



**Board of Riley County  
Commissioners  
Regular Meeting  
Agenda  
December 19, 2024**

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

Cindy Kabriel  
785-565-6200

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**Commission Chambers**

**9:00 AM**

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[District 1 – John Ford, Chair](#)

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

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

**9:00 AM**

**Call to Order**

**Pledge of Allegiance**

**Public Comment**

1. Public Comments

**Commission Comments**

2. Commission Comments

**Business Meeting**

3. Professional Services Agreement for 2040 Comprehensive Plan Update - Stantec
4. 2023 Management Representation letter with James Gordon & Associates CPA, P.A.
5. Agreement for Professional Services-Schwab Eaton, P.A.- Biennial Bridge Inspections
6. Purchase Authorization for a used fire truck.
7. Advisory Board appointment letters and Resolution
8. Sign Riley County Employee Action Form(s)

**Review Minutes**

9. Board of Riley County Commissioners - Regular Meeting - Dec 16, 2024 8:30 AM

**Review Tentative Agenda**

10. Tentative Agenda

**Press Conference Topics**

11. Discuss Press Conference

**9:30 AM**

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

12. Administrative Work Session
13. Pending County Projects County Counselor
14. Executive session to discuss confidential legal advice regarding potential litigation issues

**10:00 AM Gary Fike, County Extension Director**

15. Extension Staff Report

**10:15 AM Brian Peete, RCPD Director**

16. RCPD update

**10:30 AM Bob Isaac, Planner**

17. Replat Lots 16 and 17, Block F, White Canyon Subdivision, and an unplatted tract in Government Lot 6, into a single lot.

**10:45 AM Bob Isaac, Planner**

18. Replat Lots 1 and 3-10, Block 5, Western Shore Acres Subdivision, into a single lot

**11:00 AM Bob Isaac, Planner**

19. Replat Lots 5, 6, and 7 in Block 10 of Lakeside Heights into a single lot.

**11:15 AM Amanda Webb, Planning/Special Projects Director**

20. School Inspections

**11:35 AM Rich Vargo, County Clerk**

21. Request to Fill

**Adjournment****Announcements**

Good Morning Manhattan will be held today 7:15 a.m. - 8:30 a.m. at the Four Points by Sheraton, 530 Richards Drive.

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



**COUNTY  
COUNSELOR/ADMINISTRATIVE SERVICES**  
*Contract*

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

## COMMISSION AGENDA REPORT

**FROM:** Bryant Parker, Deputy County Counselor

**MEETING:** December 19, 2024

**SUBJECT:** Professional Services Agreement for 2040 Comprehensive Plan Update - Stantec

**PRESENTER:** Bryant Parker, Deputy County Counselor

### **BACKGROUND**

The Board has previously selected Stantec Consulting Services Inc. to facilitate and prepare an update to the comprehensive plan for Riley County. The end product of the services provided by Stantec is an updated comprehensive plan that embraces a year 2040 planning window.

County staff and Stantec personnel have negotiated a proposed Professional Services Agreement, including a detailed scope of work, for Stantec to provide comprehensive planning services. As part of this Agreement, Stantec has agreed to include Riley County's contractual provision attachment in a form acceptable to Riley County's counsel. Stantec has executed the negotiated Professional Services Agreement, including Riley County's contractual provision attachment.

Presented today for the Chairman's signature are copies of the Stantec Professional Services Agreement for comprehensive planning services, including the contractual provision attachment, which has been executed by Stantec and which are in a form acceptable to Riley County's counsel.

### **FISCAL IMPACT**

Approved previously by the Board of County Commissioners as a budgeted expense within the comprehensive plan updating process.

**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)**

I recommend the Board authorize the Chairman to sign the Stantec Professional Services Agreement for comprehensive planning services, including the contractual provision attachment, as presented.

**POSSIBLE MOTION(S)**

- A. "I move the Board authorize the Chairman to sign the Stantec Professional Services Agreement for comprehensive planning services, including the contractual provision attachment, as presented."
- B. "I move the Board authorize the Chairman to sign the Stantec Professional Services Agreement for comprehensive planning services, including the contractual provision attachment, with the following changes... ."
- C. "I move the Board not authorize the Chairman to sign the Stantec Professional Services Agreement for comprehensive planning services, as presented."

**Enclosures:**

- Community Development Professional Services Agreement -Riley County - Revised Final 12132024 (PDF)





## COMMUNITY DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT

Page 1

## COMMUNITY DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective December \_\_, 2024 (the "Agreement Date") by and between:

**"Client"**

Name: Riley County, Kansas  
 Address: Riley County Offices, 110 Courthouse Plaza, Manhattan, KS 66502  
 Phone: (785) 565-6200  
 Representative: Amanda Webb, Director of Planning & Development      Email: awebb@rileycountyks.gov

**"STANTEC"**

Name: Stantec Consulting Services Inc.  
 Address: 500 N. Broadway, Suite 1425, St. Louis, MO 63102-2124  
 Phone: 636-343-3880  
 Representative: Adam Jones      Email: adam.jones@stantec.com  
 Riley County, Kansas Comprehensive Plan  
 Update 2040 (the "Project"):

This project is to be developed on a stage-by-stage basis where a stage is defined as a development for which a set of detailed engineering drawings is prepared.

**DESCRIPTION OF WORK:** Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The compensation and time for completion of the Services shall be adjusted accordingly.

**DESCRIPTION OF CLIENT:** The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

**COMPENSATION:** Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered. The total compensation owed to Stantec for all Services rendered under this Agreement shall be the total Contract Price listed by Stantec for the Services in Attachment A unless the Client and Stantec both execute a written amendment to this Agreement to make any changes to the Services. Any such written amendment to this Agreement shall specify the new total compensation owed to Stantec for all Services rendered as the new total Contract Price.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff within 28 days of receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make electronic payment of invoices, the details of which can be obtained or verified by contacting [ar@stantec.com](mailto:ar@stantec.com).

The Client and Stantec expressly agree that Stantec's fees for Services performed shall be payable by the Client even in the event that the Client does not, for any reason, proceed with the Project. If the Project or any part thereof is abandoned or unduly delayed for reasons beyond Stantec's control, the Client shall pay to Stantec the fees for Services performed in accordance with the fee payment schedule in Attachment "A", and/or calculated on a time plus expense basis, at the option of Stantec.

The Client shall not be entitled at any time to costs, damages, or expenses that may be incurred due to Stantec's suspension or termination of Services. The Client shall be responsible for any demobilization and remobilization costs incurred by Stantec as a result of any suspension.

When the work is being performed by Contractors, the fees due Stantec shall be paid to Stantec whether or not payment is made to or withheld from the Contractors. No deduction shall be made from Stantec's fee on account of any penalties or damages claimed by the Client from the Contractors, or of other sums withheld from the Contractors.

If any information provided by the Client or by others on behalf of the Client should be erroneous or inaccurate, any



## COMMUNITY DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT

Page 2

necessary change or changes in the plans, specifications, drawings, or designs will be charged as extra work. Stantec shall neither perform or be compensated for any such extra work without authorization memorialized in a written amendment to this Agreement signed by the Client and Stantec that specifies the new total Contract Price for all Services. Where accurate information, plans, and specifications regarding any existing or proposed buildings or works that are involved in the Project is not available, the cost of obtaining the same shall be borne by the Client.

If, after the drawings and specifications for any part of the work are completed in accordance with the Client's previous decisions, it shall become necessary for Stantec to make any changes in any designs, drawings, plans or specifications for any part of the Project, or if Stantec incurs extra work, cost or expense by reason of any act or matter over which Stantec has no control, the Client shall pay to Stantec a fee for such changes or extra work calculated on a time plus expense basis or as mutually negotiated by the parties. Stantec shall not commence or perform any such changes or extra work without authorization granted by a written amendment to this Agreement signed by the Client and Stantec that specifies the new total Contract Price for all Services. Stantec shall notify the Client in writing of intentions to make such changes or to carry out such extra work and that Stantec shall keep separate costs records in respect to such changes or extra work.

Where changes to the design, plans and specifications are required after the start of design, due to the Client's decision to split a phase into two (2) or more phases, Stantec reserves the right to invoice the Client for the additional costs incurred as a result thereof on a time plus expense basis or as mutually negotiated by the parties. No such change shall be effective without a written amendment to this Agreement signed by the Client and Stantec that specifies the new total Contract Price for all Services.

Nothing in any Agreement between the Client and Stantec shall be construed to obligate Stantec to prepare for or appear in litigation on behalf of the Client, unless Stantec agrees to provide and is equitably compensated for such services on a time plus expenses basis.

Unless expressly defined in the scope of work attached to this Agreement, the Services do not include any services related to lawsuits, arbitrations, mediations, government enforcement actions, or freedom of information requests ("FOI"). The Client agrees to compensate Stantec on a time and materials basis at rates two times (2x) those identified in Stantec's current rate table if Stantec is required to respond to a FOI, subpoena, serve as a witness, or prepare for or attend a deposition, examination for discovery, trial, arbitration, or mediation arising out of the Project or related to a legal proceeding to which Stantec is not a named defendant.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, overnight carrier, or email with a copy sent contemporaneously via U.S. Mail., addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

**STANTEC'S RESPONSIBILITIES:** Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided

C:\Users\adjones\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\NF7L90P3\Community Development Professional Services Agreement - EN.docx

Attachment: Community Development Professional Services Agreement - Riley County - Revised Final 12132024 (15256 : Professional Services



## COMMUNITY DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT

Page 3

by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

**TERMINATION:** Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination.

**SUSPENSION OF SERVICES:** If the project is suspended by the Client via written notification issued to Stantec for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Stantec's provision or review of field investigation, laboratory testing and engineering/consulting recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

**ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other



## COMMUNITY DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT

Page 4

persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

**JOBSITE SAFETY:** Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client, Contractors or any other entity of their obligations, duties and responsibilities with respect to jobsite safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any environmental, health or safety activities or precautions.

In the event of any construction emergency, which in the opinion of Stantec requires immediate action in the Client's interests, Stantec shall have authority to issue such orders on behalf of and at the expense of the Client as are deemed necessary or expedient.

At no time shall Stantec be construed to be the party as defined under applicable Occupational Health and Safety (OHS) legislation responsible for coordination or provision of environmental, health and safety requirements and activities for the Project or Project work sites, except as such requirements relate to Stantec's own staff.

**INDEMNITY:** The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

**LIMITATION OF LIABILITY:** It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to \$500,000 per stage. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

**DOCUMENTS:** All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any copyrighted material, concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project. The Client may also freely use, update and amend the Project's copyrighted materials without restriction and without the need to notify or obtain permission from Stantec for such use, updating or amendment.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents



## COMMUNITY DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT

Page 5

harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

**GOVERNING LAW:** This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** Neither party shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

**ENTIRE AGREEMENT:** Except as amended and modified by the Contractual Provisions Attachment executed by Stantec and the Client relating to this Agreement, this Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.





COMMUNITY DEVELOPMENT  
PROFESSIONAL SERVICES AGREEMENT

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

STANTEC

CLIENT

BOARD OF COUNTY COMMISSIONERS  
OF RILEY COUNTY, KANSAS

By: Elliott, Beth  
Name: \_\_\_\_\_  
Digitally signed by Elliott, Beth  
Date: 2024.12.16 18:08:52 -06'00'

By: \_\_\_\_\_  
John Ford, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

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

Approved as to Form

By: \_\_\_\_\_  
Bryant Parker  
Riley County Counselor

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

Attachment: Community Development Professional Services Agreement - Riley County - Revised Final 12132024 (15256 : Professional Services



## PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Page 2

### ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

Riley County, Kansas (hereinafter  
called the "Client")  
- and -  
Stantec Consulting Services Inc.  
(hereinafter called "Stantec")

EFFECTIVE: December \_\_, 2024

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

**See "Exhibit A – Scope of Services" to this Attachment**

CONTRACT TIME: Commencement Date: **January 1, 2025**

Estimated Completion Date: **September 18, 2025**

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Total Contract Price for all Services: **\$149,928.00 (Fixed Fee)**

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Stantec shall perform and provide all Services specified in the Agreement for the Total Contract Price for all Services listed above. No additional compensation for any Services beyond the Total Contract Price shall be paid or owing, and the Total Contract Price may only be adjusted by a written amendment to the Agreement signed by both Stantec and Client.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

**Riley County "Contractual Provisions Attachment"**

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

INSURANCE REQUIREMENTS: Before any services are provided under this Agreement, Stantec shall procure, and maintain insurance coverage during the term of this Agreement, as specified in the Contractual Provisions Attachment executed by and between Stantec and the Client.

## Phase 1: Manage

### Monthly Client Meetings

The Project Management Team (PMT), including County project managers and Stantec key staff, will meet monthly to discuss project updates, priorities, deliverables, and scheduling. These meetings will include identifying potential risks, updating stakeholders on key milestones, and collaboratively addressing challenges to ensure smooth execution throughout the project. This structure will foster collaboration, address challenges, and ensure that all milestones are met on schedule, creating a seamless planning process. These meetings will ensure alignment and progress throughout the comprehensive plan update.

*Estimated Start Date: January 1, 2025*

*Estimated End Date: September 1, 2025*

### Invoicing and Budget Management

Stantec's administrative team will manage invoices, expenses, and billings to ensure accountability, accuracy, and timely financial reporting throughout the project lifecycle. This task will include tracking project expenses, reconciling accounts, and providing detailed reports to the County for transparency.

*Estimated Start Date: January 1, 2025*

*Estimated End Date: February 15, 2025*

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## Phase 2: Listen

### Kickoff Meeting

The Kickoff Meeting will convene the Project Management Team, County Planning Commissions, and Subcommittee Chairpersons to set the project's strategic direction, establish roles and responsibilities, and outline the collaborative approach for updating the comprehensive plan.

*Estimated Start Date: January 15, 2025*

*Estimated End Date: January 31, 2025*

### Stakeholder Engagement

One-on-one meetings with up to 15 stakeholders, including county officials, city representatives, business owners, and residents, will gather in-depth insights into the county's needs and expectations. These discussions will explore priority areas such as infrastructure, housing, and economic opportunities, ensuring a well-rounded representation of interests and fostering alignment in the planning process.

*Estimated Start Date: February 1, 2025*

*Estimated End Date: March 1, 2025*



#### **1.1.1.1 Existing Conditions Workshop**

**This workshop will share findings from the initial phase of the project with the public, serving as a platform to validate data and collect anecdotes reflecting the county's living conditions.**

*Estimated Start Date: April 21, 2025*

*Estimated End Date: April 25, 2025*

#### **Open House - Riley Bucks, Capital Improvements**

The Riley Bucks exercise will engage the public in prioritizing hypothetical projects for capital funding, providing valuable insights into community needs and perceptions regarding future investments.

*Estimated Start Date: May 19, 2025*

*Estimated End Date: May 23, 2025*

#### **Transportation, Parks, Utilities, and Capital Improvements Workshop**

This workshop will address major capital investments, focusing on roads, trails, and infrastructure, and solicit feedback for improvements over the next 10-20 years.

*Estimated Start Date: June 16, 2025*

*Estimated End Date: June 20, 2025*

#### **Scenario Planning, STEP, or FOCUS Plan Public Workshop**

The STEP Framework will guide this workshop, allowing stakeholders to explore concepts related to Strengthening, Transforming, Enhancing, and Preserving the county's character based on data and input.

*Estimated Start Date: July 14, 2025*

*Estimated End Date: July 18, 2025*

#### **Draft Plan Presentation and Workshop**

Stantec will present the draft comprehensive plan to the public, gathering feedback on implementation strategies and refining the plan based on community input.

*Estimated Start Date: August 11, 2025*

*Estimated End Date: August 15, 2025*

#### **Presentation of Final Plan to P&Z and County Commission**

The final presentation will inform the Steering Committee, Planning & Zoning Commission, and County Commission of the comprehensive plan update, aiming for approval and adoption.

*Estimated Start Date: September 15, 2025*

*Estimated End Date: September 19, 2025*

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## Phase 3: Learn

### Data Inventory

Stantec will compile and analyze all available data, including demographic trends, infrastructure capacity, and land use patterns, to create a foundational inventory that supports the comprehensive planning process. This inventory will serve as a critical reference point for subsequent phases.

*Estimated Start Date: January 2, 2025*

*Estimated End Date: January 31, 2025*

### Existing Conditions Analysis

Stantec will synthesize existing plans, verify the land use map, and analyze market dynamics, affordable housing, mobility infrastructure, public safety, community assets, and agricultural preservation, among other factors.

*Estimated Start Date: January 15, 2025*

*Estimated End Date: March 31, 2025*

### Existing Conditions Report and Summary Memo

The findings from the analysis will be compiled into a report and summary memorandum, establishing a baseline for equitable, place-based policy development.

*Estimated Start Date: April 7, 2025*

*Estimated End Date: April 11, 2025*

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## Phase 4: Strategize

### STEP Framework and Growth Scenarios

The STEP Framework will analyze areas for Strengthening, Transforming, Enhancing, and Preserving within the county. By incorporating community input and data-driven insights, this approach will identify key areas for strategic interventions, balancing growth with sustainability. Growth scenarios, informed by population trends, economic forecasts, and land-use patterns, will culminate in a future land use map that aligns with the county's vision and long-term objectives.

*Estimated Start Date: April 21, 2025*

*Estimated End Date: July 1, 2025*

### Fiscal Impact Analysis

This task will evaluate the financial implications of proposed developments and policies, ensuring that growth strategies are sustainable and fiscally sound.

*Estimated Start Date: April 21, 2025*

*Estimated End Date: July 1, 2025*

### **Urban Design**

Urban design recommendations will focus on creating functional and aesthetically pleasing environments that reflect the county's identity while promoting walkability and mixed-use development.

*Estimated Start Date: April 21, 2025*

*Estimated End Date: July 1, 2025*

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## **Phase 5: Formulate Solutions**

### **Research, Report, and Track Funding Opportunities**

Stantec's public funding experts will identify and evaluate grant opportunities and other funding mechanisms to support the plan's implementation. This includes detailed analyses of federal, regional, and local funding sources, creating a prioritized list tailored to the county's strategic objectives, and developing application strategies to maximize funding acquisition success.

*Estimated Start Date: July 14, 2025*

*Estimated End Date: August 1, 2025*

### **Resource Roadmap**

A comprehensive roadmap will outline funding opportunities and strategies, aligning them with the county's strategic initiatives and priorities.

*Estimated Start Date: July 14, 2025*

*Estimated End Date: August 1, 2025*

### **Draft Recommendations and Draft Preliminary Plan**

Initial drafts of the comprehensive plan will be prepared, reviewed by the PMT and Working Group, and refined based on feedback. The review process will involve detailed discussions within the PMT to identify key adjustments, while the Working Group will provide diverse perspectives and technical expertise. Stakeholder feedback will also be incorporated to ensure the plan aligns with community needs and priorities, enhancing transparency and inclusivity in the development process.

*Estimated Start Date: July 14, 2025*

*Estimated End Date: August 1, 2025*

### **Final Comprehensive Plan and Adoption Support**

The final comprehensive plan, including the future land use map, will be presented to the public and adopting bodies for review, feedback, and approval.

*Estimated Start Date: August 4, 2025*

*Estimated End Date: September 18, 2025*

| Task                                                                | Start Date | End Date   | Jan-25 | Feb-25 | Mar-25 | Apr-25 | May-25 | Jun-25 | Aug-25 | Sep-25 |
|---------------------------------------------------------------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|
| MANAGE                                                              | 2025-01-01 | 2025-09-01 |        |        |        |        |        |        |        |        |
| Monthly Client Meetings (Virtual)                                   | 2025-01-01 | 2025-09-01 |        |        |        |        |        |        |        |        |
| Invoiceing and Budget Management                                    | 2025-01-01 | 2025-02-15 |        |        |        |        |        |        |        |        |
| LISTEN                                                              | 2025-01-15 | 2025-09-19 |        |        |        |        |        |        |        |        |
| Kickoff Meeting                                                     | 2025-01-15 | 2025-01-31 |        |        |        |        |        |        |        |        |
| Stakeholder Engagement                                              | 2025-02-01 | 2025-03-01 |        |        |        |        |        |        |        |        |
| Existing Conditions Workshop                                        | 2025-04-21 | 2025-04-25 |        |        |        |        |        |        |        |        |
| Open House - Riley Bucks, Capital Improvements                      | 2025-05-19 | 2025-05-23 |        |        |        |        |        |        |        |        |
| Transportation, Parks, Utilities, and Capital Improvements Workshop | 2025-06-16 | 2025-06-20 |        |        |        |        |        |        |        |        |
| Scenario Planning, STEP, or FOCUS Plan Public Workshop              | 2025-07-14 | 2025-07-18 |        |        |        |        |        |        |        |        |
| Draft Plan Presentation and Workshop                                | 2025-08-11 | 2025-08-15 |        |        |        |        |        |        |        |        |
| Presentation of Final Plan to P&Z and County Commission             | 2025-09-15 | 2025-09-19 |        |        |        |        |        |        |        |        |
| LEARN                                                               | 2025-01-02 | 2025-04-11 |        |        |        |        |        |        |        |        |
| Data Inventory                                                      | 2025-01-02 | 2025-01-31 |        |        |        |        |        |        |        |        |
| Existing Conditions                                                 | 2025-01-15 | 2025-04-11 |        |        |        |        |        |        |        |        |
| Analysis and synthesis of existing plans                            | 2025-01-15 | 2025-03-31 |        |        |        |        |        |        |        |        |
| Land Use                                                            | 2025-01-15 | 2025-03-31 |        |        |        |        |        |        |        |        |
| Community Trends, Market Analysis and Affordable Housing            | 2025-01-15 | 2025-03-31 |        |        |        |        |        |        |        |        |
| Economic Development and Development Guidance Systems               | 2025-01-15 | 2025-03-31 |        |        |        |        |        |        |        |        |
| Mobility/Connectivity                                               | 2025-01-15 | 2025-03-31 |        |        |        |        |        |        |        |        |
| Environment, Natural Resources, Sustainability, and Public Health   | 2025-01-15 | 2025-03-31 |        |        |        |        |        |        |        |        |
| Public Safety                                                       | 2025-01-15 | 2025-03-31 |        |        |        |        |        |        |        |        |
| Community Assets (Parks, Recreation, etc.)                          | 2025-01-15 | 2025-03-31 |        |        |        |        |        |        |        |        |
| Infrastructure, Utilities, and Capital Improvements                 | 2025-01-15 | 2025-03-31 |        |        |        |        |        |        |        |        |
| Agricultural Preservation and Rural Character                       | 2025-01-15 | 2025-03-31 |        |        |        |        |        |        |        |        |
| Existing Conditions Report and Summary Memo                         | 2025-04-07 | 2025-04-11 |        |        |        |        |        |        |        |        |
| STRATEGIZE                                                          | 2025-04-21 | 2025-07-01 |        |        |        |        |        |        |        |        |
| STEP Framework and Growth Scenarios                                 | 2025-04-21 | 2025-07-01 |        |        |        |        |        |        |        |        |
| Growth Scenarios                                                    | 2025-04-21 | 2025-07-01 |        |        |        |        |        |        |        |        |
| Fiscal Impact                                                       | 2025-04-21 | 2025-07-01 |        |        |        |        |        |        |        |        |
| Urban Design                                                        | 2025-04-21 | 2025-07-01 |        |        |        |        |        |        |        |        |
| Land Use Alternatives                                               | 2025-04-21 | 2025-07-01 |        |        |        |        |        |        |        |        |
| FORMULATE SOLUTIONS                                                 | 2025-07-14 | 2025-09-18 |        |        |        |        |        |        |        |        |
| Research, Report, and Track Funding Opportunities                   | 2025-07-14 | 2025-08-01 |        |        |        |        |        |        |        |        |
| Resource Roadmap                                                    | 2025-07-14 | 2025-08-01 |        |        |        |        |        |        |        |        |
| Draft Recommendations and Draft Preliminary Plan                    | 2025-07-14 | 2025-08-01 |        |        |        |        |        |        |        |        |
| 30% Draft                                                           | 2025-07-21 | 2025-07-25 |        |        |        |        |        |        |        |        |
| 60% Draft                                                           | 2025-07-28 | 2025-08-01 |        |        |        |        |        |        |        |        |
| 90% Draft                                                           | 2025-08-04 | 2025-08-18 |        |        |        |        |        |        |        |        |
| Final Comprehensive Plan                                            | 2025-01-15 | 2025-09-15 |        |        |        |        |        |        |        |        |
| Direct Expenses                                                     | 2025-01-15 | 2025-09-15 |        |        |        |        |        |        |        |        |
| Staffing, Travel                                                    | 2025-01-15 | 2025-09-15 |        |        |        |        |        |        |        |        |



**COUNTY CLERK &  
ELECTIONS**  
*Letter*

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

## COMMISSION AGENDA REPORT

**FROM:** Jacob Kujath, CPA, James Gordon & Associates CPA, P.A.

**MEETING:** December 19, 2024

**SUBJECT:** 2023 Management Representation letter with James Gordon & Associates CPA, P.A.

**PRESENTER:** Brittany Phillips, Budget & Finance Officer

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

Move to sign the 2023 Management Representation Letter with James Gordon & Associates CPA, P.A.

**Enclosures:**

- 2023 Rep Letter (PDF)



## BOARD OF COMMISSIONERS

115 N. 4th Street, 1st Floor  
 Manhattan, Kansas 6650  
 Phone: 785-565-684  
 Fax: 785-565-684  
 E-mail: boccc@rileycountyks.gov

James Gordon & Associates CPA, P.A.  
 Commerce Bank Tower  
 1960 Kimball Avenue, Suite 400  
 Manhattan, Kansas 66502

This representation letter is provided in connection with your audit of the financial statement of Riley County, Kansas (the County), which comprises the Statement of Receipts, Expenditures, and Unencumbered Cash – Regulatory Basis as of December 31, 2023 and for the year then ended, and the related notes to the financial statement, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in conformity with a special purpose framework consistent with the basis of cash receipts and disbursements as adjusted, to show compliance with cash basis and budget laws of the State of Kansas, as regulated by the State in the Kansas Municipal Audit and Accounting Guide (KMAAG), which is a regulatory basis of accounting other than accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, as of the date of the independent auditor's report the following representations made to you during your audit.

### Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated October 16, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with KMAAG and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with KMAAG and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) The methods, significant assumptions, and data used in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in accordance with KMAAG.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with KMAAG.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
- 8) We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the accounts.

- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with KMAAG
- 10) Guarantees, whether written or oral, under which the County is contingently liable, if any, have been properly recorded or disclosed.

#### **Information Provided**

- 11) We have provided you with:
  - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
  - b) Additional information that you have requested from us for the purpose of the audit.
  - c) Unrestricted access to persons within the County from whom you determined it necessary to obtain audit evidence.
  - d) Minutes of the meetings of the County or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the County and involves—
  - Management,
  - Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the County's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the names of the County's related parties and all the related party relationships and transactions, including any side agreements.

#### **Government-specific**

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have taken timely and appropriate steps to remedy identified and suspected fraud or noncompliance with provisions of laws, regulations, contracts, and grant agreements that you have reported to us.
- 21) We have a process to track the status of audit findings and recommendations.
- 22) We have identified to you any previous audits, attestation engagements, and other studies related to the objectives of the audit and whether related recommendations have been implemented.
- 23) We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.



- 24) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 25) The County has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 26) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 27) We have appropriately identified, recorded, and disclosed all leases in accordance with [GASBS No. 87](#).
- 28) We have appropriately disclosed or recognized conduit debt obligations and/or certain arrangements associated with conduit debt obligations in accordance with [GASBS No. 91](#).
- 29) We have appropriately identified, recorded, and disclosed subscription-based information technology arrangements in accordance with [GASBS No. 96](#).
- 30) We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
- 31) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 32) As part of your audit, you assisted with preparation of the financial statements and disclosures and schedule of expenditures of federal awards. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and disclosures and schedule of expenditures of federal awards.
- 33) The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 34) The County has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 35) The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 36) The financial statements include all fiduciary activities required by [GASBS No. 84](#), as amended.
- 37) The financial statements properly classify all funds and activities in accordance with [GASBS No. 34](#), as amended.
- 38) All funds that meet the quantitative criteria in [GASBS Nos. 34](#) and [37](#) for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 39) Expenses have been appropriately classified.
- 40) Revenues are appropriately classified.
- 41) Special and extraordinary items are appropriately classified and reported.

42) Deposits and investment securities and derivative instrument transactions are properly classified as to risk and are properly disclosed.

43) With respect to the RRSI:

- a) We acknowledge our responsibility for presenting the RRSI in accordance with KMAAG, and we believe the RRSI, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the RRSI have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- b) If the RRSI is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

44) With respect to federal award programs:

- a) We are responsible for understanding and complying with and have complied with, the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
- b) We acknowledge our responsibility for preparing and presenting the schedule of expenditures of federal awards (SEFA) and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
- c) If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
- d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- e) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- f) We are responsible for establishing, designing, implementing, and maintaining, and have established, designed, implemented, and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- g) We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.

- h) We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i) We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement* relating to federal awards and have confirmed that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- j) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).
- m) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n) We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t) We have monitored subrecipients, as necessary, to determine that they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.
- u) We have issued management decisions for audit findings that relate to federal awards made to subrecipients and such management decisions have been issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse. Additionally, we have followed-up ensuring that the subrecipient has taken timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means that pertain to the federal award provided to the subrecipient.

- v) We have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.
- w) We have charged costs to federal awards in accordance with applicable cost principles.
- x) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- y) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- z) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- aa) We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.
- bb) We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
OF RILEY COUNTY, KANSAS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member



**PUBLIC WORKS**  
*Contract*

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

## COMMISSION AGENDA REPORT

**FROM:** Andrea Rose, Administrative Assistant II

**MEETING:** December 19, 2024

**SUBJECT:** Agreement for Professional Services-Schwab Eaton, P.A.- Biennial Bridge Inspections

**PRESENTER:** Evan McMillan, Assistant Public Works Director

### **BACKGROUND**

We are required by Federal Regulations to inspect our bridges every 2 years. The last inspection was completed in 2022. Schwab-Eaton, P.A. has performed the biennial bridge inspection for over 20 years. They are very familiar with the location, conditions, and history of our structures. Attached for your signature is the 2024 Biennial Bridge Inspection and Analysis contract with a budget amount not to exceed \$30,250.00.

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

Move to approve the contract with Schwab-Eaton, P.A. for the 2024 Biennial Bridge Inspection in the amount of \$30,250.

Move to deny the contract with Schwab-Eaton, P.A. for the 2024 Biennial Bridge Inspection in the amount of \$30,250.

Move to table for further discussion

#### **Enclosures:**

- 2024 Signed\_Biennial Bridge Inspection Contract Agreement(PDF)



## AGREEMENT FOR PROFESSIONAL SERVICES

Between

**Riley County, Kansas**

And

**Schwab-Eaton, P.A.  
5410 Ledge Stone Drive, Suite 100  
Manhattan, Kansas 66502**

Agreement Date \_\_\_\_\_, 20\_\_\_\_.

This AGREEMENT made and entered into by and between the Board of County Commissioners of **Riley County, KS. (OWNER)** and Schwab-Eaton, P.A. (ENGINEER), for obtaining Professional Engineering Services. The scope of services shall be as set out in Attachment A, the compensation to the ENGINEER shall be set out in Attachment B, and Contractual Provisions set out in Attachment C and made a part hereof the attached hereto.

### **ARTICLE 1. SCOPE OF SERVICES**

The Scope of Services is set forth in Attachment A.

### **ARTICLE 2. COMPENSATION**

ENGINEER's compensation is set forth in Attachment B.



### **ARTICLE 3. TERMS OF PAYMENT**

Payment to the Engineer will be made as follows:

- A. **INVOICES AND TIME OF PAYMENT**  
ENGINEER will issue itemized monthly invoices for all work performed under this Agreement. Invoices are due and payable on receipt. Upon completion of services enumerated in ATTACHMENT A, the final payment of any balance will be due upon receipt of the final invoice.
- B. **COMPENSATION FOR INSURANCE AND BONDING.**  
The OWNER will compensate the ENGINEER for insurance required by this agreement in excess of the ENGINEER'S current level of coverage as specified in Article 4 B (a) thru (d).

### **ARTICLE 4. OBLIGATIONS OF THE ENGINEER**

- A. **STANDARD OF CARE**  
The standard of care applicable to ENGINEER'S services will be the degree of care and diligence normally employed by professional engineers or engineers performing the same or similar services. The ENGINEER will perform any services not meeting this standard without additional compensation.
- B. **ENGINEER'S INSURANCE AND BONDS**  
The ENGINEER will maintain throughout this AGREEMENT the following insurance:
  - (a) Worker's compensation and employer's liability insurance as required by the State of Kansas.
  - (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
  - (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
  - (d) Professional liability insurance of \$500,000 per claim and in the aggregate.
  - (e) OWNER will be named as an additional insured with respect to ENGINEER'S liabilities hereunder in insurance coverage identified in items "b" and "c", and ENGINEER waives subrogation against OWNER as to said policies.



C. GENERAL INFORMATION

Engineer will be solely responsible for the adequacy and accuracy of the design plans, specifications, estimates, surveys and any necessary studies or investigations, including, but not limited to environment, hydraulics, and geological investigations or studies. Any review of these items performed by the County, or their representatives is not intended to and shall not be construed as a release of the Engineer's duty to provide adequate and accurate design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to environmental, hydraulic and geological investigations or studies.

**ARTICLE 5. OBLIGATIONS OF THE OWNER**

A. OWNER – FURNISHED DATA

The OWNER will provide to the ENGINEER all technical data in the OWNER'S possession relating to the ENGINEER'S services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER.

B. ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, the OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, province, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER'S services or PROJECT construction.

C. TIMELY REVIEW

The OWNER will examine the ENGINEER'S studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as OWNER deems appropriate; and render in writing decisions required of OWNER in a timely manner.

D. CHANGES

The OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER'S cost of or time required for performance of the services, an equitable adjustment will be made through an amendment of this AGREEMENT.

E. SERVICES OF ENGINEER

Unless this AGREEMENT is modified or terminated, the OWNER will have all services specified in the AGREEMENT performed by the ENGINEER, employing ENGINEER'S standard form and content of drawings, specifications and contract documents, all subject to OWNERS review and approval.

## ARTICLE 6. GENERAL LEGAL PROVISIONS

Amendments to Article 6, if any, are included in Attachment C.

- A. **AUTHORIZATION TO PROCEED**  
Execution of the AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.
- B. **REUSE OF PROJECT DOCUMENTS**  
All engineering documents prepared in connection with this Project shall be the property of ENGINEER, whether the Project for which they are made is executed or not. However, ENGINEER will provide OWNER with a copy of final documents, including but not limited to prints and reproductions. Reports, plans, specifications and related documents are ENGINEER'S copyrighted document, and ENGINEER, at his option may so identify them by appropriate markings. Provided that ENGINEER is paid in full for services, then OWNER may subsequently reuse these final documents without any additional compensation or agreement of ENGINEER. However, such reuse without written verification or adaptation by ENGINEER for specific purpose intended by OWNER shall be at OWNER'S sole risk and without any liability or legal exposure to ENGINEER whatsoever.
- C. **FORCE MAJEURE**  
The OWNER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the OWNER.
- D. **TERMINATION**  
This AGREEMENT may be terminated for convenience on 30 days written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, ENGINEER will be paid for all authorized work performed up to the termination date.
- E. **SUSPENSION, DELAY, OR INTERRUPTION OF WORK**  
The OWNER may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the OWNER. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT'S schedule, commitment and cost of ENGINEER'S personnel and subcontractors, and ENGINEER'S compensation will be made.
- F. **NO THIRD-PARTY BENEFICIARIES**  
This AGREEMENT gives no rights or benefits to anyone other than the OWNER and ENGINEER and has no third-party beneficiaries.

G. INDEMNIFICATION

ENGINEER agrees to indemnify the OWNER from any damage, liabilities, or costs by third parties for property damage and bodily injury, including death to the extent caused by the negligence or willful misconduct of ENGINEER or its employees in connection with the PROJECT. OWNER agrees to indemnify ENGINEER from any damage, liabilities, or cost by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of OWNER or its employees in connection with the PROJECT. If the negligence or willful misconduct of both the ENGINEER and OWNER (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ENGINEER and OWNER in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

H. ASSIGNMENT

Neither party will assign all or any part of this AGREEMENT without prior written consent of the other party.

I. INTERPRETATION

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. Parties mean the OWNER and the ENGINEER, and their officers, employees, agents, affiliates and subcontractors.

J. JURISDICTION

The law of the State of Kansas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

K. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Articles 4, 5, and 6 shall survive termination of this AGREEMENT for any cause.

## ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

The AGREEMENT, including its Attachments and Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following Attachments and Schedules are hereby made a part of this AGREEMENT.

Attachment A - Scope of Services  
Attachment B - Compensation / Hourly Billing Rates  
Attachment C - Contractual Provisions

IN WITNESS WHEREOF, the parties execute below:

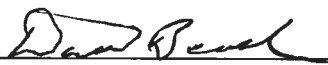
For Riley County, Kansas, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
John Ford, Chair

By: \_\_\_\_\_  
Greg McKinley, Commissioner

By: \_\_\_\_\_  
Kathryn G. Focke, Commissioner

For the ENGINEER, Schwab-Eaton, P.A., dated this 26th day of  
November, 2024.

By:  Project Manager  
Name Title

## ATTACHMENT A

The Engineer shall provide the services required for the Biennial Routine Update Bridge Inspection and Analysis for the 134/134 bridges located in Riley County that includes an inventory inspection for a newly constructed bridge, and the addition of 1 bridge from the City of Ogden (Cimarron Trail Bridge).

### ARTICLE 1. SCOPE OF SERVICES

The services to be performed by the ENGINEER will include:

1. Field Inspection of each bridge to observe and record the current physical condition with particular emphasis on deterioration or repairs that have occurred since the last inspection.
2. Determine the load-carrying capacity of each bridge that is observed to have deteriorated, or to have been repaired or replaced since the last capacity analysis.
3. Perform routine inspections on 132 designated structures.
4. Perform Inventory Bridge Inspection, Load Rating, Scour Appraisal, and portal entry for new Structure: C.7-0.0 - Parallel Road (000810865603600)
5. Perform routine inspection for City of Ogden Bridge No. 0081-069, to be billed separately to Riley County, with a due date of 06/01/2025.
6. Update the bridge file for each bridge to include field notes, structural analyses, and other supporting information as necessary.
7. Include for each bridge, new photographs showing roadway views, elevations, under deck, one upstream and one downstream view with any additional photos necessary to show major defects. Approach photographs should include the weight limit posting signs for all load posted bridges. A record of all pictures, sorted by bridge and which can be transferred to Riley County's existing electronic bridge files, shall be submitted on a DVD or flash drive.
8. Prepare for the County's bridges updated data disks containing all of the County's bridge data for the County and the Kansas Department of Transportation Bureau of Local Projects, and updated copies of the Structure Inventory and Appraisal (SI&A) Form for each bridge that has deteriorated, been repaired or replaced.
9. Prepare an inspection update form for each bridge to be inserted in the file for the County's records and an electronic copy of this information, sorted by bridge, which can be transferred to Riley County's existing electronic bridge files.
10. If any load limit signs are found missing, knocked down, damaged to the point of not being legible, or obscured by vegetation; the inspector shall report this information to the Owner on the same day as discovered by cell phone (if in range/service) or in person.

11. If, during the routine inspection, the bridge inspector observes any items affecting the safety of the public, structural integrity of the bridge, or any existing warning signs (i.e. low clearance, one lane bridge, narrow bridge, sharp turn ahead, etc.) that have been knocked down, damaged to the point of not being legible, or obscured by vegetation; the inspector shall report this information to the Owner on the same day as discovered by cell phone (if in range/service) or in person.
12. Prepare, and furnish six copies of a written report containing:
  - a. All correspondence pertaining to the submittal of project generated data.
  - b. A brief summary of the current condition of each bridge. Include structure description, posting & scour rating, sufficiency rating as set forth in the 2022 Riley County Biennial Report as submitted by Schwab-Eaton, P.A.
  - c. Update the County's Master List as needed.
  - d. Existing posting and recommended posting for the structures that have deteriorated or been repaired or replaced since the last inspection.
  - e. A general description of recommended repair or rehabilitation.
  - f. A listing of bridges that need immediate attention.
  - g. Establish a listing of all bridges with a sufficiency rating (SR) less than 50 if possible, InspectX no longer supports SR) and replacement costs.
  - h. Listings of FC and scour critical structures.
  - i. A table listing each bridge and include the following items.
    - County bridge number
    - NBI structure number
    - Type of structure
    - Sufficiency rating (InspectX no longer supports SR)
    - Recommended weight limits
    - Existing weight limit signing
    - Missing weight limit signing
    - Date of inspection
    - Inspector name
    - If a load rating update is needed
    - If scour analysis/assessment is needed
  - j. Separate tables for each of the following:
    - All bridges with current and "unresolved" Critical Inspection Findings (CIF)'s.
    - All bridges with current and "unresolved" Scour Plan of Actions (POA)'s.
    - All bridges that need an annual inspection, the inspection due date, the reason for the annual inspection, and the items that need to be inspected.
    - All bridges that are fracture critical, a general description of the type of bridge, type of equipment needed to perform a future "Hands-On" inspection, and any items of concern.
    - All bridges with pin and hangers.
    - All bridges with or requiring an Underwater inspection and Type (I, II, III, or IV).
    - All bridges where substructure elements are in the channel (wet) and were inaccessible due to water depth during the time of inspection.

13. Any work requested by the Owner that is not included in the services listed above will be classified as Supplemental Services. Supplemental Service shall include, but are not limited to the following:

Changes in general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, documents or designs or due to any other causes beyond the Engineer's control. **Supplemental Services must be authorized by the Owner in writing prior to performance of the work. Any Supplemental Services work performed without written approval will not be compensated.**



## ATTACHMENT B

### Schwab-Eaton Compensation

Attachment B to the AGREEMENT between Schwab-Eaton, (the ENGINEER), and Riley County, Kansas, (the OWNER), for a PROJECT generally described as:

The Biennial Update Bridge Inspection and Analysis for the bridges located on the FAS and Off-System Road in Riley County in accordance with the detailed Scope of Services listed in Attachment A included herein.

Compensation by the OWNER to the ENGINEER will be as follows:

**A. COST REIMBURSABLE – PERDIEM (TIME AND EXPENSE):**

For services enumerated in Attachment A, the OWNER will compensate ENGINEER based on ENGINEERS's actual costs which may be less than the estimated amount. Payment shall utilize billing rates as set forth in this attachment. Payment shall be considered full compensation for salary costs, expenses, overhead, profit, and other costs required in performing the work described herein.

**B. BUDGET**

A project budget amount of Thirty Thousand, Two Hundred, Fifty and 00/100's Dollars (\$30,250.00), excluding taxes, is hereby established for services in Attachment A. The total payments to the ENGINEER shall not exceed the budget unless approved by the OWNER.

**C. BILLING RATES**

|                                     |          |                                     |          |
|-------------------------------------|----------|-------------------------------------|----------|
| PRINCIPAL ENGINEER.....             | \$210.00 | PROFESSIONAL GEOLOGIST .....        | \$116.00 |
| SENIOR PROJECT MANAGER.....         | \$190.00 | LANDSCAPE ARCHITECT III.....        | \$135.00 |
| PROJECT MANAGER .....               | \$182.00 | LANDSCAPE ARCHITECT II .....        | \$121.00 |
| STRUCTURAL ENGINEER .....           | \$180.00 | LANDSCAPE ARCHITECT I.....          | \$112.00 |
| DESIGN ENGINEER V .....             | \$168.00 | ADMINISTRATIVE PROFESSIONAL II..... | \$107.00 |
| DESIGN ENGINEER IV .....            | \$156.00 | ADMINISTRATIVE PROFESSIONAL I ..... | \$60.00  |
| DESIGN ENGINEER III.....            | \$138.00 | CONSTRUCTION INSPECTOR V .....      | \$126.00 |
| DESIGN ENGINEER II .....            | \$127.00 | CONSTRUCTION INSPECTOR IV .....     | \$99.00  |
| DESIGN ENGINEER I .....             | \$115.00 | CONSTRUCTION INSPECTOR III .....    | \$90.00  |
| ENGINEER IN TRAINING (EIT) II ..... | \$101.00 | CONSTRUCTION INSPECTOR II.....      | \$83.00  |
| ENGINEER IN TRAINING (EIT) I.....   | \$87.00  | CONSTRUCTION INSPECTOR I.....       | \$71.00  |
| 2 MAN SURVEY CREW .....             | \$170.00 | DESIGN TECHNICIAN V .....           | \$127.00 |
| 1 MAN SURVEY CREW (GPS/ROBOT) ..    | \$135.00 | DESIGN TECHNICIAN IV.....           | \$108.00 |
| PROFESSIONAL SURVEYOR III.....      | \$121.00 | DESIGN TECHNICIAN III.....          | \$95.00  |
| PROFESSIONAL SURVEYOR II.....       | \$115.00 | DESIGN TECHNICIAN II .....          | \$88.00  |
| PROFESSIONAL SURVEYOR I .....       | \$105.00 | DESIGN TECHNICIAN I .....           | \$80.00  |
| SURVEY CREW CHIEF III .....         | \$106.00 | CADD TECHNICIAN III .....           | \$69.00  |
| SURVEY CREW CHIEF II.....           | \$84.00  | CADD TECHNICIAN II .....            | \$65.00  |
| SURVEY CREW CHIEF I.....            | \$80.00  | CADD TECHNICIAN I.....              | \$58.00  |
| SURVEYOR II .....                   | \$66.00  | INTERN .....                        | \$50.00  |
| SURVEYOR I .....                    | \$63.00  |                                     |          |

Any work outside the scope of this contract shall be approved in writing by the OWNER prior to commencement of additional work.

The total payments to the ENGINEER shall not exceed the budget unless approved by the OWNER.

All invoices shall be submitted to the OWNER on a monthly basis.

This Attachment B supersedes all prior written or oral understandings of the compensation and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

FOR THE OWNER, **RILEY COUNTY, KANSAS**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
John Ford, Chairman

By: \_\_\_\_\_  
Kathryn G. Focke, Commissioner

By: \_\_\_\_\_  
Greg McKinley, Commissioner

For the ENGINEER, Schwab-Eaton

By:  Project Manager  
Name Title

## ATTACHMENT C

Attachment C to “Contract” Between Riley County, Ks (hereinafter “County”),  
and Schwab Eaton P.A. (hereinafter “Engineer”).

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

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
  
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Engineer agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County’s objectives of this provision.
  
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
  - 3.1. **Service Standards and Procedures.** Engineer shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
  - 3.2. **Compliance With Law.** Engineer shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
  
4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any Contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one- year term.
  
5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 d

County mails written notice to Engineer. In the event of such termination, County agrees to give written notice of termination to Engineer. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Engineer.

**6. ANTI-DISCRIMINATION CLAUSE.**

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

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

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

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

10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Engineer for, any federal, state, or local taxes that may be imposed or levied upon the subject matter of the contract.
11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Engineer shall bear the risk of any loss or damage to any personal property to which Engineer holds title.
12. **TERM AND TERMINATION.**
- 12.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
  - 12.2. **Termination for Cause.** If Engineer shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Engineer shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Engineer of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.
  - 12.3. Notwithstanding the above, Engineer shall not be relieved of liability to County by virtue of any breach of the Contract by Engineer.
  - 12.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Engineer, stating the effective date of the termination for convenience.
  - 12.5. **Payment Calculation upon Termination.** In the event of termination under the Contract by either party, any amount owed Engineer will be calculated based solely upon payment for fair value of acceptable services provided by Engineer to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.
13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Engineer and County is of a contractual nature. Both parties assert and believe that Engineer is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Engineer is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Engineer, and employees of Engineer, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Engineer, and employees of Engineer, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Engineer. Engineer shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Engineer's sole expense.



#### 14. **PERSONNEL.**

- 14.1. **Qualified Personnel.** Engineer represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.
- 14.2. **Minimum Wages.** Engineer will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- 14.3. **Employee Conflict of Interest.** Engineer shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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

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

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

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

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

- 18.1. **Documentation of Costs.** All costs incurred by Engineer for which Engineer purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents per

in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.

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

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

- 19.1. **Billing Procedures.** Engineer agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.
- 19.2. **Support Documentation.** Billing shall be supported with documentation required by the County including, but not necessarily limited to, that documentation described in paragraph 18, above.
- 19.3. **Reimbursement Restrictions.** Payments shall be made to Engineer only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract. County reserves the right to disallow reimbursement for any item or service billed by Engineer if County believes that such item or service was not provided to support the Contract purpose or was not authorized by the Contract.
- 19.4. **Pre-disbursement Requirements.** Engineer must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Engineer.



- 19.5. **Mailing Address.** Payments shall be mailed to Engineer's address as set forth herein.
20. **LICENSES AND PERMITS.** Engineer shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Engineer shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.
21. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk and will be open to public inspection.
22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
23. **MERGER/SALE/TRANSFER OF ENGINEER ASSETS.** Engineer will notify County in writing at least thirty (30) calendar days in advance of Engineer's merger with any other business entity, or of any sale or other transfer of Engineer's assets to any other business entity. In the event of any such merger, sale or other transfer of Engineer assets, Engineer will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Engineer assets. After such merger, sale or other transfer of Engineer assets, Engineer will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Engineer under this Contract.
24. **LIABILITY INSURANCE.** Engineer agrees to maintain the minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for Proposal. Liability insurance coverage must be considered as primary and not as excess insurance (excluding Workers' Compensation and Professional Liability). Engineer shall furnish a certificate evidencing such coverage, with County named as an additional insured (excluding Workers' Compensation and Professional Liability), which shall be delivered to the Office of the Riley County Counselor for approval. Such certificate shall contain a provision that coverage afforded under the policies will not be canceled, or non-renewed until thirty (30) days after County receives notice of such change by registered mail.
25. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Vendor to perform the services hereunder, Vendor agrees to promptly replace that person with an individual approved by County.
26. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
27. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

**COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF RILEY COUNTY, KANSAS

By: \_\_\_\_\_  
John Ford, Chairman

\_\_\_\_\_  
Date

ATTEST:

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

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

Approved as to Form

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

Riley County Counselor

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

**ENGINEER**

SCHWAB EATON P.A.

By: \_\_\_\_\_  
Name: David Beach, Project Manager

\_\_\_\_\_  
Date

(seal)



**EMERGENCY  
MANAGEMENT/FIRE**  
*Purchase > \$10K*

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

## COMMISSION AGENDA REPORT

**FROM:** Russel Stukey EM Director / Fire Chief

**MEETING:** December 19, 2024

**SUBJECT:** Purchase Authorization for a used fire truck.

**PRESENTER:** Russel Stukey

### **BACKGROUND**

As discussed with the BOCC numerous times we have an aging fleet of fire apparatus (trucks). We have identified another used truck that we feel would be a good fit in our fleet to replace our current Pumper103 which is a 1990 E-One model that has numerous mechanical issues. Both RCFD #1 staff and Public Works maintenance staff agree P103 is not worth fixing. We propose to replace it with a 2000 Spartan/Ferrara pumper that I traveled to Clayton, Delaware to evaluate.

### **FISCAL IMPACT**

This truck was priced at \$100,000 dollars and we negotiated it down to \$90,000 which fits into our budget. A new truck like this would be in excess of \$600,000. We will auction off P103 in the next county auction. Funds used to pay for this truck would come from RCFD #1 fund 184.

### **RECOMMENDATION(S)**

Staff recommends purchasing the truck to replace P103 and disposing of P103 at the next county auction.

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

Move to approve purchasing the used 2000 Spartan/Ferrara pumper for the amount of \$90,000 with funds to come from RCFD #1 fund 184.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

**Enclosures:**

- Purchase authorization Delaware pumper (PDF)

RILEY COUNTY  
PURCHASE AUTHORIZATION NO \_\_\_\_\_

Department RCFD #1 Date 12-12-24  
 Estimated Cost \$90,000 Fund 184  
 Description 2000 Spartan / Ferrara Pumper

New \_\_\_\_\_ Replacement X

Procurement Type

- \_\_\_\_\_ Competitive Sealed Bid, Board of County Commission opens  
 \_\_\_\_\_ Competitive Proposal submitted to Board of County Commission  
 \_\_\_\_\_ Sole Source (exempt) by Department Head  
 \_\_\_\_\_ Emergency by Department Head  
X \_\_\_\_\_ Used Equipment (exempt) by Department Head

**2.204 Small Purchases.**

(1) Any non-office technology related procurement valued at \$ 20,000 or less may be made in accordance with small purchase procedures, provided, however, that procurement requirements shall not be artificially divided so as to constitute a small purchase under this Section. Small purchase procedures require the Department Head to approve any purchase ranging in size from no cost, to \$ 20,000. Small purchases including trade services valued from \$5,000 - \$ 20,000 will require 3 quotes if feasible. Competitive bidding is not required for small purchases, but the purchaser shall attempt to purchase the least expensive item available.

(2) All office technology related purchases, to include, but not be limited to all hardware, software, and peripheral devices shall be ordered and purchased by the Information Systems Department. Purchases made from funds other than the General Fund shall be approved and ordered by the Information Systems Department, with the actual purchase being paid out of the appropriate funds. The Information Systems Department shall coordinate these office technology-related purchases to ensure that uniform, standardized, and necessary equipment is purchased, to obtain competitive pricing, and schedule installation of the new equipment. Exceptions to this requirement include cables, printer cartridges, and other consumable goods, which the Information Systems Department will assist with, if the Department Head so wishes.

**4.402 Professional Services.**

(1) Applicability. Professional services shall be procured as provided in this Section except when the cost of such services is less than \$ 20,000 or when a state of emergency exists.

Attachment: Purchase authorization Delaware pumper (15247 : New Purchase Order)

Requested by: Russell Sady Fire Chief

## Chair, Board of County Commissioners

**Member**

**Member**

Date \_\_\_\_\_

20

**Attachment: Purchase authorization Delaware pumper (15247 : New Purchase Order)**





# CLAYTON FIRE COMPANY NO. 1 INC.

300 EAST STREET  
CLAYTON, DE 19938  
PHONE: 302-653-7317

INVOICE # 1  
DATE: 12/11/2024

**PURCHASED BY:**  
RILEY COUNTY FIRE DISTRICT #1  
115 4<sup>TH</sup> STREET  
MANHATTAN, KS 66502-0109  
PHONE:

**SHIP TO:**  
RILEY COUNTY FIRE DISTRICT  
6215 TUTTLE CREEK BLVD  
MANHATTAN, KS 66502  
PHONE:

**COMMENTS OR SPECIAL INSTRUCTIONS:**  
DUE WITHIN 30 DAYS OF RECEIPT

| QUANTITY              | DESCRIPTION                                            | UNIT PRICE | TOTAL     |
|-----------------------|--------------------------------------------------------|------------|-----------|
| 1                     | 2000 SPARTAN/FERRARA<br>PUMPER<br>VIN:4S7CT391YC032507 | 90,000.00  | 90,000.00 |
|                       |                                                        |            |           |
|                       |                                                        |            |           |
|                       |                                                        |            |           |
|                       |                                                        |            |           |
|                       |                                                        |            |           |
|                       |                                                        |            |           |
|                       |                                                        |            |           |
| SUBTOTAL              |                                                        |            | 90,000.00 |
| SALES TAX             |                                                        |            | 0.00      |
| SHIPPING AND HANDLING |                                                        |            | 0.00      |
| TOTAL DUE             |                                                        |            | 90,000.00 |

Attachment: Purchase authorization Delaware pumper (15247 : New Purchase Order)



**COUNTY CLERK &  
ELECTIONS**  
*Boards*

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

## COMMISSION AGENDA REPORT

**FROM:** Cindy Kabriel, Senior Administrative Assistant

**MEETING:** December 19, 2024

**SUBJECT:** Advisory Board appointment letters and Resolution

**PRESENTER:** Cindy Kabriel, Senior Administrative Assistant

### POSSIBLE MOTION(S)

Move to approve the appointment letters for Greg McKinley and Kathryn Focke and “Resolution No. 121924- , A Resolution appointing representatives to the Law Enforcement Agency “Law Board.”

|                              |                                  |                                      |
|------------------------------|----------------------------------|--------------------------------------|
| Greg McKinley<br>Comm Dist 2 | Law Enforcement Agency<br>2 year | January 1, 2025<br>December 31, 2026 |
| Kathryn Focke<br>Comm Dist 3 | Law Enforcement Agency<br>2 year | January 1, 2025<br>December 31, 2026 |

Enclosures:



**COUNTY CLERK &  
ELECTIONS**  
*Personnel*

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

## COMMISSION AGENDA REPORT

**FROM:** Elizabeth Ward, Human Resources Director

**MEETING:** December 19, 2024

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

**PRESENTER:** Elizabeth Ward, Human Resources Director

**Enclosures:**

- 2024-12 P&D MMathis EAF (DOCX)
- 2024-12 Counselor CHoleman EAF (DOCX)
- 2024-12 Appraiser ANyp EAF (DOCX)
- 2024-12 Election CMarr EAF (DOCX)
- 2024-12 EM BFisher EAF (DOCX)
- 2024-12 Fire CHauck EAF (DOCX)
- 2024-11 Election SCarpenter EAF (DOCX)
- 2024-12 Treasurer CDavis EAF (DOCX)
- 2024-12 Clerk JGodown EAF (DOCX)
- 2024-12 DKennedy EAF (DOCX)

## RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

**Full Legal Name:** Molly Mathis**Status Change Date:** 12/30/2024**Status Change:** Promotion**Date of Hire:** 04/15/2024**Seniority:** 0 Year(s), 7 Month(s)**Position:** Administrative Assistant I**Position Type:** Regular Full Time**Pay Range:** Range 4**Pay Type:** Hourly**Base Rate:** \$19.75**Annualized Pay:** \$41,080.00**Funds Codes:** 1- General/24-Planning & Development**Supervisor:** Amanda Webb**Department Head:** Amanda Webb

BoCC Chair \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

Attachment: 2024-12 P&amp;D MMathis EAF (15248 : Employee Action Form (Green Sheet))

## RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

**Full Legal Name:** Clancy Holeman**Status Change Date:** 12/20/2024**Status Change:** Retirement**Date of Hire:** 02/17/2005**Seniority:** 19 Year(s), 9 Month(s)**Position:** County Counselor**Position Type:** Regular Full Time**Pay Range:** LL**Pay Type:** Salary**Base Rate:** \$8,483.77**Annualized Pay:** \$220,578.02**Funds Codes:** 1- General/4- Counselor**Supervisor:** BOCC**Department Head:** BOCC

BoCC Chair \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

Attachment: 2024-12 Counselor CHoleman EAF (15248 : Employee Action Form (Green Sheet))

## RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

**Full Legal Name:** Anika Nyp**Status Change Date:** 12/20/2024**Status Change:** Separation**Date of Hire:** 06/26/2023**Seniority:** 1 Year(s), 5 Month(s)**Position:** Clerical Assistant**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$15.00**Annualized Pay:** \$15,000.00**Funds Codes:** 1- General/22-Appraiser**Supervisor:** Allen Todd**Department Head:** Anna Burson

BoCC Chair \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

Attachment: 2024-12 Appraiser ANyp EAF (15248 : Employee Action Form (Green Sheet))

## RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

**Full Legal Name:** Chuck Marr**Status Change Date:** 12/11/2024**Status Change:** Deceased**Date of Hire:** 09/20/2017**Seniority:** 7 Year(s), 2 Month(s)**Position:** Election Worker**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** Stipend**Funds Codes:** 1- General/19-Election**Supervisor:** Susan Boller**Department Head:** Rich Vargo

BoCC Chair \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

Attachment: 2024-12 Election CMarr EAF (15248 : Employee Action Form (Green Sheet))



## RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

**Full Legal Name:** Baldwin Fisher**Status Change Date:** 12/12/2024**Status Change:** Separation**Date of Hire:** 05/24/2021**Seniority:** 3 Year(s), 6 Month(s)**Position:** Emergency Mngt Planner**Position Type:** Regular Full Time**Pay Range:** Range 4**Pay Type:** Hourly**Base Rate:** \$25.26**Annualized Pay:** \$52,540.80**Funds Codes:** 1- General/10-Emergency Management**Supervisor:** Laurie Harrison**Department Head:** Russel Stukey

BoCC Chair \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

Attachment: 2024-12 EM BFisher EAF (15248 : Employee Action Form (Green Sheet))

## RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

**Full Legal Name:** Charles Hauck**Status Change Date:** 12/04/2024**Status Change:** Deceased**Date of Hire:** 01/01/1980**Seniority:** 44 Year(s), 11 Month(s)**Position:** Volunteer Firefighter**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** Stipend**Funds Codes:** 183-Riley County Fire District 1/183- Riley County Fire District 1**Supervisor:** Douglas Russell**Department Head:** Russel Stukey

BoCC Chair \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

Attachment: 2024-12 Fire CHauck EAF (15248 : Employee Action Form (Green Sheet))

## RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

**Full Legal Name:** Shelby Carpenter**Status Change Date:** 12/13/2024**Status Change:** Separation**Date of Hire:** 02/21/2024**Seniority:** 0 Year(s), 9 Month(s)**Position:** Election Assistant**Position Type:** TASND**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$15.00**Annualized Pay:** \$15,000.00**Funds Codes:** 1- General/19- Election**Supervisor:** Anita Cook**Department Head:** Richard Vargo

BoCC Chair \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

Attachment: 2024-11 Election SCarpenter EAF (15248 : Employee Action Form (Green Sheet))

## RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

**Full Legal Name:** Carroll Davis**Status Change Date:** 12/16/2024**Status Change:** New Hire**Date of Hire:** 12/30/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Office Building Receptionist**Position Type:** Regular Full Time**Pay Range:** Range 1**Pay Type:** Hourly**Base Rate:** \$19.10**Annualized Pay:** \$39,728.00**Funds Codes:** 1- General/7-Treasurer**Supervisor:** Shilo Heger**Department Head:** Shilo Heger

BoCC Chair \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

Attachment: 2024-12 Treasurer CDavis EAF (15248 : Employee Action Form (Green Sheet))

## RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

**Full Legal Name:** Jospheh Godown**Status Change Date:** 12/21/2024**Status Change:** Promotion**Date of Hire:** 04/06/2020**Seniority:** 4 Year(s), 8 Month(s)**Position:** Real Estate Specialist**Position Type:** Regular Full Time**Pay Range:** Range 15**Pay Type:** Salary**Base Rate:** \$2,668.00**Annualized Pay:** \$69,368.00**Funds Codes:** 1- General/2- Clerk**Supervisor:** Rich Vargo**Department Head:** Rich Vargo

BoCC Chair \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

Attachment: 2024-12 Clerk JGodown EAF (15248 : Employee Action Form (Green Sheet))

## RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

**Full Legal Name:** Damion Kennedy**Status Change Date:** 12/16/2024**Status Change:** New Hire**Date of Hire:** 01/06/2025**Seniority:** 0 Year(s), 0 Month(s)**Position:** Intensive Supervision Officer I**Position Type:** Regular Full Time**Pay Range:** Range 11**Pay Type:** Hourly**Base Rate:** \$27.14**Annualized Pay:** \$56,451.20**Funds Codes:** 2001- KDOC Juv Serv/521- Juvenile Services**Supervisor:** Sandi Wikoff-Harper**Department Head:** Megan Lewis

BoCC Chair \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

Attachment: 2024-12 DKennedy EAF (15248 : Employee Action Form (Green Sheet))



**Board of Riley County  
Commissioners  
Regular Meeting  
TENTATIVE Agenda  
December 23, 2024**

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

Cindy Kabriel  
785-565-6200

**Commission Chambers**

**8:30 AM**

[District 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**

**Press Conference Topics**

**Review Tentative Agenda**

**9:00 AM**

**Michael Rezkalla, Pawnee Mental Health Services Director**

2. Pawnee Mental Health Services update

**9:15 AM**

**Diane Creek, Health Department Director and Shanika Rose, Chronic Disease Risk Reduction Coordinator**

3. Request to fill internally

**9:30 AM**

**Press Conference**

**10:10 AM**

**Bryant Parker, Counselor/Director of Administrative Services**

4. Administrative Work Session

**10:30 AM**

**Megan Lewis, Community Corrections Director**

5. Staff update

**Adjournment**

**Announcement**

Riley County Offices will be closed Tuesday, December 24th,

Attachment: 12-23-24 tentative agenda (14258 : Tentative Agenda)



Wednesday, December 25th and Thursday, December 26th in observance of the Christmas Day holiday.

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

Attachment: 12-23-24 tentative agenda (14258 : Tentative Agenda)



**Board of Riley County  
Commissioners  
Regular Meeting  
TENTATIVE Agenda  
December 30, 2024**

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

Cindy Kabriel  
785-565-6200

**Commission Chambers**

**8:30 AM**

[District 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**

**Bryant Parker, Counselor/Director of Administrative Services**

1. Administrative Work Session

**9:20 AM**

**Break**

**9:30 AM**

**Press Conference**

**9:35 AM**

**Bryant Parker, Counselor/Director of Administrative Services**

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

**Adjournment**

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

Attachment: 12-30-24 tentative agenda (14258 : Tentative Agenda)



**COUNTY  
COUNSELOR/ADMINISTRATIVE SERVICES**  
*Staff Update*

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

## STAFF REPORT

**FROM:** Clancy Holeman, Riley County Counselor

**MEETING:** December 19, 2024

**SUBJECT:** Pending County Projects County Counselor

**PRESENTER:** Clancy Holeman, Riley County Counselor

**Enclosures:**

- FINAL\_Commission List 12.16.2024 (DOCX)

**PENDING COUNTY PROJECTS ▪ July 2024 through December 11, 2024, Submitted by Clancy Holeman, Riley County Counselor**

**NOTE:** The below lists are not intended to be a comprehensive list of all “pending” Commission or other County Department/Division projects underway. Instead, the below lists represent an ongoing “snapshot” of the current status of selected pending projects which have either consumed significant staff time or involve county issues of widespread significance. Additional entries show selected project work for individual county departments. The sequence of entries below is not intended to reflect the priority assigned to any work described. All entries more than 6 months old have been removed (with the exception of some entries when historical information may be useful). ***Bold type entries are the most recent.***

**COMMISSION LIST**

**I. Projects By Category:**

**American Rescue Plan:** Discussion with staff about possibly engaging consultant to assist County with federal/state requirements in future use of County’s \$14M allocation of ARPA funds. Similar concept to staff’s use of consultant with prior CARES funding. Unlike CARES funding, a primary focus of ARPA funding is infrastructure. (8-31-21)

**Board of Riley County Commissioners:** Prepare letter of support for City of Ogden grant application. (9-13-23) Attend and participate in BOCC meetings. (9-7-23; 9-11-23) Assist in finalization of annual County financial audit. (9-14-23) Attend and participate in BOCC meeting. (10-12-23.) Work on pending litigation “T”. (10-13-23) Attend and participate in BOCC meeting (10-16-23.) Attend and participate in BOCC meetings. (10-19-23;10-23-23) Work on communication project. (10-24-23; 10-25-23.) Review contractual provisions for subsequent use. (10-25-23.) Attend and participate in BOCC meeting. (10-26-23.) Attend and participate in County/City/USD 383 meeting. (10-26-23.) Attend and participate in BOCC public meeting in City of Ogden. (10-30-23.) Attend and participate in BOCC meeting. (11-2-23.) Prepare for late arrival to BOCC meeting on November 6, 2023. (11-5-23.) Work on Fire District project. (11-7-23) Attend and participate in BOCC meetings. (11-9-23; 11-13-23) Attend and participate in BOCC meeting. (12-28-23) (Work on fence view issue. (1-2-24) Review agenda and prepare for 1-4-24 BOCC meeting. (1-3-24) Attend and participate in BOCC meeting. (1-4-24) Prepare for 1-8-24 BOCC meeting. (1-5-24) Work on fence view issue. (1-5-24) Attend and participate in BOCC public meetings. (1-8-24; 1-11-24) Review project contract. (1-11-24) Work on fence view. (1-14-24; 1-15-24; 1-16-24; 1-17-24) Work on Fence view. (1-18-24; 1-19-24; 1-20-24;1-21-24;1-22-24) Work on letter of support for WTC. (1-19-24; 1-20-24) Attend and participate in BOCC meeting. (1-18-24; 1-22-24) Obtain BOCC approval of letter of support for WTC. Attend and participate in BOCC meetings. (1-25-24; 1-29-24) Draft and place on BOCC agenda support letter for City of Ogden’s grant application. (1-25-24) Work on fence view. (1-25-24; 1-26-24;1-28-24; 1-29-24; 1-30-24; 1-31-24) Attend and participate in BOCC meetings. (2-1-24;2-5-24) Obtain BOCC signature on fence view order; file with ROD; email copies of signed order to both parties (or their counsel). (2-1-24) Regular mail and email to both parties of file-stamped originals of fence view order. (2-2-24) Attend and participate in BOCC meetings. (2-12-24; 2-15-24;2-19-24) Meet with counsel for party in pending matter. (2-16-24) Attend and participate in public BOCC meetings. (2-22-24; 2-26-24) Attend and participate in BOCC meeting. (2-29-24) Attend and participate in BOCC meeting (3-7-24) Attend and participate in BOCC meetings. (3-11-24;3-14-24; 3-18-24) Attend and participate in BOCC public meetings. (3-21-24;3-25-24) Work to schedule executive session. (3-21-24) Attend and participate in BOCC Meetings. (4-4-24; 4-8-24) Attend and participate in BOCC meetings. (4-11-24; 4-15-24) Enter appearance as counsel of record in multiple pending mortgage foreclosure and probate cases to process claims for unpaid real and/or personal property taxes. (4-9-24; 4-10-24; 4-11-24; 4-12-24) Review mtg. foreclosure file and answer filed. 4-16-24) Attend and participate in BOCC public meetings. (4-22-24; 4-25-24,4-29-24) Attend and participate in BOCC public meetings. (5-2-24; 5-6-24) Attend budget presentations to BOCC of various outside agencies. (5-6-24) Work

on file documentation presented today by Jason Hilgers of City's draft plan on City's proposed CICO Park Improvements. (5-2-24) Review information for BOCC agenda item scheduled for 5-6-24. (5-3-24) Work on appropriation request analysis. (5-3-24) Attend and participate in BOCC public meetings. (5-9-24; 5-13-24. Work on analysis of appropriation issues. (5-9-24;5-12-24) Work on appropriation issue question. (5-14-24) Attend and participate in BOCC public meetings: (5-30-24; 6-3-24) Attend and participate in BOCC public meetings. (6-6-24; 6-10-24) Watch BOCC public meeting online during remote work. (6-13-24) Attend and participate in BOCC public meeting. (6-17-24) Attend and participate in BOCC public meetings. (6-20-24;6-24-24) Attend City/County/County meeting. (6-20-24) Communication on pending contractual issue. (6-21-24) Schedule executive session for Monday, July 1, 2024. (6-26-24) Attend and participate in BOCC meetings (6-27-24; 7-1-24) Attend and participate in BOCC meetings. (July 8, 2024; July 11, 2024) Attend and participate in staff working group on planned retreat. (7-9-24) Prepare for upcoming executive session. (7-8-24;7-9-24;7-10-24) Work on potential authorization for beer sales at Kaw Valley Rodeo during Riley County Fair. (7-8-24) Attend and participate in BOCC public meetings. (7-15-24;7-18-24) Confirm vendor has complied with terms of beer sales at Kaw valley Rodeo. during Riley County Fair. (7-12-24) Place indemnification agreement on BOCC agenda for review and approval by BOCC at 7-18-24 public meeting. (7-16-24) Attend and participate in BOCC public meetings. (7-22-24; 7-25-24) Discuss new potential fence view with citizen. (7-24-24) Attend and participate in BOCC public meetings. (8-1-24; 8-5-24) Attend and participate in BOCC public meetings. (8-8-24;8-12-24; 8-15-24; 8-19-24; 8-26-24;8-29-24;) Register for ARPA webinar on preparation for 12-31-24 deadlines. (8-13-24) Work on citizen application to BOCC. (8-26-24) Attend and participate in BOCC public meetings. (9-5-24; 9-9-24) Attend and participate in BOCC public meetings. (9-12-24; 9-16-24) Review probate case matter. Communicate with staff. (9-17-24) Attend and participate in BOCC meetings. (9-19-24; 9-23-24) Work on fence view. (9-23-24; 9-24-24; 9-25-24) Consult with Deputy County Counselor on draft. (9-24-24) Attend and participate in County retreat. 9-25-24) Work on fence view. Discuss with Deputy Counselor. (9-27-24) Review legal issue. (9-29-24) Work on fence view. (9-30-24;10-1-24; 10-2-24) Attend and participate in tour. (9-30-24) Attend and participate in BOCC public meetings. (9-26-24; 9-30-24) Attend and participate in BOCC public meetings. (10-3-24; 10-7-24; 10-10-24; 10-17-24) Attend and participate in fence view. (10-4-24) Work on fence view. (10-7-24; 10-8-24; 10-9-24) Attend and participate in BOCC public meeting. (10-21-24) Advise on issue. (10-21-24) Prepare for BOCC 10-28-24 public meeting. (10-25-24) Attend and participate in BOCC 10-28-24 public meeting. Work on project with Deputy County Counselors. (11-5-24) Work on immediately previous project. (11-7-24) Participate in BOCC public meeting. (12-2-24)

#### **“Constitutional Protection of County Home Rule”:**

**County Jail Inmate Medical Care:** Schedule staff discussion of contract development. (5-21-23) Meeting with Mark French on contract. Communication with staff working group to schedule teams meeting May 7, 2024. (5-1-24) Review material in preparation for Teams meeting. Participate in Teams meeting. Carry out assigned task. (5-7-24) Communication from team members regarding assigned task. (5-8-24) Communicate with working group and vendor. Possible resolution by Thursday, September 5<sup>th</sup>, (9-2-24; 9-3-24) Finalize contract documents working with vendor and working group. Provide final contract documents to Clerk's office for 9-5-24 BOCC public agenda. (9-3-24)

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

21) Discuss final contract documents for agenda separately with EM Director and L3Harris Contract Administrator. (9-29-21) Obtain BOCC approval of Amendment 1 to Master Service Agreement. (9-30-21)

**Delinquent Real Property Tax Sale:** Legal research. Prepare documents for the next stage in the process. (4-12-24) Work to review final contract signed. (May 1, 2024) Contact IT with information on underlying purchase. (5-3-24) Attend and assist in Delinquent Real Property Tax Sale. (6-28-24) Attend and participate in BOCC meetings. (11-14-24; 11-18-24)

**“Dark Store”:**

**District Court:**

**Federal Rules on Vaccination Mandate:**

**First Christian Church:** Now this property is “listed” as a “historic site,” there are state law restrictions applicable whenever a “project” is undertaken involving potential repair, damage or destruction of the site or its structure (9-11-23;9-12-23;9-13-23) Work on Appeal. (9-14-23;9-15-23;9-16-23;9-17-23;9-18-23;9-19-23; 9-20-23; 10-4-23;10-5-23-10-6-23;10-7-23;10-8-23;10-10-23; 10-11-23.) Work on appeal. (10-12-23; 10-17-23; 10-18-23.) Conversation with opposing counsel and agree to extend her time to file brief. (11-3-23) Receive emailed brief from opposing counsel on appeal; following two extensions of time which opposing counsel had requested—which extensions were granted by the Court of Appeals. (1-19-24) Timely filed our brief in February 2024. Checked with Clerk of Court of Appeals—There have been no orders from Court of Appeals since, setting or denying both sides’ request for oral argument, etc. (5-2-24) **Work on appeal. (12-10-24;12-11-24)**

**Indigent Legal Services:** Attorney contracts for 2022 were created and emailed to current attorneys under contract. (11-3-21) Notice to Riley County Bar Association of at least one attorney vacancy effective January 1, 2022. (11-4-21) Proposed 2022 contracts have been provided to all current lawyers under contracts. None returned as of 11-23-21. No indigent legal service contracts are in place for the calendar year 2022. Work on various issues related to this service. (2-10-23; 2-13-23; 2-14-23; 2-15-23; 2-16-23; 2-19-23; 2-20-23; 2-21-23; 2-22-23; 2-24-23; 2-26-23; 2-27-23; 2-28-23; 3-1-23; 3-2-23; 3-3-23; 3-4-23; 3-7-23; 3-8-23) Work on various issues related to this service. Work at staff level on compensation for this service. (3-28-23) schedule next staff level discussion of compensation for this service. Discuss with Deputy Counselor compensation for this service. (3-29-23) **Work on project. (6-1-23) Work on project. (6-8-23) Draw up final version of CAR; RFP; and Contract. (6-19-23; 6-20-23) Obtain BOCC approval of form RFP and Contract. (6-22-23) Finalize RFP and contract and distribute to local Bar Association membership with encouragement to apply well before August 4, 2023, deadline for proposals because they will be considered as they are submitted. (6-29-23; 6-30-23) Create documents for publication in newspaper and placement on county website for this service. (7-7-23; 7-10-23; 7-11-23; 7-12-23) Deadline for proposals to arrive in Clerk’s office 5 p.m. August 4. Work on issues related to service. (10-25-23.) Work on scheduling discussion. (6-5-24) Work on issues. (7-29-24; 8-8-24; 8-9-24;8-12-24) Continue working on project. (9-18-24). Work on same project. (9-23-24;9-24-24; 9-25-26) Work on. (9-30-24; 10-1-24; 10-2-24) Work on project. (10-10-24; 10-11-24; 10-15-24) Work on project. (10-16-24; 10-23-24) Work on project. (10-24-24;10-25-24; 10-29-24; 10-30-24) Work on project. (10-31-24; 11-6-24; 11-7-24) **Work on project. (12-5-24; 12-6-24; 12-11-24)****

**Legislation:** Discuss with BOCC potential annual legislative conference dates in December 2023. (10-16-23) Notify delegation members conference scheduled on the following date which worked for a majority of responding legislators: December 14, 2023, noon to 2 pm. (10-26-23) Work on agenda for legislative conference (10-27-23; 10-30-23) Work on agenda for legislative conference. (11-13-23;11-14-23;11-15-23) Work on letter of BOCC support for SB 196. Obtain BOCC signatures and email to Senate Assessment and Taxation Committee. (1-4-24;1-5-24;1-7-24;1-8-24) Prepare and submit timely lobbyist compensation report

Attachment: FINAL\_Commission List 12.16.2024 (15242 : Clancy's Commission List)



for 2023 legislative session. (1-10-24) Prepare BOCC opposition letter for HB 2036. (1-10-24) Present draft of HB 2036 opposition testimony. Re-draft to insert BOCC changes. Obtain BOCC final approval of letter. Timely submit to senate committee secretary final version of HB 2036 BOCC opposition testimony. (1-11-24) Communicate with House delegation on BOCC testimony submitted previously to Senate Tax on SB 196 and HB 2036. (1-15-24) Communicate with contract lobbyist on HB 2468 (a bill of concern to Emergency management) (1-16-24) Communicate with member of state delegation on SB 196; HB 2036. Work on HB 2026 opposition testimony. (1-16-24) Work on HB 2036. (1-17-24) Work on SB 162. Communicate with lobbyist. (1-18-24) Work on SB 162 (1-19-24) Appear before Senate Committee on Local Government on SB 162. (1-22-24) Review SB346(upzoning/downzoning—removal of county authority). (1-25-24) Work on SB 162. (1-25-24; 1-31-24) Discuss various bills with lobbyist. (2-2-24) Discussion with another county counselor on a bill Riley County is interested in. (2-2-24) Work on SB 162. (2-2-24) Discuss SB 162 with lobbyist. (2-21-24) Communicate with contract lobbyist on HB 2599 (KORA request fees) (2-27-24) Review legislative issues remaining in session of interest to Riley County. (2-28-24) Work on SB 162 set for hearing in House Local Government committee on Monday, March 11, 2024. (3-5-24;3-6-24) Work with Deputy Counselor on contract issue. (3-6-24) Work on SB 162 hearing scheduled for March 11, 2024. (3-7-24;3-8-24) Attend and participate with Commissioner McKinley in hearing before the House Committee on Local Government in support of SB 162. (3-11-24) Communicate with contract lobbyist on SB 162. (3-12-24) Communicate with delegation member on SB 311; Discuss with County Appraiser. (3-12-24) Review House calendar status of SB 162. It is on General Orders. (3-20-24) Communication from contract lobbyist. Communicate with BOCC members regarding immediately foregoing. Attend and participate in KAC legislative policy committee zoom meeting. Present Riley County legislative requests. (8-28-24) Review HB 2754—school inspections by local health officer (11-8-24) Review HB 2754 on school inspections by local health officer. Discuss with Jay Hall, Deputy Executive Director of KAC. (11-12-24) Work on upcoming annual legislative conference scheduled for December 12, 2024. (11-27-24;12-2-24; 12-3-24) Communicate with contract lobbyists. (12-3-24) Work on annual legislative conference. (12-2-24; 12-3-24; 12-4-24) **Work on annual legislative conference. (12-5-24, 12-11-24)**

**Leonardville North County EMS Station:** Follow up call to City of Leonardville attorney. (4-11-23) Set up phone appointment with City of Leonardville Attorney—to discuss having city begin process of opening the easement as an alley for access to the site. (5-3-23) Phone discussion with City of Leonardville attorney and arrange for teams meeting next Tuesday (5-9-23) with him, Craig and me to discuss details of City legally “opening” alley to site of ambulance and performing tree trimming along that alley. (5-3-23)

**National Opioid Litigation Settlement:** Notice of Deadline to “opt in” to latest round of national opioid class action litigation settlements is April 18, 2023. (3-27-23) Prepare and submit CAR for BOCC 4-10-23 public meeting; with my recommendation to BOCC regarding “opt in” to latest round of national opioid class action litigation settlements—5 new defendants settling. Discuss with Assistant Attorney General managing this matter state-wide. (4-6-23) Submit electronically our “opt in” to latest round of national opioid class action settlements, as previously authorized by BOCC. Confirmation from settlement administrator that “opt in” accomplished. (4-14-23)

**NG-911 Committee (Road naming):** Attend and participate in committee meeting. (2-14-23)

**Pawnee Mental Health: Work** on project of existing de minimus lease of county owned building to agency. (10-25-24)

**Proposed Construction of EMS/EM/RCFD Emergency Services Headquarters:** Schedule work session for discussion of design issue related to facility. (1-27-23)

**Riley County Annual Legislative Conference:** Discussion with County Register of Deeds to schedule meeting week of December 5<sup>th</sup> to review documentation of long-term revenue loss to Riley County caused by

legislature's past elimination of the mortgage registration fee. (12-1-22) Work preparing for 12-12-22 legislative conference. (12-8-22; 12-11-22) Discuss legislative conference information with County Appraiser. (12-8-22) Discuss legislative conference information in meeting with County Register of Deeds. (12-9-22) Work with members of delegation; 2023 Annual Legislative Conference scheduled for Thursday, December 14<sup>th</sup>, from noon to 2 p.m., BOCC chambers. (10-23-23) Conversation with member of delegation—confirming member will attend. (10-24-23.) Discuss options with BOCC regarding potential 2024 annual legislative conference. (7-22-24)

**Riley County District Court:** Discussion regarding BOCC consideration of funding potential “resolution docket” to assist with case backlog. (4-27-23) Work on project. (5-2-24)

## **Rural Economic Development Advisory Board:**

**Staff Budget and Planning Committee:** Attend and participate in discussion. (11-12-24)

**White Canyon Benefit District:** White Canyon benefit district's residents' request, made during this date's public commission meeting, asking whether Riley County willing to supplement the cost of the benefit district's proposed private road improvement project. No dollar figure provided by benefit district residents. County staff instructed to provide BOCC at upcoming meeting most recent Riley County Public Works' “estimate” of “northern route” as an option to current benefit district project proposed. (8-30-21)

## **II. Projects by Department or Division:**

**Administrative Services/County Counselor:** Work on matters related to departmental transition. (1-25-2023; 1-26-2023; 1-27-2023) Interviews of applicants for Deputy County Counselor position in transition scheduled to take place 9-29-23.-23. (3-2-23; 3-3-23) Work on Departmental transition matters. (4-28-24) Work on Departmental transition matters. (5-2-24; 5-3-24)

**Riley County Appraiser's Office:** Communicate with department Head on costs associated with BOTA appeal. (12-29-23) Communicate with staff on immediately preceding issue. (1-1-24) Communicate with Appraiser on exemption application. (1-11-24) Advise Department Head on legal issues. (1-24-24) Advise Department Head on process issue. (2-29-24;3-1-24) Communicate with department head. And Deputy Counselor. (3-4-24; 3-8-24) Advise Appraiser on KORA request. (5-1-24) Communication on legal matters. (5-1-24) Communication on different legal matters. (5-1-24; 5-2-24) Assist Department Head on pending matter. (5-6-24) Communicate on legal matter. (5-14-24) Meet with and advise Department Head on BOTA decision and separate appraisal matter. (5-29-24) Communicate with staff on upcoming meeting dates for discussion. (7-5-24) Communicate with Department Head about recent appellate case victory for PVD involving 8 other counties. (9-3-24) Assist and advise Department Head with question. (9-18-24)

**Riley County Attorney:** Discuss legal issue. (2-1-24)

**Riley County Clerk:** Advise and assist on open record act issue. (9-12-23;9-13-23) Schedule meeting with staff of two departments to plan means of addressing particular type of KORA request in most fair and efficient manner to reduce, potentially, two departmental workloads. (9-13-23;9-14-23) Reschedule forgoing meeting to 10-27-23. (10-19-23) Work on contract law issue. (10-24-23) Assist with legal issue. (11-3-23;11-5-23; 11-6-23.) Approve on minute track as to form revised parking lot resolution developed by Deputy Counselor. (1-2-24) Work on autopsy record storage issue. (2-2-24) *Prepare* resolution regarding Plaza reservations; present to BOCC and obtain approval. (2-27-24; 2-28-24;2-29-24) Communicate with staff on a request for a mailing address change. Communicate with counsel on client name change. Communicate with staff on records name change issue. (3-4-24;3-5-24) Work on notice of upcoming special meeting of BOCC. (3-12-24) Work with Clerk staff member on preparing for RNR compliance during 2025 budget. (3-20-24) Work with Department



Head and his staff on election procedural matters raised by vacancy in a City of Manhattan elected office. (5-10-24) Work on contract issue for department. (6-14-24) Attend and participate in staff working group regarding ongoing project. Communicate with contractor afterward. (6-17-24) Review return of contract accepting our contractual attachment. Communicate with Department staff on next steps for BOCC approval. (6-21-24) Prepare Commission Agenda report on foregoing project. Staff uploads for Thursday, June 27<sup>th</sup> BOCC public meeting. (6-24-24) Work on Finance Officer question on behalf of BOCC. (6-25-24) Legal analysis of RNR statute. (6-27-24; 6-28-24; 7-2-24; 7-3-24) Assist with staff questions regarding legal interpretation. (7-5-24) Assist with project. (8-16-24) Assist with RNR resolution. (8-19-24; 8-20-24) Assist with project. (8-21-24; 8-22-24; 8-23-24; 8-27-24; 8-28-24; 8-29-24; 8-30-24; 9-2-24; 9-3-24) *Assist with same project.* (9-6-24) Assist with same project. (9-9-24; 9-13-24; 9-15-24; 9-16-24; 9-17-24) Discuss with Dept. Head news item about election offices in 6 states. (9-17-24) Assist on issue. Communicate with citizen and member of local outside agency. (10-22-24) Communication from Clerk's office. (10-22-24)

**Riley County Community Corrections:** Discuss with PIO and department Head proposed correction of recently published newspaper article on grant award to Department. (1-2-24) Further conversation with Department Head and PIO about immediately preceding newspaper article. (1-2-24) Communicate with Director on potential policy. (2-27-24) Contact Department at request. (5-14-24) Work with Department on project involving funding. (5-15-24)

**Riley County Emergency Management:** Work on project issue. (11-7-23; 11-8-23) Conversation with stakeholders on a radio tower lease amendment. (1-2-24) Communicate with Director on state winter weather disaster declaration just released. (1-24-24) **Assist** with written response to vendor. (4-22-24) Advise on KORA request. (5-2-24) Advise other staff on same KORA request. (5-2-24) Contact County PIO about foregoing, relevant to any photos or video. (5-2-24; 5-3-24) Check in with Helpdesk. (5-7-24) Work with State project manager regarding scheduling matter on roundabout project at k-13/US24, easement purchase from county of County ROW at Fire Station. Work with Cindy K. on agenda time. (5-7-24) Work with department on personnel law matter. (5-14-24; 5-15-24) Assist with project legal issue. (8-8-24) Assist with project legal issue. (8-12-24; 8-13-24; 8-14-24; 8-15-16; 8-16-24)

**Riley County Emergency Medical Services:** Prepare for staff discussion of proposed ride along program and its necessary requirements. Participate in staff discussion. (5-7-24)

**Riley County Extension:** Work on legal question raised by Director. (5-29-24) Communicate with Department Head. Work on project for upcoming use of Fairground Arena for KSU rodeo club event at county fairground arena. (8-20-24; 8-23-24; 8-25-24; 9-2-24)

**Riley County Fire District No. 1:** Work on contract law issue. (11-7-23; 11-8-23.) Work on separate contract law issue. (11-7-23) Prepare for January 9, 2024, training presentation to District leadership. (12-27-23; 12-28-23; 12-29-23; 12-30-23; 12-31-23; 1-1-24) Conversation with HR Director regarding upcoming training to District leadership. (1-2-24) Conversation with Department Head on pending litigation. (1-2-24) Additional conversation with HR Director regarding upcoming training in District leadership. (1-2-24) Preparation for January 9, 2024, training presentation to District Leadership. (1-3-24) Check out technology at Public Works for tonight's training presentation to District Leadership. (1-16-24) Present training, along with HR Director, to District Leadership. (1-16-24) Work on Fire District/University Park fire station project. (2-23-24) Communicate with lobbyist on HB of concern to department. (2-28-24) Communicate with department on KORA issue. Communicate with outside counsel. And Deputy County Counselor. (3-4-24) Communicate with Fire Chief. (3-21-24) Work on contract issue. (3-26-24) Prepare and obtain Chairman's signature on Local Disaster Emergency Declaration regarding cybersecurity incident. Attend and participate in special BOCC public meeting. (4-1-24) Draft extension of Local Disaster Emergency Declaration on cybersecurity incident. Then obtain BOCC approval of extension of local disaster emergency declaration. (4-2-24; 4-3-24; 4-4-24) Draft local emergency declaration on Axelton Hill Road wildfire and obtain BOCC chairman signature. (4-6-

24) Prepare extensions of both local disaster emergency declarations. (4-10-24) Present and obtain BOCC approval of both immediately preceding local disaster emergency declarations. (4-11-24) Review and approves as to form FRA matter. (7-24-24) Communicate with department staff on pending matter and advise. (9-3-24) Work on contract project. (10-16-24;10-17-24;10-18-24; 10-21-24; 10-23-24;10-24-24;10-25-24)

**Riley County GIS:** Assist with provision of “shapefile” requested by company. Communicate with company representatives and GIS staff. (6-5-23; 6-6-23)

**Riley County Health Department:** Work on contract law issue. (10-12-23;10-13-23.) Work on contract law issue. (10-19-23;10-23-23; 10-24-23.) Advise Department on personnel policy manual upcoming revision. Communicate with county staff on parking issue. (3-26-24) Schedule staff discussion with this Department and another on legislative issue. (6-26-24) (Advise Department Head on legislative matter. (7-3-24) Advise Department Head on state funding matter. (7-3-24) Work on project. (9-11-24) Work on electronic medical record matter. (9-24-24; 9-25-24) Work with Deputy County Counselor on project to assist Department. (9-27-24) Work on separate project to assist Department. (9-29-24) Work on project to assist department. (10-7-24; 10-8-24) Work on project to assist Department. (10-21-24) Assist with project.(11-19-24)

### **Riley County Historical Museum:**

**Riley County Human Resources.** Finalize Green Dot Contract. (9-12-23) Conversation with HR. (10-12-23.) Review example of proposed Performance Review new form to be completed by 10-16-23. (10-12-23) Work with a department on HR issue “IV.” (10-13-23.) Work with Department on unrelated HR issue(“V”). (10-16-23.) Work with Department on unrelated HR issue “VI”. (10-16-23.) Work with department on Personnel issue I. (10-19-23;10-23-23; 10-25-23.) Work with division on personnel law issue II. (10-24-23.) Work with Division and Department Head on personnel law issue II. (10-25-23;10-26-23;10-27-23;10-28-23-10-29-23;10-30-23) Work with Division and Department Head on personnel law issue. (11-1-23.) Work with Division and Department on personnel law issues. (11-2-23;11-3-23; 11-5-23;11-6-23.) Work on personnel law issue for Division and Department. (11-10-23). Work with Division and Department on personnel law issues. (11-9-23;11-13-23; 11-14-23). Prepare for disciplinary action appeal scheduled for January 4, 2024. (12-289-23) Communicate with team members on working group considering revision of personnel manual. Working group to reconvene 1-9-24. (1-2-24) Work on personnel issues. (1-4-24; 1-5-24) Communicate with Department head and Division head on upcoming potential meeting regarding process. (1-12-24) Communication from Division head on upcoming work group work for discussions on personnel policies. (1-12-24) Working group discussion of personnel policy issues. (1-12-23) Working group discussion of personnel policy manual. (1-18-24) Working group discussion of personnel policy practice. (1-22-24) Analyze and comment upon potential policy. (1-24-24) Analyze potential changes to personnel policy. (1-29-24; 1-30-24; 1-31-24) Advise on legal issue. (2-1-24) Work on personnel policy manual issues. (2-22-23;2-23-24) Communicate with Division director given federal law changes in identified policies. (2-27-24) Review material provided. (2-27-24) Work with Division Director on scheduling upcoming presentations to BOCC in public meetings. (3-12-24) Work on Personnel Policy issue. (3-13-24) Work on upcoming executive session. (3-12-24;3-13-24) Work on personnel policy issue. (3-14-24;3-15-24;3-17-24;3-18-24) Work on different personnel policy issues than immediately preceding entry. (3-18-24) Work on both of the immediately preceding entry matters. (3-19-24) Work on dress code issues. (4-9-24) Review KORA request. (4-9-24) Discuss personnel law issue. (5-8-24) Work with Division and Department Head on two distinct personnel law issues. (5-10-12) Work with Division and Department Head on distinct personnel law issue. (5-14-24) Review and continue working on proposed policy. (5-28-24; 5-29-24) Work with HR, and a Dept. Head on personnel law issue. (5-31-24; 6-3-24) Work with staff group on proposed policy. (6-3-24) Work with HR and Department Head on personnel issue. (6-3-24) Work with HR. on personnel issue. (6-4-24; 6-5-24)) Work with HR on personnel matter. (6-7-24) Work with HR on personnel policy approval. (6-7-24) Work with HR on 2 distinct and unrelated personnel law issues. (6-17-24) Work with HR on personnel law issues. (6-18-24) Work with Division head on personnel legal issue. (7-2-24) Assist with upcoming personnel issue. (7-5-24)

Assist Division and BOCC with personnel law issue. (7-25-24) Assist with project on open position. (9-15-24) Assist with unrelated issue. (9-17-24) Assist with statutory provisions—provide and communicate. (9-23-24) Assist with project. (10-15-24) Assist with project. (10-18-24) Assist with different aspect of project. (10-18-24) Assist with project involving RCHD. (10-21-24) Work with staff on project. (10-22-24) Assist in preparing for pending matter. (10-25-24) Work with Director and staff, along with Deputy County Counselor, on a department's personnel matter. (11-5-24) Work with Director and Deputy County Counselor's on personnel policy matter. (11-12-24) Assist with project. (11-20-24) **Assist with project. (12-11-24)**

**Riley County Information Technology/GIS** Work with department on contract law issue. (10-24-23.) Conversation with GIS staff member regarding City GIS “layer” issue. (1-2-24) Discuss legal issues involving federal act(s) and communication technology. (2-1-24) Communication from IT about on-going efforts to protect network. (5-7-24) Opinion given on contractual issue. (12-3-24)

**Riley County Museum:** Advise Director on question raised on behalf of Historical Society. (5-3-23)

**Riley County Noxious Weeds/Hazardous Household Waste:** Discuss with department head upcoming potential property leases of county ground. (5-3-23) Request Department Head provide copy of deed on one of leased properties—to review restrictions on all the leased properties. (5-4-23) Schedule discussion with Department Head on real property issue. (5-22-23) Review and approve as to form weed control contract proposed by KDOT. Inform Department head I've done so. (1-2-24) Conversation with Department Head on immediately preceding contract. (1-2-24)

**RILEY COUNTY PLANNING AND DEVELOPMENT.** Work on Comprehensive Plan update matter. (7-17-24) Work on County Retreat matter. (7-17-24)

**RILEY COUNTY POLICE DEPARTMENT—Administered by Law Enforcement Agency (“Law Board”):** Communication from City Manager, County Clerk and County Attorney regarding RCPD question about potential ordinance or resolution. I contact Barry Wilkerson for discussion. (1-12-24) Work on project. (4-15-24; 4-16-24; 4-17-24) Communication from third party on budget matter. (5-2-24) Work on inmate medical project. (5-29-24) Participate in staff working group on inmate medical project. (5-31-24) Communicate with vendor of inmate medical services. (5-31-24) Work on inmate medical project. (8-14-24; 8-15-24; 8-16-24)

**Riley County Planning & Development:** Represent County in District Court hearing on Prairiewood appeal. (8-29-23) Conversation with landowner. (10-12-23.) Review and approve Comprehensive Plan resolution “as to form” for 10-16-23 BOCC meeting. (10-12-23.) Work on pending litigation. (10-13-23) Work on pending litigation “III”. (10-13-23.) Work on pending project “I”. (10-13-23.) Conversation with opposing counsel in pending appeal “II.” (10-13-23) Work on benefit district project. (11-6-23; 11-7-23.) Work to schedule meetings with business and staff on different pending legal issues. (11-7-23; 11-8-23) Work on benefit district contract for environmental assessment. (1-26-24; 1-31-24) Complete work on benefit district contract for environmental assessment; route vendor—approved contract to this department's Office Manager for placement on next Monday's business meeting agenda, following conversation with Department Head. (2-1-24) Work with Department Head on contractual issue. (2-14-24) Work with Department Planner and Deputy on upcoming agenda item. (3-19-24) Work on immediately preceding entry again. (3-20-24) Work on benefit district issue. Discuss with Deputy County Counselor. (3-20-24) Review and approve as to form plat. (3-21-24) Discuss upcoming public hearing with staff member. (3-21-24) Work on upcoming land use issue. (3-26-24) Discuss with staff special use hearing before Planning Board evening of 4-8-24. (4-9-24) Conversation with opposing counsel in pending appeal. Draft motion to extend time to file our brief. I will file such agreed motion this week. Motion filed. (4-15-24) Review sanitary code issue. (4-18-24) Schedule meeting with department staff member on separate code violation enforcement matter. (4-18-24) Review correspondence on separate possible code violation matter. (4-18-24) Status report back on separate code enforcement matter.

(4-18-24) Status report back on separate code enforcement matter. (4-18-24) Work on SB 384. (SB 162) as signed by Governo as part of SB 384. Meeting with staff of Planning and Development and RCHD. (4-26-24). Work solo on immediately preceding project list entry. (4-28-24) Review and approve as to form contract for project. Discuss with Department Head. (5-2-24) Communication with Department Staff on pending code enforcement matter. (5-2-24) Communicate with Department head on immediately preceding code enforcement matter. (5-3-24) Correspondence with outside professional based on citizen question regarding pending project. (5-3-24) Assist staff of this department on pending matter. (5-6-24) Communication from Department staff on different matter for calendaring. Respond. (5-6-24. Contact representative of citizen in pending matter. Relay information to staff member working on the matter. Relay information to another Department Head assisting in matter. (5-6-24) Respond to communication from Department Head on ongoing project of her department. Respond to communication from Department Head on different project of her department. (5-7-24) Communication from staff of Department on different project of her department. (5-7-24) Discuss with Department Head different project of her department; in response to communication from her of procedural question. (5-7-24) Answer question from Department Head on procedural question. Communicate with Department Head and Cindy K. (5-7-24) Review litigation material served on a co-defendant in pending code enforcement case. (5-7-24) Discuss pending enforcement matter with Code Enforcement officer. (5-7-28; 5-8-24) Work on pending Court of Appeals matter. (5-15-24) Work on comp plan consultant project. (5-29-24) Calendar Evergy application regarding Ashland Bottoms special use application. (5-29-24) Review and sign plat presented by Department staff. (5-29-24) Prepare for executive sessions. (6-5-24) Advise Department Head on project legal issue. (6-12-24) Work on pending appeal matter. (6-25-24) Work on pending sewer project. (7-3-24) (Advise Department Head on legislative matter. (7-3-24) Complete Agreement for Retreat Consultant. (7-18-24) Work on Comprehensive Plan Update matter. (7-18-24; 7-19-24) Work on court of appeals brief (8-1-24; 8-2-24; 8-3-24; 8-4-24; 8-5-24) Evaluate project grant possibility legal issue. (8-6-24) Work on different pending Court of Appeals brief augmentation in pending matter. (8-5-24; 8-6-24) Communicate with Deputy Counselor on update regarding project. (8-9-24) Review and approve “as to form” contract for surplus personal property auction. (8-30-24) Work on KDOT roundabout project involving K-13. (9-2-24) Finalize contract documents for KDOT roundabout projects at two locations and provide documents to County Clerk for BOCC agenda for 9-5-24 (9-3-24) Attend and participate in tour of Riley County-owned buildings in preparation for upcoming retreat. (9-20-24) Meet with Department Head on pending projects. (9-24-24) Attend and participate in Keats town hall public meeting on that sewer district’s pending project. (11-13-24)

**Riley County Public Information Officer:** (5-8-23) Further communication with PIO and working group about same informational program. (5-8-23) Communication from PIO requesting legal advice. (7-24-23) Conversation on lawful options for final version of BOCC minutes. (10-24-23.) Schedule upcoming meeting on possible documentary. (3-12-24) Communicate with regarding Facebook change of services offered. (3-12-24) Discussion with PIO regarding request for release of information. (5-31-24)

**Riley County Public Works:** Discuss land use issue with Department Head. (10-12-23.) Communicate with potential vendor on project. (10-13-23.) Communicate with county insurer on project. (10-13-23.) Contract law issue. (11-6-23.) Work on bid packet issue. (1-2-24) Contacted by KDHE requesting permission for project. Relay request to Public Works Director and invite conversation. (1-3-24) Discuss with Director Township Officers’ March 6, 2024, meeting agenda. Contact outside party as possible participant to assist with program. (2-2-24) Attend and participate in Township Officials annual meeting. (3-6-24) Review and approve contract “as to form.” (3-8-24) Review contract proposed. (3-11-24) Discuss staff contract proposed. (3-12-24) Work with Assistant County Engineer on assembly of contract for agenda. (3-19-24) Review and approve as to form immediately preceding contract. Conversation with Cindy K on delivery of contract to County Clerk’s office for this Thursday’s agenda. Place contract in delivery bin from Public Works to County Clerk’s office. (3-20-24) Work on elevator contracts and discuss with Department Head. (4-5-24; 4-6-24; 4-8-24) Conversation with Dept. Head regarding KDHE request to do well test on county site. (4-15-24) Conversation with Dept. Head regarding drainage easement. (4-16-24) Review update on pending resolution.



(4-18-24). Review and approve as to form covenant and easement documents for EMS HQ project. (4-23-24) Respond to email from KDHE on agency's planned sampling in Fairmont Park, after discussion with Department Head. (4-23-24) Conversation with Assistant County Engineer. Approve as to form transfer station truck scale Contract. (4-23-24) Work on KDOT roundabout project as it affects Riley County. (4-26-24; 4-28-24; 4-29-24; 4-30-24) Work on preceding KDOT project as it affects Riley County. 5-8-24. Work on policy issue involving CDL training. (5-30-24; 5-31-24) Review and approve as to form project document. (5-31-24) Review and approve as to form unrelated project document. (5-31-24) Approve as to form contract for project. (6-3-24) Work on project documents. (6-4-24) Conversation with consulting engineer on state highway project. (6-14-24) Communication from KDOT counsel on state "roundabout" project at US 24 and K-13. Contact Public Works Directo. Contact KTOT counsel. (6-26-24) Communicate with Department Head on immediately preceding project. (7-2-24) Advise Department Head on separate and distinct legal matter. (7-3-24) Assist Department and BOCC with ongoing project issue. (7-25-24) Discuss with Department Head facilities matter. (8-15-24) Discuss with Department Head ongoing KDOT project. (8-15-24; 8-16-24) Communicate in response to KDOT attorney on KDOT project. (8-16-24) Attend and participate in departmental staff meeting. (8-30-24) Finalize contract documents on the two KDOT roundabout projects, working with Department Head. and provide documents to Clerk's office for 9-5-24 agenda. (9-3-24) Work with Department Head finalizing contract documents for design of window replacement project in CPE. Provide to Clerks office for 9-5-24 agenda (9-3-24). Work with counsel for KDOT on finalizing execution of contract documents on two roundabout projects. (9-12-24) Work on pending construction project. Participate in staff discussion by Zoom. (11-7-24)

**Riley County Register of Deeds:** Communicate with three offices, their staff and department heads on common legal issues. (11-7-23) Communicate with department head on same issue. (11-8-23) Work on legal issue regarding filing. (2-29-24; 3-1-24; 3-4-24) Work with department head and staff of County Clerk and County Appraiser to resolve filing issue. (3-4-24) Assist with legal issue involving KORA (9-18-24; 9-19-24; 9-23-24) Advise on legal issue. (9-25-24)

**Riley County Treasurer:** Discuss with Department Head process for Opioid Settlement Fund payments routed from Attorney General's Office. Discuss with Assistant Attorney General supervising such distributions. (12-21-22) Work on Delinquent Real Property Tax Foreclosure case for 2024. (4-12-24) Review claim for delinquent real property taxes in mtg foreclosure case. (4-16-24) Review claim for delinquent real property taxes in mtg foreclosure case. (4-16-24) Review probate case order directing payment of real property tax. (4-16-24) Review mtg foreclosure case and demand for payment of real property tax. (4-16-24) Review of probate case and real property tax. (4-16-24) Review delinquent real property tax efilings. (4-19-24) Work with legal staff on upcoming delinquent real property tax sale. (4-23-24) Process with staff response to citizen inquiry to county website about tax sale properties. (4-29-24) Process with staff response to another citizen inquiry to county website about tax sale. (4-29-24) Discuss tax sale property issue involving request from executor of titled owner. Call the executor and leave voicemail. Resolve with executor. (5-7-24) Sign order dismissing individual parcel from tax sale. (5-8-24) Work with department staff on preparation of Motion for Default Judgement in 2024 delinquent real property tax sale. (5-10-24) Obtain judgment in favor of Riley County on motion for default judgment in Riley County District Court for upcoming delinquent real property tax sale. (5-28-24) Delinquent property tax sale meeting with office staff. (5-29-24) Approve withdrawal pleadings from pending probate cases wherein our filed claims for property taxes resulted in payment. (6-14-24) Assist Department Head with citizen communication. (6-17-24; 6-18-24) Work on property tax foreclosure case. (6-26-24) Review personal property tax communication. (10-25-24) Consult with Deputy Counselor on bankruptcy law issue. (10-30-24) Assist with question. (12-4-24)

### **III. Projects by Professional Association, Internal and External Committees/working groups, CLE, & Other Administrative Matters:**

**Ad Hoc Staff Committees/Work Groups on Multiple Subjects:** Staff committee discussion of issue in recent tax sale. Clerk and staff, Treasurer, Appraiser and staff. (3-6-23)

**Administrative Matters:** Discuss with HR CAR I'll prepare for transition of Counselor position based upon my scheduled 2025 retirement. (5-19-23) Work on transition of Deputy position given incumbent's scheduled retirement. (5-22-23;5-23-23) Discuss and decide with staff on renewal of "Hawver" subscription. (5-30-23) Register for June 20 webinar on Title VI requirements under ARPA; to be conducted by Officer of Recovery. (6-5-23) Information to Office Manager on invoice for Westlaw. (7-5-23) Partners' Meeting. (7-21-23) Review and approve proposed CAR drafted by H.R. for upcoming position vacancy due to retirement. (7-27-23) Work with HR and staff working group preparing for candidate interviews for 2 positions. (7-27-23;7-28-23) Staff meeting to discuss departmental input, as requested by PIO, on survey regarding retention and recruitment and retention. Provide info to PIO. (8-2-23) Review, approve Department timecards. (8-6-23) Work on transition of department for upcoming vacancy in Office Manager position. Review all internal applications. Communicate with both Riley County Deputy County Counselors and H.R. Director. (8-6-23) Work on transition of department to fill vacancy in Legal Assistant position. (8-10-23;8-11-23; 8-13-23) Review City/County/County agenda for 8-17-23 meeting. (8-13-23) Work on upcoming retirement receptions for department. (8-11-23; 8-14-23; 8-15-23;8-16-23;8-17-23) Continued work on transition of department to fill vacancy in Legal Assistant position. (8-15-23) Participate in panel interview of candidate for Legal Assistant I position. (8-18-23) Attend retirement reception in BOCC chambers for Jill Seaton. (8-31-23) Relay eflex latest to staff—No access to court of appeals or supreme court yet as of noon today. (1-26-24) Participate as donor in County/Red Cross blood donation drive. (2-14-24) Work on closing issue involving sale of a portion of a larger parcel—the sale of which does not involve a pending code enforcement proceeding. (2-15-24) Work at PW successfully confirming, with IT assistance, our desktops there appropriately "sync" with our desktops in our CPE office. (2-26-24) Work with Public Works on key card/key fob access to that portion of Public Works building where our office will temporarily relocate. (2-27-24) Work on temporary relocation of office during 4<sup>th</sup> floor renovation project. (2-28-24) Work with I.T. to synchronize desktops at departmental CPE office and temporary space at Public Works. (3-1-24) Catch up on emails. Respond when appropriate. (4-9-24) Work on transition of Deputy County Counselor caseload to County Counselor. (4-10-24; 4-11-24; 4-12-24) Work on applicant interview scheduling for Deputy County Counselor position. (4-15-24) Work with our Office Manager on 2025 departmental budget request. (4-16-24) Work on departmental transition matters. (5-2-24; 5-2-24; 5-3-24) Brief staff meeting—my meetings schedule today. (5-7-24) Review and delete emails. (5-7-24) Work on transition: Introduce Deputy County Counselor to BOCC members; and 3 department heads (5-13-24) Introduce Deputy County Counselor to 3 more department heads. (5-14-24) Review and approve as to form payroll and accounts payable. (5-28-24) Work on transition matters in office. (5-30-24; 5-31-24) Contact IT about recent communications to organization about a system update. (6-3-24) Brief Bryant on relevant discussions during today's public BOCC meeting. (6-3-24) Weekly office staff meeting. (6-14-24) Work with staff working group on scheduled shut off of electricity to CPE. (6-17-24; 6-18-24) Work on organization of office filing. (7-5-24) Participate in CAR promoting Deputy County Counselor to County Counselor, effective January 1, 2024. (7-18-24) Consult with Deputy County Counselor on various pending projects. (7-24-24) Discuss potential internal publication of notice of Deputy Counselor's recent promotion by BOCC, effective January 1, 2025. (7-24-24) Prepare for interviews of candidates for Deputy County Counselor position, now that current Deputy has been promoted to County Counselor effective January 1, 2025. (8-7-24' 8-8-24; 8-13-24) Weekly staff meeting. (8-9-24) Organization and filing in preparation for transition. (8-9-24; 8-10-24;8-11-24) Weekly staff meeting. (9-13-24) Discussion regarding transition matters with Deputy County Counselor. (9-18-24) Weekly staff meeting. More transition planning for on-boarding of Jacob Hanson, for training as Deputy County by both me and Deputy County Counselor/County Counselor effective December 21, 2024, Bryant Parker. (9-27-24) Work with Bryant and Jacob. (9-30-24; 10-1-24; 10-2-24) Departmental staff meeting/Partners' Meeting to continue fostering transition with input from all department staff. (10-2-24) Work on transition for department. (10-3-24; 10-4-24; 10-7-24; 10-8-24) Departmental staff meeting/Partners' Meeting. (10-9-24) Departmental staff meeting. (10-21-24) Departmental staff meeting/Partners' Meeting. (10-23-24) Attend ARPA webinar. (10-23-24)

Partners' discussion on transition and organizational culture matters. (10-25-24) Departmental staff meeting. (10-25-24) Work on departmental transition. (11-14-24;11-15-24;11-19-24) Prepare to conduct performance review. (11-27-24) Conduct performance review. (12-2-24) Prepare to conduct performance review. (12-3-24; 12-4-24) Conduct performance review (12-4-24)

**Continuing Legal Education:** Attend online CLE program. (6-11-23) Attend CCAK CLE program. (6-16-23) Discuss department budget preparation for 2025. (4-18-24) Attend an open.gov zoom on "roll out" of budget creation. (4-18-24) Work on department budget request. (4-22-24; 4-23-24; 4-24-24; 4-25-24) Confirm electronically with CLE commission whether compliant for 2023 through June 30, 2024, for CLE requirements. Register for the remaining one-hour CLE to be presented online. (5-2-24; 5-3-24) Discuss with partners KORA matter. (11-13-14)

**County Counselor Association of Kansas:** Attend and participate virtually in Board of Governors meeting of CCAK. Summer CLE planning. (2-21-24) Contact KAC about presenter's assigned time during June 21, 2024, CCAK CLE program. Relay to presenter. Recontact KAC. Recontact presenter. (5-2-24) Contact from presenter. Relay information to Jay Hall. Confirm to presenter all in place for CLE. (5-6-24) Communicate with Deputy Director and Presenter scheduled for CCAK CLE to take place 6-21-24. (6-18-24) Attend online program of association for required CLE. (6-21-24) Review opioid funds distribution charts from KAC. (8-9-24)

**Department Head Committee:** Attend and participate in committee meeting. (7-5-23) Attend and participate in meeting. (7-19-23) Attend and participate in committee meeting. (8-2-23) Attend and participate in Committee Meeting. (10-18-23) Attend and participate in committee meeting. (11-1-23.) Prepare for meeting scheduled for 1-3-24 (1-2-24) Attend and participate in Committee meeting. (1-3-24) Prepare for, attend and participate in committee meeting. (3-20-24) Prepare for 4-17-24 committee meeting. (4-16-24) Attend and participate in committee meeting. (5-1-24) Attend and participate in committee meeting. (6-5-24) Attend and participate in meeting. (7-3-24) Attend and participate in meeting. (9-18-24) Attend and participate in committee meeting. (10-2-24) Attend and participate in committee meeting. (10-16-24) Attend and participate in meeting. (11-6-24)

**Intergovernmental Luncheon:** Attend and participate in 2 pm. meeting of committee. (3-11-24)

**Joint Task Force on Possible Fair and Rodeo Relocation:** Attend 2<sup>nd</sup> meeting of group at Chamber offices. (7-14-23) Attend first ½ hour of task force meeting at KSU foundation. (8-16-23)

**Kansas Association of Counties:** Review communication on Kansas Supreme Court case considering self-insured entities. (3-8-24)

**Staff Budget and Planning Committee:** Work with B & P on development of contracts for transfers to small cities for loss of funds as countywide ½ cent sales tax sunsets 12/31/22. (11-15-22) Review material for BOCC presentation to be made by Budget and Planning during the next BOCC public meeting. (11-28-22) Attend and participate in Committee meeting. (11-29-22) Ask Shilo for her opinion on draft of agreement. (2-7-23) Prepare for scheduled 1-3-24 committee meeting. (1-2-24) Attend and participate in Committee meeting. (1-3-24) Review upcoming agenda for scheduled 1-30-24 committee meeting. Communicate with committee. (1-26-24) Attend and participate in committee meeting. (2-20-24) Work with IT/GIS staff on temporary move of department to Public Works during 4<sup>th</sup> floor CPE construction project. (2-21-24) Attend and participate in meeting of committee. (3-11-24; 3-12-24;3-13-24) Conversation with Budget and Finance Officer. Available date of return from vacation. Accept B & P Meeting scheduled for 3 pm May 28, 2024. (5-7-24) Attend and participate in committee meeting. (5-28-24) Work on potential remote work policy. (5-28-24; 5-29-24) Attend and participate in committee meeting. (6-4-24) Attend and participate in meeting. (10-15-24)



**Staff Riley County Employee Recognition Day Planning Committee:** Attend and participate in committee work planning Employee Recognition Day. (6-20-23) Analyze proposed venue contract. Conversation with County's insurer. Voicemail left with PIO. (7-5-23) Attend and participate in Committee meeting (7-18-23) Communicate with sales representative for AMC Theatre. (8-2-23; 8-3-23) Communicate with AMC representative and our insurer regarding event. (8-13-23) Attend and participate in committee meeting. (8-15-23) Communicate with our insurer and attorney for venue regarding Recognition Day. (8-15-23) Communicate with attorney for venue regarding Recognition Day. (8-16-23; 8-17-23) Attend and participate in Employee Day. (10-9-23.) Work on future Employee Recognition Day issue. (10-18-23) Contact insurer to evaluate coverage for potential site for 2024 Employee Recognition Day. (1-2-24) Attend and participate in committee meeting. (2-20-24) Communicate in response to questions about recognition for years of service by employees in attendance. (3-15-24) Attend and participate in committee meeting. (3-19-24) Check on potential keynote or breakout session speaker. Contact agent for venue to confirm paperwork necessary to finally reserve venue, obtain copy of complete contract required and obtain liability insurance coverage requirements. Contact county's insurer to confirm the required liability coverage will be in place for county on October 14<sup>th</sup>. Attend and participate in committee meeting. (4-16-24) Work on venue documentation. (4-30-24; 5-1-24) Check with C & W on status of certificate of insurance. (5-3-24; 5-7-24) Work on venue reservation and insurance coverage required. (5-28-24; 5-29-24) Work on venue reservation. (6-7-24) Attend and participate in committee meeting. (6-18-24) Work with group on input for CAR to describe event for BOCC. (6-24-24) Attend and participate in committee meeting. (7-16-24) Attend (slightly late) and participate in Committee meeting. (8-20-24) Sign up to volunteer to assist with event at Employee Recognition Day. (9-17-24) Order pastry for event as assigned by committee. (9-18-24) Staff meeting—work on transition planning for next week. (9-27-24) Work on event. (10-2-24) Attend and participate in Employee Recognition Day. (10-14-24)

**Staff Road Renaming Committee:**



**EXTENSION**  
*Staff Update*

**Gary Fike**  
County Extension Director  
110 Courthouse Plaza  
Manhattan, KS 66502  
Phone: 785-537-6350

## **STAFF REPORT**

**FROM:** Gary Fike  
**MEETING:** December 19, 2024  
**SUBJECT:** Extension Staff Report  
**PRESENTER:** Gary Fike

County Extension Director Gary Fike will give his last county commission report.

Enclosures:



**Planning & Development**  
Public Hearing

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

## RESOLUTION

**FROM:** Bob Isaac, Planner

**MEETING:** December 19, 2024

**SUBJECT:** Replat Lots 16 and 17, Block F, White Canyon Subdivision, and an unplatted tract in Government Lot 6, into a single lot.

**PRESENTER:** Bob Isaac, Planner

### **BACKGROUND**

See staff report.

### **DISCUSSION**

See staff report.

### **FISCAL IMPACT**

None is anticipated

### **ALTERNATIVES**

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

### **RECOMMENDATION(S)**

On December 9, 2024, the Riley County Planning Board heard the request and approved the Final Plat of Reid Lane Addition, a replat of Lots 16 and 17, Block F, White Canyon Subdivision, and an unplatted tract in Government Lot 6 into a single lot, as it was determined

Updated: 12/11/2024 2:27 PM by Lisa Daily

Page 1

that it met the minimum requirements of the Riley County Land Development Regulations and Sanitary Code.

**STAFF RECOMMENDATIONS:**

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Reid Lane Addition, a replat of Lots 16 and 17, Block F, White Canyon Subdivision and an unplatted tract in Government Lot 6, into a single lot, as it was determined that the plat meets the minimum requirements of the Riley County Land Development Regulations and Sanitary Code.

**POSSIBLE MOTION(S)****ACTION NEEDED FOR PLAT:**

- . Motion to approve Resolution 121924-\_\_\_ acknowledging the approved Final Plat of Reid Lane Addition, a replat of Lots 16 and 17, Block F, White Canyon Subdivision, and an unplatted tract in Government Lot 6 into single lot, and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that it meets the requirements of the Riley County Land Development Regulations and Sanitary Code.

Or

- . Motion to sign Resolution 121924-\_\_\_ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Reid Lane Addition, a replat of Lots 16 and 17, Block F, White Canyon Subdivision, an unplatted tract in Government Lot 6 into a single lot, as it has been determined that it does not meet the requirements of the Riley County Land Development Regulations and/or Sanitary Code.

**ATTACHMENT(S):**

- Staff report
- Maps
- Excerpt of Planning Board minutes

**Enclosures:**

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



# PLANNING & DEVELOPMENT

## STAFF REPORT

### Replat

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**PETITION:** #24-054

**APPLICANT:** Chris Reid  
310 Apache Dr.  
McCook, NE 69001

**PROPERTY OWNER:** Reid Holdings, LLC  
310 Apache Dr.  
McCook, NE 69001

**REPRESENTATIVE:** Stephen Becker - Garber Surveying  
3206 Kimball Ave.  
Manhattan, KS 66503

**REQUEST:** Replat Lots 16 and 17, Block F, White Canyon Subdivision, into a single lot.

**SIZE OF TRACT:** The subject site is approximately 3.1 acres.

**LOCATION:** Generally located directly east of the intersection of Baldwin Park Road and Lakeshore Lane; Section 1, Township 8 South, Range 6 East; Sherman Township.

**JURISDICTION:** This application is subject to the requirements of the Riley County Land Development Regulations.

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**BACKGROUND:** The subject property includes Lots 16 and 17, Block F, of White Canyon Subdivision, platted in April 1964, and a small unplatted tract of land situated in Government Lot 6 in the SW¼ of Section One (1), Township Eight (8) South, Range Six (6) East. The unplatted tract was part of a land swap with the U.S. Corps of Engineers in 1988. The subject replat also includes the vacation of a portion of the road right-of-way situated at the nexus of Baldwin Park Road and Lakeshore Lane.

In May 1964, a building permit was issued for the home currently occupying the site. A second building permit was issued in March 2013 to construct a garage behind the home (Certificate of Occupancy issued August 2014).

Presently, the applicant wishes to replat the aforementioned lots/tracts together into a single lot to allow the replacement of a separate accessory structure located in front of the home. The Planning Department has no record that a building permit was issued for the original structure being replaced. Although the applicant used the same concrete pad as the original building, it was discovered through the building permit process that the structure (and concrete pad) encroached into the road right-of-way. The proposed replat will vacate enough right-of-way to abate the encroachment and bring the accessory structure into compliance with the front building setback; however, a variance will still be needed for the accessory structure as it encroaches into the side yard setback.

#### **DESCRIPTION:**

Physical site characteristics: Existing Lot 17 is developed with a single family home, while Lot 16 has never been developed. The subject property is a mix of grassland and various cedar trees, sloping toward Tuttle Creek Reservoir at an approximate 25-26% slope. The east third of the subject site is located within the 1% annual chance floodplain, the western edge of which follows the Corps of Engineers' 1140 elevation perpetual flowage easement line.

General character of the area: Although the general layout of the neighborhood is a mix of a very sparse number of developed lots among several undeveloped, suburban-size residential lots, the general character of the area remains very rural.

#### **SUITABILITY OF ZONING:**

Zoning History: The property has been zoned agricultural since 1958. There are no variances, special uses or conditional uses associated with the site.

Current Zoning: The subject property is currently zoned AG (Agricultural District) and has been zoned as such since 1958. The property was not required to be rezoned single family residential with this petition, as the existing home was made conforming to the agricultural district upon adoption of the Land Development Regulations in January 2022.

| SURROUNDING ZONING/LAND USE |                            |                              |
|-----------------------------|----------------------------|------------------------------|
|                             | ADJACENT ZONING            | LAND USE                     |
| <b>NORTH</b>                | AG (Agricultural District) | Vacant residential           |
| <b>SOUTH</b>                | N/A                        | U.S. Army Corps of Engineers |
| <b>EAST</b>                 | N/A                        | U.S. Army Corps of Engineers |
| <b>WEST</b>                 | AG (Agricultural District) | Vacant residential           |

### POTENTIAL IMPACT:

#### Public Facilities and Services:

Streets and bridges: The subject property has direct access to Leedy Drive and Lakeshore Lane; each are two-lane gravel roads maintained by the township.

Water and sewer: The subject property is served by an on-site water well and septic/lateral system. Combining Lots 16 and 17 *improves* on the area requirements listed in the Sanitary Code.

Fire: Riley County Fire District #1 will continue to serve the site. The nearest County Fire Station is the Randolph Fire Station located at 111 S Front Street, in Randolph. The subject site is not located within five road miles of a fire station.

Effect on public facilities and services: It is not anticipated that the proposed replat will have a negative impact on public facilities and/or services.

### COMMENTS AND CONCERNS:

ENVIRONMENTAL HEALTH: The Riley County Environmental Health Tech reviewed the request and reported the site is in compliance with Riley County Sanitary Code. He reported that he was informed that the Corps of Engineers has given an easement for the septic system.

COUNTY ENGINEER: The County Engineer has reviewed the request and reported that Public Works has no issues with this replat; no need for traffic or drainage study.

EMERGENCY MANAGEMENT: RCFD #1 has reviewed the request and reported no issues with the proposed replat.

TOWNSHIP TRUSTEE: The Sherman Township Trustee was sent a Development Review Memo; no response has been received.

### RILEY COUNTY PLANNING BOARD

On December 9, 2024, the Riley County Planning Board heard the request and approved the Final Plat of Reid Lane Addition, a replat of Lots 16 and 17, Block F, White Canyon Subdivision, and an unplatted tract in Government Lot 6 into a single lot, as it was determined that it met the minimum requirements of the Riley County Land Development Regulations and Sanitary Code.



**STAFF RECOMMENDATIONS:**

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Reid Lane Addition, a replat of Lots 16 and 17, Block F, White Canyon Subdivision and an unplatted tract in Government Lot 6, into a single lot, as it was determined that the plat meets the minimum requirements of the Riley County Land Development Regulations and Sanitary Code.

**ACTION NEEDED FOR PLAT:**

A. Motion to approve Resolution 121924-\_\_\_ acknowledging the approved Final Plat of Reid Lane Addition, a replat Lots 16 and 17, Block F, White Canyon Subdivision and an unplatted tract in Government Lot 6, and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that it meets the requirements of the Riley County Land Development Regulations and Sanitary Code.

Or

B. Motion to sign Resolution 121924-\_\_\_ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Reid Lane Addition, a replat Lots 16 and 17, Block F, White Canyon Subdivision and an unplatted tract in Government Lot 6, as it has been determined that it does not meet the requirements of the Riley County Land Development Regulations and/or Sanitary Code.

**ATTACHMENTS:**

- Vicinity/site map
- Surrounding zoning map
- Fire Station map
- Final Plat map

Prepared by: Bob Isaac, Planner  
December 11, 2024





VICINITY AND SITE

Reid  
#24-054  
Replat  
Reid Lane Addition  
1-8-6

 1000' Buffer  
 Site



Attachment: Staff Report BOCC (121924-54 : Reid Lane Addition)



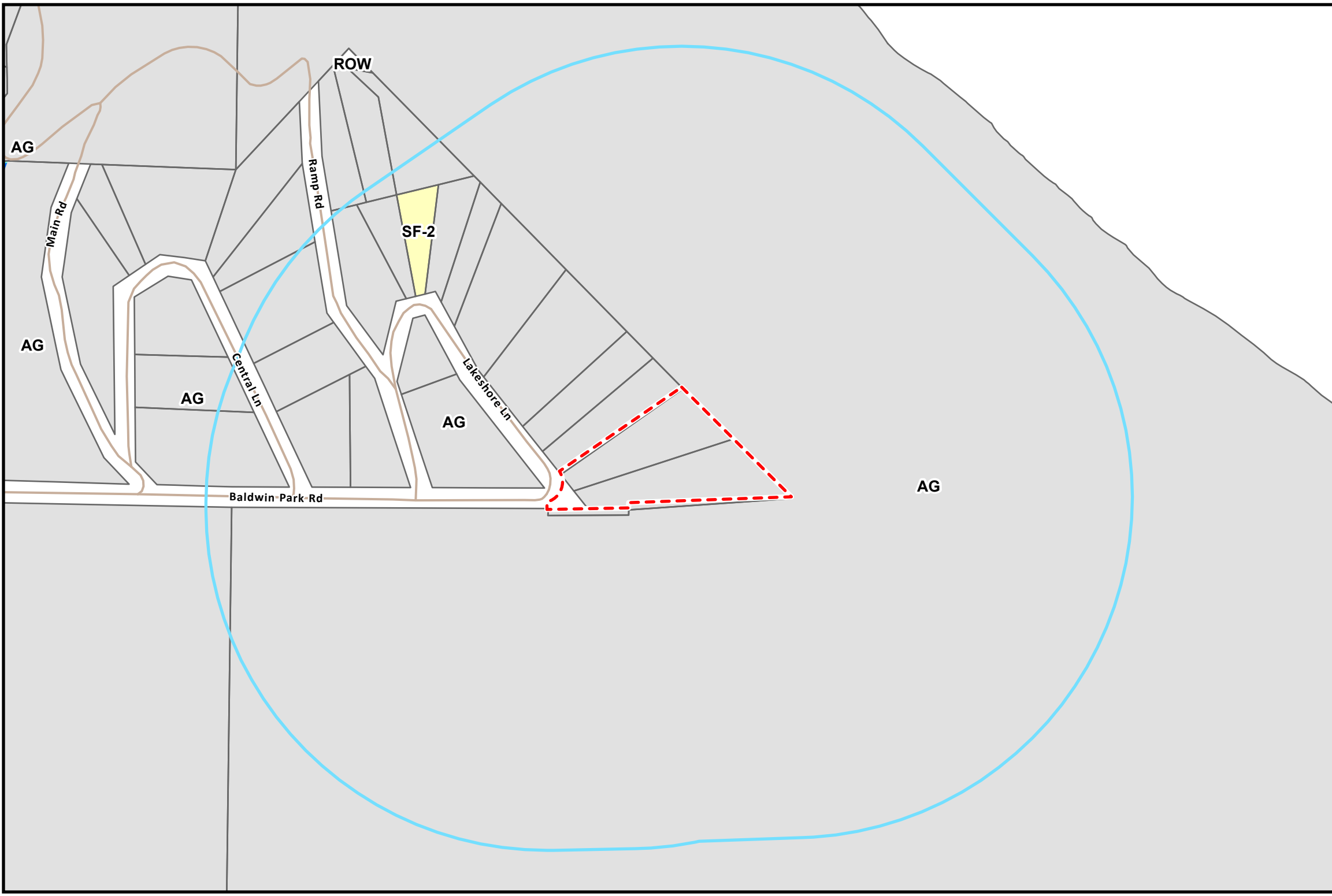


SURROUNDING ZONING

Reid  
#24-054  
Replat  
Reid Lane Addition  
1-8-6

1000' Buffer  
Site

- AG Agricultural
- AG-R AG/Residential
- C-1 General Business
- C-2 Highway Business
- Fort Riley
- I-1 Light Industrial
- I-2 Heavy Industrial
- MF Multi-Family
- MHP Manufactured Home Park
- PUD Planned Unit Development
- SF-1 Single Family
- SF-2 Single Family
- SF-3 Single Family
- TF Two-Family
- U University
- Special Zoning







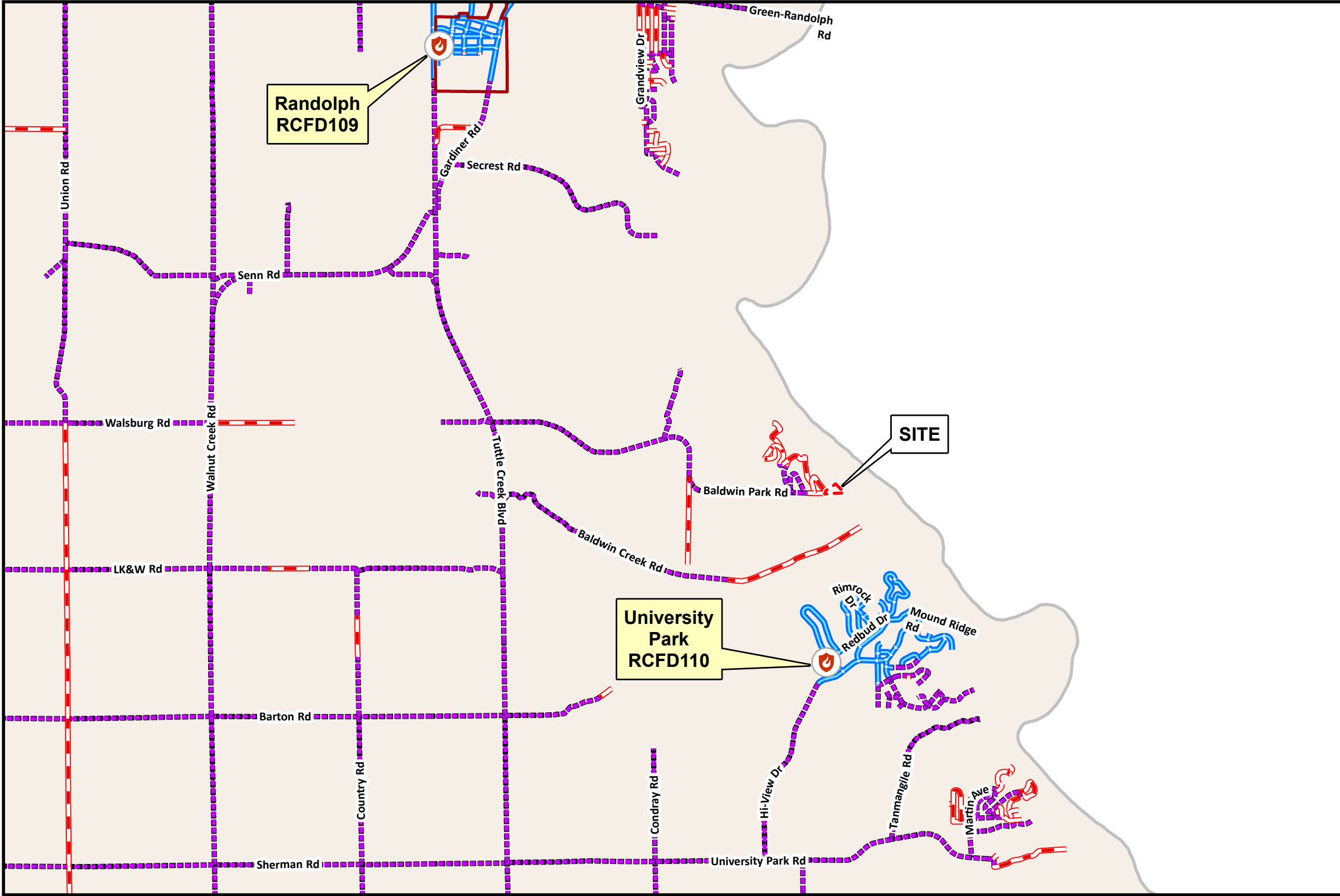
FLOODPLAIN

Reid  
#24-054  
Replat  
Reid Lane Addition  
1-8-6

- Floodplain
- 1% Annual Chance Flood (Unnumbered)
  - 1% Annual Chance Flood (Numbered)
  - Floodway
  - 1% Annual Chance Flood (1'-3' Depth)
  - 0.2% Annual Chance Flood

Attachment: Staff Report BOCC (121924-54 : Reid Lane Addition)





FIRE STATIONS

Reid  
#24-054  
Replat  
Reid Lane Addition  
1-8-6

 Fire Stations

ISO Rating

-  5 (within 1000' of a hydrant)
-  6 (within 5 road miles of 6 fire station)
-  10 (outside 5 road miles OR road is not paved/gravel)

Attachment: Staff Report BOCC (121924-54 : Reid Lane Addition)



FINAL PLAT  
REID LANE ADDITION

*A REPLAT OF LOTS 16 AND 17, BLOCK "F", WHITE CANYON SUBDIVISION  
AND A TRACT IN GOVERNMENT LOT 6, SECTION 1, TOWNSHIP 8 SOUTH,  
RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, RILEY COUNTY, KANSAS*



## DIGSAFE

UTILITY LOCATIONS SHOWN HEREON ARE BASED ON INFORMATION RECEIVED FROM KANSAS ONE-CALL (1-800-DIG-SAFE) IDENTIFIED BY TICKET #24509669 ON OCTOBER 1, 2024. BEFORE ANY DIGGING, CONTRACTOR SHOULD VERIFY UTILITY LOCATIONS BY CALLING 1-800-DIG-SAFE.

### LEGAL DESCRIPTION

A TRACT OF LAND IN THE WEST HALF OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 6 EAST OF THE 6th P.M., RILEY COUNTY, KANSAS MORE PARTICULARLY DESCRIBED BY DANIEL E. GARBER, PS683, ON THE 3rd OF OCTOBER, 2024 AS FOLLOWS:

COMMENCING at the Southwest corner of the Northwest Quarter of said Section 1; THENCE on the South line thereof on a NAD83 Kansas North Zone bearing of South 89°54'46" East a distance of 915.26 feet to a Corps of Engineers disk, being the POINT OF BEGINNING; THENCE departing said South line, North 01°16'54" West a distance of 1.78 feet; THENCE departing said South line, North 89°54'46" East a distance of 1.78 feet; THENCE departing said South line, North 89°54'46" East a chord bearing North 21°58'54" East and a chord length of 97.21 feet; THENCE North 55°29'54" West a distance of 0.55 feet to the Southeastmost corner of Lot 15 Block F of White Canyon Subdivision; THENCE on South line of said Lot 15, North 55°29'54" East a distance of 434.33 feet to the Easternmost corner of said Lot 15; THENCE on Eastern line of said Lot 15, North 55°29'54" East a distance of 434.33 feet to the Southeast corner of said Lot 15; THENCE on Southeast corner of Lot 17 in said Subdivision; THENCE departing said Eastern line, South 87°58'08" West a distance of 477.05 feet to a Corps of Engineers disk on the South line of said Northwest Quarter of Section 1 and said Lot 17; THENCE departing said South line, South 02°42'55" West a distance of 15.32 feet to a Corps of Engineers disk; THENCE on South line of said Lot 17, South 02°42'55" West a distance of 15.32 feet to a Corps of Engineers disk; THENCE North 01°16'54" West a distance of 20.36 feet to POINT OF BEGINNING.

SAID TRACT CONTAINS 3.091 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND OTHER ENCUMBRANCES, IF ANY, NOW BEING OF RECORD.

### UTILITY NOTE

ANY UTILITY COMPANY THAT LOCATES FACILITIES IN AN EASEMENT SHALL HAVE THE RIGHT TO PRUNE, REMOVE, ERADICATE, CUT AND CLEAR ANY TREES, LIMBS, VINES AND BRUSH ON THE UTILITY EASEMENT NOW OR AT ANY FUTURE TIME AND PRUNE AND CLEAR ANY TREES, LIMBS, VINES, AND BRUSH ON LANDS ADJACENT TO THE UTILITY EASEMENT WHENEVER IN THE UTILITY COMPANIES JUDGEMENT SUCH MAY INTERFERE WITH OR ENDANGER THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF ITS FACILITIES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FROM THE UTILITY EASEMENT TO CONTIGUOUS LANDS, AND THE RIGHT OF THE COMPANY TO EXCAVATE, SURVEYING, ERECTING, CONSTRUCTING, MAINTAINING, INSPECTING, REBUILDING, REPLACING, AND WITH OR ENDANGERING THE CONSTRUCTION, OPERATION OR MAINTENANCE OF SAID FACILITIES.

## FLOODPLAIN INFORMATION

THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% AND 1% ANNUAL CHANCE FLOOD ACCORDING TO FEMA FIRM (FLOOD INSURANCE RATE MAP) 20161C0150G WITH AN EFFECTIVE DATE OF MARCH 16, 2015.

## OWNER'S CERTIFICATE

STATE OF KANSAS) SS:  
COUNTY OF RILEY)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF RECORD OF THE LAND HEREON DESCRIBED ON THIS PLAT, AND THAT THE UNDERSIGNED HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS HEREIN SET FORTH.

THE UNDERSIGNED, AS SUCH OWNER, DOES HEREBY STATE THAT ALL STREET RIGHTS-OF-WAY AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES, REQUIRED DRAINAGE CHANNELS OR OTHER UTILITIES, SHALL BE GRANTED TO ANY PERSON OR ENTITY WHOSE INTERESTS ARE PROTECTED BY THE LOCATION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC. WHEN, AND, IF USED, ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND, IF USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN", "TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-408, THE UNDERSIGNED, BY THE SIGNING OF THIS PLAT, HAS MADE A CONVEYANCE OF THE RIGHTS OF THE PUBLIC TO THE PUBLIC OF THE STATE OF KANSAS, IN TRUST, FOR THE USE, ENJOYMENT, EXPRESSED OR IMPLIED.

GIVEN UNDER MY HAND AT \_\_\_\_\_, KANSAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CHRISTOPHER A. REID, REID HOLDINGS, LLC

## NOTARY CERTIFICATE

STATE OF KANSAS)  
COUNTY OF RILEY)

BE IT REMEMBERED, THAT ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, CAME CHRISTOPHER A. REID, REID HOLDINGS, LLC, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING OWNER'S CERTIFICATE, AND DULY ACKNOWLEDGED THEIR EXECUTION OF THE SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

SEAL MY APPOINTMENT EXPIRES:

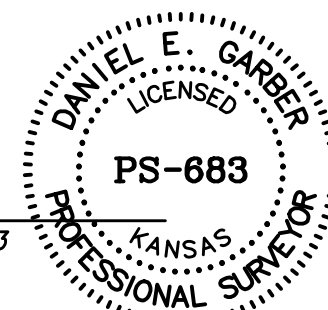
### SURVEYOR'S CERTIFICATE

STATE OF KANSAS)  
COUNTY OF RILEY)

I, THE UNDERSIGNED DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF KANSAS WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING. THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY ME, OR UNDER MY SUPERVISION, THAT ALL SUBDIVISION REGULATIONS OF THE CITY OF RANDOLPH, KANSAS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT, AND THAT ALL THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GIVEN UNDER MY HAND AND SEAL AT MANHATTAN, KANSAS THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, A.D. 2024.

DANIEL E. GARBER, P.S. 683



*Prepared For:*

***FINAL PLAT***

**Description:**  
**REPLAT OF LOTS 16, 17, BLOCK "F"**  
**WHITE CANYON SUBDIVISION**  
**RILEY COUNTY, KANSAS**

Prepared By: **Garber Surveying Service, P.A.**



HUTCHINSON

**BRANCH OFFICES:** MANHATTAN Ph. 785-320-4810  
MCPHERSON Ph. 620-241-4441 NEWTON Ph. 316-283-5053  
SALINA Ph. 785-404-6302 WICHITA Ph. 316-260-9933

|                 |                  |                                        |                             |
|-----------------|------------------|----------------------------------------|-----------------------------|
| Drawn By: GAQ   | Scale: 1"=40'    | Date of Field Work: September 30, 2024 | Job No:<br><b>G2024-637</b> |
| Checked By: DEG | Date: 12/06/2024 | Sheet 1 of 1 Sheet(s)                  |                             |



# EXCERPT OF MINUTES

## RILEY COUNTY PLANNING BOARD

December 9, 2024

Page 1

### Reid Holdings LLC – Replat

Chairman Wienck opened the public hearing at the request of the Chris Reid, petitioner, and Reid Holdings LLC, owner, to replat Lots 16 and 17, Block F, White Canyon Subdivision, and an unplatted tract in Government Lot 6, into a single lot, located in Sherman Township, Section 1, Township 8 South, Range 6 East, in Riley County, Kansas.

Bob Isaac presented the request describing the background, location and physical characteristics of the subject property. He explained the unplatted portion was part of a land swap with the U.S. Corp of Engineers in 1988. He explained that the replat also includes vacating of a portion of the road right-of-way at the nexus of Baldwin Park Road and Lakeshore Lane.

Mr. Isaac stated that the property and structures have been in violation for several years and the applicant may have inherited the violations with the purchase of the property. He said the shed doesn't currently meet the front and side yard setbacks and is also encroaching into the road right-of-way. He explained that the survey also revealed that the home extends beyond the boundary of the subdivision and doesn't currently meet the front yard setback requirement.

Mr. Isaac said the replat will vacate enough right-of-way to abate the encroachment and bring the accessory structure into compliance with the front building setback; however, a variance will still be needed for the accessory structure as it encroaches into the side yard setback.

Mr. Isaac stated the applicant wishes to replat the aforementioned lots/tracts together into a single lot to allow the replacement of the aforementioned accessory structure located in front of the home.

Staff recommended that the Planning Board approve the Final Plat of Reid Lane Addition, as it was determined that it meets the minimum requirements of the Riley County Land Development Regulations and the Sanitary Code.

Chairman Wienck opened the public hearing.

Stephen Becker, Garber Surveying, 3206 Kimball Avenue, stated he was the head surveyor on this project. He said Bob explained everything very well and the applicant is trying to use the existing foundation of the unpermitted shed, which is where the issues came from.

Jeremy Sutton, 12012 Lakeshore Lane, stated his property is located next house down from the subject site. He stated he is the nearest neighbor and the majority landowner on that side. He said he uses Lakeshore Lane every day. Mr. Sutton said replatting should fix everything and is in support of the request. He said he doesn't see any egress or ingress issues between the shed and the edge of the road.

There were no opponents.

Eric Peck moved to close the public hearing. Rita Cassida seconded. Carried 4-0.



Eric Peck moved to approve the Final Plat of Reid Lane Addition, as it was determined to meet the minimum requirements of the Riley County Land Development Regulations and Sanitary Code. Joe Gelroth seconded. Carried 4-0.

Mr. Isaac announced that the Board of County Commissioners would hear the request on December 19, 2024 at 10:30 am, in the County Commission Chambers.

**RESOLUTION NO 121924-****A RESOLUTION APPROVING THE REID LANE ADDITION PLAT AND  
ACCEPTING THE STREET RIGHTS OF WAY, EASEMENTS AND LICENSES AS  
SHOWN TO BE DEDICATED ON SAID PLAT**

**WHEREAS**, the Board of Commissioners of Riley County, Kansas, has been presented for approval of the Reid Lane Addition; and

**WHEREAS**, the Board finds that all legal requirements have been met for approval of said plat; and

**WHEREAS**, the Riley County Planning & Development Department has reviewed said plat and found it to be in compliance with the Riley County Sanitary Code; and

**WHEREAS**, the Riley County Planning Board, after appropriate notice, conducted a public hearing on December 09, 2024; and

**WHEREAS**, the Riley County Planning Board, after making a determination that said plat meets the minimum requirements of Riley County Land Development Regulations, approved said plat; and

**WHEREAS**, all required signatures have been obtained.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
COMMISSIONERS OF RILEY COUNTY, KANSAS:**

That the Reid Lane Addition plat is hereby approved, and the Board of Commissioners of Riley County, Kansas hereby accepts all street rights of way, easements and licenses, as dedicated thereon.

ADOPTED this 19<sup>th</sup> day of December, 2024

BOARD OF COMMISSIONERS  
OF RILEY COUNTY, KANSAS

\_\_\_\_\_  
John Ford, Chair

\_\_\_\_\_  
Greg McKinley, Vice Chair

\_\_\_\_\_  
Kathryn Focke, Member

ATTEST:

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

Attachment: Resolution (121924-54 : Reid Lane Addition)



**Planning & Development**  
*Public Hearing*

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

## RESOLUTION

**FROM:** Bob Isaac, Planner

**MEETING:** December 19, 2024

**SUBJECT:** Replat Lots 1 and 3-10, Block 5, Western Shore Acres Subdivision, into a single lot

**PRESENTER:** Bob Isaac, Planner

### **BACKGROUND**

See staff report.

### **DISCUSSION**

See staff report.

### **FISCAL IMPACT**

None is anticipated

### **ALTERNATIVES**

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

### **RECOMMENDATION(S)**

On December 9, 2024, the Riley County Planning Board heard the request and approved the Final Plat of Western Shore Acres Unit Three, a replat of Lots 1 and 3-10, Block 5, Western

Shore Acres Subdivision into a single lot, as it was determined that it met the minimum requirements of the Riley County Land Development Regulations and Sanitary Code.

**STAFF RECOMMENDATIONS:**

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Western Shore Acres Unit Three, a replat of Lots 1 and 3-10, Block 5, Western Shore Acres Subdivision, as it was determined that the plat meets the minimum requirements of the Riley County Land Development Regulations and Sanitary Code.

**POSSIBLE MOTION(S)**

**ACTION NEEDED FOR PLAT:**

- A. Motion to approve Resolution 121924-\_\_\_ acknowledging the approved Final Plat of Western Shore Acres Unit Three, a replat of Lots 1 and 3-10, Block 5, Western Shore Acres Subdivision, and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that it meets the requirements of the Riley County Land Development Regulations and Sanitary Code.

Or

- B. Motion to sign Resolution 121924-\_\_\_ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Western Shore Acres Unit Three, a replat of Lots 1 and 3-10, Block 5, Western Shore Acres Subdivision, as it has been determined that it does not meet the requirements of the Riley County Land Development Regulations and Sanitary Code.

**ATTACHMENT(S):**

- Staff report
- Maps
- Excerpt of Planning Board minutes

**Enclosures:**

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



# PLANNING & DEVELOPMENT

## STAFF REPORT

### Replat

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|                         |                                                                                                                                                               |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PETITION:</b>        | #24-055                                                                                                                                                       |
| <b>APPLICANTS:</b>      | Stephan & Cassidy Keating<br>1826 County Rd 355<br>Fulton, MO 65251                                                                                           |
| <b>PROPERTY OWNERS:</b> | Same as above                                                                                                                                                 |
| <b>REQUEST:</b>         | Replat Lots 1 and 3-10, Block 5, Western Shore Acres Subdivision, into a single lot.                                                                          |
| <b>SIZE OF TRACT:</b>   | The subject site is approximately 1.61 acres.                                                                                                                 |
| <b>LOCATION:</b>        | Generally located at the northeast corner of the intersection of Phillip Avenue and Leedy Lane; Section 18, Township 8 South, Range 7 East; Sherman Township. |
| <b>JURISDICTION:</b>    | This application is subject to the requirements of the Riley County Land Development Regulations.                                                             |

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**BACKGROUND:** The subject property was platted as Lots 1 and 3-10, Block 5, of Western Shore Acres Subdivision in October 1962. The applicant wishes to replat the aforementioned lots together into a single lot to allow the construction of a single family home.

**DESCRIPTION:**

Physical site characteristics: Block 5 of Western Shore Acres Subdivision consists of Lots 1-10. The block is isolated from the rest of the lots and blocks by Martin Avenue to the north, Allan Avenue to the east, Phillip Avenue to the west, and Leedy Lane to the south. These lots are vacant and have never been developed. The subject property is a mix of mature cedar trees and native grasses, with a row of mature cedar trees along the east property line and a larger row occupying the center of the tract. The parcel in its entirety gently slopes from northeast to southwest.

General character of the area: The general character of the area is open space due to the high number of undeveloped, suburban-size residential lots.

**SUITABILITY OF ZONING:**

Zoning History: The subject site was zoned A-3 (Single Family Residential) during the 1974 Zoning Conversion Process (Pet.#3).

Current Zoning: The subject property is currently zoned SF-3 (Single Family Residential). There are no variances, special uses or conditional uses associated with the site.

| SURROUNDING ZONING/LAND USE |                                  |                    |
|-----------------------------|----------------------------------|--------------------|
|                             | ADJACENT ZONING                  | LAND USE           |
| <b>NORTH</b>                | SF-3 (Single Family Residential) | Vacant residential |
| <b>SOUTH</b>                | SF-3 (Single Family Residential) | Vacant residential |
| <b>EAST</b>                 | SF-3 (Single Family Residential) | Vacant residential |
| <b>WEST</b>                 | SF-3 (Single Family Residential) | Vacant residential |

**POTENTIAL IMPACT:**

**Public Facilities and Services:**

Streets and bridges: The subject property fronts Martin Avenue to the north, Allan Avenue to the east, Phillip Avenue to the west, and Leedy Lane to the south. All of which are two-lane, gravel roads maintained by the township, with the exception of Allan Avenue, which is classified as a trail. Some parts of Leedy Lane are closer to a trail than a gravel road.

Water and sewer: It is proposed by the applicant that the property will be served by an off-site well located south of Leedy Lane on Lot 3, Block 11 of Western Shore Acres Subdivision. The property will also be served by a septic/lateral sanitary sewer system.

Fire: Riley County Fire District #1 will serve the site. The nearest County Fire Station is University Park Fire Station located at 7412 Redbud Drive. The subject site is located within five road miles of a fire station.

Effect on public facilities and services: It is not anticipated that the proposed replat will have a negative impact on public facilities and/or services.

### **Easements to be Vacated:**

There is a request to vacate the 20-ft. utility easement running north and south along the common property line between Lots 1, 10, 9, 8, 7, 6 and Lots 3, 4, and 5. There is a separate request to vacate the 20-ft. utility easement running east and west along the common property line between Lots 6 and 7 and Lots 4 and 5.

Signed Utility Release forms were provided by Schwab Eaton to all persons, entities and/or utility companies, having property rights or interests in the utility easements, as shown on the plat of Western Shore Acres Subdivision Unit Three, to be vacated by this replat. With the exception of Evergy, the utility providers in the area have affirmed no existing use of or future interest in these easements and are shown as such on the proposed replat. The applicant has made arrangements with Evergy to re-establish a 25-ft. utility easement along the east property line of the proposed lot. Evergy has also agreed to move the existing overhead powerline to the new easement.

### **COMMENTS AND CONCERNS:**

ENVIRONMENTAL HEALTH: The Riley County Environmental Health Tech has reviewed the request and reported that the site is in compliance with Riley County Sanitary Code. He said there is a suitable site for an alternative wastewater disposal system; water will be provided by a well located on an adjacent property.

COUNTY ENGINEER: The County Engineer has reviewed the request and reported that Public Works has no issues with this replat; no need for traffic or drainage study.

EMERGENCY MANAGEMENT: RCFD#1 has reviewed the request and reported no issues with the proposed replat.

TOWNSHIP TRUSTEE: The Sherman Township Trustee was sent a Development Review Memo; no response has been received.

### **RILEY COUNTY PLANNING BOARD**

On December 9, 2024, the Riley County Planning Board heard the request and approved the Final Plat of Western Shore Acres Unit Three, a replat of Lots 1 and 3-10, Block 5, Western Shore Acres Subdivision into a single lot, as it was determined that it met the minimum requirements of the Riley County Land Development Regulations and Sanitary Code.

### **STAFF RECOMMENDATIONS:**

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Western Shore Acres Unit Three, a replat of Lots 1 and 3-10, Block 5, Western Shore Acres Subdivision, as it was determined that the plat meets the minimum requirements of the Riley County Land Development Regulations and Sanitary Code.

### **ACTION NEEDED FOR PLAT:**

- A. Motion to approve Resolution 121924-\_\_\_ acknowledging the approved Final Plat of Western Shore Acres Unit Three, a replat of Lots 1 and 3-10, Block 5, Western Shore Acres Subdivision, and accept any easements, rights-of-way or licenses, as shown to be dedicated

on the Final Plat, as it was determined that it meets the requirements of the Riley County Land Development Regulations and Sanitary Code.

Or

- B. Motion to sign Resolution 121924-\_\_\_ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Western Shore Acres Unit Three, a replat of Lots 1 and 3-10, Block 5, Western Shore Acres Subdivision, as it has been determined that it does not meet the requirements of the Riley County Land Development Regulations and/or Sanitary Code.

**ATTACHMENTS:**

- Vicinity/site map
- Surrounding zoning map
- Fire Station map
- Final Plat map
- Utility Easement (filed)
- Utility Easement Exhibit
- Permission letter from County Engineer

Prepared by: Bob Isaac, Planner  
December 11, 2024





18.a

## VICINITY AND SITE

Keating

#24-055

Replat

Western Shore Acres Subdivisio  
Unit Three

18-8-7

 1000' Buffer  
 Site







SURROUNDING ZONING

Keating  
#24-055  
Replat  
Western Shore Acres Subdivision Un  
Three  
18-8-7

1000' Buffer  
Site

- AG Agricultural
- AG-R AG/Residential
- C-1 General Business
- C-2 Highway Business
- Fort Riley
- I-1 Light Industrial
- I-2 Heavy Industrial
- MF Multi-Family
- MHP Manufactured Home Park
- PUD Planned Unit Development
- SF-1 Single Family
- SF-2 Single Family
- SF-3 Single Family
- TF Two-Family
- U University
- Special Zoning







### FIRE STATIONS

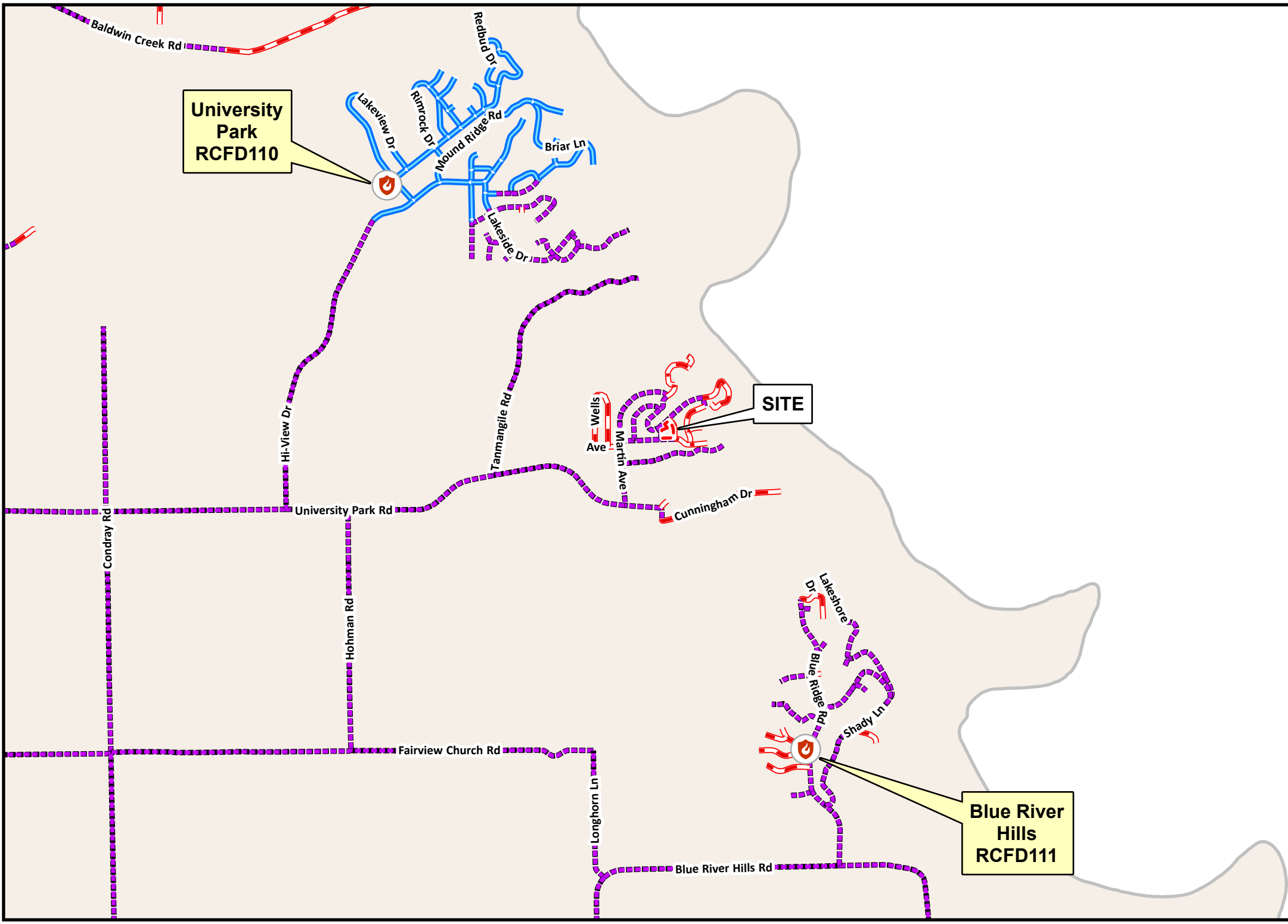
Keating  
#24-055  
Replat  
Western Shore Acres Subdivision Un  
Three  
18-8-7

 Fire Stations

#### ISO Rating

-  5 (within 1000' of a hydrant)
-  6 (within 5 road miles of 6 fire station)
-  10 (outside 5 road miles OR road is not paved/gravel)

Attachment: Staff Report BOCC (121924-55 : Western Shore Acres Subdivision Unit Three)





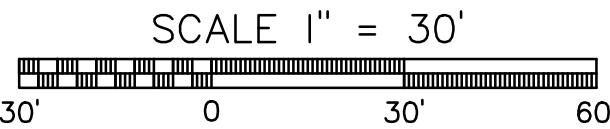
Project No. 24.L0251  
Client: Stephan Keating  
2012 Raymond Avenue  
Salina, Kansas 66401

LAND BOUNDARY DESCRIPTION: (From Warranty Deed Bk. 898, Pg. 2416, Dated October 21st, 2024)

Lots One (1), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), Block Five (5), Western Shore Acres Subdivision, Riley County, Kansas.

Said Lots contain 1.61 Acres more or less. Subject to all easements and restriction of record.

ALL BEARINGS AND DISTANCES SHOWN ON THIS PLAT  
ARE MEASURED UNLESS OTHERWISE NOTED



LEGEND

- 1/2" x 24" BAR W/CLS 59 CAP SET THIS SURVEY
- 3/8" IRON BAR FOUND, UNLESS OTHERWISE NOTED
- CALCULATED POINT NOT SET AS SHOWN HEREON
- EASEMENT LINE
- PROPERTY LINE
- PROPERTY LINE TO BE VACATED WITH THIS PLAT
- EASEMENT TO BE VACATED WITH THIS PLAT
- ADJACENT PROPERTY LINE
- CENTERLINE ROAD RIGHTS-OF-WAY
- (M) MEASURED DISTANCE
- (P) PLAT DISTANCE

NOTES

- Bearings used on this survey are based on the South line of the Lots 5-6, Western Shore Acres Subdivision, using an assumed platting bearing of N. 88°47'33" E.
- No gaps exists on the property shown hereon.
- No buildings exist on the property shown hereon.
- Easements, setbacks, restrictions or encumbrances of record if any, affecting the title to this tract are shown to the best of our knowledge.
- The property shown hereon primarily lies in Flood Zone X areas outside of the 1% and 0.2% annual chance flood. As determined by (FIRM) Flood Insurance Rate Map No. 2016IC0250G, Effective Date March 16, 2015. All elevation on the property shown hereon are above the 1140 United States of America Easement.
- If an entrance pipe is required, the minimum size shall be calculated in accordance with the Riley County Standards for Roadway Design in Platted Subdivisions. In no case shall the diameter of the pipe be less than 15 inches.
- Property owner(s) is/are required to maintain all public granted drainage easements. Natural or non-natural structures or vegetative barriers (including but not limited to trees, shrubbery, berms, fences and walls) are prohibited within publicly granted or publicly dedicated drainage easements.
- The lot shall be in compliance with the Riley County Sanitary Code.
- All persons, entities and/or utility companies, having property rights or interests in any alley, road/street, easement, access control or other public reservation proposed to be vacated with this plat, have affirmed no existing use or future interest in such alley, road/street, easement, access control or other public reservation, and expressed no objections to such vacation.
- The Utility Easements that run within Lots 3-9 are to be vacated with this plat. Any existing utilities located in these easements are to be relocated at the expense of the owner(s) of said lots.
- Every owned facilities/utilities are allow to reside in the easements being vacated with this plat until such time that the said facilities/utilities have been relocated to an active easement. Every and all other utilities have the authority to relocate their utilities to areas where new easements are being created with this plat prior to the filing of the plat.
- All exterior monuments for the property being platted hereon, are concreted in place.
- All building setback requirements shall be determined by the zoning district, unless otherwise noted.

A REPLAT OF LOTS 1 AND 3-10. BLOCK 5  
WESTERN SHORE ACRES SUBDIVISION

FINAL PLAT  
WESTERN SHORE  
ACRES SUBDIVISION  
UNIT THREE

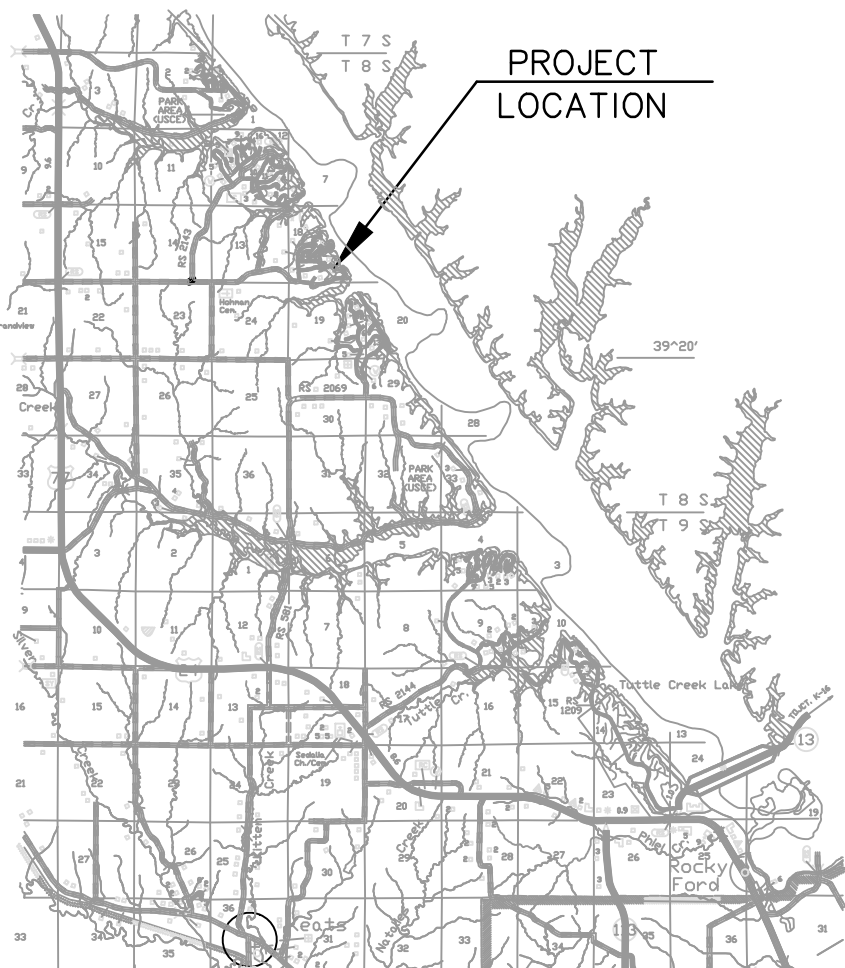
A SUBDIVISION IN  
RILEY COUNTY, KANSAS

PREPARED BY



CONSULTING ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS  
5410 LEDGE STONE DR., STE 100 - MANHATTAN, KANSAS - PH 785-539-4687

NOVEMBER 2024



SITE MAP

OWNER'S CERTIFICATE

STATE OF KANSAS) SS:  
COUNTY OF RILEY)

This is to certify that the undersigned is the owner or corporation of record of the land hereon described on this plat, and that he/she has caused the same to be surveyed and subdivided as indicated for the uses and purposes herein set forth, and hereby acknowledge and adopt the same under the style and title indicated.

All street rights-of-way as shown on this plat are hereby dedicated to the public. An easement or license to the public to locate, construct and maintain or authorize the location, construction and maintenance of poles, wires, conduits, water, gas and sewer pipes or required drainage channels or structures upon the area marked for easements on this plat is hereby granted.

Given under my hand at \_\_\_\_\_, Kansas, this  
\_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

Stephan Keating Cassidy Keating

NOTARY CERTIFICATE

STATE OF KANSAS) SS:  
COUNTY OF RILEY)

I, \_\_\_\_\_, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Stephan Keating and Cassidy Keating, husband and wife

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument as such owner(s), appeared before me this day in person and acknowledged the execution and delivery of this plat as a free and voluntary act for the uses and purposes herein set forth.

Given under my hand and Notary Seal this \_\_\_\_\_ day  
of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

My commission expires \_\_\_\_\_.

Notary Public

Print Name

APPROVAL OF COUNTY OFFICERS

STATE OF KANSAS) SS:  
COUNTY OF RILEY)

County Engineer County Counselor

Riley County Planning & Development Director

CERTIFICATE OF THE  
REGISTER OF DEEDS

STATE OF KANSAS)  
COUNTY OF RILEY) SS:

This instrument was filed for record on the \_\_\_\_\_  
day of \_\_\_\_\_ A.D. 20\_\_\_\_\_ at \_\_\_\_\_  
O'clock \_\_\_\_\_M., and duly recorded in Book \_\_\_\_\_  
at Page \_\_\_\_\_

Register of Deeds

By \_\_\_\_\_ Deputy

UTILITY NOTE

Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any trees, limbs, vines, and brush on lands adjacent to the utility easement whenever in the utility companies judgment such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

CERTIFICATE OF RILEY COUNTY PLANNING BOARD

STATE OF KANSAS) SS:  
COUNTY OF RILEY)

Approved this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 20\_\_\_\_\_.

RILEY COUNTY PLANNING BOARD

Chairman

Member

Member

Member

Member

CERTIFICATE OF COUNTY COMMISSION

STATE OF KANSAS)  
COUNTY OF RILEY) SS:

Approved this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 20\_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
RILEY COUNTY

Commissioner, Chairman

Commissioner

Commissioner

Attest: County Clerk

SURVEYOR'S CERTIFICATE

STATE OF KANSAS)  
COUNTY OF RILEY) SS:

I, the undersigned do hereby certify that I am a Registered Land Surveyor in the State of Kansas with experience and proficiency in land surveying, that the heretofore described property was surveyed and subdivided by me, or under my supervision, that all subdivision regulations of the Riley County, Kansas, have been complied with in the preparation of this plat, and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Given under my hand and seal this \_\_\_\_\_ day  
of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

Schwab-Eaton, P.A.



Harlan G. Ross, PS 1290

RILEY COUNTY PLAT REVIEW  
SURVEYORS SIGNATURE BLOCK

STATE OF KANSAS) SS:  
COUNTY OF RILEY)

This Survey has been reviewed and approved for filing pursuant to and in compliance with K.S.A. 58-2005 and with the requirements of Riley County Resolution No. 082913-58. No other warranties are extended or implied.

Approved: \_\_\_\_\_Date: \_\_\_\_\_  
License: \_\_\_\_\_



GRANT OF EASEMENT AND RIGHT-OF-WAY

This indenture, made this 15<sup>th</sup> day of November, 2024, between Stephan Keating and Cassidy Keating, husband and wife, of the first part, and Riley County, Kansas in the State of Kansas, of the second part:

WITNESSETH, that said party of the first part, do hereby dedicate to the party of the second part, an easement and right-of-way over, upon, across, in, through and under the following described property, to-wit:

UTILITY EASEMENT DESCRIPTION:

A permanent and perpetual 25.00 feet wide utility easement located in Block Five (5) of Western Shore Acres Subdivision, a subdivision in the Southwest One-Quarter of Section 18, Township 8 South, Range 7 East of the Sixth Principal Meridian, Riley County, Kansas, as written by Harlan G. Ross, Kansas P.S. No. 1290, dated November 8, 2024, more particularly described as follows:

The Easterly 25.00 feet of lots 1, 7, 8, 9, and 10 and the East and South 25.00 of Lot 6 in said Block Five (5) of said Western Shore Acres in said Riley County. Said Easement contains 0.29 acres, more or less.

(SEE EXHIBIT "A" ON SHEET 2 OF 2)

Said easement is hereby granted to party of the second part for the purpose of constructing, maintaining, repairing, inspecting, and operating streets and utilities, including, by way of example, but not limited to, sewer, water, gas, electricity and telephone. The second party, its successors or assigns shall be responsible for any costs incurred for said easement. Any damage (i.e., fence repair) done to property on easement shall be repaired, or paid for by second part, successors or assigns. Said easement is for the benefit of the public and may be exercised by second party, its successors or assigns.

First party reserves unto its heirs and assigns, the right to utilize and enjoy the above described premises providing the same shall not interfere with the enjoyment by second party, its successors and assigns, of the easement herein granted.

IN WITNESS WHEREOF, the said parties of the first part hereunto set their hands, the day and year first above written.

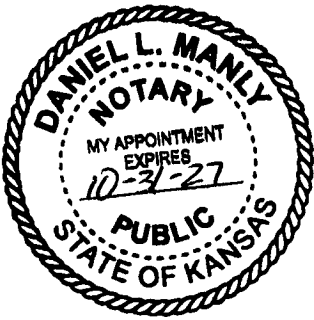
[Signature]  
Stephan Keating

[Signature]  
Cassidy Keating

STATE OF KANSAS )  
 ) SS:  
COUNTY OF RILEY

BE IT REMEMBERED, that on this 15<sup>th</sup> day of November, 2024, before me, the undersigned, a Notary in and for the County and State aforesaid, came Stephan Keating and Cassidy Keating, husband and wife, who are personally known to me to be the same person, who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal on the day and year last above written.



[Signature]  
Notary Public Daniel L. Manly

My commission expires 10-31-2027



Amy M. Manges  
Register of Deeds  
Riley County, Kansas  
Book:898 Page:4491  
Receipt #: 258430 Total Fees: \$38.00  
Pages Recorded: 2  
Date Recorded: 11/18/2024 11:07:25 AM

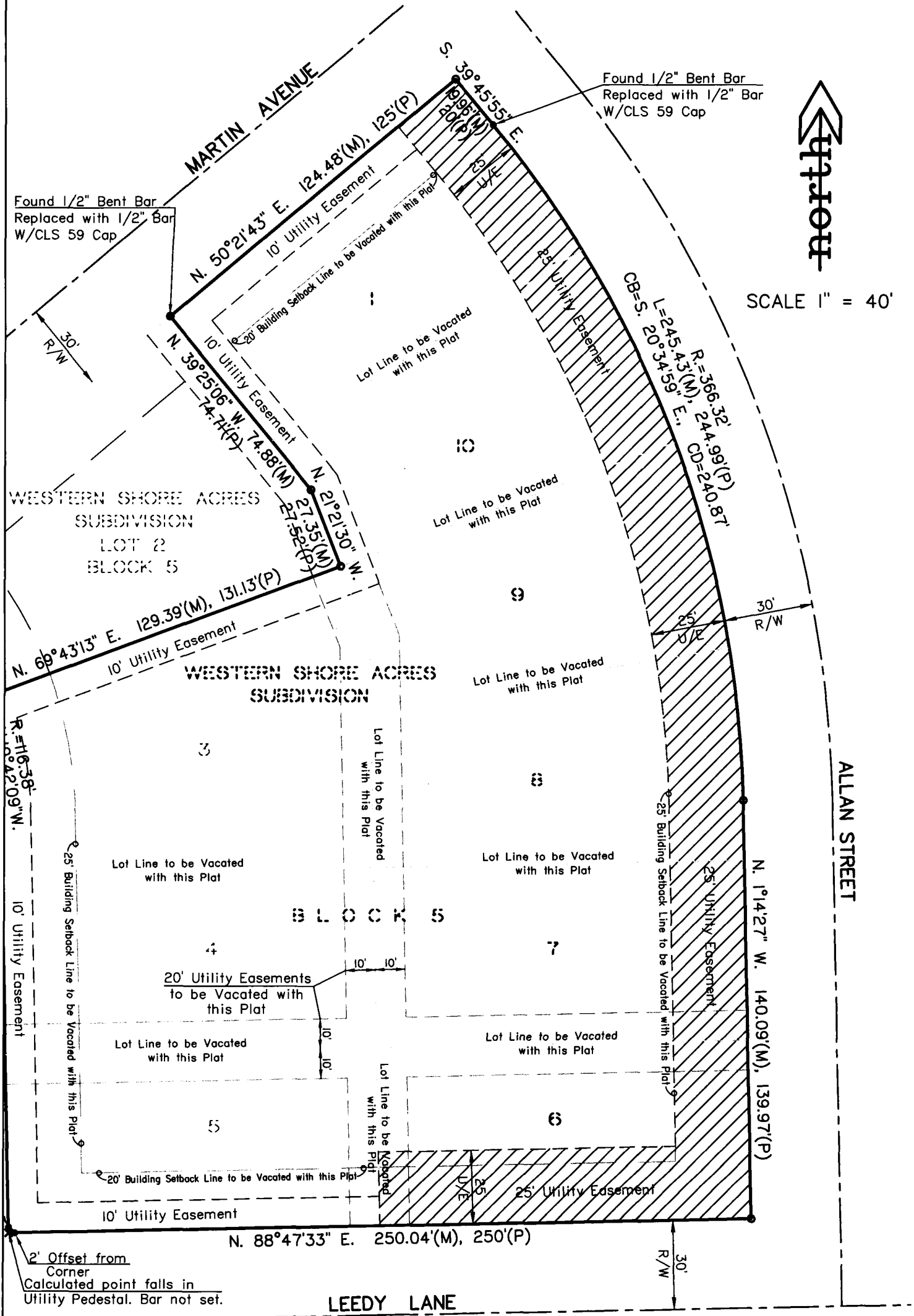
Book: 898 Page: 4491



Riley County Scanning Label

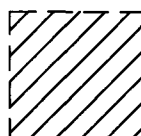
Attachment: Staff Report BOCC (121924-55 : Western Shore Acres Subdivision Unit Three)

EXHIBIT "A"



SCALE 1" = 40'

LEGEND



PERMANENT 25 FOOT UTILITY  
EASEMENT TO BE CREATED



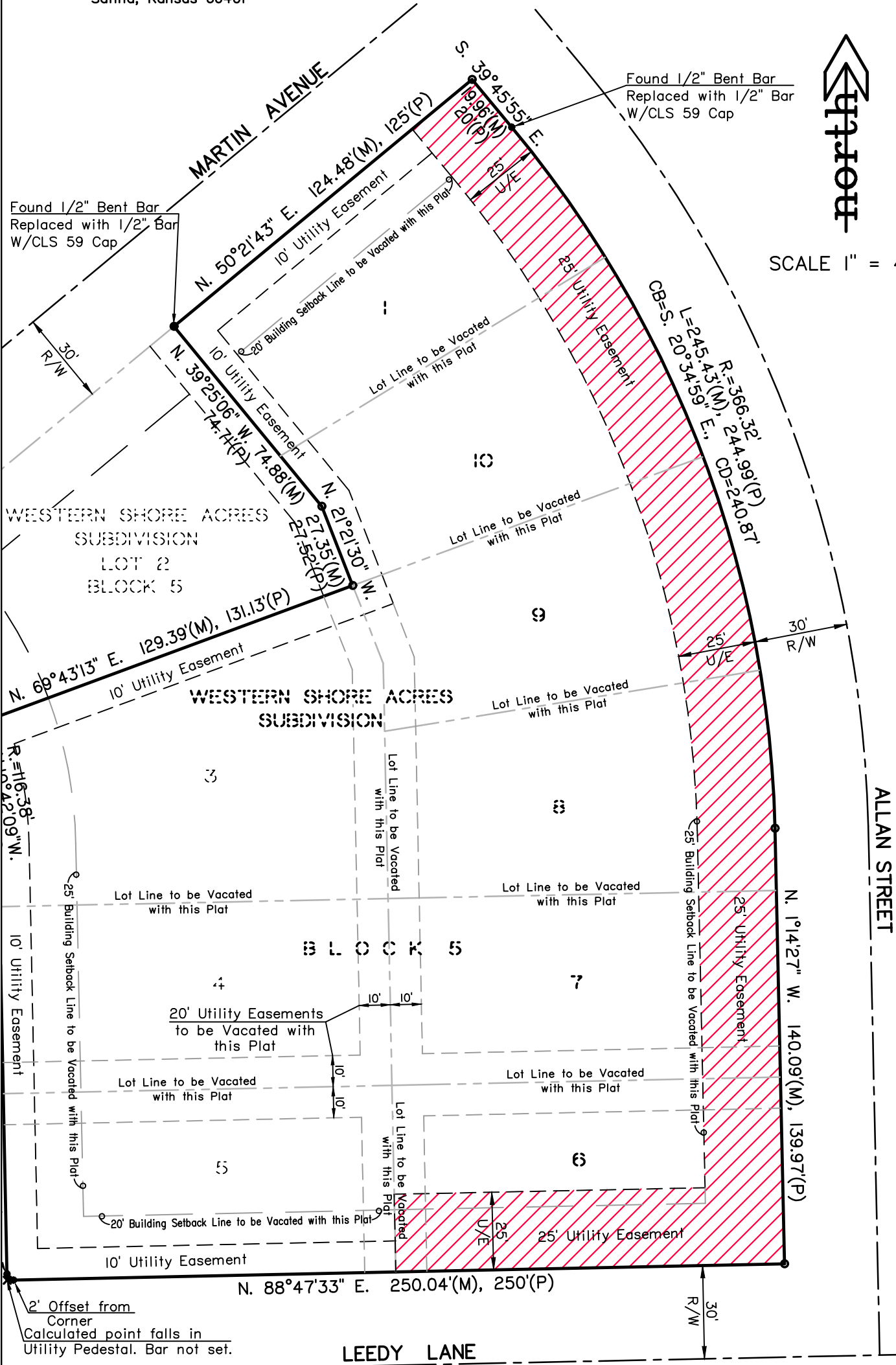
**Schwab  
Eaton**

Project No. 24.I.025I  
Client: Stephan Keating  
2012 Raymond Avenue  
Salina, Kansas 66401

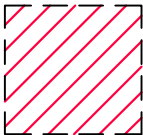
EXHIBIT "A"



SCALE 1" = 40'



LEGEND



PERMANENT 25 FOOT UTILITY  
EASEMENT TO BE CREATED



**Schwab  
Eaton**

5410 Ledge Stone Drive, STE 100 • Manhattan, Kansas 66502  
Phone (785)539-4687

Attachment: Staff Report BOCC (121924-55 : Western Shore Acres Subdivision Unit Three)





6215 Tuttle Creek Blvd  
Manhattan, Kansas 66503  
Phone: 785-537-6330  
Fax: 785-565-6286

October 9, 2024

Stephan Keating

Re: Private Water Line

Mr. Keating:

Your request to install a private water line across Leedy Ln. in the Western Shores Acres is granted with this letter. When you are ready to install the water line, please contact this office for a Highway Use Permit to perform the work. I request that the line is run perpendicular to the road and no part of the water line run parallel to the road.

It should be noted that this water line will not show up on the Kansas 811 Dig Safe list and will not be known to any excavators or workers in the road right-of-way.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "John Ellermann".

John Ellermann, PE  
Director of Public Works

JE/ss  
cc: file

Attachment: Staff Report BOCC (121924-55 : Western Shore Acres Subdivision Unit Three)

# EXCERPT OF MINUTES RILEY COUNTY PLANNING BOARD

December 9, 2024

Page 1

## Keating – Replat

Chairman Wienck opened the public hearing at the request of Stephan and Cassidy Keating, petitioners, and owners, to replat Lots 1 and 3-10, Block 5, Western Shore Acres Subdivision, into a single lot, located in Sherman Township, Section 18, Township 8 South, Range 7 East, in Riley County, Kansas.

Bob Isaac presented the request describing the background, location and physical characteristics of the subject property. He stated the applicant wishes to replat the aforementioned lots together into a single lot to allow for the construction of a single-family home.

Mr. Isaac said the site will be serviced by an off-site well located south of Leedy Lane on Lot 3, Block 11 of Western Shore Acres Subdivision. He said the county engineer has approved boring under Leedy Lane to connect to the well. The property will also be served by an onsite septic/lateral sanitary sewer system.

Mr. Isaac also explained there are two existing utility easements that transect the subject property; one is to be vacated with the plat and the other is to be relocated on the east property line of the proposed lot.

Staff recommended that the Planning Board approve the Final Plat of Western Shores Acres Subdivision Unit Three, as it was determined that it meets the minimum requirements of the Riley County Land Development Regulations and the Sanitary Code.

Chairman Wienck opened the public hearing.

The applicant wasn't present and there were no proponents or opponents.

Joe Gelroth moved to close the public hearing. Eric Peck seconded. Carried 4-0.

Eric Peck moved to approve the Final Plat of Western Shores Acres Subdivision Unit Three, as it was determined to meet the minimum requirements of the Riley County Land Development Regulations and Sanitary Code. Joe Gelroth seconded. Carried 4-0.

Mr. Isaac announced that the Board of County Commissioners would hear the request on December 19, 2024 at 10:45 am, in the County Commission Chambers.

Attachment: RCPB Minutes (121924-55 : Western Shore Acres Subdivision Unit Three)

**RESOLUTION NO. 121924--****A RESOLUTION APPROVING THE WESTERN SHORE ACRES SUBDIVISION UNIT THREE PLAT AND ACCEPTING THE STREET RIGHTS OF WAY, EASEMENTS AND LICENSES AS SHOWN TO BE DEDICATED ON SAID PLAT**

**WHEREAS**, the Board of Commissioners of Riley County, Kansas, has been presented for approval of the Western Shore Acres Subdivision Unit Three; and

**WHEREAS**, the Board finds that all legal requirements have been met for approval of said plat; and

**WHEREAS**, the Riley County Planning & Development Department has reviewed said plat and found it to be in compliance with the Riley County Sanitary Code; and

**WHEREAS**, the Riley County Planning Board, after appropriate notice, conducted a public hearing on December 09, 2024; and

**WHEREAS**, the Riley County Planning Board, after making a determination that said plat meets the minimum requirements of Riley County Land Development Regulations, approved said plat; and

**WHEREAS**, all required signatures have been obtained.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS:**

That the Western Shore Acres Subdivision Unit Three plat is hereby approved, and the Board of Commissioners of Riley County, Kansas hereby accepts all street rights of way, easements and licenses, as dedicated thereon.

ADOPTED this 19<sup>th</sup> day of December, 2024

BOARD OF COMMISSIONERS  
OF RILEY COUNTY, KANSAS

\_\_\_\_\_  
John Ford, Chair

\_\_\_\_\_  
Greg McKinley, Vice Chair

\_\_\_\_\_  
Kathryn Focke, Member

ATTEST:

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

Attachment: Resolution (121924-55 : Western Shore Acres Subdivision Unit Three)



**Planning & Development**  
*Public Hearing*

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

## **RESOLUTION**

**FROM:** Bob Isaac, Planner

**MEETING:** December 19, 2024

**SUBJECT:** Replat Lots 5, 6, and 7 in Block 10 of Lakeside Heights into a single lot.

**PRESENTER:** Bob Isaac, Planner

### **BACKGROUND**

See staff report.

### **DISCUSSION**

See staff report.

### **FISCAL IMPACT**

None is anticipated

### **ALTERNATIVES**

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

### **RECOMMENDATION(S)**

On December 9, 2024, the Riley County Planning Board heard the request and approved the Final Plat of PB Addition, a replat of Lots 5, 6, and 7 in Block 10 of Lakeside Heights into a



single lot, as it was determined that it met the minimum requirements of Riley County Land Development Regulations and Sanitary Code.

**STAFF RECOMMENDATIONS:**

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of PB Addition, a replat of Lots 5, 6, and 7 in Block 10 of Lakeside Heights, as it was determined that it meets the minimum requirements of Riley County Land Development Regulations and Sanitary Code.

**POSSIBLE MOTION(S)**

**ACTION NEEDED FOR PLAT:**

- A. Motion to approve Resolution 121924-\_\_\_ acknowledging the approved Final Plat of PB Addition, a replat of Lots 5, 6, and 7 in Block 10 of Lakeside Heights, and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that it meets the requirements of the Riley County Land Development Regulations and Sanitary Code.

Or

- B. Motion to sign Resolution 121924-\_\_\_ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of PB Addition, a replat of Lots 5, 6, and 7 in Block 10 of Lakeside Heights, as it has been determined that it does not meet the requirements of the Riley County Land Development Regulations and Sanitary Code.

**ATTACHMENT(S):**

- Staff report
- Maps
- Excerpt of Planning Board minutes

**Enclosures:**

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



# PLANNING & DEVELOPMENT

## STAFF REPORT

### Replat

**PETITION:** #24-056

**APPLICANT:** Etienne J. Baudoin Jr.  
6916 Dana Dell Dr.  
Manhattan, KS 66503

**PROPERTY OWNER:** Same as above

**REPRESENTATIVE:** Alan Zumbrunn - Kaw Valley Engineering, Inc.  
2319 N. Jackson St.  
Junction City, KS 66441

**REQUEST:** Replat Lots 5, 6, and 7 in Block 10 of Lakeside Heights into a single lot.

**SIZE OF TRACT:** The subject site is approximately .54 acres.

**LOCATION:** Generally located approximately 295 feet south of Hi-View Drive, on the west side of High Ridge Drive; Section 12, Township 8 South, Range 6 East; Sherman Township.

**JURISDICTION:** This application is subject to the requirements of the Riley County Land Development Regulations.



**BACKGROUND:** The subject property was platted as Lots 5, 6, and 7, Block 10, of Lakeside Heights subdivision in June 1962. In January 1964, a building permit was issued for the home currently occupying the site. The applicant needs to replat the aforementioned lots together into a single lot to allow a replacement septic/lateral system to serve the existing home. Although the replat will not bring the property into complete compliance with the Sanitary Code, it will allow a system to be located on the parcel that meets minimum setback requirements.

**DESCRIPTION:**

Physical site characteristics: Existing Lot 5 is developed with a single family home, while Lots 6 and 7 have never been developed. The majority of the subject property is treeless, with the exception of a row of mature cedar trees along the west property line separating the site from the golf course to the west. The southwest corner of the parcel gently slopes southwesterly.

General character of the area: The general character of the area mix of developed and undeveloped, suburban-size residential lots.

**SUITABILITY OF ZONING:**

Zoning History: The was rezoned to A-3 (Single Family Residential) during the 1974 zoning conversion process (Pet. #12), then renamed to SF-3 (Single Family Residential) May of 2012.

Current Zoning: The subject property is currently zoned SF-3 (Single Family Residential). There are no variances, special uses or conditional uses associated with the site.

| SURROUNDING ZONING/LAND USE |                                  |                             |
|-----------------------------|----------------------------------|-----------------------------|
|                             | ADJACENT ZONING                  | LAND USE                    |
| <b>NORTH</b>                | SF-3 (Single Family Residential) | Vacant (residential)        |
| <b>SOUTH</b>                | SF-3 (Single Family Residential) | Vacant (residential)        |
| <b>EAST</b>                 | SF-3 (Single Family Residential) | Vacant (residential)        |
| <b>WEST</b>                 | AG (Agricultural District)       | University Park Golf Course |

**POTENTIAL IMPACT:**

**Public Facilities and Services:**

Streets and bridges: The subject property has direct access to High Ridge Drive; a two-lane, gravel road maintained by the township.

Water and sewer: It is proposed by the applicant that the property will be served by University Park Water system. The subject property cannot connect to the University Park Sewer District and needs a new on-site septic/lateral system to serve the existing home. Due to the proposed placement of the new system, a replat of the property was necessary to eliminate property lines.

Fire: Riley County Fire District #1 will continue to serve the site. The nearest County Fire Station is University Park Fire Station located at 7412 Redbud Drive. The subject site is located within five road miles of a fire station.

Effect on public facilities and services: It is not anticipated that the proposed replat will have a negative impact on public facilities and/or services.

**COMMENTS AND CONCERNS:**

**ENVIRONMENTAL HEALTH:** The Riley County Environmental Health Tech has reviewed the request and reported the site is not currently in compliance with the Riley County Sanitary Code. He said the septic system has failed; this replat will allow for the construction of a replacement septic system to bring the property into compliance with the Riley County Sanitary Code.

**COUNTY ENGINEER:** The County Engineer has reviewed the request and reported that Public Works has no issues with this replat; no need for traffic or drainage study.

**EMERGENCY MANAGEMENT:** RCFD #1 has reviewed the request and reported no issues with the proposed replat.

**TOWNSHIP TRUSTEE:** The Sherman Township Trustee was sent a Development Review Memo; no response has been received.

**RILEY COUNTY PLANNING BOARD**

On December 9, 2024, the Riley County Planning Board heard the request and approved the Final Plat of PB Addition, a replat of Lots 5, 6, and 7 in Block 10 of Lakeside Heights into a single lot, as it was determined that it met the minimum requirements of Riley County Land Development Regulations and Sanitary Code.

**STAFF RECOMMENDATIONS:**

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of PB Addition, a replat of Lots 5, 6, and 7 in Block 10 of Lakeside Heights into a single lot, as it was determined that the plat meets the minimum requirements of Riley County Land Development Regulations and Sanitary Code.

**ACTION NEEDED FOR PLAT:**

A. Motion to approve Resolution 121924-\_\_\_ acknowledging the approved Final Plat of PB Addition, a replat of Lots 5, 6, and 7 in Block 10 of Lakeside Heights into a single lot, and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that it meets the requirements of the Riley County Land Development Regulations and Sanitary Code.

Or

B. Motion to sign Resolution 121924-\_\_\_ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of PB Addition, a replat of Lots 5, 6, and 7 in Block 10 of Lakeside Heights into a single lot, as it has been determined that it does not meet the requirements of the Riley County Land Development Regulations and/or the Sanitary Code.

**ATTACHMENTS:**

- Vicinity/site map
- Surrounding zoning map
- Fire Station map
- Final Plat map

Prepared by: Bob Isaac, Planner  
December 11, 2024

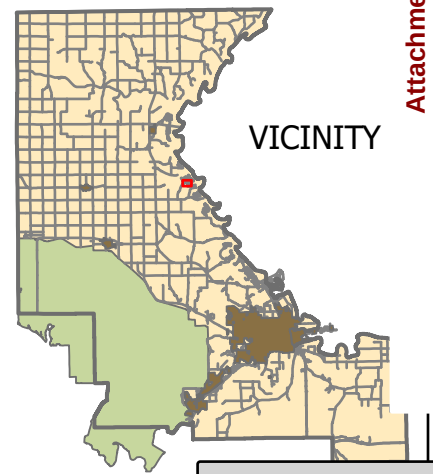




VICINITY AND SITE

Baudoin  
#24-056  
Replat  
PB'S Addition  
12-8-6

 1000' Buffer  
 Site



VICINITY

Attachment: Staff Report BOCC (121924-56 : PB Addition)



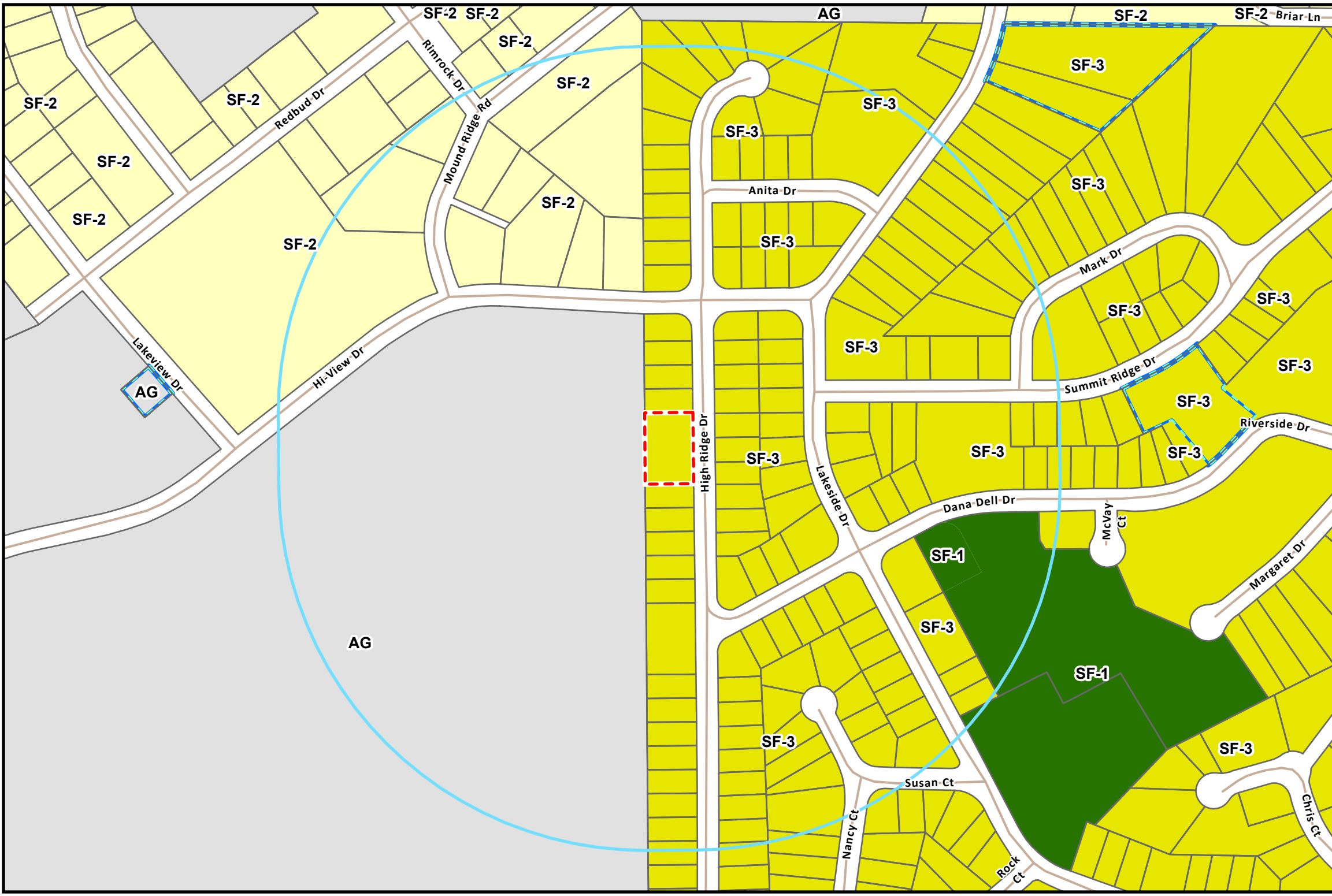


SURROUNDING ZONING

Baudoin  
#24-056  
Replat  
PB'S Addition  
12-8-6

1000' Buffer  
Site

- AG Agricultural
- AG-R AG/Residential
- C-1 General Business
- C-2 Highway Business
- Fort Riley
- I-1 Light Industrial
- I-2 Heavy Industrial
- MF Multi-Family
- MHP Manufactured Home Park
- PUD Planned Unit Development
- SF-1 Single Family
- SF-2 Single Family
- SF-3 Single Family
- TF Two-Family
- U University
- Special Zoning





### FIRE STATIONS

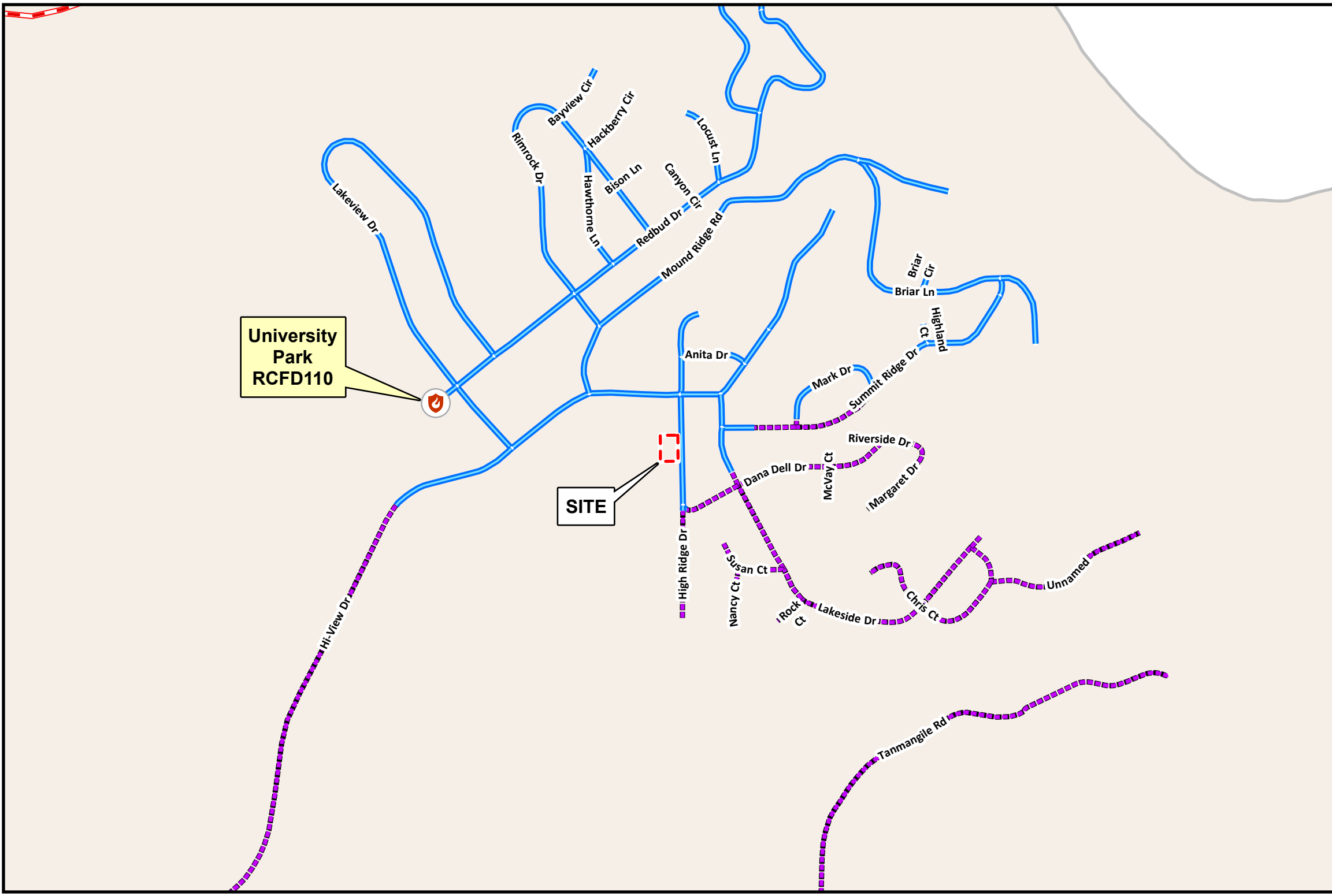
Baudoin  
#24-056  
Replat  
PB'S Addition  
12-8-6



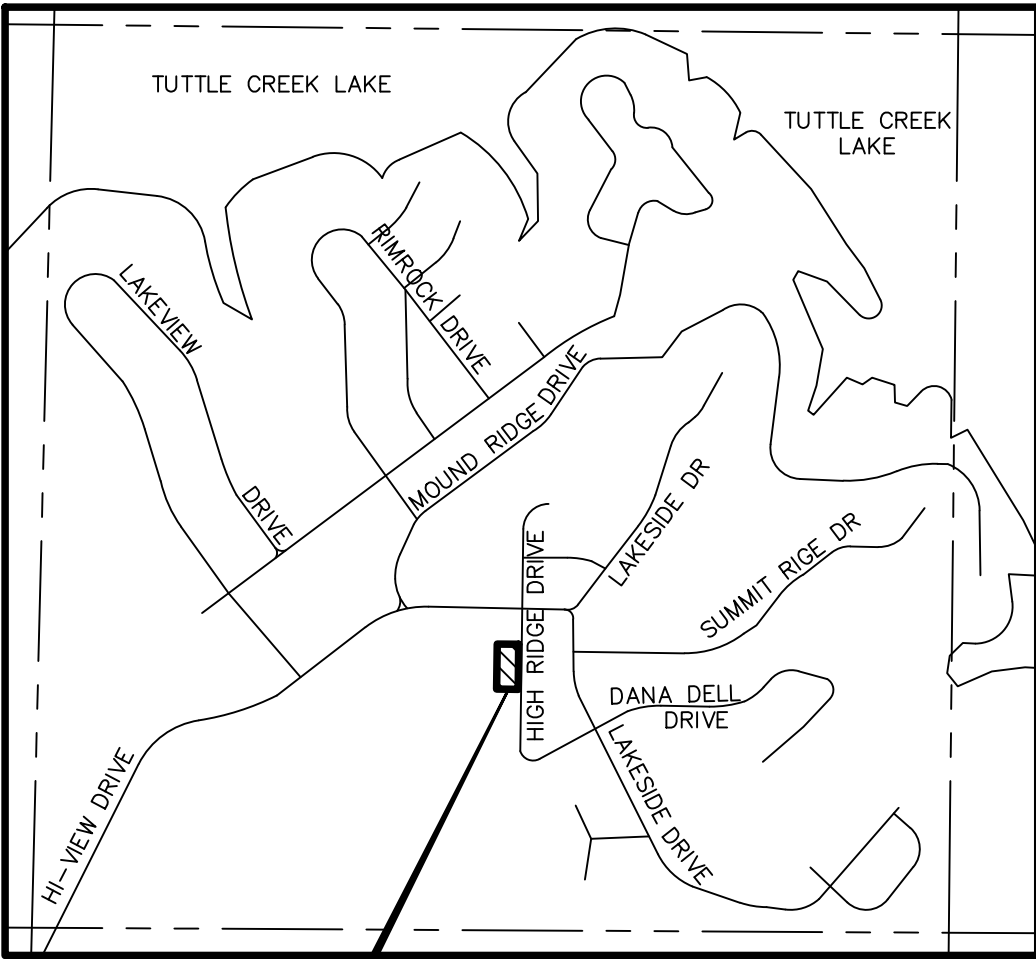
### ISO Rating

- 5 (within 1000' of a hydrant)
- 6 (within 5 road miles of 6 fire station)
- 10 (outside 5 road miles)
- OR road is not paved/gravel

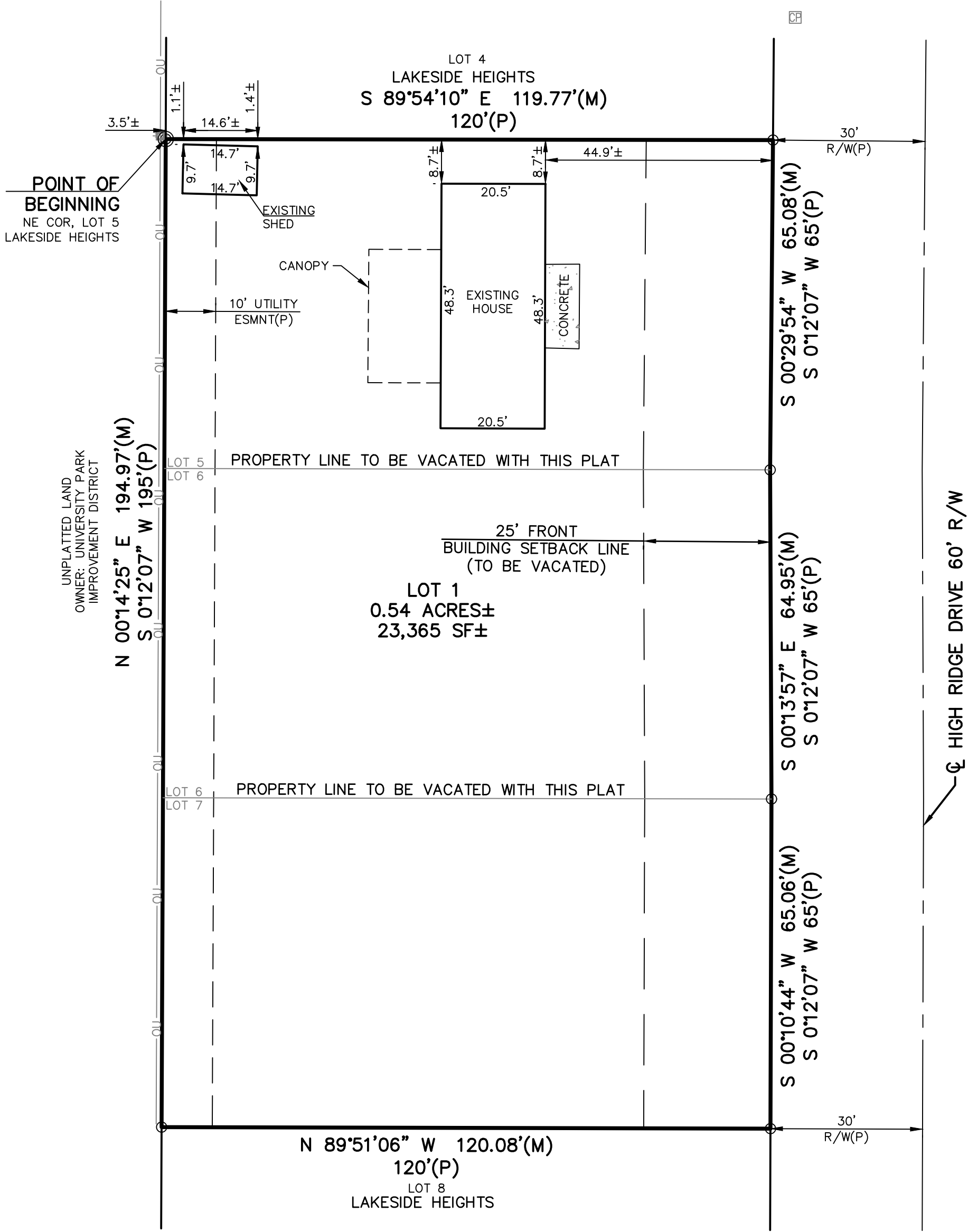
Attachment: Staff Report BOCC (121924-56 : PB Addition)







LOCATION MAP  
SECTION 12, T-8-S, R-6-E  
RILEY COUNTY, KANSAS



OWNER'S CERTIFICATE

STATE OF KANSAS } SS  
COUNTY OF RILEY

THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE OWNERS OF THE LAND HEREON DESCRIBED ON THIS PLAT, AND THAT SAID OWNERS HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER STYLE AND TITLE INDICATED.

ALL STREET RIGHT-OF-WAY AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. ANY EASEMENTS OR LICENSES AS SHOWN ON THIS PLAT, TO LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES OR REQUIRED DRAINAGE CHANNELS OR STRUCTURES UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, ARE HEREBY GRANTED TO THE PUBLIC.

GIVEN UNDER MY HAND AT \_\_\_\_\_, KANSAS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

ETIENNE J. BAUDOUIN, JR.

NOTARY CERTIFICATE

STATE OF KANSAS } SS  
COUNTY OF RILEY

BE IT REMEMBERED, THAT ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20 \_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, CAME ETIENNE J. BAUDOUIN, JR., WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING OWNER'S CERTIFICATE, AND DULY ACKNOWLEDGED THE EXECUTION OF SAME.

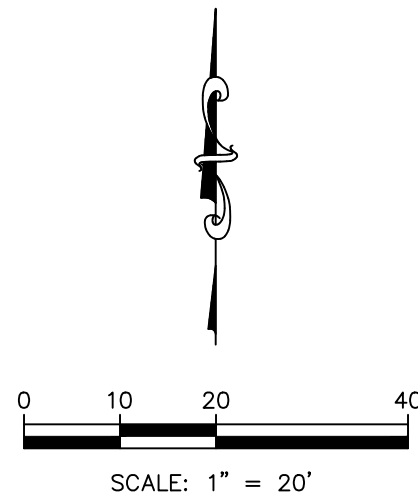
IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTORIAL SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

FINAL PLAT  
PB ADDITION

A REPLAT OF LOTS 5, 6, AND 7, BLOCK 10, LAKESIDE HEIGHTS  
A SUBDIVISION IN RILEY COUNTY, KANSAS



LEGEND

- 1/2" REBAR FOUND, ORIGIN UNKNOWN UNLESS OTHERWISE NOTED
- ⊙ 1/2" REBAR W/ SE CLS 59 CAP FOUND
- (P) PLATTED PER LAKESIDE HEIGHTS (BOOK "C", PAGE 38)
- (M) MEASURED
- BOUNDARY LINE
- EXISTING BUILDING SETBACK LINE
- - - EXISTING UTILITY EASEMENT

DESCRIPTION:

ALL OF LOTS 5, 6, AND 7 IN BLOCK 10 OF LAKESIDE HEIGHTS, A SUBDIVISION RECORDED IN THE REGISTER OF DEEDS OFFICE IN PLAT BOOK C AT PAGE 38, LOCATED IN THE COUNTY OF RILEY, STATE OF KANSAS, BEING SURVEYED AND DESCRIBED BY PATRICK D. SIEBERT, PS 1735 ON OCTOBER 12, 2024 AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE ON THE NORTH LINE OF SAID LOT 5, S 89°54'10" E 119.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE ON THE EAST LINE OF SAID LOT 5, S 00°29'54" W 65.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5 AND THE NORTHEAST CORNER OF SAID LOT 6; THENCE ON THE EAST LINE OF SAID LOT 6, S 00°13'57" E 64.95 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6 AND THE NORTHEAST CORNER OF SAID LOT 7; THENCE ON THE EAST LINE OF SAID LOT 7, S 00°10'44" W 65.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ON THE SOUTH LINE OF SAID LOT 7, N 89°51'06" W 120.08 FEET TO THE WEST LINE OF SAID BLOCK 10; THENCE ON THE WEST LINE OF SAID BLOCK 10, N 00°14'25" E 194.97 FEET TO THE POINT OF BEGINNING. CONTAINS 0.54 ACRES MORE OR LESS.

END OF DESCRIPTION

BASIS OF BEARINGS:

THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN HEREON IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYED PROPERTY LIES WITHIN "OTHER AREAS ZONE X" AS SAID PROPERTY PLOTS BY SCALE ON THE FLOOD INSURANCE RATE MAP NUMBER 20161C0250G, REVISED DATE MARCH 16, 2015.

FLOOD STATEMENT:

NO EASEMENTS, RESTRICTIONS, RESERVATIONS, SETBACKS, OR OTHER MATTER OF RECORD, IF ANY AFFECTING THE TITLE OF THIS PROPERTY ARE SHOW, EXCEPT AS PLATTED, AS PER AGREEMENT WITH LANDOWNER.

NOTES:

NO EASEMENTS, RESTRICTIONS, RESERVATIONS, SETBACKS, OR OTHER MATTER OF RECORD, IF ANY AFFECTING THE TITLE OF THIS PROPERTY ARE SHOW, EXCEPT AS PLATTED, AS PER AGREEMENT WITH LANDOWNER.

NO GAPS OR OVERLAPS EXIST.

THERE ARE NO LINES OF POSSESSION THAT AFFECT THIS SURVEY

PARENT TRACT IS RECORDED IN BOOK 897, PAGE 2212 IN THE REGISTER OF DEEDS OFFICE, RILEY COUNTY, KANSAS.

ALL LOTS SHALL BE SUBJECT TO THE FUNCTIONAL CLASSIFICATION OF ROADS AND STANDARD STANDARDS OF SECTION 6.6.D OF THE RILEY COUNTY LAND DEVELOPMENT REGULATIONS.

PROPERTY OWNER IS REQUIRED TO MAINTAIN ALL PUBLICLY GRANTED DRAINAGE EASEMENTS. NATURAL OR NON-NATURAL STRUCTURES OR VEGETATIVE BARRIERS (INCLUDING BUT NOT LIMITED TO TREES, SHRUBBERY, BERMS, FENCES, AND WALLS) ARE PROHIBITED WITHIN PUBLICLY GRANTED OR PUBLICLY DEDICATED DRAINAGE EASEMENTS.

UTILITY NOTES:

ANY UTILITY COMPANY THAT LOCATES FACILITIES IN ANY EASEMENT SHALL HAVE THE RIGHT TO PRUNE, REMOVE, ERADICATE, CUT AND CLEAR AWAY ANY TREES, LIMBS, VINES AND BRUSH ON THE UTILITY EASEMENT NOW OR AT ANY FUTURE TIME AND PRUNE AND CLEAR AWAY ANY TREE LIMBS, VINES AND BRUSH ON LANDS ADJACENT TO THE UTILITY EASEMENT WHENEVER, IN THE UTILITY COMPANIES JUDGEMENT, SUCH MAY INTERFERE WITH OR ENDANGER THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF ITS FACILITIES, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM THE UTILITY EASEMENT AND CONTIGUOUS LAND SUBJECT TO THIS PLAT OF THE PURPOSE OF SURVEYING, ERECTING, CONSTRUCTING, MAINTAINING, INSPECTING, REBUILDING, REPLACING, AND WITH OR ENDANGERING THE CONSTRUCTION, OPERATION OR MAINTENANCE OF SAID FACILITIES.

IF AN ENTRANCE PIPE IS REQUIRED, THE MINIMUM SIZE SHALL BE CALCULATED IN ACCORDANCE WITH THE RILEY COUNTY STANDARDS FOR ROADWAY DESIGN IN PLATTED SUBDIVISIONS. IN NO CASE, SHALL THE DIAMETER OF THE PIPE BE LESS THAN 15 INCHES.

ALL BUILDING SETBACK REQUIREMENTS SHALL BE DETERMINED BY THE ZONING DISTRICT, UNLESS OTHERWISE NOTED.

ALL LOTS SHALL BE IN COMPLIANCE WITH THE RILEY COUNTY SANITARY CODE.

CERTIFICATE OF RILEY COUNTY PLANNING BOARD

STATE OF KANSAS } SS  
COUNTY OF RILEY

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

RILEY COUNTY PLANNING BOARD  
RILEY COUNTY, KANSAS

JOHN WIENCK, CHAIRPERSON

RITA CASSIDA, MEMBER

JOE GELROTH, VICE CHAIR

JACK PLATT, MEMBER

ERIC PECK, MEMBER

CERTIFICATE OF THE BOARD OF COUNTY COMMISSIONERS

STATE OF KANSAS } SS  
COUNTY OF RILEY

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

RILEY COUNTY BOARD OF COMMISSIONERS

JOHN FORD, CHAIRMAN

KATHRYN FOCKE, MEMBER

GREG MCKINLEY, VICE CHAIR

ATTEST:  
COUNTY CLERK, RICH VARGO

CERTIFICATE OF REGISTER OF DEEDS

STATE OF KANSAS } SS  
COUNTY OF RILEY

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND IN \_\_\_\_ BOOK, \_\_\_\_ PAGE \_\_\_\_.

REGISTER OF DEEDS, AMY MANGES

ENTERED ON TRANSFER OF RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_.

REVIEW SURVEYOR SIGNATURE BLOCK

STATE OF KANSAS } SS  
COUNTY OF

THIS PLAT HAS BEEN REVIEWED AND APPROVED FOR FILING PURSUANT TO AND IN COMPLIANCE WITH K.S.A. 58-2005, AND WITH THE REQUIREMENTS OF RILEY COUNTY RESOLUTION NO. 082913-58. NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
LISCENSE: \_\_\_\_\_

APPROVAL OF COUNTY OFFICERS

STATE OF KANSAS } SS  
COUNTY OF RILEY

JOHN ELLERMANN, COUNTY ENGINEER

AMANDA WEBB, PLANNING AND SPECIAL PROJECT DIRECTOR

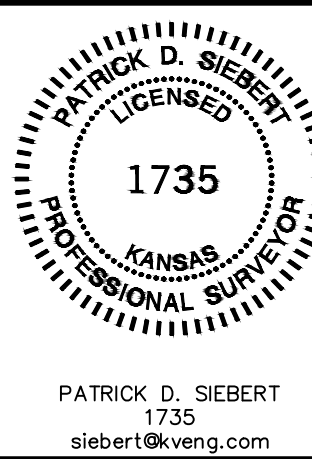
CLANCY HOLEMAN, COUNTY COUNSELOR

SURVEYOR'S CERTIFICATE

STATE OF KANSAS } SS  
COUNTY OF GEARY

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF KANSAS, WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING. THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY ME OR UNDER MY DIRECT SUPERVISION. THAT ALL SUBDIVISION REGULATIONS OF THE COUNTY OF RILEY, KANSAS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT; THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS, AND THAT ALL THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, GIVEN UNDER MY HAND AND SEAL AT JUNCTION CITY, KANSAS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

DATE OF SURVEY: OCTOBER 12, 2024



PROJECT: 11007 HIGH RIDGE DRIVE  
MANHATTAN, KANSAS 66503

PREPARED FOR: ETIENNE BAUDOUIN JR.  
11007 HIGH RIDGE DRIVE  
MANHATTAN, KANSAS 66503

KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER SURVEYING SERVICES BY KANSAS STATE CERTIFICATE OF AUTHORIZATION NO. LS-20. EXPIRES 12/31/24

PROJECT NO. A24-1991  
DRAWN BY BK  
CHECKED BY PS  
CFN 1991PLAT  
SHEET 1 OF 1

## EXCERPT OF MINUTES RILEY COUNTY PLANNING BOARD

December 9, 2024

Page 1

### Baudoin – Replat

Chairman Wienck opened the public hearing at the request of Etienne J. Baudoin, petitioner, and owner, to replat Lots 5, 6, and 7, Block 10 of Lakeside Heights, into a single lot, located in Sherman Township, Section 12, Township 8 South, Range 6 East, in Riley County, Kansas.

Bob Isaac presented the request describing the background, location and physical characteristics of the subject property. He said the applicant needs to replat the aforementioned lots together into a single lot to allow for a replacement septic/lateral system to serve the existing home. He said that although the replat will not bring the property into complete compliance with the Sanitary Code, it will allow a system to be located on the parcel that meets minimum setback requirements.

Staff recommended that the Planning Board approve the Final Plat of PB Addition, as it was determined that it meets the minimum requirements of the Riley County Land Development Regulations and the Sanitary Code.

Chairman Wienck opened the public hearing.

The applicant wasn't present and there were no proponents or opponents.

Joe Gelroth referred to page 2 of the staff report, and stated that the background says the replat will not bring the property into compliance with the Sanitary Code; however, on Page 3, the Environmental Health review says this replat will allow for the installation of a replacement septic system to bring the property into compliance with the Sanitary Code. He said this seemed inconsistent.

Bob Isaac explained there are three different lots. He said combining all three lots still will not meet the Sanitary Code's *lot area* requirement. He explained there are also separation distance requirements from property lines, the house and well. He explained the Sanitary Code allows for the area requirement in certain situations to be waived as long as the site meets separation distance requirements; in this situation, there is an existing home. He said by replatting, it vacates the lot lines, allowing for an area for the replacement system to be installed. He said staff tries to work with folks to keep them in their homes.

Eric Peck moved to close the public hearing. Rita Cassida seconded. Carried 4-0.

Rita Cassida moved to approve the Final Plat of PB Addition, as it was determined to meet the minimum requirements of the Riley County Land Development Regulations and Sanitary Code. Joe Gelroth seconded. Carried 4-0.

Mr. Isaac announced that the Board of County Commissioners would hear the request on December 19, 2024 at 11:00 am, in the County Commission Chambers.

Attachment: RCPB Minutes (121924-56 : PB Addition)



**RESOLUTION NO. 121924--****A RESOLUTION APPROVING THE PB ADDITION PLAT AND ACCEPTING THE STREET RIGHTS OF WAY, EASEMENTS AND LICENSES AS SHOWN TO BE DEDICATED ON SAID PLAT**

**WHEREAS**, the Board of Commissioners of Riley County, Kansas, has been presented for approval of the PB Addition; and

**WHEREAS**, the Board finds that all legal requirements have been met for approval of said plat; and

**WHEREAS**, the Riley County Planning & Development Department has reviewed said plat and found it to be in compliance with the Riley County Sanitary Code; and

**WHEREAS**, the Riley County Planning Board, after appropriate notice, conducted a public hearing on December 09, 2024; and

**WHEREAS**, the Riley County Planning Board, after making a determination that said plat meets the minimum requirements of the Riley County Land Development Regulations, approved said plat; and

**WHEREAS**, all required signatures have been obtained.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS:**

That the PB Addition plat is hereby approved, and the Board of Commissioners of Riley County, Kansas hereby accepts all street rights of way, easements and licenses, as dedicated thereon.

ADOPTED this 19<sup>th</sup> day of December, 2024

BOARD OF COMMISSIONERS  
OF RILEY COUNTY, KANSAS

\_\_\_\_\_  
John Ford, Chair

\_\_\_\_\_  
Greg McKinley, Vice Chair

\_\_\_\_\_  
Kathryn Focke, Member

ATTEST:

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

Attachment: Resolution (121924-56 : PB Addition)



**PLANNING &  
DEVELOPMENT**  
*Discussion*

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

## COMMISSION AGENDA REPORT

**FROM:** Amanda Webb, Planning Director  
**MEETING:** December 19, 2024  
**SUBJECT:** School Inspections  
**PRESENTER:** Amanda Webb, Planning Director

### **BACKGROUND**

Riley County has been performing school inspections annually each summer. House Bill 2754 (attached) was passed in 2024, amending KSA 19-101a and KSA 2023, providing counties the ability to opt out of doing school inspections. Attached is the checklist staff uses to complete the inspections.

Schools evaluated: Manhattan High School, Dwight D. Eisenhower Middle School, Susan B. Anthony Middle School, Amanda Arnold Elementary School, Lee Elementary School, Ogden Elementary School, Woodrow Wilson Elementary School, Bluemont Elementary School, Marlatt Elementary School, Oliver Brown Elementary School, Frank V. Bergman Elementary School, Northview Elementary School, Theodore Roosevelt Elementary School, Riley County High School, Riley County Grade School, Blue Valley High School, Blue Valley Middle School, McCormick Elementary, and Manhattan Catholic School.

### **DISCUSSION**

After speaking with several school districts, it was discovered that the inspections Riley County performs is in addition to inspections done by several other entities and is essentially "redundant." Schools already must follow regulations and receive inspections from the fire marshal, Kansas Department of Labor, Kansas Department of Agriculture, and insurance inspectors. Additionally, special certification or experience is not required for the county to perform these inspections, but many of the items reviewed are "specialized" and should be

inspected by those with proper training and background (i.e., the fire marshal or building inspector).

The state does not provide funding for the county to perform these inspections, nor do we collect any fees for this service. Planning & Development, and the Health Department, have plenty of other necessary tasks to spend our time and resources on.

If the BOCC would like to opt out of performing school inspections, the following formal process, as further detailed in KSA 19-101b, must occur:

1. Create a charter resolution that invokes the opt-out authority under Home Rule.
2. Have the County Commission vote to approve it unanimously.
3. The charter resolution shall be published once per week for two consecutive weeks in the official county newspaper.
4. The charter resolution takes effect 60 days after final publication, provided there is no valid protest petition filed.

### **FISCAL IMPACT:**

It would save time and resources to no longer perform these inspections. Kansas does not provide the counties any funding for this nor are fees assessed.

### **RECOMMENDATION:**

Staff recommends the BOCC direct staff to begin the formal process to opt out of performing school inspections.

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

Move to direct staff to begin the formal process to opt out of performing school inspections.

#### Enclosures:

- HB2754 (PDF)
- Blank School Inspection (PDF)

## HOUSE BILL No. 2754

An Act concerning counties; relating to public health; authorizing counties to exempt from the requirement to perform school safety inspections; amending K.S.A. 19-101a and K.S.A. 2023 Supp. 65-202 and repealing the existing sections.

*Be it enacted by the Legislature of the State of Kansas:*

Section 1. K.S.A. 19-101a is hereby amended to read as follows:  
19-101a. (a) The board of county commissioners may transact all county business and perform all powers of local legislation and administration it deems appropriate, subject only to the following limitations, restrictions or prohibitions:

(1) Counties shall be subject to all acts of the legislature which apply uniformly to all counties.

(2) Counties may not affect the courts located therein.

(3) Counties shall be subject to acts of the legislature prescribing limits of indebtedness.

(4) In the exercise of powers of local legislation and administration authorized under provisions of this section, the home rule power conferred on cities to determine their local affairs and government shall not be superseded or impaired without the consent of the governing body of each city within a county which may be affected.

(5) Counties may not legislate on social welfare administered under state law enacted pursuant to or in conformity with public law No. 271 – 74<sup>th</sup> congress, or amendments thereof.

(6) Counties shall be subject to all acts of the legislature concerning elections, election commissioners and officers and their duties as such officers and the election of county officers.

(7) Counties shall be subject to the limitations and prohibitions imposed under K.S.A. 12-187 through 12-195, and amendments thereto, prescribing limitations upon the levy of retailers' sales taxes by counties.

(8) Counties may not exempt from or effect changes in statutes made nonuniform in application solely by reason of authorizing exceptions for counties having adopted a charter for county government.

(9) No county may levy ad valorem taxes under the authority of this section upon real property located within any redevelopment project area established under the authority of K.S.A. 12-1772, and amendments thereto, unless the resolution authorizing the same specifically authorized a portion of the proceeds of such levy to be used to pay the principal of and interest upon bonds issued by a city under the authority of K.S.A. 12-1774, and amendments thereto.

(10) Counties shall have no power under this section to exempt from any statute authorizing or requiring the levy of taxes and providing substitute and additional provisions on the same subject, unless the resolution authorizing the same specifically provides for a portion of the proceeds of such levy to be used to pay a portion of the principal and interest on bonds issued by cities under the authority of K.S.A. 12-1774, and amendments thereto.

(11) Counties may not exempt from or effect changes in the provisions of K.S.A. 19-4601 through 19-4625, and amendments thereto.

(12) Except as otherwise specifically authorized by K.S.A. 12-1,101 through 12-1,109, and amendments thereto, counties may not levy and collect taxes on incomes from whatever source derived.

(13) Counties may not exempt from or effect changes in K.S.A. 19-430, and amendments thereto.

(14) Counties may not exempt from or effect changes in K.S.A. 19-302, 19-502b, 19-503, 19-805 or 19-1202, and amendments thereto.

(15) Counties may not exempt from or effect changes in K.S.A. 19-15,139, 19-15,140 and 19-15,141, and amendments thereto.

(16) Counties may not exempt from or effect changes in the provisions of K.S.A. 12-1223, 12-1225, 12-1225a, 12-1225b, 12-1225c and 12-1226, and amendments thereto, or the provisions of K.S.A. 12-1260 through 12-1270 and 12-1276, and amendments thereto.



## HOUSE BILL No. 2754—page 3

(39) Counties may not exempt from or effect changes in K.S.A. 65-201 and 65-202(a), (b), (d), (e) and (f), and amendments thereto.

(b) Counties shall apply the powers of local legislation granted in subsection (a) by resolution of the board of county commissioners. If no statutory authority exists for such local legislation other than that set forth in subsection (a) and the local legislation proposed under the authority of such subsection is not contrary to any act of the legislature, such local legislation shall become effective upon passage of a resolution of the board and publication in the official county newspaper. If the legislation proposed by the board under authority of subsection (a) is contrary to an act of the legislature which is applicable to the particular county but not uniformly applicable to all counties, such legislation shall become effective by passage of a charter resolution in the manner provided in K.S.A. 19-101b, and amendments thereto.

(c) Any resolution adopted by a county which conflicts with the restrictions in subsection (a) is null and void.

Sec. 2. K.S.A. 2023 Supp. 65-202 is hereby amended to read as follows: 65-202. (a) The local health officer in each county throughout the state, immediately after such officer's appointment, shall take the same oath of office prescribed by law for the county officers, shall give bond of \$500 conditioned for the faithful performance of the officer's duties, shall keep an accurate record of all the transactions of such office, shall turn over to the successor in office or to the county or joint board of health selecting such officer, on the expiration of such officer's term of office, all records, documents and other articles belonging to the office and shall faithfully account to the board of county commissioners and to the county and state for all moneys coming into the office. Such officer shall notify the secretary of health and environment of such officer's appointment and qualification, and provide the secretary with such officer's contact information.

(b) Such officer shall receive and distribute without delay in the county all forms from the secretary of health and environment to the rightful persons, all returns from persons licensed to practice medicine and surgery, assessors and local boards to said secretary, shall keep an accurate record of all of the transactions of such office and shall turn over all records and documents kept by such officer, the successor in office, or to the county or joint board electing such officer, on the expiration of the term of office.

(c) The local health officer shall upon the opening of the fall term of school, make a sanitary inspection of each school building and grounds, and shall make such additional inspections as are necessary to protect the public health of the students of the school.

(e)(d) (1) Such officer shall make an investigation of each case of smallpox, diphtheria, typhoid fever, scarlet fever, acute anterior poliomyelitis (infantile paralysis), epidemic cerebro-spinal meningitis and such other acute infectious, contagious or communicable diseases as may be required, and shall use all known measures to prevent the spread of any such infectious, contagious or communicable disease, and shall perform such other duties as this act, the county or joint board, board of health or the secretary of health and environment may require.

(2) Any order issued by the local health officer, including orders issued as a result of an executive order of the governor, on behalf of a county regarding the remediation of any infectious disease may be reviewed, amended or revoked by the board of county commissioners of any county affected by such order in the manner provided by K.S.A. 65-201(b), and amendments thereto.

(e) Such officer shall receive compensation as set by the board and with the approval of the board of health may employ a skilled professional nurse and other additional personnel whenever deemed necessary for the protection of the public health.

(f) Any failure or neglect of the local health officer to perform any of the duties prescribed in this act, the officer may be removed from



|                   |  |
|-------------------|--|
| Date:             |  |
| Number of Pupils: |  |

e-mail: \_\_\_\_\_

**ANNUAL SCHOOL ENVIRONMENTAL / SANITATION INSPECTION REPORT**

|                                    |          |
|------------------------------------|----------|
| School Name:                       | Address: |
| Inspected by: Perry Piper, REHS/RS |          |
| Accompanied by:                    |          |

| EXTERIORS:                                                                                                                                                                                  | COMPLIANCE STATUS: |    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----|
|                                                                                                                                                                                             | YES                | NO |
| 01 Exterior areas & surfaces: clean, good repair, debris, graded, no pooling water, illuminated                                                                                             |                    |    |
| 02 Exterior structures: good repair, clean                                                                                                                                                  |                    |    |
| 03 Playgrounds: equipment clean, good repair, ground cover (6"), storage, lighting                                                                                                          |                    |    |
| 04 Refuse Containers: area clean, pests, odors, capacity, number, frequency, lids, solid surfaces                                                                                           |                    |    |
| 05 Outdoor vector control: harborage conditions;<br>Exterior doors: tight fitting, good repair<br>Windows/doors that open for ventilation: screening (#16 mesh), tight fitting, good repair |                    |    |
| 06 Exterior Storage: machinery, maintenance items                                                                                                                                           |                    |    |

**INSECT & RODENT CONTROL:**

|                                   |  |  |
|-----------------------------------|--|--|
| 07 No Presence of insects/rodents |  |  |
|-----------------------------------|--|--|

**ELECTRICAL SYSTEMS/LIGHTING:**

|                                                                                                                                                                                                                                                              |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 08 Installed, maintained according to code: ground - fault circuit interrupters within 5 ft of water source, switch outlet covered, breaker boxes: protected, good condition, wire splices covered, bare/frayed wiring: prohibited, 3 prong outlets grounded |  |  |
| 09 Emergency lighting: adequate, good condition                                                                                                                                                                                                              |  |  |
| 10 Lighting: adequate ( $\geq 30$ FC classroom), ( $>100$ FC lab or shop), shielding present, light bulbs/fixtures                                                                                                                                           |  |  |

**PLUMBING/WATER/SEWAGE:**

|                                                                           |  |  |
|---------------------------------------------------------------------------|--|--|
| 11 Installed, maintained according to code                                |  |  |
| 12 Backflow, cross-connection: present, tested annually                   |  |  |
| 13 Source: safe, capacity, hot and cold water under pressure, temperature |  |  |
| 14 Sewage and waste water disposal                                        |  |  |
| 15 Boiler inspection current                                              |  |  |

**BATHROOMS:**

|                                                                                                             |  |  |
|-------------------------------------------------------------------------------------------------------------|--|--|
| 16 Walls, ceiling, vents, floor: clean, good repair                                                         |  |  |
| 17 Hand sink: adequate, clean, good repair                                                                  |  |  |
| 18 Toilet bowl, seat: clean, sanitized, good repair (1:50 toilets & 1:35 urinals boys) (1:35 toilets girls) |  |  |
| 19 Soap, towels, toilet tissue, toiletry items: provided, replenished as necessary                          |  |  |
| 20 Showers: clean, sanitized, good repair                                                                   |  |  |

**TOXIC ITEMS:**

|                                   |  |  |
|-----------------------------------|--|--|
| 21 Properly used, stored, labeled |  |  |
|-----------------------------------|--|--|

**PUBLIC INDOOR AREAS:**

|                                                                         |  |  |
|-------------------------------------------------------------------------|--|--|
| 22 Temperatures regulated (68 F to 74 F Winter), ( 74 F to 89 F Summer) |  |  |
| 23 Structural Integrity; good repair, designed, disaster remediation    |  |  |
| 24 Ceilings & Floors: good repair, designed, clean                      |  |  |

**Additional Comments:**

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





**COUNTY CLERK &  
ELECTIONS**  
*Personnel*

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

## COMMISSION AGENDA REPORT

**FROM:** Elizabeth Ward, HR Director

**MEETING:** December 19, 2024

**SUBJECT:** Request to Fill

**PRESENTER:** Rich Vargo, County Clerk

### **BACKGROUND**

The Administrative Analyst/Levy Specialist position will be vacant as of Saturday December 21, due to an internal promotion to the Real Estate Specialist position.

### **DISCUSSION**

The Administrative Analyst/Levy Specialist assists the Real Estate Specialist to calculate the mill levy for Riley County, assists with the Intangible tax roll preparation and assists townships and cemetery boards with the budget process. This position assists in implementing Kansas Statutes, preparing a tax roll and performing associated duties. Works with the public, taxing entities, and staff.

The work is time-critical and affects tax statements for the entire county. The information prepared by this position is used by the state, the legislature, counties, school districts, cities and other districts.

### **FISCAL IMPACT**

The position is included in the 2025 approved budget.

The Administrative Analyst/Levy Specialist position is pay range 8 with an hourly hiring range of \$23.05 to \$25.05 per hour for 2025.

The personnel budget projections for 2025 would not be affected by these changes.



**RECOMMENDATION(S)**

I recommend the Board of County Commissioners approve the requisition to fill the Administrative Analyst/Levy Specialist position for recruitment.

**POSSIBLE MOTION(S)**

I move to approve the requisition to fill the Administrative Analyst/Levy Specialist position for recruitment.

I move to deny the requisition to fill the Administrative Analyst/Levy Specialist position for recruitment.

Move to modify

Move to table

No action required.

The Board agreed by consensus to

**Enclosures:**

- 2025-01 Clerk Admin Levy PAF (DOCX)
- Admin Analyst-Levy position description (PDF)

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

- Submitted by Elizabeth Ward on 12/17/2024 at 09:04 AM
- Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)

Company

Riley County, KS

Job ID

2924262

Pay Grade

--

Cost Center 1

County General [1]

1 Job Slot

ADMINIS-1

Position Template

Administrative Analyst Levy [ADAMLVY]

Salary

\$23.05-\$25.05 hiring range D.O.Q.

EEO Class

--

Cost Center 2

Clerk [2]

Work Location

Office Building

Supervisor Position

No

Workers Compensation

8810 [8810]

Cost Center 3

--

Supervisor: Joseph Godown

Department Head: Rich Vargo

☒ No changes to Position or Budget

☒ Position Description attached

Total annual hours: 2080

☐ Budgeted

☐ New or updated position description

☐ New request for budget (details attached)

Salary: \$52,104

Budget for Benefits: \$ 20,581.08

Total proposed annual budget: \$72,685.08

Additional Position Comments: \_\_\_\_\_

BoCC Chair \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

BoCC Member \_\_\_\_\_

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

## RILEY COUNTY, KANSAS JOB DESCRIPTION

|                     |                                               |                              |
|---------------------|-----------------------------------------------|------------------------------|
| <b>Job Title:</b>   | <b>ADMINISTRATIVE ANALYST/LEVY SPECIALIST</b> |                              |
| <b>Department:</b>  | County Clerk                                  | <b>Division:</b> Real Estate |
| <b>Reports To:</b>  | County Clerk                                  |                              |
| <b>Pay Grade:</b>   | <b>8</b>                                      | <b>Status:</b> Full Time     |
| <b>FLSA Status:</b> | Non-Exempt                                    |                              |

**Position Summary:** Administrative Analyst/Levy Specialist assists the Real Estate Specialist to calculate the mill levy for Riley County, assists with the Intangible tax roll preparation and assists townships and cemetery boards with the budget process. The majority of work is time-critical with June 1 to November 15 being the busiest season. This position assists in implementing Kansas Statutes, preparing a tax roll and performing associated duties. Works with the public, taxing entities, and staff.

### Essential Functions:

- Update Real Estate Tax Roll ownership records and assist customers with legal description analysis.
- Create and maintain Intangible Tax Roll records
- Assist townships and cemetery districts on annual reports and township budgets
- Administer the Homestead Refund program, assisting with filing and answering questions
- Balance Motor Vehicle collections and prepare motor vehicle estimates
- Administer tax levy and distribution functions that facilitate the tax year process
- Process corrections to the current and prior tax roll
- Update taxing unit maps, tax district codes, and tax unit identified codes and file appropriately
- Generate data for the North Central Kansas Library from eight counties
- Prepare bonds and indebtedness of various entities of the County:
- Prepare reports required by State, local entities, internal Department Heads or others
- Process Motor Vehicle, A/P and Jury checks.
- Provide courteous service to the public regarding overall County Clerk/Election services, such as Elections, Intangible Tax.
- Issue licenses & permits such as Cereal Malt Beverage and Moving permits
- Perform other duties as requested

### Position Requirements:

**Education:** Associate degree required in business administration, accounting, finance, or related field. Bachelor of Arts or Bachelor of Science degree preferred.

**License(s)/Certification(s):** Must be able to obtain Kansas Notary Public.

**Experience:** 2 years data entry experience preferred. Experience working with the public required. 2 years' experience with legal descriptions, state statutes or land valuation preferred. Experience with real estate transfer budget procedures, tax procedures or statutes preferred.

**Skills:** Ability to work with the general public, state of Kansas, school districts, and local government officials. Ability to operate AS400 software and Microsoft Office including Excel, Word and Access. Must be accurate and detail-oriented, as the tax roll effects every taxpayer in Riley County.

Equivalent combination of experience and education may be considered in lieu of above requirements.

**Physical Demands:** The physical demands represent those required to successfully perform the essential

Updated November 2024

Attachment: Admin Analyst-Levy position description (15257 : Request to Fill - Clerk)

functions of this job. Reasonable accommodation 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 occasionally lifts/pushes/pulls 50+lbs, frequently lifts up to 25-50lbs and constant lift of up to 25lbs. Specific vision abilities required by this job include close vision, color vision, depth perception, and ability to adjust focus.

**Work Environment:** The work environment described represents those encountered while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Work is generally in an office setting involving everyday risks or discomforts and normal safety precautions typical of an office setting with visual attention and dexterity in computer operation. There is an occasional risk the employee is potentially subject to verbal or physical abuse from disgruntled individuals. The noise level in the work environment is usually moderate.

*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.*