



**Board of Riley County
Commissioners
Regular Meeting
Agenda
February 11, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. KDOT Local Bridge Agreement
4. On Call Agreement with SMH Consultants
5. Rose Hill Rd. Bridge Replacement Project- Easements
6. West 32nd Avenue Bridge replacement Project- AT&T Utility Agreement
7. Sign Riley County Personnel Action Form(s)
8. Discuss Joint City/County/County Meeting Agenda
9. Discuss Intergovernmental Luncheon
10. Approve payroll/accounts payables (when completed)

Review Minutes

11. Board of Riley County Commissioners - Regular Meeting - Feb 8, 2021 8:30 AM

Review Tentative Agenda

12. Tentative Agenda

Press Conference Topics

13. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

14. Administrative Work Session

9:20 AM

Craig Cox, Deputy County Counselor

15. Contract for 2021 Tax Sale Attorney's Fees

9:30 AM Budget and Planning Committee - Tami Robison, Budget and Finance Officer

- 16. Monthly Cash Flow Reports for January 2021

9:45 AM Jason Smith, Manhattan Area Chamber of Commerce

- 17. Economic development update

10:00 AM Julie Gibbs, Health Department Director

- 18. Riley County Health Department February Update
- 19. RCHD request to fill CDRR position
- 20. FY 2021 Early Childhood Block Grant Application Approval

Adjournment**Announcement**

The Law Enforcement Agency Meeting will be held Tuesday, February 16th at 12:00 (noon) in the City Commission Chambers, 1101 Poyntz Avenue.

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



PUBLIC WORKS
Agreement

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, Director of Public Works
MEETING: February 11, 2021
SUBJECT: KDOT Local Bridge Agreement
PRESENTER: Gary Rosewicz, Assistant County Engineer

Attached for your approval and signature is the Kansas Department of Transportation Local Bridge Improvement Program Agreement. KDOT will pay a maximum of \$150,000.00 at a 90/10 split to replace the bridge located on South Otter Creek Rd., 0.4 miles north and 7.2 miles west of Randolph. Staff estimates the total cost of this project including design to be approximately \$325,966.66.

Riley County's share of the cost would be paid from the Sales Tax Fund.

Staff recommends approval.

POSSIBLE MOTION(S)

Move to approve the KDOT Local Bridge Improvement Agreement

Move to deny the KDOT Local Bridge Improvement Agreement

Move to table for further review

Enclosures:

- C-5025-01 (33-20) Bridge Replacement (Riley County) final.v2 (003) (PDF)

PROJECT NO. 81 C-5025-01
KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM
BRIDGE REPLACEMENT
RILEY COUNTY, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT), (the “Secretary”) and **Riley County, Kansas** (“County”), **collectively**, the “Parties.”

RECITALS:

- A. The County has requested and Secretary has authorized a county bridge project, as further described in this Agreement.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of local bridges.
- C. The Secretary and the County desire to construct the Project.
- D. Counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and state highways, provided however, in order to be eligible such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
- 4. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project

5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“County”** means Riley County, Kansas, with its place of business at 110 Courthouse Plaza, 1st Floor, Rm B118, Manhattan, Kansas 66502.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Hazardous Waste”** means includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
14. **“NBI”** means the National Bridge Inventory, under the jurisdiction of the U.S. Department of Transportation, Federal Highway Administration.

15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the County, being: **replacing the bridge located on S Otter Creek Road, 0.4 miles north and 7.2 miles west of Randolph, over Otter Creek in Riley County, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Reimbursement of Project Costs.** The Secretary agrees to reimburse the County ninety percent (90%) of the total actual costs of Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), Construction Engineering, Right of

Way, and Utility adjustments, but not to exceed \$150,000.00 for the Project; subject to the funding limitation established under Article II, paragraph 2. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), Construction Engineering, Right of Way, and Utility adjustments that exceed \$166,667.00 for the Project. Further, the Secretary shall not be responsible for the total actual costs of any Non-Participating Costs incurred for the Project.

2. **Funding Limitation.** The Secretary's reimbursement for Preliminary Engineering, Right of Way, and Utility adjustments is limited to the combined costs for those work phases that are less than or equal to fifteen percent (15%) of the total actual costs of Construction for the Project. Any aggregate costs for those work phases that exceed fifteen percent (15%) of the total actual costs of Construction for the Project are deemed to be Non-Participating Costs.

3. **Reimbursement Payments.** The Secretary will make partial payments to the County for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing; provided, however, the Secretary will not make reimbursement payments for Preliminary Engineering, Right of Way, or Utility adjustments until the Project has been Let.

ARTICLE III

COUNTY RESPONSIBILITIES:

1. **Legal Authority.** The County agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Design and Specifications.** The County shall be responsible to make or contract to have made Design Plans for the Project. The County shall design the Project or contract to have the Project designed in conformity with the appropriate design criteria for the Project in accordance with the County's established procedures, criteria, and industry standards. Specifically, the County agrees to comply with the technical and other requirements listed in Exhibit A, Structure and Design Requirements, which is attached and incorporated into this Agreement by this reference. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

3. **Letting and Administration.** The County will prepare or contract to have prepared the Design Plans for the Project, Let the contract, and award the Construction contract to the lowest responsible bidder. The County agrees to construct or have constructed the Project in accordance with the final Design Plans; inspect or have inspected the construction; administer the Project; and make the payments due the Contractor, including the portion of cost borne by the Secretary.

4. **Responsibility for Adequacy of Design.** The County shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design

Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the County's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the County, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the County.

5. **Authorization of Signatory.** The County shall authorize a duly appointed representative to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

6. **Inspections.** The County will provide the Construction Engineering necessary to determine substantial compliance with the final Design Plans and this Agreement. The County will require at a minimum all personnel, whether County or Consultant to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the County executes an agreement for Construction Engineering, the agreement must contain this requirement as a minimum. The County may set additional clothing requirements for adequate visibility of personnel.

7. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the County will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the County, the County's employees, agents, subcontractors or its consultants. The County shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

8. **Indemnification by Contractors.** The County agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the County defends a third party's claim, the Contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

9. **Financial Obligation.** The County will be responsible for ten percent (10%) of the total actual costs of Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), Construction Engineering, Right of Way, and Utility adjustments, up to \$166,667.00 for the Project. In addition, the County agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$166,667.00. Further, the County agrees to be responsible for one hundred percent (100%) of the total actual

costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project that exceed the Secretary's participation, as determined pursuant to Article II, paragraph 2, Funding Limitation. The County shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

10. **Additional Structure Removal.** If the Secretary's share of the Project costs will exceed \$150,000.00, the County is obligated to permanently close and request NBI removal of the additional structure identified for such removal on the KDOT Project Authorization Form. The County acknowledges that once the additional structure is removed from the NBI, that structure will no longer be eligible to receive state or federal funding.

11. **Reimbursement Requests.** The County shall submit invoices to the Secretary for reimbursement of costs incurred by the County for the Project. Invoices shall be submitted in amounts not less than \$1,000.00 and no more frequently than once per month. Invoices for reimbursement of costs for Preliminary Engineering, Right of Way, and Utility adjustments, are not eligible for reimbursement prior to the award of the Construction contract to the Contractor.

12. **Audit.** The County will participate and cooperate with the Secretary in an annual audit of the Project. The County shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the County for items considered non-participating, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

13. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the County shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary and all costs incurred by the County not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

14. **Maintenance of Project.** When the Project is completed and final acceptance is issued the County will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the County will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

15. **Cancellation by County.** If the County cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The County agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project. The County acknowledges and agrees that the County's failure to award the construction contract for the Project **prior to November 1, 2021** will be considered a constructive act of cancellation by the County and the County will be deemed to have cancelled the Project for purposes of this Agreement. In such instance, the County will be subject to the reimbursement requirements set forth in this Article III, paragraph 15.

16. **Final Review.** Upon completion of the Project, the County shall notify Secretary and allow the Secretary or Secretary's designee to participate in a final review of the Project to confirm compliance with the terms of this Agreement. Reviews by the Secretary are not done for the benefit of County or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by County.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Final Plans and Attachments.** The final Design Plans, specifications, special provisions, Construction Contract Proposal (as available), the agreement estimate for Construction Engineering (if applicable), and other Special Attachments are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are made a part of this Agreement.

2. **Compliance with Federal and State Laws.** The County shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.

3. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the County, and their successors in office.

8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

The signature pages immediately follow this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

RILEY COUNTY, KANSAS

COUNTY CLERK (Date)

(SEAL)

CHAIRPERSON

MEMBER

MEMBER

Agreement No. 33-20
Bureau of Local Projects

Kansas Department of Transportation
Secretary of Transportation

BY: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Attachment: C-5025-01 (33-20) Bridge Replacement (Riley County) final.v2 (003) (10552 : KDOT Local Bridge Program Agreement)

State of Kansas
 Department of Administration DA-146a
 (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

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 any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

EXHIBIT A**KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM**
(Structure and Design Requirements)

- ☐ The County will acquire the services of a professional engineer, licensed in the state of Kansas to perform the design and analysis of the project. All plans shall have the seal and signature of the licensed engineer in charge of their development.
- ☐ Minimum of one (1) geology core sample and analysis report sealed and signed by a qualified licensed professional at each project site.
- ☐ Basic Hydraulic Analysis using as a minimum HY-8.
- ☐ Item 113 Justification Form (Scour Vulnerability).
- ☐ Minimum Allowable Stress Design (ASD) foundation design/construction (Modified Engineering News Record (ENR) Formula for Pile Driving).
- ☐ Load and Resistance Factor Design (LRFD) HL-93 Superstructure Design.
- ☐ Load and Resistance Factor Rating (LRFR) Superstructure Load Ratings (including Federal Highway Administration (FHWA) mandated “Special Hauling Vehicles” and “Emergency Vehicles”) using AASHTO Bridge Design and Rating (BrDR) (or compatible) design/rating model. All bridges shall have a completed KDOT Bureau of Local Projects Load Rating Summary Sheet sealed and signed by a licensed Professional Engineer.
- ☐ Within 90 days of completion of construction a complete inventory inspection, including load ratings and scour analysis, shall be submitted to KDOT’s Bureau of Local Projects.
- ☐ The owner is responsible for acquiring permits and clearances needed for the Project.
- ☐ Submission of total project costs to KDOT Bureau of Local Projects upon project completion.

For longer structures, larger channels, higher volume roads, the “minimum” requirements may not suffice. Standard industry practice and sound engineering judgment in accordance with Kansas State Board of Technical Professions should be exercised at all times throughout the design and analysis phases of the Project.

All plans will bear the seal of a Professional Engineer licensed in Kansas.



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: John Ellermann, County Engineer
MEETING: February 11, 2021
SUBJECT: On Call Agreement with SMH Consultants
PRESENTER: John Ellermann, County Engineer

On call agreements are established for basic compensation for small architectural and approved consulting services. All services performed will be billed at the 2021 hourly rates not to exceed \$10,000. These agreements eliminate the need to enter into a contract each time a small project arises.

POSSIBLE MOTION(S)

Move to sign On Call Agreement with SMH Consultants.
Move to deny the Agreement with SMH Consultants.
Move to table for further review.

Enclosures:

- 2021 On Call Agreement SMH (PDF)



AGREEMENT FOR PROFESSIONAL SERVICES

Between

Riley County, Kansas

And

**SMH Consultants
2017 Vanesta Place
Manhattan, Kansas 66503**

Agreement Date _____, 20____.

This AGREEMENT, made and entered into by and between that Board of County Commissioners of **Riley County, KS.** (OWNER) and SMH Consultants (ENGINEER), for obtaining Professional Engineering Services. The scope of services shall be as set out in Article I below, the compensation to the ENGINEER shall be set out in Attachment A, and contractual provisions set out in Attachment B, and made a part hereof the attached hereto.

ARTICLE 1. SCOPE OF SERVICES

Riley County On-Call Civil Engineering Services.

ARTICLE 2. COMPENSATION & BILLING RATES

ENGINEER's compensation is set forth in Attachment A.

ARTICLE 3. TERMS OF PAYMENT

Payment to the Engineer will be made as follows:

A. INVOICES AND TIME OF PAYMENT

ENGINEER will issue monthly invoices for all work performed under this Agreement. Invoices are due and payable on receipt.

Upon completion of services enumerated in ARTICLE 1, 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

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 \$1,000,000 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 of investigations, including but not limited to environment, hydraulics, and geological investigations or studies. Any review of the 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 of investigations including, but not limited to environment, hydraulics, and geological investigations or studies.

ARTICLE 5. OBLIGATION 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 be able to 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 Engineers 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 to 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 B.

- 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 ENGINEERS 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 the 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 plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.
- 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 subconsultants, 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, its employees in connection with the PROJECT. OWNER agrees to indemnify Engineer from any damage, liabilities or costs by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of OWNER, it 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 the 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, 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

This 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 – Compensation & Billing Rates/Expenses

Attachment B – Contractual Provisions

IN WITNESS WHEREOF, the parties execute below:

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

SMH CONSULTANTS

By: _____
John Ford, Chairman

By: Jodel Anderson

Date

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Attachment: 2021 On Call Agreement SMH (10548 : On Call Agreement with SMH Consultants)

ATTACHMENT A

Riley County “On-Call” Civil Engineering Services SMH Consultants 2021 Compensation & Billing Rates/Expenses

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

- A. **COST REIMBURSABLE – PERDIEM (TIME AND EXPENSE):**
For services enumerated in ARTICLE 1, the OWNER will compensate ENGINEER based on ENGINEERS’s actual costs which may be less than the estimated amount. Payment shall be full compensation for salary costs, expenses, overhead, profit, subcontracting and other costs required in performing the work described herein. Overhead includes fringe benefits.
- B. **BUDGET**
A project budget amount of Ten Thousand and 00/100 Dollars (\$10,000), excluding taxes, is hereby established for services in ARTICLE 1. The total payments to the ENGINEER shall not exceed the budget above unless approved by the OWNER.

2021 Personnel & Reimbursable Rates SMH Consultants

<u>Description</u>	<u>Range</u>
Survey Crew	\$130.00 to \$170.00 per hour
GPS/Robot Crew	\$100.00 to \$124.00 per hour
CADD Technician	\$90.00 to \$120.00 per hour
Drone Piloting	\$100.00 to \$130.00 per hour
Drone Processing	\$90.00 to \$110.00 per hour
Managing Principal	
Professional Surveyor	\$130.00 to \$165.00 per hour
Professional Surveyor	\$110.00 to \$133.00 per hour
Managing Principal Engineer	\$190.00 to \$215.00 per hour
Principal Engineer	\$170.00 to \$225.00 per hour
Project Engineer	\$135.00 to \$180.00 per hour
Design Engineer	\$110.00 to \$150.00 per hour
Landscape Architect	\$110.00 to \$150.00 per hour
Construction Engineering/Inspection	\$90.00 to \$120.00 per hour
Land Acquisition Agent	\$135.00 to \$150.00 per hour
Procter	\$300.00 each
Clerical	\$55.00 to \$70.00 per hour
Mileage	\$0.56 per mile
Concrete Cylinder Breaks	\$50.00 each

Special Services not included in above categories will be provided on a special labor rate schedule.

ATTACHMENT B

Attachment B to “Contract” Between Riley County, Ks (hereinafter “County”),
and SMH Consultants (hereinafter “Engineer”).

CONTRACTUAL PROVISIONS ATTACHMENT

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

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 applicable local, state and federal laws and regulations in effect as of the date of services rendered, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.

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

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to 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 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 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 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 hours 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 pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
- 18.2. **Maintenance of Records.** Except as otherwise authorized by County, 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.** 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 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, and insurance required by federal, state or local authority for carrying out the Contract. Engineer shall notify County immediately if any required license, permit 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 with the exception of professional liability, must be considered as primary and not as excess insurance. Engineer shall furnish a certificate evidencing such coverage, with County named as an additional insured, as respects the General 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 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: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Engineer

SMH CONSULTANTS

By: Jodd Anderson

Date

Attachment: 2021 On Call Agreement SMH (10548 : On Call Agreement with SMH Consultants)



PUBLIC WORKS
Project

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

COMMISSION AGENDA REPORT

FROM: Gary Rosewicz, Assistant Public Works Director

MEETING: February 11, 2021

SUBJECT: Rose Hill Rd. Bridge Replacement Project- Easements

PRESENTER: Gary Rosewicz, Assistant Public Works Director

Attached for your approval are 6 Permanent Easement Agreements and 5 Temporary Easement Agreements for the Rose Hill Rd. Bridge Replacement Project. This project is located approximately ¼ mile south of the Swede Creek Rd. and is on the KDOT Off-System Bridge Program. KDOT will pay 80% of the construction cost. Riley Count will pay the remaining 20% from the Sales Tax Fund.

Staff recommends approval.

Possible Motions

Move to approve the Easement Agreements and authorize the Chairman to sign.

Enclosures:

- Cowan Easement Agreements (PDF)
- McIntyre Easment Agreements (PDF)
- Shilling Easement Agreements (PDF)
- Stone Perm Easement Agreement (PDF)
- Stone Temp Easmnt Agreement (PDF)
- Wienk Perm Easement Agreement (PDF)

GRANT OF PERMANENT EASEMENT

This agreement, made this _____ day of _____, 20____, by and between, Richard J. McIntyre and Robert J. Cowan, hereinafter called Party of the First Part; and the BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS, Party of the Second Part.

WITNESSETH: That WHEREAS, it has been found necessary by the Second Party to lay out, relocate, widen, or alter the public road known as:

Rosehill Road

NOW, THEREFORE, in consideration of the sum of:

Compensation for Permanent Easement (0.03 ac. at \$2,500/ac.)(\$200 min.) = \$200.00

Compensation for Temporary Construction Easement (0.06 ac. @ \$200/ac.)(\$100 min.) = \$100.00

Total Compensation = \$300.00

The party of the First Part does HEREBY AGREE TO GRANT, to the party of the Second Part, PERMANENT EASEMENTS, solely for the purpose of constructing a road and/or Bridge Project, described as follows:

PERMANENT ROAD RIGHT-OF-WAY EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST OF THE 6th P.M., RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18

S. 00°56'50" W. 617.66 FEET; THENCE

N. 89°03'10" W. 807.23 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF A TRIBUTARY OF SWEDE CREEK AND COUNTY ROAD A-86, A PUBLIC ROAD IN RILEY COUNTY KNOWN ALSO AS RC-897 AND ROSE HILL ROAD; THENCE ALONG THE CENTER OF SAID COUNTY ROAD A-86, BEING THE EAST LINE OF A TRACT OF LAND CONVEYED TO ROBERT J. COWAN AND RICHARD J.

MCINTYRE AS DESCRIBED ON PAGE 6716 IN BOOK 826 AT THE RILEY COUNTY REGISTER OF DEEDS

S. 17°29'43" E. 54.02 FEET; THENCE

S. 72°30'17" W. 20.00 FEET; THENCE

N. 42°36'00" W. 65.26 FEET; THENCE

N. 19°57'24" W. 32.44 FEET TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO IVAN L. WIENCK AND IRENE A. WIENCK, TRUSTEES OF THE IVAN L. WEINCK AND IRENE A. WIENCK TRUST dated THE 8TH DAY OF MARCH 2019 AS DESCRIBED ON PAGE 1921 IN BOOK 876 (TRACT 2) AT THE RILEY COUNTY REGISTER OF DEEDS; THENCE ALONG THE SOUTH LINE OF SAID WIENCK TRUST TRACT

S. 64°47'59" E. 53.17 FEET (AS DESCRIBED: S. 82°14' E.); THENCE CONTINUING ALONG THE SOUTH LINE OF SAID WIENCK TRUST TRACT

N. 80°37'03" E. 10.10 FEET (AS DESCRIBED: S. 82°14' E.) TO THE POINT OF BEGINNING, CONTAINING 0.06 ACRES (INCLUDES 0.03 ACRES OF EXISTING ROAD RIGHT OF WAY AND 0.03 ACRES OF NEW PERMANENT RIGHT OF WAY)

Attachment: Cowan Easement Agreements (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

2/2 Perm Esmnt

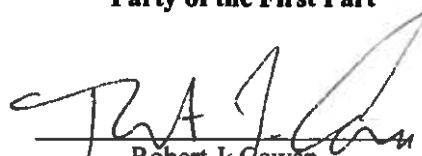
SAID PERMANENT RIGHT OF WAY EASEMENT, HEREBY GRANTED AND RIGHTS HEREIN SET FORTH to continue so long as said property is used as a Public Road Right of Way, or in connection therewith, subject to all the provisions of the law relating thereto.

THIS AGREEMENT will become binding only after both Parties have signed this document.

IN WITNESS WHEREOF: The Said Parties have hereunto subscribed their names.

Party of the First Part

Dated: 1/23/2021


Robert J. Cowan

STATE OF New Jersey)
COUNTY OF Camden) SS

BE IT REMEMBERED, That on this 23 day of JANUARY, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Robert J. Cowan, who is personally known to me to be the same person, who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My appointment expires: 01-02-2023



NOTARY PUBLIC

CHRISTOPHER INGLETON
NOTARY PUBLIC OF NEW JERSEY
ID # 2428437
My Commission Expires 01/02/2023

Party of the Second Part

Dated: _____

Chairman, Riley County
Board of Commissioners

Attachment: Cowan Easement Agreements (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

TEMPORARY CONSTRUCTION EASEMENT

This agreement, made and entered into this _____ day of _____, 20____, by and between, Richard J. McIntyre and Robert J. Cowan, hereinafter called Party of the First Part; and the BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS, Party of the Second Part.

WITNESSETH: That WHEREAS, it has been found necessary by the Second Party to lay out, relocate, widen, or alter a certain public road known as:

Rosehill Road

NOW, THEREFORE, in consideration of the sum of:

Compensation for Permanent Easement (0.03 ac. at \$2,500/ac.)(\$200 min.) = \$200.00
Compensation for Temporary Construction Easement (0.06 ac. @ \$200/ac.)(\$100 min.) = \$100.00
Total Compensation = \$300.00

The party of the First Part does HEREBY AGREE TO GRANT, to the party of the Second Part, TEMPORARY EASEMENTS, solely for the purpose of constructing a road and/or Bridge Project, described as follows:

TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST OF THE 6th P.M., RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18

S. 00°56'50" W. 617.66 FEET; THENCE

N. 89°03'10" W. 807.23 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF A TRIBUTARY OF SWEDE CREEK AND COUNTY ROAD A-86, A PUBLIC ROAD IN RILEY COUNTY KNOWN ALSO AS RC-897 AND ROSE HILL ROAD; THENCE ALONG THE CENTER OF SAID COUNTY ROAD A-86, BEING THE EAST LINE OF A TRACT OF LAND CONVEYED TO ROBERT J. COWAN AND RICHARD J. MCINTYRE AS DESCRIBED ON PAGE 6716 IN BOOK 826 AT THE RILEY COUNTY REGISTER OF DEEDS

S. 17°29'43" E. 252.40 FEET; THENCE CONTINUING ALONG THE CENTER OF SAID COUNTY ROAD A-86 AND THE EAST LINE OF SAID COWAN AND MCINTYRE TRACT

S. 09°14'43" E. 65.13 FEET; THENCE

S. 80°45'17" W. 32.89 FEET; THENCE

N. 11°51'46" W. 151.80 FEET; THENCE

N. 13°45'18" W. 168.40 FEET TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO IVAN L. WIENCK AND IRENE A. WIENCK, TRUSTEES OF THE IVAN L. WIENCK AND IRENE A. WIENCK TRUST dated THE 8TH DAY OF MARCH 2019 AS DESCRIBED ON PAGE 1921 IN BOOK 876 (TRACT 2) AT THE RILEY COUNTY REGISTER OF DEEDS; THENCE ALONG THE SOUTH LINE OF SAID WIENCK TRUST TRACT

S. 64°47'59" E. 8.18 FEET (AS DESCRIBED: S. 82°14' E.); THENCE CONTINUING ALONG THE SOUTH LINE OF SAID WIENCK TRUST TRACT

N. 80°37'03" E. 10.10 FEET (AS DESCRIBED: S. 82°14' E.) TO THE POINT OF BEGINNING, CONTAINING 0.20 ACRES (INCLUDES 0.14 ACRES OF EXISTING ROAD RIGHT OF WAY AND 0.06 ACRES OF TEMPORARY CONSTRUCTION EASEMENT)

Attachment: Cowan Easement Agreements (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

2/2 Temp Esmnt

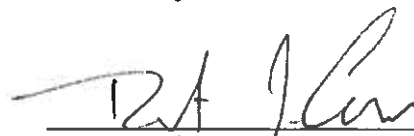
SAID TEMPORARY EASEMENT, HEREBY GRANTED AND RIGHTS HEREIN SET FORTH to continue so long as said property is used for the construction of, or in connection therewith, said project subject to all the provisions of the law relating thereto.

THIS AGREEMENT, will become binding only after both Parties have signed this document.

IN WITNESS WHEREOF: The Said Parties have hereunto subscribed their names.

Party of the First Part

Dated: 1/23/2021

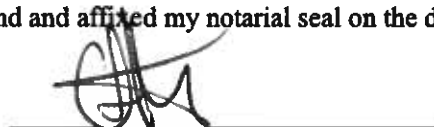

Robert J. Cowan

STATE OF NEW JERSEY)
COUNTY OF CAMPDEN) SS

BE IT REMEMBERED, That on this 23 day of JANUARY, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Robert J. Cowan, who is personally known to me to be the same person, who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My appointment expires: 01/02/2023


NOTARY PUBLIC

CHRISTOPHER INGLETON
NOTARY PUBLIC OF NEW JERSEY
ID # 2428437
My Commission Expires 01/02/2023

Party of the Second Part

Dated: _____

Chairman, Riley County
Board of Commissioners

Attachment: Cowan Easement Agreements (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

GRANT OF PERMANENT EASEMENT

This agreement, made this _____ day of _____, 20____, by and between, Richard J. McIntyre and Robert J. Cowan, hereinafter called Party of the First Part; and the BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS, Party of the Second Part.

WITNESSETH: That WHEREAS, it has been found necessary by the Second Party to lay out, relocate, widen, or alter the public road known as:

Rosehill Road

NOW, THEREFORE, in consideration of the sum of:

Compensation for Permanent Easement (0.03 ac. at \$2,500/ac.)(\$200 min.) = \$200.00

Compensation for Temporary Construction Easement (0.06 ac. @ \$200/ac.)(\$100 min.) = \$100.00

Total Compensation = \$300.00

The party of the First Part does HEREBY AGREE TO GRANT, to the party of the Second Part, PERMANENT EASEMENTS, solely for the purpose of constructing a road and/or Bridge Project, described as follows:

PERMANENT ROAD RIGHT-OF-WAY EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST OF THE 6th P.M., RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18

S. 00°56'50" W. 617.66 FEET; THENCE

N. 89°03'10" W. 807.23 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF A TRIBUTARY OF SWEDE CREEK AND COUNTY ROAD A-86, A PUBLIC ROAD IN RILEY COUNTY KNOWN ALSO AS RC-897 AND ROSE HILL ROAD; THENCE ALONG THE CENTER OF SAID COUNTY ROAD A-86, BEING THE EAST LINE OF A TRACT OF LAND CONVEYED TO ROBERT J. COWAN AND RICHARD J.

MCINTYRE AS DESCRIBED ON PAGE 6716 IN BOOK 826 AT THE RILEY COUNTY REGISTER OF DEEDS

S. 17°29'43" E. 54.02 FEET; THENCE

S. 72°30'17" W. 20.00 FEET; THENCE

N. 42°36'00" W. 65.26 FEET; THENCE

N. 19°57'24" W. 32.44 FEET TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO IVAN L. WIENCK AND IRENE A. WIENCK, TRUSTEES OF THE IVAN L. WEINCK AND IRENE A. WIENCK TRUST dated THE 8TH DAY OF MARCH 2019 AS DESCRIBED ON PAGE 1921 IN BOOK 876 (TRACT 2) AT THE RILEY COUNTY REGISTER OF DEEDS; THENCE ALONG THE SOUTH LINE OF SAID WIENCK TRUST TRACT S. 64°47'59" E. 53.17 FEET (AS DESCRIBED: S. 82°14' E.); THENCE CONTINUING ALONG THE SOUTH LINE OF SAID WIENCK TRUST TRACT

N. 80°37'03" E. 10.10 FEET (AS DESCRIBED: S. 82°14' E.) TO THE POINT OF BEGINNING, CONTAINING 0.06 ACRES (INCLUDES 0.03 ACRES OF EXISTING ROAD RIGHT OF WAY AND 0.03 ACRES OF NEW PERMANENT RIGHT OF WAY)

Attachment: McIntyre Easment Agreements (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

2/2 Perm Esmnt

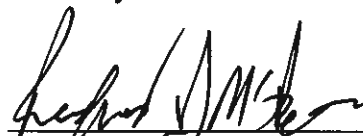
SAID PERMANENT RIGHT OF WAY EASEMENT, HEREBY GRANTED AND RIGHTS HEREIN SET FORTH to continue so long as said property is used as a Public Road Right of Way, or in connection therewith, subject to all the provisions of the law relating thereto.

THIS AGREEMENT will become binding only after both Parties have signed this document.

IN WITNESS WHEREOF: The Said Parties have hereunto subscribed their names.

Party of the First Part

Dated: 1-15-21

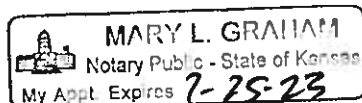

Richard J. McIntyre

STATE OF _____)
COUNTY OF _____) SS

BE IT REMEMBERED, That on this 15 day of Jan, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Richard J. McIntyre, who is personally known to me to be the same person, who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My appointment expires: 7-25-23




NOTARY PUBLIC

Party of the Second Part

Dated: _____

Chairman, Riley County
Board of Commissioners

Attachment: McIntyre Easment Agreements (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

TEMPORARY CONSTRUCTION EASEMENT

This agreement, made and entered into this _____ day of _____, 20____, by and between, Richard J. McIntyre and Robert J. Cowan, hereinafter called Party of the First Part; and the BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS, Party of the Second Part.

WITNESSETH: That WHEREAS, it has been found necessary by the Second Party to lay out, relocate, widen, or alter a certain public road known as:

Rosehill Road

NOW, THEREFORE, in consideration of the sum of:

Compensation for Permanent Easement (0.03 ac. at \$2,500/ac.)(\$200 min.) = \$200.00
Compensation for Temporary Construction Easement (0.06 ac. @ \$200/ac.)(\$100 min.) = \$100.00
Total Compensation = \$300.00

The party of the First Part does HEREBY AGREE TO GRANT, to the party of the Second Part, TEMPORARY EASEMENTS, solely for the purpose of constructing a road and/or Bridge Project, described as follows:

TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST OF THE 6th P.M., RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18
 S. 00°56'50" W. 617.66 FEET; THENCE
 N. 89°03'10" W. 807.23 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF A TRIBUTARY OF SWEDE CREEK AND COUNTY ROAD A-86, A PUBLIC ROAD IN RILEY COUNTY KNOWN ALSO AS RC-897 AND ROSE HILL ROAD; THENCE ALONG THE CENTER OF SAID COUNTY ROAD A-86, BEING THE EAST LINE OF A TRACT OF LAND CONVEYED TO ROBERT J. COWAN AND RICHARD J. MCINTYRE AS DESCRIBED ON PAGE 6716 IN BOOK 826 AT THE RILEY COUNTY REGISTER OF DEEDS
 S. 17°29'43" E. 252.40 FEET; THENCE CONTINUING ALONG THE CENTER OF SAID COUNTY ROAD A-86 AND THE EAST LINE OF SAID COWAN AND MCINTYRE TRACT
 S. 09°14'43" E. 65.13 FEET; THENCE
 S. 80°45'17" W. 32.89 FEET; THENCE
 N. 11°51'46" W. 151.80 FEET; THENCE
 N. 13°45'18" W. 168.40 FEET TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO IVAN L. WIENCK AND IRENE A. WIENCK, TRUSTEES OF THE IVAN L. WEINCK AND IRENE A. WIENCK TRUST dated THE 8TH DAY OF MARCH 2019 AS DESCRIBED ON PAGE 1921 IN BOOK 876 (TRACT 2) AT THE RILEY COUNTY REGISTER OF DEEDS; THENCE ALONG THE SOUTH LINE OF SAID WIENCK TRUST TRACT
 S. 64°47'59" E. 8.18 FEET (AS DESCRIBED: S. 82°14' E.); THENCE CONTINUING ALONG THE SOUTH LINE OF SAID WIENCK TRUST TRACT
 N. 80°37'03" E. 10.10 FEET (AS DESCRIBED: S. 82°14' E.) TO THE POINT OF BEGINNING, CONTAINING 0.20 ACRES (INCLUDES 0.14 ACRES OF EXISTING ROAD RIGHT OF WAY AND 0.06 ACRES OF TEMPORARY CONSTRUCTION EASEMENT)

Attachment: McIntyre Easment Agreements (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

2/2 Temp Esmnt

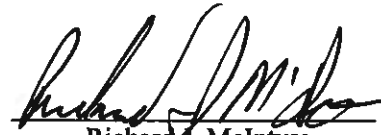
SAID TEMPORARY EASEMENT, HEREBY GRANTED AND RIGHTS HEREIN SET FORTH to continue so long as said property is used for the construction of, or in connection therewith, said project subject to all the provisions of the law relating thereto.

THIS AGREEMENT, will become binding only after both Parties have signed this document.

IN WITNESS WHEREOF: The Said Parties have hereunto subscribed their names.

Party of the First Part

Dated: 1-15-21


Richard J. McIntyre

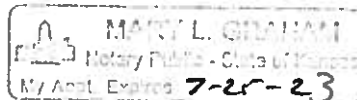
STATE OF _____)
COUNTY OF _____) SS

BE IT REMEMBERED, That on this 15 day of Jan, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Richard J. McIntyre, who is personally known to me to be the same person, who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My appointment expires: 7-25-23


NOTARY PUBLIC



Party of the Second Part

Dated: _____

Chairman, Riley County
Board of Commissioners

Attachment: McIntyre Easment Agreements (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

GRANT OF PERMANENT EASEMENT

This agreement, made this _____ day of _____, 20__, by and between, William Merle Shilling, hereinafter called Party of the First Part; and the BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS, Party of the Second Part.

WITNESSETH: That WHEREAS, it has been found necessary by the Second Party to lay out, relocate, widen, or alter the public road known as:

Rosehill Road

NOW, THEREFORE, in consideration of the sum of:

Compensation for Permanent Easement (0.19 ac. at \$2,500/ac.) = \$475.00

Compensation for Temporary Construction Easement (0.07 ac. @ \$200/ac.)(100 min.) = \$100.00

Compensation for Fence (96 linear feet at \$2.50/ft.) = \$240.00

Total Compensation = \$815.00

The party of the First Part does HEREBY AGREE TO GRANT, to the party of the Second Part, PERMANENT EASEMENTS, solely for the purpose of constructing a road and/or Bridge Project, described as follows:

PERMANENT ROAD RIGHT-OF-WAY EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST OF THE 6th P.M., RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18

S. 00°56'50" W. 617.66 FEET; THENCE

N. 89°03'10" W. 807.23 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF A TRIBUTARY OF SWEDE CREEK AND COUNTY ROAD A-86, A PUBLIC ROAD IN RILEY COUNTY KNOWN ALSO AS RC-897 AND ROSE HILL ROAD; THENCE ALONG THE CENTER OF SAID COUNTY ROAD A-86, BEING THE WEST LINE OF A TRACT OF LAND CONVEYED TO WILLIAM MERLE SHILLING AS DESCRIBED ON PAGE 654 IN BOOK 441 IN THE RILEY COUNTY REGISTER OF DEEDS

S. 17°29'43" E. 252.40 FEET (AS DESCRIBED: S. 18°10' E.); THENCE CONTINUING ALONG THE CENTER OF SAID COUNTY ROAD A-86 AND THE WEST LINE OF SAID SHILLING TRACT

S. 09°14'43" E. 65.13 FEET; THENCE

N. 80°45'17" E. 32.02 FEET; THENCE

N. 08°02'55" W. 157.17 FEET; THENCE

N. 10°30'31" W. 46.35 FEET; THENCE

N. 12°20'10" W. 105.65 FEET; THENCE

N. 19°57'24" W. 6.20 FEET TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO ERNEST E. STONE AND JO ANN STONE AS DESCRIBED ON PAGE 469 IN BOOK 390 AT THE RILEY COUNTY REGISTER OF DEEDS; THENCE ALONG THE SOUTH LINE OF SAID STONE TRACT

S. 80°37'03" W. 63.65 FEET (AS DESCRIBED: S. 80°24' W.) TO THE POINT OF BEGINNING, CONTAINING 0.34 ACRES (INCLUDES 0.15 ACRES OF EXISTING ROAD RIGHT OF WAY AND 0.19 ACRES OF NEW PERMANENT RIGHT OF WAY)

Attachment: Shilling Easement Agreements (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

2/2 Perm Esmnt

SAID PERMANENT RIGHT OF WAY EASEMENT, HEREBY GRANTED AND RIGHTS HEREIN SET FORTH to continue so long as said property is used as a Public Road Right of Way, or in connection therewith, subject to all the provisions of the law relating thereto.

THIS AGREEMENT will become binding only after both Parties have signed this document.

IN WITNESS WHEREOF: The Said Parties have hereunto subscribed their names.

Party of the First Part

Dated:

January 15, 2021

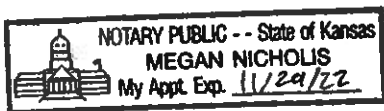
William Merle Shilling
William Merle Shilling

STATE OF Kansas)
COUNTY OF Douglas) SS

BE IT REMEMBERED, That on this 15th day of Jan, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came William Merle Shilling, who is personally known to me to be the same person, who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My appointment expires: 11/29/22



[Signature]
NOTARY PUBLIC

Party of the Second Part

Dated: _____

Chairman, Riley County
Board of Commissioners

Attachment: Shilling Easement Agreements (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

TEMPORARY CONSTRUCTION EASEMENT

This agreement, made and entered into this _____ day of _____, 20__, by and between, William Merle Shilling, hereinafter called Party of the First Part; and the BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS, Party of the Second Part.

WITNESSETH: That WHEREAS, it has been found necessary by the Second Party to lay out, relocate, widen, or alter a certain public road known as:

Rosehill Road

NOW, THEREFORE, in consideration of the sum of:

Compensation for Permanent Easement (0.19 ac. at \$2,500/ac.) = \$475.00
Compensation for Temporary Construction Easement (0.07 ac. @ \$200/ac.)(\$100 min.) = \$100.00
Compensation for Fence (96 linear feet at \$2.50/ft.) = \$240.00
Total Compensation = \$815.00

The party of the First Part does HEREBY AGREE TO GRANT, to the party of the Second Part, TEMPORARY EASEMENTS, solely for the purpose of constructing a road and/or Bridge Project, described as follows:

TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST OF THE 6th P.M., RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18
 S. 00°56'50" W. 617.66 FEET; THENCE
 N. 89°03'10" W. 807.23 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF A TRIBUTARY OF SWEDE CREEK AND COUNTY ROAD A-86, A PUBLIC ROAD IN RILEY COUNTY KNOWN ALSO AS RC-897 AND ROSE HILL ROAD; THENCE ALONG THE CENTER OF SAID COUNTY ROAD A-86, BEING THE WEST LINE OF A TRACT OF LAND CONVEYED TO WILLIAM MERLE SHILLING AS DESCRIBED ON PAGE 654 IN BOOK 441 IN THE RILEY COUNTY REGISTER OF DEEDS
 S. 17°29'43" E. 252.40 FEET (AS DESCRIBED: S. 18°10' E.); THENCE CONTINUING ALONG THE CENTER OF SAID COUNTY ROAD A-86 AND THE WEST LINE OF SAID SHILLING TRACT
 S. 09°14'43" E. 65.13 FEET; THENCE
 N. 80°45'17" E. 37.03 FEET; THENCE
 N. 08°02'55" W. 157.07 FEET; THENCE
 N. 11°08'10" W. 58.84 FEET; THENCE
 N. 16°57'12" W. 58.84 FEET; THENCE
 N. 69°29'24" E. 54.61 FEET; THENCE
 N. 19°55'14" W. 30.90 FEET TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO ERNEST E. STONE AND JO ANN STONE AS DESCRIBED ON PAGE 469 IN BOOK 390 AT THE RILEY COUNTY REGISTER OF DEEDS; THENCE ALONG THE SOUTH LINE OF SAID STONE TRACT
 S. 80°37'03" W. 114.52 FEET (AS DESCRIBED: S. 80°24' W.) TO THE POINT OF BEGINNING, CONTAINING 0.41 ACRES (INCLUDES 0.15 ACRES OF EXISTING ROAD RIGHT OF WAY, 0.19 ACRES OF PROPOSED PERMANENT RIGHT OF WAY, AND 0.07 ACRES OF TEMPORARY CONSTRUCTION EASEMENT)

Attachment: Shilling Easement Agreements (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

2/2 Temp Esmnt

SAID TEMPORARY EASEMENT, HEREBY GRANTED AND RIGHTS HEREIN SET FORTH to continue so long as said property is used for the construction of, or in connection therewith, said project subject to all the provisions of the law relating thereto.

THIS AGREEMENT, will become binding only after both Parties have signed this document.

IN WITNESS WHEREOF: The Said Parties have hereunto subscribed their names.

Party of the First Part

Dated: January 15, 2021

William Merle Shilling
William Merle Shilling

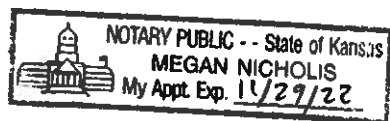
STATE OF Kansas)
COUNTY OF Douglas) SS

BE IT REMEMBERED, That on this 15 day of Jan, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came William Merle Shilling, who is personally known to me to be the same person, who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My appointment expires: 11/29/22

[Signature]
NOTARY PUBLIC



Party of the Second Part

Dated: _____

Chairman, Riley County
Board of Commissioners

Attachment: Shilling Easement Agreements (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

GRANT OF PERMANENT EASEMENT

This agreement, made this 3 day of Feb, 2021, by and between, Jo Ann Stone, hereinafter called Party of the First Part; and the BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS, Party of the Second Part.

WITNESSETH: That WHEREAS, it has been found necessary by the Second Party to lay out, relocate, widen, or alter the public road known as:

Rosehill Road

NOW, THEREFORE, in consideration of the sum of:

Compensation for Permanent Easement (0.16 ac. at \$2,500/ac.) = \$400.00

Compensation for Temporary Construction Easement (0.06 ac. @ \$200/ac.)(\$100 min.) = \$100.00

Total Compensation = \$500.00

The party of the First Part does HEREBY AGREE TO GRANT, to the party of the Second Part, PERMANENT EASEMENTS, solely for the purpose of constructing a road and/or Bridge Project, described as follows:

PERMANENT ROAD RIGHT-OF-WAY EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST OF THE 6th P.M., RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18

S. 00°56'50" W. 617.66 FEET; THENCE

N. 89°03'10" W. 807.23 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF A TRIBUTARY OF SWEDE CREEK AND COUNTY ROAD A-86, A PUBLIC ROAD IN RILEY COUNTY KNOWN ALSO AS RC-897 AND ROSE HILL ROAD; THENCE ALONG THE CENTER OF SAID COUNTY ROAD A-86, BEING THE WEST LINE OF A TRACT OF LAND CONVEYED TO ERNEST E. STONE AND JO ANN STONE AS DESCRIBED ON PAGE 469 IN BOOK 390 AT THE RILEY COUNTY REGISTER OF DEEDS

N. 17°29'43" W. 233.19 FEET (AS DESCRIBED: N. 18°35' W.); THENCE

N. 72°14'28" E. 32.58 FEET; THENCE

S. 25°40'42" E. 200.61 FEET; THENCE

S. 19°57'24" E. 43.80 FEET TO THE NORTH LINE OF A TRACT OF LAND CONVEYED TO WILLIAM MERLE SHILLING AS DESCRIBED ON PAGE 654 IN BOOK 441 IN THE RILEY COUNTY REGISTER OF DEEDS; THENCE ALONG THE NORTH LINE OF SAID SHILLING TRACT

S. 80°37'03" W. 63.65 FEET (AS DESCRIBED: S. 80°24' W.) TO THE POINT OF BEGINNING, CONTAINING 0.27 ACRES (INCLUDES 0.11 ACRES OF EXISTING ROAD RIGHT OF WAY AND 0.16 ACRES OF NEW PERMANENT RIGHT OF WAY)

Attachment: Stone Perm Easement Agreement (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

2/2 Perm Esmnt

SAID PERMANENT RIGHT OF WAY EASEMENT, HEREBY GRANTED AND RIGHTS HEREIN SET FORTH to continue so long as said property is used as a Public Road Right of Way, or in connection therewith, subject to all the provisions of the law relating thereto.

THIS AGREEMENT will become binding only after both Parties have signed this document.

IN WITNESS WHEREOF: The Said Parties have hereunto subscribed their names.

Party of the First Part

Dated: Feb 3, 2021

Jo Ann Stone
Jo Ann Stone

STATE OF Kansas)
COUNTY OF Marshall) SS

BE IT REMEMBERED, That on this 3rd day of February, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jo Ann Stone, who is personally known to me to be the same person, who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My appointment expires: Nov 5, 2022



Danielle D. Jones
NOTARY PUBLIC

Party of the Second Part

Dated: _____

Chairman, Riley County
Board of Commissioners

Attachment: Stone Perm Easement Agreement (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

TEMPORARY CONSTRUCTION EASEMENT

This agreement, made and entered into this 04 day of Feb, 2021, by and between Jo Ann Stone, hereinafter called Party of the First Part; and the BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS, Party of the Second Part.

WITNESSETH: That WHEREAS, it has been found necessary by the Second Party to lay out, relocate, widen, or alter a certain public road known as:

Rosehill Road

NOW, THEREFORE, in consideration of the sum of:

Compensation for Permanent Easement (0.16 ac. at \$2,500/ac.) = \$400.00

Compensation for Temporary Construction Easement (0.06 ac. @ \$200/ac.)(\$100 min.) = \$100.00

Total Compensation = \$500.00

The party of the First Part does HEREBY AGREE TO GRANT, to the party of the Second Part, TEMPORARY EASEMENTS, solely for the purpose of constructing a road and/or Bridge Project, described as follows:

TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST OF THE 6th P.M., RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18

S. 00°56'50" W. 617.66 FEET; THENCE

N. 89°03'10" W. 807.23 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF A TRIBUTARY OF SWEDE CREEK AND COUNTY ROAD A-86, A PUBLIC ROAD IN RILEY COUNTY KNOWN ALSO AS RC-897 AND ROSE HILL ROAD; THENCE ALONG THE CENTER OF SAID COUNTY ROAD A-86, BEING THE WEST LINE OF A TRACT OF LAND CONVEYED TO ERNEST E. STONE AND JO ANN STONE AS DESCRIBED ON PAGE 469 IN BOOK 390 AT THE RILEY COUNTY REGISTER OF DEEDS

N. 17°29'43" W. 32.15 FEET (AS DESCRIBED: N. 18°35' W.); THENCE

N. 70°02'36" E. 111.19 FEET; THENCE

S. 19°57'34" E. 53.13 FEET TO THE NORTH LINE OF A TRACT OF LAND CONVEYED TO WILLIAM MERLE SHILLING AS DESCRIBED ON PAGE 654 IN BOOK 441 AT THE RILEY COUNTY REGISTER OF DEEDS; THENCE ALONG THE NORTH LINE OF SAID SHILLING TRACT

S. 80°37'03" W. 114.52 FEET (AS DESCRIBED: S. 80°24' W.) TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES (INCLUDES 0.01 ACRES OF EXISTING ROAD RIGHT OF WAY, 0.04 ACRES OF PROPOSED PERMANENT RIGHT OF WAY, AND 0.06 ACRES OF TEMPORARY CONSTRUCTION EASEMENT)

Attachment: Stone Temp Easmt Agreement (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

2/2 Temp Esmnt

SAID TEMPORARY EASEMENT, HEREBY GRANTED AND RIGHTS HEREIN SET FORTH to continue so long as said property is used for the construction of, or in connection therewith, said project subject to all the provisions of the law relating thereto.

THIS AGREEMENT, will become binding only after both Parties have signed this document.

IN WITNESS WHEREOF: The Said Parties have hereunto subscribed their names.

Party of the First Part

Dated: Feb 4, 2021

Jo Ann Stone
Jo Ann Stone

STATE OF Kansas)
COUNTY OF Marshall) SS

BE IT REMEMBERED, That on this 4th day of February, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jo Ann Stone, who is personally known to me to be the same person, who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My appointment expires Nov 5, 2022

Danielle P. Jones
NOTARY PUBLIC



Party of the Second Part

Dated: _____

Chairman, Riley County
Board of Commissioners

Attachment: Stone Temp Easmt Agreement (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

GRANT OF PERMANENT EASEMENT

This agreement, made this _____ day of _____, 20____, by and between, Ivan L. Wienck and Irene A. Wienck, Trustees of the Ivan L. Wienck and Irene A. Wienck Trust, hereinafter called Party of the First Part; and the BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS, Party of the Second Part.

WITNESSETH: That WHEREAS, it has been found necessary by the Second Party to lay out, relocate, widen, or alter the public road known as:

Rosehill Road

NOW, THEREFORE, in consideration of the sum of:

Compensation for Permanent Easement (0.09 ac. at \$2,500/ac.) = \$225.00
Total Compensation = \$225.00

The party of the First Part does HEREBY AGREE TO GRANT, to the party of the Second Part, PERMANENT EASEMENTS, solely for the purpose of constructing a road and/or Bridge Project, described as follows:

PERMANENT ROAD RIGHT-OF-WAY EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 7 EAST OF THE 6th P.M., RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18

S. 00°56'50" W. 617.66 FEET; THENCE

N. 89°03'10" W. 807.23 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF A TRIBUTARY OF SWEDE CREEK AND COUNTY ROAD A-86, A PUBLIC ROAD IN RILEY COUNTY KNOWN ALSO AS RC-897 AND ROSE HILL ROAD; THENCE ALONG THE CENTER OF SAID COUNTY ROAD A-86, BEING THE EAST LINE OF A TRACT OF LAND CONVEYED TO IVAN L. WIENCK AND IRENE A. WIENCK, TRUSTEES OF THE IVAN L. WEINCK AND IRENE A. WIENCK TRUST dated THE 8TH DAY OF MARCH 2019 AS DESCRIBED ON PAGE 1921 IN BOOK 876 (TRACT 2) AT THE RILEY COUNTY REGISTER OF DEEDS

N. 17°29'43" W. 231.47 FEET (AS DESCRIBED: N. 18°35' W.); THENCE

S. 72°30'17" W. 20.00 FEET; THENCE

S. 07°53'50" E. 178.95 FEET; THENCE

S. 19°57'24" E. 17.56 FEET TO THE NORTH LINE OF A TRACT OF LAND CONVEYED TO ROBERT J. COWAN AND RICHARD J. MCINTYRE AS DESCRIBED ON PAGE 6716 IN BOOK 826 AT THE RILEY COUNTY REGISTER OF DEEDS; THENCE ALONG THE NORTH LINE OF SAID COWAN AND MCINTYRE TRACT S. 64°47'59" E. 53.17 FEET; THENCE CONTINUING ALONG THE NORTH LINE OF SAID COWAN AND MCINTYRE TRACT

S. 80°37'03" E. 10.10 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 ACRES (INCLUDES 0.10 ACRES OF EXISTING ROAD RIGHT OF WAY AND 0.09 ACRES OF NEW PERMANENT RIGHT OF WAY)

Attachment: Wienck Perm Easement Agreement (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)

2/2 Perm Esmnt

SAID PERMANENT RIGHT OF WAY EASEMENT, HEREBY GRANTED AND RIGHTS HEREIN SET FORTH to continue so long as said property is used as a Public Road Right of Way, or in connection therewith, subject to all the provisions of the law relating thereto.

THIS AGREEMENT will become binding only after both Parties have signed this document.

IN WITNESS WHEREOF: The Said Parties have hereunto subscribed their names.

Party of the First Part

Dated: 1-16-21

Ivan L. Wienck, Trustee Irene A. Wienck, Trustee
Ivan L. Wienck and Irene A. Wienck Trust

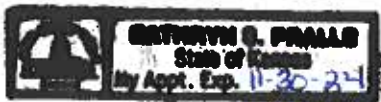
STATE OF Kansas) SS
COUNTY OF Washington

BE IT REMEMBERED, That on this 16th day of Jan, 20 21 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ivan L. Wienck and Irene A. Wienck, Trustees of the Ivan L. Wienck and Irene A. Wienck Trust, who are personally known to me to be the same persons, who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My appointment expires: 11-30-2024

Ruthann S. Pralle
NOTARY PUBLIC



Party of the Second Part

Dated: _____

Chairman, Riley County
Board of Commissioners

Attachment: Wienk Perm Easement Agreement (10553 : Rose Hill Rd. Bridge Replacement Project- Easements)



PUBLIC WORKS
Project

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

COMMISSION AGENDA REPORT

FROM: Gary Rosewicz, Assistant Public Works Director

MEETING: February 11, 2021

SUBJECT: West 32nd Avenue Bridge replacement Project- AT&T Utility Agreement

PRESENTER: Gary Rosewicz, Assistant Public Works Director

Attached for your approval is the agreement with AT&T to relocate any of their facilities which would be in conflict with the construction of the West 32nd Avenue Bridge Replacement. There will be no cost to Riley County.

Staff recommends approval.

POSSIBLE MOTION(S)

Move to approve the utility relocation agreement with AT&T.

Enclosures:

- AT&T Utility Agreement (PDF)

Riley County, Kansas
Project West 32nd Avenue Bridge Replacement

**AN AGREEMENT relative to performing certain
 Work and/or the occupancy of the County's
 Highway Right of Way by the facilities
 of a Utility**

THIS AGREEMENT, made and entered into by and between AT&T, hereinafter referred to as the Company, and Riley County, hereinafter referred to as the County.

WHEREAS: The County intends to improve a portion of West 32nd Ave. Bridge
 Described as follows:
The removal and replacement of the existing bridge as described in the plans and

WHEREAS: It will be necessary to adjust the Company's facilities located within or adjacent to the improvement in order to perform the work, and

WHEREAS: Kansas Statutes, K.S.A. 17-1901 and case law provide that certain facilities may occupy space on the County's right of way,

NOW, THEREFORE, BE IT AGREED:

1. That the Company will maintain, adjust or construct its facilities which are to occupy highway right of way as shown by plans for the above numbered project in conformance with the following provisions and/or as shown by the plan and description attached hereto and made a part of this agreement

Adjustment of Utilities, if required, to clear construction limits.

2. That the cost of the alterations, if any, shall be paid for as follows:

By Company, if on Public Right of Way
By County, if on Private Right of Way

3. That the construction or alterations of the Company's facilities, if any, shall be completed within **80 days** after the County furnishes to the Company the information indicated in Items 6 and 7 of this agreement and notifies the Company in writing that the right of way has been acquired and any necessary alterations may proceed.
4. That the Company will maintain its facilities in a manner according to law.

5. That in the event future highway improvements necessitate the removal or adjustment of said facilities now located on highway right of way and/or such facilities relocated on newly acquired right of way for the construction of this project, the Company will, upon lawful request of the County, make such adjustments as are reasonably required to accommodate any future highway improvement at no cost to the County. This provision will not apply to locations where the facilities are not located on highway right of way.
6. That the County will furnish the Company copies of the plans for this project.
7. That the County will provide alignment points for the use of the Company in locating its facilities.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement in triplicate on this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS

Commission Chair

By: AT&T Company
SHAWN EASIM
OSP-ENGINEER
Title

Address:

220 SE 6th Ave, Ste 236
TOPEKA, KS 66603

Recommended for Approval:


County Engineer

 2/5/21

ATTEST:

County Clerk

2 Originals to County
Copy to Company



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager

MEETING: February 11, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-01 S Rose Health Educator (green) (PDF)
- 2021-01 N Jankovich - PT EMT (green) (PDF)
- 2021-01 J Antrim - PT EMT (green) (PDF)
- 2021-01 Okonkwo - PT EMT (green) (PDF)
- 2021-01 A Antrim - PT EMT (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date	2/2/2021
☒ Change		Employee #	

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

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

Rose	Shanika		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Health Educator	HD	0400
Position Title	Department	Fund

2/9/21	☒	☐		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

0	01	\$	☐ Hour	\$1823.20	^{every} pay period ☒ Month	☒ 40	☐
Grade/Step				Pay Rate		Hours Per Workweek	

Comments:

Promotion

Approvals:

Department:

Date:

Personnel:

BOCC:

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date	1/20/2021
☒ Change		Employee #	

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

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

Jankovich	Nick		
-----------	------	--	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

PT EMT-Paramedic	EMS	001-020
------------------	-----	---------

Position Title Department Fund

7/21/20	☐	☒		☒ Yes	☐ No
---------	--------------------------	-------------------------------------	--	---	-----------------------------

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

EMT	01	\$13.54	☒ Hour	\$	☐ Month	☐ 40	☒ 36
-----	----	---------	--	----	--------------------------------	-----------------------------	--

Grade/Step Pay Rate Hours Per Workweek

Comments:

last day of work was 7/21/20 - HR received notification/resignation 1/19/21

Approvals:

Department: DAVID ADAMS Date: 1-23-2021

Personnel: [Signature] 2/5/21

BOCC:

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date	1/20/2021
☒ Change		Employee #	

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

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

Antrim	Jade		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

PT EMT-Paramedic	EMS	001-020
Position Title	Department	Fund

3/19/20	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
Effective Date			Ending Date For Temporary	Is this a budgeted position?	

EMT	01	\$13.54	☒ Hour	\$	☐ Month	☐ 40	☒ 36
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

last day of work was 3/19/20 - HR received notification/resignation 1/19/21

Approvals:

Department: DAVID RADAS Date: 1-23-2021Personnel: Emm Arwa 2/5/21

BOCC:

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date 1/20/2021
☒ Change		Employee #

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

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

Okonkwo	Onyedikachukwu		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

PT EMT-Paramedic	EMS	001-020
Position Title	Department	Fund

9/21/2018	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
Effective Date			Ending Date For Temporary	Is this a budgeted position?	

EMT	01	\$16.25	☒ Hour	\$	☐ Month	☐ 40	☒ 36
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

last day of work was 9/21/2018 - HR received notification/resignation 1/19/21

Approvals:

Department: David A. Adams Date: 1-23-2021Personnel: Curran 2/5/21

BOCC:

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date	02/01/2021
☒ Change		Employee #	

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

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

Antrim	Ann		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

PT EMT-Paramedic	EMS	001-020
Position Title	Department	Fund

01/19/20	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
Effective Date			Ending Date For Temporary	Is this a budgeted position?	

EMT	03	\$17.41	☒ Hour	\$	☐ Month	☐ 40	☒ 36
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

Approvals:

Department:

Date: 2-3-2021

Personnel:

2/5/21

BOCC:

Chairman:

Member:

Member:

Joint City/County/County Meeting: (at county offices February 18th)

Topics for Agenda:

Food and Farm Council update – Vickie James, Council Coordinator; Sharolyn Jackson, Council Chair; and Andrea DeJesus, Council Member

Attachment: topic form (9905 : Joint City/County/County Agenda Meeting Information)



COUNTY CLERK & ELECTIONS
Meeting information

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

MEMORANDUM

FROM: Rich Vargo, County Clerk

MEETING: February 11, 2021

SUBJECT: Discuss Intergovernmental Luncheon

PRESENTER: Rich Vargo, County Clerk

Enclosures:

- attendees and topics for agenda form (DOC)

Virtual Intergovernmental Luncheon: February 22nd

Topics for Agenda:	Lunch attendees:
1. Dark Story Theory Arrives in Riley County: The Home Depot Case – Clancy Holeman, Counselor/Director of Administrative Services and Greg McHenry, Appraiser	John Ford –
	Greg McKinley –
	Kathryn Focke –
	Rich Vargo –
	Clancy Holeman –
Topics for an Intergovernmental Luncheon: 2020 Census update – Emily Kelley, 2020 Census Regional Coordinator	

Attachment: attendees and topics for agenda form (9927 : Intergovernmental Luncheon Meeting Information)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
February 18, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Bob Isaac, Planner

1. Public hearing to rezone Lots 1, 2, & 3 of Eureka Valley Addition Unit 1

9:15 AM

Gary Rosewicz, Assistant County Engineer

2. Bid opening for firing range waterline

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:50 AM

John Ellermann, Public Works Director/County Engineer

4. Bid opening for a forklift

10:00 AM

Gary Fike, County Extension Director

5. Staff update

10:15 AM

Dennis Butler, RCPD Director

6. RCPD update

10:30 AM

Russel Stukey, Emergency Management Director

Attachment: 02-18-21 tentative agenda (10423 : Tentative Agenda)

7. Staff update

10:45 AM Amy Manges, Register of Deeds

8. Staff update

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

Adjournment

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

Attachment: 02-18-21 tentative agenda (10423 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
February 22, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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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

Robbin Cole, Pawnee Mental Health Services Director

1. Pawnee Mental Health Services update

9:30 AM

Press Conference

10:00 AM

Break

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

2. Administrative Work Session

12:00 PM

Intergovernmental Luncheon

Adjournment

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

Attachment: 02-22-21 tentative agenda (10423 : 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

COMMISSION AGENDA REPORT

FROM: Jana Chingway, Administrative Assistant II

MEETING: February 11, 2021

SUBJECT: Contract for 2021 Tax Sale Attorney's Fees

PRESENTER: Craig Cox, Deputy County Counselor

BACKGROUND

Tax foreclosure statutes require the court to appoint an attorney for minors and active military tax payers. This attorney provides a service that is essential for a successful tax foreclosure case. Craig Olsen will represent any tax payer who is in active military service and minor heirs of any deceased tax payer. Additionally, he will conduct an independent investigation to attempt contacting those tax payers with no known address. This investigation, along with our office's separate investigation, guarantee that every reasonable effort has been made to locate the tax payer.

The minor and active military service representation is budgeted for \$750.00 (5 hours at \$150.00 per hour).

POSSIBLE MOTION(S)

Move to approve Contract for Attorney's fees as submitted.

Move to deny Contract for Attorney's fees as submitted.

Move to approve Contract for Attorney's fees after the following changes have been made....

Enclosures:

- GAL & Military Attorney Contract (PDF)

CONTRACT FOR ATTORNEY'S FEES

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the Board of County Commissioners of Riley County, Kansas, hereinafter referred to as "County" and attorney Craig N. Olsen, Morrison, Frost, Olsen, Irvine & Scharzt, LLP, Manhattan, Riley County, Kansas, hereinafter referred to as "Attorney."

WITNESSETH, that for the consideration, hereinafter mentioned, to be paid by the County to the Attorney and the services to be provided the County by the Attorney, the parties have mutually agreed as follows:

ARTICLE 1. Attorney agrees to perform guardian ad litem representation for defendants who are minors, incompetent persons or are otherwise under legal disability; and further agrees to provide representation for defendants who are now or have been in the military service of the United States of America as defined by the Service Members Civil Relief Act, as such services are required in the County's tax foreclosure case entitled Board of Commissioners of Riley County, Kansas v. Lela Brown, n.k.a. Lela Pride, et al., Riley County Case Number RL2021 CV 000005.

ARTICLE 2. For Attorney's Guardian Ad Litem and Service Members Civil Relief representation, the County shall pay the Attorney \$750.00 attorney's fees which is calculated at 5 hours of representation at \$150.00 per hour. If Attorney's representation exceeds 4 hours, Attorney may request additional fees from the Board of County Commissioners upon presentation of an itemized time record.

IN WITNESS WHEREOF, the County and Attorney, respectively have caused this contract to be duly executed, the day and year first herein written; copies of which, for all intents and purposes, shall be considered the original.

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

John Ford, Chairman

Greg McKinley, Vice Chairman

Kathryn G. Focke, Member

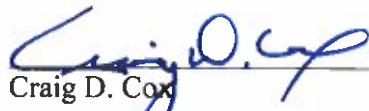
ATTEST:

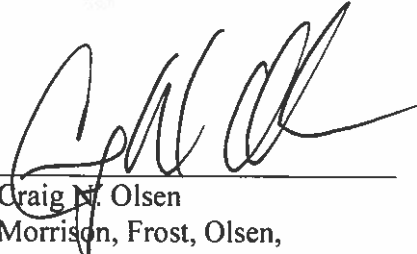
Rich Vargo, County Clerk

(SEAL)

Attachment: GAL & Military Attorney Contract (10554 : Contract for 2021 Tax Sale Attorney Fees)

Approved as to form:


Craig D. Cox
Deputy Riley County Counselor

By: 
Craig M. Olsen
Morrison, Frost, Olsen,
Irvine & Schartz, LLP
323 Poyntz Ave., Suite 204
Manhattan, KS 66502

Attachment: GAL & Military Attorney Contract (10554 : Contract for 2021 Tax Sale Attorney Fees)



COUNTY CLERK & ELECTIONS
Budget

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

MEMORANDUM

FROM: Tami Robison, Budget & Finance Officer

MEETING: February 11, 2021

SUBJECT: Monthly Cash Flow Reports for January 2021

PRESENTER: Tami Robison, Budget & Finance Officer

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

Enclosures:

- cash flow reports2 2021 (PDF)

2021 Riley County CIP Cash Flow Analysis

% of Year: 8.33%

Month	Revenue	Transfers In	Reimbursements	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	2,588	3,716,027		3,718,615	186,717			186,717
Feb				-				-
Mar				-				-
Apr				-				-
May				-				-
Jun				-				-
Jul				-				-
Aug				-				-
Sep				-				-
Oct				-				-
Nov				-				-
Dec				-				-
Totals	\$2,588	\$3,716,027	\$0	\$3,718,615	\$186,717	\$0	\$0	\$186,717

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$5,633,113
2021 Revenue	\$3,718,615
Less 2021 Expenditures/Encumbrances	\$186,717
2021 Ending Unencumbered Cash	<u>\$9,165,011</u>
Less Remaining Approved Projects	\$2,302,682
Less Reserves	\$1,187,201
2021 Unreserved Cash	<u><u>\$5,675,128</u></u>

Reserved Funds:	
CIP Reserve	\$500,000
Fair Reserve	\$83,843
Radio Int Reserve	\$105,335
FFE Reserve	\$438,911
Hardware Refresh	<u>\$59,112</u>
Total Reserves	\$1,187,201

Riley County 2021 Amended Budget Authority Summary			
2021 Budgeted Expenditures	\$9,070,167	% Budget Expended	
Expenditures to Date	\$186,717		2.06%
2021 Remaining Budget Authority	\$8,883,450		
Riley County 2021 Amended Budgeted Revenue			
2021 Budgeted Revenue	\$3,857,265	% Budgeted Revenue	
Revenue to Date	\$3,718,615		96.41%

Attachment: cash flow reports2 2021 (10537 : Monthly Cash Flow Reports)

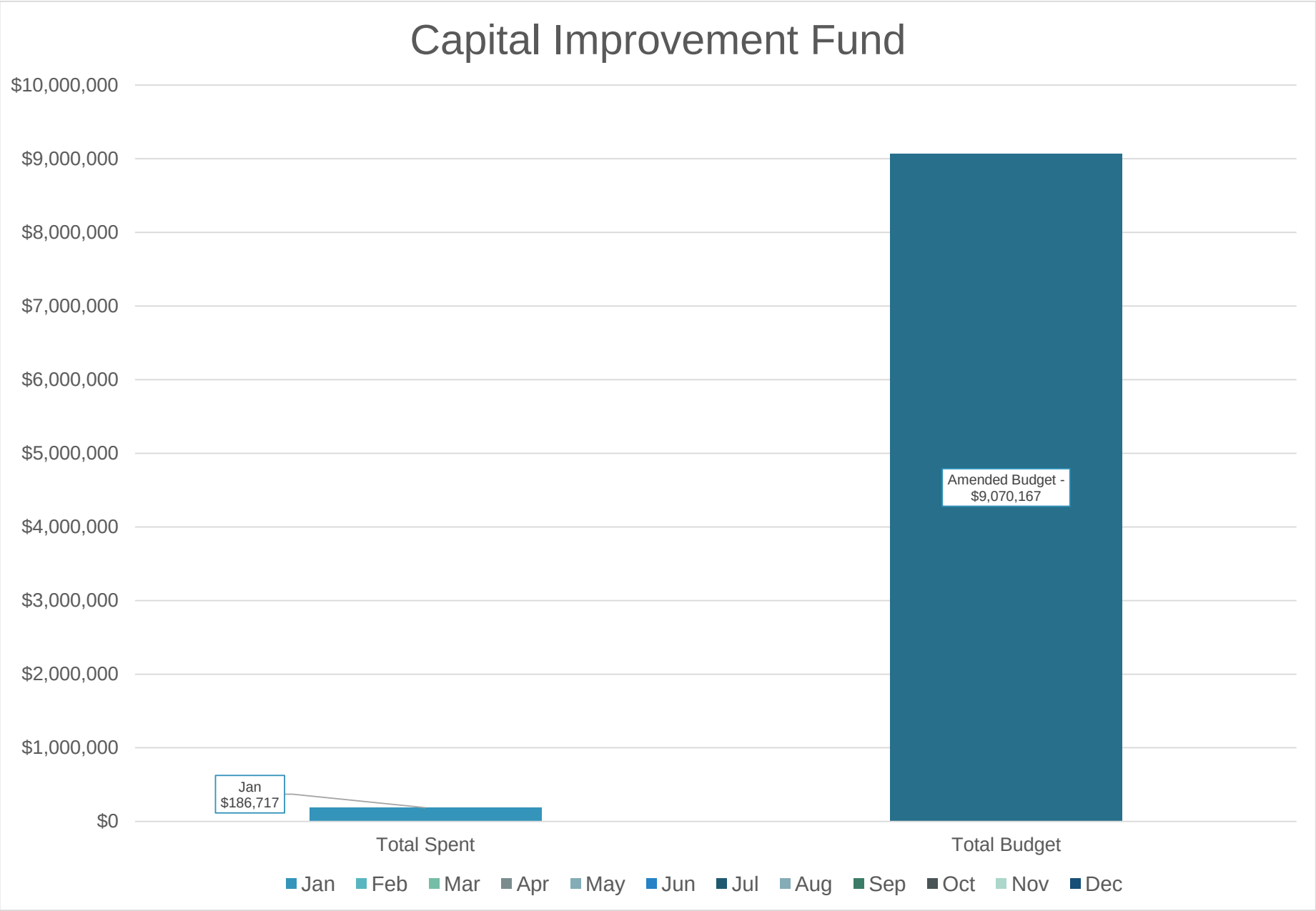
2021 CIP Detailed Expenditures per Project and per Dept

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	2021 Actual Expenditures/ Encumbrances/ Reserve	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
PUBLIC WORKS:							
13-13PW005		Design cost for 2 culverts	35,000.00	16,100.00		18,900.00	
16-16PK003	71	Parking lot for CICO Playground	18,000.00	7,078.29		10,921.71	
18-18PK003		Playground Equipment at CICO Park + (PK trx-\$75,000)	225,000.00	0.00		225,000.00	
18-18PW012	27	Fairgrounds ADA Walkway	170,000.00	104,648.05		65,351.95	
19-19PW008		1 1/2T Truck w/Utility Bed	100,000.00	46,725.00		53,275.00	
19-19PW014		Winkler Bridge Deck-FFE	\$250,000.00	\$0.00		250,000.00	
19-19LEC004	98	RCPD Firing Range	2,150,000.00	2,147,269.63	325.00	2,405.37	
20-20PW003		Tandem Axle Truck w/Plow & Spreader	\$200,000.00	0		200,000	
20-20PW004		1 Ton Truck w/Utility Bed	\$55,000.00	0		55,000	
20-20PW005		Equipment Storage Shed Leonardville	\$35,000.00	0		35,000	
20-20PW006		AWS Telehandler w/Attachments	\$120,000.00	0		120,000	
20-20PW007		Forklift	\$60,000.00	0		60,000	
20-20PW008		3/4T 4x4 Ext. Cab Pickup	\$33,000.00	0		33,000	
20-20PW009		Power Broom	\$45,000.00	0		45,000	
20-20PW010	509	Welsh Road Asphalt Overlay	\$243,640.58	233,509		10,131	
20-20LEC001		Replace 1 Roof Top HVAC Unit	\$15,000.00	14,500		500	
20-20LEC002		Replace Air Regulators on 1/2 Jail Doors	\$30,000.00			30,000	
20-20LEC003		Rewire Elevator Safety Systems	\$40,000.00			40,000	
20-20PK004		CICO Parking Lot Engineering	\$10,000.00	0		10,000	
20-20PK005		Wildcat Park Bridge Replacement	\$100,000.00	0		100,000	
20-20PK006		Ogden Park Restroom Phase Two (trx from PW 2021)	\$3,750.28	0		3,750	
PUBLIC WORKS TOTAL			3,938,390.86	2,569,830.09	325.00	1,368,235.77	-
EMERGENCY MEDICAL SERVICE							
13-13AM001	302	Design of the EMS Facility Enhancement	100,000.00	25,770.00		74,230.00	
20-20AM002	302	800 MHz Radios	195,226.00	176,100.09		19,125.91	
20-20AM003	302	EMS Facility Engineering Design Cost	50,000	0		50,000	
20-20AM004	302	Zoll "X" Series Cardiac Monitor	40,000	0		40,000	
EMS TOTAL			385,226.00	201,870.09	0.00	183,355.91	-
ATTORNEY							
19-19AT001	760	Odyssey Software System	280,000.00	187,412.00		92,588.00	
ATTORNEY TOTAL			280,000.00	187,412.00	0.00	92,588.00	-
PLANNING & DEVELOPMENT							
18-18PD001		MOU-Flood Modeling/Training/Research/Software	62,500.00	39,856.60		22,643.40	
21-21PD001		Truck Replacement	25,000.00	0.00		25,000.00	
PLANNING & DEVELOPMENT TOTAL			87,500.00	39,856.60	0.00	47,643.40	0.00
NOXIOUS WEED							
20-20NW001		1 1/2T 4x4 Spray Truck	40,000	0		40,000	
NOXIOUS WEED TOTAL			40,000.00	0.00	0.00	40,000.00	-
EMERGENCY MANAGEMENT							
16-16EM002		Standby/Backup Generator Pottorf Hall	40,000.00	0.00		40,000.00	
20-20EM003		River Gauges	\$2,985.00	0.00		2,985.00	
20-20EM004		1/2 SUV 4x4	\$20,000.00	0.00		20,000.00	
20-20EM005		Bi-directional amplifiers (radio project)	\$35,000.00	8,982.43		26,017.57	
EMERGENCY MANAGEMENT TOTAL			97,985.00	8,982.43	0.00	89,002.57	-
OTHER							
13-13PW009		Motor Grader (Lease Purchase through 2023)	1,000,604.70	440,483.76		560,120.94	
18-18EM003	21	Hardware Refresh Reserve (through 2025)	1,182,221.00	591,112.00		591,109.00	
Lease pmt to 2033	21	Radio Infrastructure Project Lease (15 yr term through 2033)	6,401,938.00	853,591.78		5,548,346.22	
B&I Trx to 2025		2010-B G.O. Bond payment (15 yr term through 2025)	2,849,815.47	1,921,954.03	186,392.00	741,469.44	
OTHER TOTAL			11,434,579.17	3,807,141.57	186,392.00	7,441,045.60	-
TOTAL			16,263,681.03	6,815,092.78	186,717.00	9,261,871.25	-

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

Completed Projects

Attachment: cash flow reports2 2021 (10537 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (10537 : Monthly Cash Flow Reports)

2021 Riley County Building Cash Flow Analysis

% of Year: 8.33%

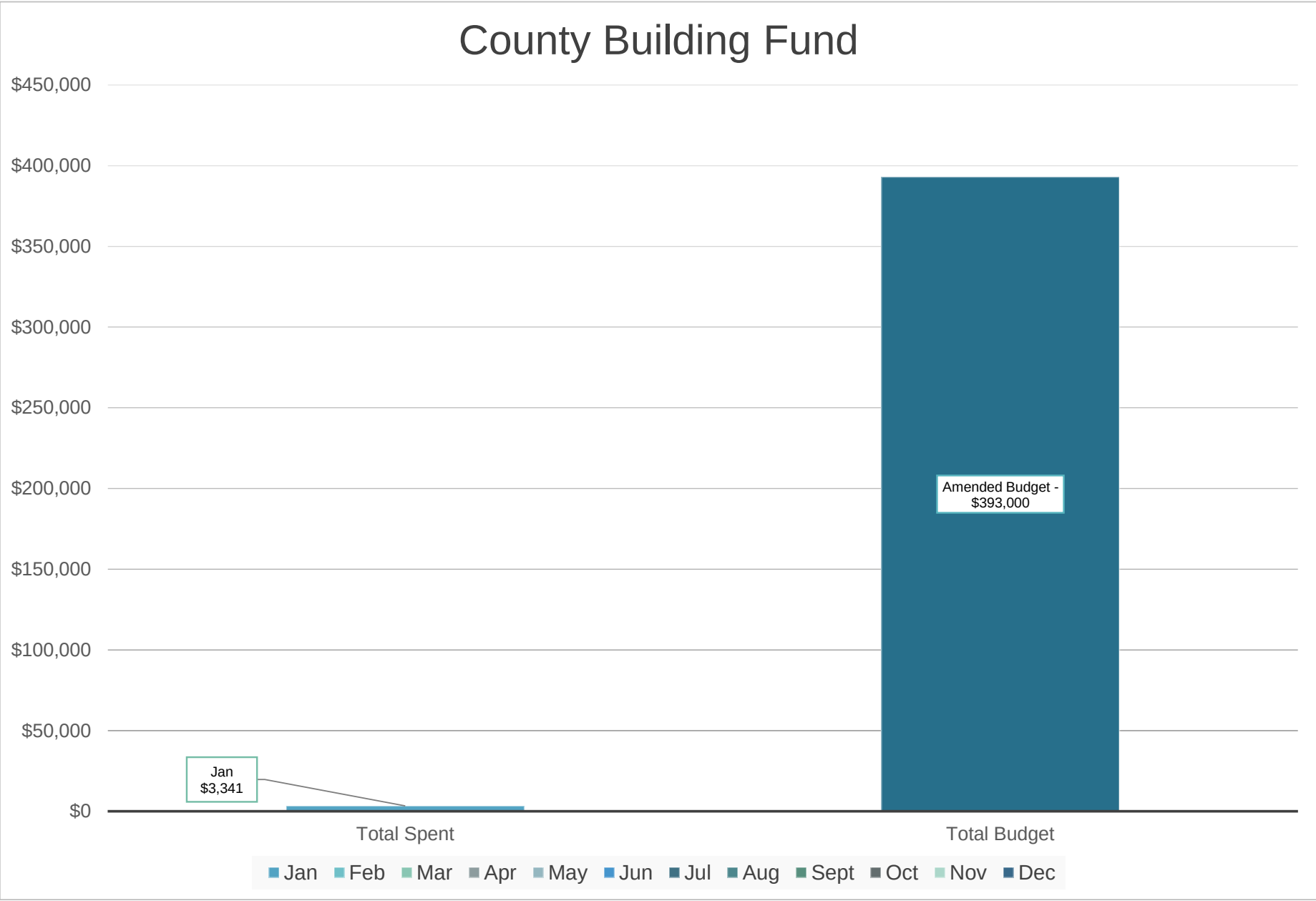
Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	189,844			189,844	3,341			3,341
Feb				-				-
Mar								-
Apr								-
May				-				-
Jun				-				-
Jul				-				-
Aug				-				-
Sep				-				-
Oct				-				-
Nov				-				-
Dec				-				-
Totals	\$189,844	\$0	\$0	\$189,844	\$3,341	\$0	\$0	\$3,341

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$22,659
2021 Revenue	\$189,844
Less 2021 Expenditures/Encumbrances	\$3,341
2021 Ending Unencumbered Cash	\$209,162

Riley County 2021 Amended Budget Authority Summary		
2021 Budgeted Expenditures	\$393,000	% Budget Expended
Expenditures to Date	\$3,341	
2021 Remaining Budget Authority	\$389,659	

Riley County 2021 Amended Budgeted Revenue		
2021 Budgeted Revenue	\$374,044	% Budgeted Revenue
Revenue to Date	\$189,844	

Attachment: cash flow reports2 2021 (10537 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (10537 : Monthly Cash Flow Reports)

2021 Riley County Economic Development Cash Flow Analysis

% of Year: 8.33%

Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	300,000			300,000	93,020			93,020
Feb	-			-				-
Mar	-			-				-
Apr	-			-				-
May	-			-				-
Jun	-			-				-
Jul	-			-				-
Aug	-			-				-
Sep	-			-				-
Oct	-			-				-
Nov	-			-				-
Dec	-			-				-
Totals	\$300,000	\$0	\$0	\$300,000	93,019.97	\$0	\$0	\$93,020

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$149,334
2021 Revenue	\$300,000
Less 2021 Expenditures/Encumbrances	\$93,020
2021 Ending Unencumbered Cash	\$356,314
Less Est. Project Balance for CY	\$350,899
2021 Projected Unencumbered Cash	\$5,415

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$401,322	% Budget Expended
Expenditures to Date	\$93,020	
2021 Remaining Budget Authority	\$308,302	

Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$300,000	% Budgeted Revenue
Revenue to Date	\$300,000	

Attachment: cash flow reports2 2021 (10537 : Monthly Cash Flow Reports)

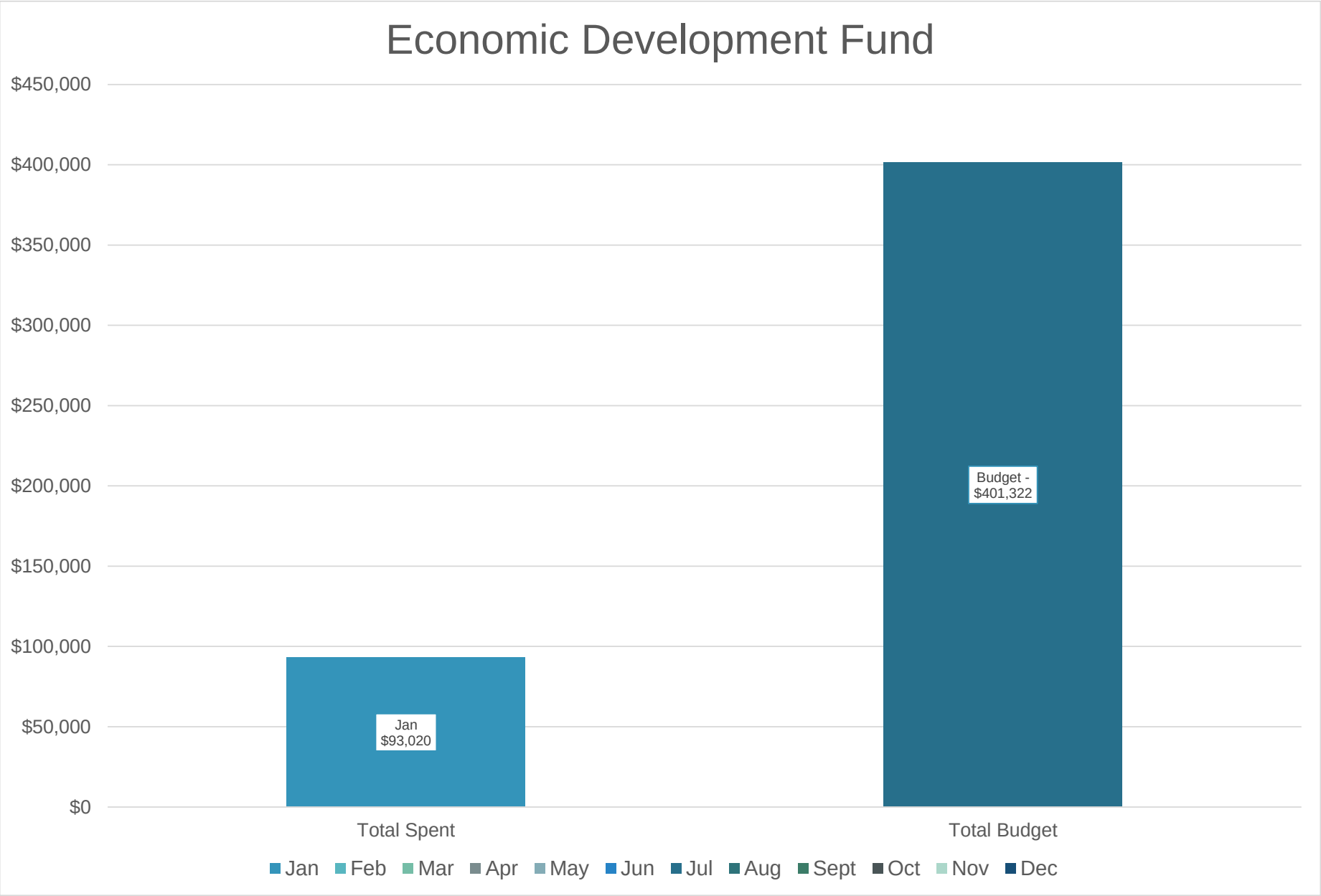
2021 Eco Devo Detailed Expenditures per Project and per Dept

Projects	Approved Project Estimate	Prior Year Expenditures	2021 Expenditures/ Encumbrances	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
APPROPRIATIONS					
Chamber of Commerce	55,000	0	27,500	27,500	
Flint Hills Veterans Coalition	1,100	0	550	550	
Downtown Manhattan	5,000	0	2,500	2,500	
Riley Co. General Eco Devo	74,190	0		74,190	
APPROPRIATION TOTALS	\$135,290	\$0	\$30,550	\$104,740	\$0
MEMBERSHIPS					
FHMPO Contribution	5,000	0	2,830	2,170	
FHRC Contribution	10,000	0	9,118	882	
MEMBERSHIP TOTALS	\$15,000	\$0	\$11,947	\$3,053	\$0
CONTRACTS					
Auto Lane Development (2024)	121,140	96,912		24,228	
K18 Ramp Contribution (10 pmts)	1,500,000	1,350,000		150,000	
CONTRACT TOTALS	\$1,621,140	\$1,446,912	\$0	\$174,228	\$0
DEBT OBLIGATION TRANSFER					
Konza Water Debt Payment Transfer	658,502	262,377	44,975	351,150	
DEBT OBLIGATION TRANSFER TOTALS	\$658,502	\$262,377	\$44,975	\$351,150	\$0
PROJECTS					
Project Study/Design/Engineer	50,000	0		50,000	
Re-write Zoning/Subdivision Regs	150,000	107,403	5,548	37,050	
PROJECT TOTALS	\$200,000	\$107,403	\$5,548	\$87,050	\$0
TOTALS	\$2,629,931	\$1,816,691	\$93,020	\$720,220	\$0

Remaining Approved Projects less lease/debt payments/reserve
(not included as these payments are subject to approval with annual budget) \$350,899

Completed Projects

Attachment: cash flow reports2 2021 (10537 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (10537 : Monthly Cash Flow Reports)

2021 Riley County Sales Tax Cash Flow Analysis

% of Year: 8.33%

Month	Sales Tax Revenue	Reimbursements	KDOT	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	158,605			158,605	-			-
Feb				-				-
Mar				-				-
Apr				-				-
May				-				-
Jun				-				-
Jul				-				-
Aug				-				-
Sep				-				-
Oct				-				-
Nov				-				-
Dec				-				-
Totals	\$158,605	\$0	\$0	\$158,605	\$0	\$0	\$0	\$0

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$4,471,895
2021 Revenue	\$158,605
Less 2021 Expenditures/Encumbrances	\$0
2021 Ending Unencumbered Cash	\$4,630,501
Remaining 2021 Projected Revenue	1,341,395
Less Est. Project Balance for CY	\$ 643,700
2021 Projected Unencumbered Cash	\$5,328,195

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$4,320,367	% Budget Expended
Expenditures to Date	\$0	
2021 Remaining Budget Authority	\$4,320,367	
Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$1,500,000	% Budgeted Revenue
Revenue to Date	\$158,605	

Attachment: cash flow reports2 2021 (10537 : Monthly Cash Flow Reports)

2021 Sales Tax Detailed Expenditures per Project and per Dept

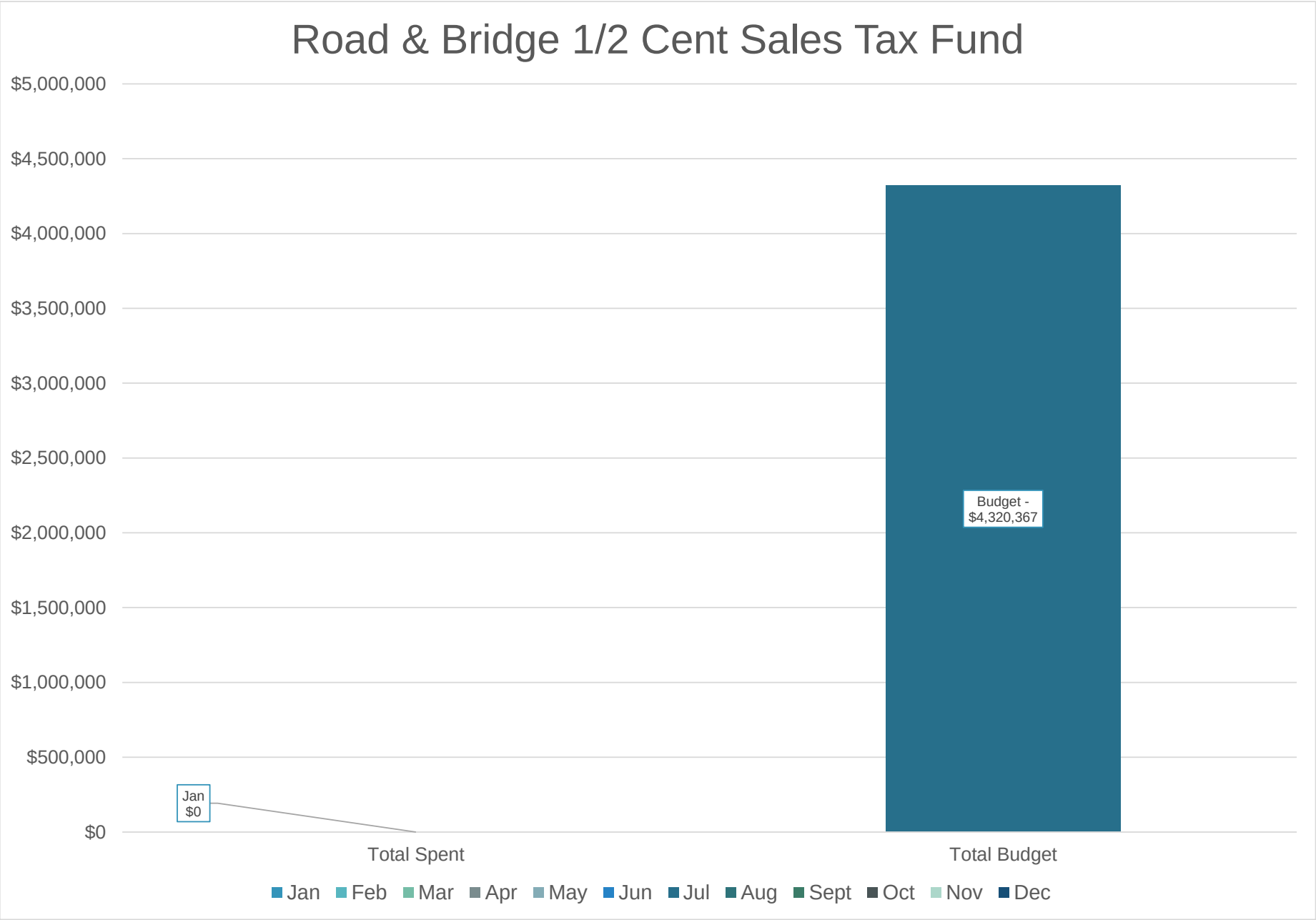
Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	2021 Expenditures/ Encumbrances	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
CULVERTS						
437	Casement Drainage Outlet Structure	298,852	298,852		0	0
442	West 54th Avenue	124,000	168,131		0	-44,131
310	Frog Holler	160,218	160,218		0	0
440	Green Randolph Road	260,819	260,819		0	0
441	N 52nd Street	139,894	139,894		0	0
451	Sherman Road	83,000	7,598		0	75,402
457	Flat Rock Road	113,500	52,345		61,155	
402	Vinton School Road	182,000	183,596		0	-1,596
458	Parallel Road	117,000	51,270		65,730	
403	Kitten Creek Road	148,000	37,341		110,659	
404	Peach Grove Road	104,000	229,115		-125,115	
452	Fancy Creek Road I.2/6.3	93,000	0		0	93,000
459	Union Road	125,000	56,605		68,395	
CULVERT TOTALS		\$1,949,282	\$1,645,783	\$0	\$180,824	\$122,675
BRIDGES						
435	West 40th Bridge	349,501	349,501		0	0
439	Daniels Drive	252,631	252,631		0	0
425	Green Randolph	1,089,402	1,092,613		0	-3,211
401	Fancy Creek F.5/5.9	1,231,800	1,162,197		0	69,603
461	Fancy Creek K.0/6.2	653,800	53,632		600,168	
443	S. 32nd Street	160,743	160,743		0	0
444	Parallel	208,990	208,990		0	0
455	Rose Hill	654,200	63,000		591,200	
447	Fancy Creek E.2/5.6	929,211	1,222,128		0	-292,917
412	Anderson Avenue	1,050,000	874,399		175,601	
449	Stockdale Park	927,400	924,119		0	3,281
456	Senn	454,500	59,650		394,850	
454	West 32nd Avenue	1,000,000	107,997		892,003	
460	Winkler Mills Bridge	1,200,000	102,516		1,097,484	
462	South Otter Bridge	75,000	49,080		25,920	
BRIDGE TOTALS		\$10,237,178	\$6,683,195	\$0	\$3,777,226	-\$223,244
RECONSTRUCTION						
448	Denison (Marlatt to City Limits)	3,951,470	3,857,457		0	94,013
431	McDowell Creek Road (north end)	3,000,000	515,848		0	2,484,152
RECONSTRUCTION TOTALS		\$6,951,470	\$4,373,305	\$0	\$0	\$2,578,165
OVERLAY						
412	Anderson Avenue	470,000	470,000		0	0
509	Welsh Road	175,000	175,466		0	-466
414	Mill Cove/W. 59th	200,000	200,000		0	0
	Tabor Valley Road	410,928	0		0	0
453	Kansas Ave/Crooked Creek	425,617	0		0	0
	Barton Road	509,418	0		0	0
438	Fancy Creek Road	450,000	450,000		0	0
450	University Park Road	259,910	175,000		0	0
	Tuttle Cove Road	512,622	0		175,000	
	Barnes/Casement Road	386,690	0		175,000	
	Scenic Drive	151,324	151,324		0	0
	4 Unidentified Overlays	800,000	175,000		625,000	
OVERLAY TOTALS		\$4,751,509	\$1,796,790	\$0	\$975,000	-\$466
TOTALS		\$23,889,440	\$14,499,074	\$0	\$4,933,051	\$2,477,130

Completed Projects

Project Estimates for 2021

	Total	Updated
Culverts-Fancy Creek/Sherman	\$ 60,000	
Rosehill Road B ridge	\$ 254,200	
Senn Road Bridge	\$ 154,500	
Overlay TBD and approved by BOCC	\$ 175,000	
TOTAL	\$ 643,700	\$ -

Attachment: cash flow reports2 2021 (10537 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (10537 : Monthly Cash Flow Reports)



HEALTH DEPARTMENT
Update

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: February 11, 2021

SUBJECT: Riley County Health Department February Update

PRESENTER: Julie Gibbs

Covid Update

Program Update
Staff Update

Enclosures:

- monthlyupdatefeb2021 (PPTX)
- 2021 budget to actual_January21 (002)(PDF)



BOCC Monthly Report February 2021

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

Attachment: monthlyupdatefeb2021 (10555 : RCHD Monthly Update)

Budget to Actual – January 2021

Revenues:

- i WIC-timing of reimbursements
- i Kansas Health Foundation-only awarded for partial year
- i FP and Immunization Fees not realized due to COVID closures
- i OPEI-timing of payments

Expenses:

- i General, State Formula and PHEP-COVID expenses
- i KHF and CDRR – funds expensed that were received in prior year (have to spend grant)
- i CCLR-Pott County not included in the approved budget, took over after budget approved
- i March of Dimes (BaM)-grant funds received in prior year but expensed in 2020



Covid Update

Numbers
countywide

Percent Positive
Declining!

Testing Update

- WellHealth
- RADX-UP Program

Vaccine information

- Finishing 65 and older
- Moving onto K-12 and
Child Care

Attachment: monthlyupdatefeb2021 (10555 : RCHD Monthly Update)



FREE Testing

WellHealth

- Monday – Saturday 9:00 – 5:30
- Saliva Tests (3-5 day turnaround)

HD

- Monday – Friday in the AM
- Call 785-323-6400 (symptomatic only)
- Nasal swab (instant turnaround)

Outside of Manhattan

- Randolph, Leonardville, Ogden
- Saliva test kits (24-48 hour turnaround)



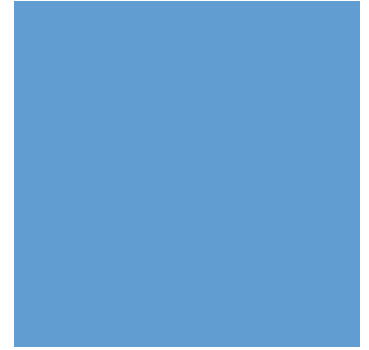
Grants

Aid to Local – now open (March 15 deadline)

- Immunization Action Plan
- Maternal and Child Health
- Public Health Emergency Preparedness
- Regional PHEP
- State Formula
- Family Planning
- Chronic Disease Risk Reduction
- Child Care Licensing



Program Updates



WIC

Physical presence waivers extended until Mid-May – continue phone appointments

Continue to be busy with new applicants; currently serving about 2500 participants

The bi-annual state evaluation went well!

MCH

Assisting with food distribution to individuals/families in isolation/quarantine

Working with the MSK to provide meals to all clients in MCH and beyond.

Clinic

Covid vaccines

Covid swabbing

Regular appointments

CCL

Continue business as usual – making visits in a safe manner

Answer questions from providers about quarantine/isolation

RR

Continue business as usual – zoom classes

All staff has been trained on the new Circle of Security training



Staff Updates

Health Educator

- Shanika Rose – started Tuesday

IRIS Coordinator

- Chelsea Manwarran – started last week

CDRR Position



Thank You!!

Healthy people in a healthy community



RILEY COUNTY HEALTH DEPARTMENT
2021 Budget to Actual Comparison of Revenues and Expenses
January 1, 2021-January 31, 2021
8.3% of year

ACTUAL REG. CASH BAL. \$823,586.18

	Total Budget	Total Actuals	General		Emergency Preparedness		WIC		Kansas Health Foundation		CDRR		KCCCF		Child Care Licensing		Family Planning		Immunization Action Plan		MCH		OPEI		Smart Start/ECBG		State Formula		March of Dimes		Wildcat Region PHEP		
Revenues			Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	
Grants	2,642,296.00	509,405.47	-	3,466.20	49,578.00	20,990.63	901,636.00	200,559.00	75,000.00	-	45,000.00	5,813.00	-	-	209,113.00	32,268.00	154,712.00	55,301.00	9,060.00	2,266.00	131,556.00	37,382.00	220,000.00	-	756,386.00	120,571.24	50,148.00	9,753.00	10,000.00	-	30,087.00	1,035.40	
Client Fees	94,750.00	5,407.25	-	-	-	-	-	-	-	-	-	-	-	-	18,000.00	4,025.00	12,000.00	486.25	35,000.00	585.00	500.00	-	-	-	-	9,250.00	311.00	-	-	-	-		
Medicaid	46,500.00	4,367.28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,000.00	1,072.72	28,000.00	3,014.83	8,500.00	255.85	-	-	-	-	1,000.00	23.88	-	-	-		
Insurance	276,500.00	16,144.61	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000.00	1,270.40	225,000.00	13,071.52	1,500.00	-	-	-	-	-	10,000.00	3,802.69	-	-	-		
Transfer from General	1,154,526.00	1,154,526.00	1,154,526.00	1,154,526.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Transfer in CARES	77,003.31	77,003.31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Miscellaneous	25,296.00	13,919.07	25,296.00	13,439.24	-	-	-	479.83	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
TOTALS	4,239,848.00	1,780,772.99	1,179,822.00	1,248,434.75	49,578.00	20,990.63	901,636.00	201,038.83	75,000.00	-	45,000.00	5,813.00	-	-	227,133.00	56,293.00	240,712.00	58,130.37	297,060.00	16,937.35	137,056.00	37,637.85	220,000.00	-	756,386.00	120,571.24	70,938.00	13,899.57	10,000.00	-	30,087.00	1,035.40	
% of Budget Received		42.00%		105.82%		42.34%		22.30%		0.00%		12.92%			24.78%		24.15%		5.70%		27.46%		0.00%		15.94%		19.73%		0.00%		3.44%		
Expenses																																	
Total Personnel	3,455,610.00	278,205.55	372,314.00	63,666.09	70,111.00	5,466.02	840,763.00	54,237.15	67,697.00	-	36,941.00	2,059.66	-	-	261,820.00	20,321.13	348,803.00	21,891.45	169,420.00	10,612.58	262,060.00	19,307.24	369,836.00	76,841.63	374,662.00	30,378.15	278,513.00	23,117.50	-	3,385.00	266.05		
Total Contract	807,445.00	69,984.31	359,390.00	4,042.04	1,025.00	921.68	23,304.00	4,531.87	2,930.00	-	8,350.00	258.67	-	-	2,177.92	13,315.00	1,802.63	25,800.00	2,420.52	6,800.00	988.46	8,560.00	4,860.79	66,270.00	2,179.06	384,746.00	30,018.16	58,500.00	16,009.26	-	14,655.00	3.25	
Total Commodities	453,497.00	4,639.80	11,500.00	34.23	-	-	17,100.00	256.00	2,351.00	-	1,100.00	141.58	-	-	2,194.50	2,825.00	59.94	58,750.00	1,452.38	254,850.00	-	5,400.00	-	3,400.00	164.43	60,325.00	186.52	13,950.00	160.22	10,000.00	-	11,946.00	-
Capitol	189,433.00	3,591.31	185,933.00	3,022.32	-	-	-	-	-	-	-	-	-	-	-	569.99	-	-	-	-	-	-	-	-	-	-	3,500.00	-	-	-	-	-	
TOTALS	4,896,190.00	356,421.97	762,937.00	70,755.58	71,136.00	6,387.70	880,667.00	58,815.02	72,978.00	-	46,391.00	2,459.91	-	-	277,960.00	22,753.69	433,353.00	25,764.35	431,060.00	11,581.04	276,020.00	24,168.03	439,506.00	29,185.12	819,733.00	60,582.83	354,463.00	39,326.98	10,000.00	-	29,986.00	269.30	
% of Budget Spent		7.26%		9.27%		8.98%		6.68%		0.00%		5.30%			8.13%		5.95%		2.69%		8.76%		6.64%		7.33%		11.09%		0.00%		0.90%		
BALANCE:																																	
EXCESS/(DEF.) BUDGET			416,885.00	1,177,679.17	(21,558.00)	14,602.93	20,969.00	142,223.81	2,022.00	-	(1,391.00)	3,353.09	-	(4,372.42)	(50,827.00)	33,539.31	(192,641.00)	32,366.02	(134,000.00)	5,356.31	(138,964.00)	(219,506.00)	(29,185.12)	(63,347.00)	(284,065.00)	(25,436.41)	-	-	101.00	766.10			
EXCESS/(DEF.) ACTUAL																																	
ENDING CASH BAL.	\$2,247,937.20																																

Attachment: 2021 budget to actual_January21 (002) (10555 : RCHD Monthly Update)



HEALTH DEPARTMENT
Personnel

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs
MEETING: February 11, 2021
SUBJECT: RCHD request to fill CDRR position
PRESENTER: Julie Gibbs

BACKGROUND

The Chronic Disease Risk Reduction Coordinator position was recently made vacant by an internal promotion.

This position is part time (25 hours) and is fully grant funded. Some projects include smoking cessation and prevention, access to healthy food, and work with the Flint Hills Wellness Coalition.

This position is vital to the health department and the community.

FISCAL IMPACT

None! ;)

RECOMMENDATION(S)

I recommend the BOCC approve to fill this position.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:



HEALTH DEPARTMENT
Grant

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

COMMISSION AGENDA REPORT

FROM: Jan Scheideman, Raising Riley Supervisor
MEETING: February 11, 2021
SUBJECT: FY 2021 Early Childhood Block Grant Application Approval
PRESENTER: Julie Gibbs, Health Department Director

BACKGROUND

Raising Riley originated in 1999 as a vision of two community leaders to serve the early childhood populations and families through experiences and quality childcare that would promote early learning and success for children entering school. The program provided:

- Child care provider training, incentives and a quality improvement system
- Child and Program Assessments
- Child care scholarships for families up to 200% of poverty

The program originally was funded with less than \$500,000 and due to demonstration of collaboration and addressing needs for this population, has received increased continuation funding totaling \$787,537 in FY15. Due to state reallocation of Children's Initiative Funds the Kansas Children's Cabinet and Trust Fund issued across the board budget cuts during the 18-month grant cycle January 2016 - June 2017. These cuts continued through FY18. Funding levels have been increased to near previous levels with the current funding for FY21 for Raising Riley being \$756,386.

One of the most important components of the Raising Riley program is provision of child care scholarships for families that meet specified risk factors established by the Early Childhood Block Grant. These help families provide their children the opportunity to attend quality early learning environments with approved licensed providers while remaining in the work force or completing their education. Raising Riley also provides Family Engagement and Parent Education opportunities for Riley County families.

Through collaboration with USD #383, RR has provided five years of Camp Kindergarten. This program provides quality transitional experiences for children without prior preschool or formal child care who are entering kindergarten in the fall. Emphasis is placed upon familiarizing children with the basic expectations for Kindergarten. The program has received endorsements from school administrators, teachers and parents.

RR continues the Early Literacy Program to provide activities and learning through the use of books. This program teaches and models the importance of early literacy introduction to both providers and parents.

Raising Riley collaboration with Riley County Health Department's Maternal and Child Home Visiting continues to provide referrals helping to maintain a stable case load for home visitors.

Professional Development was provided for child care providers and colleagues in the early learning community.

Additionally, RR provides behavioral health consultation and referrals, collaborates with various schools, social services and community organizations, Parents as Teachers, and Early Head Start.

Raising Riley's FY 2022 Goals include:

- Encourage evidence-based prevention programs and outcomes-based evaluation
- Identify and fill service gaps and increase efficient use of resources
- Advocacy
- Collaboration
- Public/Private partnerships
- On-going program and needs assessments
- Sustainability

DISCUSSION

The Children's Cabinet and Trust Fund administers the Early Childhood Block Grant. The staff of the RR Program has reviewed FY21 program and budget information and are requesting a small increase of funding for the FY22 proposal. There are no additional staff requests for this proposal.

FISCAL IMPACT

The fiscal year for the ECBG is July 1 through June 30. In FY21, the RR program was funded for \$756,386. The FY22 ECBG grant application is requesting \$758,887 to fund the aforementioned expenses. As in FY21, the FY22 ECBG RFP requires a 20 percent match. A 15% cash match has been provided by Riley County with the remaining 5% of the required match coming from in-kind. RR currently provides 10% indirect costs from our grant funds to Riley County.

The ECBG funds personnel, programmatic expenses, commodities, contracts, and scholarships.

RECOMMENDATION(S)

The RCHD requests permission to submit the grant application as presented to the Children's Cabinet and Trust Fund.

POSSIBLE MOTION(S)

1. Move to approve the measure:
3. Move to modify

The Board agreed by consensus to

Enclosures:

- FY22 ECBG Raising Riley Grant Application (PDF)



EARLY CHILDHOOD BLOCK GRANTS

Riley County Health Department

Raising Riley

PROPOSAL FY22



PROJECT ABSTRACT

Raising Riley responds to the unique needs of each community in Riley County, building strong foundations to provide high quality, well-rounded, individualized, developmentally appropriate services for children and families. Preparing children for lifelong learning includes staff and community working directly with at-risk families and children through home visiting, parent education, family engagement, and community involvement. Early learning facilities, both home and center based, are offering quality, affordable early care and education through RR child care scholarships and professional development. At-risk children entering kindergarten take advantage of RR/USD383 Camp Kindergarten, a summer program to help get ready for school that has shown marked improvements in Common Measures assessments administered. RR provides services to an estimated 220 children from 210 families in Riley County. RR programs work to provide services that build confident parents resulting in strong families that support healthy development and early learning for their children.

DESCRIPTION OF NEED

Geographic Area to be Served: Riley County is a semi-urban community in the Flint Hills of Northeast Kansas. The county communities are Leonardville, Manhattan, Ogden, Randolph, Riley and a large portion of Fort Riley. Riley County aligns with the North Central Region in the Kansas Early Childhood Systems Building All in for Kansas Kids Needs Assessment (Needs Assessment Report). Manhattan, the most populated community, is the county seat and the home of Kansas State University. Riley County is served by three Unified School Districts (USD); USD 383 Manhattan-Ogden, USD 378 Riley County (Riley) and USD 384 Blue Valley (Randolph and Leonardville).

Community Characteristics: The U.S. Census Bureau estimates the 2019 population of Riley County (RC) at 74,232. This region in Kansas is represented by a very diverse population due to both Fort Riley and Kansas State University. The Needs Assessment Report (pg.59) indicates that several communities in this region are reporting increasing populations of families who speak unique dialects beyond Spanish. RC is slightly more diverse than the norm for the state with 83.5% white, 7% African American, 8.4% Hispanic or Latino, 4.9% Asian, 3.6% two or more races and less than 1% Native American or Pacific Islander. 11.8% of households speak a language other than English at home, 4.5% speaking English less than “very well”. While poverty rates and health outcome rankings for the region hover near the averages for Kansas, there are pockets of unique risk. (Needs Assessment Report pg.59) The 2019 Riley County Community Needs Assessment (RCCNA) lists poverty as the top social concern. The 2019 US Census Bureau estimates show 20.9% of Riley County residents are living in poverty with 26.3% of Manhattan residents in this status. Children below the age of five account for 5.4% of the county population with 18.5% of these children living in poverty and 4.5% with no access to health insurance or medical home. 38% of RC families qualified for free and reduced lunch in 2018.

Affordable child care was listed as the number one Social Issue need in the 2019 RCCNA and the Via Christi 2018 Community Health Needs Assessment (2018 VC-CHNA). An October, 2018 article in USA Today listed Riley County, Kansas as having the most expensive child care costs in Kansas with an annual average cost of \$10,088 which equates to 32% of a two member family household’s income at 185% of poverty. 2018 VC-CHNA also cited the need for child care financial assistance and parent education. Information shared in the Needs Assessment Report states that one-fourth of the stories from this region described a need for parenting knowledge, higher than any other region (pg.59) listing this as the

greatest unmet need. Other trends across the Needs Assessment Report include the need for more professional development in mental health, behavioral challenges, special education, and cultural knowledge, as well as mentorship opportunities (pg.64).

Children and families in Riley County experience additional risk factors; in 2018, KDHE reported 40 births to teen mothers and 161 grandparents were responsible for their grandchildren. In 2017 5.32% of live births were to mothers with less than a high school diploma.

Current Opportunities available for families and children birth to five in Riley County include services housed on the Riley County Health Department (RCHD) campus: Raising Riley (RR), KDHE Child Care Licensing, Women, Infant and Children (WIC), Maternal and Infant Health program (M&I), Newborn Home Visiting, Maternal and Child Health Home Visiting (MCH HV). RR's direct services for at-risk children and families include: 1) child care tuition assistance; 2) dialogic reading story time visits; 3) family engagement; 4) toy and book lending library for parents and providers; 5) parent education; 6) child screening and assessment; 7) classroom observations to assess quality; and 8) child care provider professional development. Additional services offered through FCRC programs include professional development, nutrition education and assistance, home visiting and prenatal classes.

Community early learning opportunities include Early Head Start (EHS); 3.7 slots/100 for 0 -3 year olds and Head Start (HS); 58.2 slots/100 for 3-5 year olds. Pre-kindergarten and Four-Year-Old at Risk programs are available to 54.55% of the 3-5 year old population in Manhattan/Ogden, Riley and Randolph schools. Community facilities, including 89 family and group child care homes and 15 child care centers, have the potential to provide services for 2,010 children. RR's services are aligned with all of these opportunities, be it financial support, professional development, home visiting, parent education, family support, collaboration of services, consultation and coaching, assessments, observations and/or referrals.

Data Resources:

All In For Kansas Kids Needs Assessment

<https://kschildrenscabinet.org/all-in-for-kansas-kids/needs-assessment/>

United States Census Bureau

[https://www.census.gov/quickfacts/fact/table/rileycountykansas/PST045219?](https://www.census.gov/quickfacts/fact/table/rileycountykansas/PST045219?_lang=en)

Riley County Community Needs Assessment <http://www.rileycountycommunityneedsassessment.org/>

Via Christi 2018 Community Health Needs Assessment for Riley County

<https://www.viachristi.org/sites/default/files/Via%20Christi%202018%20CHNA%20Final.pdf>

Kids Count Data Center <https://datacenter.kidscount.org/data/customreports/2814,2894/any>

Kansas Information for Communities <http://kic.kdheks.gov/>

Kansas Department of Health and Environment Preliminary Birth Report

https://www.kdheks.gov/phi/download/Preliminary_Birth_Report_2018.pdf

DATA USA: <https://datausa.io/profile/geo/riley-county-ks/>

PROJECT DESCRIPTION

Program Model

Raising Riley implements a multigenerational cross-sector approach in which services focus on access to high-quality early childhood education and improving children's school readiness combined with services focused on increasing adult well-being and equipping them to better support their children socially and emotionally and to advocate for their education. Raising Riley implements a system that supports families' connections to many community programs that help to build a comprehensive system of support for early learning, healthy development, and strong families.

Strategies & Key Activities

Raising Riley Child Care Assistance Program

At-risk children are afforded the opportunity to receive quality child care and education through RR Child Care Assistance. To ensure that Riley County children are receiving quality, essential early childhood care and education, RR will provide financial tuition assistance for pre-school and child care to qualifying families based on the Kansas Children's Cabinet and Trust Fund at-risk factors. Award amounts are based on the child's age as well as other assistance that's been awarded. Parent and family involvement is required.

Raising Riley Early Literacy Program

All children will enter kindergarten with the necessary language, cognitive and early reading skills for continued success in school. Sharing books with children is important, but the way we share them is just as important.

Service Delivery: Each month children in participating facilities are exposed to early literacy through Story Time visits implementing evidence-based Dialogic Reading. Valuable experiences are shared with at-risk children and providers are educated on an effective method of teaching early literacy skills in engaging ways. Children benefit from additional activities that expand the story and literacy concepts. Family newsletters are distributed with evidence-based articles about early literacy development, information about Dialogic Reading and activities to be implemented at home. Providers receive ideas for monthly activities for all domains.

Home Visiting

Home Visiting fosters healthy beginnings, improves pregnancy outcomes, promotes school readiness, prevents child abuse and neglect, promotes positive parenting and resiliency in children and promotes family health and economic self-sufficiency for children and families. Parent education and support services are delivered and addressed through EHS evidence-based home visiting curriculum. Home visits are available to at-risk families in Riley County.

Service Delivery: EHS home visitors visit 12 families with children prenatal through three years each week. EHS implements the Parents as Teachers evidence-based curriculum which promotes optimal early development, learning and health of young children by supporting and engaging their parents and caregivers. Children in the family are included in the home visits that focus on parent-child interaction.

All home visitors will complete the HOME Inventory and the Keys to Interactive Parenting Skills (KIPS) following the ECBG prescribed schedule. Children will be screened using the ASQ-3 and ASQ:SE-2 a minimum of twice yearly.

Family Engagement

Family engagement is a collaborative and strengths-based process that helps early childhood professionals, families and children build positive, goal-oriented relationships. The population served includes at-risk children birth to 5 along with their mothers, fathers, grandparents and other adult caregivers, child care providers and other early childhood professionals. Through commitment to creating and sustaining an ongoing partnership that supports family well-being and the parent-child relationships children's healthy development and school readiness will be enhanced. Guidance for program implementation and evidence-based strategies are taken from the Kansas Family Engagement and Partnership Standards for Early Childhood.

Service Delivery: Family Engagement is a shared project between RR, at-risk families, early care providers and community that will reflect mutual respect for the roles and strengths each has to offer. Aspects of the program will include monthly family engagement programs with a focus on sharing developmentally appropriate activities and milestone with parents while also enjoying interaction with their family and support of peers and staff that work with their children. RR families will be participants in Family Engagement activities as well as additional collaborative activities offered by USD 383 Early Learning, EHS and PAT.

Parent Education

Parent Education will help parents understand their children's individual needs and development, as well as their own roles and responsibilities. Parents will commit to building positive, goal-oriented relationships within their families using tools and strategies aimed at maximizing positive outcomes for children and families.

Service Delivery: Parenting classes are conducted in group settings implementing the evidence-based Circle of Security Parenting curriculum with at-risk Riley County families whose children are birth to five years. Trained facilitators work with parents and caregivers to help them understand their child's emotional world by learning to read emotional needs, support managing emotions, enhance self-esteem and honor the innate wisdom and desire for their child to be secure. Children of participating families are screened using the ASQ-3 and ASQ:SE-2 following the ECBG and ASQ prescribed schedule. RR will implement the Protective Factors Survey, 2nd Edition (PFS-2). This tool gets a snapshot of the families and helps determine areas of focus for increasing individual family protective factors and gauges progress made.

Camp Kindergarten

Riley County at-risk children will enter kindergarten with the social-emotional readiness skills needed for success.

Service Delivery: To meet the needs of children who may not have access to the social-emotional environment offered by pre-school programs or out-of-home child care, RR will partner with USD 383 to provide a summer pre-school program for a minimum of thirty children entering kindergarten in the fall.

Children will be screened using the ASQ-3 and ASQ:SE-2 and will be assessed with myIGDI Literacy. The classrooms will be observed with the CLASS-PreK.

Fidelity to Evidence-Based or Promising Practice

Raising Riley Child Care Assistance Program

Families receiving assistance meet with RR coaches at least three times yearly; prior to finalizing awards and at least two more times, to complete required assessments and screenings. They also participate in a Family Engagement Home Visit before awards are finalized. Ages and Stages–3 (ASQ-3), Ages and Stages Social Emotional-2 (ASQ:SE-2) screening questionnaires and Individual Growth and Development Indicators (IGDI) or myIGDI assessments are completed on a pre-determined basis by trained personnel. Referrals for noted developmental delays are made to through the Integrated Referral and Intake System (IRIS).

Raising Riley Early Literacy Program

The percentage of children on track in myIGDI's Phonemic Awareness has been high compared to other ECBG grantees for the past three years.

Our Early Literacy Program provides facility based Story Time each month implementing these evidence-based strategies:

Dialogic Reading is an interactive shared picture book reading practice designed to enhance young children's language and literacy skills.

https://ies.ed.gov/ncee/wwc/Docs/InterventionReports/WWC_Dialogic_Reading_020807.pdf

Zoo-phonics Multisensory Language Arts Platform is a kinesthetic approach to learning language arts and making children strong readers. http://www.zoo-phonics.com/about_brain.html.

Home Visiting

Parents as Teachers curriculum provides evidence-based services that involve the family or other support systems in possible high-risk environments. Parent educators work with parents to strengthen protective factors and ensure that young children are healthy, safe and ready to learn.

<https://www.cebc4cw.org/program/parents-as-teachers/detailed>

Family Engagement

Kansas Family Engagement and Partnership Standards for Early Childhood is a resource that provides information and guidance for early childhood providers, educators and others working with children from birth through 5 years of age on the engagement of families.

<https://www.ksde.org/Portals/0/Early%20Childhood/Kindergarten/Kansas%20Family%20Engagement%20and%20Partnership%20Standards%20for%20Early%20Childhood.pdf>

Parent Education

Circle of Security Parenting: Circle of Security® Parenting™ is an evidence-based relationship program for caregivers, developed with the goal to enhance secure attachments in caregiving relationships.

<https://www.circleofsecurityinternational.com/>

Protective Factors Survey, 2nd Edition (PFS-2): The evidence-based PFS-2 is a self-administered pre/post or retrospective survey that measures protective factors in five areas: family functioning and resilience, social supports, concrete supports, nurturing and attachment and caregiver/practitioner relationship. <https://friendsnrc.org/protective-factors-survey/pfs-2/>

Camp Kindergarten

Research shows that children with no preschool experience struggle with the basic school-going fundamentals; waiting their turn, raising a hand to answer questions or ask for help, playing cooperatively with classmates, dealing with being away from home and enter kindergarten academically and socially behind their pre-schooled peers. Camp Kindergarten attendees have consistently shown marked improvement on the ASQ-3, ASQ:SE-2 and myIGDI Literacy assessments administered pre and post attendance.

<https://www.wallacefoundation.org/knowledge-center/Documents/Investing-in-Successful-Summer-Programs.pdf>

Experience Serving Population

Raising Riley has enjoyed two decades of work with increasing numbers of collaborating partners providing early care and education, early childhood special education, family support and engagement and physical, dental and mental health services. RR's collaborating partnerships represent a broad range of services for children and families in Riley County. All collaborating partners have experience and show competence in working with children and families as described by this project.

Current RR staff has a cumulative 75 years of experience providing services to at-risk children and families. Current full-time staff have experience in HS/EHS, classroom management, home visiting, adult education/coaching, parent support and engagement, behavioral health and early childhood special education. Collaborating partners in the school districts have education, experience and licensure in areas of Early Childhood, Early Childhood Special Education and Early Childhood Mental Health. RCHD Clinic nurses provide well child checks and immunization services.

Population to be Impacted

For the past three years 100% of the children and families served through Raising Riley programs have met at least one of the KCCTF Risk Factors. Our program has an average over this time period of 15% of our families having 4 or more risk factors. The families served by Raising Riley tend to be more racially diverse, more likely to qualify for free or reduced-price lunch, less likely to have caregivers with a high school diploma, and less likely to speak English as the primary language at home. Raising Riley services are available throughout the county.

Service Delivery Numbers:

Child Care Assistance, Early Literacy and Family Engagement will deliver services to 150 children and approximately 140 families. These families will be participants of all three programs. 34 child care providers will receive CLASS observations and coaching through participation in the Child Care Assistance program.

EHS Home Visiting will visit 15 children and approximately 15 families on a weekly basis.

Parent Education Classes will have approximately 36 families with 36 children attend classes with some of these families also participating in the Child Care Assistance program.

Camp Kindergarten will host 30 children from approximately 30 families.

Outreach Strategies

Recruitment and outreach strategies to ensure children and families who are most at risk will have access to the programs RR offers will include: personal contact, presentations and written information to private/public community programs, schools, social service and government agencies, health care providers, HS/EHS programs, child care providers and businesses. RR receives referrals through IRIS from USD383, WIC, MCH, PH Clinic, Crisis Center, Homeless Shelter, as well as directly from businesses that employ at-risk parents, Manhattan Area Technical College and Kansas State University. RR will continue to participate in community programs and events. Through the parent board the program will gain insight into families' needs and individual learning methods that will help develop the most efficient delivery of educational opportunities and family enrichment activities. Parent incentives will be utilized as a means not only to encourage continued participation, but to provide access to needed resources.

Equitable Services

Programs offered by Raising Riley are provided through a variety of mediums and platforms. Communication and contact between families and our program are available through more than one source ex: e-mail, phone, writing, in-person, language line for translation, and a Spanish in available. A RR priority is to provide financial assistance that affords at-risk families the means to place their children in high-quality care. A high-level parent education program is available to families free of charge. Our family engagement and community engagement events help support parents in advocating for their child. Referral for services in the county that are not provided through Raising Riley are made consistently on a case by case basis. These include, but are not limited to prenatal care services, breastfeeding services, Part C early intervention services for children ages birth to three with developmental delays, Part B early childhood special education services for children ages three to five, behavioral health services, child protective services, economic and employment supports, food and housing assistance, and additional support for child care expenses.

Barriers

We do not foresee any barriers to our programs continued success. Community needs as well as support and engagement continue to grow in Riley County for all the programs offered through Raising Riley. Innovative thinking and adaptation have allowed Raising Riley to continue implementation of services throughout the COVID-19 Pandemic.

Partnership Endorsement List

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Riley County Health Department - Raising Riley

Partnership Member Information

Applicants must provide a list of names, with email and phone number, of individuals representing any entity involved in the implementation of this project. This includes both entities receiving funds from you as the applicant or playing key roles in implementing the project.

Partnership Org/Entity/Business Name	Partner Contact First and Last Name	Partner Contact Email	Partner Contact Phone Number
USD #383 - Superintendent	Marvin Wade	marvinw@usd383.org	785-587-2000
USD #383 – Exec. Dir. Special Educ.	Andrea Teade	andreat@usd383.org	785-587-2000
USD#383 – Dir. Early Learning & Kindergarten Transition Team	Elisabeth Nelson	elisabethn@usd383.org	785-587-2830
USD#383 – Dir. Early Learning Special Ed & Kindergarten Transition Team	Becky Becker	beckyb@usd383.org	785-587-2000
USD#383 – Director Infant-Toddler Services	Micah Karl	micahk@usd383.org	785-776-6363
USD#383 Director Home Based Services	Brandy Kirk	brandy@usd383.org	785-587-2058
USD#383 K-Link Family Literacy Coordinator	Kaye Hendricks	kayeh@usd383.org	785-587-2841
USD#383 - Assistant Director Early Learning	Andy Hutchinson	andyh@usd383.org	785-587-2045
USD#383 Principal - Eugene Field	Abbie Wedel	abbiew@usd383.org	785-587-2045
USD#383 Principal - College Hill and Kindergarten Transition Team	Stephanie Kabriel	stephaniek@usd383.org	785-587-2830
USD#383 Director Elementary Education	Lucas Shivers	lucass@usd383.org	785-587-2841
USD #383 FIT Closet	Tracy Emory	fitcloset383@gmail.com	785-320-6750
KSU-Marianna Kistler Beach Museum of Art	Katherine Schlageck	klwalk@ksu.edu	785-532-7718
KSU-Family Studies and Human Services Internship Program	Dr. David Thompson	davidt@k-state.edu	785-532-1477
Kansas State University College of Human Ecology	Mary DeLuccie	mdeluccie@ksu.edu	785-532-3535
K-State Research and Extension	Bradford Wiles	bwiles@ksu.edu	785-532-1939
Riley County Health Department Maternal and Child Health	Breva Spencer	bspencer@rileycountyks.gov	785-776-4779 ext. 7601
Riley County Health Department Women, Infant and Children	Kaylyn Speth	kspeth@rileycountyks.gov	785-776-4779 ext. 7618
Riley County Health Department Public Health Clinic	Aryn Price	apricf@rileycountyks.gov	785-776-4779 ext. 7655
Riley County Health Department - Child Care Licensing	Heather Richey	hrichey@rileycountyks.gov	785-776-4779 ext. 7604
Stepping Stones Child Advocacy Center Coordinator	Valerie Ramage	steppingstonescac@gmail.com	785-537-6867
Manhattan Emergency Shelter, Inc.	Emily Wagner	www.mesikansas.org	785-537-3113
The Crisis Center	Judy Davis	ccidcs@carrollswab.com	785- 539-7935
Pawnee Mental Health	Robbin Cole	robbin.cole@pawnee.org	785-587-4300
No Stone Unturned/Katie's Way	Kendra Porter	kporter@mathispt.com	785-587-1825
ieDiscoveries	Kasey Kile Wilkinson	kasey.kile@yahoo.com info@iediscoveries.com	785-320-2636
Kansas Child Care Training Organization	Patty Peschel	pkeating@k-state.edu	785-532-7197
Manhattan Public Library	Jennifer Bergen	jbergen@manhattan.lib.ks.us	785-776-4741
Family Child Care Provider	Jennifer Bruce	jbruce66502@gmail.com	785-304-3132
Family Child Care Provider	Faith Degand	clemensfaith@gmail.com	785-341-2897
Family Child Care Provider	Kelsee Hauser	kelsee.dewerff@gmail.com	620-480-1934
Family Child Care Provider	Tammy Meyer	tmeyer1@cox.net	785-565-9280
Family Child Care Provider	Stacy Patton	mrs.patton_13@yahoo.com	666-496-3254
Family Child Care Provider	Summer Peters	ms.LadySP33@gmail.com	785-370-5750
Family Child Care Provider	Jennifer Smith	richard_jennifer@yahoo.com	785-341-2897
Family Child Care Provider	Angela Lyon	lyon_5@cox.att	785-820-1000

Partnership Endorsement List

Riley County Health Department - Raising Riley

Family Child Care Provider	Cheisa Myles	cheisamyles@gmail.com	785-340-5691
Family Child Care Provider	Amanda Miller	amiller0518@gmail.com	785-320-7271
Family Child Care Provider	Jessica Lenz	jessicalenz15@gmail.com	402-800-4617
Family Child Care Provider	Jill Erickson	jilliebean922@yahoo.com	785-458-2581
Family Child Care Provider and Kindergarten Transition Team	Stephanie Swank	stephaniekinderknecht@yahoo.com	785-410-2067
Family Child Care Provider	Sarah Grimes	sarahdwinnie@hotmail.com	785-313-3203
Family Child Care Provider	Sarah Huston	SH3200853@gmail.com	630-631-8432
Family Child Care Provider	Mallory Huff	Malloryhartwick1989@aol.com	785-323-7714
Family Child Care Provider	Nichol Brace	brace.home@gmail.com	785-341-3148
Family Child Care Provider	Regina Taylor	mtzionfamilydaycare@gmail.com	785-969-2869
Family Child Care Provider	Lisa Webber	sayanything29@yahoo.com	785-313-3433
Family Child Care Provider	Renate Woodmansee	renate.woodmansee@gmail.com	785-313-2419
Kanas State University Center for Child Development	Rosie Mitchell	rosiem@ksu.edu	785-532-3700
Hope Lutheran Early Learning Center	Jordan Garrison	manhattanhopedirector@gmail.com	785-587-9400
Lamb of God Lutheran Child Care	Tynisha Moore	tynisha@firstlutheranmanhattan.org	785-537-8532
Manhattan Catholic Preschool	Rhianna Nelson	rnelson@manhattancatholicschools.org	785-565-5050
Oak Grove Child Care Center	Shelby Bruckerhoff	director@oakgroveschoolonline.org	785-539-7910
Riley County Child Care Center	Michelle Richling	mrchling@usd378.org	785-485-4010 ext.4090
St. Luke's Early Learning Center	Betsy Molinary	CenterDirector@stlukesmanhattan.org	785-539-2604
From Cradles to Crayons and Kindergarten Transition Team	Cassie Anderson	cassie@fccmanhattan.org	785-776-8790
Bebe Child Care Center	Wanda Brown	bebechildcarecenter@gmail.com	785-320-7101
Kindergarten Transition Team - College Hill ECSE Teacher	Christi Oakley	christio@usd383.org	785-587-2830
Kindergarten Transition Team - Bluemont Elem. Principal	Beth Neitzel	bethn@usd383.org	(785) 587-2030 ext. 3410
Kindergarten Transition Team - Theodore Roosevelt Kdgtn Teacher	Shannon Downs	shannond@usd383.org	785-587-2090
Kindergarten Transition Team - Marlatt Elem. Special Ed Teacher	Megan Rees	meganr@usd383.org	785-587-2070
Kindergarten Transition Team - Parent and Policy Council	Latoya Mothershed	lnmothershed@gmail.com	501-442-0470
Kindergarten Transition Team - USD 383 Dir. Teaching & Learning	Paula Hough	paulah@usd383.org	785-587-2000
Kindergarten Transition Team - JHS Solutions	January Scott	JanuaryScott@jhs-solutions.com	785-249-3759

CONTINUOUS QUALITY IMPROVEMENT

Data Collection Accountability

Parents are provided the ASQ:SE-2 and ASQ-3 forms for completion. Parents complete these forms and they are auto entered into the Enterprise system and then confirmed and reviewed by RR staff. IGDI and myIGDI assessments are completed by trained RR staff and entered into the respective on-line databases. CLASS Observations are conducted by trained and certified Raising Riley staff. Observation scores are recorded on the DAISEY Datasheet by the observers. Raising Riley supervisor confirms auto uploads of myIGDI and ASQ-3 data and enters/uploads all other Common Measures data into DAISEY. Scheduling for completion of Common Measures is managed by the RR clerk and tracked on an Excel spreadsheet.

Data Collection Efforts

Common Measures completion is continuously monitored by the RR supervisor through Excel spreadsheets in comparison to DAISEY reports. Scheduling for completion of Common Measures is managed by the RR clerk and tracked on an Excel spreadsheet. Individual participant Common Measures reports are prepared quarterly and results are reviewed and assessed for next steps needed.

Data Sharing

Common Measures data is reviewed and shared with families and providers following each assessment or observation. Data is used to drive program decisions for child referrals and as a basis for quality improvement planning, as well as development of individualized plans for facilities, families and children as needs are indicated.

Data and Outcomes Review

Program delivery, curriculum, professional development, scheduling, family needs, incentives and activities will be evaluated and adjusted as needed based on results. RR participates in the ECBG Data Coaching provided through WSU CARE coaching calls and use this information to help make these decisions.

PROJECT TIMELINE

Healthy Development: Early Identification

Healthy Development: Social-emotional Development

Project Goals:

Continued increase in the use of IRIS for referral services

Increased number of children screened and receiving follow-up assessments if needed

Increased commitment from community agencies and physicians to provide universal screenings

ASQ-3 and ASQ:SE-2

Population Assessed: Children 0 – 5 years

Activities and Timeline for Completion Dates:

Parents/Guardian & RR Coaches will work collaboratively to complete screenings on the following schedule:

Ages 0-3 at Orientation and at each age interval (at least 2x/year)

Ages 3-5 at Orientation (1x/year) repeated at each assessment appointment if scores are in the referring or monitoring range

STRONG FAMILIES: Safe, stable, and nurturing relationships

Family or primary caregivers demonstrate support of their children's learning and development

Project Goals:

Stable, nurturing environments ensuring children have strong, healthy starts

Parent involvement and leadership in early education activities

Opportunities for peer- to-peer support

Implementation of evidence-based family support systems

Cross -sector partnerships support needs of families

Increased opportunities for families to earn a living wage

Activities and Completion Dates:

Child Care Tuition Assistance

Home Visits with flexibility in services, intensity and duration in response to changing needs of the families

Parent Education Classes

Family Engagement Events

HOME Observation

Population Assessed: Families of Children 0–3 years

EHS Home Visitors will complete observations and submit data to Raising Riley Supervisor for DAISEY entry on the following schedule:

First HOME completed at least 30 days after enrollment for new families and at beginning of evaluation year for families already receiving services

Second HOME after 6 months / before exit (if in program 4 months)

STRONG FAMILIES: Safe, stable, and nurturing relationships:

Family or primary caregiver indicates a positive level of family functioning, social support, nurturing and attachment, and concrete support.

Project Goals:

Parent involvement and leadership in early education activities

Stable, nurturing environments ensuring children have strong, healthy starts

Peer- to-peer support opportunities

Implementation of evidence-based family support systems

Cross -sector partnerships support comprehensive needs of families

Activities and Completion Dates:

Home Visits with flexibility in services, intensity and duration in response to changing needs of the families

Parent Education Classes

Family Engagement Events

KIPS – Keys to Interactive Parenting

Population Assessed: Families of Children 0 – 3 years

EHS Home Visitors will complete observations and submit data to Raising Riley Supervisor for DAISEY entry on the following schedule:

First KIPS completed prior to the beginning of Home Visits for new families and at beginning of evaluation year for families already receiving services

Second KIPS after 6 months / before exit

STRONG FAMILIES: Safe, stable, and nurturing relationships:

Family or primary caregiver indicates a positive level of family functioning, social support, nurturing and attachment, and concrete support.

Project Goals:

Parent involvement and leadership in early education activities

Stable and nurturing environments that ensure children have strong, healthy starts

Expanded opportunities for peer- to-peer support and implementation of evidence-based family support systems

Cross -sector partnerships to support comprehensive needs of families

Activities and Completion Dates:

Circle of Security Parenting classes offered on a quarterly basis.

Protective Factors Survey, 2nd Edition (PFS-2)

Population Assessed: Families of Children 0 – 5 years

RR Family Engagement Facilitator will administer the PFS-2 pre and post program with families participating in Parent Education sessions.

EARLY LEARNING: Early literacy: children (0-5) demonstrate ongoing competence in communication and literacy as appropriate for their development.

Project Goals:

Improved competence in at-risk children's communication and literacy development

Parent/provider increased support and involvement in early literacy activities

USD383 implementation of Kindergarten Transition Plans

Cross-sector partnerships to support the importance of early literacy programs

Activities and Completion Dates:

Child Care Tuition Assistance

Facility-based Story Time

Monthly Professional Development for Community Providers

Parent Newsletters

Provider Newsletter

RR Coaches trained to administer the assessments on the following schedule:

IGDI-ECI - Individual Growth and Development Indicators – Early Communication Indicators

Population Assessed: Children 0 – 3 years

Age 6mo-36mo at Orientation and at each assessment appointment during the year (3x/year -Fall/ Winter/Spring)

Exit IGDI-ECI done if exit is 30 days past previous IGDI

myIGDI – Literacy+

Population Assessed: Age 36mo-48mo complete myIGDI PK3

Ages 48mo-72mo complete Literacy+

The Measure used at Orientation will be repeated for the following windows.

Assessments will be completed 3x/year -Fall/ Winter/Spring following ECBG designated testing window dates.

Exit myIGDI done if exit is 30 days past previous myIGDI.

EARLY LEARNING: Early literacy: percentage of children (3-5) who demonstrate ongoing competence in numeracy skills as appropriate for their development

Project Goals:

Improved competence in at-risk children's numeracy skills

Parent/provider increased support and involvement in early numeracy activities

USD383 implementation of Kindergarten Transition Plans

Cross-sector partnerships to support the importance of early numeracy programs

Activities and Completion Dates:

Child Care Tuition Assistance

Professional Development for Community Providers

Parent Newsletters

Provider Newsletter

Parent Education

Family Engagement

Camp Kindergarten

myIGDI – Numeracy

Population Assessed: Age 36mo-72mo complete myIGDI Numeracy

RR Coaches trained to administer the assessments on the following schedule:

The Measure used at Orientation will be repeated for the following windows.

Assessments will be completed 3x/year -Fall/Winter/Spring following ECBG designated testing window dates.

Exit myIGDI done if exit is 30 days past previous myIGDI.

EARLY LEARNING: Quality Learning Environments: percentage of high-quality early care and learning environments predictive of positive change in academic outcomes

Project Goals:

At-risk children's development and academic outcomes improve

High quality teacher-child interactions

Secure, supportive interactions and environment

Activities and Completion Dates:

Observations of child care providers / teachers interactions and environments

Professional Development offered monthly

Parent Newsletters

Provider Newsletters

CLASS Observations

Population Assessed: Family Child Care providers and Center-based Classroom Teachers

RR Coaches trained to administer the assessments on the following schedule:

Fall CLASS observation between August 1 and November 14

CLASS Observation is repeated in Spring (February 15 – May 14) if standards are not met in the Fall)

ECBG Logic Model Template

Applicant Name: Raising Riley / Riley County Health Department

ECBG Outcome 1.1: Healthy Development: Early Identification: percentage of children who are screened for developmentally-appropriate communication skills, general cognitive skills, and social and emotional skills and referred for additional services as needed.

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Screening

Program Description

Raising Riley Child Care Tuition Assistance, EHS Home Visiting, Raising Riley Parent Education, Camp Kindergarten,

Target Population(s)

Include estimated number of children and families to be served.

At-Risk children birth through five, and their families who are living in Manhattan city limits and/or Riley County including Fort Riley.

Estimate to serve 220 children 0-5 years of age and 210 families

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome?	What do you plan to collect to show that the activity took place?	What change do you wish to see in families or the community after one year of service?	What change do you wish to see in families or the community after five years of service?)	How will you know the effect of your efforts?
Common Measures screenings are completed on a predetermined schedule following the ECBG Guidelines with children whose families	# children screened/assessed # screenings /assessments completed	Continued increase in the use of IRIS for referral services Increased number of children screened and	100% of children being screened on a regular schedule for detection of developmental delays Strong, defined screening and referral	See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure. Parents are responsible for completing the Ages and Stages Questionnaire, Third

participate in RR child care assistance, home visiting, family engagement, and/or parent education. Camp Kindergarten attendees will be screened twice, at the beginning and the end, of the four week program. Referrals will be made as needed to USD383 Community Screenings and Riley County Infant/Toddler Services	# children reaching developmental milestones # children referred for evaluation	receiving follow-up assessments as needed Increased commitment from community agencies and physicians to provide universal screenings	protocol process for all of Riley County Empowered families that are confident in voicing concerns Early Intervention for all children with developmental delays	Edition (ASQ-3) and the Ages and Stages Questionnaire: Social-Emotional, Second Edition (ASQ:SE-2). Facilitators will collect the ASQ data.
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ECBG Outcome 1.2: Healthy Development: Social-emotional development: percentage of children who demonstrate improvement in positive self-regulation and compliance behaviors

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Referral

Program Description

Target Population(s)

One-on-One Behavioral Health Intervention

Include estimated number of children and families to be served.

20 children and 20 families

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome? Behavioral concerns that require one-on-one direct intervention and support are referred to USD383, Riley County Infant/Toddler Services, Kansas State University Family Center and/or Pawnee Mental Health	What do you plan to collect to show that the activity took place? # children referred for evaluation	What change do you wish to see in families or the community after one year of service? Continued increase in the use of IRIS for referral services Increased number of children screened and receiving follow-up assessments if needed	What change do you wish to see in families or the community after five years of service?) Empowered families that are confident in voicing concerns Increased recognition of Behavioral Health issues	How will you know the effect of your efforts? See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure. ASQ:SE-2 administered by parents and reviewed by RR Facilitators Parent report Child Care provider reports

ECBG Outcome 2.1: Strong Families: Safe, stable and nurturing relationships (SSNRs): percentage of children whose family or primary caregivers demonstrate support of their learning and development

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Parent Support and Education

Program Description

Raising Riley Child Care Tuition Assistance, EHS Home Visiting, Raising Riley Parent Education, Raising Riley Family Engagement

Target Population(s)

Include estimated number of children and families to be served.

Services will be available to 190 children 0-5 years of age and 180 families.

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome?	What do you plan to collect to show that the activity took place?	What change do you wish to see in families or the community after one year of service?	What change do you wish to see in families or the community after five years of service?)	How will you know the effect of your efforts? See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure.
Child Care Tuition Assistance	# children served	Increased opportunities for families to earn a living wage	Family support programs are able to meet the demand for services	EHS Home Visitors will administer the Home Observation for the Measurement of the Environment (HOME) Inventory.
Home Visits with flexibility in services, intensity and duration in response to changing needs of the families	# children whose parents demonstrate support of their learning and development (HOME)	Parent involvement and leadership in early education activities	Educational and leadership roles are available for parents/caregivers in community programs	
Parent Education Classes	# screenings	Stable and nurturing environments that ensure children have strong, healthy starts.	No children experience abuse or neglect	
Family Engagement Events	# parents attending parent education classes	Expanded opportunities for peer- to-peer support and implementation of		
	# families attending family engagement events			

		evidence-based family support systems Cross -sector partnerships to support comprehensive needs of families		
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ECBG Outcome 2.2: Strong Families: Safe, stable and nurturing relationships (SSNRs): percentage of family or primary caregivers who indicate a positive level of family functioning, concrete support, social support, and nurturing and attachment

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Parent Support and Education

Program Description

Target Population(s)

EHS Home Visiting, Raising Riley Parent Education, Raising Riley Family Engagement

Include estimated number of children and families to be served.

Services will be available to 190 children 0-5 years of age and 180 families.

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome?	What do you plan to collect to show that the activity took place?	What change do you wish to see in families or the community after one year of service?	What change do you wish to see in families or the community after five years of service?	How will you know the effect of your efforts? See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure.
Home Visits with flexibility in services, intensity and duration in response to changing needs of the families,	# children served	Parent involvement and leadership in early education activities	Family support programs are able to meet the demand for services	Keys to Interactive Parenting Scale (KIPS) will be administered by EHS Home Visitors
Parent Education Classes	# screenings	Stable and nurturing environments that ensure children have strong, healthy starts	Educational and leadership roles are available for parents and caregivers in community programs	Protective Factors Survey, 2nd Edition (PFS-2) will be administered by Family Engagement Facilitator
Family Engagement Events	# parents attending parent education classes	Expanded opportunities for peer- to-peer support and implementation of	No children experience abuse or neglect	
	# families attending family engagement events			

		evidence-based family support systems Cross -sector partnerships to support comprehensive needs of families	Confident and involved parents and caregivers	pre and post Parent Education classes
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ECBG Outcome 3.1: Early Learning: Early Literacy: percentage of children (0-5) who demonstrate ongoing competence in communication and literacy as appropriate for their development

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Literacy Training and Information Sharing with Parents and Providers

Program Description

Target Population(s)

Raising Riley Child Care Tuition Assistance, Story Time, Parent Education, Family Engagement, Monthly Library Events for Families and Raising Riley Services for Providers, Camp Kindergarten

Include estimated number of children and families to be served.

Estimate to serve 205 children 0-5 years of age and 195 families

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome?	What do you plan to collect to show that the activity took place?	What change do you wish to see in families or the community after one year of service?	What change do you wish to see in families or the community after five years of service?)	How will you know the effect of your efforts? See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure.
Child Care Tuition Assistance	# children served			
Facility-based Story Time	# children assessed	Improved competence in at-risk children's communication and literacy development	Children are entering kindergarten with appropriate communication and literacy skills.	Individual Growth and Development Indicators (IGDI/myIGDI) administered by RR Facilitators
Monthly Professional Development for Community Providers	# children reaching appropriate competency levels appropriate for their development	Parent/provider increased support and involvement in early literacy activities	More children are in homes with parents/caregivers with higher education	
Parent Newsletters	# families served		Parents/caregivers are supportive and	
Provider Newsletter	# early childhood professionals served			

Parent Education Family Engagement Camp Kindergarten		USD383 implementation of Kindergarten Transition Plans Cross-sector partnerships to support the importance of early literacy programs	demonstrate a knowledge of the importance of early education Community-wide support for Early Education Kindergarten Transition Plans are implemented in every USD in Riley County Every USD in Riley County will offer Camp Kindergarten programs to the at-risk children in their service area Cross-sector financial support for summer camp programs for at- risk children in all Riley County communities	
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ECBG Outcome 3.2: Early Learning: Early Literacy: percentage of children (3-5) who demonstrate ongoing competence in numeracy skills as appropriate for their development

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Numeracy Training and Information Sharing with Parents and Providers

Program Description

Raising Riley Child Care Tuition Assistance, Parent Education, Family Engagement, Raising Riley Services for Providers, Camp Kindergarten

Target Population(s)

Include estimated number of children and families to be served.

Estimate to serve 205 children 0-5 years of age and 195 families

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome?	What do you plan to collect to show that the activity took place?	What change do you wish to see in families or the community after one year of service?	What change do you wish to see in families or the community after five years of service?	How will you know the effect of your efforts? See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure.
Child Care Tuition Assistance	# children served	Improved competence in at-risk children's numeracy skills	Children are entering kindergarten with appropriate numeracy skills.	Individual Growth and Development Indicators (IGDI/myIGDI) administered by RR Facilitators
Professional Development for Community Providers	# children assessed	Parent/provider increased support and involvement in early numeracy activities	More children are in homes with parent/caregivers with higher education	
Parent Newsletters	# children reaching appropriate competency levels appropriate for their development	USD383 implementation of Kindergarten Transition Plans	Parents/caregivers are supportive and demonstrate a knowledge of the	
Provider Newsletter	# families served	Cross-sector partnerships to support		
Parent Education	# early childhood professionals served			
Family Engagement				
Camp Kindergarten				

		the importance of early numeracy programs	importance of early education Community-wide support for Early Education Every USD in Riley County will offer Camp Kindergarten programs to the at-risk children in their service area Kindergarten Transition Plans are implemented in every USD in Riley County Cross-sector financial support for summer camp programs for at-risk children in all Riley	
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ECBG Outcome 3.3: Early Learning: Quality Learning Environments: percentage of high-quality early care and learning environments predictive of positive change in academic outcomes.

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Classroom Observation and Feedback, Professional Development

Program Description

Target Population(s)

Raising Riley Coaching and Mentoring Services for Providers

Include estimated number of children and families to be served.

Estimate to serve 205 children 0-5 years of age and 195 families

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome?	What do you plan to collect to show that the activity took place?	What change do you wish to see in families or the community after one year of service?	What change do you wish to see in families or the community after five years of service?)	How will you know the effect of your efforts? See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure.
Observations of child care providers / teachers interactions and environments	# child care providers / teachers observed	At-risk children's development and academic outcomes improve	Improved competence in at- risk children's communication and literacy development	Classroom Assessment Scoring System (CLASS) administered by RR Facilitators.
Professional Development offered monthly	# child care providers /teachers meeting ECBG standards	High quality teacher-child interactions	Early childhood professionals are competent, credentialed, and effective	
Parent Newsletters	# children in attendance	Secure, supportive interactions and environment	Early learning programs are high quality	
Provider Newsletters	# children screened			
	# children reaching competency levels appropriate for their development			

Early Childhood Block Grant FY 2022 Budget

Riley County Health Department - Raising Riley

Request for Proposals Total Budget Worksheet

Proposed ECBG Budget for all Proposed Programs	Total
Personnel (Salaries)	\$271,855
Benefits & Taxes	\$108,226
Travel & Substistence	\$0
Furniture & Equipment	\$0
Supplies	\$0
Contractual	\$15,840
Staff Education & Training	\$0
Building, Space & Maintenance	\$0
Other Direct Costs	\$340,966
Indirect Costs	\$22,000
Proposed ECBG Total	\$758,887
Total Overall Organization Budget (including ECBG funds)	\$4,906,190
Proposed ECBG Budget Percent of Total Overall Organization Budget	15%
Indirect expense represents the project's share of Overhead Expenses (phone, office space, utilities, liability insurance, etc.) and Administrative Costs (accounting, director, human resources, travel for administration, etc.). Applicants must limit the ECBG portion of Indirect Expense to 10%.	

Early Childhood Block Grant FY 2022 Budget

Riley County Health Department - Raising Riley

Budgeted Partners

Please list the name of any Partner who is receiving a portion of ECBG funds, and a brief description of the activities they are receiving ECBG funds to do. Please note the Program Budget to which the partner applies in your description.

Partner Name	Brief Description of Activities	Total amount to Partner
USD 383 Early Head Start Home Visiting	funding for a home visitor to provide services to 15 families in the Riley County area	\$48,000
Total Amount Going to Partners		\$48,000

Early Childhood Block Grant FY 2022 Budget

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Raising Riley

Request for Proposals Budget Worksheet

Personnel (Salaries): The project will pay the salary for the following staff: (e.g. Exec. Director, Intake Specialist, etc.)	Annual Salary/Rate (e.g. \$54,000)	Indicate FTE ECBG portion (e.g. 0.50 FTE)	ECBG Cost (e.g. \$27,000)	Cash Match	In-Kind	Total
Supervisor	\$65,840	1.00	\$65,840			\$65,840
Early Childhood Coach - 1	\$48,649	1.00	\$48,649			\$48,649
Early Childhood Coach - 2	\$45,625	1.00	\$45,625			\$45,625
Family Engagmenet / Parent Ed Facilitator	\$44,075	1.00	\$44,075			\$44,075
Literacy Faciitator	\$34,046	1.00	\$34,046			\$34,046
Clerk	33620	1.00	\$33,620			\$33,620
Total Personnel	\$271,855	6.00	\$271,855	\$0	\$0	\$271,855
Benefits & Taxes	ECBG	Cash Match	In-Kind	Total		
FICA	\$20,797	\$0	\$0	\$20,797		
Health	\$60,216			\$60,216		
KPERS	\$26,461			\$26,461		
Unemployment	\$272			\$272		
Cell	\$480			\$480		
Total Benefits	\$108,226	\$0	\$0	\$108,226		
Travel & Subsistence	ECBG	Cash Match	In-Kind	Total		
Mileage	\$0	\$3,000	\$1,000	\$4,000		
Meals		\$1,575		\$1,575		
Hotels		\$2,500		\$2,500		
				\$0		
Total Travel & Subsistence	\$0	\$7,075	\$1,000	\$8,075		
Furniture & Equipment	ECBG	Cash Match	In-Kind	Total		
Copier lease	\$0	\$3,600	\$0	\$3,600		
Mi-Fi wireless adaptors		\$960		\$960		
Computer equipment and/or repairs		\$2,500		\$2,500		
				\$0		
				\$0		
Total Furniture and Equipment	\$0	\$7,060	\$0	\$7,060		
Supplies	ECBG	Cash Match	In-Kind	Total		
office supplies, postage	\$0	\$12,000	\$0	\$12,000		
Apptoto scheduling program		\$380		\$380		
Website Domain and website maintenance		\$380		\$380		

Early Childhood Block Grant FY 2022 Budget

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Raising Riley

PDFfiller software		\$180		\$180
Total Supplies	\$0	\$12,940	\$0	\$12,940
Contractual	ECBG	Cash Match	In-Kind	Total
Child Care for Parent Education classes	\$0	\$900	\$0	\$900
				\$0
				\$0
				\$0
Total	\$0	\$900	\$0	\$900
Staff Education & Training (e.g. Training Expenses, Consulting Fees, etc.)	ECBG	Cash Match	In-Kind	Total
Staff training and re-certification fees	\$0	\$4,000	\$0	\$4,000
				\$0
				\$0
				\$0
Total Staff Education & Training	\$0	\$4,000	\$0	\$4,000
Building, Space & Maintenance	ECBG	Cash Match	In-Kind	Total
Space & Maintenance in the Family & Child Resource Bldg	\$0	\$0	\$46,080	\$46,080
				\$0
				\$0
				\$0
Total Building, Space & Maintenance	\$0	\$0	\$46,080	\$46,080
Other (e.g. Required Audit)	ECBG	Cash Match	In-Kind	Total
Child Care Assistance	\$285,000	\$67,000	\$0	\$352,000
Literacy Story Time Program		\$6,000		\$6,000
Family Engagement & Parent Education	\$7,966	\$5,300		\$13,266
Provider Professional Development		\$3,000		\$3,000
Total Other	\$292,966	\$81,300	\$0	\$374,266
Indirect Expense	ECBG	Cash Match	In-Kind	Total
Indirect expense represents the project's share of Overhead Expenses (phone, office space, utilities, liability insurance, etc.) and Administrative Costs (accounting, director, human resources, travel for administration, etc.). Applicants must limit the ECBG portion of Indirect Expense to 10% of the Direct Expenses of the project represented by the sub-total above.	\$22,000	\$0	\$0	\$22,000

Attachment: FY22 ECBG Raising Riley Grant Application (10550 : FY2022 Early Childhood Block Grant

Early Childhood Block Grant FY 2022 Budget

20.a

Raising Riley

Narrative Template - Explain how each line item was determined for each: ECBG funds, Cash Match and/or In-Kind.

Personnel Justification

The entire line item of the project Personnel is funded through ECBG funds.

Riley County sets the payscale for Raising Riley.

This is based on job description analysis by an outside agency to determine the "grade" and years of services to determine the "step"

Benefits & Taxes Justification

The entire line item of the project Benefits & Taxes is funded through ECBG funds and amounts are based on pre-determined salaries.

Travel & Subsistence Justification

Mileage reimbursements, meals and hotel rooms for out-of-town training events and meetings are covered using Cash Match.

In-Kind covers use of a County vehicle for travel out-of-town, when one is available for our use.

Furniture & Equipment Justification

Equipment is covered by Cash Match

Mi-Fi wireless adaptors

monthly share of lease for Canon copier/printer/fax machine

Supplies Justification

Supplies are covered by Cash Match.

Postage: mailing of fliers, surveys, assessment forms, award letters, assessment information

Website domain and host fee, PDFfiller subscription, Scheduling program

Attachment: FY22 ECBG Raising Riley Grant Application (10550 : FY2022 Early Childhood Block Grant

Early Childhood Block Grant FY 2022 Budget

Raising Riley

Office supplies: paper, folders, print cartridges, batteries, envelopes, etc.
Contractual Justification
Child Care for Parent Education on-site classes is provided through cash match.
Staff Education & Training Justification
Staff Education and Training is provided with Cash Match funds
This amount includes CLASS Re-certification for Infant, Toddler and PRE-K observers
KIPS re-certification
Building, Space & Maintenance Justification
Building, space and maintenance are provided by Riley County and are in-kind.
Other Justification
Child Care Assistance expense based on child's age and shared between ECBG and Cash Match
Literacy Story Time expenses are paid through Cash Match
Family Engagement & Parent Education expenses are paid with ECBG funds and Cash Match
Provider Professional Development expense are paid with Cash Match

Early Childhood Block Grant FY 2022 Budget

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Early Head Start

Request for Proposals Budget Worksheet

Personnel (Salaries): The project will pay the salary for the following staff: (e.g. Exec. Director, Intake Specialist, etc.)	Annual Salary/Rate (e.g. \$54,000)	Indicate FTE ECBG portion (e.g. 0.50 FTE)	ECBG Cost (e.g. \$27,000)	Cash Match	In-Kind	Total
Insert Staff Positions	\$0	0.00	\$0	\$0	\$0	\$0
		0.00	\$0			\$0
		0.00	\$0			\$0
		0.00	\$0			\$0
		0.00	\$0			\$0
Total Personnel	\$0	0.00	\$0	\$0	\$0	\$0

Benefits & Taxes	ECBG	Cash Match	In-Kind	Total
Insert Personnel Benefits & Taxes Expenses	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
				\$0
Total Benefits	\$0	\$0	\$0	\$0

Travel & Subsistence	ECBG	Cash Match	In-Kind	Total
Insert Travel & Subsistence Expenses	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
Total Travel & Subsistence	\$0	\$0	\$0	\$0

Furniture & Equipment	ECBG	Cash Match	In-Kind	Total
Insert Types of Furniture & Equipment Expenses	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
				\$0
Total Furniture and Equipment	\$0	\$0	\$0	\$0

Supplies	ECBG	Cash Match	In-Kind	Total
Insert Supplies Expenses	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0

Early Childhood Block Grant FY 2022 Budget

20.a

Early Head Start

Total Supplies	\$0	\$0	\$0	\$0
Contractual	ECBG	Cash Match	In-Kind	Total
Insert Contractual Expenses	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
Total	\$0	\$0	\$0	\$0
Staff Education & Training (e.g. Training Expenses, Consulting Fees, etc.)	ECBG	Cash Match	In-Kind	Total
Insert Staff Education & Training Expenses	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
Total Staff Education & Training	\$0	\$0	\$0	\$0
Building, Space & Maintenance	ECBG	Cash Match	In-Kind	Total
Insert Building, Space & Maintenance Expenses	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
Total Building, Space & Maintenance	\$0	\$0	\$0	\$0
Other (e.g. Required Audit)	ECBG	Cash Match	In-Kind	Total
Early Head Start Home Educator	\$48,000	\$0	\$0	\$48,000
				\$0
				\$0
				\$0
Total Other	\$48,000	\$0	\$0	\$48,000
Indirect Expense	ECBG	Cash Match	In-Kind	Total
Indirect expense represents the project's share of Overhead Expenses (phone, office space, utilities, liability insurance, etc.) and Administrative Costs (accounting, director, human resources, travel for administration, etc.). Applicants must limit the ECBG portion of Indirect Expense to 10% of the Direct Expenses of the project represented by the sub-total above.	\$0	\$0	\$0	\$0
Total All Expenses	\$48,000	\$0	\$0	\$48,000

Attachment: FY22 ECBG Raising Riley Grant Application (10550 : FY2022 Early Childhood Block Grant

Early Head Start

Narrative Template - Explain how each line item was determined for each: ECBG funds, Cash Match and/or In-Kind.

Personnel Justification

Benefits & Taxes Justification

Travel & Subsistence Justification

Furniture & Equipment Justification

Supplies Justification

Early Head Start

Contractual Justification
Staff Education & Training Justification
Building, Space & Maintenance Justification
Other Justification
Funding to support one Early Head Start Home Educator is provided with ECBG funds.

Camp Kindergarten

Request for Proposals Budget Worksheet

Personnel (Salaries): The project will pay the salary for the following staff: (e.g. Exec. Director, Intake Specialist, etc.)	Annual Salary/Rate (e.g. \$54,000)	Indicate FTE ECBG portion (e.g. 0.50 FTE)	ECBG Cost (e.g. \$27,000)	Cash Match	In-Kind	Total
Insert Staff Positions	\$0	0.00	\$0	\$0	\$0	\$0
		0.00	\$0			\$0
		0.00	\$0			\$0
		0.00	\$0			\$0
		0.00	\$0			\$0
Total Personnel	\$0	0.00	\$0	\$0	\$0	\$0

Benefits & Taxes	ECBG	Cash Match	In-Kind	Total
Insert Personnel Benefits & Taxes Expenses	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
				\$0
Total Benefits	\$0	\$0	\$0	\$0

Travel & Subsistence	ECBG	Cash Match	In-Kind	Total
Insert Travel & Subsistence Expenses	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
Total Travel & Subsistence	\$0	\$0	\$0	\$0

Furniture & Equipment	ECBG	Cash Match	In-Kind	Total
Insert Types of Furniture & Equipment Expenses	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
				\$0
Total Furniture and Equipment	\$0	\$0	\$0	\$0

Supplies	ECBG	Cash Match	In-Kind	Total
Classroom Materials	\$0	\$250	\$0	\$250
Snacks		\$350		\$350
				\$0
				\$0

Early Childhood Block Grant FY 2022 Budget

20.a

Camp Kindergarten

Total Supplies	\$0	\$600	\$0	\$600
Contractual	ECBG	Cash Match	In-Kind	Total
2 classroom teachers	\$8,800	\$0	\$0	\$8,800
2 classroom assistant teachers	\$7,040			\$7,040
				\$0
				\$0
Total	\$15,840	\$0	\$0	\$15,840
Staff Education & Training (e.g. Training Expenses, Consulting Fees, etc.)	ECBG	Cash Match	In-Kind	Total
Insert Staff Education & Training Expenses	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
Total Staff Education & Training	\$0	\$0	\$0	\$0
Building, Space & Maintenance	ECBG	Cash Match	In-Kind	Total
USD383 Classroom Space at Theodore Roosevelt School	\$0	\$0	\$3,520	\$3,520
				\$0
				\$0
				\$0
Total Building, Space & Maintenance	\$0	\$0	\$3,520	\$3,520
Other (e.g. Required Audit)	ECBG	Cash Match	In-Kind	Total
Insert Other Direct Expenses	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
Total Other	\$0	\$0	\$0	\$0
Indirect Expense	ECBG	Cash Match	In-Kind	Total
Indirect expense represents the project's share of Overhead Expenses (phone, office space, utilities, liability insurance, etc.) and Administrative Costs (accounting, director, human resources, travel for administration, etc.). Applicants must limit the ECBG portion of Indirect Expense to 10% of the Direct Expenses of the project represented by the sub-total above.	\$0	\$0	\$0	\$0
Total All Expenses	\$15,840	\$600	\$3,520	\$19,960

Attachment: FY22 ECBG Raising Riley Grant Application (10550 : FY2022 Early Childhood Block Grant

Camp Kindergarten

Narrative Template - Explain how each line item was determined for each: ECBG funds, Cash Match and/or In-Kind.

Personnel Justification

Benefits & Taxes Justification

Travel & Subsistence Justification

Furniture & Equipment Justification

Supplies Justification

Supplies are provided using Cash Match funds.

Camp Kindergarten

Contractual Justification
Teacher Contract amount based on \$25.00/hour for 176 hours
Assistant Teacher Contract amount based on \$20.00/hour for 176 hours
Staff Education & Training Justification
Building, Space & Maintenance Justification
Building Space for Camp Kindergarten is provided through In-Kind by USD383
Other Justification