



**Board of Riley County
Commissioners
Regular Meeting
Agenda
March 21, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

[District 1 – John Ford, Chair](#)

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

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

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Bid Recommendation - Corrugated Metal Pipe and Bands
4. Bid Recommendation - 2024 Crushed Limestone Chips
5. Accept Shaun Linenberger's resignation and appoint Duaine Sherwood as Manhattan Township Trustee
6. Parallel Road Culvert Replacement Project No. C.7-0.0
7. Sign Riley County Employee Action Form(s)
8. Approve payroll/accounts payables (when completed)

Review Minutes

9. Board of Riley County Commissioners - Special Meeting - Mar 15, 2024 12:30 PM
10. Board of Riley County Commissioners - Regular Meeting - Mar 18, 2024 8:30 AM

Review Tentative Agenda

11. Tentative Agenda

Press Conference Topics

12. Discuss Press Conference

9:15 AM

Katharine Hensler, Museum Director

13. Staff Report - Riley County Historical Museum

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

14. Administrative Work Session

- 9:50 AM David Willis, Parks Manager**
15. Bid opening for mower
- 10:00 AM Gary Fike, County Extension Director**
16. Kansas Ag and Rural Leadership Tour of Brazilian Agriculture
- 10:15 AM Josh Gering, EMS/Ambulance Assistant Director**
17. Request To Fill Open Position
- 10:30 AM Bob Isaac, Planner**
18. Replat Lots 288, 289, 290 and 291 of Addition No. 1 to University Park, into one (1) lot.
- 10:45 AM Amy Manges, Register of Deeds**
19. Year-To-Date Revenue
- 10:55 AM Julie Gibbs, Health Department Director**
20. RCHD request for approval to hire full time WIC Dietitian
21. RCHD Public Health Clinic request to extend medical clerk position through December 2024.
22. Request for out of state travel for PHEP Coordinator to attend the Health Promotion Conference
- 4:00 PM Joint City/County/County Meeting (at City Offices)**
23. City/County/County Meeting Agenda

Adjournment**Announcement**

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

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



PUBLIC WORKS
Recommendations

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

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II

MEETING: March 21, 2024

SUBJECT: Bid Recommendation - Corrugated Metal Pipe and Bands

PRESENTER: Alvin Perez, Operations Manager

Attached for your approval is the staff recommendation and Cost Comparisons for the Corrugated Metal Pipe and Bands Bids.

POSSIBLE MOTION(S)

Move to approve the staff recommendation for the bid submitted by Welborn Sales, Inc. of Salina, KS to supply Corrugated Metal Pipe and Bands for the low bid of \$29,404.10.

Move to deny.

Move to table.

Enclosures:

- 2024 Holders List and Bid Tab (XLSX)

Bid Tabulation Sheet

Riley County Public Works Corrugated Metal Pipe and Bands

Date: Thursday, March 14, 2024

			Welborn Sales, Inc. Box 1666 Salina, KS 67402-1666		J & J Drainage Products Co. P.O. Box 829 Hutchinson, KS 67504-0829		Metal Culverts Inc. P.O. Box 330 Jefferson City, MO 65102		Contech 4300 Beltway Pl, Ste 150 Arlington, TX 76018	
Item #	Quantity	Description of Items	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	10	CMP 15'x 30" 2 2/3x1/2 14ga	\$ 412.50	\$ 4,125.00	\$13.80/ft	\$ 4,140.00	\$ 639.00	\$ 6,390.00	\$ 592.50	\$ 5,925.00
2	10	CMP 18"x25' 2 2/3x1/2 14ga	\$ 409.75	\$ 4,097.50	\$16.46/ft	\$ 4,115.00	\$ 630.00	\$ 6,300.00	\$ 592.50	\$ 5,925.00
3	6	CMP Arch 28"x20"x25' 2 2/3x1/2 14ga	\$ 451.00	\$ 2,706.00	\$23.50/ft	\$ 3,525.00	\$ 891.25	\$ 5,347.50	\$ 927.75	\$ 5,566.50
4	6	CMP Arch 28"x20"x30' 2 2/3x1/2 14ga	\$ 541.20	\$ 3,247.20	\$23.50/ft	\$ 4,230.00	\$ 1,069.50	\$ 6,417.00	\$ 1,113.30	\$ 6,679.80
5	6	CMP Arch 35"x24"x25' 2 2/3x1/2 14ga	\$ 715.00	\$ 4,290.00	\$28.88/ft	\$ 4,332.00	\$ 1,083.75	\$ 6,502.50	\$ 1,159.75	\$ 6,958.50
6	6	CMP Arch 35"x24"x30' 2 2/3x1/2 14ga	\$ 858.00	\$ 5,148.00	\$28.88/ft	\$ 5,198.40	\$ 1,300.50	\$ 7,803.00	\$ 1,391.70	\$ 8,350.20
7	16	CMP Band 18" Annular	\$ 20.90	\$ 334.40	\$55.00 ea	\$ 880.00	\$ 50.40	\$ 806.40	\$ 48.00	\$ 768.00
8	10	CMP Band 28"x20" Annular	\$ 22.00	\$ 220.00	\$91.00 ea	\$ 910.00	\$ 86.70	\$ 867.00	\$ 56.00	\$ 560.00
9	10	CMP End Sections 24"	\$ 281.60	\$ 2,816.00	\$180 ea	\$ 1,800.00	\$ 304.85	\$ 3,048.50	\$ 362.00	\$ 3,620.00
10	10	CMP Arch End Sections 28"x20"	\$ 242.00	\$ 2,420.00	\$158 ea	\$ 1,580.00	\$ 266.35	\$ 2,663.50	\$ 351.00	\$ 3,510.00
TOTAL BID			\$ 29,404.10		TOTAL BID	\$ 30,710.40	TOTAL BID	\$ 46,145.40	TOTAL BID	\$ 47,863.00

RCPW Staff
Recommendation



PUBLIC WORKS
Recommendations

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

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II

MEETING: March 21, 2024

SUBJECT: Bid Recommendation - 2024 Crushed Limestone Chips

PRESENTER: Alvin Perez, Operations Manager

Attached for your approval is the staff recommendation for the Crushed Limestone Chips Bid.

POSSIBLE MOTION(S)

Move to approve the staff recommendation for the Crushed Limestone Chips to Bayer Construction Co. to supply crushed limestone chips for the bid amount of \$35.77 per ton.

Move to deny.

Move to table.

Enclosures:

- 2024 Limestone Chips Holders List and Bid Tab (XLSX)

Bid Tabulation Sheet

Riley County Public Works
Corrugated Metal Pipe and Bands

Date: Thursday, ,2024

			Bayer Construction Co., Inc. Attn: Kelly Briggs, COO P.O. Box 889 Manhattan, KS 66505-0889		Green Dream international LLC. Attn: Varand vartaian 38 W 8th St Ste 67 Erie, PA 16501	
<u>Item #</u>	<u>Quantity</u>	<u>Description of Items</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>
1	1700T	Crushed-Washed Limestone Chips	\$ 35.77	\$ 60,809.00	63.13	\$ 107,321.00
			TOTAL BID	\$ 60,809.00	TOTAL BID	\$ 107,321.00
			RCPW staff recommendation			

Attachment: 2024 Limestone Chips Holders List and Bid Tab (14594 : Bid Recommendation - Crushed



COUNTY CLERK & ELECTIONS
Appointment

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

COMMISSION AGENDA REPORT

FROM: Rich Vargo, County Clerk

MEETING: March 21, 2024

SUBJECT: Accept Shaun Linenberger's resignation and appoint Duaine Sherwood as Manhattan Township Trustee

PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to accept Shaun Linenberger's resignation and appoint Duaine Sherwood as Manhattan Township Trustee.

Move to deny

Move to modify

Move to table

Enclosures:

- Manhattan Township Trustee (PDF)

Manhattan Township Resignation

Joseph,

I am set to close on my new home on Purcells Mill on March 15, 2024, this property is in the city limits of Manhattan.

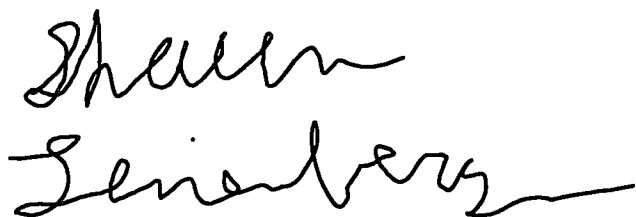
I notified the other board members previously that I will be moving to the city limits and will need to resign my position as Trustee. Larry Feldkamp spoke to one of the previous board members and he agreed to fill in for me as interim Manhattan Township Trustee until the slot is filled.

Our meeting tonight will be my last meeting based on the March 15th closing date.

I, Shaun Linenberger hereby resign as Manhattan Township Trustee after the board meeting on February 20th. 2024.

Thank you,

Shaun Linenberger

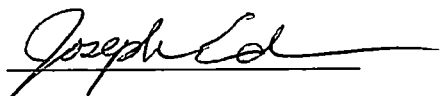
A handwritten signature in black ink, reading "Shaun Linenberger". The signature is written in a cursive, flowing style. The first name "Shaun" is on the top line, and the last name "Linenberger" is on the bottom line, with a long horizontal flourish extending from the end of the name.

March 14, 2024

Greetings, Riley County Commissioners:

We regret to inform the Riley County Commission members that Shaun Linenberger is resigning as our trustee due to moving out of the Manhattan Township. Due to this vacancy, we would like to recommend former board member Duaine Sherwood, residing at 1011 South Manhattan Ave., as the trustee.

Manhattan Township Clerk Joseph Edmunds

A handwritten signature in cursive script, reading "Joseph Edmunds", written over a horizontal line.

Manhattan Township Treasurer Stan Cook

A handwritten signature in cursive script, reading "Stan Cook", written over a horizontal line.

Attachment: Manhattan Township Trustee (14595 : Manhattan Township Officer)



PUBLIC WORKS
Contract

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

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II

MEETING: March 21, 2024

SUBJECT: Parallel Road Culvert Replacement Project No. C.7-0.0

PRESENTER: Evan McMillan, Assistant Public Works Director

On February 26, 2024, during the regularly scheduled Board of County Commissioners Meeting, Riley County Commissioners accepted the Bid from Ebert Construction Co., Inc. for the above mentioned project. Attached for your approval is the contract with Ebert Construction Co., Inc. for the Parallel Road Culvert Replacement Project No. C.7-0.0 in the amount of \$285,323.14, estimated project completion in 80 working days. The starting date for this project is July 15, 2024.

This is a sales tax funded project.

POSSIBLE MOTION(S)

Move to sign and approve the contract from Ebert Construction Co., Inc. in the amount of \$285,323.14.

Enclosures:

- Contract Agreement_POA Bonds_CLI_Ebert-Parallel Road (PDF)

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the people of Riley County, Kansas, acting through their County Commissioners, thereunto duly authorized to do so, party of the first part and hereinafter called the Owner, and Ebert Construction Co., Inc., party of the second part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with the law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents and has caused to be published in the manner and for the time required by law, an advertisement for and in connection with:

Parallel Road Culvert Replacement (Project No. C.7-0.0)

In accordance with the drawings, specifications, and other contract documents prepared by Schwab-Eaton, and

WHEREAS, the said Contractor in response to such advertisement has submitted to the Owner in the manner and at the time specified a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined, and canvassed the proposals submitted in response to the published invitation therefore, and as result of such canvass has determined and declared the aforesaid Contractor to be the best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and successors and the Contractor for itself, himself or themselves or its, his or their successors and assigns or its, his or their executors and administrators as follows:

ARTICLE I. The Contractor shall furnish all necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all work required for the construction of the project in strict compliance with the plans, specifications, and other contract documents herein mentioned which are hereby made a part of the contract.

ARTICLE II. The contract comprises the contract documents listed as follows. In the event that any provision of one contract document conflicts with the provision of another contract document, the provision in that contract document first listed below shall govern except as otherwise specifically stated:

Attachment: Contract Agreement_POA Bonds_CLI_Ebert-Parallel Road (14577 : Contract Parallel Road Culvert Replacement)

a. Agreement (this instrument), including Contractual Provisions attachment and Exhibits to the Agreement.

b. Addenda to contract documents as follow:

ADDENDUM NO.	DATED
1	01/08/2024
_____	_____
_____	_____

c. Legal and procedural documents.

1. Proposal
2. Instructions to Bidders.
3. Notice to Bidders.

d. Detailed specification requirements.

1. Special Provisions.
2. Supplemental Specifications.
3. Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, 2015 Edition, Divisions 150, 200, 300, 400, 500, 600, 700, 800, 900 and the Materials Division.

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

1. Special Provisions.
2. Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, 2015 Edition, Division 100, the General Clauses and Covenants.

g. Bonds.

1. Performance Bond.
2. Statutory Bond.
3. Bid Bond.

h. Owner's "Contractual Provisions Attachment"

ARTICLE III. The Contractor shall start work on or within ten days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract or on a subsequent date designated and authorized by the Owner in said order and the Contractor shall complete said work within **80 working days** as stated in his proposal.

ARTICLE IV. The Contractor shall at all times observe and comply with all Federal and State laws, local bylaws, ordinances, and regulations in any manner affecting the conduct of the work and all such orders or decrees as exist at present and those which may be enacted late by bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the Owner and all its officers, agents, representatives, and servants against any claim or liability from or based on the violation of any such law, bylaw, ordinance, regulation, order, or decree whether by himself, his employees, or his subcontractors.

The Contractor shall comply with all applicable laws governing safety, health, and sanitation and shall provide all safeguard, safety devices, and protective equipment and take any other needed actions on his own responsibility necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

ARTICLE V. For the performance of work under this contract, the Owner has designated Riley County Engineer as a duly authorized agent to perform the duties of the Engineer as the duly authorized representative of the Owner. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and the work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretation of the plans and specifications and all questions as to the acceptable fulfillment of the terms of the contract.

ARTICLE VI. The Owner shall have the right to terminate the employment of the Contractor after giving ten days written notice of termination to the Contractor and his surety in the event of any default by the Contractor and upon receiving written notice from the Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all material, tools, and equipment thereon and may finish the work by whatever method and means he may select. The Owner may demand of the Contractor's surety that the surety proceed in place of the Contractor to complete the contract in accordance with the terms and provisions thereof. It shall be considered a default by the Contractor whenever he shall:

- a. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
- b. Disregard or violate important provisions of the contract documents or Engineer's instructions or fail to prosecute the work according to the agreed schedule of completion including extensions thereof.
- c. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.

ARTICLE VII. The Contractor may suspend work or terminate the contract upon ten days written notice to the Owner and the Engineer for any of the following reasons:

- a. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no fault of the Contractor or his employees.
- b. If the Engineer should fail to act upon any request for payment within ten days after it is presented in accordance with the contract documents.

- c. If the Owner should fail to act upon any request for payment within 30 days after its approval by the Engineer.
- d. If the Owner should fail to pay the Contractor any sum within 30 days after its award by arbitrators.

ARTICLE VIII. The Owner shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as compensation therefore, the unit bid prices stipulated in the Proposal attached hereto for the various items of work in accordance with the provisions of the contract documents. The total contract price shall be determined on the basis of the actual quantities of work performed and materials furnished as authorized and determined in accordance with the provisions of the contract documents. The total bid price, determined on the basis of approximate quantities listed in the above mentioned Schedule of Bid Prices is in the amount of **Two Hundred and Eighty-five Thousand Three Hundred and Twenty-three Dollars and Fourteen Cents. 285,323.14.**

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

John Ford, Chair

CONTRACTOR
Ebert Construction Co., Inc.

By _____

Lisa Diederich, Vice President

Title

PO Box 198, 103 W Valley St
Wamego, KS 66547

Address

ATTEST: County Clerk

* * * * *

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

County Counselor



Authorization to Insert Date of Contract on Bonds and Power of Attorney

March 4th, 2024

To: Riley County, Kansas

RE: Ebert Construction Co., Inc.

Bond #: 674220390

Project: Parallel Road Culvert Replacement (Project No. C.7-0.0)

To Whom It May Concern:

The undersigned is an authorized representative of Liberty Mutual Insurance Company, the surety for Ebert Construction Co., Inc., contractor for the above-mentioned project.

Authorization is hereby given by the surety to Riley County, Kansas to insert the date of the execution of the contract on the bonds and the power of attorney.

Liberty Mutual Insurance Company



Tyler Wigger, Attorney-in-Fact

Attachment: Contract Agreement_POA Bonds_CLI_Ebert-Parallel Road (14577 : Contract Parallel Road Culvert Replacement)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209702- 674003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kevin D. Kalish, Sophia Reyes, Tyler Wigger

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of March, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of March, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4 day of March, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 800 899 0740 or email info@libertymutual.com

Attachment: Contract Agreement_POA Bonds_CLI_Ebert-Parallel Road (14577 : Contract Parallel Road Culvert Replacement)

PERFORMANCE BOND

Bond No: 674220390

KNOW ALL MEN BY THESE PRESENTS

that the Contractor Ebert Construction Co., Inc. of Wamego, KS, as
principal, and as surety Liberty Mutual Insurance Company
a corporation authorized under the laws of the State of MA
with general offices in Boston
and authorized to transact business in the State of Kansas are held and firmly bound unto
Riley County, Kansas as Owner, in the penal sum of **Two Hundred and Eighty-five Thousand Three
Hundred and Twenty-three Dollars and Fourteen Cents. \$285,323.14.** lawful money of the United
States, for the payments of which sum well and truly to be made, said principal and surety bind
themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

Signed, sealed and delivered this _____ day of _____, 2024.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said
principal has entered into a written Agreement with Riley County,

Kansas as Owner, dated _____ day of _____, 2024, for the furnishing
of all materials and labor and doing all the work of whatever kind necessary to construct a

**Parallel Road Culvert Replacement
(Project No. C.7-0.0)**

for the Owner, all in accordance with the Contract Documents for such work on file in the office of the
Owner and in accordance with said Agreement, which is by reference made a part hereof.

NOW THEREFORE, if said principal shall well and truly perform all of the covenants, conditions and
obligations of said Agreement on the part of said principal to be performed, and shall hold the Owner
harmless against all claims, loss of damage which it may sustain or suffer by reason of any breach of
said Agreement by said principal, and if said principal shall maintain the improvements to be
constructed by him as provided for in said Agreement and shall make good all defects in material and
workmanship in the manner and for a period of one year, or such other period as provided for in the
Contract Documents above referred to, then this obligation shall be void; otherwise to remain in full
force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement to the Work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications and further agrees that this bond and its obligation thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the Contract Documents.

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

Ebert Construction Co., Inc.

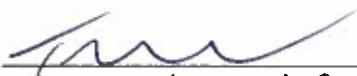
Principal



Lisa Diederich, Vice-President

Liberty Mutual Insurance Company

Surety



Attorney-in-fact Tyler Wigger

This instrument shall be executed in three (3) copies, all considered as originals. Date of this instrument shall not be prior to date of agreement. A certified copy of each agent's power-of-attorney must be attached to each copy hereon.

STATUTORY BOND

Bond No: 674220390

K N O W A L L M E N B Y T H E S E P R E S E N T S

that the Contractor Ebert Construction Co., Inc., as principal, and as surety
Liberty Mutual Insurance Company a corporation authorized under the laws of the State of
MA with general offices in Boston and authorized to transact
 business in the State of Kansas are held and firmly bound unto the State of Kansas in the penal sum of
Two Hundred and Eighty-five Thousand Three Hundred and Twenty-three Dollars and
Fourteen Cents, \$285,323.14 lawful money of the United States, for the payment of which sum well
 and truly to be made, said principal and surety bind themselves, their heirs, administrators, executors,
 successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed, and delivered this _____ day of _____ 2024.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said
 principal has entered into a written Agreement with **Riley County,**

Kansas as Owner, dated _____, 2024, for the furnishing of all materials and

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

Parallel Road Culvert Replacement
(Project No. C.7-0.0)

for the Owner, all in accordance with the Contract Documents for such work on file in the office of the
 Owner and in accordance with said Agreement, which is by reference made a part hereof.

NOW THEREFORE, if the said principal or the subcontractor or subcontractors of said principal shall
 pay all indebtedness incurred for supplies, material, or labor furnished, used, or consumed in
 connection with or in or about the Construction or making of the above described improvement;
 including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly
 in furtherance of such improvement, this obligation shall be void; otherwise, it shall remain in full force
 and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time,
 alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the
 Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does
 hereby waive notice of such change, extension of time, alteration or addition to the terms of the

Agreement or to the Work or to the Specifications and further agrees that this bond and its obligation thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the Contract Documents.

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

Ebert Construction Co., Inc.

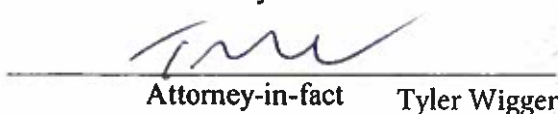
Principal



Lisa Diederich, Vice-President

Liberty Mutual Insurance Company

Surety



Attorney-in-fact

Tyler Wigger

This instrument shall be executed in four (4) copies, all considered as originals. Date of this instrument shall not be prior to date of the agreement. A certified copy of each agent's power-of-attorney must be attached to each copy hereon. OWNER shall file one copy with the Clerk of the District Court, in the district that the work is performed.

Attachment to "Contract" Between Riley County (hereinafter "County"), and
 _____ (hereinafter "Contractor").



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209702- 674003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kevin D. Kalish, Sophia Reyes, Tyler Wigger

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of March, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of March, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 800-898-0000 or email info@libertymutual.com

Attachment: Contract Agreement_POA Bonds_CLI_Ebert-Parallel Road (14577 : Contract Parallel Road Culvert Replacement)



CERTIFICATE OF LIABILITY INSURANCE

12/1/2024

DATE (MM/DD/YYYY)

3/4/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Insurance Company INSURER B: Ardellis Insurance Ltd. INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 1420915 EBERT CONSTRUCTION COMPANY, INC. 103 W. VALLEY STREET WAMEGO KS 66547	NAIC # 10677 16141

COVERAGES * **CERTIFICATE NUMBER:** 20340193 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	N	EPP 0670317	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	EBA0670317	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED: RETENTION \$	N	N	EPP0670317 715-1-10376-00-2023	12/1/2023 12/1/2023	12/1/2024 12/1/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC0670318	12/1/2023	12/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: PARALLEL ROAD CULVERT REPLACEMENT (PROJECT NO. C.7-0.0)

RILEY COUNTY PUBLIC WORKS ARE ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO LIABILITY IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION See Attachments

20340193
 RILEY COUNTY PUBLIC WORKS
 6215 TUTTLE CREEK BLVD
 MANHATTAN KS 66503

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

© 1988-2015 ACORD CORPORATION. All rights reserved.

Endorsement Effective 12:01 AM on: December 01, 2023
Policy Issued To: Ebert Construction Co., Inc
 PPK2628452-000

Form No.: PIC-EVCP-712 (07/22)
Part of Policy Number:

ENDORSEMENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION – BLANKET CERTIFICATE HOLDER

This endorsement modifies and is subject to the insurance provided under the following:

It is hereby agreed that Section **X. GENERAL CONDITIONS, E. Cancellation or Non-Renewal** is amended to include:

We shall endeavor to send written Notice of Cancellation to the scheduled certificate holder(s) as follows in accordance with the time frame described below in this endorsement:

1. (30) Days prior to the effective date of such cancellation; or
2. (10) Days prior to the effective date of such cancellation in the event of cancellation for non-payment of premium:

Scheduled Certificate Holder(s)

Those active certificate holders who were issued a certificate of insurance by the agent or broker of record which: (i) is applicable to this policy's term; and, (ii) states that a 30 day notice of cancellation will be provided to them; provided that:

1. the certificate holder's name and mailing address is on file with such agent or broker of record; and,
2. the agent or broker of record provides us with a list of such certificate holders and their mailing addresses within ten (10) days of us providing Notice of Cancellation to the first "name insured" on this policy.

Notwithstanding anything to the contrary elsewhere in this policy or any endorsement attached to this policy, mailing of Notice of Cancellation shall be sufficient notice of the intent to cancel or non-renew. Such Notice of Cancellation is solely for the purpose of informing the certificate holder of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy. Failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives nor prejudice our right to cancellation in any way.

All other policy terms and conditions remain unchanged.

Insurance, 3. Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under Section I - Supplementary Payments - Coverages A and B:

- a. Paragraph 1.b. is replaced by the following:

Up to the limit shown in Section B. Limits Of Insurance, 4.a. Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 1.d. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. Limits Of Insurance, 4.b. Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section B. Limits Of Insurance, 5. Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom

the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to Section II Who Is An Insured:

- (1) Any person(s) or organization(s) described in Paragraph 8.a.(2) of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph 8.a.(1) of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or

agreement.

exclusion does not apply to liability for

This

damages that the vendor would have in the absence of the contract or agreement;

- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- a) The exceptions contained in Paragraphs (c)(04) or 6) of this endorsement; or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (ii) This insurance does not apply to any insured person or organization:
- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
 - 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) State Or Governmental Agency Or Subdivision Or Political Subdivision -

Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (ii) The construction, erection or removal of elevators; or
 - (iii) The ownership, maintenance or use of any elevators covered by this insurance.
- (e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph 8.a.(1) of this endorsement, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph 8.a.(1) of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
 - (2) Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition 4. Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion 2.j. Damage To Property under Section I - Coverage A- Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section B.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy. This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "accident";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses.**

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

- a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - a. Overdue lease or loan payments;
 - b. Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Security deposits not refunded by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. SECTION V - DEFINITIONS is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily Injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: March 21, 2024

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2024-03 TBryan EAF (DOCX)
- 2024-03 PW SCassity EAF (DOCX)
- 2024-03 PW RAnaya EAF (DOCX)
- 2024-03 Fire Dep Chief of Admin EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Thomas Bryan**Status Change Date:** 03/26/2024**Status Change:** New Hire**Date of Hire:** 03/26/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** STIPEND**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** Douglas Russell**Department Head:** Russel Stuke

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-03 TBryan EAF (14603 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Scott Cassity**Status Change Date:** 03/15/2024**Status Change:** Separation**Date of Hire:** 03/15/2024**Seniority:** 11 Year(s), 11 Month(s)**Position:** Facility&Grounds II**Position Type:** Full-Time**Pay Range:** 6**Pay Type:** Hourly**Base Rate:** \$28.26**Annualized Pay:** \$58,780.80**Funds Codes:** 1-County General, 40- Public Works**Supervisor:** David Willis**Department Head:** John Ellermann

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-03 PW SCassity EAF (14603 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Rolando Anaya**Status Change Date:** 03/15/2024**Status Change:** New Hire**Date of Hire:** 04/08/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Facility&Grounds I**Position Type:** Full-Time**Pay Range:** 4**Pay Type:** Hourly**Base Rate:** \$19.79**Annualized Pay:** \$41,163.20**Funds Codes:** 1-County General, 40- Public Works, 81-Parks**Supervisor:** David Willis**Department Head:** John Ellermann

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-03 PW RAnaya EAF (14603 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Antonio Castillo**Status Change Date:** April 8, 2024**Status Change:** New Hire**Date of Hire:** April 8, 2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Deputy Chief of Administration Intern**Position Type:** Internship**Pay Range:** NA**Pay Type:** NA**Base Rate:** NA**Annualized Pay:****Funds Codes:** Riley Co Fire Dist #183**Supervisor:** Russel Stukey**Department Head:** Russel Stukey

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-03 Fire Dep Chief of Admin EAF (14603 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
March 25, 2024**

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

Press Conference Topics

Review Tentative Agenda

9:00 AM

Shelly Williams, Community Corrections Director

1. Staff update

9:15 AM

Lori Feldkamp, Big Lakes Developmental Center Director

2. Big Lakes Developmental Center update

9:30 AM

Press Conference

3. National weather service presentation - Laurie Harrison (2-3 minutes)
4. Presentation of retirement plaque to Shelly Williams - John Ford (3-5 minutes)

9:40 AM

Amanda Webb, Planning/Special Projects Director

5. Comprehensive Plan update

10:00 AM

Presidential Preference Primary Election Canvass

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session

10:35 AM

Elizabeth Ward, Human Resources Director

Attachment: 03-25-24 tentative agenda (14187 : Tentative Agenda)

7. Employee Policy Manual

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: 03-25-24 tentative agenda (14187 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
March 28, 2024**

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

Barry Wilkerson, County Attorney

1. Staff update

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

2. Administrative Work Session

9:35 AM

Cory Meyer, IT/GIS Director

3. Staff update

10:00 AM

Julie Gibbs, Health Department Director

4. Out of State Travel Request

10:05 AM

Vivienne Leyva, PIO

5. PIO update

10:20 AM

Elizabeth Ward, Human Resources Director

6. Employee Procedures Manual

10:50 AM

Evan McMillan, Assistant County Engineer

7. Bid Opening for 2024 Asphalt Overlay Program

Attachment: 03-28-24 tentative agenda (14187 : Tentative Agenda)

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

8. STR Enforcement

11:20 AM Anna Burson, Appraiser

9. Riley County Exempt Value

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: 03-28-24 tentative agenda (14187 : Tentative Agenda)



MUSEUM
Staff Update

Katharine Hensler
Museum Director
2309 Claflin Rd
Manhattan, KS 66502
Phone: 785-565-6490

STAFF REPORT

FROM: Katharine Hensler, Museum Director

MEETING: March 21, 2024

SUBJECT: Staff Report - Riley County Historical Museum

PRESENTER: Katharine Hensler, Museum Director

Riley County Historical Museum - Director's Report

March 21, 2024

1. Visitation and Tours:

Site Name	JAN 2024	FEB 2024
Museum	165	192
Goodnow House	31	52
Wolf House	49	22
Pioneer Log Cabin	0	0
Programs & Outreach	184	105
TOTAL	429	371

Volunteer Hours	JAN 2024	JAN 2024
General	38.5	53.0
RCHS Board of Directors	96	74.5
Community Service	0	6.5
TOTAL	134.5	134.0

2. Education and Outreach

February 13 - Fireside Chat - ***Love and Marriage on the Prairie***, 22 attended. This topic was also the focus of the February KMAN In-Focus radio show in January and is being turned into a temporary exhibit that will be installed in the County Courthouse.

Curator Highsmith and Director Hensler provided two off-site educational presentations in February - one to the Lions Club with 31 attendees (Eureka Lake/Electric Park) and one to the Welcome Club of Manhattan with 52 attendees (Kimble Castle).

Staff also provided specialized tours at the Museum and Goodnow House for the ESL group with Manhattan Area Technical College and for Dr. Knost and Rivera's Spanish Classes at KSU.

Sign-ups for 4th grade field trips at the Wolf House have begun. Currently, there are 487 student sign-ups and 34 of the 96 volunteer spots have been filled.

3. Collections:

Collections Numbers	JAN 2024	FEB 2024
Number of Collections Donated	5	10
Individual Items Donated	26	63
Backlogged Collections Processed	1	3
Backlogged Items Processed	37	83
Museum Acquisitions Processed	0	0

4. **Archives and Library** - Curator Glasglow managed six new incoming patron requests for the public and one from internal sources in the month of February. There was one appointment made to use the research library, and there was one walk-in patron. She continues to follow up with outstanding requests submitted previously.

Library and Archives Requests	JAN 2024	FEB 2024
Research (external)	12	6
Research (internal)	3	1
In-Person Appointments	2	1
Walk-In Appointments	1	1
TOTAL	18	9

5. **Building and Grounds** - The Museum staff are still actively cleaning out space in the Museum's workroom and temporary storage space. Approximately, 250 SF in temporary storage and 100 SF in the workroom have been cleaned out since the beginning of the year.

Issues with the track lighting systems in both of the exhibit galleries and the temporary and permanent storage areas continue. Staff have brought in portable lighting systems to assist.

6. **Staffing** - All three new As-Needed Museum Assistant positions have started and are doing well in their roles. Each serves as docent, guest services, and have been assigned individual assignments to support the curators.

The Museum is hosting two interns from KSU this semester. These are credit-based internships and not funded by County or Society funds. Kat Rieke comes from the Archaeology department and Alyson Youngers from the History department. They are both doing an excellent job and each have been assigned a semester project based upon their professional interests.

7. Upcoming Events

March 25 - RCHS Quarterly Meeting, ***Pre-Renovation Tour of the Wareham Opera House***, 5:30pm at 410 Poyntz Ave.

April 9 - Fireside Chat, ***The Banjo and its Masters***, with Derrick Doty at Flight Crew Coffee, 5:30-7pm

April 10 - RCHS Board of Directors Monthly Meeting, 3:30pm, RCHM Dallas Gallery

April 23 - RCHM Board of Trustees quarterly meeting, 4pm, RCHM Dallas Gallery

April 23 - RCHS Quarterly Meeting, ***The History of the First Congregational Church***, with Leo Schell, 6:30pm at 700 Poyntz Ave.

May 11 - ***Cemetery Restoration Workshop***, St. Joseph's Historic Church and Cemetery, 10am-2pm, Lower McDowell Creek Rd.,

Ongoing - Exhibit open at the Wolf House Museum, titled "*Forget Me Not: Funerals in Victorian Era Riley County*." The exhibit will remain until May 26 and is offered free and open to the public. The Wolf House is open on Saturdays and Sundays from 2-5pm or by appointment.

Enclosures:



EXTENSION
Report

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

STAFF REPORT

FROM: Gary Fike

MEETING: March 21, 2024

SUBJECT: Kansas Ag and Rural Leadership Tour of Brazilian Agriculture

PRESENTER: Gary Fike

County Extension Director Gary Fike will give a PowerPoint presentation of his recent trip to Brazil.

Enclosures:

- KARL Trip to Brazil (PDF)

KARL Trip to Brazil

GARY D. FIKE

COUNTY EXTENSION DIRECTOR

Brazilian Agriculture Tour – Tozan Farm

- ▶ Got its start in 1798 – tree in the background was there when the farm started
- ▶ Owned by the Iwasaki family Japanese (Mitsubishi) since 1927
- ▶ Coffee is their main product



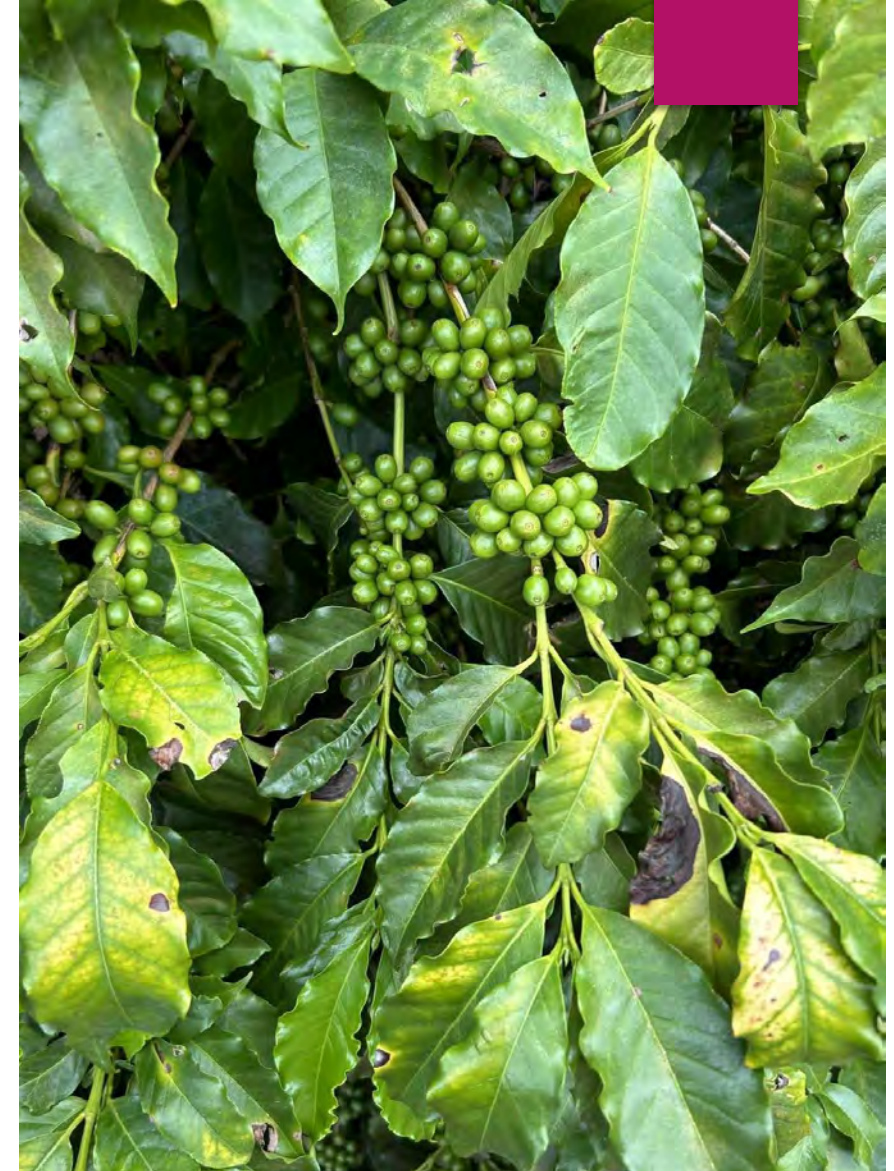


Home of the owner – Tozan Farm

- ▶ The home is now empty as the Japanese owner passed away just a few weeks prior to our visit.
- ▶ The large asphalt area in front of the house is a drying floor for coffee beans after harvest.

Coffee Production – Tozan Farms

- ▶ Brazil is the number 1 producer of coffee beans in the world
- ▶ The main type of beans grown here are Arabica beans
- ▶ They grow, harvest, and dry the beans; are generally roasted and processed elsewhere



Attachment: KARL Trip to Brazil (14600 : Staff Update - Brazilian Agricultural Tour)



Termite Mounds

- ▶ These are termite mounds in a pasture.
- ▶ They greatly decrease the area available for cattle grazing
- ▶ They are very hard, hard as rock and can be as high as 36" or so
- ▶ A result of overgrazing

Floriculture – Terra Viva Farms

- ▶ Dutch (Klaas) family came to Brazil from the Netherlands in 1959
- ▶ Settled in Holambra, or the “City of Flowers”
- ▶ 1,200 employees
- ▶ Potatoes, bulbs, cereal grains, flowers, ornamental plants, oranges, seedlings and eucalyptus



Floriculture



Another Coffee Plantation

- ▶ Gentleman in the center is the owner/operator of Nova Cintra Farm; dates to 1901. Over 1900 acres with 500 in coffee.
- ▶ Very well spoken, though not in English!
- ▶ Had a coffee tasting shop on the farm. I bought a package and it was probably the smoothest cup of coffee I have ever drank!



Attachment: KARL Trip to Brazil (14600 : Staff Update - Brazilian Agricultural Tour)

Coffee Bean Harvesting

- ▶ The vertical “brushes” knock the beans off of the coffee tree/bush.
- ▶ Drop into the conveyors on the side and are augered up into a storage tank.
- ▶ Beans are spread out on a drying floor before shipping to the roasters.



Orange Groves



16.a

Attachment: KARL Trip to Brazil (14600 : Staff Update - Brazilian Agricultural Tour)

Oranges

- ▶ Brazil is the largest grower of oranges in the world





Overlook of several hundred acres of oranges

- ▶ Oranges are harvested throughout the entire growing season

Sao Paulo University

- ▶ Large agricultural college in Sao Paulo.
- ▶ KSU has had several students come here for advanced degrees in agronomy; three of them with our tour group.



Attachment: KARL Trip to Brazil (14600 : Staff Update - Brazilian Agricultural Tour)

Administration Building at Sao Paulo



Soybeans, Corn & Rice Farm – Fazenda Santa Monica Farm

- ▶ Sinop, Mato Grosso – Dalmolin family
- ▶ 5,000 acre plus farm
- ▶ Formerly covered with trees
- ▶ 1980's Brazilian government opened it up to settlers/farmers, who cleared the land, sold the lumber and began farming
- ▶ 100% No Till
- ▶ Soybeans averaged 72 bushels per acre; rainfall 60-80" per year



John Deere and Case IH Equipment

- ▶ Farm equipment very similar to farms you'd see in the Midwest.
- ▶ Fence all around the farmsteads with barbed wire or razor wire on top; Rottweilers as guard dogs
- ▶ Family had been robbed twice of all their chemicals



Attachment: KARL Trip to Brazil (14600 : Staff Update - Brazilian Agricultural Tour)

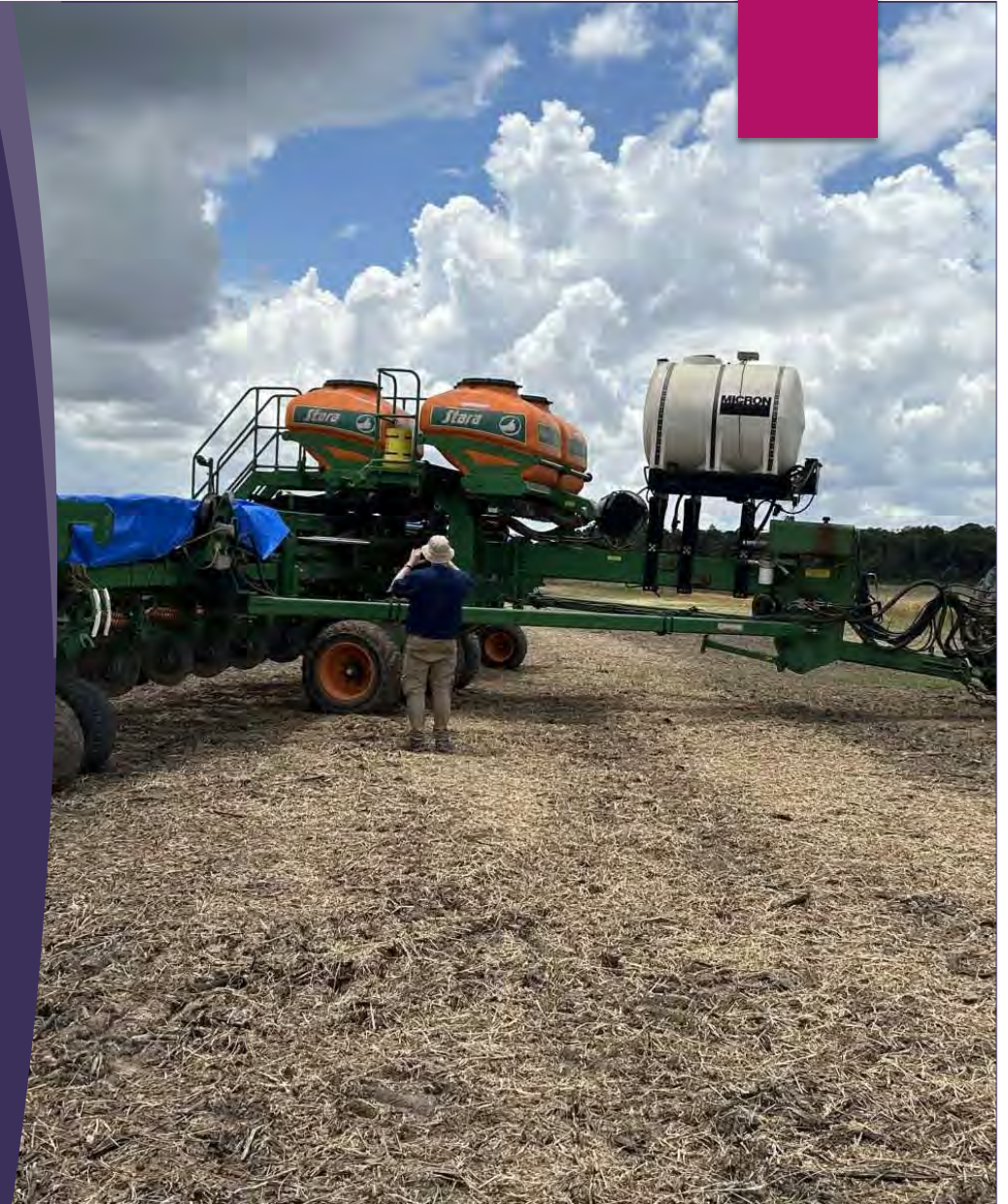
Fazenda Farm

- ▶ Machine shed
- ▶ Lots of equipment
- ▶ Very friendly people; a farmer is a farmer and likes to share their story



Planting

- ▶ Again, similar equipment
- ▶ In some areas, 365 frost free days
- ▶ Farm almost year around
- ▶ Plant and harvest corn or beans, and go right back in
- ▶ Deep, well-drained, reddish-colored soils; very low in pH; need a lot of lime



Soybean Harvest

- ▶ Large equipment, as found here in the US
- ▶ Soybeans were ready for harvest, others still green and growing all at the same time!
- ▶ Due to wet environment, fungicide applications are needed to prevent diseases; up to six applications per growing season.



Trucks!

- ▶ Brazil has almost non-existent rail service, intracountry.
- ▶ Most all field crops are trucked out rather than by rail service to ports/terminals
- ▶ This farm had two, 45' JD and one 40' JD combine harvesting beans with grain carts and trucks.



Brazilian Beef

- ▶ We had a couple of buffet eating experiences, and while not fine dining, I would have expected higher quality beef!
- ▶ Most of their beef is grass-fed, and heavily influenced by Bos Indicus breeds, which are NOT known for tenderness.



Brazilian Feedlot – Confinamento

- ▶ 5,000 head; calves brought in from the north
- ▶ Nellore cattle; white; bos indicus-type (Brahman)
- ▶ Feed all intact bulls; no steers or heifers
- ▶ Working facility alleyway/snake; 8' high solid concrete walls to the chute
- ▶ Sophisticated health program
- ▶ Diet: distiller's grain, grass silage, and a little corn





Brazilian Feedlot

- ▶ Pens were flat
- ▶ Windbreak around the backside
- ▶ Concrete bunks, but no “apron”



Processing barn



Ration for Feedlot Cattle

- ▶ Ration was grass silage, distiller's grains and some corn
- ▶ Concrete, fence-line feedbunks; with no concrete apron



Mule Barn for the Feedlot

TACK ROOM AND STORAGE IN ADDITION TO INDIVIDUAL STALLS



Pen Riders Used Mules

- ▶ More sure footed than horses
- ▶ Cowboy used a long sorting stick to make them line up for a picture!

Iguacu Falls





Angus/Red Angus Farm/Ranch

Angus Ranch/Soybean Farm

There WAS good beef in Brazil, further south with more cattle that are predisposed to great eating experience! Cabanha Soldera – grassfed cattle production. Also sell Angus, Brangus, and Red Angus bulls to other cow-calf producers.

This is where the beef was VERY good!



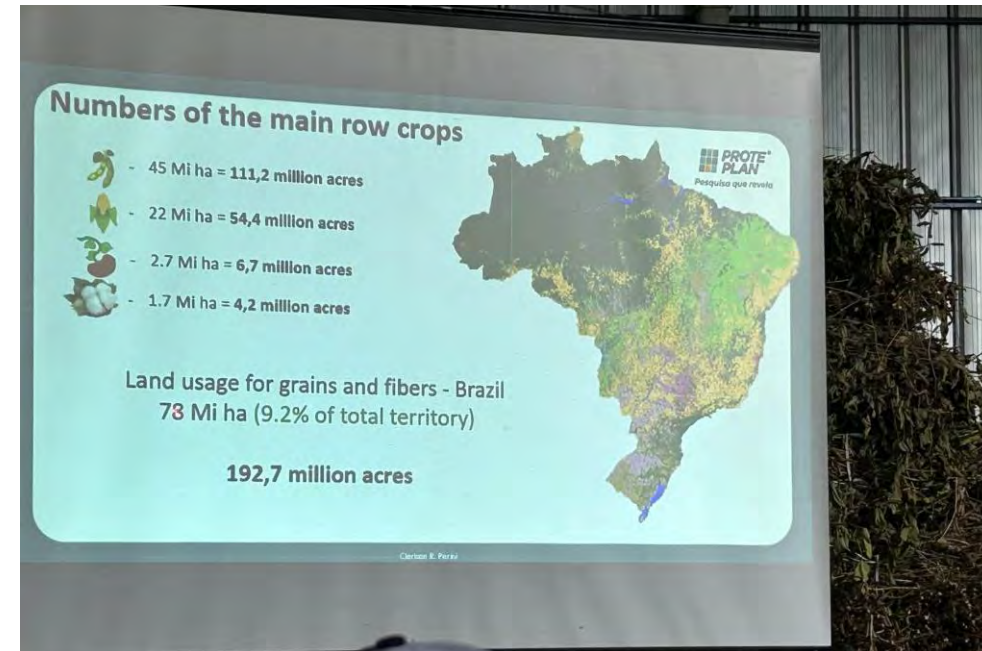
Brazilian Agriculture in a Nutshell

Largest soybean, coffee, and orange producing country in the world.

They are big on sustainability

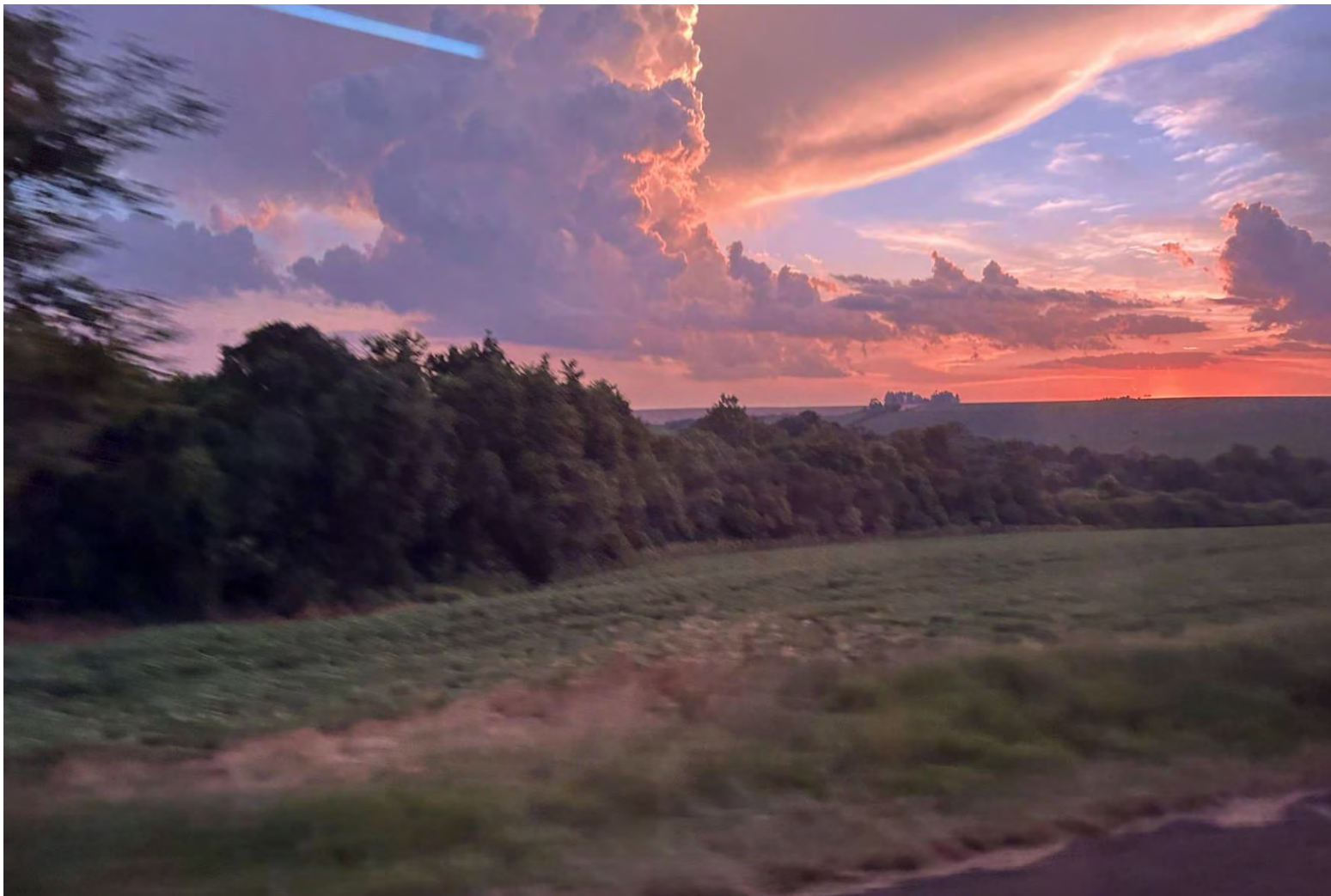
Slide reads: only 9.2% of the land is used for corn, cotton, dry beans and soybeans

Much of the crop research is carried out by corporations or entities other than the universities. Producers pay for this.





Attachment: KARL Trip to Brazil (14600 : Staff Update - Brazilian Agricultural Tour)



How Did This Picture Get in Here?





EMS/AMBULANCE
Personnel

David Adams
EMS/Ambulance
Director
2011 Claflin Rd
Manhattan, KS 66502
Phone: 785-539-3535

COMMISSION AGENDA REPORT

FROM: David Adams, EMS/Ambulance Director

MEETING: March 21, 2024

SUBJECT: Request To Fill Open Position

PRESENTER: Josh Gering, EMS/Ambulance Asst. Director

BACKGROUND

This is a request to fill an open full time Paramedic position within the EMS/Ambulance department.

DISCUSSION

This is a budgeted full time Paramedic position which was recently vacated. This position provides direct patient care and is assigned to an ambulance and is also responsible for working event standbys.

FISCAL IMPACT

This is a budgeted position with no adverse effects to our budget. Failure to fill this opening will result in increased overtime costs as this position must be staffed when assigned to a shift.

RECOMMENDATION(S)

Staff recommend approval 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:

- #PAF paramedic(DOCX)

RILEY COUNTY POSITION ACTION FORM

Job Created By

Posted on Career Page

County of Riley



David Adams on 02/22/2024

Internal Position Details (not displayed on job posting)

Company

Riley County, KS

Position Template

EMS/Ambulance Paramedic [EMSPAR]

Work Location

Job ID

2262797

Salary

\$20.98-\$22.23, \$76,430.14

Supervisor Position

No

Pay Grade

Paramedic [Paramedic]

EEO Class

Technicians [3]

Workers Compensation

7705 [7705]

Cost Center 1

County General [1]

Cost Center 2

EMS/Ambulance [20]

Cost Center 3

--

1 Job Slot

EMS/AMB-1

Supervisor: David Adams

Department Head: David Adams

☒ No changes to Position or Budget☒ Position Description attached

Total annual hour: 3160

☒ Budgeted☐ New or updated position description☐ New request for budget (details attached)

Salary: \$82,256.40

Budget for Benefits: \$ 32,491.28

Total proposed annual budget: \$114,747.68

Additional Position Comments: _____

BoCC Chair

Date:

BoCC Member

Date:

BoCC Member

Date:



PLANNING & DEVELOPMENT
Public Hearing

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

RESOLUTION

FROM: Bob Isaac, Planner

MEETING: March 21, 2024

SUBJECT: Replat Lots 288, 289, 290 and 291 of Addition No. 1 to University Park, into one (1) lot.

PRESENTER: Bob Isaac, Planner

BACKGROUND

See staff report.

DISCUSSION

See staff report.

FISCAL IMPACT

None is anticipated

ALTERNATIVES

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

RECOMMENDATION(S)

On March 11, 2024, the Riley County Planning Board heard the request and approved the Final plat of Maple Heights Addition, a replat of Lots 288, 289, 290 and 291 of Addition No. 1 to

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

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Maple Heights Addition, a replat of Lots 288, 289, 290 and 291 of Addition No. 1 to University Park into a single lot, as it was determined that it meets the minimum requirements of Riley County Land Development Regulations and Sanitary Code.

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

- A. Motion to approve Resolution 032124-____ acknowledging the approved Final Plat of Maple Heights Addition, a replat of Lots 288, 289, 290 and 291 of Addition No. 1 to University Park into a single lot, and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that it meets the requirements of the Riley County Land Development Regulations and Sanitary Code.

Or

- B. Motion to sign Resolution 032124-____ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Maple Heights Addition, a replat of Lots 288, 289, 290 and 291 of Addition No. 1 to University Park, as it has been determined that it does not meet the requirements of the Riley County Land Development Regulations and Sanitary Code.

ATTACHMENT(S):

- Staff report
- Maps
- Excerpt of Planning Board minutes

Enclosures:

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



PLANNING & DEVELOPMENT

STAFF REPORT

Replat

PETITION: #24-003

APPLICANT: Danielle A. Maple
7213 Mound Ridge Rd.
Manhattan, KS 66503

PROPERTY OWNER: Danielle A. Maple
7213 Mound Ridge Rd.
Manhattan KS 66503

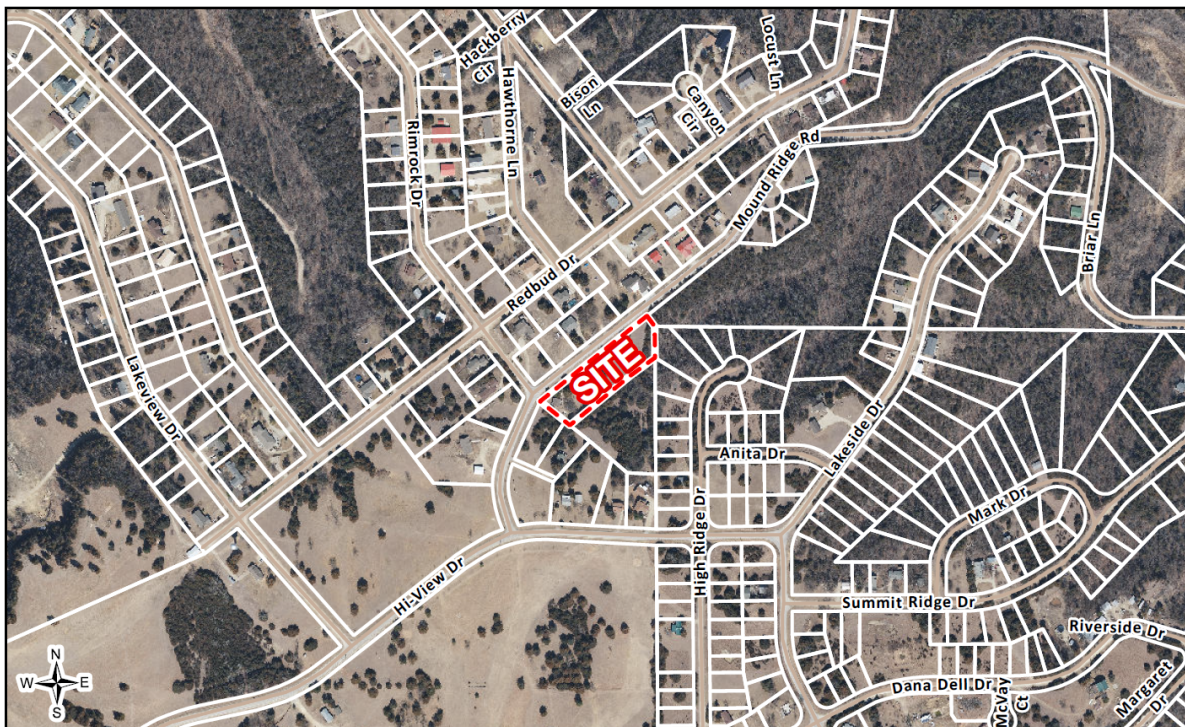
REPRESENTATIVE: Robert Wayne Lambert
7213 Mound Ridge Rd.
Manhattan, KS 66503

REQUEST: Replat Lots 288, 289, 290 and 291 of Addition No. 1 to University Park, into one (1) lot.

SIZE OF TRACT: The subject site is approximately 1.49 acres.

LOCATION: Generally located approximately 540 feet north of Hi View Drive, on the east side of Mound Ridge Road (in University Park); Section 12, Township 8 South, Range 6 East; Sherman Township.

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



BACKGROUND: The subject property was originally platted as Lots 288, 289, 290, and 291 of Addition No. 1 to University Park in December 1963 and later zoned residential during the 1974 Zoning Conversion Process (see below). The applicant wishes to combine the aforementioned lots into a single lot in order to build an accessory structure. There is not a request or a requirement to rezone the property at this time.

DESCRIPTION:

Physical site characteristics: The subject site consists of four (4) platted lots, with Lot 291 developed with single family residence and Lot 290 developed with a 16x16 accessory structure. The remainder of the subject property is vacant, with a mix of mature cedar trees and grass.

General character of the area: The general character of the area is a mix of very low-density suburban residential developed and undeveloped lots.

SUITABILITY OF ZONING:

Zoning History: The property was zoned A-1 (Single Family Residential) (Petition #2) during the Zoning District Conversion of 1974. The name of the zoning district was changed January 2022 to SF-2 (Single Family Residential) with the adoption of the Riley County Land Development Regulations.

Current Zoning: The subject property is currently zoned SF-2 (Single Family Residential). There are no variances, special uses or conditional uses associated with the site.

SURROUNDING ZONING/LAND USE		
	ADJACENT ZONING	LAND USE
NORTH	SF-2 (Single Family Residential)	Residential
SOUTH	SF-2 (Single Family Residential)	Residential
EAST	SF-2 (Single Family Residential) SF-3 (Single Family Residential)	Private park; vacant residential
WEST	SF-2 (Single Family Residential)	Residential

POTENTIAL IMPACT:

Public Facilities and Services:

Streets and bridges: The subject property has direct access to Mound Ridge Road, a paved two-lane local road maintained by the county.

Water and sewer: The site is served by central water and central sewer through University Park (county benefit district).

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

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

COMMENTS AND CONCERNS:

ENVIRONMENTAL HEALTH: The Riley County Environmental Health Specialist has reviewed the request and found it to be in compliance with the Sanitary Code.

COUNTY ENGINEER: The County Engineer has reviewed the request and reported no concerns.

EMERGENCY MANAGEMENT: Riley County Emergency Management has reviewed the request and reported no concerns.

TOWNSHIP TRUSTEE: A Development Review Memo was sent to the Township Trustee; there was no response received.

RILEY COUNTY PLANNING BOARD

On March 11, 2024, the Riley County Planning Board heard the request and approved the Final plat of Maple Heights Addition, a replat of Lots 288, 289, 290 and 291 of Addition No. 1 to University Park into a single lot, as it was determined that it met the minimum requirements of Riley County Land Development Regulations and Sanitary Code.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Maple Heights Addition, a replat of Lots 288, 289, 290 and 291 of Addition No. 1 to University Park into a single lot, as it was determined that it meets the minimum requirements of Riley County Land Development Regulations and Sanitary Code.

ACTION NEEDED FOR PLAT:

A. Motion to approve Resolution 032124-___ acknowledging the approved Final Plat of Maple Heights Addition, a replat of Lots 288, 289, 290 and 291 of Addition No. 1 to University Park into a single lot, and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that it meets the requirements of the Riley County Land Development Regulations and Sanitary Code.

Or

B. Motion to sign Resolution 032124-___ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Maple Heights Addition, a replat of Lots 288, 289, 290 and 291 of Addition No. 1 to University Park, as it has been determined that it does not meet the requirements of the Riley County Land Development Regulations and Sanitary Code.

ATTACHMENTS:

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

Prepared by: Bob Isaac, Planner
March 14, 2024



VICINITY AND SITE

Maple
#24-003
Replat
Maple Heights Addition
12-8-6

 1000' Buffer
 Site



Attachment: Staff Report (14591 : Maple Heights Addition)



SURROUNDING ZONING

Maple

#24-003
Replat

Maple Heights Addition

12-8-6

1000' Buffer
 Site

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

Attachment: Staff Report (14591 : Maple Heights Addition)



FIRE STATIONS

Maple

#24-003
Replat

Maple Heights Addition

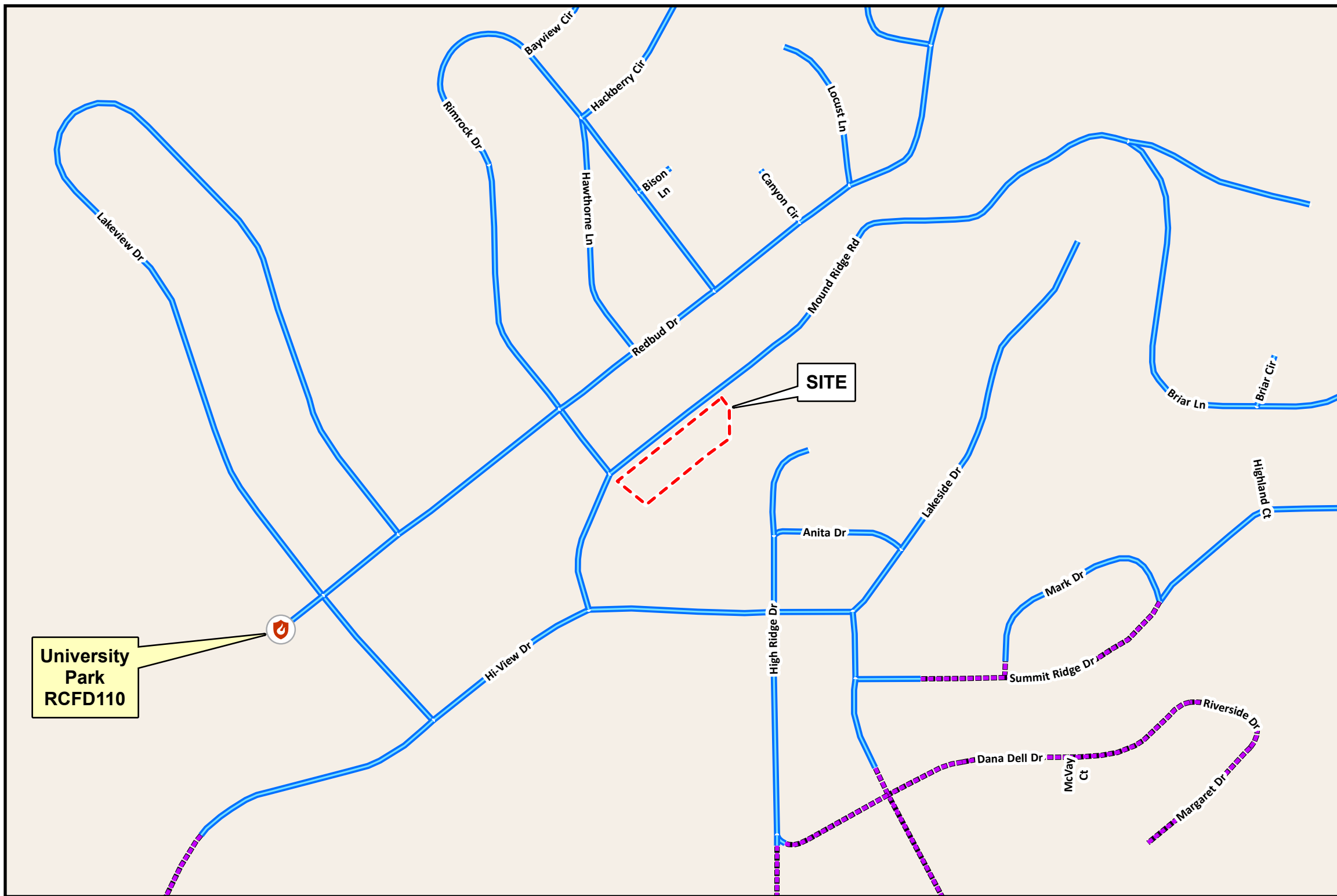
12-8-6

 Fire Stations

ISO Rating

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

Attachment: Staff Report (14591 : Maple Heights Addition)



FINAL PLAT
MAPLE HEIGHTS ADDITION
A REPLAT OF LOT 288, 289, 290, 291
IN ADDITION NO. 1 TO UNIVERSITY PARK

OWNER'S CERTIFICATE

STATE OF KANSAS) SS:
COUNTY OF RILEY)

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

THE UNDERSIGNED, AS SUCH OWNER, DO HEREBY STATE THAT ALL STREET RIGHTS-OF-WAY AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC. WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO RILEY COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

GIVEN UNDER MY HAND AT _____, KANSAS, THIS ____ DAY OF _____, 2024

DANIELLE A. MAPLE, OWNER

NOTARY CERTIFICATE

STATE OF KANSAS) SS:
COUNTY OF RILEY)

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

NOTARY PUBLIC

SEAL MY APPOINTMENT EXPIRES: _____

CERTIFICATE OF RILEY COUNTY PLANNING BOARD

STATE OF KANSAS) SS:
COUNTY OF RILEY)

APPROVED THIS ____ DAY OF _____
A.D. 20____ RILEY COUNTY PLANNING BOARD

CHAIR _____

CERTIFICATE OF THE COUNTY COMMISSION

STATE OF KANSAS) SS:
COUNTY OF RILEY)

APPROVED THIS ____ DAY OF _____
A.D. 20____

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY

CHAIR _____ COMMISSIONER _____
COMMISSIONER _____ ATTEST: COUNTY CLERK _____

CERTIFICATE OF THE REGISTER OF DEEDS

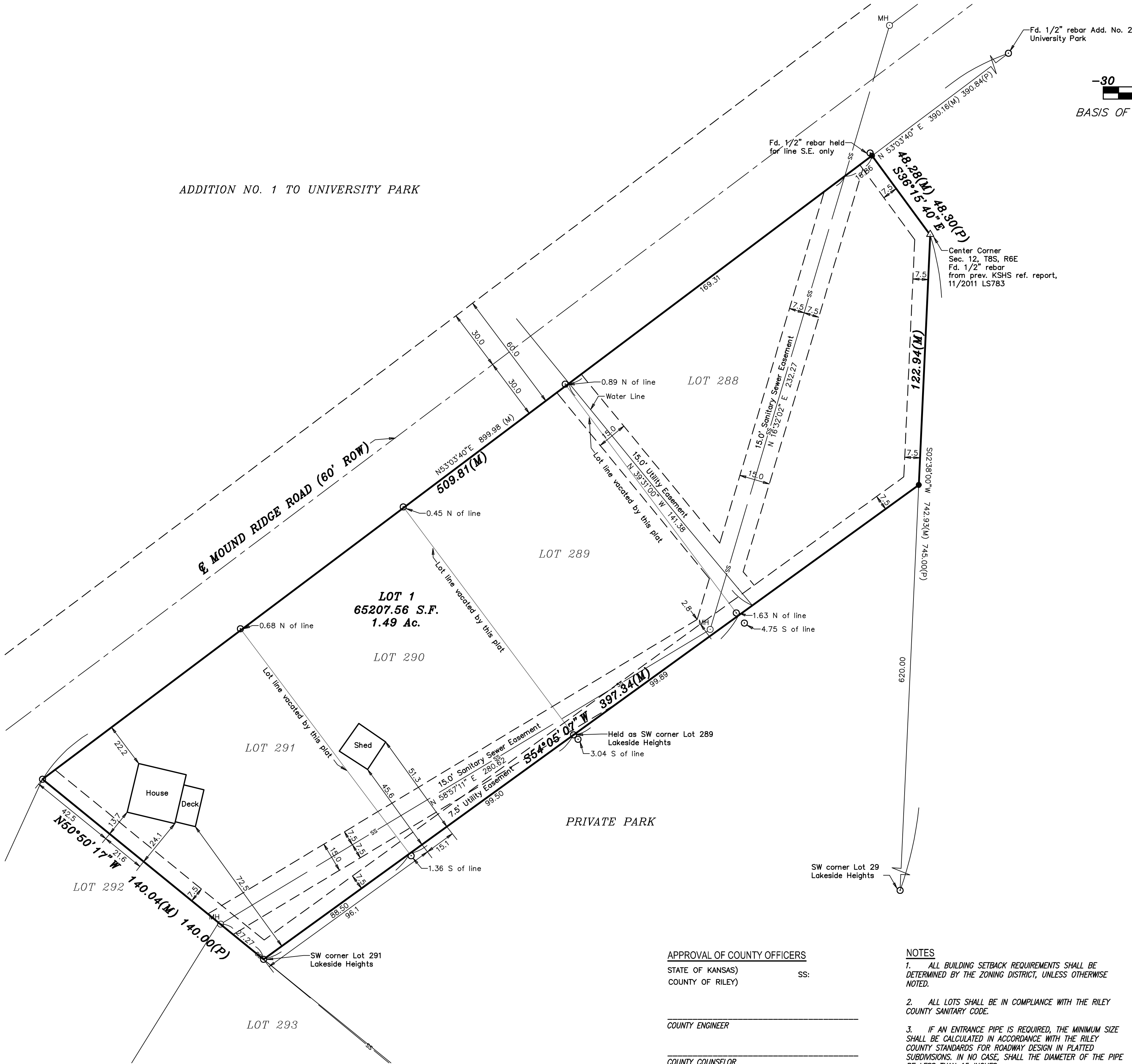
STATE OF KANSAS) SS:
COUNTY OF RILEY)

THIS INSTRUMENT WAS FILED FOR RECORD ON THE ____ DAY OF _____ A.D. 20____
AT ____ O' CLOCK ____ M. AND DULY RECORDED IN BOOK ____ ON PAGE ____

REGISTER OF DEEDS

DEPUTY

ADDITION NO. 1 TO UNIVERSITY PARK



APPROVAL OF COUNTY OFFICERS

STATE OF KANSAS) SS:
COUNTY OF RILEY)

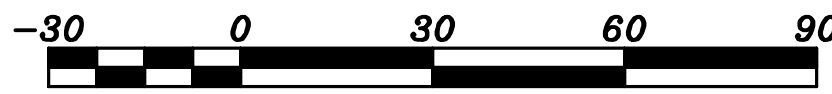
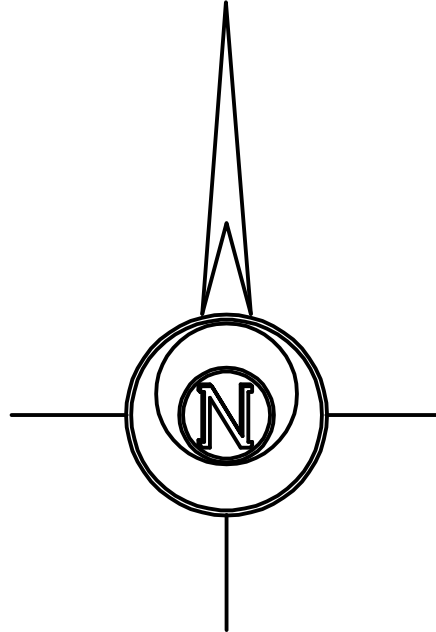
COUNTY ENGINEER

COUNTY COUNSELOR

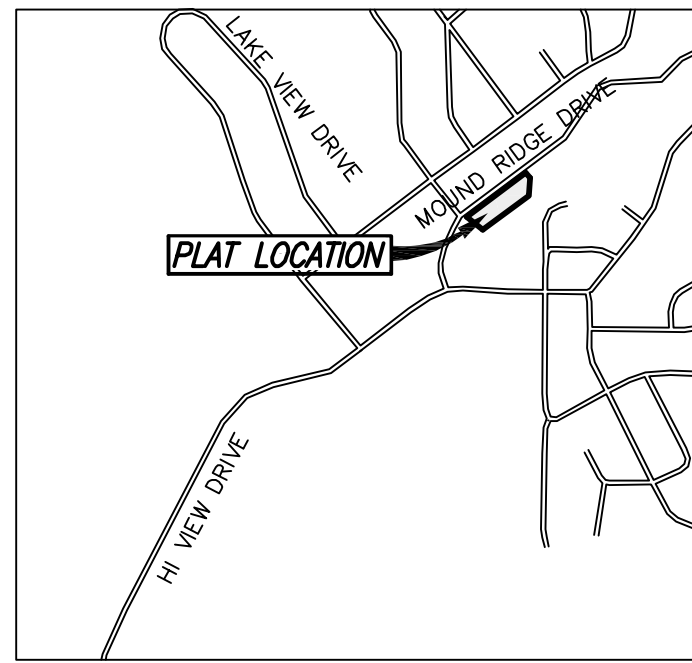
DIRECTOR OF PLANNING AND DEVELOPMENT

NOTES

- ALL BUILDING SETBACK REQUIREMENTS SHALL BE DETERMINED BY THE ZONING DISTRICT, UNLESS OTHERWISE NOTED.
- ALL LOTS SHALL BE IN COMPLIANCE WITH THE RILEY COUNTY SANITARY CODE.
- IF AN ENTRANCE PIPE IS REQUIRED, THE MINIMUM SIZE SHALL BE CALCULATED IN ACCORDANCE WITH THE RILEY COUNTY STANDARDS FOR ROADWAY DESIGN. IN PLATTED SUBDIVISIONS, IN NO CASE, SHALL THE DIAMETER OF THE PIPE BE LESS THAN 15 INCHES.
- PROPERTY OWNERS(S) IS/ARE REQUIRED TO MAINTAIN ALL PUBLICLY GRANTED DRAINAGE EASEMENTS, NATURAL OR NON-NATURAL STRUCTURES OR VEGETATIVE BARRIERS (INCLUDING BUT NOT LIMITED TO TREES, SHRUBBERY, BERMS, FENCES, AND WALLS) ARE PROHIBITED WITHIN PUBLICLY GRANTED OR PUBLICLY DEDICATED DRAINAGE EASEMENTS.



BASIS OF BEARING = NAD 83 KANSAS SOUTH ZONE



VICINITY MAP
(NOT TO SCALE)

LEGEND

- Sectional Monument Found
- Survey Monument Found
- 5/8" x 24" Iron Rebar Set w/G.S.S. Cap
- Fence
- Mail Box
- Sanitary Sewer Manhole
- Power Pole
- Underground Telephone Pedestal
- Water Meter
- Water Valve
- Measured
- Platted

DIGSAFE:

UTILITY LOCATIONS SHOWN HEREON ARE BASED ON INFORMATION RECEIVED FROM KANSAS ONE-CALL (1-800-DIG-SAFE) IDENTIFIED BY TICKET #23623348 ON NOV 13, 2023. BEFORE ANY DIGGING, CONTRACTOR SHOULD VERIFY UTILITY LOCATIONS BY CALLING 1-800-DIG-SAFE.

LEGAL DESCRIPTION

LOTS TWO HUNDRED EIGHTY-EIGHT (288), TWO HUNDRED EIGHTY-NINE (289), TWO HUNDRED NINETY (290), TWO HUNDRED NINETY-ONE (291), ADDITION NO. 1 TO UNIVERSITY PARK, A SUBDIVISION OF RILEY COUNTY, KANSAS.

SUBJECT TO ALL PUBLIC ROADS, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND CONDITIONS, IF ANY, NOW OF RECORD.

UTILITY NOTE

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

FLOODPLAIN INFORMATION

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

RILEY COUNTY PLAT REVIEW SURVEYORS CERTIFICATE

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

APPROVED: _____

DATE: _____

LICENSE: _____

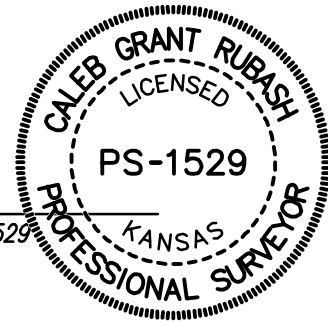
SURVEYOR'S CERTIFICATE

STATE OF KANSAS) SS:
COUNTY OF RILEY)

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

GIVEN UNDER MY HAND AND SEAL AT MANHATTAN, KANSAS THIS THE ____ DAY OF _____, A.D. 2024.

CALEB G. RUBASH, P.S. 1529



Prepared For: DANIELLE MAPLE		Description: A REPLAT OF LOTS 288 THRU 291 ADDITION NO. 1 TO UNIVERSITY PARK RILEY COUNTY, KANSAS	
Prepared By: GSS HUTCHINSON 2908 North Plum St. 67502 Ph. 620-665-7032 (Main Office)		BRANCH OFFICES: MANHATTAN Ph. 785-320-4810 MCPIERSON Ph. 620-241-4441 SALINA Ph. 785-404-6302 WICHITA Ph. 316-260-9933	
Drawn By: RJR	Scale: 1"=30'	Date of Field Work: 12/28/2023	Job No: G2023-873
Checked By: CGR	Date: 03/1/2024	Sheet 1 of 1 Sheet(s)	

EXCERPT OF MINUTES

RILEY COUNTY PLANNING BOARD

March 11, 2024

Page 1

Maple – Replat

Chairman Wienck opened the public hearing at the request of the Danielle A. Maple, petitioner, and owner, to replat Lots 288, 289, 290 and 291 of Addition No. 1 to University Park, into one (1) lot, located in Sherman Township, Section 12, Township 8 South, Range 6 East, in Riley County, Kansas.

Bob Isaac presented the request. Mr. Isaac cautioned the Planning Board stating that it was their role and responsibility to make a finding that the Final Plat meets the minimum requirements of subdivision regulations, found in the Riley County Land Development Regulations. He said the subject property was originally platted as Lots 288, 289, 290, and 291 of Addition No. 1 to University Park in December 1963 and later zoned residential during the 1974 Zoning Conversion Process. He said the applicant wishes to combine the lots into a single lot in order to build an accessory structure. He said there was not a request or a requirement to rezone the property with this action.

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

Chairman Wienck opened the public hearing and asked if the applicant wanted to speak.

Robert Lambert stated he lives at 7213 Mound Ridge Dr, Manhattan, KS. He stated they would like to replat to build an additional structure for storage. Mr. Lambert said they are within all the county guidelines and regulations.

Chairman Wienck asked if there were any proponents. There were none.

Chairman Wienck asked if there were any opponents.

James Slaymaker stated he lives at 11126 Lakeview Drive, owns property at 7200 Moundridge Road and currently serves as president of the University Park Improvement District Board. He said University Park and its residents are not against replatting property. He said many of us have done it to build homes and secondary structures and plan to continue the practice. He said the majority of the residents that attended the last University Park Board meeting requested the University Park Board represent the community to protest the Maple replat request due to the reason behind the request. He said if approved, it will allow a donkey on Maple's property.

Mr. Slaymaker stated the donkey will be a secondary effect from land use that negatively impacts University Park properties. He stated that is why he is here as a Board member. He explained University Park owns three acres of private park adjacent to the Maple property and believes the replat would negatively affect growth and traditional use by our community.

Mr. Slaymaker stated the Maple property is currently in violation of the Riley County Land Development Regulations with a donkey located on it. He said when he notified Riley County Planning & Development of the donkey, fenced on the Maple property. He said he was

Attachment: RCPB Minutes (14591 : Maple Heights Addition)

informed that they were aware and assisting her in replatting to comply with Riley County regulations, which is their job. He said Planning & Development is allowing this to continue until this replatting request is approved or denied.

Mr. Slaymaker said the Riley County Planning Board does implementation of the comprehensive plan and through the adoption of appropriate land development regulations, protects landowners from any adverse impacts associated with development occurring on neighboring properties, preventing secondary effects from land use that could negatively affect nearby properties.

He said this community believes that the Maple replat request should be denied to prevent the secondary effect of livestock on the property. He stated livestock is inappropriate and outside the bounds of traditional use of our properties. He said their property values will diminish due to the unsightly presence of livestock, manure smell, and donkey noise. He said when conflicts arise, third parties, in the case of University Park “regulations are not intended to revoke or repeal easements, covenants or other private agreements.” He said this replat approval will require University Park Board to fund legal action to enforce the amended covenants and restrictions dated June 12, 2001; Item 6. – “No livestock shall be kept on any lots.” He said this financial hardship on our residential community would only be needed if you approve this replat request. He said Planning & Development, in his opinion, should not have moved forward with this request to replat the Maple property, allowing her to comply with the Riley County regulations while in violation of University Park covenants.

Mr. Slaymaker said development standards are to protect and enhance residential neighborhoods, commercial districts, and rural areas by encouraging physical development that is of high quality and is compatible with the character, scale and function of the surrounding area. He asked the Board, when you vote on approving or denying the Maple replat, are you protecting and enhancing our residential community from future livestock encroachment? He stated that owning property directly across Moundridge Road, this replat will negatively affect my family with a financial hardship of lower property value, lower quality life, increased noise pollution and potential odor of livestock manure.

Mr. Lambert said they have had the donkey on the property since last year. He said as far as livestock, University Park is surrounded by farmland with cows on it. He said you can hear cow sounds.

Eric Peck moved to close the public hearing. Jack Platt seconded. Carried 5-0.

Erick Peck confirmed that this request is to combine lots, not what uses are allowed.

Rita Cassida confirmed with staff that one stock animal is allowed per acre. She said livestock is illegal per the covenants which are not enforced by the County.

Joe Gelroth said the replat meets current regulations. He said the issue seems to be with the community, the covenants that do not allow livestock and should the county get involved.

Rita Cassida stated the County doesn’t allow livestock on the property today and asked Mr. Isaac to explain it.

Bob Isaac explained that with the previous zoning regulations, livestock was only allowed in the large-lot single family residential zoning districts (SF-4 and SF-5), which made more sense due

to the 2-acre minimum lot size for those districts. He said that although the use limitation was always “one stock animal per acre; .75-acre rounded up to an acre”, with the adoption of the Riley County Land Development Regulations and the addition of “residential livestock”, having stock animals was not limited to any particular district or districts. He said as long as the property met the size standard, folks could have one or more stock animals.

Mr. Isaac also explained that the subject property was currently in violation of the zoning regulations due to having a stock animal on a substandard sized lot. He explained that Planning and Development utilizes several different strategies to work with people to abate a violation; one of which is to go through the formal process to correct the infraction.

Mr. Isaac also explained that the role of the Board when it comes to replatting is not to necessarily focus on the reason or reasons for the requested action. He said that replatting is not a quasi-judicial action, but a finding that the replat meets or does not meet the minimum requirements of the subdivision regulations. He explained that by replatting, the current accessory structure located on the property will be on the same lot as the principal structure bringing it into compliance with the current regulations.

Mr. Isaac stated he empathizes with the University Park community, but this is a replat. He stated there have been several replats before that were subject to restrictive covenants. He said in one situation, the one covenant being violated was the subdivision of a lot. He said Planning and Development was instructed by legal staff to go through the hearing process regardless of the restrictive covenant, as it was the right of the property owner to be heard by the Board and the platting process was not bound by restrictive covenants. He said the enforcement of restrictive covenants is done privately.

Jack Platt stated he agreed with Joe and the Board should not get involved with neighborhood covenants. He said the request has met all the requirements of the regulations.

Joe Gelroth moved to approve the Final Plat of Maple Heights Addition, as it was determined it met the minimum requirements of the Riley County Land Development Regulations and Sanitary Code. Eric Peck seconded. Carried 4-0 with Rita Cassida abstaining.

Mr. Isaac announced that the Board of County Commissioners would hear the request on March 21, 2024 at 10:30 am, in the County Commission Chambers.

RESOLUTION NO. 032124-**A RESOLUTION APPROVING THE MAPLE HEIGHTS ADDITION PLAT AND
ACCEPTING THE STREET RIGHTS OF WAY, EASEMENTS AND LICENSES AS
SHOWN TO BE DEDICATED ON SAID PLAT**

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

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

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

WHEREAS, the Riley County Planning Board, after appropriate notice, conducted a public hearing on March 11, 2024; and

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

WHEREAS, all required signatures have been obtained.

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

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

ADOPTED this 21st day of March, 2024

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

John Ford, Chair

Greg McKinley, Vice Chair

Kathryn Focke, Member

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: Resolution (14591 : Maple Heights Addition)



REGISTER OF DEEDS
Staff Update

Amy Manges
Register of Deeds
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6340

STAFF REPORT

FROM: Amy Manges, Register of Deeds

MEETING: March 21, 2024

SUBJECT: Year-To-Date Revenue

PRESENTER: Amy Manges

Enclosures:

- BOCC Report - March 2024 (DOC)

TO: Board of County Commissioners
FROM: Amy Manges, Register of Deeds
DATE: March 21, 2024
SUBJECT: 2024 Year-To-Date Revenue

The following is a brief summary of revenue figures through 3:00 p.m., March 18, 2024 with comparable year-to-date information for 2023:

	<u>2023</u>	<u>2024</u>
Total Mortgage Amount (Indebtedness)	\$79,014,487	\$78,852,917
Recording Fees	\$53,991	\$58,960
Heritage Trust Fund	\$3,974	\$4,335
Register of Deeds Tech Fund	\$7,948	\$8,670
Treasurer Tech Fund	\$1,987	\$2,168
Clerk Tech Fund	\$1,987	\$2,168
Copy Fees	\$4,293	\$5,715
Total Year-To-Date Revenue	\$74,180	\$82,016

Note: There is a \$30,000 per year limit on what is transferred to the state for the Heritage Trust Fund. Any amount over \$30,000 will be transferred to County General at the end of the year.

<u>Plats</u>	<u>2023</u>	<u>2024</u>
Total Plats Filed	5	4
Total Platted Lots	10	7

Estimated 2024 Revenue

Recording Fees = \$300,000
Heritage Trust Fund = \$25,000
Copy Fees = \$25,000
Total = \$350,000

Register of Deeds Tech Fund = \$50,000

Attachment: BOCC Report - March 2024 (14605 : Year To Date Revenue)

Staff Update:

- Recorded 1,031 documents compared to 975 in 2023
- Rescanning books 239 – 332 from years 1953 thru 1969
- Attended Government Day and Coffee at the Capitol
- Cross training employees and sending them to training as available
- Updating COOP and emergency kits
- Tracking daily revenue loss due to changes in filing and mortgage registration fees.
Year to date revenue lost in 2024 due to fee changes totals \$150,957



HEALTH DEPARTMENT
Personnel

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

COMMISSION AGENDA REPORT

FROM: Kaylyn Speth
MEETING: March 21, 2024
SUBJECT: RCHD request for approval to hire full time WIC Dietitian
PRESENTER: Julie Gibbs

BACKGROUND

The Riley County WIC Program provides nutrition assessment, counseling, and education by Registered and Licensed Dietitians to income-eligible women, infants, and children. Nutrition Education is the program benefit that sets WIC apart from other assistance programs as federal regulations require that nutrition education be at no cost to participants and provided in a manner that meet the clients cultural, nutritional, and household needs. Federal regulations also require that WIC applicants are seen within 10-20 calendar days based on category and Local Agencies meet 98% of their assigned caseload given by the State Agency.

In August of 2020, Kaylyn Speth was promoted from WIC Dietitian to WIC Supervisor. Due to caseload associated with the pandemic and needs of the clinic, the WIC Dietitian position was not filled. However, programmatic flexibilities and intensive outreach efforts have led to a caseload increase of 20%. The strain of the increased caseload has led to the WIC Supervisor stepping into clinic more than the recommended amount to meet federal regulations. The additional client load increases the administrative time needed as well as limits time available for outreach and nutrition education initiatives beyond the clinic setting.

DISCUSSION

With support from the State WIC Office, the Riley County WIC Program would like to reopen the WIC Dietitian position that was not previously filled to have a full-time shared between the Fort Riley and Manhattan WIC offices. This would be a 40 hour/week position.

The WIC Supervisor, Health Department Administrator, and HR have been in communication to update the WIC Dietitian job description and review program needs. The State WIC Office also reviewed the updated job description and approved.

The Kansas WIC Office does not have a “standard” WIC Dietitian to participant ratio, but when comparing across similar and neighboring counties this is the data:

Riley County

July 2020: 440 clients per WIC Dietitian

August 2020: 556 clients per WIC Dietitian* month of reduction in WIC Dietitian FTE

FFY2023: 650 clients per WIC Dietitian

If added an additional WIC Dietitian: 520 clients per WIC Dietitian

Other Clinics (as of December 2023):

475 clients per WIC Dietitian

270 clients per WIC Dietitian

385 clients per WIC Dietitian

FISCAL IMPACT

There is no fiscal impact to the county. The addition of the WIC Dietitian position is approved by the State Agency to add to the FFY 2024 Budget.

If approved starting June 1st, the fiscal impact to the WIC program would be:

June 1, 2024-December 2024= salary \$37,201.20 plus benefits \$14,694.47 totaling 2024 cost of \$51,895.67

January-December 2025 = salary \$69,368 plus benefits \$27,400.36 totaling 2025 cost of \$96,768.36

These costs would continue to be included in the annual budget for FFY 2025.

RECOMMENDATION(S)

Staff recommend approving the updated WIC Dietitian Job Description and to hire a full-time WIC Dietitian.

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:

- Dietitian Position Description (PDF)
- PAF dietician (DOCX)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Jot Title:	WIC DIETITIAN	
Department:	Health Department	Division: WIC
Reports to:	WIC Supervisor	
Pay Range:	14	Status: Full-time
FLSA Status:	Non-Exempt	

POSITION SUMMARY: The WIC dietitian assesses the eligibility and nutrition status of participants.

ESSENTIAL FUNCTIONS:

- Accurately obtains heights & weights, and obtains hemoglobin using WIC standards.
- Assesses nutrition status anthropometrics, and biochemical data.
- Develops nutrition care plans and completes documentation in a timely manner.
- Provides culturally appropriate nutritional counseling to promote risk factor resolution.
- Ensures breastfeeding-friendly environment promoting positive attitude towards breastfeeding.
- Maintains lesson plans and initial evaluations for nutrition education classes, interactive displays, and self-study modules.
- Implements the Nutrition Services Plan (NSP) for the agency with input from staff
- Manages nutrition education handouts inventory. Obtains usage approval for nutrition education materials as needed
- Participates in development and updating of local breastfeeding policies and procedures including provision of breast pumps to WIC clients.
- Completes quarterly reports and yearly clinic BFPC program self-monitoring form.
- Develops orientation and ongoing training to staff on breastfeeding and support issues.
- Supervises vendors on benefit redemption, including allowed WIC foods, vendor submission of product information and UPC/PLU numbers, and minimum stock requirements.
- Provides training to WIC vendors.

SECONDARY FUNCTIONS:

- Educates WIC Clients and caregivers on the dangers of alcohol, tobacco and drug use.
- Reviews charts quarterly to assure that nutrition services meet guidelines.
- Trains and guides volunteers, students, and new employees as assigned.
- Provides guidance on special formulas. Ensures that non-rebate formula is authorized.
- Participates in emergency response health department efforts as needed
- Interfaces with other Health Department activities.
- Sanitizes clinic room and toys daily
- Identifies local/regional breastfeeding referrals for WIC clients.
- Performs other duties as assigned.

POSITION REQUIREMENTS:

Education: Bachelor's Degree in Dietetics, Nutrition or related field

License(s)/Certification(s): Registration by the Commission on Dietetic Registration (CDR) of the American Dietetic Association (RD), Dietetic Licensure by the State of Kansas (LD) Valid driver's license and good driving record. Maintain required credentialing and BLS certification provided at secondary location at Irwin Army Community Hospital.

Experience: Experience in public health nutrition and breastfeeding promotion desirable.

Skills: Strong interpersonal skills required. Experience working with diverse populations required.

Ability to compose quality correspondence. Ability to ensure work is completed in an efficient and timely manner. Ability to communicate clearly and concisely, both orally and in writing. Ability to work independently with minimal supervision and to use good judgment. Excellent interpersonal skills are required in working with clients, professional organizations, fellow employees, and the public, especially when dealing with difficult people. Ability to work well under pressure, to multi-task, and to accept responsibility for independent decisions and actions taken.

Proficient in English. Bilingual English/Spanish is helpful.

Conforms to HIPAA privacy regulations specific to position. The dietitian creates and records PHI, has authority to use the following categories of PHI for treatment: patient demographics, scheduling information, and medical reports. Disclosures are allowed as necessary for treatment to providers and/or Business Associates or as required by law. May need to interact with the following departments for allowable access to PHI: Primary Care, Immunizations, Family Planning, M&I.

Physical Demands: The physical demands described represent those required to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee is required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; talk or hear, some driving. The employee must regularly lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, color vision.

Work Environment: The work environment described represents that encountered while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Most work is one-on-one care, speaking over the telephone, and data entry. May come in contact with bodily fluids and sharp objects.

This public health facility is a smoke free environment.

The duties listed above are intended only as illustrations of the types of work performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment of the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

- Submitted by Julie Gibbs on 03/19/2024 at 07:51 AM
- Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)

Company Riley County, KS	Position Template Dietitian [DIETITN]	Work Location Health Department/EMS
Job ID 2318576	Salary 29.51-32.07/hour	Supervisor Position No
Pay Grade RANGE 14 [RANGE 14]	EEO Class Technicians [3]	Workers Compensation 8832 [8832]
Cost Center 1 Health Department [30]	Cost Center 2 HD-WIC [412]	Cost Center 3 --
1 Job Slot DIETITI-1		

Supervisor:

☐ No changes to Position or Budget

☐ Budgeted

☒ New request for budget (details attached)

Department Head:

☐ Position Description attached

☒ New or updated position description

Total annual hours: 2080

Salary: \$66,705.60 Budget for Benefits: \$26,348.71 Total proposed annual budget: \$93,054

Additional Position Comments: _____

BoCC Chair

Date: _____

BoCC Member

Date: _____

BoCC Member

Date: _____



HEALTH DEPARTMENT
Personnel

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

COMMISSION AGENDA REPORT

FROM: Jacob Clarke

MEETING: March 21, 2024

SUBJECT: RCHD Public Health Clinic request to extend medical clerk position through December 2024.

PRESENTER: Julie Gibbs

BACKGROUND

Riley County Health Department (RCHD) has sought to pare pandemic staffing levels of its Public Health Clinic (PHC) over the past two years. During this time, RCHD has achieved a 25% reduction in PHC staff (12-9), including a 40% reduction in clerical staff.

During this transition, a temporary, part-time, non-exempt clerical position (rated at 0.75 FTE) has been identified as necessary for extension.

Today, RCHD requests the extension of that position through CY 2024, paid entirely through workforce development funds granted by the Centers for Disease Control and Prevention (CDC) and the Kansas Department of Health and Environment (KDHE).

DISCUSSION

As the first and final touchpoint for PHC patients, the clerical team is responsible for ensuring quality and timely care.

While instituting walk-in hours in March 2021 has led to increased patient satisfaction, it has consequently resulted in much more dynamic traffic patterns in the PHC. This will be a significant challenge for two clerical staff to address satisfactorily. This is especially true during the critical respiratory virus immunization season when the PHC encounters a disproportionate share of its annual traffic.

The PHC has found it necessary to utilize a third part-time public health clerk to help increase traffic throughput during peak hours.

Currently the position is scheduled to end on June 30, 2024. The request is to extend the position through Dec 20, 2024; 13 pay periods for a total of 780 hours.

The Health Department plans to ask the BoCC to approve this position as a budgeted position for 2025.

FISCAL IMPACT

This extension, projected to cost \$21,928.56, will be entirely funded through the KDHE Transforming Kansas Public Health (Workforce Development) Grant, a subgrant of the CDC's Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems grant.

No county funds are requested for this extension.

RECOMMENDATION(S)

RCHD recommends extending the part-time, temporary clerical position through CY 2024, funded entirely by a public health workforce development grant.

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:

- Medical Clerk position description (PDF)
- #PAF medical clerk (DOCX)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	MEDICAL CLERK	
Department:	Health Department	Division: Clinic
Reports To:	Clinic Supervisor	
Pay Grade:	5	Status: Full Time Temporary with Option to Extend
FLSA Status:	Non-Exempt	

POSITION SUMMARY: The Medical Clerk is responsible for data entry, filing, directing telephone calls, and multiple clerical/receptionist duties. Work requires good judgment, multi-tasking and professionalism. This person provides cheerful, helpful reception to all and register/check-in clients.

ESSENTIAL FUNCTIONS:

- Operate office equipment to fulfill the duties of typing, filing, photocopying, and facsimile communication as required.
- Sort and distribute daily mail in order to facilitate replies.
- Record and relay accurate messages to facilitate communications within the office and with the general public.
- Greet and disseminate information to the public as instructed.
- Check-out clients/money collection/receipt writing.
- Separate completed charts following clinic (i.e., filing, consults, doctor's signature, etc.)
- Schedule appointments for patients.
Send out appropriate forms to clients prior to appointment for family planning exams, COVID19 testing and vaccination, and immunization or physical assessment appointments.
- Answer phones and provide accurate information to public
- Participate in COVID19 pandemic and other emergency response efforts.
- Assist with COVID19 testing and vaccination data entry and reporting requirements.
- Conform to HIPAA privacy regulations specific to position held.
- Other duties as assigned.

SECONDARY FUNCTIONS:

- Ensure copy machine, computer, and other equipment is in working order. Coordinates for service repairs.
- Coordinate packing and paperwork for health department satellite clinics.
- Attends staff meetings.

POSITION REQUIREMENTS:

Education: A high school diploma or GED required.

License(s)/Certification(s):

Experience: At least 1- year medical receptionist office experience required. Experience with the operation of specialized office equipment, particularly computers is required. Recent experience in medical billing and coding is helpful. Appropriate combination of education and training may be considered in lieu of the required experience.

Skills: Demonstrated ability in typing and knowledge of basic or commonly used office rules, procedures and operations. Must have ability to work with the public. Must understand and demonstrate basic computer skills. Bilingual English/Spanish is helpful.

Attachment: Medical Clerk position description (14606 : RCHD request to extend medical clerk position)

Supervisory Controls: The employee plans and carries out the successive steps and handles problems and deviations in the work assignment in accordance with instructions, policies, previous training, or accepted practices.

Guidelines: Procedures for doing the work have been established and a number of specific guidelines are available.

Complexity: The decision regarding what needs to be done depends upon the analysis of the subject, phase, or issues involved in each assignment, and the chosen course of action may have to be selected from many alternatives.

Scope and Effect of Work: The work involves the execution of specific rules, regulations, or procedures and typically comprises a complete segment of an assignment or project of broader scope.

Personal Contacts: The personal contacts are with employees, and outside the organization. People contacted generally are engaged in different functions and kinds of work performed for the county. Also a substantial number of contacts are made with members of the general public.

Purpose of Contacts: The purpose is to obtain, clarify or give facts or information regardless of the nature of those facts. The facts or information may range from the easily understood to the highly technical. Distributing and providing educational information is included.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit; use hands to finger, handle, reach with hands and arms; talk and hear with both ears. The employee must occasionally lift/pushes/pulls 20-50lbs, frequently lifts up of 10-25lbs and constant lift of up to 10lbs. Specific vision abilities include close vision and color identification.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to a normal noise level.

Approved: _____ Date: _____
(Supervisor)

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment of the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirement of the job change.

Attachment: Medical Clerk position description (14606 : RCHD request to extend medical clerk position)

Requisition Approval Process

- Submitted by Julie Gibbs on 03/19/2024 at 07:53 AM
- Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)

Company Riley County, KS	Position Template Medical Clerk [MEDCLK]	Work Location
Job ID 2103089	Salary \$19.98-\$22.59	Supervisor Position No
Pay Grade RANGE 5 [RANGE 5]	EEO Class Paraprofessionals [5]	Workers Compensation 8832 [8832]
Cost Center 1 --	Cost Center 2 --	Cost Center 3 --
1 Job Slot MEDICAL-1		

Supervisor:

☐ No changes to Position or Budget

☐ Budgeted

☒ New request for budget (details attached)

Department Head:

☒ Position Description attached

☐ New or updated position description

Total annual hours: 780

Salary: 17,620.70 Budget for Benefits: \$6,959.98 Total proposed annual budget: \$24,580.68

Additional Position Comments: Current approval ends June 30, if approved will be filled by incumbent

BoCC Chair

Date:

BoCC Member

Date:

BoCC Member

Date:

Attachment: #PAF medical clerk (14606 : RCHD request to extend medical clerk position)



HEALTH DEPARTMENT
Travel Request

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

COMMISSION AGENDA REPORT

FROM: Skylar German

MEETING: March 21, 2024

SUBJECT: Request for out of state travel for PHEP Coordinator to attend the Health Promotion Conference

PRESENTER: Julie Gibbs

FISCAL IMPACT

All costs will be covered with funds through the Regional PHEP grant.

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:

- outofstateskylar (PDF)

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Skylar German DEPARTMENT: Administration

POSITION TITLE: Public Health Emergency Preparedness Coordinator DATE REQUESTED 3/7/24

FUND: Regional PHEP Funds

Travel From: Manhattan, KS Date: 4/9/2024

Travel To: Hilton Head, South Carolina Date: 4/12/2024

Purpose of Travel: Art & Science of Health Promotion Conference

Mode of Travel: Common Carrier ☒ Riley County Vehicle ☐ Privately Owned Vehicle ☐

☐ Administratively determined to be to the advantage of Riley County

☐ Not to exceed the cost of common carrier including food and lodging

Mileage rate of _____

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	Mileage to airport, parking fees, and airfare Flight - \$352.95 Mileage To/From MCI - \$174.23	527.18
Lodging	Hotel lodging for duration of trip at Conference rate excluding applicable taxes	772.56
Meals	All meals at per diem rate	236.00
Registration/Fees	Conference Registration	895.00
Other		

Total Estimated Travel Costs: 2430.74

Requested by:  Date: 3/7/24

Approved by: _____

Department Head:  Date: 3/19/24

Chairman: _____ Date: _____

Board of County Commissioners

Attest: _____ Date: _____

Riley County Clerk

Attachment: outofstateskylar (14604 : Out of State Travel Request)



AGENDA
JOINT CITY/COUNTY/COUNTY MEETING
City Commission Room
City Hall
1101 Poyntz Avenue
Manhattan, KS 66502

Thursday, March 21, 2024
4:00 P.M.

1. [Food and Farm Council Update](#) (Vickie James, Food and Farm Council of Riley County and Manhattan Coordinator)
2. Konza Prairie Community Health Center Report (Danielle Hallgren, Chief Executive Officer, Konza Prairie Community Health Center)

Attachment: 032124 Agenda-Ci (14029 : Joint City/County/County Agenda)



This meeting is being held in the City Commission Room at City Hall, 1101 Poyntz Avenue, Manhattan, KS 66502. Public participation is solicited without regard to race, sex, familial status, military status, disability, religion, age, color, national origin, ancestry, sexual orientation, or gender identify. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodation to participate in this meeting, or those requiring language assistance (free of charge) should contact the City of Manhattan ADA Coordinator, Robyn Dreher, no later than forty-eight (48) hours prior to the meeting, at (785) 587-2443 or 7-1-1 (Relay).