



**Board of Riley County
Commissioners
Regular Meeting
Agenda
May 09, 2022**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Proclamation - National Public Works Week - May 15-21, 2022
4. Highway Use Permit, Miller Pipeline, LLC
5. Sign Riley County Personnel Action Form(s)
6. Discuss Joint City/County/County Meeting

Review Minutes

7. Board of Riley County Commissioners - Regular Meeting - May 5, 2022 8:30 AM

Review Tentative Agenda

8. Tentative Agenda

Press Conference Topics

9. Discuss Press Conference

9:00 AM

Rich Vargo, County Clerk

10. Year to date budget and expenditure reports

9:15 AM

Amanda Webb, Planning/Special Projects Director

11. Approve the Presby Advanced Enviro-Septic (AES) Wastewater System for use in Riley County

9:30 AM

Press Conference

12. National Public Works Week Proclamation - Greg McKinley and John Ellermann (3-5 minutes)
13. 2021 Second Half Real Estate/Personal Property Taxes Due - Shilo

Heger (2 minutes)

9:45 AM Allana Parker, Museum Director and Dawn Munger, Curator of Collections

14. Riley County Historical Museum Staff Update

10:00 AM John Ellermann, Public Works Director/County Engineer

15. Public Works Project Update
16. Request to fill an open Equipment Operator II Position
17. University Park - Consultant Agreement

10:40 AM Clancy Holeman, Counselor/Director of Administrative Services

18. Administrative Work Session
19. Pending County Projects County Counselor
20. Executive session to discuss a performance matter involving non-elected personnel

11:00 AM Clancy Holeman, Counselor/Director of Administrative Services

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

Adjournment

Announcements

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

A commissioner will be on In Focus live at 9:05 a.m. Tuesday, May 10, 2022 (GM).

The Board of County Commissioners will not be in session May 12th.

The Leaders Retreat will be held May 12th and May 13th.

22. A Special Law Enforcement Agency Meeting will be held today at 4:00 p.m. in the City Commission Meeting Room, 1101 Poyntz Avenue.

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



PUBLIC WORKS
Proclamation

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

COMMISSION AGENDA REPORT

FROM: Shannon Sterling

MEETING: May 9, 2022

SUBJECT: Proclamation - National Public Works Week - May 15-21, 2022

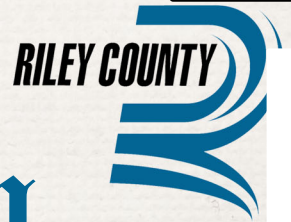
PRESENTER: John Ellermann, Director of Public Works

POSSIBLE MOTION(S)

Move to approve the Proclamation for National Public Works Week - May 15-21, 2022.

Enclosures:

- 2022 Proclamation (PDF)



Proclamation

NATIONAL PUBLIC WORKS WEEK May 15 – 21, 2022

WHEREAS, public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of Riley County, Kansas; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from state and local units of Government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, sewage and refuse disposal systems, public buildings, and other structures and facilities essential to serve our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the United States of America to gain knowledge of and to maintain a progressive interest and understand the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association;

NOW, THEREFORE LET IT KNOWN, that the Board of County Commissioners of Riley County, Kansas, do hereby urge Riley County Citizens to join with representatives of Riley County Public Works, the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and economy.

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

CHAIRMAN

MEMBER

ATTEST:

RICH VARGO
Riley County Clerk

MEMBER



PUBLIC WORKS
Permit

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

COMMISSION AGENDA REPORT

FROM: Shannon Sterling, Administrative Assistant II

MEETING: May 9, 2022

SUBJECT: Highway Use Permit, Miller Pipeline, LLC

PRESENTER: John Ellermann, PE, Director of Public Works

BACKGROUND

Miller Pipeline, LLC is requesting permission to work in the right of way to perform maintenance on gas lines for Kansas Gas Services. Work has already been completed along Rannells Road, Deibler Road, and Messenger Road. Additional work outlined in the application will take place along Pride Drive, Crestline Drive, K Lane, and McDowell Creek Road.

RECOMMENDATION(S)

Staff recommends approval of the Highway Use Permit as presented

POSSIBLE MOTION(S)

Move to approve the Highway Use Permit granting the Miller Pipeline, LLC permission to complete the work as outlined on the Permit.

The Board agreed by consensus to

Enclosures:

- 05.02.22_Miller Pipeline LLC_Multiple Roads (PDF)

**Riley County Public Works Department
Highway Use Permit - Document Management Form**

Project Number: KGS Gas Lines

Requesting Party: Miller Pipeline, LLC., P.O. Box 34141, Indianapolis, IN 46234

Processing Procedure: Date and initial completed steps.

1. The public works department sends a copy of the document management form and permit to Operations Manager (OM) & Assistant County Engineer for recommendation.

Comments: Ensure all areas are backfilled, re-establish elevations and repair the existing right of way profiles within the work area. Maintain proper traffic control procedures during construction. **PROPERLY REPAIR ANY DAMAGE TO ROCK OR ASPHALT SURFACES.**

Signature:  5/4/2022

2. The public works department sends a copy of Highway Use Permit to Township for recommendation. Township will call Public Works with any recommendations, if applicable.

Comments: "Our only request is that they [Miller Pipeline, LLC.] make sure that any patch work done is packed back in so we don't need to make any repairs." Shaun Linenberger, Manhattan Township Trustee.

The public works department attaches document management form to permit and gets recommendation signature from County Engineer. If recommended proceed by submitting scanned .pdf file (to include: Doc. Management Form and Original Highway Use Permit, with County Engineer signature and any additional maps or pages) to Minute Traq for scheduling of Commission meeting agenda. Place "Sign Here" post-it on original and deliver original to County Clerk's designated employee. Keep one copy here for our files.

Date _____ by _____

3. County Clerk via Minute Traq schedules permit to be signed by Chairman during next BOCC business meeting.
4. BOCC Chairman signs and dates permit. County Clerk produces **2** copies of permit including attached maps and sends to Administrative Clerk Public Works the **next business day**. County Clerk keeps original.
5. The public works department distributes copies of permit received from County Clerk.

CC: Petitioner	☐
Operations Manager	☐
Township Trustee: _____	(if on Township Road) ☐
Highway Use Permit filed with Document Management Form attached	☐

Date _____ by _____

Submitted by: _____

Date Submitted: _____

Attachment: 05.02.22_Miller Pipeline LLC_Multiple Roads (12117 : Highway Use Permit)

Permit No. _____

APPLICATION FOR HIGHWAY USE PERMIT

Riley County, Kansas

Miller Pipeline LLC
Applicant Name

General
Type of Construction

PO BOX 34141
Applicant Mailing Address

Indianapolis
City

IN
State

46234
Zip

Applicant hereby requests permission to Maintenance on gas lines
along and/or across the public roads of Riley County, Kansas, according to the details and route shown on the attached plans and standards for said construction.

A \$100 Application Fee and a detailed map of location (include an aerial when possible) are required. — Please See Maps attached

In support of its application, the Applicant states it is in the best interest of the residents of Riley County to allow construction of said facility. In addition, Applicant agrees as follows:

- Facility shall be installed in conformance with all items on approved plans, pertinent national codes/standards and the Riley County Highway Use Permit Requirements and Procedures. Any request for variance shall be an addendum to this application. Any utility sharing facilities with another entity is required to obtain a separate Highway Use Permit for their installation.
- A refundable deposit as specified in the Riley County Highway Use Permit Requirements and Procedures, made payable to Riley County, Kansas, shall accompany this application to guarantee satisfactory performance of the conditions of this permit.
- The County Engineer and/or the Township Trustee shall have the authority to require any needed repairs resulting from such construction in the road right-of-way for a period of one year from date of completed construction.
- In the event of road improvement or maintenance within the right-of-way, the applicant or its assigns will be responsible for the relocation of the facility at no cost to Riley County or the Township.
- Applicant shall notify the County Engineer at least 2 business days prior to the beginning of construction and upon completion of construction at 785-537-6330.
- It is understood, the work shall commence within three (3) months of the permit approval and be completed within thirty (30) days of the estimated duration of construction otherwise, the permit becomes null and void, unless an extension of time is approved.
- Applicant further represents it shall comply with and abide by any rule, regulation or condition of the permit made by the County Engineer and/or the Township Trustee.

Submitted by: M. Yousif 4-25-2022
Submitter's signature Date
Mohamed Yousif - Staff Accountant
Printed Name & Title
317-653-5254 Miller Pipeline LLC
Submitter's Telephone Number Contractor Name
Mohamed.Yousif@millerpipeline.com 317-293-0278
Submitter's Email Address Contractor Telephone Number
4/25/2022 4/29/2022
Proposed Date of Construction Estimated Duration of Construction

RECOMMENDED BY: _____
Riley County Engineer

Permit granted this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

Chairperson

OFFICE USE ONLY:

Application Fee: \$100.00

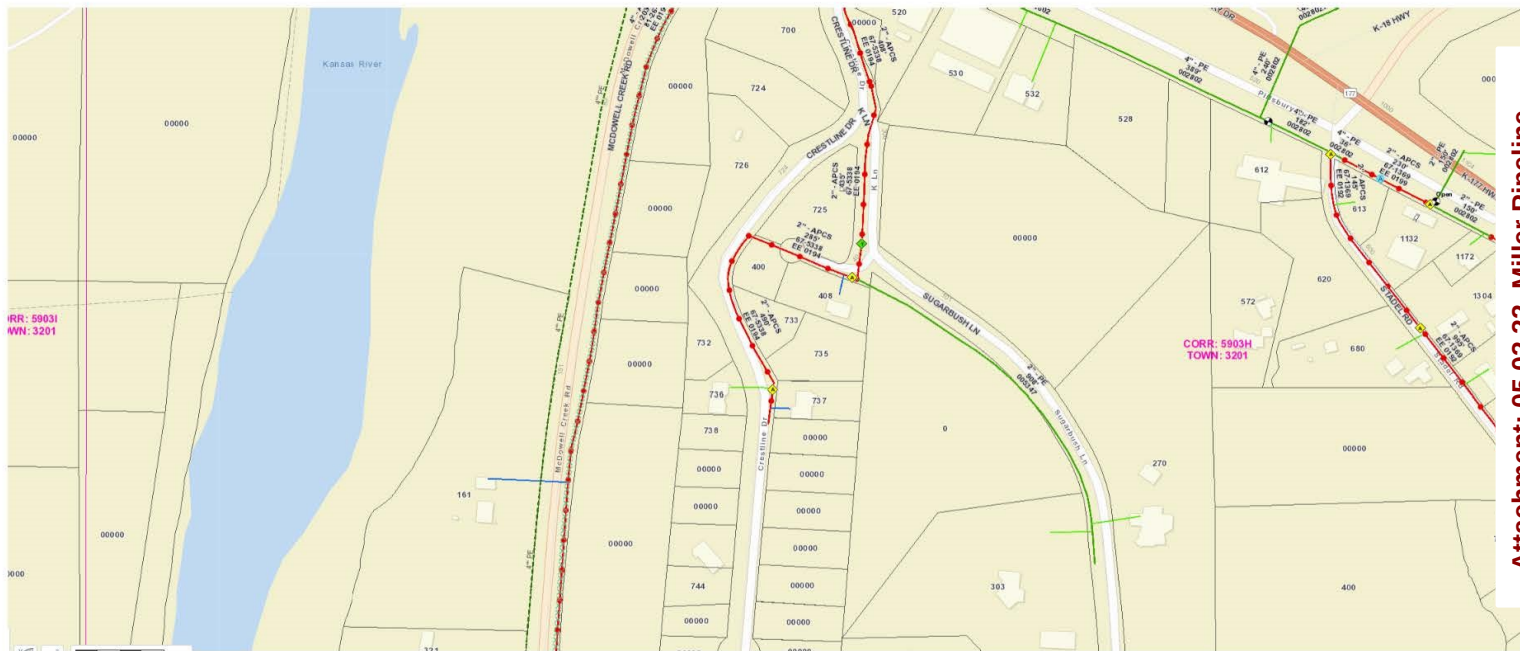
\$1,000 Deposit _____ Bond X Letter _____

Receipt No. 012803 Date: 5-2-22

Signature: S.S.











COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager

MEETING: May 9, 2022

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2022-05 HD J Clarke(green) (PDF)
- 2022-05 Appraiser A Burson(green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add	Supervisor:	Fill Request Date: 5-3-2022
☐ Change	Dept Head: Julie Gibbs	Employee #

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

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

Clarke	Jacob		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Clinic Supervisor	Health Dept	0030-00421
Position Title	Department	Fund

5-16-2022	☒	☐		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

V	4	\$	☐ Hour	\$ 2,921.13	☒ Bi-weekly	☐ 40	☐
Grade/Step		Pay Rate			Hours Per Workweek		

Approvals:

Department:

Date:

Personnel:

BOCC

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add	Supervisor:	Fill Request Date: 5-5-2022
☐ Change	Dept Head:	Employee #

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

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

Burson	Anna		
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Name: Last First Middle Home Phone

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Address: Street City State Zip

County Appraiser	Appraiser	00001-000022
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Position Title Department Fund

5-16-2022	☒ Exempt	☐ Non-Exempt		☒ Yes	☐ No
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Effective Date Ending Date For Temporary Is this a budgeted position?

HH	\$	☐ Hour	\$ 4,423.08	☐ Bi-weekly	☐ 40	☐
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department:

Date:

Personnel:

BOCC

Chairman:

Member:

Member:



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
May 16, 2022**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Amanda Webb, Planning/Specials Projects Director

1. Public Hearing to name a private road from East Marlatt to Dodge Lane

9:15 AM

David Adams, EMS/Ambulance Director

2. Staff update

9:30 AM

Press Conference

9:50 AM

Alvin Perez, PW Operations and Fleet Manager

3. Bid opening for corrugated metal pipes and bands

10:00 AM

Bob Isaac, Planner

4. Public Hearing for a final plat for Walnut Grove

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

5. Administrative Work Session

12:00 PM

Law Enforcement Agency Meeting

Attachment: 05-16-22 tentative agenda (11658 : Tentative Agenda)

Adjournment

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

Attachment: 05-16-22 tentative agenda (11658 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
May 19, 2022**

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

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

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

[District 1 – John Ford, Member](#)

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:15 AM

Amy Manges, Register of Deeds

2. Staff update

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:50 AM

Shilo Heger, Treasurer

4. April 2022 Revenue Reporting - Riley County Treasurer

10:00 AM

Gary Fike, County Extension Director

5. Staff update

10:15 AM

Kurt Moldrup, Interim RCPD Director

6. RCPD update

10:30 AM

Julie Gibbs, Health Department Director

7. Staff update

11:00 AM

Teresa Garcia, Clinic Coordinator

Attachment: 05-19-22 tentative agenda (11658 : Tentative Agenda)

8. Program update

4:00 PM

Joint City/County/County Meeting (at City Offices)

Adjournment

Announcement

Good Morning Manhattan Virtual Meeting will be held today.

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: 05-19-22 tentative agenda (11658 : Tentative Agenda)



COUNTY CLERK & ELECTIONS
Budget

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

STAFF REPORT

FROM: Rich Vargo, County Clerk

MEETING: May 9, 2022

SUBJECT: Year to date budget and expenditure reports

PRESENTER: Rich Vargo, County Clerk

Enclosures:

- 2022 YTD Wage and Overtime Overview 2022-05 (PDF)
- 2022 YTD Wage and Overtime Detail 2022-05 (PDF)
- Financial reports 2022 (PDF)

2022 YTD Wages/Overtime Compared to Budget

% of Year Used

33.33%

April	Regular Wages	Overtime Wages	2022 Budgeted Overtime	OT % of reg wage	Total Wages by department	2022 Wages Budget		Budget Spent
Department								
Attorney	\$397,787.08	\$0.00	\$4,022.00	0.00%	\$397,787.08	\$1,451,308.00	\$1,455,330.00	27.3%
Clerk	\$207,529.18	\$115.71	\$4,927.00	0.06%	\$207,644.89	\$717,776.00	\$722,703.00	28.7%
Commissioners	\$44,043.36	\$0.00	\$0.00	0.00%	\$44,043.36	\$143,140.00	\$143,140.00	30.7%
Administrative Services	\$134,079.22	\$0.00	\$1,152.00	0.00%	\$134,079.22	\$432,880.00	\$434,032.00	30.8%
Register of Deeds	\$90,853.10	\$30.41	\$541.00	0.03%	\$90,883.51	\$294,729.00	\$295,270.00	30.7%
Treasurer	\$178,982.95	\$0.00	\$3,907.00	0.00%	\$178,982.95	\$618,847.00	\$622,754.00	28.7%
Emergency Mgt	\$44,085.51	\$55.53	\$770.00	0.13%	\$44,141.04	\$151,378.00	\$152,571.00	28.9%
Museum	\$63,636.36	\$0.00	\$0.00	0.00%	\$63,636.36	\$317,063.00	\$317,063.00	20.0%
Election	\$59,907.15	\$0.00	\$2,417.00	0.00%	\$59,907.15	\$343,396.00	\$345,813.00	17.3%
EMS/Ambulance	\$449,222.22	\$254,615.74	\$893,981.00	56.68%	\$703,837.96	\$1,515,761.00	\$2,409,742.00	29.2%
Appraiser	\$298,482.06	\$0.00	\$9,231.00	0.00%	\$298,482.06	\$1,083,795.00	\$1,140,459.00	26.1%
Planning & Development	\$124,123.42	\$0.00	\$819.00	0.00%	\$124,123.42	\$393,668.00	\$394,487.00	31.4%
Information Tech-GIS	\$160,912.57	\$0.00	\$5,852.00	0.00%	\$160,912.57	\$634,934.00	\$640,786.00	25.1%
General Serv.-Separation	\$64,071.36		\$0.00	0.00%	\$64,071.36	\$75,000.00	\$75,000.00	85.4%
Public Works	\$887,271.11	\$20,120.48	\$88,874.00	2.27%	\$907,391.59	\$3,267,688.00	\$3,356,562.00	27.0%
Noxious Weed	\$108,659.88	\$0.00	\$6,510.00	0.00%	\$108,659.88	\$346,920.00	\$353,430.00	30.7%
NON-GENERAL FUNDS								
Solid Waste payroll	\$56,801.45	\$4,597.90	\$11,325.00	8.09%	\$61,399.35	\$176,098.00	\$187,423.00	32.7%
Motor Vehicle	\$68,701.14	\$0.00	\$1,438.00	0.00%	\$68,701.14	\$234,269.00	\$235,707.00	29.1%
Fire District #1	\$87,795.48	\$0.00	\$486.00	0.00%	\$87,795.48	\$299,984.00	\$300,470.00	29.2%
Subtotal-All County Funds	\$3,526,944.60	\$279,535.77	\$1,036,252.00	7.93%	\$3,806,480.37	\$12,498,634.00	\$13,582,742.00	
Health Dept.-General Fund	\$147,717.11	\$3,795.35	\$1,130.00	2.57%	\$151,512.46	\$272,432.00	\$273,562.00	55.3%
2 Health Dept.-Grant Funds	\$658,086.83	\$3,086.15	\$6,192.00	0.47%	\$661,172.98	\$2,250,079.00	\$2,256,271.00	29.3%
Full Grant Funds								
2 Youth Court Svcs	\$14,146.88	\$0.00	\$0.00	0.00%	\$14,146.88	\$45,979.00	\$45,979.00	30.7%
2 Juvenile Services	\$70,604.40	\$271.87	\$0.00	0.39%	\$70,876.27	\$237,174.00	\$237,174.00	29.8%
2 Adult Services	\$81,496.76	\$326.98	\$0.00	0.40%	\$81,823.74	\$264,506.00	\$264,506.00	30.9%
2 RADxUp coord & Spec	\$22,076.10	\$0.00	\$0.00	0.00%	\$22,076.10	\$82,000.00	\$82,000.00	26.9%
Subtotal Grant Funds	\$188,324.14	\$598.85	\$0.00	0.79%	\$188,922.99	\$629,659.00	\$629,659.00	
Totals	\$4,521,072.68	\$287,016.12	\$1,043,574.00	6.35%	\$4,808,088.80	\$15,650,804.00	\$16,742,234.00	

¹ Indicates Partial Grant fund

\$2,250,079.00

\$16,742,234.00

² Indicates Full Grant fund

\$629,659.00

Attachment: 2022 YTD Wage and Overtime Overview 2022-05 (11804 : Year to date budget and expenditure reports)

			January	February	March	1st Quarter	April	2nd Quarter	YTD 2021	2022 Budget	
<u>Department</u>											
Attorney	Regular Salaries	1001	\$102,179.15	\$103,305.55	\$99,141.37	\$304,626.07	\$93,161.01	\$93,161.01	\$397,787.08	\$1,430,622.00	
	Seasonal/Temp	1003	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$20,686.00	
	Overtime	1005	\$1,389.26	\$925.29	\$442.18	\$2,756.73	\$379.42	\$379.42	\$3,136.15	\$4,022.00	
			\$103,568.41	\$104,230.84	\$99,583.55	\$307,382.80	\$93,540.43	\$93,540.43	\$400,923.23	\$1,455,330.00	
Clerk	Regular Salaries	1001	\$52,959.10	\$53,988.28	\$53,527.01	\$160,474.39	\$47,054.79	\$47,054.79	\$207,529.18	\$717,776.00	
	Overtime	1005	\$33.05	\$41.33	\$16.53	\$90.91	\$24.80	\$24.80	\$115.71	\$4,927.00	
			\$52,992.15	\$54,029.61	\$53,543.54	\$160,565.30	\$47,079.59	\$47,079.59	\$207,644.89	\$722,703.00	
Commissioners	Regular Salaries	1001	\$11,010.84	\$11,010.84	\$11,010.84	\$33,032.52	\$11,010.84	\$11,010.84	\$44,043.36	\$143,140.00	
Administrative Svcs	Regular Salaries	1001	\$33,519.80	\$33,519.81	\$33,519.81	\$100,559.42	\$33,519.80	\$33,519.80	\$134,079.22	\$432,880.00	
	Overtime	1005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,152.00	
			\$33,519.80	\$33,519.81	\$33,519.81	\$100,559.42	\$33,519.80	\$33,519.80	\$134,079.22	\$434,032.00	
Register of Deeds	Regular Salaries	1001	\$22,023.84	\$22,765.12	\$22,874.76	\$67,663.72	\$22,926.98	\$22,926.98	\$90,590.70	\$294,729.00	
	Seasonal/Temp	1003	\$262.40	\$0.00	\$0.00	\$262.40	\$0.00	\$0.00	\$262.40		
	Overtime	1005	\$6.08	\$0.00	\$0.00	\$6.08	\$24.33	\$24.33	\$30.41	\$541.00	
			\$22,292.32	\$22,765.12	\$22,874.76	\$67,932.20	\$22,951.31	\$22,951.31	\$90,883.51	\$295,270.00	
Treasurer	Regular Salaries	1001	\$46,118.65	\$46,118.65	\$44,865.85	\$137,103.15	\$41,879.80	\$41,879.80	\$178,982.95	\$618,847.00	
	Seasonal/Temp	1003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Overtime	1005	\$9.95	\$0.00	\$5.87	\$15.82	\$216.56	\$216.56	\$232.38	\$3,907.00	
			\$46,128.60	\$46,118.65	\$44,871.72	\$137,118.97	\$42,096.36	\$42,096.36	\$179,215.33	\$622,754.00	
Emergency Mgt	Regular Salaries	1001	\$10,286.91	\$10,286.90	\$10,286.91	\$30,860.72	\$10,323.94	\$10,323.94	\$41,184.66	\$133,209.00	
	Seasonal/Temp	1003	\$1,462.16	\$1,623.60	\$1,476.00	\$1,424.85	\$1,476.00	\$1,476.00	\$2,900.85	\$18,592.00	
	Overtime	1005	\$0.00	\$0.00	\$55.53	\$55.53	\$0.00	\$0.00	\$55.53	\$770.00	
			\$11,749.07	\$11,910.50	\$11,818.44	\$32,341.10	\$11,799.94	\$11,799.94	\$44,141.04	\$152,571.00	
Museum	Regular Salaries	1001	\$15,854.39	\$15,876.83	\$15,963.79	\$47,695.01	\$15,941.35	\$15,941.35	\$63,636.36	\$312,395.00	
	Seasonal/Temp	1003	\$1,810.71	\$1,781.73	\$1,786.36	\$5,378.80	\$1,835.00	\$1,835.00	\$7,213.80	\$4,668.00	
	Overtime	1005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$17,665.10	\$17,658.56	\$17,750.15	\$53,073.81	\$17,776.35	\$17,776.35	\$70,850.16	\$317,063.00	
Election	Regular Salaries	1001	\$13,630.38	\$13,630.40	\$13,630.39	\$40,891.17	\$13,630.38	\$13,630.38	\$54,521.55	\$177,198.00	
	Seasonal/Temp	1003	\$2,231.13	\$1,153.32	\$913.05	\$4,297.50	\$1,088.10	\$1,088.10	\$5,385.60	\$166,198.00	
	Overtime	1005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,417.00	
			\$15,861.51	\$14,783.72	\$14,543.44	\$45,188.67	\$14,718.48	\$14,718.48	\$59,907.15	\$345,813.00	
EMS/Ambulance	Regular Salaries	1001	\$105,015.28	\$105,749.81	\$105,741.82	\$316,506.91	\$107,015.90	\$107,015.90	\$423,522.81	\$1,356,862.00	
	Seasonal/Temp	1003	\$5,028.44	\$8,445.65	\$7,723.58	\$21,197.67	\$4,501.74	\$4,501.74	\$25,699.41	\$158,899.00	

			January	February	March	1st Quarter	April	2nd Quarter	YTD 2021	2022 Budget	
Department											
	Overtime	1005	\$77,244.85	\$59,181.19	\$62,041.55	\$198,467.59	\$56,148.15	\$56,148.15	\$254,615.74	\$893,981.00	
			\$187,288.57	\$173,376.65	\$175,506.95	\$536,172.17	\$167,665.79	\$167,665.79	\$703,837.96	\$2,409,742.00	
Appraiser	Regular Salaries	1001	\$78,448.17	\$79,146.29	\$73,435.73	\$231,030.19	\$67,451.87	\$67,451.87	\$298,482.06	\$1,117,492.00	
	Seasonal/Temp	1003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,736.00	
	Overtime	1005	\$393.34	\$20.29	\$396.61	\$810.24	\$427.28	\$427.28	\$1,237.52	\$9,231.00	
			\$78,841.51	\$79,166.58	\$73,832.34	\$231,840.43	\$67,879.15	\$67,879.15	\$299,719.58	\$1,140,459.00	
Planning & Development	Regular Salaries	1001	\$30,276.56	\$30,276.57	\$30,276.56	\$90,829.69	\$30,276.56	\$30,276.56	\$121,106.25	\$379,932.00	
	Seasonal/Temp	1003	\$1,091.54	\$1,101.83	\$823.80	\$3,017.17	\$947.37		\$3,017.17	\$13,736.00	
	Overtime	1005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$819.00	
			\$31,368.10	\$31,378.40	\$31,100.36	\$93,846.86	\$31,223.93	\$30,276.56	\$124,123.42	\$394,487.00	
Information Tech-GIS	Regular Salaries	1001	\$40,228.14	\$40,228.15	\$40,228.14	\$120,684.43	\$40,228.14	\$40,228.14	\$160,912.57	\$634,934.00	
	Seasonal/Temp	1003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	Overtime	1005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,852.00	
			\$40,228.14	\$40,228.15	\$40,228.14	\$120,684.43	\$40,228.14	\$40,228.14	\$160,912.57	\$640,786.00	
General-General	Regular Salaries	1001				\$0.00	0	\$0.00	\$0.00		
	Separation Payout	1005	\$416.33	\$0.00	\$55,297.80	\$55,714.13	\$8,357.23	\$8,357.23	\$64,071.36	\$75,000.00	
			\$416.33	\$0.00	\$55,297.80	\$55,714.13	\$8,357.23	\$8,357.23	\$64,071.36	\$75,000.00	
Public Works	Regular Salaries	1001	\$224,664.07	\$223,426.27	\$221,343.87	\$669,434.21	\$217,730.10	\$217,730.10	\$887,164.31	\$3,157,208.00	
	Seasonal/Temp	1003	\$32.54	\$40.68	\$0.00	\$73.22	\$33.58	\$33.58	\$106.80	\$110,480.00	
	Overtime	1005	\$13,257.16	\$1,261.25	\$4,554.86	\$19,073.27	\$1,047.21	\$1,047.21	\$20,120.48	\$88,874.00	
			\$237,953.77	\$224,728.20	\$225,898.73	\$688,580.70	\$218,810.89	\$218,810.89	\$907,391.59	\$3,356,562.00	
Noxious Weed	Regular Salaries	1001	\$27,116.36	\$27,161.27	\$27,542.42	\$81,820.05	\$26,839.83	\$26,839.83	\$108,659.88	\$346,920.00	
	Seasonal/Temp	1003	0	0	0		0	\$0.00	\$0.00		
	Overtime	1005	\$2,695.33	\$175.23	\$617.63	\$3,488.19	\$127.91	\$127.91	\$3,616.10	\$6,510.00	
			\$29,811.69	\$27,336.50	\$28,160.05	\$85,308.24	\$26,967.74	\$26,967.74	\$112,275.98	\$353,430.00	
Motor Vehicle	Regular Salaries	1001	\$17,175.28	\$17,175.29	\$17,175.28	\$51,525.85	\$17,175.29	\$17,175.29	\$68,701.14	\$234,269.00	
	Seasonal/Temp	1003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Overtime	1005	\$0.00	\$0.00	\$17.68	\$17.68	\$0.00	\$0.00	\$17.68	\$1,438.00	
			\$17,175.28	\$17,175.29	\$17,192.96	\$51,543.53	\$17,175.29	\$17,175.29	\$68,718.82	\$235,707.00	
Community Corrections	Regular Salaries	1001	\$16,082.96	\$16,082.68	\$16,082.71	\$48,248.35	\$16,082.72	\$16,082.72	\$64,331.07	\$208,526.00	
-Juvenile	Seasonal/Temp	1003	\$ 1,331.52	1546.83	1696.53	\$4,574.88	1698.45	\$1,698.45	\$6,273.33	\$28,648.00	
	Overtime	1005	\$4.48		\$129.73	\$134.21	\$137.66	\$137.66	\$271.87	\$0.00	
			\$17,418.96	\$17,629.51	\$17,908.97	\$52,957.44	\$17,918.83	\$17,918.83	\$70,876.27	\$237,174.00	
Community Corrections	Regular Salaries	1001	\$20,374.18	\$20,374.20	\$20,374.19	\$61,122.57	\$20,374.19	\$20,374.19	\$81,496.76	\$264,506.00	
-Adult	Seasonal/Temp	1003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

			January	February	March	1st Quarter	April	2nd Quarter	YTD 2021	2022 Budget	
Department											
	Overtime	1005	\$6.71	\$46.07	\$163.78	\$216.56	\$110.42	\$110.42	\$326.98	\$0.00	
			\$20,380.89	\$20,420.27	\$20,537.97	\$61,339.13	\$20,484.61	\$20,484.61	\$81,823.74	\$264,506.00	
Community Corrections	Regular Salaries	1001	\$3,536.53	\$3,536.78	\$3,536.79	\$10,610.10	\$3,536.78	\$3,536.78	\$14,146.88	\$45,979.00	
-Youth Court	Seasonal/Temp	1003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Overtime	1005	\$0.00	\$41.35	\$0.00	\$41.35	\$0.00	\$0.00	\$41.35	\$0.00	
			\$3,536.53	\$3,578.13	\$3,536.79	\$10,651.45	\$3,536.78	\$3,536.78	\$14,188.23	\$45,979.00	
Solid Waste Payroll	Regular Salaries	1001	\$8,911.40	\$9,435.40	\$9,458.19	\$27,804.99	\$8,852.80	\$8,852.80	\$36,657.79	\$113,254.00	
	Seasonal/Temp	1003	\$4,926.03	\$5,554.76	\$4,751.67	\$15,232.46	\$4,911.20	\$4,911.20	\$20,143.66	\$62,844.00	
	Overtime	1005	\$2,359.39	\$75.69	\$1,782.23	\$4,217.31	\$380.59	\$380.59	\$4,597.90	\$11,325.00	
			\$16,196.82	\$15,065.85	\$15,992.09	\$47,254.76	\$14,144.59	\$14,144.59	\$61,399.35	\$187,423.00	
Fire District #1	Regular Salaries	1001	\$18,207.62	\$18,207.62	\$18,252.62	\$54,667.86	\$18,207.62	\$18,207.62	\$72,875.48	\$245,359.00	
	Seasonal/Temp	1003	\$1,415.00	\$1,895.00	\$4,990.00	\$8,300.00	\$6,620.00	\$6,620.00	\$14,920.00	\$54,625.00	
	Overtime	1005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$486.00	
			\$19,622.62	\$20,102.62	\$23,242.62	\$62,967.86	\$24,827.62	\$24,827.62	\$87,795.48	\$300,470.00	
Health Dept.-General	Regular Salaries	1001	\$20,559.42	\$18,430.93	\$28,855.23	\$67,845.58	\$26,974.69	\$26,974.69	\$94,820.27	\$272,432.00	
COVID Tracers	Seasonal/Temp	1003	\$13,425.23	\$16,066.59	\$11,131.06	\$40,622.88	\$12,273.96	\$12,273.96	\$52,896.84	\$0.00	
	Overtime	1005	\$1,043.44	\$794.90	\$1,915.10	\$3,753.44	\$41.91	\$41.91	\$3,795.35	\$1,130.00	
			\$35,028.09	\$35,292.42	\$41,901.39	\$112,221.90	\$39,290.56	\$39,290.56	\$151,512.46	\$273,562.00	
Health Dept.-Grants	Regular Salaries	1001	\$156,614.43	\$169,989.68	\$149,826.80	\$476,430.91	\$163,829.54	\$163,829.54	\$640,260.45	\$2,169,348.00	
	Part Time	1003	\$8,172.15	\$4,560.23	\$4,544.48	\$17,276.86	\$549.52	\$549.52	\$17,826.38	\$80,731.00	
	Overtime	1005	\$1,210.32	\$108.28	-\$1,041.62	\$276.98	\$2,809.17	\$2,809.17	\$3,086.15	\$6,192.00	
RADxUP Coord & Spec	126		\$4,578.42	\$4,578.42	\$5,537.64	\$14,694.48	\$7,381.62	\$7,381.62	\$22,076.10	\$82,000.00	
			\$170,575.32	\$179,236.61	\$158,867.30	\$508,679.23	\$174,569.85	\$174,569.85	\$683,249.08	\$2,338,271.00	
Totals			\$1,220,630.42	\$1,200,742.83	\$1,238,720.71	\$3,656,957.05	\$1,167,574.10	\$1,166,626.73	\$4,823,583.78	\$16,742,234.00	
									\$4,823,583.78	\$16,742,234.00	
							\$1,169,835.42		\$0.00	\$0.00	

2022 YTD BUDGET ACTIVITY

% of Year: 33.33%

			1st QTR	APR	MAY	JUN	2nd QTR	3rd QTR	4TH QTR	TOTAL	AVAILABLE	
	DEPARTMENT	BUDGET	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	BUDGET	% USED
	Attorney	\$2,238,409	\$435,963	\$129,092			\$129,092	\$0	\$0	\$565,055	\$1,673,354	25.24%
	Clerk	\$1,092,056	\$224,561	\$64,218			\$64,218	\$0	\$0	\$288,779	\$803,277	26.44%
	County Commissioners	\$246,445	\$42,270	\$22,931			\$22,931	\$0	\$0	\$65,201	\$181,244	26.46%
	Admin. Svcs/Counselor	\$647,662	\$134,877	\$43,635			\$43,635	\$0	\$0	\$178,512	\$469,150	27.56%
	Register of Deeds	\$468,837	\$87,857	\$50,993			\$50,993	\$0	\$0	\$138,850	\$329,987	29.62%
	Treasurer	\$916,909	\$197,440	\$62,085			\$62,085	\$0	\$0	\$259,525	\$657,384	28.30%
	District Court	\$174,330	\$36,959	\$21,325			\$21,325	\$0	\$0	\$58,284	\$116,046	33.43%
1.00	Emergency Management	\$270,887	\$56,975	\$17,351			\$17,351	\$0	\$0	\$74,326	\$196,561	27.44%
	Coroner	\$107,000	\$20,309	\$4,465			\$4,465	\$0	\$0	\$24,774	\$82,226	23.15%
	Juvenile Detention	\$95,000	\$22,074	\$0			\$0	\$0	\$0	\$22,074	\$72,926	23.24%
	Fair	\$102,400	\$9,377	\$4,041			\$4,041	\$0	\$0	\$13,418	\$88,982	13.10%
1.00	Museum	\$454,474	\$66,821	\$22,183			\$22,183	\$0	\$0	\$89,004	\$365,470	19.58%
	Election	\$700,118	\$149,624	\$21,220			\$21,220	\$0	\$0	\$170,843	\$529,275	24.40%
	Ambulance	\$3,846,684	\$828,854	\$248,064			\$248,064	\$0	\$0	\$1,076,918	\$2,769,766	28.00%
	Appraiser	\$1,729,460	\$348,217	\$99,537			\$99,537	\$0	\$0	\$447,754	\$1,281,706	25.89%
	Planning & Development	\$601,839	\$128,869	\$42,087			\$42,087	\$0	\$0	\$170,956	\$430,883	28.41%
	Budget Appropriations	\$1,628,622	\$817,851	\$0			\$0	\$0	\$0	\$817,851	\$810,771	50.22%
	Insurance	\$739,289	\$300,473	-\$25,853			-\$25,853	\$0	\$0	\$274,620	\$464,669	37.15%
	Information Systems	\$1,747,425	\$228,246	\$128,478			\$128,478	\$0	\$0	\$356,724	\$1,390,701	20.41%
	County General-General	\$11,610,781	\$242,424	\$57,476			\$57,476	\$0	\$0	\$299,900	\$11,310,881	2.58%
	Public Works	\$8,276,273	\$1,195,958	\$524,025			\$524,025	\$0	\$0	\$1,719,983	\$6,556,290	20.78%
	Noxious Weed	\$712,478	\$161,860	\$70,824			\$70,824	\$0	\$0	\$232,684	\$479,794	32.66%
	Juvenile Supervision	\$1,318	\$0	\$0			\$0	\$0	\$0	\$0	\$1,318	0.00%
	Payroll Clearing	\$0	\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	General Fund Transfers	\$3,739,831	\$3,751,749	\$7,069			\$7,069	\$0	\$0	\$3,758,818	-\$18,987	100.51%
	County General subtotal	\$42,148,527	\$9,489,607	\$1,615,246	\$0	\$0	\$1,615,246	\$0	\$0	\$11,104,853	\$31,043,674	26.35%
	Less Budget Stabilization	\$3,050,000										
	General Fund w/out Budget Stabilization	\$39,098,527										

Attachment: Financial reports 2022 (11804 : Year to date budget and expenditure reports)

2022 YTD BUDGET ACTIVITY

% of Year: 33.33%

			1st QTR	APR	MAY	JUN	2nd QTR	3rd QTR	4TH QTR	TOTAL	AVAILABLE	
	DEPARTMENT	BUDGET	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	BUDGET	% USED
2.00	Riley County Health Dept #30	\$4,610,403	\$1,091,866	\$352,042			\$352,042	\$0	\$0	\$1,443,908	\$3,166,495	31.32%
	Disaster Fund #3	\$7,209,348	\$0	\$0			\$0	\$0	\$0	\$0	\$7,209,348	0.00%
	EMS Grants #52	\$5,068	\$53	\$0			\$0	\$0	\$0	\$53	\$5,015	1.05%
	Register of Deeds Tech Fund #106	\$166,459	\$12,938	\$0			\$0	\$0	\$0	\$12,938	\$153,521	7.77%
	Clerk's Tech Fund #107	\$132,210	\$0	\$0			\$0	\$0	\$0	\$0	\$132,210	0.00%
	Treasurer's Tech Fund #108	\$77,860	\$0	\$0			\$0	\$0	\$0	\$0	\$77,860	0.00%
	War Memorial #112	\$11,800	\$0	\$0			\$0	\$0	\$0	\$0	\$11,800	0.00%
	County Auction #118	\$9,583	\$8	\$777			\$777	\$0	\$0	\$784	\$8,799	8.18%
	Motor Vehicle Operations #130	\$390,679	\$74,827	\$25,774			\$25,774	\$0	\$0	\$100,601	\$290,078	25.75%
	Special Alcohol Programs #132	\$4,863	\$0	\$0			\$0	\$0	\$0	\$0	\$4,863	0.00%
2.00	Community Corrections #144	\$951,362	\$222,991	\$69,849			\$69,849	\$0	\$0	\$292,840	\$658,522	30.78%
	Capital Improvements Fund #145	\$7,554,156	\$340,780	\$500			\$500	\$0	\$0	\$341,280	\$7,212,876	4.52%
	Economic Development #146	\$309,048	\$82,394	\$0			\$0	\$0	\$0	\$82,394	\$226,654	26.66%
	Emergency 911 #148	\$943,613	\$155,333	\$888			\$888	\$0	\$0	\$156,221	\$787,392	16.56%
	Solid Waste #150	\$2,735,000	\$388,502	\$224,726			\$224,726	\$0	\$0	\$613,229	\$2,121,772	22.42%
	County Building #152	\$393,000	\$43,281	\$26,061			\$26,061	\$0	\$0	\$69,342	\$323,658	17.64%
	Road & Bridge Capital Projects #157	\$7,028,195	\$10,652	\$7,561			\$7,561	\$0	\$0	\$18,213	\$7,009,982	0.26%
	RCPD Operations #173	\$4,907,175	\$1,204,144	\$1,170,503			\$1,170,503	\$0	\$0	\$2,374,647	\$2,532,528	48.39%
	Landfill Closure #180	\$49,293	\$1,322	\$1,245			\$1,245	\$0	\$0	\$2,567	\$46,726	5.21%
	Bond & Interest # 181	\$615,303	\$37,909	\$0			\$0	\$0	\$0	\$37,909	\$577,394	6.16%
	Riley Co Fire Dist #1 #183	\$1,230,506	\$201,688	\$129,841			\$129,841	\$0	\$0	\$331,529	\$898,977	26.94%
	Riley Co Fire Dist Cap Out #184	\$95,706	\$86,006	\$0			\$0	\$0	\$0	\$86,006	\$9,700	89.86%
	Fire Station Projects #185	\$1,000,000	\$150	\$0			\$0	\$0	\$0	\$150	\$999,850	0.02%

Attachment: Financial reports 2022 (11804 : Year to date budget and expenditure reports)

2022 YTD BUDGET ACTIVITY

% of Year: 33.33%

			1st QTR	APR	MAY	JUN	2nd QTR	3rd QTR	4TH QTR	TOTAL	AVAILABLE	
	DEPARTMENT	BUDGET	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	BUDGET	% USED
	University Park W&S #230	\$146,743	\$14,603	\$6,870			\$6,870	\$0	\$0	\$21,474	\$125,269	14.63%
	Keats Capital Project #236	\$0	\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Exp of Univ Park/Lakeside Heights #235	\$0	\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Univ Park W/S Reserve #284	\$128,142	\$0	\$0			\$0	\$0	\$0	\$0	\$128,142	0.00%
	Hunters Island Water #238	\$29,280	\$6,220	\$1,443			\$1,443	\$0	\$0	\$7,663	\$21,617	26.17%
	Hunters Island Reserve #241	\$7,886	\$0	\$0			\$0	\$0	\$0	\$0	\$7,886	0.00%
	Carson Sewer Operations #239	\$71,046	\$2,830	\$1,258			\$1,258	\$0	\$0	\$4,088	\$66,958	5.75%
	Carson Sewer Reserve #237	\$47,703	\$0	\$0			\$0	\$0	\$0	\$0	\$47,703	0.00%
	Deep Creek Sewer #242	\$10,713	\$1,449	\$341			\$341	\$0	\$0	\$1,790	\$8,923	16.71%
	Deep Creek Reserve #243	\$21,587	\$9,146	\$0			\$0	\$0	\$0	\$9,146	\$12,441	42.37%
	Moehlman Bottoms #244	\$19,155	\$1,846	\$151			\$151	\$0	\$0	\$1,997	\$17,158	10.43%
	Moehlman Bottoms Reserve #245	\$8,290	\$0	\$0			\$0	\$0	\$0	\$0	\$8,290	0.00%
	Terra Hts Sewer #252	\$38,236	\$2,459	\$1,515			\$1,515	\$0	\$0	\$3,973	\$34,263	10.39%
	Terra Hts Sinking #254	\$92,895	\$1,809	\$0			\$0	\$0	\$0	\$1,809	\$91,086	1.95%
	Konza Water Operations #256	\$95,280	\$11,489	\$2,389			\$2,389	\$0	\$0	\$13,878	\$81,402	14.57%
	Konza Water Reserve #257	\$107,748	\$815	\$0			\$0	\$0	\$0	\$815	\$106,933	0.76%
	Valleywood Cap Reserve #282	\$87,256	\$0	\$0			\$0	\$0	\$0	\$0	\$87,256	0.00%
	Valleywood Operations #248	\$37,276	\$517	\$7			\$7	\$0	\$0	\$524	\$36,752	1.41%
	Mertz/McGehee Drainage #322	\$6,183	\$0	\$0			\$0	\$0	\$0	\$0	\$6,183	0.00%
	Lakeside Heights Sewer #285	\$3,361	\$87	\$59			\$59	\$0	\$0	\$146	\$3,215	4.34%
	Lakeside Heights Sewer Capital #286	\$7,328	\$0	\$0			\$0	\$0	\$0	\$0	\$7,328	0.00%
		\$41,396,738	\$4,008,113	\$2,023,800	\$0	\$0	\$2,023,800	\$0	\$0	\$6,031,914	\$35,364,824	
	Total including General Fund	\$83,545,265	\$13,497,720	\$3,639,047	\$0	\$0	\$3,639,047	\$0	\$0	\$17,136,767	\$66,408,498	

2022 COUNTY GENERAL-GENERAL

% of Year: 33.33%

COUNTY GENERAL-GENERAL		BUDGET	1st QTR EXP.	APR EXP.	MAY EXP.	JUN EXP.	2nd QTR EXP.	3rd QTR EXP.	4th QTR EXP.	TOTAL EXP.	AVAILABLE BUDGET	% USED
Personnel	1000	\$87,883	\$63,569	\$9,004			\$9,004	\$0	\$0	\$72,574	\$15,309	82.58%
Contractual	2000	\$1,261,050	\$178,612	\$48,012			\$48,012	\$0	\$0	\$226,623	\$1,034,427	17.97%
Commodities	3000	\$2,500	\$243	\$460			\$460	\$0	\$0	\$703	\$1,797	28.12%
Misc-Budget Stabilization		\$3,050,000	\$0	\$0			\$0	\$0	\$0	\$0	\$3,050,000	0.00%
Capital Outlay	4000	\$7,209,348	\$0	\$0			\$0	\$0	\$0	\$0	\$7,209,348	
Transfers Out		\$0	\$11,918	\$7,069			\$7,069	\$0	\$0	\$18,988	-\$18,988	
Grand Total		\$11,610,781	\$254,342	\$64,546	\$0	\$0	\$64,546	\$0	\$0	\$318,888	\$11,291,893	2.75%
Other Expense Totals		Year-To-Date										
Indigent Attorney		\$26,322										
Incidentals:												
Postage		\$0										
Computer Software		\$0										
Mileage		\$0										
Copies		\$0										
Misc Fees		\$0										
Meals		\$0										
		\$0										
Base Panel fees		\$0										
Off Panel		\$26,322										

Attachment: Financial reports 2022 (11804 : Year to date budget and expenditure reports)

COMPARISON OF 2021 TO 2022 EXPENSES

DEPARTMENT	APRIL		APRIL DIFFERENCE	YEAR-TO-DATE THRU APRIL		Y-T-D DIFFERENCE	2022 BUDGET
	2021	2022		2021	2022		
Attorney	\$135,324	\$129,092	-\$6,232	\$556,066	\$565,055	\$8,989	\$2,238,409
Clerk	\$67,119	\$64,218	-\$2,901	\$265,270	\$288,779	\$23,509	\$1,092,056
County Commissioners	\$15,789	\$22,931	\$7,142	\$63,347	\$65,201	\$1,854	\$246,445
Admin. Svcs/Counselor	\$44,723	\$43,635	-\$1,088	\$177,924	\$178,512	\$588	\$647,662
Register of Deeds	\$23,654	\$50,993	\$27,339	\$107,684	\$138,850	\$31,166	\$468,837
Treasurer	\$64,291	\$62,085	-\$2,206	\$250,305	\$259,525	\$9,220	\$916,909
District Court	\$14,794	\$21,325	\$6,530	\$32,829	\$58,284	\$25,455	\$174,330
Emergency Management	\$14,996	\$17,351	\$2,356	\$69,328	\$74,326	\$4,998	\$270,887
Coroner	\$5,097	\$4,465	-\$632	\$26,504	\$24,774	-\$1,730	\$107,000
Juvenile Detention	\$20,900	\$0	-\$20,900	\$41,801	\$22,074	-\$19,727	\$95,000
Fair	\$6,451	\$4,041	-\$2,410	\$12,160	\$13,418	\$1,258	\$102,400
Museum	\$32,905	\$22,183	-\$10,722	\$129,270	\$89,004	-\$40,266	\$454,474
Election	\$19,338	\$21,220	\$1,881	\$165,004	\$170,843	\$5,839	\$700,118
Ambulance	\$253,050	\$248,064	-\$4,986	\$1,038,091	\$1,076,918	\$38,827	\$3,846,684
Appraiser	\$122,083	\$99,537	-\$22,546	\$496,751	\$447,754	-\$48,997	\$1,729,460
Planning & Development	\$43,252	\$42,087	-\$1,165	\$161,089	\$170,956	\$9,868	\$601,839
Budget Appropriations	\$0	\$0	\$0	\$795,771	\$817,851	\$22,080	\$1,628,622
Insurance	\$261,818	-\$25,853	-\$287,671	\$555,933	\$274,620	-\$281,313	\$739,289
Information Systems/GIS	\$187,754	\$128,478	-\$59,276	\$430,136	\$356,724	-\$73,412	\$1,747,425
County General-General	\$105,305	\$57,476	-\$47,829	\$573,421	\$299,900	-\$273,521	\$11,610,781
Public Works	\$470,165	\$524,025	\$53,860	\$1,647,215	\$1,719,983	\$72,768	\$8,276,273
Noxious Weed	\$36,982	\$70,824	\$33,842	\$192,032	\$232,684	\$40,652	\$712,478
General Fund	\$1,945,789	\$1,608,177	-\$337,612	\$7,787,929	\$7,346,035	-\$441,894	\$38,407,378

Attachment: Financial reports 2022 (11804 : Year to date budget and expenditure reports)

COMPARISON OF 2021 TO 2022 EXPENSES

DEPARTMENT	APRIL		APRIL DIFFERENCE	YEAR-TO-DATE THRU APRIL		Y-T-D DIFFERENCE	2022 BUDGET
	2021	2022		2021	2022		
Health Department	\$420,492	\$364,796	-\$55,696	\$1,631,315	\$1,443,908	-\$187,407	\$4,610,403
Disaster Fund	\$0	\$0	\$0	\$2,807,410			\$7,209,348
EMS Grants Fund	\$0	\$53	\$53	\$0	\$53	\$53	\$5,068
Register of Deeds Tech Fund	\$4,194	\$10,607	\$6,413	\$31,529	\$12,938	-\$18,590	\$166,459
Clerk's Tech Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$132,210
Treasurer's Tech Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$77,860
War Memorial	\$0	\$0	\$0	\$0	\$0	\$0	\$11,800
County Auction	\$446	\$0	-\$446	\$956	\$784	-\$172	\$9,583
P.A.T.F	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Motor Vehicle Operations	\$27,171	\$25,304	-\$1,867	\$98,723	\$100,601	\$1,877	\$390,679
Special Alcohol Programs	\$0	\$0	\$0	\$0	\$0	\$0	\$4,863
Community Corrections	\$77,970	\$73,101	-\$4,869	\$293,599	\$292,840	-\$759	\$951,362
Capital Improvements Fund	\$44,782	\$64,822	\$20,040	\$471,600	\$341,280	-\$130,320	\$7,554,156
Economic Development	\$0	\$0	\$0	\$252,529	\$82,394	-\$170,135	\$309,048
Radio Infrastructure Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Emergency 911	\$10,264	\$7,294	-\$2,970	\$167,743	\$156,221	-\$11,522	\$943,613
Solid Waste	\$214,426	\$171,301	-\$43,125	\$581,655	\$613,229	\$31,574	\$2,735,000
County Building	\$25,619	\$15,823	-\$9,796	\$69,358	\$69,342	-\$16	\$393,000
Road & Bridge Capital Projects	\$3,698	\$6,139	\$2,441	\$19,614	\$18,213	-\$1,401	\$7,028,195
RCPD Operations	\$1,115,962	\$16,774	-\$1,099,188	\$2,292,146	\$2,374,647	\$82,501	\$4,907,175
Landfill Closure	\$795	\$705	-\$90	\$2,336	\$2,567	\$231	\$49,293
Bond & Interest	\$0	\$0	\$0	\$16,923	\$37,909	\$20,986	\$615,303
Riley Co Fire Dist #1	\$130,103	\$104,138	-\$25,965	\$308,274	\$331,529	\$23,255	\$1,230,506
Riley Co Fire Dist Cap Ou	\$0	\$0	\$0	\$0	\$86,006	\$86,006	\$95,706

Attachment: Financial reports 2022 (11804 : Year to date budget and expenditure reports)

COMPARISON OF 2021 TO 2022 EXPENSES

DEPARTMENT	APRIL		APRIL DIFFERENCE	YEAR-TO-DATE THRU APRIL		Y-T-D DIFFERENCE	2022 BUDGET
	2021	2022		2021	2022		
Fire Station Projects	\$0	\$0	\$0	\$0	\$150	\$150	\$1,000,000
University Park W&S	\$8,807	\$5,465	-\$3,342	\$18,754	\$21,474	\$2,720	\$146,743
Fairmont Heights Cap Project	\$0		\$0	\$0	\$0	\$0	\$0
University Park Sewer Cap	\$0		\$0	\$0	\$0	\$0	\$0
Keats Capital Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Exp of Univ Park/Lakeside Heights	\$0	\$0	\$0	\$1,250	\$0	-\$1,250	\$0
Univ Park W/S Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$128,142
Hunters Island Water	\$2,483	\$4,903	\$2,420	\$6,938	\$7,663	\$725	\$29,280
Hunters Island Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$7,886
Carson Sewer Operations	\$427	\$987	\$560	\$3,181	\$4,088	\$907	\$71,046
Carson Sewer Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$47,703
Deep Creek Sewer	\$338	\$718	\$380	\$785	\$1,790	\$1,005	\$10,713
Deep Creek Reserve	\$0	\$0	\$0	\$0	\$9,146	\$9,146	\$21,587
Moehlman Bottoms	\$1,108	\$1,299	\$191	\$3,271	\$1,997	-\$1,273	\$19,155
Moehlman Botoms Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$8,290
Terra Hts Sewer	\$1,000	\$1,920	\$920	\$2,142	\$3,973	\$1,832	\$38,236
Terra Hts Sinking	\$0	\$1,809	\$1,809	\$0	\$1,809	\$1,809	\$92,895
Konza Water Operations	\$5,808	\$8,582	\$2,774	\$18,097	\$13,878	-\$4,219	\$95,280
Konza Water Reserve	\$0	\$815	\$815	\$0	\$815	\$815	\$107,748
Valleywood Cap Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$87,256
Valleywood Operations	\$192	\$313	\$120	\$256	\$524	\$268	\$37,276
Mertz/McGehee Drainage	\$0	\$0	\$0	\$0	\$0	\$0	\$6,183
Lakeside Heights Sewer	\$88	\$50	-\$38	\$176	\$146	-\$31	\$3,361
Lakeside Heights Sewer Cap	\$0	\$0	\$0	\$0	\$0	\$0	\$7,328
Total Including General Fund	\$4,041,962	\$2,495,894	-\$1,546,068	\$16,888,487	\$13,377,949	-\$3,510,538	\$79,804,116

Attachment: Financial reports 2022 (11804 : Year to date budget and expenditure reports)

RCPD EXPENSES PAID BY RILEY COUNTY
2022 YTD EXPENSES

	BUDGET	JAN	FEB	MAR	1st Quarter	APR	MAY	JUN	2nd Quarter	3rd Quarter	4th Quarter	TOTAL EXPENSES	Remaining Budget
Physician	\$165,000	\$12,974	\$18,894	\$14,230	\$46,098	13,926.23			\$13,926	\$0	\$0	\$60,024	\$104,976
Laboratory	\$0	\$0	\$0	\$0	\$0	0.00			\$0	\$0	\$0	\$0	\$0
Hospital	\$10,000	\$0	\$0	\$0	\$0	0.00			\$0	\$0	\$0	\$0	\$10,000
Advertising/Legal	\$0	\$0	\$0	\$0	\$0	0.00			\$0	\$0	\$0	\$0	\$0
Prescriptions/ Medical Supplies	\$1,000	\$0	\$0	\$0	\$0	0.00			\$0	\$0	\$0	\$0	\$1,000
Bldg Maintenance	\$100,000	\$907	\$3,520	\$1,669	\$6,096	6,407.53			\$6,408	\$0	\$0	\$12,503	\$87,497
Land Rental/Lease	\$0	\$0	\$0	\$0	\$0	0.00			\$0	\$0	\$0	\$0	\$0
Office Space Rental	\$10,500	\$875	\$875	\$875	\$2,625	875.00			\$875	\$0	\$0	\$3,500	\$7,000
Office Supplies	\$500	\$0	\$0	\$0	\$0	0.00			\$0	\$0	\$0	\$0	\$500
Juvenile Transport	\$6,000	\$0	\$0	\$0	\$0	0.00			\$0	\$0	\$0	\$0	\$6,000
Water, Electric	\$15,000	\$0	\$32	\$0	\$32	0.00			\$0	\$0	\$0	\$32	\$14,968
Storm Drainage	\$2,000	\$0	\$0	\$0	\$0	0.00			\$0	\$0	\$0	\$0	\$2,000
Other Commodities/Contractual	\$0	\$0	\$0	\$0	\$0	0.00			\$0	\$0	\$0	\$0	\$0
Budget Appropriation	\$4,597,175	\$1,149,294	\$0	\$0	\$1,149,294	1,149,294.00			\$1,149,294	\$0	\$0	\$2,298,588	\$2,298,587
TOTAL	\$4,907,175	\$1,164,049	\$23,321	\$16,774	\$1,204,144	\$1,170,503	\$0	\$0	\$1,170,503	\$0	\$0	\$2,374,647	\$2,532,528

RCPD EXPENSES PAID BY RILEY COUNTY
1/1/2016 - 12/31/2022

	2016	2017	2018	2019	2020	2021	2022	Total
Dental	\$131	\$0	\$0	\$0	\$0	\$0	\$0	\$131
Physician	\$134,751	\$113,307	\$136,454	\$145,388	\$163,648	\$191,373	\$60,024	\$944,944
Laboratory	\$69	\$0	\$0	\$0	\$0	\$0	\$0	\$69
Hospital	\$3,323	\$0	\$500	\$0	\$0	\$0	\$0	\$3,823
Advertising/Legal	\$0	\$210	\$473	\$0	\$0	\$0	\$0	\$683
Prescriptions	\$15	\$391	\$0	\$0	\$0	\$0	\$0	\$406
Bldg Maintenance	\$97,115	\$106,071	\$51,596	\$88,000	\$103,569	\$71,043	\$12,503	\$529,898
Land Rental/Lease	\$1,216	\$0	\$2,480	\$1,272	\$0	\$0	\$0	\$4,969
Office Supplies	\$125	\$251	\$0	\$125	\$0	\$0	\$0	\$501
Office Space Rental	\$10,225	\$10,200	\$10,200	\$10,525	\$9,625	\$10,500	\$3,500	\$64,775
Juvenile Transport	\$9,313	\$10,749	\$3,001	\$3,735	\$2,144	\$152	\$0	\$29,095
Water, Electric	\$0	\$0	\$0	\$0	\$252	\$444	\$32	\$728
Storm Drainage	\$1,917	\$1,826	\$1,958	\$203	\$0	\$0	\$0	\$5,904
Other Commodities/Contractual	\$0	\$0	\$400,000	\$8,091	\$693,906	\$91,239	\$0	\$1,193,237
Budget Appropriation	\$3,946,560	\$4,055,796	\$4,134,000	\$4,291,380	\$4,420,348	\$4,391,746	\$2,298,588	\$27,538,418
Total	\$4,204,762	\$4,298,801	\$4,740,663	\$4,548,719	\$5,393,492	\$4,756,498	\$2,374,647	\$30,317,581

Prepared by: Darell Edie
 Budget and Finance Officer

RCPD
OFF-SITE INMATE MEDICAL EXPENSES PAID BY ADVANCED CORRECTIONAL HEALTHCARE
INCLUDED IN 2022 \$31,000 POOL

	JAN	FEB	MAR	1st Quarter	APR	MAY	JUN	2nd Quarter	3rd Quarter	4th Quarter	TOTAL EXPENSES
Dental	\$0	\$0	\$0	\$0	0.00			\$0	\$0	\$0	\$0
Physician	\$0	\$114	\$238	\$352	82.20			\$82	\$0	\$0	\$434
Laboratory	\$0	\$0	\$0	\$0	79.00			\$79	\$0	\$0	\$79
Hospital	\$0	\$0	\$203	\$203	111.90			\$112	\$0	\$0	\$315
Prescriptions	\$0	\$1,138	\$2,482	\$3,619	915.18			\$915	\$0	\$0	\$4,534
Supplies	\$0	\$0	\$0	\$0	0.00			\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,252	\$2,923	\$4,175	\$1,188	\$0	\$0	\$1,188	\$0	\$0	\$5,363
Savings from Medicaid Rate	\$64,794			\$64,794				\$0	\$0	\$0	\$64,794
\$31,000 Pool Balance	\$31,000	\$29,748	\$26,825		25,637	25,637	25,637				

Quarterly ADP: (Contract)

County Inmate (72 base census)	100	111	112	108	114			114	#DIV/0!		
Non-County Inmate (0 base census)	0	0	0	0	0	0	0	0	0		
Billing Adjustments for prior years	\$5,920	\$0	\$2,209	\$8,129				\$0	\$0	\$0	\$8,129



PLANNING & DEVELOPMENT
Policy

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

COMMISSION AGENDA REPORT

FROM: Amanda Webb, Planning Director

MEETING: May 9, 2022

SUBJECT: Approve the Presby Advanced Enviro-Septic (AES) Wastewater System for use in Riley County

PRESENTER: Amanda Webb, Planning Director

BACKGROUND

As per the Riley County Environmental Health Administrative Standards for Alternative System Inspection and Maintenance, all new alternative private wastewater disposal systems must be approved by the Board of County Commissioners before being used in Riley County. The system must have NSF certification and must meet minimum standards authorized by the Kansas Department of Health and Environment.

Presby Environmental, Inc., of Whitefield, New Hampshire, submitted a proposal for a wastewater alternative system product called the Advanced Enviro-Septic (AES). Perry Piper and I have been working with the company to develop their Riley County specific Design & Installation Manual so that the system may be authorized for use in the county. The system is NSF certified as required and meets KDHE Bulletin 4-2 and the Riley County Sanitary Code specifications. NSF is the national guiding standard for wastewater systems. This product is similar to the Eljen Geotextile Sand Filter (GSF) and the Infiltrator Advanced Treatment Leachfield (ATL) that have already been approved for use in Riley County. There is an installer in Riley County who is interested in utilizing this new system.

DISCUSSION

The system needs to be approved for use in Riley County by the Board of County Commissioners before the system can be installed.

FISCAL IMPACT

None

RECOMMENDATION(S)

Approve the Presby Advanced Enviro-Septic (AES) wastewater system for use in Riley County.

POSSIBLE MOTION(S)

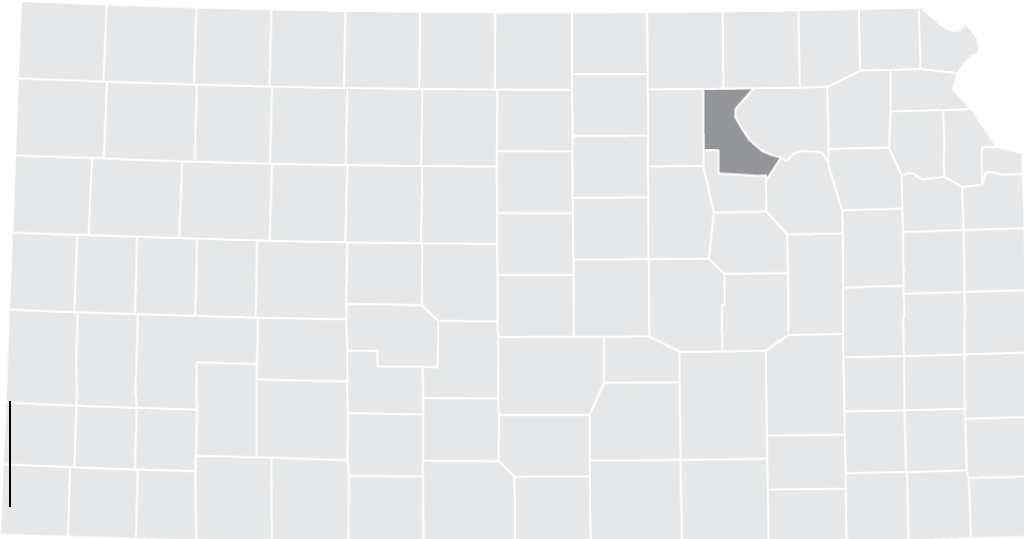
Move to approve the Presby Advanced Enviro-Septic (AES) wastewater system for use in Riley County.

Enclosures:

- KS Riley Cty Manual Final for Approval_042222 (PDF)

ADVANCED ENVIRO))SEPTIC^{MD}

Design and Installation Manual for Advanced Enviro-Septic[®] (AES) Wastewater Systems



For more detailed design and installation information on AES, please contact Infiltrator Water Technologies at (800) 221-4436 or Presby Environmental, Inc. at (800) 473-5298.

www.infiltratorwater.com • www.presbyeco.com

Riley County Kansas



INFILTRATOR
water technologies

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Attachment: KS Riley Cty Manual Final for Approval_042222 (12116 : Approve the Presby AES Wastewater System)

April 2022

Packet Pg. 36

The information in this Manual is subject to change without notice. We recommend that you check your state's page on our website on a regular basis for updated information. Your suggestions and comments are welcome. Please contact us at:

Presby Environmental, Inc.
143 Airport Road
Whitefield, NH 03598
Phone: 1-800-473-5298 Fax: (603) 837-9864
Website: www.presbyenvironmental.com

The products and methods depicted in this Manual are protected by one or more patents.

Advanced Enviro-Septic® is a registered trademark of Presby Environmental Inc.

IMPORTANT NOTICE: This Manual is intended ONLY for use in designing and installing Presby Environmental's Advanced Enviro-Septic® Wastewater Treatment Systems. The processes and design criteria contained herein are based solely on our experience with and testing of Advanced Enviro-Septic®. Substitution of any product is prohibited. This Manual sets forth the Manufacturer's recommendations and requirements; designers and installers are responsible for determining and complying with applicable state and/or local regulations.

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1.0 INTRODUCTION

1.1 Background

The Advanced Enviro-Septic® (AES) Wastewater Treatment System utilizes a unique combination of components that work together to treat effluent and prevent suspended solids from sealing the underlying soil. Comprised of a patented corrugated, perforated plastic pipe with interior skimmer tabs and cooling ridges, the large-diameter pipe retains solids while the Bio-Accelerator® fabric, coarse fibers, and geo-textile fabric provide multiple bacterial surfaces to treat effluent prior to its contact with the receiving soils. The continual cycling of effluent (the rising and falling of liquid inside the pipe) enhances bacterial growth. The AES system is completely passive, and yet provides increased aeration and a greater bacterial treatment area than traditional systems. The result is a system that is more efficient, lasts longer, and has a virtually no negative environmental impact.

The AES system has been successfully tested and certified to NSF/ANSI 40, Class I (a certification typically given to mechanical aeration devices) and BNQ Class I, II, III standards.

Additional system benefits include:

- requires a smaller area
- installs easily and quickly
- eliminates the need for environmentally impactful washed stone
- adapts easily to residential, commercial and difficult sites
- prevents formation of organic material at the receiving soil interface
- blends “septic mounds” into sloping terrain
- safely recharges groundwater

Environmental Standards

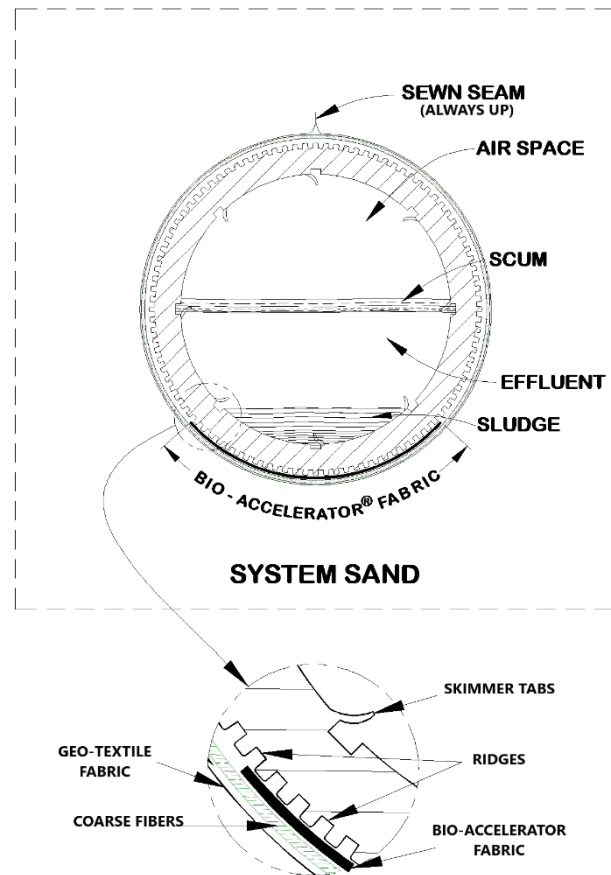
All AES systems shall be designed and installed in compliance with the procedures and specifications detailed in this Manual and in the product’s approval. In the event of contradictions between this Manual and state or local rules, PEI should be contacted for technical assistance at (800) 473-5298.

Technical Support

PEI provides technical support free of charge to individuals using our products or involved in the permitting process. For any questions, please contact us at (800) 473-5298 or send an email to info@presbyeco.com. The staff at PEI are committed to providing comprehensive product information and support via telephone and email. The assistance we are able to provide is based on limited information and therefore should be considered general in nature. Accordingly, PEI disclaims any liability whatsoever in connection with providing this support.

Certification Requirements

Designers and installers who have not previously attended a PEI certification course are required to obtain certification. Certification is obtained by attending a certification course presented by PEI or its sanctioned representative or by viewing tutorial videos on our website and then successfully passing a short assessment test. PEI recommends professionals involved in the inspection or review of AES systems also become PEI certified.



1.0 INTRODUCTION

1.2 System Components

AES Pipe

- nominal exterior diameter of 12 in
- holding capacity of 5.8 gallons per foot
- 10 ft length of AES pipe is flexible enough to bend up to 90° and can be cut to any length
- made with a significant amount recycled material



Offset Adapter - A 12 in plastic fitting with a single inlet hole oriented in the 12 o'clock position and designed to accept a 4 in sewer line, raised connection or vent pipe.

Double Offset Adapter - A 12 in plastic fitting with two 4 in holes designed to accept a 4 in inlet pipe, raised connection, vent or vent manifold, and/or bottom drain, depending upon the requirements of the design configuration.

Coupling - A plastic fitting used to create a connection between two pieces of AES pipe.

System Sand - The system sand that surrounds the AES pipes is an essential component of the system. It is critical that the correct type and amount of system sand is used during construction. System sand shall be coarse to very coarse, clean, granular sand, free of organic matter. System sand is placed a minimum of 3 in above and 6 in below, between, and around the outer perimeter of the AES pipes. It shall adhere to all of the following percentage and quality restrictions:

System Sand Specification

Sieve Size	Percent Retained on Sieve (by weight)
3/4 in (19 mm)	0
#10 (2 mm)	0 - 35
#35 (0.50 mm)	40 - 90
Note: not more than 3% allowed to pass the #200 sieve (verified by washing sample per requirements of ASTM C-117)	

System Sand Bed Height Dimension

The height of an AES sand bed measures 21 in minimum (not including cover material):

- minimum of 6 in of system sand below the AES pipe;
- 12 in diameter of the pipe; and
- minimum of 3 in of system sand above the AES pipe.

System Sand Acceptable Alternative - ASTM C-33 (concrete sand), natural or manufactured sand, with not more than 3% passing the #200 sieve (verified by washing the sample per the requirements of ASTM C-117 as noted in the ASTM C-33 specification) may be used as an acceptable alternate material for use as system sand.

Sand Fill - Sand fill may be used to raise the elevation of the system in order to meet the required separation distance from the seasonal high water table (SHWT) or restrictive feature or in side-slope tapers. No organic material or stones larger than 6 in are allowed in the sand fill. System sand may be used in place of sand fill.

2.0 SYSTEM DESIGN

2.1 Sizing

Table A – Wastewater Loading Rate Based on Soil Characteristics

Riley County Soil Loading Rate ¹ (gpd/ft ²)	AES Design Loading Rate ² (gpd/ft ²)
0.8	1.6
0.7	1.3
0.6	1.0
0.5	0.8
0.4	0.6
0.3	0.45
0.25	0.3

¹ Based upon soil profile test.

Table B: AES Pipe Requirements

System Type	AES Pipe Loading Rate
Residential System	70 ft/br
Non-Residential System	2.14 gpd/ft

Assumes residential strength effluent. Contact Presby Environmental for technical assistance with high strength wastewater.

2.2 Design Procedure and Examples

Step 1: Determine System Sand Bed Area Required

From Table A: determine the soil's wastewater loading rate and calculate the minimum system sand bed area (SSBA): divide the daily design flow (gpd) by the wastewater loading rate.

Step 2: Calculate the Minimum Amount of AES Pipe Needed

From Table B: Calculate the minimum amount of AES pipe needed: use 70 ft/br for residential systems or 2.14 gpd/ft for commercial/non-residential systems treating residential strength effluent – contact Technical Support for high strength wastewater.

Step 3: Calculate the Number of Serial Sections Needed

Calculate the minimum number of serial sections required (does not apply to parallel configuration): divide the daily design flow by 750 gpd (round up to nearest whole number).

Step 4: Determine Row Length and Quantity Needed

Select a row length suitable for the site and calculate the number of rows (round up to whole number). The number of rows must be evenly divisible by the number of serial sections required (add rows as necessary).

Step 5: Determine Pipe Layout Width (PLW)

Calculate the PLW using a 1.5 ft minimum center-to-center row spacing (larger spacing allowed).
 $PLW = [(\# \text{ of rows} - 1) \times \text{spacing (1.5)}] + 1.$

Step 6: Determine Minimum System Sand Bed Width (SSBW)

Calculate the minimum SSBW by dividing the SSBA from Step #1 by the selected row length from Step #4 + 1 ft (allows 6 in of sand beyond the end of the rows).

Step 7: Verify Final Bed Width Requirements

Verify the minimum SSBW from Step #6 will cover all the rows in the bed:

- Level beds and beds sloping less than 5%: If the minimum SSBW is less than the (PLW + 1 ft), use (PLW + 1 ft) as the new minimum SSBW.

2.0 SYSTEM DESIGN

- b) Beds sloping > 5%: If the minimum SSBW is less than the (PLW + 3.5 ft), use (PLW + 3.5 ft) as the new minimum SSBW. Adding 3.5 ft to the pipe layout width accounts for a 2.5 ft system sand extension on the down slope side of the field.

Step 8: Calculate System Sand Extensions (SSEs):

- a) Level beds: SSE are placed on each side of AES pipes = $[\text{SSBW} - (\text{PLW} + 1)] \div 2$. There will be no SSE's if the SSBW = (PLW + 1 ft).
 b) Sloping Beds: SSE placed entirely on the down slope side of the bed = $\text{SSBW} - (\text{PLW} + 1)$ and must be at least 2.5 ft (3 ft from the edge of the AES pipe) for beds sloping greater than 5%.

Design Example #1

Single family residence, three (3) bedrooms (450 gpd), 0.6 soils, level site, parallel (D-box) distribution layout.

Step 1: Determine System Sand Bed Area Required

From Table A: AES soil loading rate from Table A = 1.0 gpd/ft²; SSBA $\rightarrow 450 \text{ gpd} \div 1.0 \text{ gpd/ft}^2 = 450 \text{ ft}^2$ minimum.

Step 2: Calculate the Minimum Amount of AES Pipe Needed

AES pipe required using 70 ft/br from Table B = 70 ft/br x 3 br = 210 ft minimum.

Step 3: Calculate the Number of Serial Sections Needed

Being designed using parallel (D-box) distribution layout, step not needed.

Step 4: Determine Row Length and Quantity Needed

Using a row length of 70 ft requires three rows $\rightarrow (210 \text{ ft} \div 70 \text{ ft} = 3 \text{ rows})$.

Step 5: Determine Pipe Layout Width (PLW)

$\text{PLW} = [(3 \text{ rows} - 1) \times \text{spacing } (1.5)] + 1 = 4 \text{ ft}$.

Step 6: Determine Minimum System Sand Bed Width (SSBW)

Minimum SSBW $\rightarrow 450 \text{ ft}^2 \div (70 \text{ ft} + 1 \text{ ft}) = 6.34 \text{ ft}$. (Round up to 6.5 ft for ease of construction.)

Step 7: Verify Final Bed Width Requirements

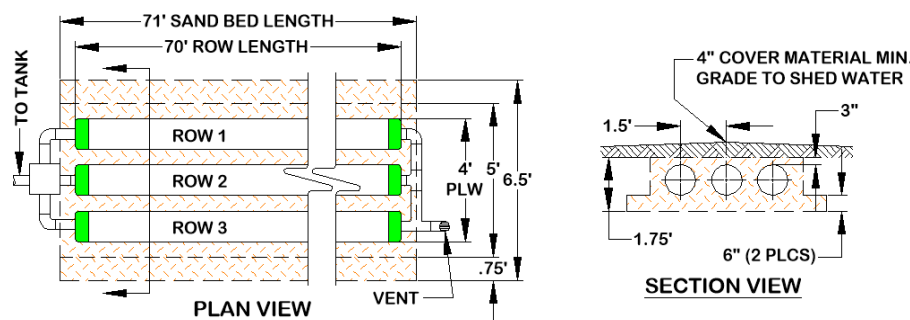
Verify the minimum SSBW from Step #6 will cover all the rows in the bed:

- c) Level beds and beds sloping less than 5%: The minimum SSBW of 6.5 ft is greater than the PLW + 1 ft. Use 6.5 ft as the new minimum SSBW.
 d) Bed does not slope, skip this step.

Step 8: Calculate System Sand Extensions (SSEs):

- c) Level beds: SSE are placed on each side of AES pipes = $[6.5 \text{ ft SSBW} - (4 \text{ ft PLW} + 1)] \div 2 = .75 \text{ ft SSE}$ on each side of the system.
 d) Bed does not slope, skip this step.

Illustration of Example #1, Parallel (D-box) Distribution:



2.0 SYSTEM DESIGN

Design Example #2

Single family residence, four (4) bedrooms (600 gpd), 0.8 soils, 10% sloping site, serial distribution layout.

Step 1: Determine System Sand Bed Area Required

AES soil loading rate from Table A = 1.60 gpd/ft²; SSBA → 600 gpd ÷ 1.60 gpd/ft² = 375 ft² minimum.

Step 2: Calculate the Minimum Amount of AES Pipe Needed

AES pipe required using 70 ft/br from Table B = 70 ft/br x 4 br = 280 ft minimum.

Step 3: Calculate the Number of Serial Sections Needed

Serial sections required → 600 gpd ÷ 750 gpd/section = 0.8 (round up to 1).

Step 4: Determine Row Length and Quantity Needed

Using a row length of 70 ft requires four rows → (280 ft ÷ 70 ft = 4 rows).

Step 5: Determine Pipe Layout Width (PLW)

PLW = [(4 rows – 1) x spacing (1.5)] + 1 = 5.5 ft.

Step 6: Determine Minimum System Sand Bed Width (SSBW)

Minimum SSBW → 375 ft² ÷ (70 ft + 1 ft) = 5.28 ft. (Round up to 5.5 ft for ease of construction.)

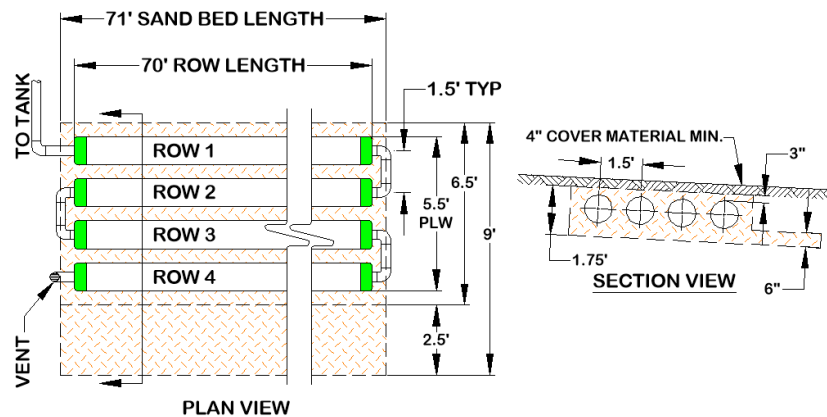
Step 7: Verify Final Bed Width Requirements

- This bed is sloping greater than 5%, go to b).
- The minimum SSBW of 5.5 ft is less than the 5.5 ft PLW + 3.5 ft. Use 9 ft as the new minimum SSBW.

Step 8: Calculate System Sand Extensions (SSEs)

- The bed is sloping, go to b).
- Sloping beds: SSE placed entirely on the down slope side of the bed = 9 – (5.5 + 1) = 2.5 ft. (The bed slope is greater than 5% so the system sand extension must be a minimum of 2.5 ft (3 ft from the edge of the AES pipe).

Illustration of Example #1, Basic Serial Distribution:



2.0 SYSTEM DESIGN

2.3 Design Specifications

The AES system shall be designed in accordance with this Manual and state and/or local rules and can be installed using either bed or trench design utilizing any of the design configurations outlined in this Manual.

Daily Design Flow

Residential daily design flow for AES systems is calculated in accordance with state and county rules. The minimum daily design flow shall be 125 gallons for any single-family residential system and 300 gallons for any commercial system.

Septic Tank

The AES system is designed to treat effluent that has received “primary treatment” in a standard septic tank. Septic tanks shall be sized according to state and/ or local rules.

- Septic tank capacity shall be increased by 50% if a garbage disposal or basement ejector pump (pumping solids) is used.
- No additional AES pipe is required when using a garbage disposal (grinder). Multiple compartment septic tanks or multiple tanks are preferred and should be pumped as needed. Septic tanks used with the AES system must be fitted with inlet and outlet baffles in order to retain solids in the tank and to prevent them from entering the AES system.

Water Purification Systems

- Water purification systems and water softeners should not discharge into any AES system.
- If there is no alternative means of disposing of this backwash other than in the system, the system will need to be “oversized.” Calculate the total amount of backwash in gpd, multiply by 2, and add this amount to the daily design flow when determining the field and septic tank sizing.
- Water purification systems and water softeners require regular routine maintenance; consult and follow the manufacturer’s maintenance recommendations.

Pressure Distribution

The use of pressure distribution lines in AES systems is prohibited. Pumps may be utilized when necessary only to gain elevation and to feed a distribution box which then distributes effluent by gravity to the AES field. Siphon dosing is permitted; adequate venting is required in a siphon-dosed system or pumped system, which may require an additional high vent (referred to as “differential venting”).

Effluent (Wastewater) Strength

The AES pipe requirement for bed or trench systems is based on residential strength effluent, which has received primary treatment in a septic tank. Designing a system that will treat higher strength wastes requires additional AES pipe. In these situations, our Technical Advisors shall be consulted for recommendations at (800) 473-5298.

Effluent Filters

- Effluent filters are ~~not recommended for use~~ required with AES systems in Riley County.
- Effluent filters should be maintained on at least a semi-annual basis. Follow manufacturer’s instructions regarding required inspections, cleaning and maintenance of the effluent filter.
- Effluent filters must allow the free passage of air to ensure the proper functioning of the system when utilizing the building roof vent (no high vent present on system).
- Charcoal filters in vent stacks (for odor control) are not recommended by PEI. They can block air flow and potentially shorten system life.

Flow Equalizers Required

All distribution boxes (D-box) used to divide effluent flow require flow equalizers in their outlets. A flow equalizer is an adjustable plastic insert installed in the outlet holes of a D-box to equalize effluent distribution to each outlet whenever flow is divided. Each bed or section of combination serial distribution is limited to a maximum of 15

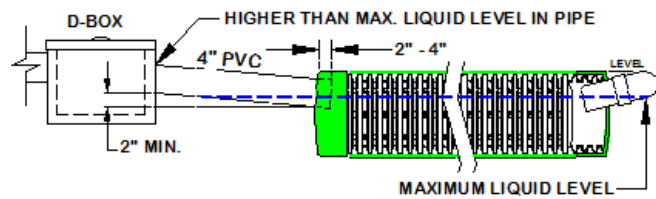


2.0 SYSTEM DESIGN

gallons per minute (gpm), due to the flow constraints of the equalizers. Example: pumping to a combination system with 3 sections (using 3 D-box outlets). The maximum delivery rate is $(3 \times 15) = 45$ gpm. Always provide a means of velocity reduction when needed. All systems with combination serial distribution or multiple bed distribution shall use flow equalizers in each D-box outlet.

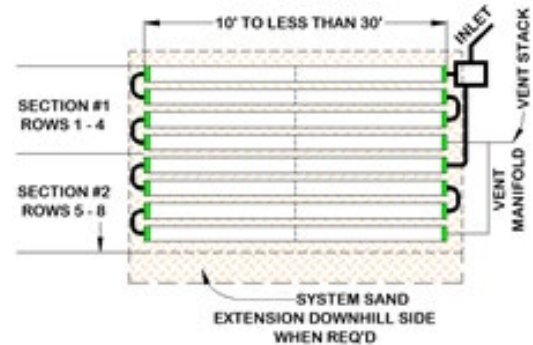
Two Inch Rule

The outlet of a septic tank or D-box shall be set at least 2 in above the highest inlet of the AES row, with the connecting pipe slope not less than 1% (approximately $\frac{1}{8}$ in per foot). Illustration of 2 in rule:



Row Requirements

- All beds shall have at least 2 rows.
- Maximum row length for any system is 100 ft of pipe.
- Recommended minimum row length is 30 ft of pipe.
 - A combination (or D-box) distribution system shall be used if any row length is less than 30 ft.
 - A minimum of two D-box outlets must be used and the field must be vented.
- Minimum center-to-center spacing is 1.5 ft for all systems. Spacing may be increased at the discretion of the system designer or as needed to meet the required SSBA.
- Sewn seam must be oriented in the 12 o'clock position. This correctly orients the Bio-Accelerator® fabric in the 6 o'clock position.
- For level beds: the AES rows shall be centered in the middle of the system sand bed area and any system sand extensions divided evenly on both sides.
- For sloping beds: the elevations for each AES row must be provided on the drawing. All rows shall be grouped 6 in from the up-slope edge of the system sand bed area (SSBA) with any system sand extensions placed entirely on the downslope side. Systems sloping greater than 5% require a 2.5 ft system sand extension on the downslope side of the bed (3 ft when measured from the pipe).
- Each row must be laid level to within $\pm \frac{1}{2}$ in (total of 1 in) of the specified elevation and preferably should be parallel to the contour of the site.
- It is most convenient if row lengths are designed in exact 10 ft increments to accommodate the length of the AES pipe as manufactured. However, AES pipe lengths can be cut to any length.



System Sand Extensions

System sand extensions are placed on the down slope side of sloping systems and equally divided on each side of level systems. The system sand extension is measured from the tall portion of the system sand bed. In systems sloping more than 4%, a 2.5 ft minimum system sand extension is required. The system sand extension area is a minimum of 6 in deep. For multiple slope beds, if any portion of the bed has a system slope greater than 4% a 2.5 ft minimum system sand extension is required. Illustration of bed with multiple slopes below.

Sloping Sites and Sloping Systems

- The percentage of slope in all system drawings refers to the slope of the system, not the existing terrain ("site slope") and refers to the slope of the bed itself ("system slope").
- The system slope and the site slope do not have to be the same.
- Maximum site slope is 15% and maximum system slope is 15%.

2.0 SYSTEM DESIGN

Table D: Allowable Slope and System Configuration		
Riley County Percolation Rate Minutes per Inch (MPI)	% System Slope Maximum	% Site Slope Maximum
1 to 30	15	15
31 to 40	15	15
41 to 50	15	15
51 to 60	10	15
61 to 120	0	5

Side-Slope Tapering

- If all parts of the system, including cover material, are at or below original grade, the system will not require side-slope tapering.
- If any part of the system (including soil cover) is above original grade, the system will require side-slope tapering. Side-slope tapering is used to blend the system into the terrain, making it both less susceptible to erosion, less noticeable and easier to mow.
- Side-slope tapering is to be a minimum of 3:1 slope.

Separation Distances (Horizontal and Vertical)

Minimum horizontal separation distances (also called “set-backs”) must comply with state and/or local requirements. Horizontal separation distances are measured from the outermost edge of the system sand bed area. Vertical separation distances are measured from the system sand/receiving soil interface.

- The minimum separation distance between the system sand/receiving soil interface and the limiting layer, ledge, bedrock or impermeable soils is 18 in.

Interceptor Drains

Interceptor drains or diversion berms, if used, must be upslope of the AES System and a minimum of 10 ft. away from all AES pipe.

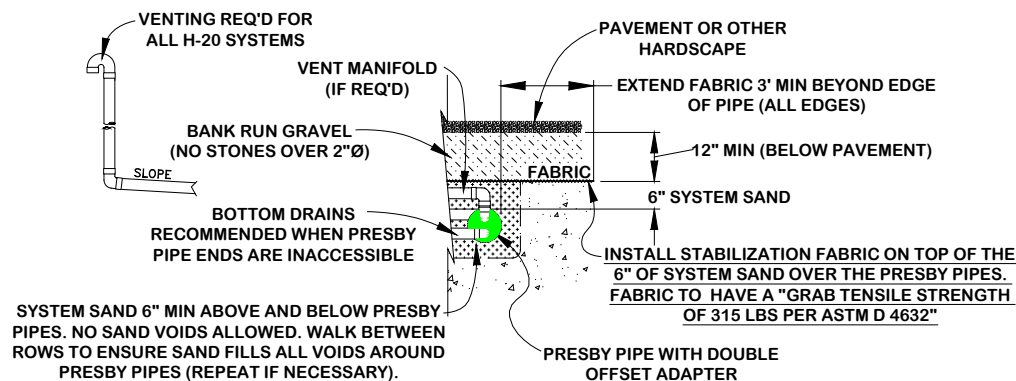
Barrier Materials over System Sand

No barrier materials (hay, straw, tarps, etc.) are to be placed between the system sand and cover material. The only exception is the placement of the specified fabric to achieve H-20 loading requirements.

Bottom Drain

A bottom drain is a line connected to the hole in the 6 o'clock position of a double offset adapter at the end of each row which drains to a sump and is utilized to lower the water level in a saturated system in H-20 applications or to facilitate system rejuvenation. There must be 18 in from the bottom of the sump to the bottom of the drain. The sump should be brought above the final grade and have a locking or mechanically fastened cover.

Illustration of a bottom drain:



NOTE:

THE ONLY SOIL COMPACTION THAT SHOULD TAKE PLACE IS AT THE POINT OF PREPARATION FOR PAVEMENT.

2.0 SYSTEM DESIGN

2.4 System Configurations

Elevated Bed Systems (Mounds)

Elevated beds are designed for sites with soil, depth to groundwater or restrictive layers that do not allow for in-ground bed systems. An elevated bed system is a soil absorption field with any part of the system above original grade. Side-slope tapering is used to blend the raised portion of the system with the existing grade. Elevated bed systems require 6 in fill extensions on each side (measured from the pipe), and 3 ft on the downhill side of beds sloping greater than 5% after which side-slope tapering is to be a maximum of 3 horizontal feet for each 1 ft of vertical drip until it meets existing grade. There must be a minimum of 12 in of cover material over the ends of all system sand extensions (if present).

Illustration of an elevated level bed:

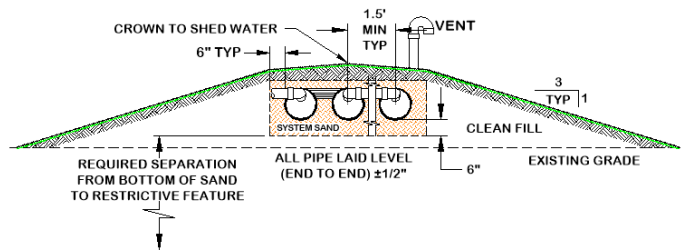
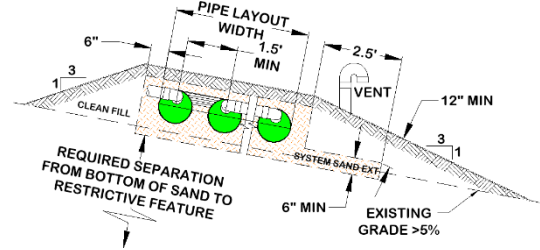
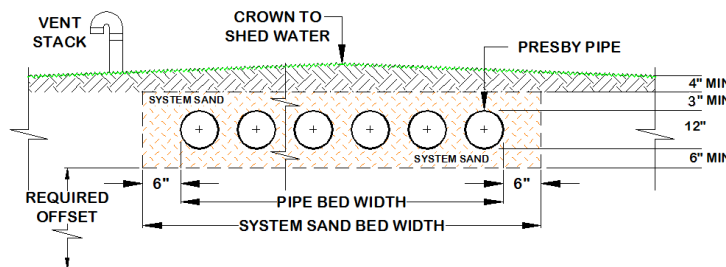


Illustration of an elevated sloping bed:



In-Ground Bed Systems

Systems are installed below existing grade for sites with no restrictive layer to limit placement. In-ground systems that slope over 4% require a 2.5 ft system sand extension on the downhill side of the field. In-ground on level site:



Trench Systems

AES pipe may be installed in trench configurations on level or sloping terrain and may utilize serial, combination, butterfly, or parallel distribution. Trench systems incorporate one or more rows of AES pipe per trench. A minimum of 3 in of system sand is required above and 6 in below, between, and around the perimeter of the AES pipe. Consult state or county rules for acceptable trench width and/or required trench separation.

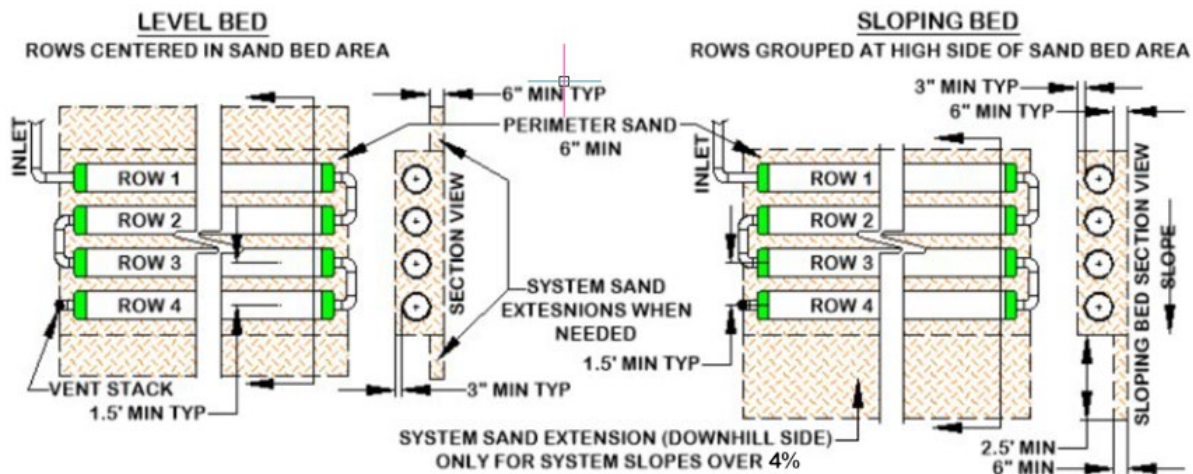
Basic Serial Distribution

AES rows are connected in series at the ends with raised connections, using offset adapters.

- Used for single beds of 750 gpd or less and multiple beds where each bed receives 750 gpd or less.
- Incorporates rows in serial distribution in a single bed.
- Rows shall meet requirements outlined in the design criteria above.
- Gravity fed basic serial systems may be fed directly from the septic tank.
- Gravity fed systems with parallel distribution require a distribution box placed on level concrete with speed levelers.
- Bed may be constructed with unusual shapes to avoid site obstacles or meet setback requirements.

Illustration of basic serial systems bed designs:

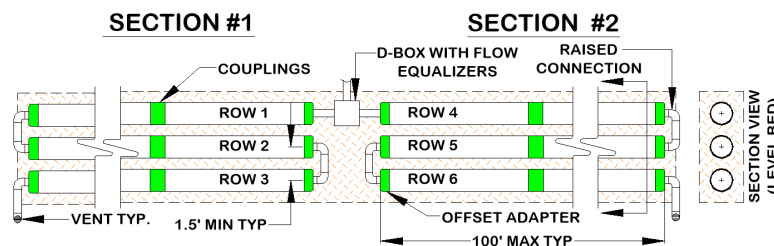
2.0 SYSTEM DESIGN



Butterfly Configuration

- A "butterfly configuration," is considered a single bed system with two or more sections extending in opposite directions from the D-box along the contour.
- Butterfly configurations are generally used to accommodate bed lengths longer than the maximum row length of 100 ft.
- Beds can contain any number of serial sections.
- Rows shall meet requirements outlined in the design criteria above.

Illustration of a butterfly configuration bed design:



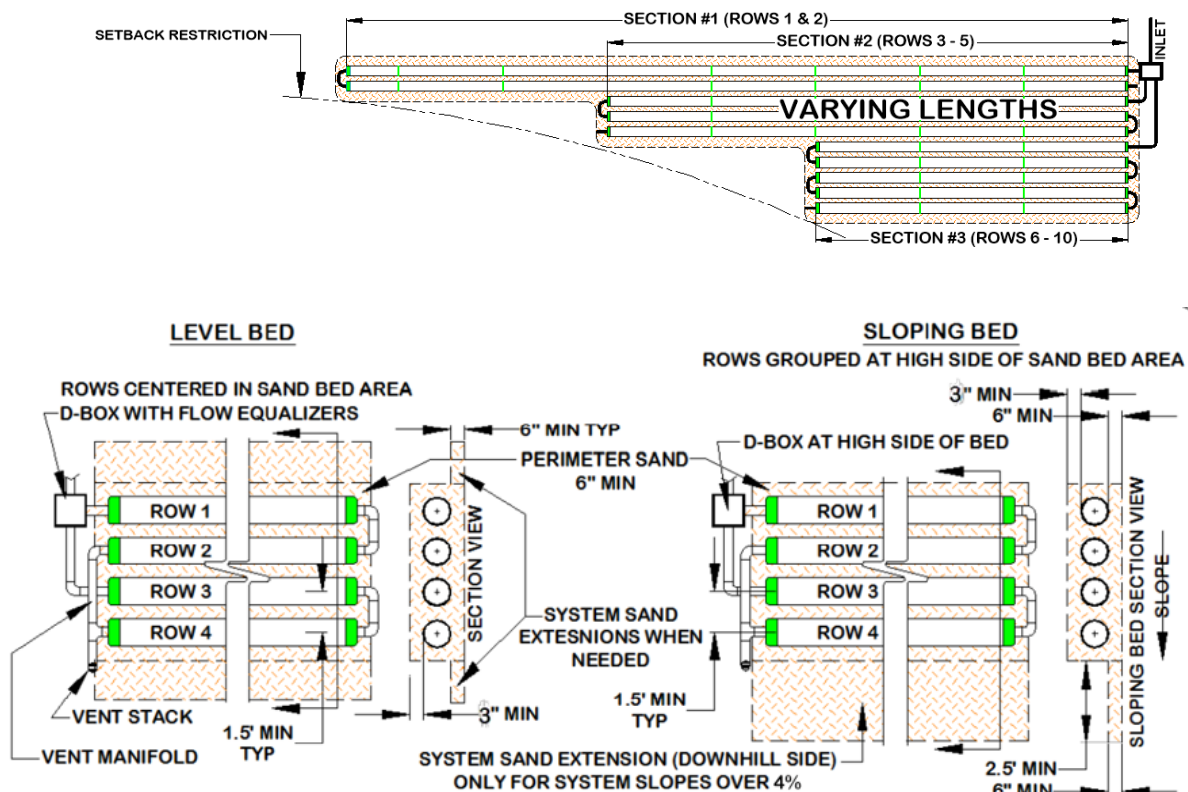
Combination Serial Distribution

Combination serial distribution within one bed, or multiple beds, is required for systems with daily design flows greater than 750 gpd. Effluent flow is divided evenly to each section using a D-box with flow equalizers.

- Consists of two or more serial sections (with a maximum loading of 750 gpd/section) installed in a single bed each section receiving an equal amount of effluent from a D-box with flow equalizers.
- Each section consists of a series of AES rows connected at the ends with raised connections, using offset adapters and PVC sewer and drainpipe.
- There is no limit on the number of sections within a bed.
- Each section shall have the same linear feet of pipe determined by dividing the total minimum linear feet required in the system by the number of sections required.
- A section may exceed the minimum linear feet required.
- When the vent manifold is on the same side as the serial section inlets, the manifold runs over the top of these inlets.

2.0 SYSTEM DESIGN

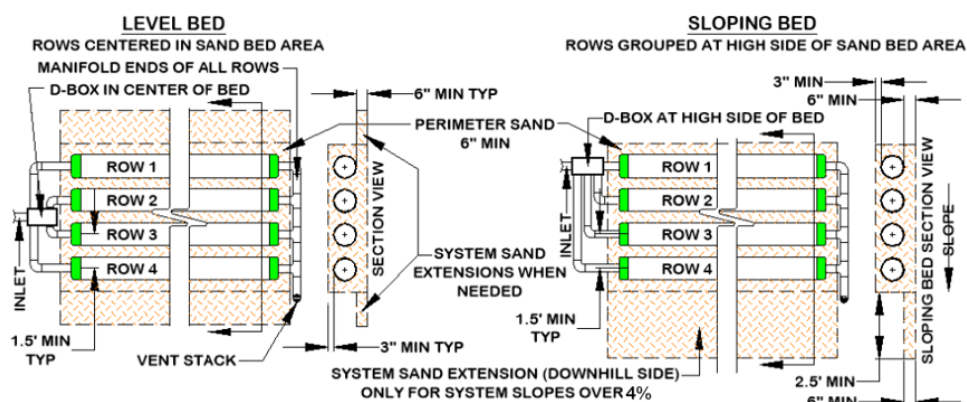
Rows must meet requirements outlined in the design criteria above except rows within a section may vary in length to accommodate site constraints as shown below. Illustrations of combination serial systems:



D-box (Parallel) Distribution

- All rows in this configuration must be the same length.
- Flow equalizers must be used in the D-box.
- Use a vent manifold to connect the ends of all rows. Manifold shall be sloped toward AES pipes.
- D-box placement shall be installed on level concrete with speed levelers.
- All rows shall be laid level end-to-end.
- A 2 in min. drop is required between the D-box outlets and the AES pipe inlets.
- Rows shall meet requirements outlined in the design criteria above.

Illustrations for D-box (parallel) distribution bed design:



2.0 SYSTEM DESIGN

Multiple Bed Distribution

Incorporates two or more beds, each bed receiving an equal amount of effluent from a D-box. Multiple beds may be oriented along the contour of the site or along the slope of the site.

- Each bed shall have the same minimum linear feet of pipe. The minimum linear feet of pipe per bed is determined by dividing the total linear feet required in the system by the number of beds.
- Rows within a bed may vary in length to accommodate site constraints, except with D-box configuration which requires all rows to be the same length.
- End-to-end configurations are preferred to side-to-side configurations.
- Bed separation distance is measured from the edge of the SSBA and is dependent on state and/or local requirements.

Illustration of End-to-End multiple beds:

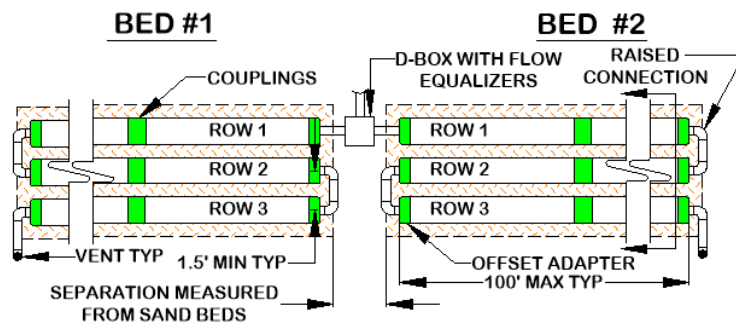
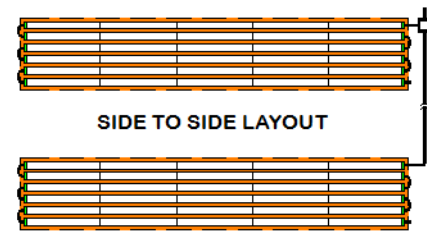


Illustration of Side-to-Side multiple beds:

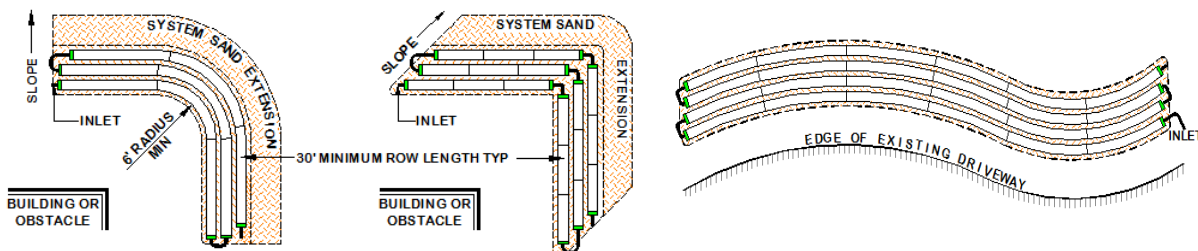


Angled and Curving Beds

Angled and curving beds are used to avoid obstacles and work well around structures, setbacks, and slopes. Multiple curves can be used within a system to accommodate various contours of the site.

- Rows are angled by bending pipes up to 90 degrees or through the use of offset adapters
- Rows shall meet requirements outlined in the design criteria above.

Illustrations of angled and curving beds:



2.5 Pump Systems

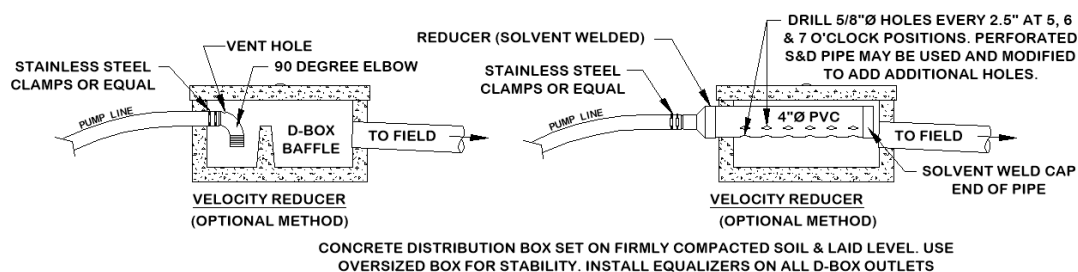
Pumped systems supply effluent to the system using a pump and D-box when site conditions do not allow for a gravity system. Dosing siphons are also an acceptable means of delivering effluent to the system.

- Pump volume per dose shall be no greater than 1-gallon times the total linear feet of AES pipe.
- Pump dosing should be designed for a minimum of 6 cycles per day; 6-8 cycles per day are recommended.
- If possible, the dosing cycle should provide one hour of drying time between doses.
- Pump systems must have a high-water alarm float or sensor installed inside the pump chamber. Follow state, local and national code requirements.
- Pumped systems with basic serial distribution are limited to a maximum dose rate of 40 gpm and do not require the use of a flow equalizer on the D-box outlet.

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- All pump systems require differential venting.
- All pumped systems require a D-box with baffles, a velocity reducing tee or other means to be used for velocity reduction.
- All systems with combination serial distribution or multiple bed distribution shall use flow equalizers in each D-box outlet with each bed or section limited to a maximum of 15 gpm, due to the flow constraints of the equalizers.
 - *Example: pumping to a combination system with 3 sections (using 3 D-box outlets). The maximum delivery rate is $(3 \times 15) = 45$ gpm. Higher flow rates can be accommodated by connecting multiple D-box outlets to each line.*
- The rate at which effluent enters the AES pipe shall be controlled. Excessive effluent velocity can disrupt solids that settle in the pipes.
 - Effluent shall never be pumped directly into AES pipes.
 - A D-box or tank shall be installed between the pumping chamber and the AES pipe to reduce effluent velocity.
 - Force mains shall discharge into a D-box (or equivalent) with velocity reducer such as a baffle, 90° bend, tee or equivalent.
- Velocity reducers are also needed for gravity systems when there is excessive slope between the septic tank and the AES system.

Two methods of velocity reduction:



2.6 Venting

An adequate air supply is essential to the proper functioning of AES systems. Venting is always required. All systems shall utilize differential venting.

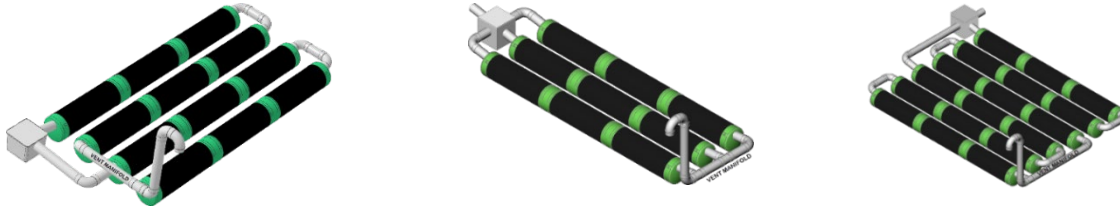
General Rules

- Differential venting is the use of high and low vents in a system.
- In a gravity system, the roof stack acts as the high vent.
- High and low vent openings shall be separated by a minimum of 10 vertical ft.
- If possible, the high and low vents should be of the same capacity.
- Roof vent diameter must be a minimum of 3 in., 4 in. diameter is recommended. If the roof vent is less than 3 in., an additional high vent is recommended.
- Vent openings shall be located to ensure the unobstructed flow of air through the entire system.
- The low vent inlet shall be a minimum of 1 ft above final grade or anticipated snow level. Vents extending more than 3 ft above grade must be anchored.
- Sch. 40 or SDR 35 PVC (or equivalent) should be used for all vent stacks.
- One 4 in vent is required for every 1,000 ft of AES pipe.
- A single 6 in vent may be installed in place of up to three 4 in vents.
- If a vent manifold is used, it shall be at least the same diameter as the vent(s).
- Vent piping should slope downward toward the system to prevent moisture from collecting in the pipe and blocking the passage of air.
- Remote venting may be utilized to minimize the visibility of vent stacks.
- When venting multiple beds, it is preferred that each bed be vented separately rather than connecting bed vents together. Multiple vents can be remotely located to the same location if desired.

2.0 SYSTEM DESIGN

Vent Manifolds

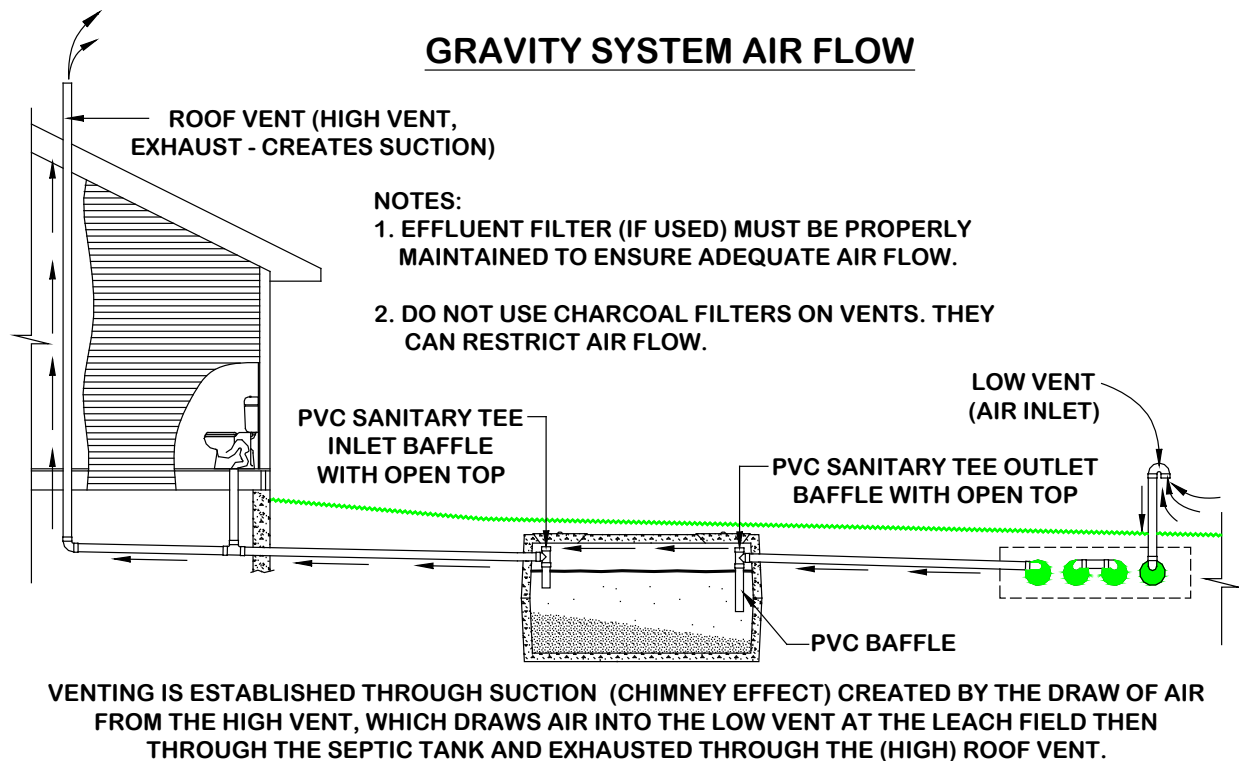
A vent manifold may be incorporated to connect the ends of a number of sections or rows of AES pipe to a single vent opening. Slope the lines connecting the manifold to the AES pipes to drain condensation.



Gravity Systems Vent Locations

- A low vent is installed at the end of the last row of each section or the end of the last row in a basic serial bed, or at the end of each row in a D-box distribution configuration system. A vent manifold may be used to connect the ends of multiple sections or rows.
- The house (roof) vent functions as the high vent as long as there are no restrictions or other vents between the low vent and the house (roof) vent.
- When the house (roof) vent functions as the high vent, there shall be a minimum of a 10 ft vertical differential between the low and high (roof) vent openings.

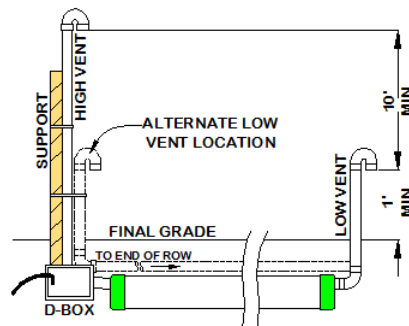
Illustration of gravity system air flow:



Pump System Vent Locations

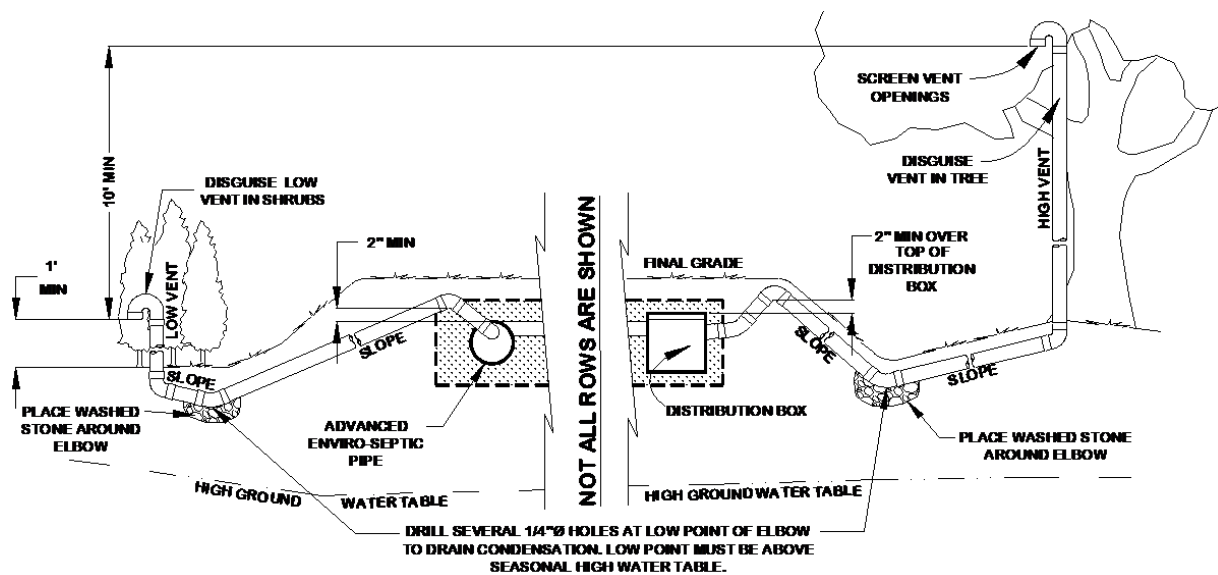
- A low vent is installed through an offset adapter at the end of each section, basic serial bed or attached to a vent manifold.
- A high vent is attached to an unused D-box outlet.
- The low and high vents may be swapped, provided the D-box is insulated against freezing in cold climates.
- For options to relocate the high vent, see Remote Venting.

- For options to eliminate the high vent, see Bypass Venting.



If site conditions do not allow the vent pipe to slope toward the system, or the owner chooses to utilize remote venting for aesthetic reasons (causing the vent pipe not to slope toward the system), the low point of the vent line must be drilled creating several ¼ in holes to allow drainage of condensation. This procedure may only be used if the vent pipe connecting to the system has:

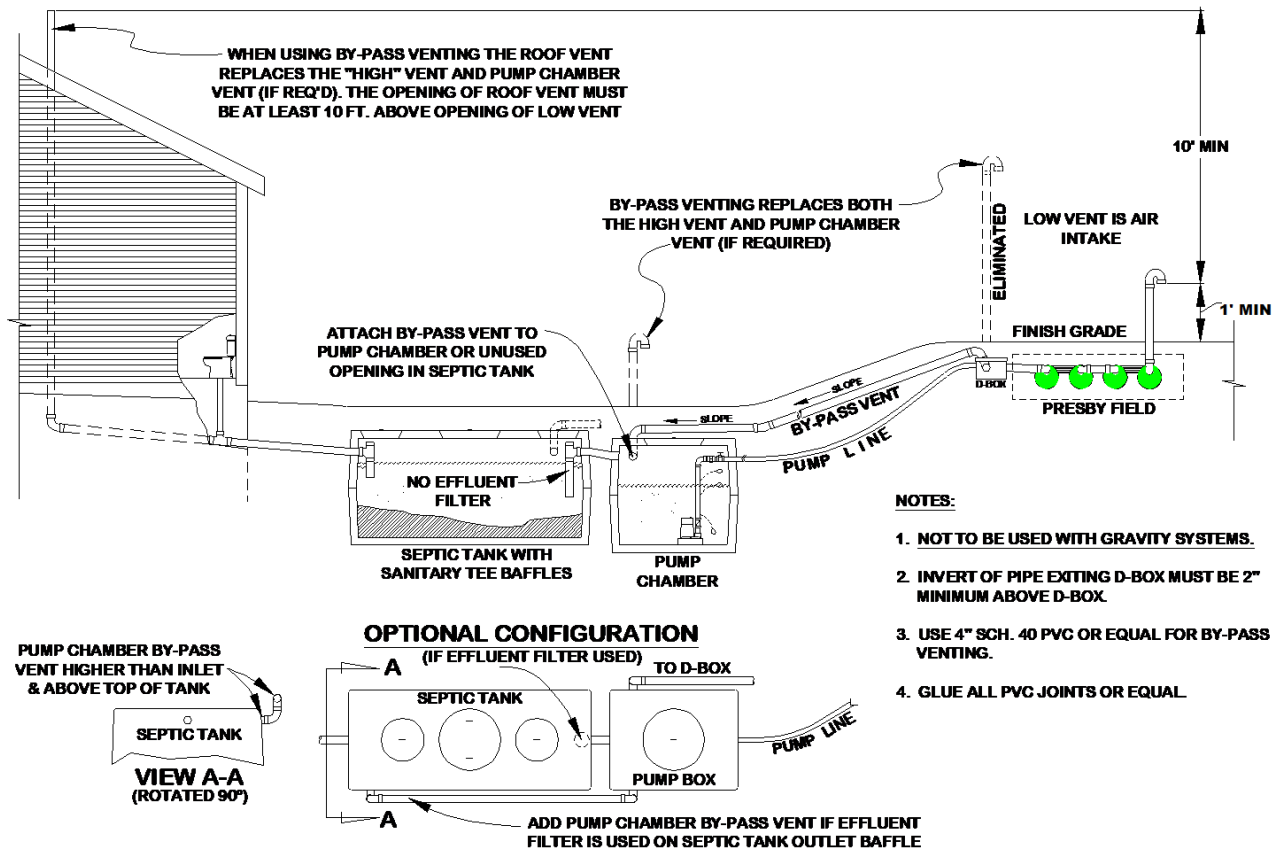
- A high point that is above the highest point of all AES pipes or the D-box (2 in minimum for each); and,
- A low point opened for drainage which is above the SHWT (see diagram next page).



When a field is fed using pumping or dosing, it is necessary to provide air flow through the system by using either an independent high vent at the field or “by-pass venting”. For by-pass venting, the system is plumbed by attaching Sch. 40 or SDR 35 PVC from the D-box back to the septic tank or pump chamber if no effluent filter is present. This process “by-passes” the pump line and allows air to flow from the low vent to the roof vent which functions as the high vent. The bypass vent line invert must rise 2 in above D-box before dropping to pump chamber or septic tank.

2.0 SYSTEM DESIGN

Illustration of by-pass venting:



2.7 Site Selection

Determining Site Suitability

Refer to state and/or local rules regarding site suitability requirements.

Topographic Position Requirement

AES systems shall not be located where surface or ground waters will converge, causing surface water flow to become concentrated or restricted within the soil absorption field. The system shall be located in an area that does not concentrate water, both surface and subsurface. If allowed by state and/or local authorities, altering the terrain upslope of a system may alleviate this requirement if the waters are sufficiently altered to redirect flows away from the field.

- Locate systems on convex, hill, slope or level locations. Avoid swales, low areas, or toe-of-slope areas that may not provide sufficient drainage away from the system.
- No onsite system may be located on concave slopes that concentrate surface or ground water flows unless up-slope terrain is sufficiently altered or interceptor drains are used to redirect water away from the system.
- Systems must be located where adjacent soils in the proposed system location and a 50 ft. perimeter are suitable for dispersing water away from the system.
- Systems should not be located where lawn irrigation, roof drains, or natural flows increase water loading to the soils around the system.

2.0 SYSTEM DESIGN

- Divert surface water away from the system. Interceptor drains, if used, must be upslope of the AES system and a minimum of 10 ft away from all AES pipe.
- Systems should not be located where structures such as curbs, walls or foundations might adversely restrict the soil's ability to transport water away from the system.
- Systems should be located to allow access for septic tank maintenance and to at least one end of all AES rows.
- Avoid locating systems in rocky or wooded areas that require additional site work, since this may alter the soil's ability to accept water.
- No trees or shrubs should be located within 10 ft of the system to prevent root infiltration.

AES as a Replacement System

If an AES system is being installed in the same location where another onsite system has previously been installed:

- Remove the existing components and contaminated sand and soil.
- If the soils under and around the system have not been compromised, it is permissible to install the AES system in the same excavated location using new system sand.

Note: Permits are required for system replacement.

3.0 INSTALLATION

3.1 Installation Requirements

Component Handling

Keep mud, grease, oil, etc. away from all components. Avoid dragging pipe through wet or muddy areas. Store pipe on high and dry areas to prevent surface water and soil from entering the pipes or contaminating the fabric prior to installation. The outer fabric of the AES pipe is ultra-violet stabilized; however, this protection breaks down after a period of time in direct sunlight. To prevent damage to the fabric, cover the pipe with an opaque tarp if stored outdoors.

Site Preparation Prior to Excavation

1. Locate and stake out the system sand bed, extension areas and soil material cover extensions on the site according to the approved plan.
2. Double-check that all set-back requirements are met. Remember, horizontal set-backs are measured from the outermost edge of the system sand bed.
3. Install sediment/erosion control barriers prior to beginning excavation to protect the system from surface water flows during construction.
4. Do not stockpile materials or equipment within the portion of the site receiving system sand.

Critical Reminder to Prevent Soil Compaction

It is critical to keep excavators, backhoes, and other equipment off the excavated or tilled surface of a bed. Before installing the system sand, excavation equipment should be operated around the bed perimeter; not on the bed itself. It is especially important to avoid using construction equipment down slope of the system to prevent soil compaction. Do not excavate the receiving area with a finish bucket because this will compact or smear the soil.

When to Excavate

- Do not work wet or frozen soils.
- If a fragment of soil from about 9 in below the surface can easily be rolled into a wire, the soil moisture content is too high for construction.
- Do not excavate the system area immediately after, during or before precipitation.

Tree Stumps

Before tilling, remove all grass, leaves, sticks, brush and other organic matter or debris from the excavated system site. Remove all tree stumps and the central root system below grade by using a backhoe or excavator with a mechanical “thumb” or similar extrication equipment, lifting or leveraging stump in a manner that minimizes soil disturbance. It is not necessary for the soil of the system site to be smooth when the site is prepared.

- Avoid soil disturbance, relocation, or compaction.
- Avoid mechanical leveling or tamping of dislodged soil.
- Fill all voids created by stump or root removal with system sand.

Raking and Tilling Procedures

All areas receiving system sand, sand fill, side-slope tapering and fill extensions shall be raked or tilled to remove the organic layer (grass, leaves, forest litter, etc.). If a backhoe/excavator is used to till the site, fit it with chisel teeth and till the site. The backhoe/excavator shall remain outside of the proposed system sand area and all areas that will be impacted by side-slope tapering. While tilling, remove all stones larger than 6 in, stumps roots, grass, brush and other organic matter or debris from the excavated system site.

- For in-ground bed systems, excavate the system bed as necessary below original grade. Using an excavator or backhoe, tilt the bucket teeth perpendicular to the bed and use the teeth to rake furrows 2 – 6 in deep into the bottom of the entire area receiving system sand or sand fill.
- For elevated bed systems remove all organics and topsoil (O & A soil horizons) in the footprint of the dispersal area prior to installing system sand; for percolation rates of 61 – 120 MPI, remove the organics, the topsoil may be left in-place and tilled. Next, use an excavator or backhoe to rake furrows 2 in – 6 in deep into the receiving area.

Note: It is not necessary for the soil of the system site to be smooth when the site is prepared.

3.0 INSTALLATION

Install System Sand and/or Sand Fill Immediately After Excavation

- To protect the tilled area from damage by precipitation, system sand should be installed immediately after tilling.
- Work off either end or the uphill side of the system to avoid compacting soil.
- Keep at least 6 in of sand between the vehicle tracks and the tilled soil of the site if equipment must work on receiving soil.
- Track construction equipment should not travel over the installed system area until at least 12 in of cover material is placed over the AES pipes.
- Heavy equipment with tires shall never enter the receiving area due to likely wheel compaction of underlying soil structures.

Distribution Box Installation

It is essential that the D-box remain level after installation in order to ensure even distribution to all rows within the system. To prevent movement, D-box shall be set on a level concrete pad. Take care when backfilling that the D-box remains level.

Row Installation Sequence

1. Install a minimum of 6 in. of system sand to the elevation where the bottom of AES pipes will be and install the sand on side-slope tapering to allow machinery movement around the perimeter of the system. Rake the system sand where the AES pipes will be installed so it is as level as possible before placing pipes on the system sand. This will make it easier to level the pipe rows.
2. Locate AES rows horizontally to tie points on site.
3. Locate AES rows vertically using a laser level or transit. Lift or lower the pipes at couplings using a hand shovel and adding or removing system sand as necessary.
4. Drop system sand along each row of couplings being careful to avoid moving the rows.
5. Add or remove system sand along rows to level. The rows may be raised by straddling them and pushing additional system Sand below the pipes with your feet. A hand shovel may be scraped along the system sand below the pipes to remove a small amount if needed.
6. Re-check horizontal and vertical locations. Re-check that pipes are level to within 1 in. end-to-end.
7. Add system sand between and around the AES pipes, leaving the uppermost surface of the pipe exposed to allow for system inspection (if required by local approving authority).

Level Row Tolerances

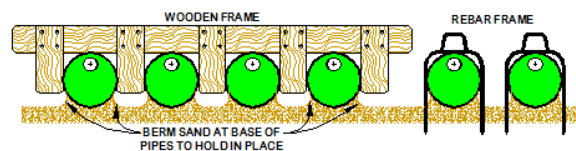
Use a laser level or transit to install rows level. Variations beyond 1 in ($\pm\frac{1}{2}$ ") may affect system performance and are not acceptable.

Correct Alignment of AES Bio-Accelerator® Fabric

The Bio-Accelerator (white geo-textile fabric) is to be positioned centered along the bottom of the pipe rows (sewn seam up).

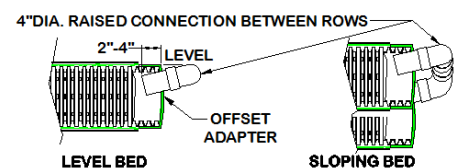
Row Spacers

System sand may be used to keep pipe in place while covering, but simple tools may also be constructed for this purpose. Two examples are shown. One is made from rebar, the other from wood. **Caution:** Remove all tools used as row spacers before final covering.



Connect Rows Using Raised Connections

Raised connections consist of offset adapters, 4 in PVC sewer and drainpipe, and 90° elbows. They enable greater liquid storage capacity and increase the bacterial surfaces being developed. Use raised connections to connect the rows of basic serial and combination serial configurations. Raised connections extend 2 in to 4 in into pipe and are installed on an angle (as shown in the drawing to the right). If the



3.0 INSTALLATION

ends are not at least 2 in into the pipe, they may become dislodged during backfilling. If the ends extend more than 4 in into the pipe, this may cut off the flow of oxygen to the system. The top of the raised connections should be level with the top of the AES pipe as shown. All PVC joints should be glued or mechanically fastened.

Backfilling Rows

1. Spread system sand between the rows.
2. Confirm pipe rows are positioned with Bio-Accelerator along the bottom (sewn seam up).
3. Straddle each row of pipe and walk heel-to-toe its entire length, ensuring that system sand fills all void spaces beneath the AES pipe.
4. Finish spreading system sand to the top of the rows and leave them exposed for inspection purposes.
5. Confirm that all rows of pipe are level to within 1 in end-to-end.
6. After inspection (if required) proceed to backfilling and final grading.

Backfilling and Final Grading

Final grading of the entire site should redirect surface water flows so that they do not collect in the system bed area. The system bed must slope or have a crown to ensure that surface water runoffs do not collect on the system. Systems should not be located where lawn irrigation, roof drains, or natural flows increase water loading to the soils around the system.

1. Spread system sand to a minimum of 3 in over the pipe and a minimum of 6 in on all four sides of the bed beyond the AES pipes. DO NOT install any barrier materials on top of the system sand.
2. AES systems with any part of the system (including cover material) above original grade require side-slope tapering on each side beyond the outer edge of the system sand bed, tapering to a 3:1 slope.
3. Spread a minimum of 4 in. of topsoil (loam) capable of supporting plant growth, without causing compaction.
4. To prevent erosion, soil cover above the system shall be immediately planted with native, shallow-rooted vegetation such as grass, wildflowers and certain perennials or ground covers. No trees or shrubs should be located on or within 10 ft. of the system perimeter (including side-slope tapering) to prevent roots from growing into and damaging the system. If the system includes a perimeter drain, there should be no trees or shrubs planted closer than 10 ft from the location of the perimeter drain. Do not plant gardens for human consumption in the vicinity of the wastewater treatment system.

Fill Extensions Requirements

All systems with any portion of the system sand bed above original grade require 1 ft fill extensions on each side beyond the outside edge of all AES pipes (up to 3 ft on downhill side of sloping systems) and then tapering to meet existing grade at a maximum slope of 3:1.

4.0 REJUVENATION AND EXPANSION

4.1 Bacteria Rejuvenation and Expansion

Why Would System Bacteria Rejuvenation Be Needed?

Bacteria rejuvenation is the return of bacteria to an aerobic state. Flooding, improper venting, alteration or improper depth of soil material cover, use of incorrect sand, sudden use changes, introduction of chemicals or medicines, and a variety of other conditions can contribute to converting bacteria in any system from an aerobic to an anaerobic state. This conversion severely limits the bacteria's ability to effectively treat effluent, as well as limiting liquids from passing through. A unique feature of the AES system is its ability to be rejuvenated in place.

How to Rejuvenate System Bacteria

System bacteria are "rejuvenated" when they return to an aerobic state. By using the following procedure, this can be accomplished in most AES systems without costly removal and replacement.

1. Contact PEI before attempting rejuvenation for technical assistance.
2. Determine and rectify the problem(s) causing the bacteria conversion.
3. Have system and septic tank pumped by a registered septage pumper.
4. Drain the system by excavating at least one end of all the rows and removing the offset adapters.
5. If foreign matter has entered the system, flush the pipes.
6. Safeguard the open excavation.
7. Guarantee a passage of air through the system.
8. Allow all rows to dry for 72 hours minimum. The system sand should return to its natural color.
9. Re-assemble the system to its original design configuration. As long as there is no physical damage to the AES components, the original components may be reused.

System Expansion

AES systems are easily expanded by adding equal lengths of pipe to each row of the original design or by adding additional equal sections. All system expansions shall comply with state and/or local regulations. Permits may be required prior to system expansion.

Reusable Components

AES pipe and components are not biodegradable and may be reused. In cases of improper installation, it may be possible to excavate, clean, and reinstall all system components.

System Replacement

If an AES system requires replacement...

- Remove the existing components and contaminated sand
- If the soils under and around the system have not been compromised, replace in the same excavated location with new system sand.
- If components are not damaged, they may be cleaned and reused.

Note: Permits may be required for system replacement.

5.0 OPERATION AND MAINTENANCE

5.1 Operation and Maintenance

Proper Use

All AES systems designed and installed in Riley County must be operated and maintained in accordance with the Riley County Sanitary Code, Article 5, Section 2-5.6. An awareness of proper use and routine maintenance will guarantee system longevity. We encourage all system owners and service providers to obtain and review a copy of our Owner's Manual, available from our website www.presbyeco.com or via mail upon request to (800) 473-5298 or info@presbyeco.com.

System Abuse Conditions

The following conditions constitute system abuse:

- Liquid in high volume (excessive number of occupants and use of water in a short period of time, leaking fixtures, whirlpool tubs, hot tubs, water softening equipment or additional water discharging fixtures if not specified in system design).
- Solids in high volume (excessive number of occupants, paper products, personal hygiene products, garbage disposals or water softening equipment if not specified in system design)
- Antibiotics and medicines in high concentrations
- Cleaning products in high concentrations
- Fertilizers or other caustic chemicals in any amount
- Petroleum products in any amount
- Latex and oil paints
- System suffocation (compacted soils, barrier materials, etc.) without proper venting

Note: PEI does not recommend the use of septic system additives.

System Maintenance/Pumping of the Septic Tank

- Inspect the septic tank at least once every five years under normal usage.
- Pump the tank when surface scum and bottom sludge occupy one-fourth or more of the liquid depth of the tank.
- If a garbage disposal is used, the septic tank will require more frequent pumping.
- After pumping, inspect the septic tank for integrity to ensure that no groundwater is entering it. Also check the integrity of the tank inlet and outlet baffles and repair if needed.
- Inspect the system to ensure that vents are in place and free of obstructions.
- Effluent filters require ongoing maintenance due to their tendency to clog and cut off oxygen to the system. Follow filter manufacturer's maintenance instructions and inspect filters frequently.

Site Maintenance

It is important that the system site remain free of shrubs, trees, and other woody vegetation, including the entire SSBA, and areas impacted by side slope tapering and perimeter drains (if used). Roots can infiltrate and cause damage or clogging of system components. If a perimeter drain is used, it is important to make sure that the outfall pipes are screened to prevent animal activity. Also check outfall pipes regularly to ensure that they are not obstructed in any way.

5.0 OPERATION AND MAINTENANCE

5.2 Riley County Inspection and Maintenance Procedure

Riley County Inspection and Maintenance Procedure

Based on this manual, and other approved references within the Riley County Sanitary Code, the following details the minimum step-by-step procedures for inspection and maintenance of the AES system:

STEP 1: Make quick overview of system looking for system damaged due to excessive weight loading on the system and/or surfacing of wastewater. (*Minimum Standards for Design and Construction of Onsite Wastewater Systems, Bulletin 4-2, March 1997, page 13, State of Kansas Department of Health and Environment in Cooperation with K-State Research and Extension*)

STEP 2: Pump the septic tank at a minimum once every five (5) years. **NOTE: This system contains a septic tank and requires pumping on a five (5) year schedule.** (*Riley County Sanitary Code, Chapter II, Article 5, Section 2-5.6.1; EPA Onsite Wastewater Treatment Systems Manual, United States Environmental Protection Agency, 2002, page 4-45; EPA Design Manual, Onsite Wastewater Treatment and Disposal Systems, United States Environmental Protection Agency, 1980, Chapter 6, Section 6.2.7, page 110; Minimum Standards for Design and Construction of Onsite Wastewater Systems, Bulletin 4-2, March 1997, State of Kansas Department of Health and Environment, Bureau of Water – Nonpoint Source Section, in cooperation with K-State Research and Extension, page 13; A Minnesota Regulator's Guide to the Venhuizen Standard Denitrifying Sand Filter Wastewater Reclamation System, Copyright 1997 by David Venhuizen, P.E., page 20; Septic Tank Maintenance, Karen M. Mancl and Brian Slater, The Ohio State University Extension – College of Food, Agricultural, and Environmental Sciences, Publication #AEX-740, Last Updated: 2016, page 2 and 3.*)

STEP 3: Inspect the septic tank and verify an effluent filter is installed. Examine area around tank to determine if there are any signs of leakage. (*Appendix VII, Design and Installation Manual for the Presby AES System in Riley County, Kansas, page 16.*)

STEP 4: If included in the system, inspect the tank pump system and verify no obvious holes or leaks are in the system. All float cords should be neatly wrapped in the riser so as not to interfere with the operation of the floats. Observe pump activation and determine pump is working properly. If alarm is present, verify it is working properly. (*Appendix VII, Design and Installation Manual for the Presby AES System in Riley County, Kansas, page 16.*)

6.0 WARRANTY

PRESBY ENVIRONMENTAL, INC. STANDARD LIMITED WARRANTY

(a) The structural integrity of each unit, endcap and other accessory manufactured by Presby Environmental, Inc. (collectively referred to as “Units”), when installed and operated in an onsite wastewater system in accordance with Presby Environmental’s installation instructions, is warranted to the original purchaser (“Holder”) against defective materials and workmanship for one year from the date upon which a septic permit is issued for the septic system containing the Units; provided, however, that if a septic permit is not required for the septic system by applicable law, the one (1) year warranty period will begin upon the date that installation of the septic system commences. In order to exercise its warranty rights, Holder must notify Presby Environmental in writing at its corporate headquarters in Whitefield, New Hampshire within fifteen (15) days of the alleged defect. Presby Environmental will supply replacement Units for those Units determined by Presby Environmental to be defective and covered by this Limited Warranty. Presby Environmental’s liability specifically excludes the cost of removal and/or installation of the Units.

(b) THE LIMITED WARRANTY AND REMEDIES IN SUBPARAGRAPH (a) ARE EXCLUSIVE. THERE ARE NO OTHER WARRANTIES WITH RESPECT TO THE UNITS, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) This Limited Warranty shall be void if any part of the Presby Environmental system (unit, endcap or other accessory) is manufactured by anyone other than Presby Environmental. The Limited Warranty does not extend to incidental, consequential, special or indirect damages. Presby Environmental shall not be liable for penalties or liquidated damages, including loss of production and profits, labor and materials, overhead costs, or other losses or expenses incurred by the Holder or any third party. Specifically excluded from Limited Warranty coverage are damage to the Units due to ordinary wear and tear, alteration, accident, misuse, abuse or neglect of the Units; the Units being subjected to vehicle traffic or other conditions which are not permitted by the installation instructions; failure to maintain the minimum ground covers set forth in the installation instructions; the placement of improper materials into the system containing the Units; failure of the Units or the septic system due to improper siting or improper sizing, excessive water usage, improper grease disposal, or improper operation; or any other event not caused by Presby Environmental. This Limited Warranty shall be void if the Holder fails to comply with all of the terms set forth in this Limited Warranty.

Further, in no event shall Presby Environmental be responsible for any loss or damage to the Holder, the Units, or any third party resulting from installation or shipment, or from any product liability claims of Holder or any third party. For this Limited Warranty to apply, the Units must be installed in accordance with all site conditions required by state and local codes; all other applicable laws; and Presby Environmental’s installation instructions.

(d) No representative of Presby Environmental has the authority to change this Limited Warranty in any manner whatsoever, or to extend this Limited Warranty. No warranty applies to any party other than the original Holder.

The above represents the standard Limited Warranty offered by Presby Environmental. A limited number of states and counties have different warranty requirements. Any purchaser of Units should contact Presby Environmental’s corporate headquarters in Whitefield, New Hampshire, prior to such purchase, to obtain a copy of the applicable warranty, and should carefully read that warranty prior to the purchase of Units.



COUNTY TREASURER'S OFFICE
Press Release

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

MEMORANDUM

FROM: Shilo Heger

MEETING: May 9, 2022

SUBJECT: 2021 Second Half Real Estate/Personal Property Taxes Due - Shilo Heger
 (2 minutes)

PRESENTER: Shilo Heger

2021 Real Estate and Personal Property Tax 2nd Half Payments

- ❖ Due Date: May 10, 2022
 - **Tax payments must be postmarked by this date**
 - Interest will start accruing on May 11th
- ❖ No motor vehicle transactions may be processed if personal property taxes, intangible taxes, watercraft taxes, 16/20m truck taxes, or oil/gas taxes are delinquent after May 10th
- ❖ We offer several ways to pay:
 - In person at 110 Courthouse Plaza until 5:00 pm
 - Drop box on the front of the building
 - Online - credit/debit card or E-Check: www.rileycountyks.gov
 - Credit/Debit card payments will incur 2.5% + \$2.00 convenience fee on the amount charged
 - E-Check will incur a \$2.00 processing fee per transaction
 - Pay through the telephone by credit/debit card - 1-800-272-9829 - convenience fee will be added
 - By mail if postmarked by May 10th, 2022

- ❖ Call our office at 785-537-6321 if you have any questions or if you need any additional information

Enclosures:



MUSEUM
Staff Update

Allana Saenger
Museum Director
2309 Claflin Rd
Manhattan, KS 66502
Phone: 785-565-6490

STAFF REPORT

FROM: Allana Saenger, Director/Curator, Riley County Historical Museum

MEETING: May 9, 2022

SUBJECT: Riley County Historical Museum Staff Update

PRESENTER: Allana Saenger, Director/Curator Riley County Historical Museum and
Dawn Munger, Curator of Collections

Enclosures:

- Museum Comm. Staff Time (5.9.2022)(DOCX)

Commission Staff Update

Riley County Historical Museum

Dawn Munger, Curator of Collections & Allana Parker, Director

May 9, 2022

The Riley County Historical Society and Museum works to collect, preserve, interpret, and present the history of Riley County through a collection of over 85,000 objects, 4,500 books and monographs, 10,800 cubic feet of manuscripts and archives, and 27,000 photographic images.

This collection has been developed since 1914, primarily through generous donations by the public and the collection is held for the benefit of the public. We work to share this diverse collection with schools, researchers, and the community at large through exhibits, outreach programs, and research requests.

We have recently received several notable donations from Riley County descendants to the collection that we would like to share with you this morning.

Rachelle Routh, great-great-great granddaughter of Henry and Elenora Strong, donated several additional items related to the Strong and Hoerner family. The Strong family settled in Riley County in 1858 and was involved with the Underground Railroad through Manhattan. Their limestone home still stands today and is listed on the State Register of Historical Places.

Harry and Amy Wareham shipped a bed frame from California that belonged to Samuel Wareham, father of prominent local businessman, Harry Pratt Wareham, as well as a needlepoint fireplace screen to be donated to the Museum.

We also recently received a large collection of school records from USD 384 that range from the 1880s to the 1960s and a pew from the Bala Presbyterian Church.

Dawn Munger, Riley County Historical Museum Curator of Collections, administers the collection and will explain the procedures for documenting and processing collections materials.

We are continually grateful for the generous support of the community who entrusts the Museum with the responsibility of caring for and sharing objects for the benefit of generations to come.



PUBLIC WORKS
Project Update

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

MEMORANDUM

FROM: John Ellermann, Public Works Director

MEETING: May 9, 2022

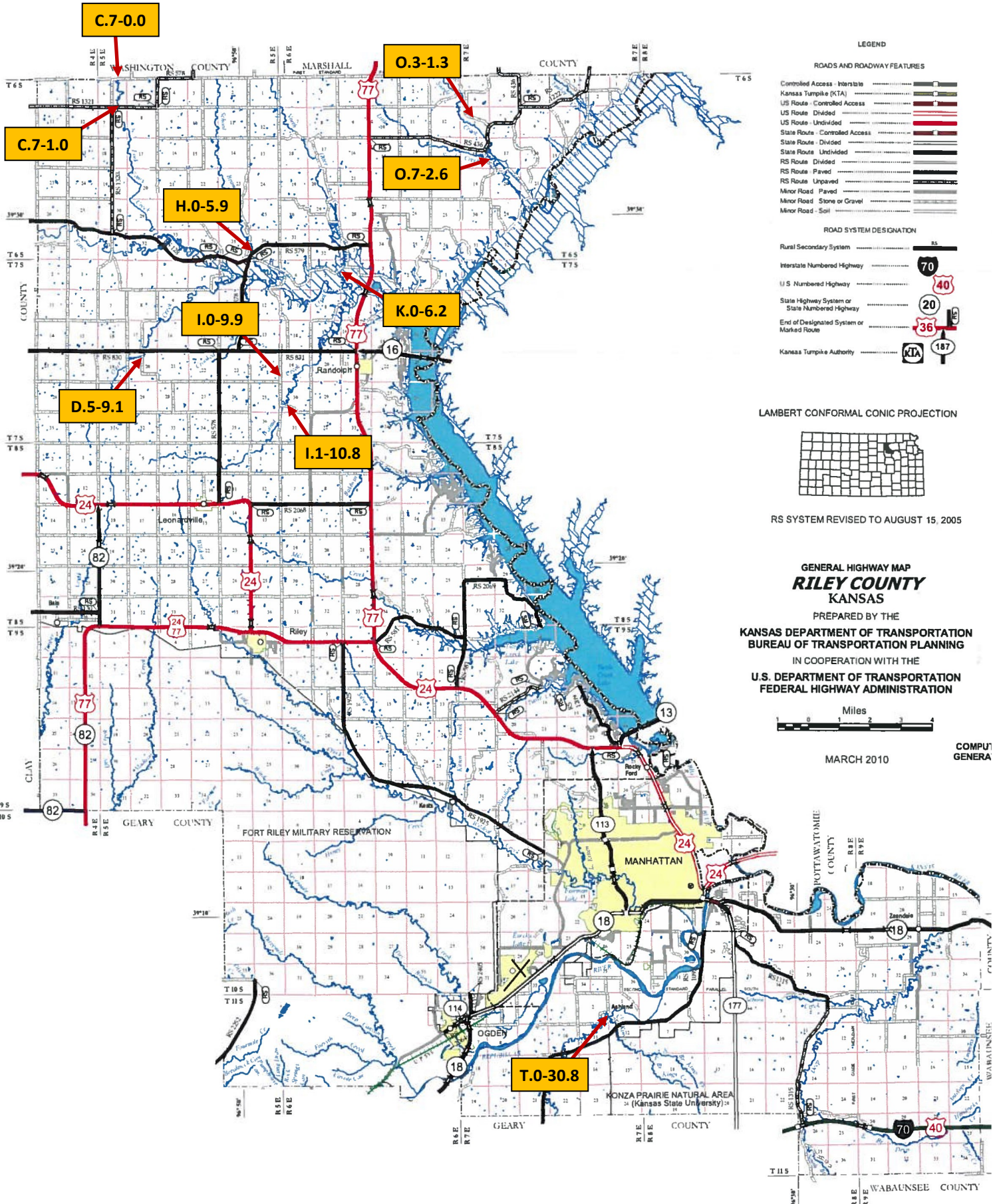
SUBJECT: Public Works Project Update

PRESENTER: John Ellermann

Update on the projects and activities by the Public Works staff and crew.

Enclosures:

- Location Map (PDF)
- 050922 Project Update (PDF)



Project Update

Public Works Department

05/09/2022

Lakeside Heights Sewer/Water District

- Hook-up agreements from users are completed
- Plans and specifications have been approved by USDA.
- [Working on temporary financing and a bid date.](#)

Keats Sewer District

- Preliminary Engineer Report – BG Consultants
- BOCC granted use of ARPA funds
- [Evaluating funding and next steps to proceed with project.](#)

Kitten Creek Culvert Replacement (N.5-22.5)

- Approximately 1.5 mi N. of Anderson Ave.
- Olsson and Associates is the consultant
- Working on office check plans

West 32nd Ave Bridge (T.0-30.8)

- Approximately ¼ mi. N. of McDowell Creek Rd.
- Alfred Benesch & Co.
- King Const. started February 21 (150 Working Days)
- [Pile for Pier 1, Abutment 1 and Pier 2 completed.](#)

Winkler Mills Bridge (H.0-5.9)

- Approximately 0.1 mi. N. of Fancy Creek Rd.
- Bartlett & West
- Office check plans being reviewed

Fancy Creek Bridge (K.0-6.2)

- Approximately 1.25 mi. W. of Tuttle Creek Blvd.
- Schwab-Eaton
- Field check held February 2, 2021
- Considered Historic by State Historic Preservation Office
- [working on a mitigation plan and easement with Corps of Engineer](#)

South Otter Bridge (D.5-9.1)

- Approximately 0.1 mi. S. of Green-Randolph Rd.
- Schwab-Eaton
- Ebert Construction started February 16 (100 Working Days)
- [Bridge completed and open to traffic. Working on final punch list items.](#)

Parallel Rd. Culvert (C.7-0.0)

- Approximately 0.2 mi E. of May Day Rd.
- Schwab-Eaton
- Working on field check plans.

Flat Rock Rd. Culvert (O.3-1.3)

- Approximately 0.5 mi. W. of Swede Creek Rd.
- SMH
- Office check plan complete, starting r/w work

Union Rd Culvert (I.0-0.9)

- Approximately 0.9 mi. S. of Green-Randolph Rd.
- SMH
- Office check complete, starting r/w work

Parks:

- Keats Park: Sand Volleyball court waiting on broken part to complete. Seeded around old and new playgrounds
- Applied pre-emergent to football fields at Fairmont Park.
- Repaired photocells to restrooms at CICO park (Pottorf Hall).
- CHP repaired drip irrigation, added bark mulch and worked on landscape beds.

Operations:

- Shouldering various roads
- Crack Sealing while weather was still cool.
- Shouldering at intersection of College and Marlatt.
- Completed repairs to low water crossing on Norlin Rd.
- Grading of County roads while we had moisture.
- Demo of Road Groom on County Roadways.
- Patched decks of various bridges.

Miscellaneous

- EMS Headquarters Station –
- North County Station - Begin negotiations with Anderson Knight
- Working on Compliance with EPA and KDHE requirements of University Park Treatment Plant
 - Response to EPA on Consent Order
 - Negotiating fee proposal with consultant.
- Open Positions: Equipment Operator @ Transfer Station, Equipment Operator II – Public Works, Customer Service Rep, Custodian.



PUBLIC WORKS
Personnel

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, Public Works Director

MEETING: May 9, 2022

SUBJECT: Request to fill an open Equipment Operator II Position

PRESENTER: John Ellermann

BACKGROUND

We are here today to request approval to fill an Equipment Operator II position in the Public Works Department/Operations Division. The position in the Gravel Crew is open due to an employee accepting the Utility Technician position. This position is supervised by the Operations Manager or Crew Supervisor.

The Equipment Operator II is responsible for operating construction equipment, maintenance equipment, other tools and equipment and performs manual tasks as needed to maintain roads, bridges, culverts, drainage structures and road right-of-way in conformance with plans, specifications and procedures as directed, to assure high quality safe public works facilities and infrastructures are properly maintained for the use by the general public.

This employee works under the direction of the supervisor in charge of the activity and is expected to carry out and complete work details as directed. Supervision is provided by the Supervisor through consultations and review of the work performed.

DISCUSSION

Discuss filling the Equipment Operator II position within the Public Works Department/Operations Division.

FISCAL IMPACT

This is a current budgeted position within the Public Works Department.

RECOMMENDATION(S)

Current staff does not have the capacity within their workload to absorb these additional duties. Therefore, staff recommends filling this position.

POSSIBLE MOTION(S)

Move to approve the Public Works Department advertise to hire the open Equipment Operator II position.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Public Works Operator II position description (PDF)
- 2022-05 PW Operator II (gold) (PDF)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	PUBLIC WORKS OPERATOR II	
Department:	Public Works	Division: Road & Bridge
Reports To:	Appropriate Crew Supervisor or the Operations Manager	
Pay Grade:	I	Status: Full time
FLSA Status:	Non-Exempt	

Position Summary:

An employee in this position operates construction equipment, maintenance equipment, other tools and equipment, and performs manual tasks needed to maintain roads, bridges, culverts, drainage structures and road rights-of-way in conformance with plans, specifications and procedures as directed, to assure that high quality safe public works facilities and infrastructures are properly maintained for use by the general public.

This employee works under the direction of the supervisor in charge of the activity and is expected to carry out and complete work details as directed. Supervision is provided by the Supervisor through consultations and review of the work performed.

Essential Functions:

- Ensures duties are carried out in accordance with County and Departmental policies and guidelines.
- Ensures time management on projects is sufficient.
- Provides for regular and punctual attendance and fosters a cooperative work environment.
- Operates road and bridge equipment necessary to carry out their daily activities.
- Transfers equipment to and from the job site.
- Constructs and maintains surfaced and unsurfaced roads such as asphalt roads, gravel roads, dirt roads, road entrances and intersections. Paves, patches, crackfills, and seals asphalt roads.
- Assists with construction and maintenance of surfaced and unsurfaced roads.
- Assists with the construction and maintenance metal culverts, concrete culverts, bridges, and erosion control structures.
- Assists with the demolition of bridges and other structures.
- Constructs and maintains stream channels, ditches, waterways, and other drainage structures.
- Loads, hauls, and stockpiles aggregates and other materials.
- Maintains equipment assigned and clears a snow removal route as assigned.
- Helps maintain traffic control devices and performs traffic control in work zones in conformance with the Manual on Uniform Traffic Control Devices.
- Maintains daily labor, equipment, and material use records to report time worked and equipment used.

Secondary Functions:

- Maintains signs and other traffic control devices such as regulatory, warning, guide, service, school, pedestrian, road name, hazard, and work zone signs in conformance with the Manual On Uniform Traffic Control Devices. Places temporary striping and centerline tabs on new asphalt paving and sealing projects.
- Performs daily operator maintenance to fuel, lubricate, and clean equipment.
- Maintains facilities and storage yards, picks up trash, cleans facilities, and performs general maintenance.

- Periodically inspects equipment assigned to ensure units are clean and maintenance is being performed adequately.
- Performs light surveying and other work associated with the lay out of road surfaces, shoulders, ditches, back-slopes, and structures.
- Assists with dispatching, telephone and 2-way radio communications.
- Operates computers and other electronic equipment such as laser levels, distance measuring equipment, underground utility locators and GPS locators.,
- Inspects paved and gravel surfaced roads for condition, road hazards, traction, and other safety considerations and initiates corrective actions.
- Performs carpentry work constructing small office projects, setting concrete forms, and making wood deck repairs.
- Participates in staff meetings, safety meetings and other related activities.
- Position may require occasional overtime that will be outside normal work hours which may include weekends.
- May be required to perform related work as required during and after hours, any day of the week, including holidays.
- Perform other duties as assigned.

Position Requirements:

Any satisfactory equivalent combination of experience, education and training which provides the required knowledge, skills and abilities listed below will be accepted.

- This position requires the employee to provide and carry a personal cell phone and will be reimbursed as per the County's Cell Phone Policy. The cell phone is to be utilized to carry out county related functions in accordance with Departmental Policies and Procedures.

Education:

- This position requires a high school education or equivalent.
- Vo-Tech training preferred.
- A Class A Commercial License and tanker endorsement shall be obtained within the first 90 days of employment in this position.

Experience:

- This position requires five years experience operating equipment performing general construction work.
- Experience in carpentry, concrete work setting forms, placing steel, and finishing preferred.
- Two years of concrete construction, asphalt maintenance, or earth grading experience.
- Two years of operating basic computer software (ie. microsoft office) is required.
- Knowledge of the materials, equipment, methods, and practices essential to the maintenance and construction of county roads.
- Knowledge of the general practices, laws and regulations applied to the care and safe operation of heavy duty construction and maintenance equipment.
- Knowledge of the applicable work safety rules and procedures.
- Knowledge of asphalt properties, application rates, and production timing.
- Knowledge of concrete properties, quantity calculations, finishing techniques, curing rates, and production timing.

Skills:

- Good organizational, interpersonal and communication skills are required.
- Ability to follow oral and written instruction.

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- Ability to follow oral and written instruction
- Ability to express oneself clearly and concisely, orally and written
- Ability to work independently with little or no supervision.
- Ability to deal tactfully with people
- Ability to analyze and solve problems
- Ability to establish and maintain effective working relations with employees, supervisors, other government agency officials, and the general public
- Ability to work independently with little or no supervision.
- Ability to analyze and solve problems.
- Ability to make mathematical computations.
- Ability to use hand tools, power tools, small portable and self-propelled power tools.
- Ability to make minor repairs and adjustments to maintain assigned equipment.
- Ability to read basic engineering plans and drawings.
- Ability to maintain daily labor and equipment records.
- Ability to learn and train in the safe operation of heavy equipment.
- Ability to work under the direction of supervisory staff.
- Ability to operate required equipment and vehicles in a safe and responsible manner.
- Ability to make mathematical computations.
- Ability to use hand tools, power tools, small portable and self-propelled power tools.
- Ability to operate heavy equipment and train others in safe and efficient equipment operation.
- Ability to operate dump trucks and truck/trailers in the hauling of materials and equipment to job sites / snow removal activities and train others in safe and efficient truck operation.

Supervisory Control: The employee is generally assigned recurring and routine tasks, but refers deviations, problems, and unfamiliar situations to the supervisor. Work is checked for appropriateness and completeness through inspections by their Supervisor or the Operations Manager.

Supervisory Responsibility: This position may supervise seasonal employees during summer months and occasionally other times of the year. Occasionally supervises crew work in the absence of the supervisor.

Complexity: The work involves routine related tasks that require special knowledge regarding proper road and bridge maintenance techniques. This person must have the ability to identify and correct road surface deficiencies to provide safe driving conditions for the general public. The decision regarding what needs to be done is routine, in strict accordance with written policies and regulations, but sometimes involves difficult situations dealing with the public.

Scope & Effect of Work: The main purpose of the work is to operate the equipment needed to maintain and construct asphalt and gravel roads, ditches, drainage structures, waste disposal areas, and other public works facilities. Remove snow and ice from roadways.

A person in this position is required to respond to road and bridge emergencies when they become apparent, and to initiate corrective actions to protect the traveling public.

Personal Contacts: Supervisors, employees, other departments, other government agencies, vendors, suppliers, and the general public.

Purpose of Contacts: To gather or to disseminate information, to persuade or be persuaded, to build rapport and cooperation, to provide a service, to represent Riley County and make decisions on behalf

of Riley County. Receive instructions and work scheduling, receives complaints from the general public and reports complaints received to their supervisor or the operations manager.

Physical Demands/Effort: The physical demands described here are representative of those which 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. The work encompasses primarily field work. This work requires occasional to moderate physical exertion. While performing the duties of this job, the employee is required to stand; walk; sit; use hands to finger; handle; feel; reach with hands and arms; climb or balance; stoop; kneel; crouch; crawl; talk to hear. The employee may occasionally be required to lift and/or move up to 70 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision and peripheral vision. The work requires sufficient body flexibility and strength to access construction projects. Exposure to machinery, heights, excessive noise, corrosive solvents, hot materials, flammable liquids and work in extremes of heat, humidity, wind and cold are expected.

Work Environment/Conditions: 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.

A portion of the work involves everyday risks or discomforts which require normal safety precautions typical of such places as offices, meeting or training rooms. The work performed in the field exposes an employee to a variety of different conditions. Work is mostly performed in the field where conditions can be very hot or cold, rainy, cold, or snowy. A person in this position is exposed to many safety hazards while working in and around work zones immediately adjacent to high volume traffic, at heights 10 feet or more above the ground, near power tools, large moving equipment, near heavy bridge and culvert materials lifted overhead, near asphalt materials with temperatures in excess of 300 degrees F, gases, corrosive solvents, petroleum fluids and other flammable liquids. An employee in this position is often required to work in deep trenches or excavations which require shoring or other special precautions. This employee may be required to use protective clothing such as a hard hat, safety vest, boots, goggles, gloves, safety glasses, Nomex coveralls, face mask or shield.

Recruiting requirements:

Riley County is accepting applications for a Public Works Operator II who is responsible for operating construction equipment, maintenance equipment, other tools and equipment, and performs manual tasks needed to maintain roads, bridges, culverts, drainage structures and road rights-of-way in conformance with plans, specifications and procedures as directed, to assure that high quality safe public works facilities and infrastructures are properly maintained for use by the general public.

Applicant shall be a high school graduate or equivalent, requires five years-experience operating equipment performing general construction work, experience in carpentry, concrete work setting forms, placing steel, and finishing preferred, Two years of concrete construction, asphalt maintenance, or earth grading experience, Two years of operating basic computer software (ie. microsoft office) is required and poses a valid Class A Commercial Driver's License with a tanker endorsement.

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

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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

Department Public Works / Operations Div Date 05/02/2022 Job Title Public Works Operator II

☒ Full Time	☒ Regular	☐ Seasonal	☐ Grant Funded	Pay Grade <u>I</u>	Start Date <u>05/05/2022</u>	☒ Non-Exempt
☐ Part Time	☐ As Needed	☐ Intern	☐ Temporary	Hours per ☒ Week ☐ Month	End Date <u>N/A</u>	☐ Exempt

TYPE OF REQUEST

(Check one box and follow instructions in box – attach new job description if applicable)

Budgeted Position Request		Non-Budgeted Position Request	
☒ Request to hire replacement- same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☐ Request to create a new position which will be included in future annual budgets
☐ Request to hire replacement- new duties	☐ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee: <u>Albert Lee</u>	2. Effective date of promotion, transfer, termination, or change: <u>05/02/2022</u>	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☐ Grant Funded	2. Requested hours per year:
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact):	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☐ No
5. Has this position been "On Hold?" ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position: <u>No</u>	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? Maintain normal operations

2. Is it possible to fill this position internally? If no, why not? Yes

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills:
High School Graduate or equivalent. Class A Commercial License and tanker endorsement within first 90 days of employment. Five years of experience operating equipment.

Additional comments:

Approval by:

Department Head:

Personnel:

BOCC Chairman:

CC Member:

CC Member:

Date:

5-2-2022

5/5/22



PUBLIC WORKS
Agreement

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, Public Works Director
MEETING: May 9, 2022
SUBJECT: University Park - Consultant Agreement
PRESENTER: John Ellermann

BACKGROUND

The University Park wastewater is treated with a mechanical wastewater treatment plant. The plant is permitted to treat the wastewater and discharge the treated effluent into the lake. The permit requires the treated effluent to meet certain standards to comply with the federal "Clean Water Act". The plant, as it is now, is not meeting the treatment requirements as specified in the permit.

The enforcement of these standards is done by the KDHE and the EPA. The recently signed Order for Compliance on Consent by the Board and the KDHE permit have set certain milestones for the plant to come into compliance. One of conditions of compliance is to hire an engineer to evaluate different solutions to bring the plant into compliance. Another requirement is to look into the feasibility of using lagoons to treat the effluent.

Request for Qualifications was sent out and SMH was the firm selected for the project. The attached draft agreement and fee estimate includes evaluating data, making site visits and develop a compliance plan for the EPA and facility plan for the KDHE. The agreement also includes looking into using lagoons for treatment.

DISCUSSION

Compliance with current and future treatment standards is of utmost importance, not only for the health and safety aspect but the monetary aspect as well. In order to reduce the fee proposal, the scope of work was adjusted to remove any evaluation and fixes to the existing treatment plant and focus more on evaluating the feasibility of a new mechanical treatment plant and non-

discharging lagoons. The scope also includes developing a compliance plan for KDHE and EPA and regular reporting to each agency, as required, until August 2025.

Source of the funding unknown at this point. University Park benefit district budget has some capital funds to start the project but cannot support the entire project. Other sources of funding could be ARPA funds, USDA grant/loan and the KDHE revolving loan fund.

After some discussions with KDHE, we feel the existing treatment plant is nearing its useful life and probably will not be able to meet more strict future requirements. Once it is determined how future treatment is to be handled, a separate agreement will be executed for the design.

FISCAL IMPACT

The consultant agreement is a not to exceed \$57,160.00 from the University Park Benefit District Capital fund. Other possible funding will be from USDA and the KDHE Revolving Loan Fund.

RECOMMENDATION(S)

Staff recommends approving the agreement with SMH for a not to exceed amount of \$57,160.00.

POSSIBLE MOTION(S)

Move to approve the agreement with SMH.

Move to deny the agreement with SMH.

Move to modify the agreement and/or funding.

Enclosures:

- Agreement2 (PDF)
- FeeEstimate3 (PDF)
- SMH.Consultants.CPA (PDF)

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is hereby entered into this _____ day of _____, 2022, by and between the Board of County Commissioners of Riley County, Kansas, (Owner) and SMH Consultants, a Professional Corporation, (hereinafter “Consultant”).

WHEREAS, the Owner desires to obtain professional engineering services, in connection with University Park WWTF Evaluation (hereinafter “Project”); and,

WHEREAS, Consultant is a professional corporation, with local offices located at 2017 Vanesta Place, Suite 110, Manhattan, Kansas, 66503, licensed to provide professional engineering services in the state of Kansas; and,

WHEREAS, Consultant is qualified, capable and prepared to perform the necessary professional engineering services in connection with the Project as described in this Agreement; and,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Professional Services:

- A. The term “Services” when used in this Agreement shall mean any and all professional engineering services provided by Consultant in accordance with this Agreement. The Consultant may employ subconsultants as Consultant deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. The Consultant shall not be required to employ any subconsultants which are unacceptable to the Consultant. The Services include completing the University Park Wastewater Treatment Facility (WWTF) Evaluation for submittal to the Owner for Owner’s use.
- B. Owner agrees to retain Consultant and Consultant agrees to perform and complete the following Services for the Project:
 1. Conduct necessary site visits to the facility to investigate the collection system and treatment plant’s maintenance, operations, and conditions, as required to be submitted in the Semiannual Reports; and collect data to include in the

Compliance Plan and Semiannual Reports including monthly monitoring reports, flow records, area water use records, and other available records to aid in the Project.

2. Develop and deliver to the Kansas Department of Health & Environment (KDHE) a Facility Plan as required by KDHE under the Owner's *National Pollutant Discharge Elimination System* (NPDES) permit Schedule Of Compliance. Included shall be a schedule of improvements recommended and/or undertaken to bring the facility into consistent compliance with the effluent limits.
3. Evaluate the replacement of the WWTF with a non-discharging lagoon system as required by KDHE, including a construction cost estimate of the lagoon system.
4. As required by the Environmental Protection Agency (EPA), develop and deliver a Compliance Plan detailing a comprehensive written plan for achieving compliance with the 2020 NPDES Permit.
5. Develop and submit to the EPA Semiannual Reports, beginning no later than August 1, 2022 and continuing through September 1, 2025. The Semiannual Reports shall include a copy of all monthly reports regarding compliance with effluent limits, a description of all actions taken pursuant to the Compliance Plan, and a description of all work planned for the next 6-month reporting period pursuant to the Compliance Plan.
6. Develop a preliminary project cost estimate for the replacement of the existing wastewater treatment facility with a new, mechanical treatment facility.
7. Conduct update meetings with Riley County Public Works Department for purposes of discussing project progress, obtaining feedback, and planning future steps in the project.

- C. Consultant shall provide Services under this Agreement only upon written request of the Owner, and only to the extent defined and required by the Owner. Consultant shall not provide any services or materials not described by this Agreement unless Consultant obtains prior written consent from the Owner. If the Owner gives prior written consent for Supplemental Services, the Owner shall compensate Consultant

with a fee mutually agreed upon by the parties prior to performance of the Supplemental Services. Any Supplemental services or materials provided by Consultant without the Owner's prior written consent shall be at Consultant's own risk, cost, and expense, and Consultant shall not make a claim for compensation from the Owner for such work.

2. Standard of Care

- A. Consultant shall exercise the same degree of care, skill, and diligence in the performance of all Services to the Owner that is ordinarily possessed and exercised by a reasonable, prudent, and experienced professional engineer under similar circumstances. At the Owner's request, Consultant shall re-perform the Services which fail to satisfy this standard of care. If Consultant fails to possess and exercise such care, skill and diligence in providing all Services, Consultant shall be responsible to the Owner for any resulting loss or damages.
- B. Consultant represents it has all other necessary licenses, permits, and certifications required to perform the Services described herein.
- C. Consultant shall comply with, and make an effort to cause any sub-consultants to comply with, applicable federal, state and local laws, orders, rules and regulations relating to the performance of the Services.
- D. Neither Consultant nor Consultant's agents or employees shall discriminate against any employee or applicant for employment in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

3. Compensation & Audit by Owner

- A. As consideration for providing the Services, the Owner shall pay Consultant at Consultant's hourly rates, based on services actually provided, an amount not to exceed \$ Fifty-Seven Thousand, One Hundred Sixty Dollars and no cents (\$57,160.00). Payment shall be total compensation for labor, overhead, expenses, and anticipated profit.
- B. Payments shall be requested monthly, based on progress determined by the Consultant. The invoice shall indicate the percentage of the Project completed.

Owner agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the Owner. In the event of a dispute, and prior to the invoice's due date, Owner shall pay the undisputed portion of the invoice and notify Consultant of the nature of the dispute regarding the balance.

- C. At the Owner's request, Consultant shall permit the Owner, or any authorized representative of the Owner, at all reasonable times, to access and examine all records, books, papers or documents related to Consultant's performance under this Agreement, including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges, and detailed documentation for all such work performed.

4. Schedule & Delay

- A. Unless otherwise directed by the Owner, Consultant shall commence performance of the Services upon execution of this Agreement.
- B. Consultant shall deliver to KDHE the required draft Facility Plan by August 1, 2022.
- C. Consultant shall deliver to EPA the required Compliance Plan by August 1, 2022.
- D. Consultant shall deliver the EPA required Semiannual Reports at the EPA expressed times.
- E. Neither the Owner nor the Consultant shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and the anticipated date to resume performance of the Agreement.
- F. If Consultant's performance is delayed due to delays caused by the Owner, Consultant shall have no claim against the Owner for damages or payment adjustment other than an extension of time to perform the Services.

- G. Consultant's services identified in this Agreement shall terminate with the submission of the August 1, 2025 Semiannual Report and any required revisions to the August 1, 2025 Semiannual Report, but no later than September 1, 2025.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CONSULTANT:

Todd J. Anderson
SMH Consultants

BOARD OF COUNTY COMMISSIONERS, RILEY COUNTY:

(Title)

ATTEST:

(Title)

Attachment: Agreement2 (12114 : University Park - Consultant Agreement)

Fee Estimate

University Park Wastewater Treatment Facility Evaluation
Riley County Public Works
Exhibit B-2

SC = Survey Crew
CT = CADD Technician
MPLS = Managing Principal Land Surveyor

RLS = Registered Land Surveyor
MPE = Managing Principal Engineer
PE = Project Engineer

DE = Design Engineer
LA = Landscape Architecture
CL = Clerical



	SC	CT	MPLS	RLS	MPE	PE	DE	LA	CL	Rate =	SC	CT	MPLS	RLS	MPE	PE	DE	LA	CL					
											140.00	96.00	137.00	116.00	190.00	176.00	142.00	117.00	55.00		Expenses	Totals	Total Fee	
	Estimated Hours										Estimated Fee											Hours		
TASK I - PROJECT MANAGEMENT (Years 2022-2025)																								
1. Project Management					8	40									\$1,520.00	\$7,040.00				48	\$8,560.00			
2. Project Team Meetings						12										\$2,112.00				12	\$2,112.00			
3. County Update Meetings						16										\$2,816.00				16	\$2,816.00			
																					TASK I =	\$13,488.00		
TASK II - WWTF ANALYSIS & EVALUATION (Years 2022-2025)																								
1. WWTF Site Visits						24										\$4,224.00				24	\$4,224.00			
2. Develop & Deliver KDHE Facility Plan						32										\$5,632.00				32	\$5,632.00			
3. Analysis of Non-Discharging Lagoon Facility						40	12									\$7,040.00	\$1,704.00			52	\$8,744.00			
4. Develop & Deliver Compliance Plan						24	4									\$4,224.00	\$568.00			28	\$4,792.00			
5. Semi-Annual EPA Reports and Monitoring						88	4									\$15,488.00	\$568.00			92	\$16,056.00			
6. Develop Cost Estimate for Mechanical WWTP						24										\$4,224.00				24	\$4,224.00			
																							TASK II =	\$43,672.00
Totals =	0.00	0.00	0.00	0.00	8.00	300.00	20.00	0.00	0.00		0.00	0.00	0.00	0.00	1,520.00	52,800.00	2,840.00	0.00	0.00	0.00	328.00	\$57,160.00		

“Contract” Between Riley County, KS (hereinafter “County”), and SMH Consultants, a Professional Corporation (hereinafter “Consultant”).

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

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

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Consultant. In the event of such termination, County agrees to give written notice of termination to Consultant. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Consultant.
6. **ANTI-DISCRIMINATION CLAUSE.**
- 6.1. In carrying out the Contract, Consultant shall comply with K.S.A. 44-1001 *et seq.*
 - 6.2. Consultant shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
 - 6.3. In all solicitations or advertisements for employees, Consultant shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - 6.4. If Consultant fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Consultant shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
 - 6.5. If Consultant is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Consultant shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
 - 6.6. Consultant shall include the provisions of paragraphs 6.1 through 6.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Consultant.
 - 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Consultant employs fewer than four employees or if Consultant's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.
7. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.

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

- 12.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Consultant, stating the effective date of the termination for convenience.
- 12.5. **Payment Calculation upon Termination.** In the event of termination under the Contract by either party, any amount owed Consultant will be calculated based solely upon payment for fair value of acceptable services provided by Consultant to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.
13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Consultant and County is of a contractual nature. Both parties assert and believe that Consultant is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Consultant is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Consultant, and employees of Consultant, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Consultant, and employees of Consultant, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Consultant. Consultant shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Consultant's sole expense.
14. **PERSONNEL.**
- 14.1. **Qualified Personnel.** Consultant represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.
- 14.2. **Minimum Wages.** Consultant will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- 14.3. **Employee Conflict of Interest.** Consultant shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
15. **PROHIBITION OF CONFLICTS OF INTEREST.**
- 15.1. **Interest of Public Officials and Others.** No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval

of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.

- 15.2. **Interest of Consultant.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.
- 15.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Consultant to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
16. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
17. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.
18. **RECORDS, REPORTS AND INSPECTION.**
 - 18.1. **Documentation of Costs.** All costs incurred by Consultant for which Consultant purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
 - 18.2. **Maintenance of Records.** Except as otherwise authorized by County, Consultant shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

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

19. METHOD OF BILLING AND PAYMENT.

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

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

SMH CONSULTANTS,
A PROFESSIONAL CORPORATION

By: _____
Todd J. Anderson, Chairman

Date

Approved as to Form

By: _____
Clancy Holeman, Riley County Counselor

Date: _____

BOARD OF COUNTY
COMMISSIONERS OF
RILEY COUNTY, KANSAS

By: _____
Greg McKinley, Chairman

Date

(Seal)

ATTEST:

Rich Vargo, County Clerk

Attachment: SMH.Consultants.CPA (12114 : University Park - Consultant Agreement)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Staff Update

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

STAFF REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: May 9, 2022

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman

Enclosures:

- FINAL Commission List 05.09.2022 (DOC)

PENDING COUNTY PROJECTS • Beginning April 28, 2022 and through May 4, 2022

Submitted by Clancy Holeman, Riley County Counselor

Changes or additions from previous entries or in the items listed are shown in italics.

NOTE: The below lists are not intended to be a comprehensive list of all “pending” Commission or projects of other County Departments underway. Instead, the below lists represent an ongoing “snapshot” of the current status of selected pending projects which have either consumed significant staff time, or involve county issues of widespread significance. Additional entries show selected project work for individual county departments. The sequence of entries below is not intended to reflect the priority assigned to any work described.

COMMISSION LIST

Board of Riley County Commissioners Public Meetings: Attend BOCC regular public meetings 2-21-22; 2-24-22. Attend BOCC public Meeting & Intergovernmental Meeting. (2-28-22) Prepare for BOCC public meeting scheduled for 3-3-22. (3-2-22) Attend BOCC regular public meeting: Present draft agenda for follow up legislative conference scheduled to occur April 7, 2022. Agenda approved by BOCC, following discussion. (3-31-22). Attend regular public meeting. Participate in panel interviews of applicants for position of County Appraiser. (4-4-22) Attend BOCC public meeting.(4-14-22) Prepare for BOCC 4-18-22 meeting. (4-15-22) Attend BOCC public meeting. (4-18-22) *Attend BOCC public meetings. (5-2-22; 5-5-22)*

Countywide Emergency Radio Communications System Upgrade: The upgrade is complete. But now the “program” phase has been completed, additional work from this department will be provided, as necessary, during the “maintenance” and “warranty” periods now underway. Discussion with contract administrator for vendor (L3Harris) scheduled for August 27, 2021. Discussion held with vendor contract administrator. Discussion with EM Director (8-30-21). Working toward final documents of “program” phase. Conversation with EM Director. (9-24-21) Conversation with L3Harris contract administrator, moving this matter toward likely resolution by the BOCC on 9-30-21. (9-24-21) Review appropriately continues among EM, KSU and Emergency Dispatch personnel regarding close out of this phase of the project. (9-24-21) Draw Commission Agenda Report and place on 9-30-21 agenda for BOCC review and approval of contract documents. (9-28-21) Discuss final contract documents for agenda separately with EM Director and L3Harris Contract Administrator. (9-29-21) Obtain BOCC approval of Amendment 1 to Master Service Agreement. (9-30-21)

First Christian Church: Now this property is “listed” as a “historic site,” there are state law restrictions applicable whenever a “project” is undertaken involving potential repair, damage or destruction of the site or its structure. Asbestos removal is likely the next “project.” I will provide any necessary notice of that “project” to the State Preservation Officer. I presented a CAR to the Board 8/12/21 and discussed with the BOCC the primary controlling statute. Legal research 8-24-2021. BOCC decides during open meeting to cancel pending contract offer to remove asbestos from Church for approximately \$18,000. Majority of BOCC states premature to remove asbestos before later decision by BOCC what is planned for Church now it’s “listed.” Gary Rosewicz, Assistant County Engineer, will notify the company offering to remove asbestos of this cancellation. (8-30-21) Confirmed with Gary Rosewicz, he notified company. (9-1-21). I filed petition for judicial review, in Riley County District Court, of state Historic Sites Board of Review designation of the First Christian Church as a historic site. (9-3-21). Contacting attorney for Historic Sites Board of Review. (9-19-21) Discussion with attorney for Historic Sites Board of Review. (9-23-21) Conduct legal research related to pending issues. (9-24-21) Received entry of appearance from Topeka law firm representing defendants. (9-24-21) Received District Court Clerk’s extension of time to file answer to County’s petition for judicial review, at Defendants’ request. Granted as a matter of right by state statute. Deadline for Defendants to answer is extended to October 12, 2021. Legal research. (9-24-21) Advise Public Works on question regarding asbestos removal. (9-26-21) Agree to Defendant’s attorney’s request for additional time to submit record of hearing to Court. (Week of 9-29-2021) Case management order filed. County’s brief in support of appeal due March 31, 2022. Riley County District Court Judges recuse themselves from case and transfer to Lyon County District Court. (1-25-22) Work with Clerk of the Riley County District Court and Lyon County District Court to process my unopposed motion for extension of time to file County’s initial brief. Motion granted and new deadline to file County’s initial brief is April 29, 2022. (3-18-22;3-21-22;3-25-22;3-28-22;3-29-22) Legal research for County’s appeal brief due in district court April 29, 2022. (4-15-22;4-18-22; 4-19-22) *Legal research and prepare county brief on appeal. (4-20-22; 4-21-22;4-22-22; 4-25-22;4-26-22-4-27-22;4-28-22-4-29-22) File county brief electronically with District Court. (4-29-22)*

Attachment: FINAL Commission List 05.09.2022 (12119 : Clancy's Commission List)

County Jail Inmate Medical Care: Discussions have begun at the staff level, with the assistance of this department, regarding putting a renewal contract in place for this service. As this Board is aware, all medical expenses incurred by prisoners while in custody at the Riley County Law Enforcement Center's jail are the sole responsibility of Riley County--and not of the City of Manhattan or State of Kansas. Staff discussion scheduled for 8-27-21. Staff discussion rescheduled for 9-22-21. Staff discussion held—research history—recommendation accepted by staff. (9-22-21) Review state of current arrangement. (9-22-21)

KAC Annual Meeting (October 19, 2021): Accepted invitation to participate on panel discussion before the general KAC membership regarding “Dark Store” and Riley County’s experience on the issue. Prepare for panel discussion. (9-29-21) Review and work on presentation of power point for presentation scheduled for 10-18-21. (10-16-21; 10-17-21) Participated in panel discussion during KAC annual meeting. (10-18-21)

County Counselors Association of Kansas: Assist with organization of the semi-annual CLE our statewide professional association will present to its members during the October 19, 2021 KAC annual meeting. Discuss with scheduled CLE presenter local experience on specific state statute related to soil investigation. (9-28-21) Assist with presentation of CLE to County Counselor’s Association of Kansas during KAC annual meeting. Accept award as outgoing CCAK president (effective 1-1-22). Accept “Ed Randels” award for service to CCAK. (10-19-21) Work on scheduling next Board meeting of CCAK—set for Wednesday, 11-10-21)

“Dark Store”: Oral argument (1/2 day) scheduled to take place before BOTA August 26, 2021. Discuss with BOTA staff, and relay to City Commissioner Linda Morse info she requested during 8-23-21 Intergovernmental Luncheon about BOTA 8-26-21 hearing time and whether hearing is open to public (8-23-21). Oral argument before BOTA conducted by counsel for both parties (8-26-21). Accept KAC invitation to be part of two-person panel discussion of “Dark Store,” to be held during KAC annual meeting, October 18-21, Overland Park; will take place in opening breakout session—first morning of the annual meeting. Call Kim Qualls, KAC Education & Communications Director, about breakout session. Accepted KAC invitation to work with KAC Executive Director on recording of KAC podcast on “Dark Store”; recording scheduled for September 17, 2021. Reschedule “Dark Store” podcast recording for 10-1-21. (9-24-21) Work with County Appraiser Greg McHenry to prepare for KAC podcast this Friday (10-1-21) and KAC Panel Discussion during annual meeting to be held 10-18-21. (9-28-21) Continue preparation for KAC annual meeting and panel discussion of “Dark Store.” (Week of 9-29-21) Work with KAC recording podcast on “Dark Store”. (10-1-21) Discuss KAC annual meeting (10-18-21) presentation with co-panelist Douglas County Appraiser, and Greg McHenry. (10-4-21) Further discussion with Greg McHenry on Dark Store issues for KAC annual meeting panel presentation. (10-6-21) Final discussion with Greg McHenry on Dark Store issues for KAC annual meeting presentation. (10-7-21) Work with Greg on same subject. (10-10-21) Work with Greg on same subject (10-15-21) Participate in panel discussion on “Dark Store” at KAC annual meeting. (10-18-21) Receive notice from counsel BOTA has denied Riley County’s Petition for Reconsideration in Home Depot appeal. (11-18-21)

“Constitutional Protection of County Home Rule”: Accepted KAC invitation to present to County Commissioners Association, KAC affiliate member, information on Home Rule, during final day of KAC annual meeting in O.P., October 20th. Accepted KAC invitation to work with KAC Executive Director on recording of KAC podcast on “Constitutional Protection of County Home Rule”; recording scheduled for September 10, 2021. Podcast recorded with KAC 9-10-21. Work on presentation to County Commissioners scheduled for 10-20-21 (10-15-21; 10-16-21; 10-17-21; 10-19-21) Convene presentation by Mike Heim on constitutional protection of county home rule during KAC annual meeting. (10-20-21) Presentation on constitutional protection of county home rule to County Commissioners Association of Kansas, during KAC annual meeting. (10-20-21)

Riley County Annual Legislative Conference: Confirm with BOCC during public meeting 9-9-21 following available dates for annual meeting with county’s legislative delegation: November 1, 4 and 18, 2021. (Date of 11-18 removed because it conflicts with county official’s luncheon; Date of 11-15 removed because it conflicts with Law Board meeting.) Legislative Conference has been scheduled for Thursday, November 4, 2021. (9-17-21) All delegation members were notified of the date and time of the legislative conference. Work on agenda for legislative conference. (10-14-21; 10-15-21) Present draft agenda for legislative conference to BOCC and obtain approval of final draft. (10-21-21) Work with staff on discussion of revised spreadsheet for use as attachment to conference agenda. (10-27-21) Cancel November 4, 2021 legislative conference and reschedule to December 2, 2021, following individual discussions with BOCC members, members of legislative delegation and county officials participating in presentation. (11-3-21; 11-4-21)

White Canyon Benefit District: White Canyon benefit district’s residents’ request, made during this date’s public commission meeting, asking whether Riley County willing to supplement the cost of the benefit district’s proposed

private road improvement project. No dollar figure provided by benefit district residents. County staff instructed to provide BOCC at upcoming meeting most recent Riley County Public Works' "estimate" of "northern route" as an option to current benefit district project proposed. (8-30-21)

American Rescue Plan: Discussion with staff about possibly engaging consultant to assist County with federal/state requirements in future use of County's \$14M allocation of ARPA funds. Similar concept to staff's use of consultant with prior CARES funding. Unlike CARES funding, a primary focus of ARPA funding is infrastructure. (8-31-21) Discussions with staff and potential consultant. (9-17-21) Attend and participate in KAC webinar on ARPA and potential Health Department fund uses. (9-24-21) Communicate with consultant on agreed terms of service. (9-26-21) Finalize Professional Services Agreement with Consultant; draw Commission Agenda Report and submit for BOCC review and possible approval 9-30-21. (9-28-21) Obtain BOCC approval of Professional Services Agreement. (9-30-21) Staff meets with Consultant for first time regarding ARPA distribution rules. (9-30-21) Draft letter to congressional office (for discussion by BOCC in public meeting on 10-28-21) in support of S 3011—giving more flexibility to counties nationwide in their use of ARPA funds. (10-27-21)

Riley County Employee Day: Intermittent work on employee day: Discussions with potential lunch ½ hour vendors; discussion with planning committee, with keynote speaker and Elizabeth Ward, H.R. Manager. (9-16-21; 9-17-21) Contact moderator for morning virtual sessions offering potential meeting for Monday, September 27, 2021, with Elizabeth Ward and this office to answer any Employee Day questions. (9-24-21) Meet with prospective food truck vendor at Riley County Health Department. (9-27-21) (Agreements signed with 2 vendors—arrange to meet final vendor Saturday morning for signature of contract.) (10-1-21) Agreement signed Saturday, October 2, 2021 with final of the 3 vendors. Pick up tickets from 2 vendors representing meals served to employees during Employee Day (10-12-21; Third vendor hand-delivers tickets to this office (10-13-21); conduct final ticket count; submit information on ticket count with payment due vendors to Budget and Finance Officer and email each vendor same information. (10-15-21) Review with HR and Training Committee on outcomes from Employee Day. (10-25-21)

Nextgen 911: Meeting as member of Nextgen 911 staff committee to review potential upcoming renumbering/renaming projects. (9-21-21) Communicate with fellow members of staff committee on pending project. (9-23-21) Communicate with fellow members of staff committee on different pending project. (9-24-21)

Human Resources: Finalize contract with East Coast Risk Management and place on 10-4-21 agenda for BOCC review and approval. Company will consolidate current Personnel Policies and Guidelines with separate resolutions amending those policies over the past years. (10-1-21) Contract with East Coast Risk Management approved by BOCC. (10-4-21) Assist HR with personnel issues involving different departments. (11-22; 11-23) Advise on applicant issue. (4-3-22) Zoom meeting with county staff and potential vendor on software project. (4-19-22) Work on software project. (4-20-22)

Budget and Planning Committee: Attend meeting 9-28-21. Attend meeting 1-18-22.

Department Head Committee: Attend meeting regarding possible "Code of Conduct" required for state grant supporting businesses. (9-29-21) Obtain BOCC approval of "Code of Conduct." Participate in 1 ½ hour DHC meeting. (4-20-22) *Participate in 50-minute DHC meeting.* (5-4-22)

Indigent Defense Panel: Discuss at staff level potential 2022 contract. (9-21-21) Separate issue: Discuss with county and District Court staff coding of interpreter expense. (9-21-21) Panel member contracts for 2022 were created and emailed to current members. (11-3-21) Notice to Riley County Bar Association of at least one panel vacancy effective January 1, 2022. (11-4-21) Proposed 2022 contracts have been provided to all current panel members. None returned as of 11-23-21. No panel contracts are in place for calendar year 2022. Discuss draft request for proposal with Chairman. (2-22-22)

Rural Economic Development Advisory Board: Discuss with staff. (9-21-21) Staff discussion scheduled for 10-1-21. Circulate among staff working group draft of REDAB resolution—to include changes to resolution proposed by BOCC. (11-24-21) Revise original resolution to correct term limitations. 1-21-22. BOCC approves revised resolution. (1-27-22)

Federal Rules on Vaccination Mandate: Research applicability/non-applicability of CMS and OSHA vaccination mandates to be published this week. (11-4-21; 11-5-21) Discuss issues with BOCC during administrative time at public meeting. (11-8-21). Research legal issues. (11-10-21) Staff discussion of foregoing issues. (11-10-21) Legal research, attend webinars and discuss with staff possible employee vaccination policy if required by foregoing

federal rules. (11-8; 11-12; 11-15; 11-16; 11-17; 11-18) Presented proposed draft vaccination policy to BOCC during public meeting November 22, 2021. BOCC decision is to not adopt. (11-22-21).

National Opioid Litigation Settlement: Successfully register on behalf of Riley County at national website. Will ensure we receive settlement documents when they are available, for review and possible signature. (11-24-21) All appropriate documents were signed and filed with Kansas Attorney General and National Settlement Administrator; and courtesy copies provided KAC before the January 1, 2022 deadline. Kansas Attorney General requires multiple counties (including Riley County) to alter their participation resolution by adding averment of at least \$500 in costs incurred due to the national opioid epidemic. (1-21-22) Revise resolution and prepare CAR for BOCC meeting of 1-31, 2022. (1-27-22) Present CAR and obtain BOCC approval of revised national opioid settlement participation resolution. (1-31-22); Provide revised pdf of signed resolution to A.G. and KAC. (2-7-22) Confirm with A.G.'s office revised pdf filed was acceptable. Advised by Assistant A.G. in next couple of months information should be available on grant program for applications for funds from counties across the state. (2-22-22)

Legislation: Work on HCR 5022; prepare for legislative hearing scheduled for 1-20-22. (1-16-22; 1-17-22; 1-18-22). Prepare CAR for BOCC meeting 1-20-22. (1-18-22) Legal research regarding law board. (1-18-21) Testify before House Federal and State Affairs Committee on HCR 5022. (1-20-22) Evaluate possible ROW legislation. (1-21-22) Evaluate different possible legislation affecting two county departments. (1-21-22) Present BOCC work session on SB 325 regarding solar and wind energy facilities only on parcels zoned for industrial uses. (1-27-22) Submit neutral written testimony to House Agriculture Secretary on HB 2531 for hearing scheduled for February 9, 2022. (February 8, 2022) Contract lobbyist advises hearing has been continued to Monday, 2-14-22. (February 9, 2022) Review, analyze and discuss SB 119 pending in House; with member of legislative delegation; contract lobbyist; Riley County Appraiser. (2-7-22; 2-8-22; 2-9-22; 2-10-22). Watch portion of House floor debate on HCR 5022. Discussion with contract lobbyist. (2-22-22) Discuss with contract lobbyist potential in-session annual legislative conference update. (2-25-22) Discuss with member of delegation SB 119 as it stands in House. (2-25-22) Determine if members of delegation are available for follow up zoom legislative conference April 4 or April 7, 2022. (2-28-22) Review SB 538 at request of contract lobbyist. (3-2-22) Schedule follow up zoom only legislative conference for April 7, 2022. (3-2-22) CAR and agenda for April 7, 2022 follow up legislative conference provided delegation. (3-31-22) Review KAC legislative update. (4-5-22) Prepare for April 7, 2022 follow up legislative conference. Assist with presentation to BOCC of follow up legislative conference—1 delegation member present in BOCC chambers and 2 delegation members present by zoom. (4-7-22)

Proposed Construction of EMS/EM/RCFD Emergency Services Headquarters: Analyze legal issue. Advise staff working group. (3-31-22)

Staff Budget and Planning Committee: Attend committee meeting. (1-18-22)

DEPARTMENTAL LIST

Riley County Attorney: Assist with contract issue. (4-26-22; 4-27-22; 4-28-22; 5-2-22; 5-3-22; 5-4-22; 5-5-22)

Riley County Clerk: Advise on .02 countywide retailers' sales tax election project (8-24-21). Legal research on project involving sign. (9-20-21) On same issue discussion with Planning and Development staff. (9-21-21) Work with county staff and PIO on separate project involving potential vendor of software. Contact potential vendor. (9-20-21) Review documents for BOCC signature on totaled Noxious Weed Vehicle. Scheduled for presentation to BOCC during 2-24-22 meeting. (2-22-22) Vehicle documents signed by BOCC during public meeting. (2-24-22)

Riley County Community Corrections: Discuss with Director Shelly Williams potential contract with Clay County Sheriff's Office for testing of Community Corrections' clients. (10-26-21) Work with Director Shelly Williams on Drug Court structure. (2-24-22) Review RCCC "FY 2023 Adult Comprehensive Plan Grant Signatory Approval Form. (4-19-22) Review RCCC "FY 2023 Juvenile Comprehensive Plan Grant Signatory Approval Form".

Riley County Emergency Management: Provide legal advice on 1 project. Advise on open record issue. (1-18-22)

Riley County Emergency Medical Services: Will provide legal advice. (8-20-21) Conversation with Ambulance Service management, staff working group and Human Resources Manager regarding internal policy matter on education/training benefit. (2-23-22)

Riley County Fire District No. 1: Work with Budget and Finance Officer on District budget approval. (8-23-21)

Riley County Health Department: Provide legal advice on projects. Zoom meeting with Julie Gibbs and Debbie Nuss regarding request from Flint Hills Wellness Coalition to place walk-in cooler/freezer on grounds of Family and Child Resource Center. Draw and submit Commission Agenda Report reflecting request—scheduled for 9-30-21 BOCC meeting. (9-28-21) Obtain BOCC approval of Flint Hills Wellness Coalition agreement in principle, presented at 9-30-21 public meeting, for future license agreement and pouring of concrete as base for outdoor “walk-in cooler/freezer at RCHD’s Family and Child Resource Center. (9-30-21) Finalize and place on BOCC agenda for 10-14-21 license agreement with FHWC. (10-5-21) Present to and obtain approval from BOCC license agreement with FHWC. (10-14-21) Discuss concept of assistance from Envisage Consulting, Inc., for Community Health Improvement Plan. (10-21-21) Review vaccination matter. (10-27-21) Work on location of site for COVID testing by KDHE. (1-12-22; 1-13-22) Advise RCHD staff on licensed day care issue. (1-14-22). Work on licensed child care inspection issue. (1-21-22; 1-23-22; 1-25-22) Work on lease for KDHE COVID testing. (1-25; 1-26) RCHD presents completed lease to BOCC and obtains approval. (1-27-22) Advise RCHD on legal matter involving department vehicle. (3-25-22) Advise Director on medical record issue. (4-5-22)

Riley County Historical Museum: Provide legal advice. Prepare for BOCC candidate interview Director/Curator position. (11-7-21)

Riley County Human Resources: Provide requested legal advice on multiple issues related to pandemic; zoom meeting on federal contract requirement. Work on separate project involving proposed vendor and personnel policies. (9-22-21). Review legal parameters of “long-COVID” disability as viewed by the Equal Opportunity Commission; information provided by H.R. (9-24-21) Discuss potential personnel policy change with staff working group. Scheduled for presentation to BOCC during 2-24-22 public meeting. (2-18-22;2-22-22) Discuss potential personnel manual change with staff working group. (2-22-22) Conversation with Human Resource Manager about accommodation request. (2-23-22) Conversation with Human Resource Manager about personnel policy issue. (2-23-22) Such personnel policy presented to BOCC during public meeting 2-24-22. Discuss background check issue with Human Resource Manager. Participate in discussion with H.R. and employee. (3-1-22) Participate in staff working group on personnel policy issue. (3-1-22) Assist with interview. (3-28-22) Participate in staff working group on personnel policy issue. (3-29-22) Assist with interview. (3-30-22) Prepare for panel interviews of applicants for Department Head position. (3-29-22; 3-30-22) Prepare for panel interviews for Department Head position. (4-1-22) Participate in panel interviews for Department Head position. (4-4-22)(4-7-22) Participate in panel interview for vacant Department Head position. (4-14-22) Review proposed Contract for unrelated internal system matter. (4-14-22) Participate in staff working group on project. (4-19-22)

Riley County Information Technology/GIS: Request for estimate (submitted to this office 8-20-21). Discuss technology issue with I.T. interim director. (10-21-21) Prepare for BOCC candidate interview IT/GIS Director. Review potential claim for Zoom subscribers in settled class action—not eligible as government subscriber. (3-1-22)

Riley County Planning & Development: Provide legal advice on 2 projects. Advise P & D Director on development of “Code of Conduct” necessary for grant close-out. (9-29-21) Discuss with P & D and H.R. departments “Code of Conduct” Commission Agenda Report to be presented by P & D 10-7-21. (10-4-21; 10-5-21) Discuss separate regulatory issue with P& D. (10-5-21) Advise department on development of contract. (1-14-22). Advise P& D staff on licensed day care issue. (1-14-22). Work on sanitary system inspection issue. (1-21-22; 1-23-22; 1-25-22) Complete contract between Gov.Built and County; submit to P & D; sign off on presentation of contract documents to BOCC for 2-14-22 public meeting. (2-9-22;2-10-22) Discuss with P & D Director proposed separate contract for online payment of fees; and county proposed requirements for any such contract. (2-18-22;2-22-22) Conversation with Deputy County Counselor about private wastewater system issue. (2-22-22; 2-23-22) Work on private wastewater system issue. (4-1-22; 4-3-22) Represent Planning and Development in support of variance application at evening hearing before hearing officer. (4-4-22) Prepare for RC P&D’s scheduled 4-21-22 presentation to BOCC. (4-19-22)

Riley County Public Information Officer: Finalize contract for Archive Social. Will present to BOCC for review and possible approval at public meeting on 11-29. Contract approved by BOCC.

Riley County Public Works: Provide legal advice on project. Review and approve “as to form” KDOT Local Road Safety Plan Agreement. (9-24-21) Answer question on project. (10-21-21) Review and approve as to form Transfer Station scales repair contract. (10-25-21) Review “Force Account Construction Engineering Inspection Services Agreement” for replacement of Bridge over Swede Creek. (11-2-21) Discuss with USDA final documents for Fairmont Heights closing and construction. (11-2-21) Complete review of “Force Account Construction Engineering Inspection Services Agreement” for replacement of Bridge over Swede Creek. (11-7-21) Calendar

March 9, 2022 Township Officials meeting. (1-31-22) Assist with benefit district project staff discussion. (3-29-22) Participate in discussion with outside regulatory authority. (4-1-22) Prepare CAR for EPA consent order on University Park wastewater treatment facility. (4-14-22) Review consultant agreement for University Park wastewater project under consent order--prepare contractual provisions attachment for consulting firm's review and approval.(4-19-22)

Riley County Register of Deeds: Provide legal advice. Conversation with ROD (8-2021). Conversation about county termination of contract. (9-22-21) Discussion with other party to contract. I can confirm contract will terminate as required by County. (9-22-21) Advise on departmental project. Discuss with ROD. (1-14-22) Assist Department Head with anticipated new project. (3-28-22; 3-29-22)

Riley County Treasurer: Advise on property tax issue. (10-6-21)

PROFESSIONAL ASSOCIATION MATTERS:

County Counselor Association of Kansas: Arrange for Continuing Legal Education seminar speaker to present at June 17, 2022 mid-year CLE of the County Counselors Association of Kansas. (4-1-22) Participate in Board meeting of CCAK. (4-20-22)

Kansas Association of Counties: KAC Annual Meeting **(October 19, 2021):** Accepted invitation to participate on panel discussion before the general KAC membership regarding "Dark Store" and Riley County's experience on the issue. Prepare for panel discussion. (9-29-21) Review and work on presentation of power point for presentation scheduled for 10-18-21. (10-16-21; 10-17-21) Participated in panel discussion during KAC annual meeting. (10-18-21)

**RILEY COUNTY LAW ENFORCEMENT AGENCY
SPECIAL LAW BOARD MEETING
City Commission Meeting Room
1101 Poyntz Ave.
Manhattan, KS
May 9, 2022 4:00 p.m.
Agenda**

- I. **ESTABLISH QUORUM**- Chairperson Morse
- II. **PLEDGE OF ALLEGIANCE**- Interim Director Moldrup
- III. **GENERAL AGENDA**
 - A. Public Comment
 - B. Fraternal Order of Police Lodge #17 Comments
 - C. Board Member Comments
 - D. Executive Session- *(Vote Required)*
 - 1. Non-Elected Personnel Matters
 - 2. Attorney Client Privilege
 - E. Possible Board Action with Vote
 - F. Adjournment

Riley County Law Enforcement Agency (Law Board) Meetings are open to the public. Agenda items may be viewed on the Riley County Police Department website at <http://rileycountypolice.org/law-board>. In order to comply with provisions of the Americans with Disabilities Act (ADA), the Riley County Law Enforcement Agency will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact Executive Offices Manager Nichole Glessner at (785) 537-2112, ext. 2468, for assistance.

The Meeting of the Riley County Law Enforcement Agency will be televised live on local Cox Cable Channel 3, on the City of Manhattan's website at <http://cityofmhk.com/tv>, and also on Facebook at <https://www.facebook.com/RileyCountyPD>. A recording will be made available on the City's website after the meeting.