



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

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Highway Use Permit, Larson Construction, Inc.
4. Highway Use Permit, Larson Construction, Inc.
5. Sign Riley County Personnel Action Form(s)
6. Discuss Joint City/County/County Meeting Agenda
7. Approve payroll/accounts payables (when completed)

Review Minutes

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

Review Tentative Agenda

9. Tentative Agenda

Press Conference Topics

10. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

11. Administrative Work Session

9:20 AM

David Adams, EMS Director

12. Open Position Request

9:30 AM

Elizabeth Ward, Human Resource Manager

13. Riley County Employee Day 2021

- 9:45 AM** **Jason Smith, Manhattan Area Chamber of Commerce**
14. Economic development update
- 10:00 AM** **Julie Gibbs, Health Department Director**
15. RCHD Monthly Update
- 10:30 AM** **Budget and Planning Committee - Tami Robison, Budget and Finance Officer**
16. Monthly Cash Flow Reports for August 2021
- 10:50 AM** **Russel Stuckey, Emergency Management Director**
17. Authorization to negotiate purchase of used fire truck.
- 11:00 AM** **Craig Cox, Deputy County Counselor**
18. Animal Control Resolution and Animal Shelter Resolution
- 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.



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
MEETING: September 9, 2021
SUBJECT: Highway Use Permit, Larson Construction, Inc.
PRESENTER: John Ellermann, County Engineer

BACKGROUND

Larson Construction, Inc. is requesting permission to perform installation of water main in right of way at 1725 Wildcat Creek Rd, 6010 Tuttle Terrace, and 6020 Tuttle Terrace. The Riley County Board of Commissioners had approved the Highway Use Permit Application previously submitted by Mid Kansas Underground for this work. However, it was determined that Larson Construction, Inc. would actually be the company to complete the work so a corrected application has been submitted.

RECOMMENDATION(S)

Staff recommends approval of the Highway Use Permit as presented.

POSSIBLE MOTION(S)

Move to approve the Highway Use Permit granting Larson Construction, Inc. permission to complete the work as outlined in the Permit.

Enclosures:

- 09.01.21_Larson Construction_Tuttle Terr and Wildcat Crk (PDF)

Permit No. _____

APPLICATION FOR HIGHWAY USE PERMIT

Riley County, Kansas

LARSON CONSTRUCTION, INC UNDERGROUND UTILITIES
 Applicant Name Type of Construction

2616 EUREKA TERR. MANHATTAN KS 66503
 Applicant Mailing Address City State Zip

Applicant hereby requests permission to PERFORM INSTALLATION OF 40" MAIN IN ROW
 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.

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:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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: [Signature] 9/1/21
 Submitter's signature Date

DUSTY HELLER P.m
 Printed Name & Title

785-706-8171 LARSON CONST.
 Submitter's Telephone Number Contractor Name

HELLER.LARSON@GMAIL.COM
 Submitter's Email Address Contractor Telephone Number

9/7/21 7 DAYS
 Proposed Date of Construction Estimated Duration of Construction

RECOMMENDED BY:

[Signature]
 Riley County Engineer

Permit granted this ____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
 RILEY COUNTY, KANSAS

 Chairperson

OFFICE USE ONLY:

Application Fee: _____

\$1,000 Deposit ____ Bond ____ Letter ____

Receipt No. ____ Date: ____

Signature: _____









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
MEETING: September 9, 2021
SUBJECT: Highway Use Permit, Larson Construction, Inc.
PRESENTER: John Ellermann, County Engineer

BACKGROUND

Larson Construction is requesting permission to work in the right of way to install water meters in multiple locations along Freeman Road. The Riley County Board of Commissioners had approved the Highway Use Permit Application previously submitted by Mid Kansas Underground for this work. However, it was determined that Larson Construction, Inc. would actually be the company to complete the work so a corrected application has been submitted.

RECOMMENDATION(S)

Staff recommends approval of the Highway Use Permit as presented.

POSSIBLE MOTION(S)

Move to approve the Highway Use Permit granting Larson Construction, Inc. permission to complete the work as outlined in the Permit.

Enclosures:

- 09.01.21_Larson Construction_Freeman Rd (PDF)

Permit No. _____

APPLICATION FOR HIGHWAY USE PERMIT
Riley County, Kansas

LARSON CONSTRUCTION, INC.
 Applicant Name

UNDERGROUND UTILITIES
 Type of Construction

21016 EUREKA TERR.
 Applicant Mailing Address

MANHATTAN
 City

KS
 State

66503
 Zip

Applicant hereby requests permission to PERFORM INSTALLATION OF 420 METERS IN ROW
 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.

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:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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: [Signature]
 Submitter's signature

9/1/21
 Date

DUSTY HELLER Pm
 Printed Name & Title

785-706-8171
 Submitter's Telephone Number

LARSON CONST.
 Contractor Name

HELLER.LARSON@GMAIL.COM
 Submitter's Email Address

 Contractor Telephone Number

9/3/21
 Proposed Date of Construction

17 DAYS
 Estimated Duration of Construction

RECOMMENDED BY: [Signature]
 Riley County Engineer

Permit granted this ____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
 RILEY COUNTY, KANSAS

 Chairperson

OFFICE USE ONLY:

Application Fee: _____

\$1,000 Deposit ____ Bond ____ Letter ____

Receipt No. ____ Date: ____

Signature: _____





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: September 9, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-09 C Glessner - AEMT (green) (PDF)
- 2021-09 k TReadwell - PRN EMT (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 9/2/2021
☒ Change		Employee #

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

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

Glessner	Clayton		
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Name: Last First Middle Home Phone

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Address: Street City State Zip

AEMT	Ambulance/EMS	00001-000020
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Position Title Department Fund

10/6/2021	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
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Effective Date Ending Date For Temporary Is this a budgeted position?

EMTAEM	5	\$15.85	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department: DAADDS Date: 9-2-2021

Personnel: ED Allen 9/2/21

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 9/2/21
☒ Change		Employee #

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

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

Treadwell	KaiaMae		
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Name: Last First Middle Home Phone

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Address: Street City State Zip

EMT	Ambulance/EMS	00001-000020
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Position Title Department Fund

9/1/2021	☐	☒		☒ Yes	☐ No
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Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

EMT	1	\$13.81	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department: David Adams Date: 9-2-2021

Personnel: [Signature] 9/2/21

BOCC

Chairman: _____

Member: _____

Member: _____

Joint City/County/County Meeting: (at city offices September 16th)

Topics for Agenda:

Attachment: topic form (9912 : Joint City/County/County Agenda Meeting Information)



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

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Russel Stukey, Emergency Management Director

1. Bid opening for firefighting skid unit

9:15 AM

Christy Rodriguez, Flint Hills Regional Council Director

2. Flint Hills Regional Council update

9:30 AM

Press Conference

10:00 AM

Break

10:10 AM

John Ellermann, Public Works Director/County Engineer

3. Project update

10:25 AM

Amanda Smeller, Planning/Special Projects Director

4. Sign Letter of Support for a FHRC Grant Application for EPA Brownfields Assessment

10:40 AM

Clancy Holeman, Counselor/Director of Administrative Services

5. Administrative Work Session

Attachment: 09-13-21 tentative agenda (10493 : Tentative Agenda)

11:00 AM Cheryl Collins, Museum Director

6. Staff update

12:00 PM County Officials Luncheon

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, September 14, 2021 (KF).

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

Attachment: 09-13-21 tentative agenda (10493 : Tentative Agenda)



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

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

[District 1 – John Ford, Chair](#)

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

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

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Bid recommendation for firefighting skid unit
2. Discuss Intergovernmental Luncheon

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:15 AM

Amy Manges, Register of Deeds

3. Staff update

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

9:50 AM

Break

10:00 AM

Gary Fike, County Extension Director

5. Staff update

10:15 AM

Dennis Butler, RCPD Director

6. RCPD update

10:30 AM

Shilo Heger, Treasurer

7. Monthly revenue reports

4:00 PM

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

Attachment: 09-16-21 tentative agenda (10493 : Tentative Agenda)

Adjournment**Announcement**

Good Morning Manhattan Virtual Meeting will be held today 7:30 - 8:30 a.m. via Zoom.

Beginning at 7:30 a.m. Thursday, September 16, 2021 lasting until approximately 8:30 a.m., the BOCC will be in its usual public meeting location, joining a Zoom meeting hosted by the Chamber of Commerce. This Chamber of Commerce Zoom call will be placed on a speaker phone, so BOCC members can “listen” to the presentations made by the scheduled speakers. But BOCC members will not participate in the Chamber of Commerce meeting. BOCC members will be “muted” during the Chamber of Commerce Zoom call.

Members of the Public are welcome to attend, in the BOCC Chambers, beginning at 7:30 a.m., on the above date, in order to listen to the Chamber of Commerce Zoom call.

At the conclusion of the Chamber of Commerce’s Zoom call, the BOCC will be on break until 9:00 a.m., when the regular meeting of the BOCC will begin at the BOCC’s same usual public meeting location. Riley County will begin its live stream of its regular meeting beginning at 9:00 a.m.

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: 09-16-21 tentative agenda (10493 : Tentative Agenda)



EMS
Personnel

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

COMMISSION AGENDA REPORT

FROM: David Adams, EMS/Ambulance Director

MEETING: September 9, 2021

SUBJECT: Open Position Request

PRESENTER: Joshua Gering, Asst. EMS/Ambulance Director

BACKGROUND

This request is to fill 4 open PRN positions as well as an open full time AEMT position. The request to fill the full time position is caused by the recent resignation from full time service of an EMS staff member. This employee has asked to stay with the department in a PRN role and has been approved by the Director.

DISCUSSION

This is a full time AEMT position that we are wanting to recruit both internally and externally and determine its classification (EMT/AEMT/Paramedic) based on whom is hired for the position. It is our desire to fill this position with an AEMT if possible.

The PRN positions will be advertised externally and will fill the openings created by recent promotions to full time status and the one recent resignation as well.

FISCAL IMPACT

There is no negative fiscal impact as the PRN positions are budgeted. If the FT position is filled with a Paramedic then the negative fiscal impact will be covered within the EMS payroll budget.

RECOMMENDATION(S)

Staff recommend that we advertise the Full Time position for any of the certifications (EMT/AEMT/ Paramedic). This allows flexibility in hiring the right person for the future regardless of certification.

Also recommend replacing the PRN positions to enhance our operations with standbys as well as reduce overtime costs.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 2021-09 EMS EMT_AEMT (gold) (PDF)
- 2021-09 EMS AEMT (gold) (PDF)

12.a

 Department EMS/Ambulance Date 9/2/2021 Job Title EMT/AEMT

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

TYPE OF REQUEST

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

Budgeted Position Request		Non-Budgeted Position Request	
☒ Request to hire replacement-same duties	☐ Request to 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>KaiaMae Treadwell</u>	2. Effective date of promotion, transfer, termination, or change: <u>9/1/2021</u>	1. Are there current budgeted funds available to pay for this position? ☒ Yes ☐ No ☐ Grant Funded	2. Requested hours per year: <u>400</u>
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact): \$	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☒ No
5. Has this position been "On Hold"? ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position:	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? Resignation of incumbent

2. Is it possible to fill this position internally? If no, why not? No, this is a PRN or 'As Needed' position which is entry level for our department.

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 diploma or equivalent; Valid Drivers License, Kansas certified KSBEMS as EMT or AEMT required upon DOH. ACLS &/or BLS provider credentialed from within 45 days of hire date.

Additional comments:

Approval by:

Date:

Department Head:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:

12.b

Department EMS/Ambulance Date 9/2/2021 Job Title AEMT

☒ Full Time	☒ Regular	☐ Seasonal	☐ Grant Funded	Pay Grade	EMT/ AEMT	Start Date	ASAP	☒ Non-Exempt
☐ Part Time	☐ As Needed	☐ Intern	☐ Temporary	Hours per	☒ Week ☐ Month	End Date		☐ Exempt

TYPE OF REQUEST

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

Budgeted Position Request		Non-Budgeted Position Request	
☐ Request to hire replacement-same duties	☐ Request to 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: Clayton Glessner	2. Effective date of promotion, transfer, termination, or change: 10/6/2021	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☐ Grant Funded	2. Requested hours per year:
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact): \$	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☒ No
5. Has this position been "On Hold"? ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position:	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? Status Change of incumbent from Full Time to As-Needed

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

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills:

HS degree or equivalent. KS certified KSBEMS as EMT required upon DOH. ACLS & BLS provider credentialed from AHA obtained within 45 days of hire date

Additional comments:

Approval by: _____ Date: _____

Department Head:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:

If the approved request affects current and future budget figures, a copy will go to Payroll and Budget & Finance



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: September 9, 2021

SUBJECT: Riley County Employee Day 2021

PRESENTER: Elizabeth Ward

BACKGROUND

Since 2006, Riley County has dedicated the Columbus Day observance for the enrichment and training of Riley County employees, as a mandatory day for all regular employees. This year Columbus Day will be on October 11, 2021. For this purpose, all county offices are closed to the public. The date was selected because it is observed as a federal and state government holiday when governmental offices, as well as banks, and state/district courts are closed as well.

Traditionally, our employees have met in a large group setting at the Farm Bureau Headquarters. However, with the on-going threat of COVID-19 to the health and safety of our workforce, with the guidance from our health care professionals, the decision was made to hold a hybrid-virtual/in-person event which will be presented virtually to small departmental groups of employees.

The Training Committee, again with the guidance of our healthcare professionals, has worked very hard to put together an agenda and budget for this year's event which included many employee training options as well as comradery, recognition and team building activities.

DISCUSSION

The proposed agenda for the day is attached, and includes some required activities and some optional activities from 7:45 am through 4:00 pm.

Some points to consider are:

- 7:45 arrival is optional. There will be light refreshments served at the various sites.

- The morning sessions are required for all regular employees and will be broadcast through Zoom and presented through Dave Lewis' studio in order to have a professional and impactful presentation.
- Since 2020 Employee Day was canceled due to COVID-19, we will have twice as many years of service awards as we usually do
- 11:45 lunch is optional, but will be provided by Riley County at the various sites.

The afternoon schedule will be decided at the Department Head level as far as participation and activity. We have facilitated various professional training opportunities for the departments to choose from, however, if a department chooses to create their own activity that is also acceptable. We have discussed these activities being specific to the needs of each departmental team for growth, learning, team building or resolving internal conflict/stressors.

FISCAL IMPACT

A proposed budget is attached.

The cost per employee expected to be in attendance is \$76.90 per person. This cost per employee may go down depending on the afternoon selections, but this is the most reasonable cost per employee available for this type of training opportunity. There is no cost for individual courses, travel or accommodations as there might be with outside training options.

I would also point out there is a cost associated with this virtual option we have not had in the past, but the equipment needed will remain in the IT inventory and will be used again in the future, so will have added value in that regard.

The budget includes the Keynote speaker, the virtual moderator/emcee, and the afternoon training sessions, the service awards for 2 years, refreshments and technology equipment. Maximum cost will be \$18,845.00

RECOMMENDATION(S)

Recommendation is for the Commissioners to approve the agenda and budget for the 2021 Riley County Employee Day.

POSSIBLE MOTION(S)

Move to approve the agenda and budget for the 2021 Riley County Employee Day.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 2021 Employee Day Agenda (DOCX)
- Riley County Employee Day Budget Proposal 2021 (PDF)



**Riley County Employee Day
Monday, October 11, 2021
Multiple Locations**

Morning Agenda:

7:45 - donuts/coffee/mingling in small groups (optional)

8:05 – BOCC Welcome –pre-recorded

8:15 - Dave Lewis trivia/bingo/team building competition

9:00 – Scott Metzler – Keynote Speaker – Generational Diversity at Work

10:05 - Break – (REACH Drawings, prizes...)

10:20 Years of Service Awards (74 awards)
REACH Employee of the Year and Monthly Awardees

11:00 – Dave Lewis wrap up

11:45 – 12:15 Lunch

Catering to four major locations

Afternoon Agenda: Department Specific programming through 4:00 pm

Sessions Based on Employees' Training Day Surveys, REACH Committee and Training Committee

Afternoon options:

12:20 – 2:20 pm

Departmental Purpose: What is our Department FOR?

This interactive working session will lead the department members through a collective process of defining a clear, understandable and relatable purpose for the department and an action plan on how to make the purpose what the department is known for.

Resources for this course will be taken from the book “Know What You’re FOR: A Growth Strategy for Work, An Even Better Strategy for Life by Jeff Henderson, as well as various resources from John Maxwell, and other leadership resources.

12:20 – 1:30 pm

Generational Diversity at Work

For the first time in history, we have 5 generations in the workforce! We are asking teams to not only work together, but excel because of our differing experiences and perspectives. This hands-on working group will lead departments through a work-related opportunity focused on generational diversity.

12:20 - 2:00 pm

Dale Carnegie – Disagree Agreeably

Whenever we have more than one person, there is bound to be conflict. Disagreements are a natural and inevitable part of any work environment. It is when they go unresolved that tensions rise, energy is wasted, and productivity suffers. This module offers insights into our own work style and communication “hot Button.” We will not only explore situations that challenge us most, we will learn to

manage our emotions and to express our opinions in a productive way that leads to acceptance and agreement.

This session will empower participants to:

- Identify personal hot buttons and their role in disagreements
- Give others the benefit of the doubt
- Apply technique that empower team members to disagree diplomatically

12:20 - 2:20 pm

{Department Team building in a social setting}

- Team/group fun – participate in a fun/social activity together
- Virtual escape room
- Community Activity

2:30 - 4:00 pm

Generational Diversity at Work

For the first time in history, we have 5 generations in the workforce! We are asking teams to not only work together, but excel because of our differing experiences and perspectives. This hands-on working group will lead departments through a work-related opportunity focused on generational diversity.

2:30 – 4:00 pm (one of the following four – thoughts on best option?)

- **Personalities at Work Basics**

We spend as much time, if sometimes not more, with people we work with as our own families. Dealing with all the personalities in a workplace can be challenging. Even without a “difficult Personality”, different personality styles still result in conflict and misunderstood. In this course, learn you own personality type as well as type descriptions of other personalities and how these types, along with the sub-traits, work, communicate, and perceive the world in order to gain insight in working effectively.

- **StrengthsFinder**

This course will use the Clifton’s Strength Finders assessment to discover participants’ natural strengths and talents and learn how to use them to strengthen performance, team and professional success. We will learn how to best address team challenges, build effective partnerships, and use our strengths to reach goals.

- **One Minute Manager**

One Minute Manager is a guided book study based on the management secrets taught in *The One Minute Manager* by Ken Blanchard. In this course, participants will learn the three Secrets of the New One Minute Manager in order to produce greater results in less time. Learn to be more productive and get greater results using the One Minute Goal Setting, One Minute Praising and One Minute Reprimands.

- **Crucial Conversations**

Based on the best-selling book *Crucial Conversations* by Kerry Patterson, Joseph Grenny, Ron McMillan and Al Switzler. This course will give participants tools to use for effective conversations when the stakes are high and the outcomes – both production and relationships – really matter. We will discuss how to identify a high-stakes conversation, assess each person’s Style Under Stress, learn to create conditions for dialogue and gain key skills for talking, listening and acting.

2:30 - 4:00 pm

Dale Carnegie – Listening Skills for Boosting Communication

A typical adult speaks at 100-150 words per minute, depending on the language and the style of the speaker. We can hear and understand at a rate of 200 words per minute or more. So when we are listening, there is a fair amount of excess capacity between our ears and our brains. Attentive listening is far more challenging, more demanding and more difficult than speaking. The art of being a good listener takes focus, patience and a sincere desire to really communicate with others. While listening is

only one side of a conversation, it is usually the neglected side. The first step to overcome this is to recognize that effective listening is an active process. AN accurate assessment will usually reveal that people often pretend to listen or listen just long enough to identify how we are going to respond. People also fail to recognize the filters that impact their ability to fully comprehend other perspective and points of view. Overcoming these filters helps create open constructive communication

This session will empower participants to:

- Assess listening skills to overcome obstacles
- Deal with all kinds of listeners
- Genuinely engage with others and ask question that uncover opportunities for growth
- Demonstrate active listening skills in all interactions

2:30 - 4:00 pm

- **{Department Team building in a social setting}**
- Team/group fun – participate in a fun/social activity together
- Virtual escape room
- Community activity

Thank you.

Surveys will be sent out following the event. Please complete and return to Human Resources before Friday, Oct 15.

Riley County Employee Day 2021 Budget

Morning Refreshments	\$ 1,079.00	
Lunch	\$ 2,420.00	
Dave Lewis	\$ 5,000.00	(or less)
Scott Metzler	\$ 1,000.00	
Service Awards	\$ 965.00	
Afternoon Training	\$ 5,877.20	(or less)
technical equipment	\$ 2,500.00	
Total estimated cost	\$	18,841.20

Team building offers teams the opportunity for growth, reflection, and potential ongoing learning.
Team building activities are designed for a particular goal or outcome

Cost of employee turnover - 1.5 to 2 times annual salary

	ave annual wage	range annualized	ave cost of Turn over
Hourly	\$40,294.53	\$15,080 to \$77,730	\$60,441.80
Salary	\$82,553.42	\$42,370 to \$170,905	\$123,830.13
to date, turnover for all Riley County is 84 employees			17% turnover rate
* For regular employees only			14.23% Turnover rate

2022		
expect 245 employees (87% attended in 2019)		
Cost of training:		
Food	\$3,499.00	
Scott Metzler	\$1,000.00	
Dave Lewis	\$5,000.00	
Afternoon training	\$5,877.20	
IT Equipment	\$2,500.00	
	\$18,841.20	\$76.90 cost of training per employee in Attendance

Value of team building

- * Increases trust
- * Mitigates Conflict
- * Gets employees to problem solve
- * Improves Communication
- * Employee training and team building is an investment - particularly if not related to daily business.



HEALTH DEPARTMENT
Update

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs
MEETING: September 9, 2021
SUBJECT: RCHD Monthly Update
PRESENTER: Julie Gibbs

Enclosures:

- 2021BtoAAugust21 (PDF)
- monthlyupdatesept21 (PDF)

RILEY COUNTY HEALTH DEPARTMENT
2021 Budget to Actual Comparison of Revenues and Expenses
January 1, 2021-August 31, 2021
66.7% of year

ACTUAL REG. CASH BAL. \$783,651.18

	Total Budget	Total Actuals	General		Emergency Preparedness		WIC		Kansas Health Foundation		CDRR		KCCTF		Child Care Licensing		Family Planning		Immunization Action Plan		MCH		OPEI		Smart Start/ECBG		State Formula		March of Dimes		Wildcat Region PHEP		
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	
Revenues																																	
Grants	2,642,296.00	2,757,080.01	-	538,617.80	49,578.00	58,729.27	901,636.00	659,819.00	75,000.00	25,000.00	45,000.00	34,294.00	-	63,788.38	209,113.00	182,939.00	154,712.00	139,955.00	9,060.00	7,927.00	131,556.00	128,057.00	220,000.00	220,000.00	756,386.00	639,827.56	50,148.00	35,561.00	10,000.00	-	30,087.00	22,565.00	
Client Fees	94,750.00	43,436.87	-	-	-	-	-	-	-	-	-	-	-	-	18,000.00	19,842.50	12,000.00	13,273.87	35,000.00	5,905.29	500.00	40.00	-	-	-	-	9,250.00	4,375.21	-	-	-	-	
Medicaid	46,500.00	19,115.87	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,000.00	6,794.22	28,000.00	9,786.19	3,500.00	1,177.65	-	-	-	-	-	-	-	-	-	-	
Insurance	276,500.00	106,923.18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000.00	20,770.32	225,000.00	76,917.89	1,500.00	190.56	-	-	-	-	10,000.00	9,044.41	-	-	-	-	
Transfer from General	1,154,526.00	1,154,526.00	1,154,526.00	1,154,526.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Transfer in CARES	-	207,108.45	-	207,108.45	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Miscellaneous	25,296.00	49,838.59	25,296.00	37,012.53	-	-	-	479.83	-	1,800.00	-	-	-	-	-	-	-	-	-	-	10,288.50	-	217.71	-	-	-	-	-	40.02	-	-	-	
TOTALS	4,239,848.00	4,338,024.97	1,179,822.00	1,937,264.78	49,578.00	58,729.27	901,636.00	660,298.83	75,000.00	25,000.00	45,000.00	34,294.00	-	63,788.38	227,133.00	202,781.50	240,712.00	180,793.41	297,060.00	110,824.87	137,056.00	129,682.92	220,000.00	220,000.00	756,386.00	639,827.56	70,938.00	50,378.45	10,000.00	-	30,087.00	22,565.00	
% of Budget Received		102.32%		164.20%		118.46%		73.23%		35.73%		76.21%			89.28%		75.11%		37.31%		94.62%		100.00%		84.59%		71.56%		0.00%			75.00%	
Expenses																																	
Total Personnel	3,445,810.00	3,412,933.32	372,314.00	574,288.11	70,111.00	44,562.18	949,763.00	466,602.33	67,697.00	36,041.00	14,308.38	-	29,496.65	261,820.00	364,943.69	348,803.00	196,133.27	169,430.00	90,431.17	362,060.00	165,449.46	369,836.00	336,303.11	374,663.00	356,021.27	378,513.30	172,447.40	-	3,385.00	2,559.80	2,139.80		
Total Contract	807,445.00	775,639.85	359,190.00	262,233.69	1,025.00	3,050.21	23,304.00	12,460.83	2,930.00	7,704.75	8,350.00	11,310.18	-	20,745.64	13,315.00	6,706.93	25,800.00	10,059.78	6,800.00	3,758.47	8,560.00	32,017.13	66,770.00	37,864.32	384,746.00	285,385.53	58,500.00	40,582.84	-	14,655.00	12,929.56		
Total Commodities	453,497.00	347,628.16	11,500.00	134,499.55	-	1,979.35	17,100.00	7,036.33	2,351.00	50,957.38	1,100.00	2,925.40	-	14,766.38	2,825.00	1,469.55	58,750.00	26,705.73	254,850.00	55,227.37	5,400.00	3,136.42	3,400.00	1,258.44	60,325.00	35,895.61	13,950.00	3,747.62	10,000.00	5,098.42	11,946.00	2,924.71	
Capital	189,433.00	32,312.50	185,933.00	14,192.72	-	-	-	-	-	2,664.19	-	-	-	5,602.45	-	2,735.73	-	-	-	3,119.48	-	-	-	-	-	-	4,197.95	3,500.00	-	-	-	-	
Transfer Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTALS	4,506,190.00	3,518,512.83	762,937.00	985,214.07	71,136.00	49,631.74	880,667.00	475,999.99	72,078.00	61,126.32	46,391.00	28,244.56	-	70,521.02	277,860.00	175,855.88	433,353.00	232,878.78	431,060.00	161,220.89	276,020.00	180,603.01	439,506.00	274,925.87	819,733.00	582,400.35	354,463.00	216,777.86	10,000.00	5,098.42	29,986.00	18,014.07	
% of Budget Spent		77.72%		129.13%		69.77%		54.05%		83.76%		60.88%		63.27%		53.74%		37.40%		65.43%		62.55%		71.05%		61.16%		50.98%		60.07%			
BALANCE:																																	
EXCESS/(DEF.) BUDGET			416,885.00		(21,558.00)		20,969.00		2,022.00		(1,391.00)		-		(50,827.00)		(192,641.00)		(134,000.00)		(138,964.00)		(219,506.00)		(63,347.00)		(284,065.00)		-		101.00		
EXCESS/(DEF.) ACTUAL			952,050.71		9,097.53		184,298.84				(34,326.32)		6,049.44		(6,712.64)		26,925.62		(52,085.37)		(50,396.02)		(50,920.09)		(54,925.87)		57,427.21		(166,399.41)		(5,098.42)		4,550.93
ENDING CASH BAL.	\$1,603,167.32																																

Attachment: 2021BtoAAugust21 (11103 : RCHD Update)



BOH Monthly Report September 2021

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

Attachment: monthlyupdatesept21 (11103 : RCHD Update)



August 2021 Budget to Actual Explanations

Revenues:

- ☐ Kansas Health Foundation-Health Equity grant ended. Branding funds were all received in a prior year.
- ☐ IAP-COVID has caused delays in some vaccinations
- ☐ MoD/BaM-grant funds received in prior year-timing

Expenses:

- ☐ Overall-unbudgeted COVID expense
- ☐ General-COVID
- ☐ Emergency Preparedness-COVID
- ☐ Kansas Health Foundation-funding received in prior year transferred to FHC for spending
- ☐ Smart Start/ECBG- timing of expenses grant year ended in June

Covid Update

15.b

County Numbers



Percent Positive (goal is under 5%)



Hospital numbers (Goal is 0!)



Breakthroughs

Testing Update



Testing daily at the HD (symptomatic)



RADX-UP Program offering testing in Ogden, Riley, Leonardville!



KDHE testing (2 options of tests) at mall on Tuesdays and Thursdays 10-4



Saturday testing starts Sept. 11

Vaccine information



All vaccinations at HD now



Vaccinating in the schools



Preparing for boosters starting Sept. 21

Attachment: monthlyupdatesept21 (11103 : RCHD Update)

3rd Dose Plan

Sept 21, 28, 30
Oct. 5, 7, 12, 14

West End Conference Room at FCRC

If high demand, increase days

Attachment: monthlyupdatesept21 (11103 : RCHD Update)

Staff Updates

PH Nurse - Clinic

- 1 FT position

Social Worker - MCH

- 1 FT position

HIPAA Privacy Officer

- Heather Ritchey, CCL Supervisor

Program Updates

WIC

- More \$\$ for fruits and veggies through September
- Education on importance of Covid Vaccine – pregnant women

RR

- Child Assessments for fall
- Update the Storywalk – Grand Opening Sept. 18

Clinic

- Immunizations!
- Prepping for 3rd dose clinics
- STI testing on Sept 23

CCL

- 7 complaints
- 2 illegal care complaints
- 11 initials!!
- Fingerprinted 44 people in August.
- Heather presenting at statewide CCL KDHE regional meeting.

MCH

- Applying for Injury Prevention Grant – CPR instructor courses and starter kit
- Received Memorial Hospital Association Grant!
- Hiring for a FT Social Worker

Thank You!!



COUNTY CLERK & ELECTIONS
Budget

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

MEMORANDUM

FROM: Tami Robison, Budget & Finance Officer

MEETING: September 9, 2021

SUBJECT: Monthly Cash Flow Reports for August 2021

PRESENTER: Tami Robison, Budget & Finance Officer

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

Enclosures:

- cash flow reports2 2021 (PDF)

2021 Riley County CIP Cash Flow Analysis

% of Year: 66.67%

Month	Revenue	Transfers In	Reimbursements	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	2,588	3,716,027		3,718,615	186,717			186,717
Feb	200			200	198,094			198,094
Mar	181			181	42,008			42,008
Apr	14,043			14,043	44,782			44,782
May	195			195	588,275			588,275
Jun	2,486			2,486	63,839			63,839
Jul	4,138			4,138	120,206			120,206
Aug	1,852			1,852	93,033			93,033
Sep				-				-
Oct				-				-
Nov				-				-
Dec				-				-
Totals	\$25,683	\$3,716,027	\$0	\$3,741,710	\$1,336,952	\$0	\$0	\$1,336,952

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$5,647,333
2021 Revenue	\$3,741,710
Less 2021 Expenditures/Encumbrances	\$1,336,952
2021 Ending Unencumbered Cash	\$8,052,091
Less Remaining Approved Projects	\$2,716,829
Less Reserves	\$1,727,921
2021 Unreserved Cash	\$3,607,341

Reserved Funds:	
CIP Reserve	\$500,000
Fair Reserve	\$91,218
Radio Int Reserve	\$106,680
FFE Reserve	\$438,911
Hardware Refresh	\$591,112
Total Reserves	\$1,727,921

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$9,070,167	% Budget Expended
Expenditures to Date	\$1,336,952	
2021 Remaining Budget Authority	\$7,733,215	
14.74%		
Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$3,857,265	% Budgeted Revenue
Revenue to Date	\$3,741,710	
97.00%		

Attachment: cash flow reports2 2021 (11101 : Monthly Cash Flow Reports)

2021 CIP Detailed Expenditures per Project and per Dept

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	2021 Actual Expenditures/ Encumbrances/ Reserve	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
PUBLIC WORKS:							
13-13PW005		Design cost for 2 culverts	35,000	16,100		18,900	
16-16PK003	71	Parking lot for CICO Playground	18,000	7,078		10,922	
18-18PK003		Playground Equipment at CICO Park + (PK trx-\$75,000)	225,000	0		225,000	
18-18PW012	27	Fairgrounds ADA Walkway	170,000	104,648		65,352	
19-19PW008		1 1/2T Truck w/Utility Bed	100,000	46,725		53,275	
19-19PW014		Winkler Bridge Deck-FFE	250,000	0		250,000	
19-19LEC004	98	RCPD Firing Range	2,285,000	2,147,270	61,177	76,553	
20-20PW003		Tandem Axle Truck w/Plow & Spreader	200,000	0		200,000	
20-20PW004		1 Ton Truck w/Utility Bed	55,000	0		55,000	
20-20PW005		Equipment Storage Shed Leonardville	35,000	0	35,000	0	0
20-20PW006		AWS Telehandler w/Attachments	120,000	0	119,000	1,000	
20-20PW007		Forklift	60,000	0		60,000	
20-20PW008		3/4T 4x4 Ext. Cab Pickup	33,000	0		33,000	
20-20PW009		Power Broom	45,000	0	40,000	5,000	
20-20PW010	509	Welsh Road Asphalt Overlay	243,641	233,509		10,131	
20-20LEC001		Replace 1 Roof Top HVAC Unit	15,000	14,500		500	
20-20LEC002		Replace Air Regulators on 1/2 Jail Doors	30,000	0	13,239	16,761	
20-20LEC003		Rewire Elevator Safety Systems	40,000	0		40,000	
20-20PK004		CICO Parking Lot Engineering	10,000	0		10,000	
20-20PK005		Wildcat Park Bridge Replacement	100,000	0	18,300	81,700	
20-20PK006		Ogden Park Restroom Phase Two (trx from PW 2021)	3,750	0	3,750	0	0
21-21LEC001		Replace 2 Roof Top HVAC Units	32,000	0	30,657	1,343	
21-21PK001		3/4T 4x4 Ext. Cab Pickup	40,000	0		40,000	
21-21PK002		72" Zero Turn Mower	20,000	0		20,000	
21-21PK003		1/2T Pickup	30,000	0		30,000	
21-21PK004		72" Mower w/Accessories	31,000	0		31,000	
21-21PW001		Tandem Axle Truck w/Plow & Spreader	205,000	0		205,000	
21-21PW002		Semi Truck	85,000	0		85,000	
21-21PW003		Pneumatic Roller	125,000	0	82,860	42,140	
21-21PW004		Low Boy Trailer	150,000	0	62,325	87,675	
21-21PW005		Courthouse Stone Replacement & Patching	32,571	0		32,571	
PUBLIC WORKS TOTAL			4,823,962	2,569,830	466,308	1,787,824	-
EMERGENCY MEDICAL SERVICE							
13-13AM001	302	Design of the EMS Facility Enhancement	100,000	25,770		74,230	
20-20AM002	302	800 Mhz Radios	195,226	176,100	646	18,480	
20-20AM003	302	EMS Facility Engineering Design Cost	50,000	0		50,000	
20-20AM004	302	Zoll "X" Series Cardiac Monitor	40,000	0	35,941	0	4,059
21-21AM001	302	Ambulance Replacement	270,000	0		270,000	
21-21AM002	302	LUCAS CPR Device	14,000	0	13,940	0	60
EMS TOTAL			669,226	201,870	50,527	412,710	4,058.55
CLERK							
21-21CK001		Open.Gov software	53,870	0	53,870	0	0
CLERK TOTAL			53,870	0	53,870	0	-
ATTORNEY							
19-19AT001	760	Odyssey Software System	280,000	187,412		92,588	
ATTORNEY TOTAL			280,000	187,412	0	92,588	-
BOCC							
21-21BOCC001		Repair Boiler in Courthouse Plaza East	40,000	0	34,563	5,437	
21-21BOCC002		Church Asbestos Removal	50,000	0		50,000	
BOCC TOTAL			90,000	0	34,563	55,437	-
PLANNING & DEVELOPMENT							
18-18PD001		MOU-Flood Modeling/Training/Research/Software	62,500	39,857	7,220	15,423	
21-21PD001		Truck Replacement	30,000	0	28,933	1,067	
PLANNING & DEVELOPMENT TOTAL			92,500	39,857	36,153	16,490	-
NOXIOUS WEED							
20-20NW001		1 1/2T 4x4 Spray Truck	40,000	0		40,000	
NOXIOUS WEED TOTAL			40,000	0	0	40,000	-

Attachment: cash flow reports2 2021 (11101 : Monthly Cash Flow Reports)

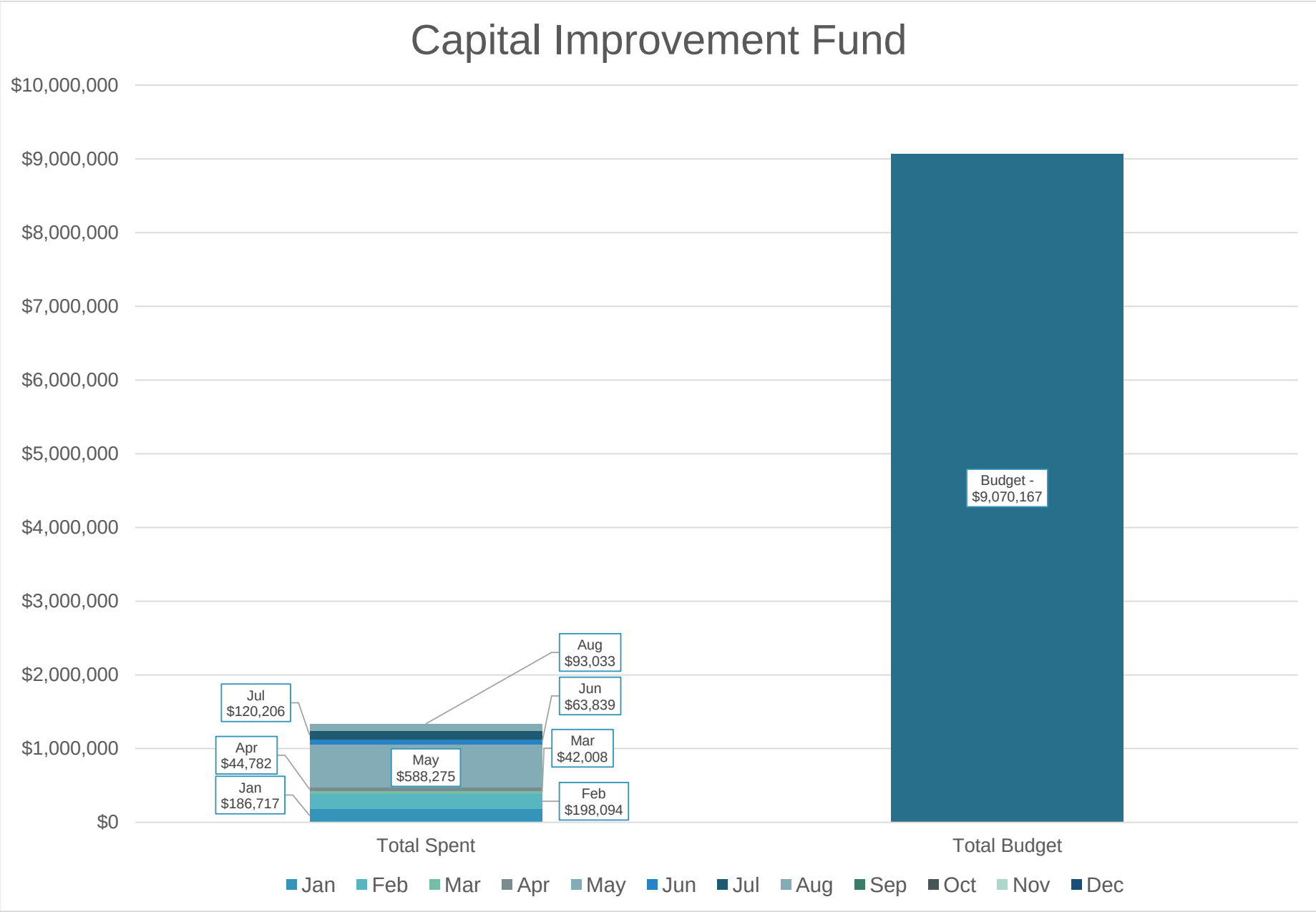
Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	2021 Actual Expenditures/ Encumbrances/ Reserve	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
EMERGENCY MANAGEMENT							
16-16EM002		Standby/Backup Generator Pottorf Hall	40,000	0		40,000	
20-20EM003		River Gauges	2,985	0	3,045	0	-60
20-20EM004		1/2 SUV 4x4	20,000	0	14,259	5,741	
20-20EM005		Bi-directional amplifiers (radio project)	35,000	8,982	9,978	16,039	
21-21EM001		Mobile Command Post Upgrade/Equip Refresh	125,000	0		125,000	
21-21EM002		EM Storage Building	125,000	0		125,000	
EMERGENCY MANAGEMENT TOTAL			347,985	8,982	27,282	311,780	-
OTHER							
13-13PW009		Motor Grader (Lease Purchase through 2023)	1,000,605	440,484	55,060	505,060	
18-18EM003	21	Hardware Refresh Reserve (through 2025)	1,182,221	591,112		591,109	
Lease pmt to 2033	21	Radio Infrastructure Project Lease (15 yr term through 2033)	6,401,938	853,592	426,796	5,121,550	
B&I Trx to 2025		2010-B G.O. Bond payment (15 yr term through 2025)	2,849,815	1,921,954	186,392	741,469	
OTHER TOTAL			11,434,579	3,807,142	668,248	6,959,189	-
TOTAL			17,832,122	6,815,093	1,336,952	9,676,018	4,058.55

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

2,716,829

Completed Projects

Attachment: cash flow reports2 2021 (11101 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (11101 : Monthly Cash Flow Reports)

2021 Riley County Building Cash Flow Analysis

% of Year: 66.67%

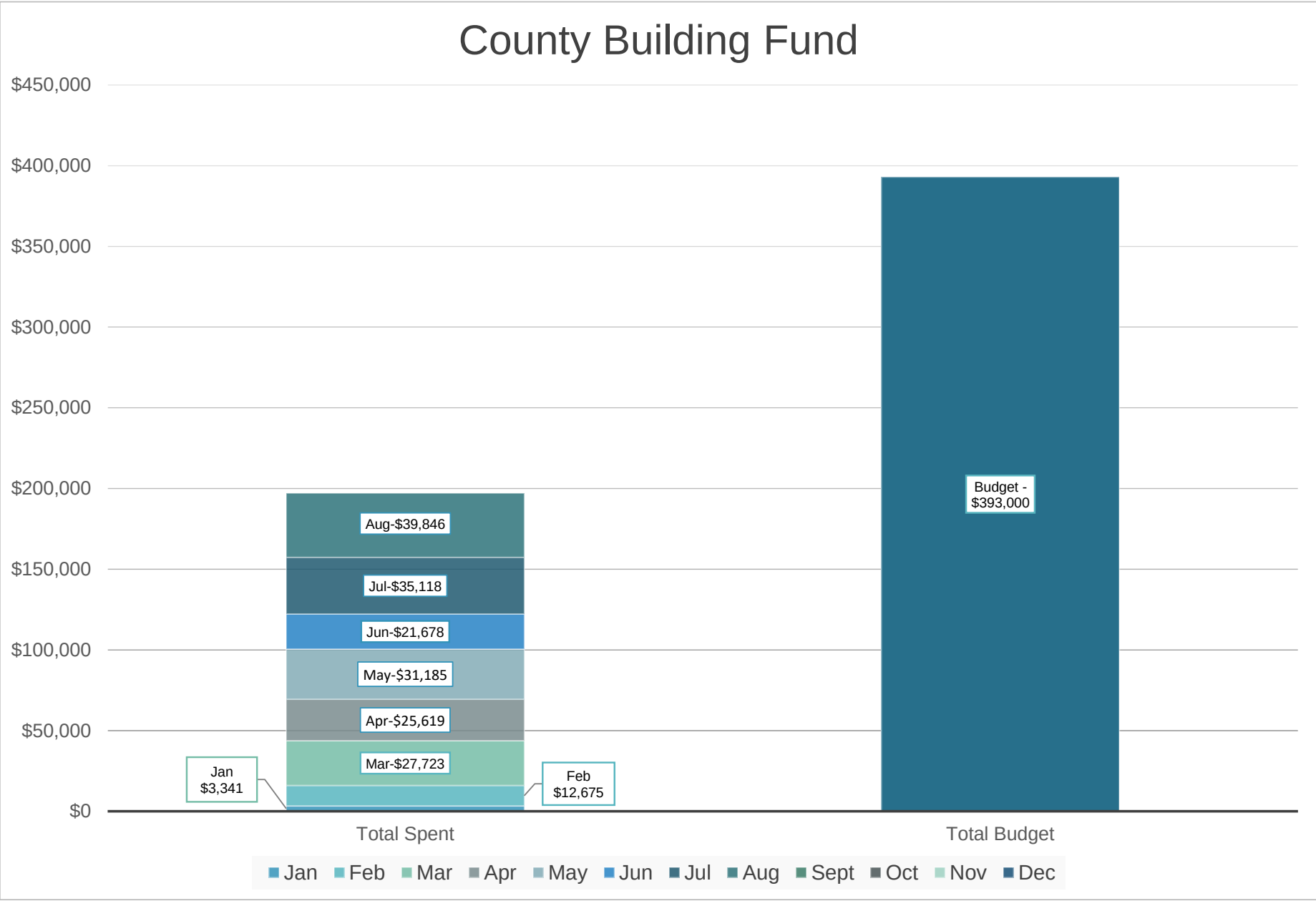
Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	189,844			189,844	3,341			3,341
Feb		110	34	144	12,675			12,675
Mar	16,662	20	1,467	18,149	27,723			27,723
Apr				-	25,619			25,619
May	141,066		34	141,099	31,185			31,185
Jun			44	44	21,678			21,678
Jul		3,742	34	3,775	35,118			35,118
Aug			34	34	39,846			39,846
Sep				-				-
Oct				-				-
Nov				-				-
Dec				-				-
Totals	\$347,572	\$3,872	\$1,645	\$353,088	\$197,185	\$0	\$0	\$197,185

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$24,207
2021 Revenue	\$353,088
Less 2021 Expenditures/Encumbrances	\$197,185
2021 Ending Unencumbered Cash	\$180,109

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$393,000	% Budget Expended
Expenditures to Date	\$197,185	
2021 Remaining Budget Authority	\$195,815	

Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$374,044	% Budgeted Revenue
Revenue to Date	\$353,088	

Attachment: cash flow reports2 2021 (11101 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (11101 : Monthly Cash Flow Reports)

2021 Riley County Economic Development Cash Flow Analysis

% of Year: 66.67%

Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	300,000			300,000	93,020			93,020
Feb	-			-	150,675			150,675
Mar	-			-	8,834			8,834
Apr	-			-	-			-
May	-			-	-			-
Jun	-			-	818			818
Jul	-			-	34,012			34,012
Aug	-			-	1,801			1,801
Sep	-			-				-
Oct	-			-				-
Nov	-			-				-
Dec	-			-				-
Totals	\$300,000	\$0	\$0	\$300,000	\$289,159	\$0	\$0	\$289,159

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$151,834
2021 Revenue	\$300,000
Less 2021 Expenditures/Encumbrances	\$289,159
2021 Ending Unencumbered Cash	\$162,675
Less Est. Project Balance for CY	\$154,760
2021 Projected Unencumbered Cash	\$7,915

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$401,322	% Budget Expended
Expenditures to Date	\$289,159	
2021 Remaining Budget Authority	\$112,163	
72.05%		
Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$300,000	% Budgeted Revenue
Revenue to Date	\$300,000	
100.00%		

Attachment: cash flow reports2 2021 (11101 : Monthly Cash Flow Reports)

2021 Eco Devo Detailed Expenditures per Project and per Dept

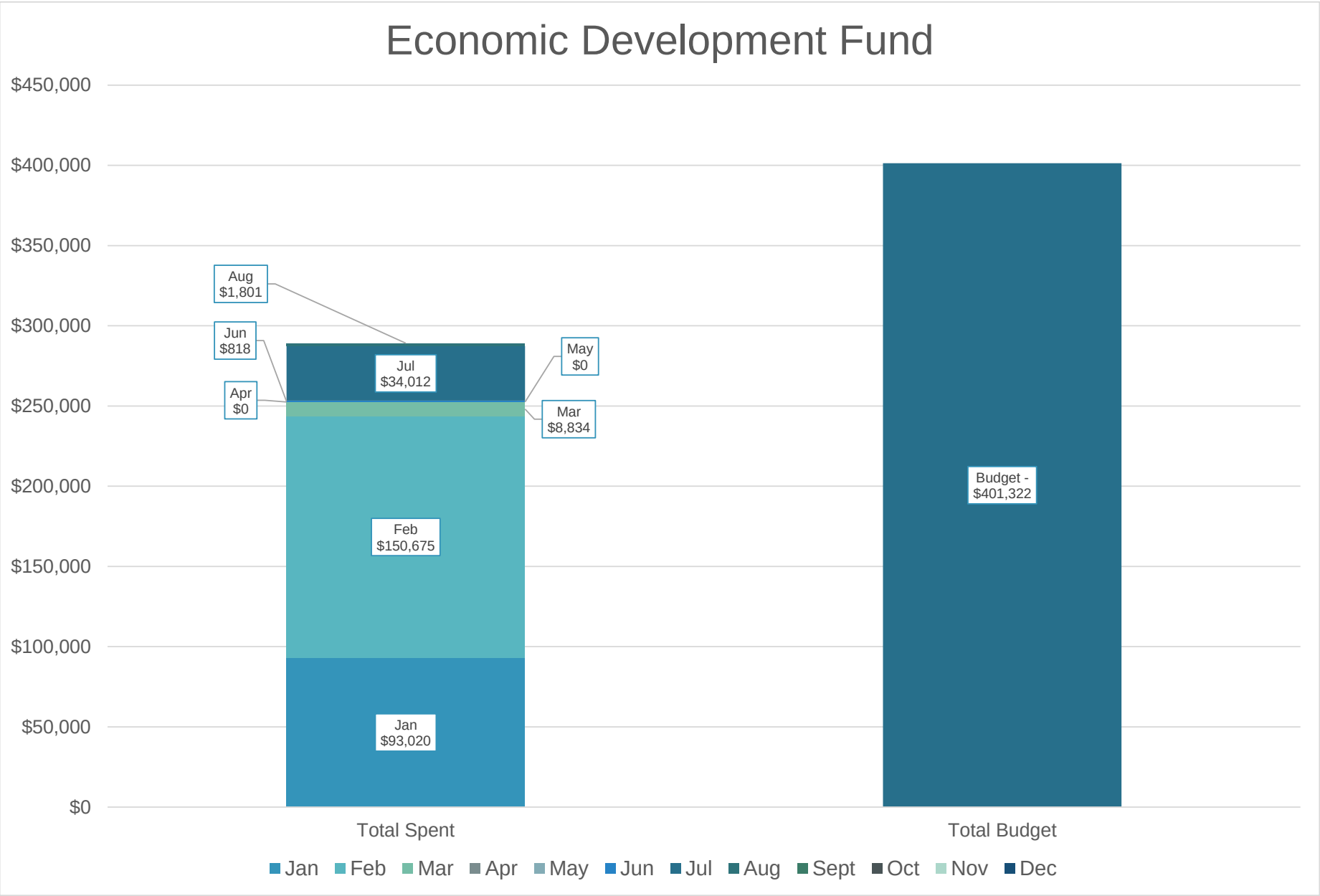
Projects	Approved Project Estimate	Prior Year Expenditures	2021 Expenditures/ Encumbrances	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
APPROPRIATIONS					
Chamber of Commerce	55,000	0	55,000	0	
Flint Hills Veterans Coalition	1,100	0	1,100	0	
Downtown Manhattan	5,000	0	5,000	0	
Riley Co. General Eco Devo	74,190	0		74,190	
APPROPRIATION TOTALS	\$135,290	\$0	\$61,100	\$74,190	\$0
MEMBERSHIPS					
FHMPO Contribution	5,000	0	3,648	1,352	
FHRC Contribution	10,000	0	9,118	882	
MEMBERSHIP TOTALS	\$15,000	\$0	\$12,765	\$2,235	\$0
CONTRACTS					
Auto Lane Development (2024)	121,140	96,912		24,228	
K18 Ramp Contribution (10 pmts)	1,500,000	1,350,000	150,000	0	
CONTRACT TOTALS	\$1,621,140	\$1,446,912	\$150,000	\$24,228	\$0
DEBT OBLIGATION TRANSFER					
Konza Water Debt Payment Transfer	658,502	262,377	44,975	351,150	
DEBT OBLIGATION TRANSFER TOTALS	\$658,502	\$262,377	\$44,975	\$351,150	\$0
PROJECTS					
Project Study/Design/Engineer	50,000	0		50,000	
Re-write Zoning/Subdivision Regs	150,000	107,403	20,319	22,278	
PROJECT TOTALS	\$200,000	\$107,403	\$20,319	\$72,278	\$0
TOTALS	\$2,629,931	\$1,816,691	\$289,159	\$524,081	\$0

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

\$154,760

Completed Projects

Attachment: cash flow reports2 2021 (11101 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (11101 : Monthly Cash Flow Reports)

2021 Riley County Sales Tax Cash Flow Analysis

% of Year: 66.67%

Month	Sales Tax Revenue	Reimbursements	KDOT	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	158,605			158,605	-			-
Feb	166,104			166,104	4,299			4,299
Mar	166,534			166,534	11,617			11,617
Apr	152,296			152,296	3,698			3,698
May	176,603			176,603	1,270			1,270
Jun	176,261			176,261	78,476			78,476
Jul	176,958			176,958	666			666
Aug	166,515			166,515	250,074			250,074
Sep				-				-
Oct				-				-
Nov				-				-
Dec				-				-
Totals	\$1,339,875	\$0	\$0	\$1,339,875	\$350,100	\$0	\$0	\$350,100

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$4,471,895
2021 Revenue	\$1,339,875
Less 2021 Expenditures/Encumbrances	\$350,100
2021 Ending Unencumbered Cash	\$5,461,670
Remaining 2021 Projected Revenue	160,125
Less Est. Project Balance for CY	\$ 320,721
2021 Projected Unencumbered Cash	\$5,301,074

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$4,320,367	% Budget Expended
Expenditures to Date	\$350,100	
2021 Remaining Budget Authority	\$3,970,267	
8.10%		
Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$1,500,000	% Budgeted Revenue
Revenue to Date	\$1,339,875	
89.33%		

Attachment: cash flow reports2 2021 (11101 : Monthly Cash Flow Reports)

2021 Sales Tax Detailed Expenditures per Project and per Dept

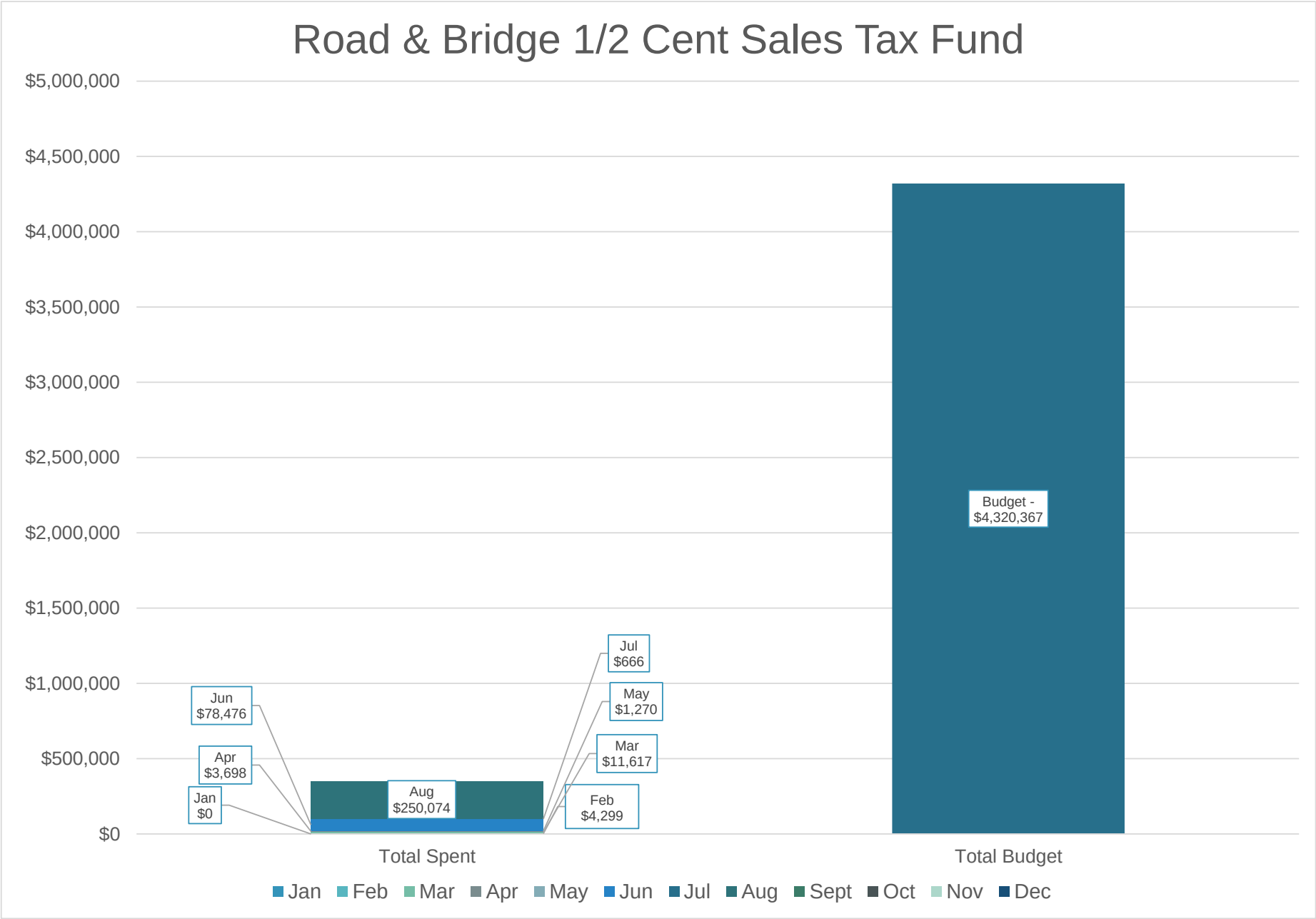
Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	2021 Expenditures/ Encumbrances	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
CULVERTS						
437	Casement Drainage Outlet Structure	298,852	298,852		0	0
442	West 54th Avenue	124,000	168,131		0	-44,131
310	Frog Holler	160,218	160,218		0	0
440	Green Randolph Road	260,819	260,819		0	0
441	N 52nd Street	139,894	139,894		0	0
451	Sherman Road	83,000	7,598		0	75,402
457	Flat Rock Road	113,500	52,707		60,793	
402	Vinton School Road	182,000	183,596		0	-1,596
458	Parallel Road	117,000	51,270	170	65,560	
403	Kitten Creek Road	148,000	37,341		110,659	
404	Peach Grove Road	104,000	229,115	9,235	-134,350	
452	Fancy Creek Road I.2/6.3	93,000	0		0	93,000
459	Union Road	125,000	56,605		68,395	
CULVERT TOTALS		\$1,949,282	\$1,646,146	\$9,405	\$171,056	\$122,675
BRIDGES						
435	West 40th Bridge	349,501	349,501		0	0
439	Daniels Drive	252,631	252,631		0	0
425	Green Randolph	1,089,402	1,092,613		0	-3,211
401	Fancy Creek F.5/5.9	1,231,800	1,162,197		0	69,603
461	Fancy Creek K.0/6.2	653,800	53,632	98	600,070	
443	S. 32nd Street	160,743	160,743		0	0
444	Parallel	208,990	208,990		0	0
455	Rose Hill	654,200	63,000	80,220	510,980	
447	Fancy Creek E.2/5.6	929,211	1,222,128		0	-292,917
412	Anderson Avenue	1,050,000	874,399		175,601	
449	Stockdale Park	927,400	924,119		0	3,281
456	Senn Rd	454,500	59,650	7,759	387,091	
454	West 32nd Avenue	1,000,000	108,056	1,107	890,837	
460	Winkler Mills Bridge	1,200,000	102,516	320	1,097,164	
462	South Otter Bridge	75,000	49,080	1,192	24,728	
BRIDGE TOTALS		\$10,237,178	\$6,683,255	\$90,695	\$3,686,472	-\$223,244
RECONSTRUCTION						
448	Denison (Marlatt to City Limits)	3,951,470	3,857,457		0	94,013
431	McDowell Creek Road (north end)	3,000,000	515,848		0	2,484,152
RECONSTRUCTION TOTALS		\$6,951,470	\$4,373,305	\$0	\$0	\$2,578,165
OVERLAY						
412	Anderson Avenue	470,000	470,000		0	0
509	Welsh Road	175,000	175,466		0	-466
414	Mill Cove/W. 59th	200,000	200,000		0	0
	Tabor Valley Road	410,928	0		0	0
453	Kansas Ave/Crooked Creek	425,617	0		0	0
	Barton Road	509,418	0		0	0
438	Fancy Creek Road	450,000	450,000		0	0
450	University Park Road	259,910	175,000		0	0
463	Tuttle Cove Road	512,622	0	125,000	175,000	
464	Barnes/Casement Road	386,690	0	125,000	175,000	
	Scenic Drive	151,324	151,324		0	0
	4 Unidentified Overlays	800,000	175,000		625,000	
OVERLAY TOTALS		\$4,751,509	\$1,796,790	\$250,000	\$975,000	-\$466
TOTALS		\$23,889,440	\$14,499,496	\$350,100	\$4,832,529	\$2,477,130

Completed Projects

Project Estimates for 2021

	Total	Updated
Culverts-Fancy Creek/Sherman	\$ 60,000	\$ -
Rosehill Road Bridge	\$ 254,200	\$ 173,980
Senn Road Bridge	\$ 154,500	\$ 146,741
Overlay TBD and approved by BOCC	\$ 175,000	\$ -
TOTAL	\$ 643,700	\$ 320,721

Attachment: cash flow reports2 2021 (11101 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (11101 : Monthly Cash Flow Reports)



RILEY COUNTY FIRE DISTRICT #1
Purchase

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

COMMISSION AGENDA REPORT

FROM: Russel Stukey Emergency Services Director

MEETING: September 9, 2021

SUBJECT: Authorization to negotiate purchase of used fire truck.

PRESENTER: Russel

BACKGROUND

(I am making this CAR request prior to travel due to submission deadlines. If inspection result is negative I will withdraw CAR request.)

Last week commission approved out of state travel for Deputy Chief Russell to inspect a used fire truck that the RCFD#1 is interested in. Chief Russell completed his inspection yesterday and recommends purchase.

FISCAL IMPACT

We have budgeted to purchase equipment. Funds will come from RCFD#1 budget.

RECOMMENDATION(S)

Staff recommends commission allow Emergency Service Director to negotiate with used equipment seller for best price possible not to exceed \$20,000 plus shipping costs estimated to be \$3,000 or less. This would be in accordance with Riley County Procurement Code section 2.208 used equipment purchases.

POSSIBLE MOTION(S)

Move to approve Emergency Services Director negotiate for best possible price not to exceed \$20,000 plus shipping for a used KME custom all wheel drive pumper listed with Brindlee Mountain Fire Apparatus and authorize purchase with funds to come from RCFD#1 budget.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Work Session

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

COMMISSION AGENDA REPORT

FROM: Craig Cox, Deputy County Counselor

MEETING: September 9, 2021

SUBJECT: Animal Control Resolution and Animal Shelter Resolution

PRESENTER: Craig Cox

BACKGROUND

I was tasked by a prior Commission to draft an updated animal control resolution to replace the current resolution that was adopted in 1988.

To accomplish this task, a committee was formed comprised of county staff, farmers, ranchers, rural residential owners, RCPD, and the animal shelter director.

After numerous meetings the committee drafted an animal control resolution that mirrored, as closely as possible, the city's resolution. Additionally, the committee decided to update the county animal shelter resolution, again drafting a resolution that mirrored the city's shelter resolution as closely as possible. These draft resolutions are attached for your review.

RECOMMENDATION(S)

Counselor recommends that the Board review attached drafts and advise of any changes.

POSSIBLE MOTION(S)

No motion necessary today.

Enclosures:

- Animal Control Resolution (PDF)
- Animal Shelter Resolution (PDF)

RESOLUTION NO. _____

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RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE CONTROL OF ANIMALS WITHIN RILEY COUNTY, KANSAS IN THE UNINCORPORATED AREAS OF RILEY COUNTY

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

ARTICLE I. GENERAL PROVISIONS

Section 1. Definitions.

As used in this Resolution, unless the context otherwise requires:

- (a) **Animal** means every living vertebrate except a human being or farm animal.
- (b) **Animal Control Officer** means any person employed by, contracted with or appointed by the county for the purpose of aiding in the enforcement of this resolution, or any other law or ordinance relating to the licensing or permitting of animals, control of animals, or seizure and impoundment of animals.
- (c) **Carcasses of animals or farm animals** means bodies, or any part or portion of dead animals or farm animals not slaughtered for human food.
- (d) **Cat** means an animal which is of the species *Felis domesticus*.
- (e) **Code Enforcement Officer** means any person who is appointed to administer or enforce county codes or resolutions adopted by the board of county commissioners, and who are designated by resolution of such board as responsible code enforcement officials.
- (f) **County** means the unincorporated areas of Riley County.
- (g) **Court** means Riley County District Court.
- (h) **Dog** means an animal which is of the species *Canis familiaris*.
- (i) **Euthanasia** means the humane killing of an animal by any animal control officer, law enforcement officer, owner, code enforcement officer, or officer of an animal shelter by any means, method, agent or device, or in any way, which complies with the most current, approved euthanasia methods established by the American Veterinary Medical Association Panel on euthanasia.
- (j) **Farm animal** means an animal raised on a farm or ranch and used or intended for use as food or fiber.
- (k) **Impound** means taken into custody by the Animal Control Authority or the organization authorized to enforce the animal control law of this jurisdiction.
- (l) **Law Enforcement Officer** means any person who by virtue of office or public employment is vested by law with a duty to maintain public order and safety, and to make arrest for violation of the laws of the state of Kansas or resolutions of any county.
- (m) **Owner** means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of an animal.
- (n) **Pet Cemetery** means land used for the burial of deceased animals and dedicated for cemetery purposes, including columbariums, crematoriums, mausoleums, mortuaries, and licensed taxidermist.

Section 2. Keeping and Harboring of Dogs.

Any person who shall allow any dog to habitually remain or to lodge or to be fed within his or her home, store, yard, inn or enclosure located in the county shall be deemed and considered as keeping and harboring such dog within the meaning of the resolution.

Section 3. Keeping and Harboring of Cats.

Any person who shall allow any cat to habitually remain or to be fed within his or her home, store or inn located in the county shall be deemed and considered as keeping and harboring such cat within the meaning of the resolution.

ARTICLE II. LICENSE AND TAG; RABIES VACCINATION

Section 1. License Required.

- (a) It shall be unlawful for any person to keep or harbor *any* dog over six (6) months of age unless such dog is vaccinated and licensed as provided herein. The provisions of this section do not apply to animals owned by a licensed research facility or a veterinary medical facility or government operated or licensed animal shelter.
- (b) Application for a license shall be made within thirty (3) days after obtaining a dog over six (6) months of age, except that this requirement shall not apply to a non-resident keeping a dog within the county less than sixty (60) days. Such application shall be made on a form, and in a manner prescribed by the County Clerk. Applicants shall pay the fees set forth below at the time of application.
- (c) The license shall be issued for a period which will commence on the date of issuance and end on a date which coincides with the expiration of the effectiveness of the anti-rabies vaccination required under Section 4 of this Article.

Section 2. License Fees.

Fees, as established by the City of Manhattan, shall be imposed upon unneutered and neutered dogs for the registration and issuance of each licenses issued under the provisions of this Article. License fees shall be waived for dogs serving the blind or deaf or government owned dogs used for law enforcement. All other licensing provisions shall apply to such animals.

Section 3. Tags.

- (a) The County Clerk shall issue a tag of metal or other durable material, having stamped or engraved thereon the registration number.

- (b) The license tag issued under the provision of this Article shall be attached to a suitable collar and kept on the dog for which issued at all times. Such tags are not transferrable between dogs or owners.
- (c) Within 72 hours of issuing a license and a tag pursuant to this Article for a dog, the County Clerk shall report the licenses and tag information to animal control.

Section 4. Anti-Rabies Vaccination Required.

- (a) Any person applying for a license for a dog shall be required to present at the time of making such application, a certificate issued by a licensed veterinarian showing that such dog has been vaccinated or inoculated with a recognized anti-rabies vaccine and showing that the inoculation so administered to such dog will be effective for the entire period of time for which such license is issued. A killed-virus vaccine inoculation will be considered an acceptable vaccination for only one (1) year. A modified-living-virus vaccine inoculation will be considered an acceptable vaccination for a period of three (3) years.
- (b) Any person who shall keep or harbor a cat as defined by Article I, Section 3 shall be required to obtain and have in their possession a certificate issued by a licensed veterinarian showing that such cat has been vaccinated or inoculated with a recognized anti-rabies vaccine and showing that the inoculation so administered to such cat that will be effective for the entire period of time for which such license is issued. A killed-virus vaccine inoculation will be considered an acceptable vaccination for only one (1) year. A modified-living-virus vaccine inoculation will be considered an acceptable vaccination for a period of three (3) years.

ARTICLE III. ANIMAL CARE AND CONTROL

Section 1. Nuisance.

- (a) It shall be unlawful for the owner of any dog or cat to keep or maintain such dog or cat within the county, so as to constitute a nuisance. For the purpose of this section, "nuisance" is defined as any dog or cat which:
 - (1) Molests or interferes with persons in the public right-of-way or chases vehicles;
 - (2) Attacks or injures persons, any domestic animal, or any farm animal;
 - (3) Damages public or private property other than that of its owner or harborer by its activities or with its excrement;
 - (4) Scatters refuse that is bagged or otherwise contained;
 - (5) Causes any condition which threatens or endangers the health or well-being of people or other animals;
 - (6) Causes a disturbance by loud, frequent and habitual barking, howling, yelping, mewling or screeching.
- (b) There shall be a rebuttable presumption that a nuisance is created if any person keeps or harbors more than four (4) dogs or cats, or a combination of both, over the age of ninety (90) days, upon any premises unless such premises are licensed as a kennel by Riley County.

Section 2. Running At Large.

It shall be unlawful for the owner or other responsible person of any dog to permit such dog to run at large in the county at any time. For purposes of this section, running at large is defined as being outside or off of the premises of the owner or other responsible person, or not under control of the owner or other responsible person capable of restraining such dog, and is being a nuisance pursuant to Article III Section 1. Control is defined as that action necessary to restrain or govern a dog so that the dog does not injure or pose a threat to itself, any person, any other animal, or property.

Section 3. Impounding.

Any dog found running at large in the county as that term is defined in Section 2 of this Article, may be captured and impounded by any law enforcement officer, animal control officer, or code enforcement officer, and taken to the animal shelter.

Section 4. Restrictions on Tethering Dogs.

- (a) **Tether** or **tethering** shall mean attaching a leash, rope, chain, lead, tether or other similar apparatus or device to the body of an animal and another object for the purpose of confining the animal or limiting the movement of the animal.
- (b) It shall be unlawful to tether a dog unless the leash, rope, chain, lead, tether, or other similar apparatus, is at least ten feet long, and such leash, rope, chain, lead, tether or other similar apparatus, including any assembly or attachments thereto, weighs no more than one-eighth of the dog's body weight. Dogs shall be tethered in such a manner as to prevent injury, strangulation, or entanglement on fences, trees, or other manmade or natural obstacles.

Section 5. Abandonment.

It shall be unlawful for any person to leave within the county any dog, cat, or other animal and abandon the same such as to allow it to run at large.

Section 6. Management of Animal Exposed to Rabies; Quarantine.

- (a) Whenever any animal has bitten a person, it shall be the duty of the owner, keeper or harbinger of such animal, or any animal control officer, law enforcement officer, code enforcement officer, or any other person having knowledge of such incident to report the same to the health officer who may order that the animal be quarantined on the owner's premises or impounded at the owner's expense for a period of not less than ten days, and until such time as the health officer finds that such animal shows no evidence of having rabies. If any animal control officer, law enforcement officer, code enforcement officer, or any other person has reason to believe that an animal in the county has the symptoms of rabies, such person shall immediately notify the health officer who in turn may order that the animal be quarantined on the owner's premises or impounded at the owner's expense for a

period of not less than ten days or until such time as the health officer finds that such animal shows no evidence of having rabies. If it is determined in either case that such animal is suffering from rabies, it shall be forthwith destroyed; otherwise it shall be released from quarantine.

- (b) As used in this section, **exposed to rabies** means a bite, scratch or abrasion by a known or suspected rabid animal, or open wound or mucous membrane contact with the saliva or brain tissue from a known or suspected rabid animal.
- (c) Any animal control officer, law enforcement officer or local health officer, upon private or public property, may take up any animal which has exposed to rabies a person or other animal.
- (d) The animal shall be managed in a manner as described in rabies bite protocol adopted by the Riley County-Manhattan health officer.

Section 7. Dead Animals.

- (a) It shall be the duty of the owner of any dead animal, within 24 hours after death of such animal, to bury the same in the ground with at least a two (2) foot dirt cover and in such manner as not to constitute a nuisance. As an alternative to burial, the owner may employ a licensed pet cemetery or a licensed veterinarian to dispose of any dead animal. This subsection shall not be applicable to farm animals.
- (b) It shall be unlawful to drag or cause to be dragged along any township, county, or private road the carcass of any dead animal. This subsection shall not be applicable to farm animals.

ARTICLE IV. DANGEROUS OR POTENTIALLY DANGEROUS DOG

Section 1. Definitions.

For purposes of this Article, the term:

- (a) **Dangerous dog** means any dog that
 - (1) Causes a serious injury to a person or animal; or
 - (2) Has been previously adjudicated as a potentially dangerous dog and engages in behavior that poses a threat to public safety as described in subsection (b) of this section. Any previous potentially dangerous dog adjudication shall be considered a “previous adjudication”, regardless of any reclassification review pursuant to Section 5 (e) of this Article; or has previously entered into a diversion agreement in lieu of further proceedings for a potentially dangerous dog violation pursuant to Article VI, Section 2.
 - (3) Has previously entered into a diversion agreement in lieu of further proceedings for a potentially dangerous dog violation pursuant to Article VI, Section 2.
 - (4) Is a fighting dog as defined by Article V, Section 2 (b) (1)

- (b) **Potentially dangerous dog** means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by any of the following behaviors:
- (1) Causing an injury to a person or animal that is less severe than a serious injury; or
 - (2) Without provocation, chasing or menacing a person or animal in an aggressive manner; or
 - (3) Acts in a highly aggressive manner within a fenced yard/enclosure and appears to a reasonable person able to jump over or escape.
- (c) **Proper enclosure** means such dog is securely kept indoors or in a securely enclosed and locked pen or dog run area made of at least nine-gauge chain link with no more than one-inch spacing. Said pen or run must be locked with a key or combination lock whenever such dog or dogs are within the structure. Said pen or dog run area must have sides six (6) feet high and be secured over the top. If the pen or dog run area has no bottom secured to the sides, the sides must be embedded into the ground no less than one (1) foot deep. No dangerous or potentially dangerous dog may be kept on a porch, patio, or in any part of a structure that would allow the dog to exit the structure on its own volition. No dangerous or potentially dangerous dog may be kept in a structure when the windows are open or when screened windows or doors are the only obstacle preventing the dog from exiting the structure.
- (d) **Responsible person** means a person at least 18 years old who is familiar with the dog and has the size and capability to keep the dog under complete control at all times.
- (e) **Serious injury** means any physical injury that results in broken bones or lacerations that require multiple sutures or cosmetic surgery.

Section 2. Adjudication of a Dangerous Dog or Potentially Dangerous Dog.

- (a) Adjudication of whether or not a dog is dangerous or potentially dangerous shall be commenced by complaint in Riley County District Court, with notice, service of process, and trial conducted pursuant to the Code for the Enforcement of County Codes and Resolutions pursuant to K.S.A. 19-4701 et seq. The county shall have the burden to determine the dog's status by clear and convincing evidence. The failure of the owner to attend or participate in the court proceedings shall not prevent the judge from making the appropriate adjudication concerning the dog. The owner shall be notified in writing of the court's determination.
- (b) An animal control officer, law enforcement officer, or code enforcement officer shall be authorized to immediately impound a dog whose behavior is personally viewed by the officer, conforms to the factors listed in Article IV, Section 1(a) for a dangerous dog or the factors listed in Article IV, Section 1(b) for a potentially dangerous dog, and cannot be securely restrained by the owner to protect public safety. If the officer has reasonable belief that the owner will not make the dog available as evidence for any subsequent hearing, the officer is authorized to immediately impound the dog. Within 24 hours of impounding the dog, the officer shall serve on the owner a complaint and notice to appear. The hearing date shall not be less than two days nor more than eight days following the date of service upon the owner. At the hearing, the owner may request review of the dog's impoundment. Failure to provide

the owner legal process within 24 hours shall not be grounds for dismissal if the owner knowingly and willfully obstructed, resisted, or opposed any person authorized by law to serve process.

- (c) In the event an animal control officer or law enforcement officer does not personally view a dog's behavior that conforms to the definition of dangerous or potentially dangerous dog pursuant to Article IV, Section 1(a) or (b), but has probable cause based on witness statements that such dog is dangerous or potentially dangerous and the dog can be securely restrained by the owner to protect public safety, such officer may file an affidavit with the Court setting forth the facts upon which such officer relies to support such probable cause. If the court determines that the facts set forth in the affidavit are sufficient to establish such probable cause, the court shall issue a search warrant, pursuant to Resolution No. _____, to seize and impound the dog at the animal shelter pending the adjudication of whether the dog is dangerous or potentially dangerous.
- (d) Any impounded dog may be released pending adjudication if the owner meets the following requirements: (1) pay all impoundment and redemption fees; (2) comply with the provisions of Article IV, Section 5(a) if dog is alleged to be potentially dangerous or Article IV, Section 5(b) if dog is alleged to be dangerous; and (3) post a \$2,500.00 cash or performance bond guaranteeing the dog will not leave Riley County. The Court may refuse to release the dog if the Court determines the dog poses a threat to the public that is unreasonable.
- (e) If the dog has been impounded pending the adjudication by the court and is subsequently adjudicated to be dangerous or potentially dangerous, the dog shall remain impounded until the owner has complied with Section 5 of this Article and paid impoundment and redemption fees pursuant to Riley County Animal Shelter Resolution No. _____, Section _____.
- (f) If the dog is determined not to be dangerous or potentially dangerous, the owner shall not pay any impoundment fees.
- (g) If the case is diverted or dismissed by agreement of the parties without adjudication, the owner shall pay all impoundment and redemption fees as a condition of diversion or dismissal, unless the Court establishes an approved payment plan.
- (h) If the owner fails to comply with the provisions of this Article as ordered by the Court and found in contempt after notice to owner and opportunity for a hearing, the owner shall be deemed to have abandoned the dog and the Court shall issue a pick-up order for the dog. The Court shall have the right to dispose of the dog in any manner it determines to be applicable, including the euthanasia of the dog.
- (i) In addition to any penalties the Court may prescribe for violation of this Article, if the Court finds, after notice to the owner and opportunity for hearing, that such dog represents a continuing threat of serious injury to persons or domestic animals either because the owner is unlikely to comply with the provisions of the section or because even with compliance

with this section the dog poses a threat to the public that is unreasonable, the court shall order such dog euthanized.

- (j) If a dog which is the subject matter of a pending potentially dangerous or dangerous dog case is charged with a subsequent violation of this resolution, the Court may consolidate the cases for purposes of adjudication.

Section 3. Exceptions.

No dog shall be declared a dangerous or potentially dangerous dog if:

- (a) The dog was used by a law enforcement official for legitimate law enforcement purposes;
- (b) The threat, injury, or damage was sustained by a person:
 - (1) Who was committing, at the time, a trespass or other tort upon the premises lawfully occupied by the owner of the dog;
 - (2) Who was provoking, tormenting, abusing, or assaulting the dog, or its offspring, or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog or its offspring; or
 - (3) Who was committing or attempting to commit a crime; or
- (c) The dog was:
 - (1) Responding to pain or injury; or
 - (2) Protecting or defending a human being within the immediate vicinity of the dog from an attack or assault.

Section 4. Consequences of a Dangerous or Potentially Dangerous Dog Determination.

- (a) If the Court determines that a dog is a potentially dangerous dog under Section 2 of this Article, the owner shall comply with the provisions of Sections 4 and 5(a) & (c) of this Article and any other special security or care requirements the court may order.
- (b) If the Court determines that a dog is a dangerous dog under Section 2 of this Article, the owner shall comply with the provisions of Sections 4 and 5(b) & (c) of this Article and any other special security or care requirements the court may order.
- (c) The Court may require impoundment of the dog until the owner of the dog has satisfied all the requirements of the certificate of registration pursuant to Section 5 of this Article. The requirements must be met within thirty (30) days. If, after thirty (30) days, the owner has not satisfied all the requirements of the certificate of registration pursuant to Section 5 of this Article, the dog shall become the property of the county. The county shall have the right to dispose of the dog in any manner it determines to be applicable, including euthanasia of the dog. Upon disposal or euthanasia of the dog by the county, the Court shall order the dog's owner to pay all impoundment, redemption, and euthanasia fees.

Section 5. Dangerous Dog and Potentially Dangerous dog Registration and Handling Requirements.

- (a) The County Clerk or his/her designee shall issue a certificate of registration to the owner of a potentially dangerous dog if the owner satisfactorily establishes that:
 - (1) The owner of the potentially dangerous dog is 18 years of age or older;
 - (2) A valid license and tag has been issued for the potentially dangerous dog pursuant to Article II, Sections 1 and 3;
 - (3) The potentially dangerous dog has a current rabies vaccination pursuant to Article II, Section 4.
 - (4) The owner has a proper enclosure to prevent the entry of any person or animal and the escape of said potentially dangerous dog pursuant to Article IV, Section 1(c) as verified by animal control;
 - (5) The owner of a potentially dangerous dog shall display the following sign on the premises where the dog is kept: a clearly visible written warning sign using the words "Beware of Dog". The sign shall be visible from the road right-of-way or 50 feet, whichever is less. In addition, the sign shall be posted on the proper enclosure of such dog. Animal Control shall have the discretion to require placement of additional signs. Animal Control shall verify the use, placement, and visibility of the signs.
 - (6) The owner has paid an annual fee to the County Clerk in an amount of \$50.00, in addition to regular dog licensing fees, to register the potentially dangerous dog;
 - (7) The potentially dangerous dog has been spayed or neutered;
 - (8) The potentially dangerous dog has been implanted with a microchip containing owner identification information. The microchip information must be registered pursuant to Article IV, Section 5(c) below; and
 - (9) The potentially dangerous dog owner shall enter into and successfully complete a responsible dog owner class approved by the Court.
- (b) The County Clerk or his/her designee shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to satisfying the requirements for registration of a potentially dangerous dog pursuant to Article IV, Section 5 (a) of this resolution, satisfactorily establishes that:
 - (1) The owner has paid an annual fee to the County Clerk in the amount of \$100.00, in addition to regular dog licenses fees, to register the dangerous dog;
 - (2) The owner of the dangerous dog has written permission of the property owner or homeowner's association where the dangerous dog will be kept if applicable;
 - (3) The owner will maintain the dangerous dog exclusively on the owner's property except for medical treatment or examination; and
 - (4) The owner of the dangerous dog shall display the following two signs on the premises where the dog is kept: (1) a clearly visible written warning sign using the words "Beware of Dog", and (2) a conspicuous warning sign displaying the word "warning" at the top of the sign in white capital letters on a red background, the picture of a "vicious dog" inside a red circle on a white background in the middle portion of the sign, and the words "dangerous dog" in black capital letters on a white background at the bottom of the sign.

The signs shall be visible from the road right-of-way or 50 feet, whichever is less. In addition, the two signs shall be posted on the proper enclosure of such dog. Animal Control shall have the discretion to require placement of additional signs. Animal control shall verify the use, placement, and visibility of the signs.

- (5) The owner shall be required to purchase and the dangerous dog shall wear at all times a red/yellow "candy striped" dangerous dog collar.
 - (6) Any owner of a dangerous dog shall maintain liability insurance in the single-incident amount of \$100,000.00 for serious injury or death of any person, or for damage to property which may result from actions of the dangerous dog, or from actions or inactions of the owner related to the dangerous dog. The owner shall provide a certificate of liability insurance that indicates the required insurance level and is valid for the intended registration period.
- (c) An owner of a dangerous or potentially dangerous dog shall submit a completed application for a dangerous or potentially dangerous dog certificate of registration to the County Clerk or his/her designee on or before (insert Date), or within five (5) business days of the date of the dangerous or potentially dangerous dog adjudication, if such adjudication occurs after (insert Date). The application for a dangerous or potentially dangerous dog certificate of registration shall be submitted on forms provided by the County Clerk's office and to be considered a completed application it shall be accompanied by all documents and other information required by Article IV, Sections 5(a) or (b) or both. Upon issuance, the dangerous or potentially dangerous dog certificate of registration shall be effective for one (1) year from the date of issuance or for the duration of the liability insurance, whichever is shorter, and shall be reapplied for prior to its expiration. Such dangerous or potentially dangerous dog certificate of registration shall not be transferable between owners and shall expire whenever changes occur that would make the owner ineligible to obtain a certificate of registration. No dangerous or potentially dangerous dog shall be considered to be unlicensed under the terms of this section if the owner has timely filed a completed application, until such application has been denied.
- (d) After notice to owner and opportunity for a hearing, the Court may order the immediate impoundment or euthanasia of a dangerous dog if the owner fails to abide by the conditions for registration or confinement or handling of a dangerous dog. If the dog is impounded, the owner shall have fourteen (14) days to come into compliance. The dog shall remain impounded until the owner has complied with Section 5 of this Article and paid all impoundment and redemption fees. If the owner does not come into compliance during the fourteen (14) day impoundment period, the dog shall be euthanized at the owner's expense and the Court shall order the dog's owner to pay all impoundment, redemption, and euthanasia fees.
- (e) If any dog previously adjudicated to be a potentially dangerous dog has not exhibited any of the behaviors specified in Article IV, Section 1(b) within the thirty-six (36) months since the date of the potentially dangerous dog adjudication, then that dog is eligible for a reclassification review to consider setting aside the potentially dangerous dog adjudication and lifting the requirements of this section. The owner shall file a request for reclassification review and shall have the burden to prove any reclassification of a dog by clear and

convincing evidence. However, that same dog may be declared a dangerous dog if it subsequently exhibits any of the specified behaviors in Section 1(a) or (b) of this Article.

- (f) Any dog adjudicated to be a dangerous dog is not eligible for the reclassification review in Section 5(e) of this Article.
- (g) Within two (2) business days of issuing a license and tag pursuant to Article II, Sections (1) and (3) and certificate of registration pursuant to Article IV, Sections 5 (a) or (b), for a dangerous or potentially dangerous dog, the County Clerk shall report the license, tag, and registration certificate information to Animal Control.
- (h) Within two (2) business days Animal Control shall notify the County Clerk: (1) about the death of a dangerous or potentially dangerous dog; (2) if a potentially dangerous dog has been sold or given away, and the name, address and telephone number of the new owner; (3) if a dangerous dog has been given to the animal shelter, and the status of the dog's disposal or euthanasia.

Section 6. Dangerous or Potentially Dangerous Dog Owner Responsibility.

It shall be unlawful to:

- (a) Keep a dog determined to be dangerous or potentially dangerous without a valid certificate of registration issued under Section 5 of this Article;
- (b) Permit a potentially dangerous dog to be outside a proper enclosure unless the potentially dangerous dog is under the control of a responsible person as defined in Article IV, Section 1(d), muzzled, and restrained by a lead having a minimum tensile strength of three hundred (300) pounds and not exceeding four (4) feet in length. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any human being or animal;
- (c) Fail to maintain a dangerous dog exclusively on the owner's property in a proper enclosure as required by Article IV, Section (1) (c), except for medical treatment or examination. When removed from the owner's property for medical treatment or examination, the dangerous dog shall be caged or under the control of a responsible person as defined in Article IV, Section 1(d), muzzled, and restrained with a lead having a minimum tensile strength of three hundred (300) pounds and not exceeding four (4) feet in length. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any human being or animal;
- (d) Fail to notify both Law Enforcement (RCPD) and Animal Control: (1) immediately upon escape if a dangerous or potentially dangerous dog is on the loose, is unconfined, has attacked another domestic animal or has attacked a human being; (2) within twenty-four (24) hours if the dangerous or potentially dangerous dog has died by providing the dog's carcass or a letter on a veterinarian's letter head documenting the dog's death; (3) within twenty-four (24) hours if a potentially dangerous dog has been sold or has been given away. If a

potentially dangerous dog has been sold or given away, the owner shall also provide the Animal Control Director or his/her designee with the name, address, and telephone number of the new owner of the potentially dangerous dog. A dangerous dog shall not be sold or given away, with the exception that a dangerous dog may be given to the animal shelter upon the owner's payment of a fee for disposal or euthanasia of the dog. Such fee shall be determined by Animal Control. If an owner of a dangerous or potentially dangerous dog surrenders the dog to the animal shelter, the animal shelter shall require a written release from the owner releasing all interest in the dog.

- (e) Fail to surrender a dangerous or potentially dangerous dog to the Animal Control Director or his/her designee for safe confinement pending a disposition of the case when there is a reason to believe that the dangerous or potentially dangerous dog poses an imminent threat to public safety; or
- (f) Fail to comply with any special security or care requirements for a dangerous or potentially dangerous dog the court may have ordered pursuant to the finding that the dog was dangerous or potentially dangerous.

7. Reciprocity.

- (a) The Court shall recognize and honor (give full faith and credit) to the adjudication of a dog's status (dangerous or potentially dangerous dog, or any other similarly worded determination) of other jurisdictions if the following procedural requirements are satisfied:
 - (1) An authenticated copy of the adjudication of the dog's status in the other jurisdiction is filed with the Court;
 - (2) The Court shall schedule a hearing and provide notice to the dog's owner in the same manner as provided in Section 2(a) of this Article; and
 - (3) At the hearing, the owner shall have the burden, by clear and convincing evidence, to prove (but not limited to):
 - i. Not the same dog;
 - ii. Other jurisdiction's adjudication of status no longer applicable to dog by the rules and regulations of the other jurisdiction; or
 - iii. Provisions of Article IV, Section 5(e) applicable to dog.
- (b) If the owner does not meet the burden of proof of Article IV, Section 7(a)(3) and the requirements of Article IV, Sections 7(a)(1) and (2) are satisfied, the court shall give full faith and credit to the other jurisdiction's determination of the dog's status.
- (c) Full faith and credit recognition of the other jurisdiction's adjudication of a dog's status requires the dog's owner to comply with the provisions of this Article.

Section 8. Penalties.

- (a) An owner of a dangerous or potentially dangerous dog who is adjudicated of violating any provisions of Article IV shall be punished by an administrative penalty pursuant to Article VII.
- (b) An owner of a dangerous or potentially dangerous dog that causes injury, serious injury, or death of a person or animal shall pay restitution for any damages.

ARTICLE V. ANIMAL OWNERSHIP

Section 1. Keeping of Exotic Animals Prohibited.

- (a) It shall be unlawful for any person to own, keep, maintain, or have in his possession or under his control within the county any poisonous reptile or any other dangerous wild animal or reptile, any vicious or dangerous domesticated animal or any other animal or reptile of wild, vicious or dangerous propensities.
- (b) It shall be unlawful for any person to own, keep, maintain or have in his possession or under his control within the County any of the following animals:
 - (1) All poisonous animals including rear-fang snakes;
 - (2) Apes: Chimpanzees, gibbons, gorillas, orangutans, and siamangs;
 - (3) Baboons;
 - (4) Badgers;
 - (5) Bears;
 - (6) Bobcats;
 - (7) Cheetahs;
 - (8) Constrictor snakes, six feet in length or more;
 - (9) Coyotes;
 - (10) Crocodilians;
 - (11) Domestic cats hybridized with wild felines;
 - (12) Domestic dogs hybridized with wild canines such as wolves and coyotes;
 - (13) Elephants;
 - (14) Game cocks and other fighting birds;
 - (15) Hippopotami;
 - (16) Hyenas;
 - (17) Jaguars;
 - (18) Leopards;
 - (19) Lions;
 - (20) Lynxes;
 - (21) Monkeys;
 - (22) Pumas, also known as cougars, mountain lions and panthers;
 - (23) Raccoons;
 - (24) Rhinoceroses;
 - (25) Skunks;

- (26) Tigers;
- (27) Wolves.

- (c) Subsections (a) and (b) shall not apply to bona fide pet shops, zoos, circuses, carnivals, educational institutions, or medical institutions, if:
 - (1) Their location conforms to the provisions of the county zoning regulations;
 - (2) All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors;
 - (3) Animals are maintained in quarters so constructed as to prevent their escape.

Section 2. Unlawful Dog Fighting.

- (a) Unlawful dog fighting is: (1) Causing, for amusement or gain, any dog to fight with or injure another dog; (2) knowingly permitting such fighting or injuring on premises under one's ownership, charge, or control; (3) training, owning, keeping, transporting or selling any dog for the purpose or with the intent of having it fight or injure another dog; or (4) attending unlawful dog fighting as provided in this section.
- (b) Definitions: (1) **Fighting dog** means any dog that is bred, reared, or trained for the purpose to fight or injure another animal. (2) **Aggressive conduct** means hostile, injurious or destructive behavior.
- (c) When an animal control officer, law enforcement officer, or code enforcement takes custody of a dog under this section, such agency may place the dog in the care of a duly incorporated humane society or animal shelter or a licensed veterinarian for boarding, treatment or other care. If it appears to an officer of the humane society or animal shelter or a licensed veterinarian that the dog is diseased or disabled beyond recovery for any useful purpose, such dog may be euthanized. The dog may be sedated, isolated, or restrained if such officer or veterinarian determines it to be in the best interest of the dog, other animals at the facility, or personnel of the facility.
- (d) If the dog is placed in the care of a humane society or an animal shelter, the Board of Riley County Commissioners shall establish and approve procedures where by the facility may petition the Court to be allowed to place the dog for adoption or euthanize the dog at any time after 20 days after the owner is notified, or if the owner is not known or reasonably ascertainable after 20 days after the dog is taken into custody, unless the owner files a renewable cash or performance bond with the Riley County Clerk in a amount not less than the cost of care and treatment of the dog for 90 days. Upon receiving such petition, the Court shall determine whether the dog may be placed for adoption or euthanized.
- (e) Except as provided in subsection (g) of this section, if it appears to a qualified professional by physical examination that the dog has not been trained for aggressive conduct or is a type of dog that is not commonly bred or trained for aggressive conduct, the County Counselor may order that the dog be returned to its owner when the dog is not needed as evidence in a case filed pursuant to this section.

- (f) The owner of a dog placed for adoption or euthanized shall not be entitled to recover damages for the adoption or euthanasia of the dog unless the owner proves that such adoption or euthanasia was unwarranted.
- (g) The Court shall order payment of all impoundment and redemption fees along with expenses incurred for the care, treatment or boarding of a dog taken into custody pursuant to subsections (c) or (d) of this section pending prosecution of the owner for unlawful dog fighting if the owner is adjudicated guilty of unlawful dog fighting or agrees to diversion or dismissal of the case.
- (h) If a person is adjudicated guilty of unlawful dog fighting, a dog taken into custody pursuant to this Section (a) shall not be returned to such person. Disposition of the dog shall be in accordance with subsection (c) or (d) of this section.
- (i) If a person is adjudicated not guilty of unlawful dog fighting, the dog shall be returned to the owner and the owner shall not pay any fees, costs, or expenses incurred for the care, treatment, or boarding of such dog.

Section 3. Unlawful Cockfighting.

- (a) Unlawful cockfighting is: (1) Causing, for amusement or gain, any gamecock to fight with or injure another gamecock; (2) knowingly permitting such fighting or injuring on premises under one's ownership, charge, or control; (3) training, owning, keeping, transporting, or selling any gamecock for the purpose or with the intent of having it fight or injure another gamecock; or (4) attending the unlawful conduct of cockfighting as provided in this section.
- (b) As used in this section, **gamecock** means a domesticated fowl that is bred, reared, or trained for the purpose of fighting with other fowl.
- (c) When an animal control officer, law enforcement officer, or code enforcement takes custody of a gamecock under this section, such agency may place the gamecock in the care of a duly incorporated humane society or animal shelter or a licensed veterinarian for boarding, treatment or other care. If it appears to an officer of the humane society or animal shelter or a licensed veterinarian that the gamecock is diseased or disabled beyond recovery for any useful purpose, such gamecock may be euthanized. The gamecock may be sedated, isolated, or restrained if such officer or veterinarian determines it to be in the best interest of the gamecock, other animals at the facility, or personnel of the facility.
- (d) If the gamecock is placed in the care of a humane society or an animal shelter, the Board of Riley County Commissioners shall establish and approve procedures whereby the facility may petition the Court to be allowed to place the gamecock for adoption or euthanize the gamecock at any time after 20 days after the owner is notified or, if the owner is not known or reasonably ascertainable after 20 days after the gamecock is taken into custody, unless the owner files a renewable cash or performance bond with the Riley County Clerk in a amount not less than the cost of care and treatment of the gamecock for 90 days. Upon receiving

such petition, the Court shall determine whether the gamecock may be placed for adoption or euthanized.

- (e) Except as provided in subsection (g) of this section, if it appears to a qualified professional by physical examination that the gamecock has not been trained for aggressive conduct or is a type of gamecock that is not commonly bred or trained for aggressive conduct, the County Counselor may order that the gamecock be returned to its owner when the gamecock is not needed as evidence in a case filed pursuant to this section.
- (f) The owner of a gamecock placed for adoption or euthanized shall not be entitled to recover damages for the adoption or euthanasia of the gamecock unless the owner proves that such adoption or euthanasia was unwarranted.
- (g) The Court shall order payment of all impoundment and redemption fees along with expenses incurred for the care, treatment or boarding of a gamecock taken into custody pursuant to subsections (c) or (d) of this section pending prosecution of the owner for unlawful gamecock fighting if the owner is adjudicated guilty of unlawful cockfighting or agrees to diversion or dismissal of the case.
- (h) If a person is adjudicated guilty of unlawful cockfighting, a gamecock taken into custody pursuant to subsection (a) shall not be returned to such person. Disposition of the gamecock shall be in accordance with subsection (c) or (d) of this section.
- (i) If a person is adjudicated not guilty of unlawful cockfighting, the gamecock shall be returned to the owner and the owner shall not pay any fees, costs or expenses incurred for the care, treatment or boarding of such gamecock.

Section 4. Cruelty to Animals. (Section has been revised pursuant to K.S.A. § 21-6412, effective July 1, 2011)

- (a) Cruelty to animals is:
 - (1) Knowingly and maliciously killing, injuring, maiming, torturing, burning or mutilating any animal;
 - (2) Knowingly abandoning any animal in any place without making provisions for its proper care;
 - (3) Having physical custody of any animal and knowingly failing to provide such food, potable water, protection from the elements, opportunity for exercise and other care as is needed for the health or well-being of such kind of animal;
 - (4) Intentionally using a wire, pole, stick, rope or any other object to cause an equine to lose its balance or fall, for the purpose of sport or entertainment;
 - (5) Knowingly but not maliciously killing or injuring any animal; or
 - (6) Administering any poison to any domestic animal.

(b) The provisions of this section shall not apply to:

- (1) Normal or accepted veterinary practices;
- (2) Bona fide experiments carried on by commonly recognized research facilities;
- (3) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of chapter 32 or chapter 47 of the Kansas Statutes Annotated, and amendments thereto;
- (4) Rodeo practices accepted by the rodeo cowboys' association;
- (5) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a city or the owner thereof within a city if no animal shelter, pound or licensed veterinarian is within the city, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an incorporated humane society, the operator of an animal shelter or pound, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;
- (6) With respect to farm animals, normal or accepted practices of animal husbandry, including the normal and accepted practices for the slaughter of such animals for food or by-products and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;
- (7) The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property;
- (8) An animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;
- (9) Laying an equine down for medical or identification purposes;
- (10) Normal or accepted practices of pest control, as defined in subsection (x) of K.S.A. 2-2438a, and amendments thereto; or
- (11) Accepted practices of animal husbandry pursuant to regulations promulgated by the United States department of agriculture for domestic pet animals under the animal welfare act, public law 89-544, as amended and in effect on July 1, 2006.

(c) The provisions of subsection (a)(6) shall not apply to any person exposing poison upon their premises for the purpose of destroying wolves, coyotes or other predatory animals.

(d) As used in this section:

- (1) **Equine** means a horse, pony, mule, jenny, donkey or hinny; and
- (2) **Maliciously** means a state of mind characterized by actual evil-mindedness or specific intent to do a harmful act without a reasonable justification or excuse.
- (3) **Domestic Animal** means an animal that has been tamed and made fit for a human environment, excluding those animals listed in "Keeping of Exotic Animals Prohibited," Article V, Section 1(b)(1)-(27).

- (e) Any animal control officer, public health officer, law enforcement officer, code enforcement officer, licensed veterinarian, or officer or agent of any incorporated humane society, animal shelter or other appropriate facility may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals, as defined in this section. Such officer, agent or veterinarian may inspect, care for or treat such animal, or place such animal in the care of a duly incorporated humane society or licensed veterinarian for treatment, boarding or other care or, if an officer of such humane society or such veterinarian determines that the animal appears to be diseased or disabled beyond recovery for any useful purpose, for humane killing.
- (f) If the animal is placed in the care of an animal shelter, the animal shelter shall notify the owner or custodian, if known or reasonably ascertainable. If the owner or custodian is charged with a violation of this section, the Board of Riley County Commissioners shall establish and approve procedures whereby the animal shelter may petition the district court to be allowed to place the animal for adoption or euthanize the animal at any time after 20 days after the owner or custodian is notified or, if the owner or custodian is not known or reasonably ascertainable after 20 days after the animal is taken into custody, unless the owner or custodian of the animal files a renewable cash or performance bond with the Riley County Clerk in an amount equal to not less than the cost of care and treatment of the animal for 90 days. Upon receiving such petition, the court shall determine whether the animal may be placed for adoption or euthanized. The Board of Riley County Commissioners shall review the cost of care and treatment being charged by the animal shelter maintaining the animal.
- (g) The owner or custodian of an animal placed for adoption or killed pursuant to subsections (e) and (f) shall not be entitled to recover damages for the placement or killing of such animal unless the owner proves that such placement or killing was unwarranted.
- (h) Expenses incurred for the care, treatment or boarding of any animal, taken into custody pursuant to subsections (e) and (f), pending prosecution of the owner or custodian of such animal for the crime of cruelty to animals, shall be assessed to the owner or custodian as a cost of the case if the owner or custodian is adjudicated guilty of such crime.
- (i) Upon the filing of a sworn complaint by any animal control officer, public health officer, law enforcement officer, code enforcement officer, licensed veterinarian, or officer or agent of any incorporated humane society, animal shelter or other appropriate facility alleging the commission of cruelty to animals, the County Counselor shall determine the validity of the complaint and shall forthwith file charges for the crime if the complaint appears to be valid.
- (j) If a person is adjudicated guilty of the crime of cruelty to animals, and the court having jurisdiction is satisfied that an animal owned or possessed by such person would be in the future subjected to such crime, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society or licensed veterinarian for sale or other disposition.

ARTICLE VI. ADMINISTRATIVE PROCEDURES

Section 1. Handling of Complaints.

Any violation of the provisions of this resolution shall be commenced by complaint in District Court, with notice, service of process and trial conducted pursuant to the Code for the Enforcement of County Codes and Resolutions, K.S.A. 19-4701 *et seq.*

Section 2. Diversion.

Agreements Offered; Written Policies; Information Furnished.

- (a) After a complaint has been filed charging an accused person with violation of this resolution and prior to conviction thereof, and after the County Counselor has considered the factors listed in subsection (2) if it appears to the County Counselor that diversion of the accused person would be in the interests of justice and of benefit to the accused person and the community, the County Counselor may propose a diversion agreement to the accused person. The terms of each diversion agreement shall be established by the County Counselor in accordance with subsection (3).
- (b) The County Counselor shall adopt written policies and guidelines for the implementation of a diversion program. Such policies and guidelines shall provide for a diversion conference and other procedures in those cases where the County Counselor elects to offer diversion in lieu of further proceedings on the complaint.
- (c) Each accused person shall be informed in writing of the diversion program and the policies and guidelines adopted by the County Counselor. The County Counselor may require any accused person requesting diversion to provide information regarding prior criminal charges, education, work experience and training, family, residence in the community, medical history, including any psychiatric or psychological treatment or counseling, and other information relating to the diversion program. In all cases, the accused person shall be present and shall have the right to be represented by counsel at the diversion conference with the County Counselor.

Diversion Factors to Consider; When Prohibited.

- (a) In determining whether diversion of an accused person is in the interests of justice and of benefit to the accused person and the community, the County Counselor shall consider at least the following factors among all factors considered:
 - (1) The nature of the violation charged and the circumstances surrounding it;
 - (2) Any special characteristics or circumstances of the accused person;
 - (3) Whether the accused person is a first-time offender and if the accused person has previously participated in diversion;
 - (4) Whether there is a probability that the accused person will cooperate with and benefit from diversion;

- (5) Whether the available diversion program is appropriate to the needs of the accused person;
 - (6) The impact of the diversion of the accused person upon the community;
 - (7) Recommendations, if any, of the involved enforcement agency;
 - (8) Recommendations, if any, of the victim;
 - (9) Provisions for restitution; and
 - (10) Any mitigating circumstances.
- (b) A County Counselor shall not enter into a diversion agreement in lieu of further proceedings on a complaint alleging an animal control violation if the accused person:
- (1) Has previously participated in diversion;
 - (2) Has previously been convicted of or pleaded *nolo contendere* to an animal control violation in this state or has previously been convicted of or pleaded *nolo contendere* to animal control violation of another state, or of a political subdivision thereof, which prohibits the acts prohibited by this resolution; or
 - (3) That the alleged violation involves a dangerous dog pursuant to Article IV, Section (1) (a).

Diversion Agreement Provisions; Waiver of Rights; Failure to Fulfill or Accept Diversion.

- (a) A diversion agreement shall provide that if the accused person fulfills the obligations of the program described therein, as determined by the County Counselor, the county counselor shall act to have the violation against the accused person dismissed with prejudice. The diversion agreement shall include specifically the waiver of all rights under the law or the constitution of Kansas or of the United States to counsel, a speedy arraignment, a speedy trial, and the right to trial by jury. The diversion agreement may include, but is not limited to, provisions concerning payment of restitution, including court costs and diversion costs, maintenance of gainful employment, participation in other rehabilitative services, compliance with potentially dangerous dog registration and handling requirements pursuant to Article IV, Section 5 (a) and \$150.00 contribution to the animal shelter "donation restricted fund". The diversion agreement shall state:
- (1) The accused person's full name;
 - (2) The accused person's full name at the time the complaint was filed, if different from the accused person's current name;
 - (3) The accused person's sex, race, and date of birth;
 - (4) The violation with which the accused person is charged;
 - (5) The date the complaint was filed; and
 - (6) The district court with which the agreement is filed.
- (b) If a diversion agreement is entered into in lieu of further proceedings on a complaint alleging an animal control violation, the diversion agreement shall include a stipulation, agreed to by the accused person and the county counselor, of the facts upon which the charge is based and a provision that if the accused person fails to fulfill the terms of the specific diversion agreement and the proceedings on the complaint are resumed, the proceedings, including

any proceedings on appeal, shall be conducted on the record of the stipulation of facts relating to the complaint. In addition, the agreement shall include a requirement that the accused:

- (1) Pay a fine specified by the agreement in an amount equal to an amount authorized by this resolution and;
 - (2) Enroll in and successfully complete any appropriate rehabilitative services and pay the related costs.
- (c) If the County Counselor elects to offer diversion in lieu of further proceedings on the complaint and the accused person agrees to all of the terms of the proposed agreement, the diversion agreement shall be filed with the Court and the Court shall stay further proceedings on the complaint. If the accused person declines to accept diversion, the Court shall resume the proceedings on the complaint.
- (d) The copy of the agreement shall be made available upon request to any county, district or city attorney, or Court.

Plea Prohibition; Inadmissible Evidence.

No accused person shall be required to enter any plea to an animal control violation as a condition for diversion. No statements made by the accused person or counsel in any diversion conference or in any other discussion of a proposed diversion agreement shall be admissible as evidence in proceedings on violations charged or facts alleged in the complaint.

Failure to Fulfill Diversion; Satisfactory Fulfillment.

- (a) If the County Counselor finds at the termination of the diversion period or any time prior thereto that the accused person has failed to fulfill the terms of the specific diversion agreement, the County Counselor shall inform the Court of such finding and the district court, after finding that the accused person has failed to fulfill the terms of the specific diversion agreement at a hearing thereon, shall resume the proceedings on the complaint.
- (b) If the accused person has fulfilled the terms of the diversion agreement, the Court shall dismiss with prejudice the violations filed against the accused person.
- (c) Such record shall be made available to any county, district or city attorney, or Court.

Section 3. Sentencing; Prior Convictions.

- (a) For the purpose of determining whether a person's adjudication is a first, second, or subsequent adjudication in sentencing under this resolution:
- (b) Adjudication includes being a person adjudicated of a violation of this resolution or entering into a diversion agreement in lieu of further proceedings on a complaint alleging a violation of this resolution.

- (c) Adjudication includes a person being adjudicated of a violation of a law of another state or an ordinance of any city, or resolution of any county, which prohibits the acts that this resolution prohibits or entering into a diversion agreement in lieu of further proceedings in a case alleging a violation of such law, ordinance or resolution;
- (d) Any adjudication occurring during a person's lifetime shall be taken into account when determining the sentence to be imposed pursuant to this resolution;
- (e) It is irrelevant whether a person's adjudication occurred before or after adjudication for a previous violation; and
- (f) A person may enter into a diversion agreement in lieu of further proceedings for a violation of this resolution only once during the person's lifetime.

ARTICLE VII. PENALTIES

- (a) Any person who is adjudicated of violating any provision of this Resolution shall be punished by an administrative penalty not to exceed \$500 for a first violation and not more than \$1,000 for a second or subsequent violation.
- (b) All administrative penalty funds collected shall be deposited with the County Clerk for the General Fund.

ARTICLE VIII. INJUNCTIVE RELIEF

Notwithstanding the existence or pursuit of any other remedy, when it appears to the Board of County Commissioners, that any person is violating any provision of this resolution, the Board of County Commissioners may bring an action in a Court of competent jurisdiction or other process against such person to enjoin, restrain or prevent such person from continuing operation in violation of the resolution without regard to whether administrative proceedings have been or may be instituted or whether criminal proceedings may be or have been instituted.

ARTICLE IX. INVALIDITY OF PART

If any provision of this resolution, or the application any such provision to any person or circumstance, shall be held invalid, the remainder of the resolution, and the application of any such provision to any person or circumstance other than those as to which it is held invalid, shall not be effected thereby.

ARTICLE X. SEVERABILITY CLAUSE

If any provision of the resolution or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of the resolution are severable.

ARTICLE XI. EFFECTIVE DATE

This Resolution shall take effect and be in force from and after its publication once in the official County newspaper.

ADOPTED this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS

~~Alvan D. Johnson, Member~~ John Ford, Chairman

~~Dave Lewis, Member~~ Greg McKinley, Vice Chairman

~~Karen McCulloh~~ Kathryn G. Focke, Member

ATTEST:

Rich Vargo
Riley County Clerk

SEAL

Attachment: Animal Control Resolution (11108 : Animal Control Resolutions)

RESOLUTION NO. ____

**A RESOLUTION ESTABLISHING REGULATIONS
CONCERNING THE ANIMAL SHELTER**

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RESOLUTION NO. ____

**A RESOLUTION ESTABLISHING REGULATIONS
CONCERNING THE ANIMAL SHELTER**

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

Section 1. Definitions.

As used in this resolution, unless the context otherwise requires:

- (a) **Animal** means every living vertebrate except a human being and farm animal.
- (b) **Cat** means an animal which is of the species *Felis domesticus*.
- (c) **County** means the unincorporated areas of Riley County.
- (d) **Dog** means an animal which is of the species *Canis familiaris*.
- (e) **Farm animal** means an animal raised on a farm or ranch and used or intended for use as food or fiber.
- (f) **Owner** means any person, firm, corporation, organization, or department possessing, harboring, keeping, having and interest in, or custody of an animal.
- (g) **Animal Shelter** means a facility which is used or designed for use to house, contain, impound, or harbor any seized stray, homeless, relinquished, or abandoned animal or a person who acts as an animal rescuer, or who collects and cares for unwanted animals or offers them for adoption. Animal Shelter also includes a facility of an individual or organization, profit or nonprofit, maintaining 20 or more dogs or cats, or both, for the purpose of collecting, accumulating, amassing, or maintaining the animals, or offering the animals for adoption.

Section 2. Acceptance of animals.

The Animal Shelter shall accept dogs and cats brought to the facility pursuant to the resolutions of Riley County. In addition, the operator of the Animal Shelter may accept animals found running at large, pursuant to Animal Control Resolution No. _____, Article II, Section 2; in the county from private citizens. The Animal Shelter may also accept animals surrendered to the facility by the owner of such animal. If an owner of an animal surrenders said animal to the shelter, the shelter shall require a written release from said person releasing all interest in said animal. No fee shall be charged to any person who surrenders an animal to the shelter under these circumstances.

Section 3. Disposition of animals.

- (a) Animals delivered to the Animal shelter, which have been found to be running at large within the County, pursuant to Animal Control Resolution No. _____, Article III, Section 2, which are not claimed by their owner within a period of three (3) full days of custody during which the public has clear access to inspect and recover the animal through time periods ordinarily accepted as usual business hours, shall become the property of the City. Dogs delivered to the Animal Shelter for rabies, quarantine, pursuant to Animal Control Resolution No. _____, Article III, Section 6, shall become the property of the City if the owner fails to redeem the dog within three (3) full days after it has been determined that the dog shows no evidence of rabies.
- (b) During such time of custody, the operator of the Animal Shelter shall attempt to notify the owner of any animal maintained or impounded if such owner is known or reasonably ascertainable.
- (c) Such an animal may at any time be released to the legal owner, moved to a veterinary hospital for treatment or observation, released in any manner, if such animal was a gift animal to the Animal Shelter, or euthanized by a licensed veterinarian if it appears to such veterinarian that the animal is diseased or disabled beyond recovery for any useful purpose. Once an animal becomes the property of the City, the City may dispose of the animal either by adoption or by euthanasia.

Section 4. Redemption and impoundment fees.

- (a) An animal impounded at the Animal Shelter for either running at large or rabies quarantine purposes, pursuant to Animal Control Resolution No. _____, Article III, Section 2 and 6 respectively, may be redeemed by the owner or the owner's authorized agent within the period of time set forth in Section 3 upon payment of impoundment fees, as established by the City of Manhattan and based upon whether such animal has a current license and anti-rabies vaccine. Any impoundment fees shall be paid to the T. Russell Reitz Animal Shelter.
- (b) No animal shall be redeemed under any circumstances described herein until and unless it is licensed pursuant to county resolution, including the fulfillment of all requirements for such licensing and the payment of all license fees. If the animal is not required to be licensed within the County, the owner may redeem the animal, but shall provide a rabies certificate that proves that the animal has a current, valid rabies vaccination within fourteen (14) days of the date of redemption.

Section 5. Adoption.

- (a) The operator of the Animal Shelter may allow any person to adopt any animal that has become the property of the City. Only natural persons shall be allowed to adopt animals, and corporations shall not be permitted to adopt animals, except that a corporation which is licensed as a kennel by Riley County, or licensed animal rescue may be allowed to adopt animals. No more than four (4) animals in any 12-month period may be adopted by any person or members of that person's immediate family.
- (b) An adoption fee, as established by the City of Manhattan, shall be assessed at the time of adoption. In addition, if a license would be required for such animal pursuant to Animal Control Resolution No. _____, Article II, such license shall be obtained along with all requirements for such licensing, including rabies vaccinations. If no license is required, a rabies vaccination certificate must still be obtained before the animal is released. Any adoption fees shall be paid to the T. Russell Reitz Animal Shelter.
- (c) Any person adopting an animal shall deposit a fee, as established by the City of Manhattan, for required spaying or neutering. No dog or cat may be transferred to the permanent custody of a prospective owner unless such dog or cat has been surgically spayed or neutered before the physical transfer of the animal occurs; or the prospective owner signs an agreement to have the dog or cat spayed or neutered and deposits a fee, as established by the City of Manhattan. Such fee to be not less than the lowest, nor more than the highest fee charged by veterinarians for spaying or neutering dogs and cats within a seventy (70) mile radius of the city of Manhattan, Kansas. Such person shall then have the animal spayed or neutered by a licensed veterinarian within 30 days, if the animal is an adult. If the animal is not an adult or if the animal cannot be neutered within 30 days because of valid medical reasons, such person shall have the animal neutered within six (6) months. The animal shelter operator shall provide such person with a written receipt for the deposit. The deposit shall be refunded, or paid directly to the veterinarian, when the operator is provided written documentation from the veterinarian that the spaying or neutering has been accomplished. If said written documentation has not been provided to the operator within ten (10) days after the end of the six (6) month time frame the deposit shall be forfeited and the operator of the Animal Shelter may reclaim the animal that has not been spayed or neutered. Any forfeited deposit shall be surrendered to the T. Russell Reitz Animal Shelter. (edited pursuant to § 47-1731)
- (d) A dog adjudicated to be either a dangerous or potentially dangerous dog pursuant to Animal Control Resolution No. _____, Article IV, Section 1 (a) or 1(b) respectively, shall not be eligible for adoption under this section.

- (e) Any person who adopts an animal and fails to comply with this section may be subject to the penalty provisions of Section 10.

Section 6. Rabies vaccination for released animals.

- (a) If animal shelter personnel are not qualified to administer a rabies vaccination, an owner or person adopting an animal may comply with the rabies vaccination requirement of Sections 4 and 5 by depositing a fee, as established by the City of Manhattan, and signing a written agreement with the County to obtain such rabies vaccination.
- (b) Upon such deposit and written agreement, the animal may be released to the owner or person adopting and the operator of an animal shelter shall provide a written receipt for the deposit. The deposit shall be refunded or paid directly to the veterinarian when the operator is provided written documentation from a veterinarian that the rabies vaccination has been accomplished. If such written documentation has not been provided to the operator within 40 days after the release of the animal from the shelter, the deposit shall be forfeited and the operator shall surrender the deposit to the T. Russell Reitz Animal Shelter.
- (c) Any person who fails to comply with this section may be subject to the penalty provision of Section 10.

Section 7. Animal Shelter facilities and procedures.

- (a) Structures
 - (1) Each animal shelter shall:
 - (A) Be constructed of material that will provide for the establishment of a sound structure:
 - (B) be maintained in good repair; and
 - (C) protect animals housed inside from injury.
 - (2) Water and electrical power shall be available in each animal shelter.
 - (3) Space shall be supplied in each animal shelter to store the provisions necessary to adequately operate each such unit.
- (b) Operational procedures:
 - (1) Removal and disposal of animal, and all other food wastes, bedding, dead animals, and debris shall be done on a regular basis and at reasonable intervals. The

disposal of these waste materials shall comply with federal and state regulations relating to pollution control, and the Riley County Sanitary Code.

- (2) The temperature for each shelter shall be regulated by heating and cooling to sufficiently protect each animal housed inside from extremes of temperatures. Temperatures shall not be allowed to fall below or rise above ranges which would cause discomfort or health hazards to any animal.
- (3) Ventilation for a shelter shall be provided at all times by natural or mechanical means. Each animal shelter facility shall be operated to provide fresh air by means of windows, doors, vents, fans, or air conditioning. Ventilation shall be established to minimize drafts, odors, and moisture condensation.
- (4) Each animal shelter shall be provided with uniformly distributed lighting. Lighting shall be in an amount sufficient to permit routine inspection and cleaning and be arranged so that each animal is protected from excessive illumination.
- (5) Each animal shelter shall be provided with a drainage system which will effectively eliminate excess water from the research animal shelter unit. If drains are used, they shall be constructed in such a manner to avoid all foul odors and any backup of sewage. Drainage systems shall comply with federal and state regulations relating to pollution control, and the Riley County Sanitary Code.

(c) Pens:

- (1) Each animal shelter shall be constructed to prevent the overheating and discomfort of any animal. Shade shall be supplied either by natural or artificial means. Each animal shelter shall be constructed of acceptable materials and maintained in strict sanitary conditions.
- (2) Each animal shelter shall be constructed and maintained so as to provide sufficient space for each animal housed and to permit normal postural and social adjustments, with freedom of movement for each animal.

Section 8. Animal health standards.

- (a) Animal food shall be wholesome, palatable, free from contamination, and of nutritional value sufficient to maintain each animal in good health.
- (b) Food receptacles shall be in sufficient number, of adequate size, and so located as to enable each animal in the enclosure to be supplied with an adequate amount of food. Food receptacles shall be kept clean and sanitary.

- (c) Excreta shall be removed from each enclosure as often as necessary:
 - (1) to prevent contamination of the animals contained therein;
 - (2) to prevent disease hazards; and
 - (3) to reduce odors.
 - (4) Cages, rooms and pens which contain any animal having infectious or transmissible disease shall be washed each day, and after each occupancy, with hot water and detergent. Effective disinfectant shall be applied as an incident of each washing.
 - (5) The disposal of waste materials and drainage systems shall comply with federal and state regulations relating to pollution control, and the Riley County Sanitary Code.
- (d) An effective program for the control of insects, ectoparasites, and other pests shall be provided and maintained.
- (e) A program for disease prevention, parasite control, euthanasia, and adequate veterinary care shall be provided and maintained under the supervision of a veterinarian. Each animal shall be observed each day by the person in charge of the animal shelter or by someone working under their direct supervision.
- (f) Each animal shall be handled in a manner which will not cause discomfort, stress, or physical harm to that animal.
- (g) Water and food shall be provided to each animal at least once during each 24 hour period. Any animal with the nutritional need or disease condition shall be fed more frequently.

Section 9. Records.

The operator of an animal shelter shall keep and maintain records for each animal purchased, acquired, held, transported, sold, or otherwise disposed of.

The records shall include the following:

- (a) The name and address of the person from whom each animal was acquired.
- (b) The date each animal was acquired.
- (c) A description of each animal showing age, size, color marking, sex, breed, and any vaccination information available. Records shall also include any other significant identification for each animal including any official tag number or tattoo.

- (d) The name and address of the person to whom any animal is sold, given, bartered, or to whom otherwise delivered. The record shall show the method of disposition.

Section 10. Penalties.

- (a) Any person who is adjudicated of violating any provision of this resolution shall be punished by an administrative penalty not to exceed \$500 for a first violation and not more than \$1,000 for a second or subsequent violation.
- (b) All administrative penalty funds collected shall be deposited with the County Clerk for the T. Russell Reitz Animal Shelter.

Section 11. Injunctive relief.

Notwithstanding the existence or pursuit of any other remedy, when it appears to the Board of County Commissioners, that any person is violating any provision of this resolution, the Board of County Commissioners may bring an action in a Court of competent jurisdiction or other process against such person to enjoin, restrain or prevent such person from continuing operation in violation of the resolution without regard to whether administrative proceedings have been or may be instituted or whether civil proceedings may be or have been instituted.

Section 12. Invalidity of part.

If any provision of this resolution, or the application of any such provision to any person or circumstance, shall be held invalid, the remainder of the resolution, and the application of any such provision to any person or circumstance other than those as to which it is held invalid, shall not be effected thereby.

Section 13. Severability clause.

If any provision of the resolution or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of the resolution are severable.

Section 14. Effective date.

This resolution shall take effect and be in force from and after its publication once in the official County Newspaper.

ADOPTED this _____ day of _____, 20____.

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

, Chairman

, Vice-Chairman

, Member

ATTEST:

(SEAL)

Rich Vargo, County Clerk

Attachment: Animal Shelter Resolution (11108 : Animal Control Resolutions)