



**Board of Riley County
Commissioners
Regular Meeting
Agenda
October 14, 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. West 32nd Ave. Bridge Replacement Project- Contract with King Construction Co., Inc.
4. Highway Use Permit, Evergy
5. Highway Use Permit, WTC Communications, Inc.
6. Change Order #1 for the Wieters Road Streambank Rehabilitation Project
7. Discuss Joint City/County/County Meeting Agenda
8. Discuss Intergovernmental Luncheon

Review Minutes

9. Board of Riley County Commissioners - Regular Meeting - Oct 7, 2021 8:30 AM

Review Tentative Agenda

10. Tentative Agenda

Press Conference Topics

11. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

12. Administrative Work Session

9:20 AM

Clancy Holeman, Counselor/Director of Administrative Services

13. Approval of License Agreement with Flint Hills Wellness Coalition

9:30 AM

Shilo Heger, Treasurer

14. September 2021 Revenue Reporting - Riley County Treasurer

9:45 AM

Jason Smith, Manhattan Area Chamber of Commerce

15. Economic development update

10:00 AM

Julie Gibbs, Health Department Director

16. Riley County Health Department Monthly Update

10:30 AM

Budget and Planning Committee - Tami Robison, Budget and Finance Officer

17. Monthly Cash Flow Reports for September 2021

Adjournment

Announcements

A Special Law Board Meeting will be today at 4:00 p.m. at the KSU Research Foundation Institute for Commercialization, 2005 Research Park Circle.

18. Special Law Board Meeting Agenda

The 46th Annual KAC Conference will be held October 18-20, 2021 at Sheraton Overland Park Convention Center in Overland Park, Kansas..

The Board of County Commissioners will not be in session on Monday, October 18, 2021.

Riley County Planning Board/Board of Zoning Appeals meeting will be held Monday, October 18th at 7:30 p.m. in the Commission Chambers, Courthouse Plaza East Building, 115 N. 4th Street.

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
Contract

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

COMMISSION AGENDA REPORT

FROM: Shannon Sterling, Admin. Assistant II

MEETING: October 14, 2021

SUBJECT: West 32nd Ave. Bridge Replacement Project- Contract with King Construction Co., Inc.

PRESENTER: John Ellermann, County Engineer

Attached for your approval is the contract with King Construction Company, Inc., Hesston, KS, in the amount of \$1,284,589.40, for the West 32nd Ave. Road Bridge Replacement Project.

The contractor has indicated he will begin construction on or about January 2022 and anticipates completion within 150 working days.

This will be a Sales Tax funded project. Staff recommends approval.

POSSIBLE MOTION(S)

Move to approve and sign the contract with King Construction Company, Inc., Hesston, KS, in the amount of \$1,284,589.40, for the West 32nd Ave. Road Bridge Replacement Project.

Move to deny the contract with King Construction Company, Inc., Hesston, KS, in the amount of \$1,284,589.40, for the West 32nd Ave. Road Bridge Replacement Project.

Move to table for further discussion.

Enclosures:

- Contract_W 32nd Ave Bridge Replacement_King Construction (PDF)

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the people of Riley County, Kansas, acting through their County Commissioners, thereunto duly authorized to do so, party of the first part and hereinafter called the Owner, and King Construction Co., Inc., party of the second part and hereinafter called the Contractor.

WITNESSETH:

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

West 32nd Avenue Bridge Replacement Project No. T.0-30.8

In accordance with the drawings, specifications, and other contract documents prepared by Benesch, and

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

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

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

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

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

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

b. Addenda to contract documents as follow:

Addendum No.	Dated
<u>1</u>	<u>08/30/2021</u>
<u> </u>	<u> </u>

c. Legal and procedural documents.

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

d. Detailed specification requirements.

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

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

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

g. Bonds.

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

h. Owner's "Contractual Provisions Attachment"

ARTICLE III. The Contractor shall start work on or within ten days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract or on a subsequent date designated and authorized by the Owner in said order and the Contractor shall complete said work within 150 working days as stated in his proposal.

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

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

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

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

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

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

- a. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no fault of the Contractor or his employees.
- b. If the Engineer should fail to act upon any request for payment within ten days after it is presented in accordance with the contract documents.
- c. If the Owner should fail to act upon any request for payment within 30 days after its approval by the Engineer.

- d. If the Owner should fail to pay the Contractor any sum within 30 days after its award by arbitrators.

ARTICLE VIII. The Owner shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as compensation therefore, the unit bid prices stipulated in the Proposal attached hereto for the various items of work in accordance with the provisions of the contract documents. The total contract price shall be determined on the basis of the actual quantities of work performed and materials furnished as authorized and determined in accordance with the provisions of the contract documents. The total bid price, determined on the basis of approximate quantities listed in the above mentioned Schedule of Bid Prices is in the amount of **One Million Two Hundred Eighty-four Thousand, Five Hundred Eighty-nine Dollars and Forty Cents (\$1,284,589.40).**

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

John Ford, Chairman

KING CONSTRUCTION COMPANY, INC.

By Craig W. Alvarado
CFD

Title

P.O. Box 849

Horton, Ks 67062
Address

ATTEST: County Clerk

* * * * *

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

County Counselor

Attachment: Contract_W 32nd Ave Bridge Replacement_King Construction (11174 : West 32nd Ave. Bridge Replacement Project- Contract)

Attachment to "Contract" Between Riley County (hereinafter "County"), and King Construction Company, Inc. (hereinafter "Contractor").

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated [Click here to enter a date](#).

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

notice of termination to contractor. With regard to equipment, leased or otherwise, provided to County under the contract, if lawful, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by County, title to and possession of any equipment purchased by the County under contract, but not fully paid for, shall revert to Contractor at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

6. **LEASE/PURCHASE AGREEMENTS, LEASES WITH AN OPTION TO BUY, AND INSTALLMENT PURCHASE AGREEMENTS.** If the Contract to which this is attached is a lease-purchase agreement, a lease with an option to buy or an installment purchase agreement, pursuant to K.S.A. 10-1116b, County is obligated only to pay periodic payments or monthly installments under the contract as may be lawfully made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Pursuant to K.S.A. 10-1116c, if the foregoing Contract is for a term exceeding the current fiscal year of the County, the Contract must specify: (1) the amount or capital cost required to purchase the item if paid for by cash, (2) the annual average effective interest cost, and (3) the amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost.

7. **ANTI-DISCRIMINATION CLAUSE.** In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*

- 7.1 Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- 7.2 In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 7.3 If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 7.4 If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 7.5 Contractor shall include the provisions of paragraphs 7.1 through 7.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 7.6 Parties to the contract understand that this paragraph number 7 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

8. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
9. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
10. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
11. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
12. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
13. **INSURANCE PROVIDED BY CONTRACTOR.** Contractor shall maintain in full force and effect during the term of the Contract the insurance policies and coverages listed in the Contract, which policies shall be issued by a responsible carrier selected by Contractor. Contractor shall deliver to County, upon reasonable request, Certificates of Insurance evidencing such coverages. Minimum limits for coverage are as follows:
- General Liability Insurance \$500,000 per occurrence
 - Workers Compensation Per State Statutes
 - Employers Liability \$100,000 Bodily Injury By Accident
 - \$500,000 Bodily Injury By Disease
 - \$100,000 Bodily Injury by Disease each employee
 - Business Auto (Owned & Non-Owned) \$500,000 Combined single limit per occurrence
 - Property/Contents Contractor agrees to maintain fire and extended coverage on all property, real or personal, belonging to Contractor.

The Riley County Board of County Commissioners and Riley County, Kansas shall be named as an additional insured with respect to the General Liability and Business Auto insurance coverages. All of the foregoing coverages shall be issued by a company or companies licensed to do business in the state of Kansas.

14. **TERM AND TERMINATION.**

14.1 Term. This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

14.2 Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.

14.3 Termination for Convenience. County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Contractor, stating the effective date of the termination for convenience.

14.4 Payment Calculation Upon Termination. In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute.

15. INDEPENDENT CONTRACTOR RELATIONSHIP. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.

16. **PERSONNEL.**

16.1 Qualified Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.

16.2 Minimum Wages. Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

16.3 Employee Conflict of Interest. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

17. PROHIBITION OF CONFLICTS OF INTEREST.

17.1 Interest of Public Officials and Others. No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.

A. Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.

B. Notice to Bidders. Requests for proposal or invitations for bid issued by Contractor to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

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

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

20. RECORDS, REPORTS AND INSPECTION.

20.1 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges.

All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.

A. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

B. Contractor's Purchasing Procedure. Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

21. **METHOD OF BILLING AND PAYMENT.**

21.1 Billing Procedures. Contractor agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.

A. Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 20.1, above.

B. Reimbursement Restrictions. Payments shall be made to Contractor only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.

C. Pre-disbursement Requirements. Contractor must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Contractor.

D. Mailing Address. Payments shall be mailed to Contractor's address as set forth herein.

22. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.

23. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.

24. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
John Ford, Chairman

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Contractor

KING CONSTRUCTION COMPANY, INC.

By: Craig W. Peterson
Name

10/1/2021
Date



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: October 14, 2021
SUBJECT: Highway Use Permit, Evergy
PRESENTER: John Ellermann, PE, Director of Public Works

BACKGROUND

Evergy is requesting permission to work in the right of way to install new underground and overhead primary and poles starting from 4681 Kitten Creek Road approximately 3850 ft North to connect at N. 52nd Street.

RECOMMENDATION(S)

Staff recommends approval of the Highway Use Permit as presented.

POSSIBLE MOTION(S)

Move to approve the Highway Use Permit granting Evergy permission to complete the work as outlined in the Permit.

Enclosures:

- 09.22.21_Evergy_Kitten Creek Rd (PDF)

Permit No. _____

APPLICATION FOR HIGHWAY USE PERMIT

Riley County, Kansas

<u>Evergy</u>	<u>INSTALL NEW TIE LINE</u>		
Applicant Name	Type of Construction		
<u>225 S Seth Child</u>	<u>Manhattan</u>	<u>KS</u>	<u>66502</u>
Applicant Mailing Address	City	State	Zip

Applicant hereby requests permission to INSTALL NEW UNDERGROUND & OVERHEAD PRIMARY & POLES STARTING FROM 4681 KITTEN CREEK ROAD APPROX 3850' NORTH TO CONNECT AT N 52 ND ST.

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: <u>Jamie Smith</u>	<u>09/22/21</u>
Submitter's signature	Date
<u>Jamie Smith / Design Tech</u>	
Printed Name & Title	
<u>785-587-2326</u>	<u>Larson Construction</u>
Submitter's Telephone Number	Contractor Name
<u>Jamie.Smith@evergy.com</u>	<u>785-537-0160</u>
Submitter's Email Address	Contractor Telephone Number
<u>Nov. 1st</u>	<u>Nov. 1st – Nov. 30th</u>
Proposed Date of Construction	Estimated Duration of Construction

RECOMMENDED BY: John Ellemann
Riley County Engineer

Permit granted this ____ day of _____, 20 ____.

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

Chairperson

OFFICE USE ONLY:

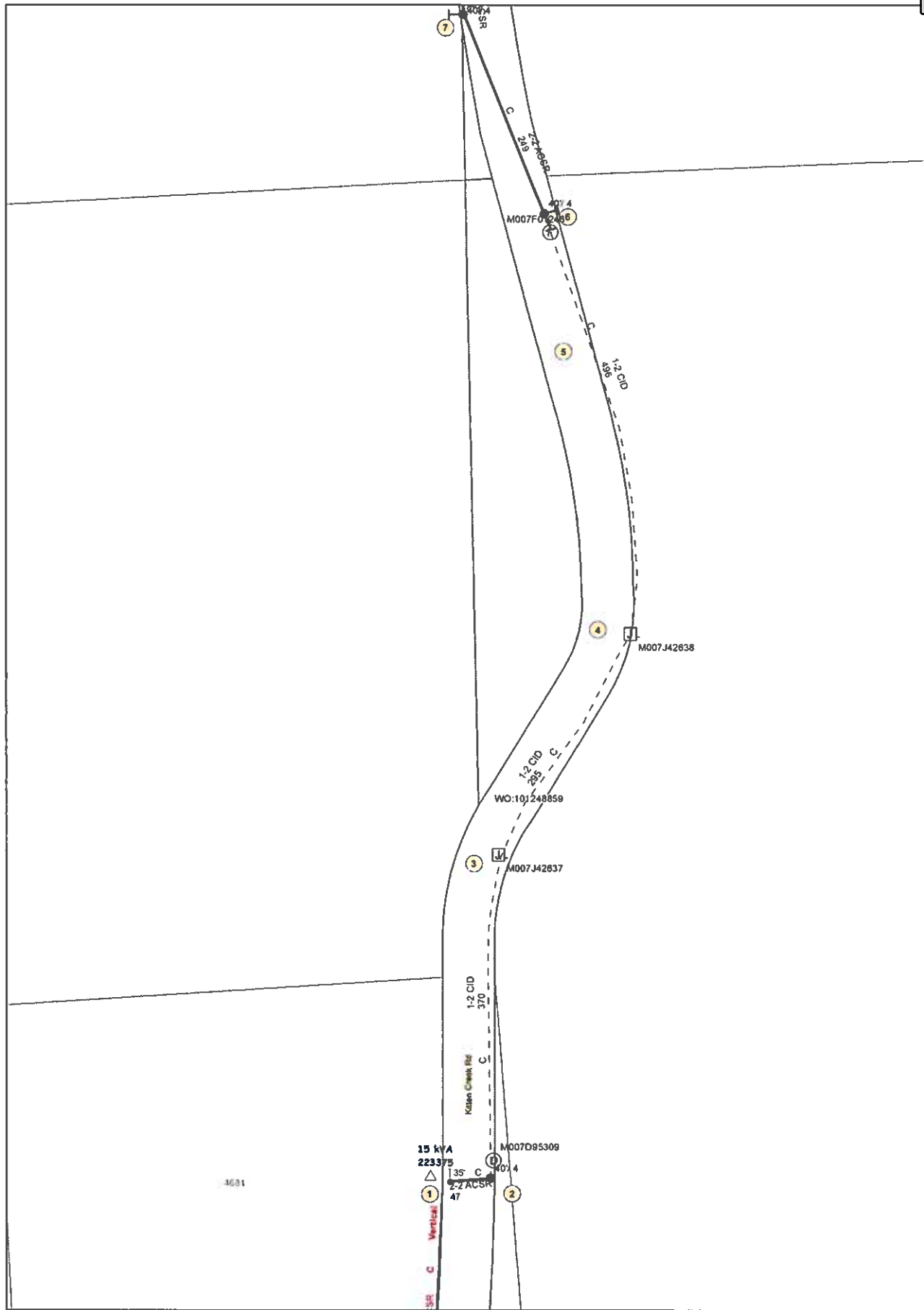
Application Fee: _____

\$1,000 Deposit _____ Bond _____ Letter _____

Receipt No. _____ Date: _____

Signature: _____

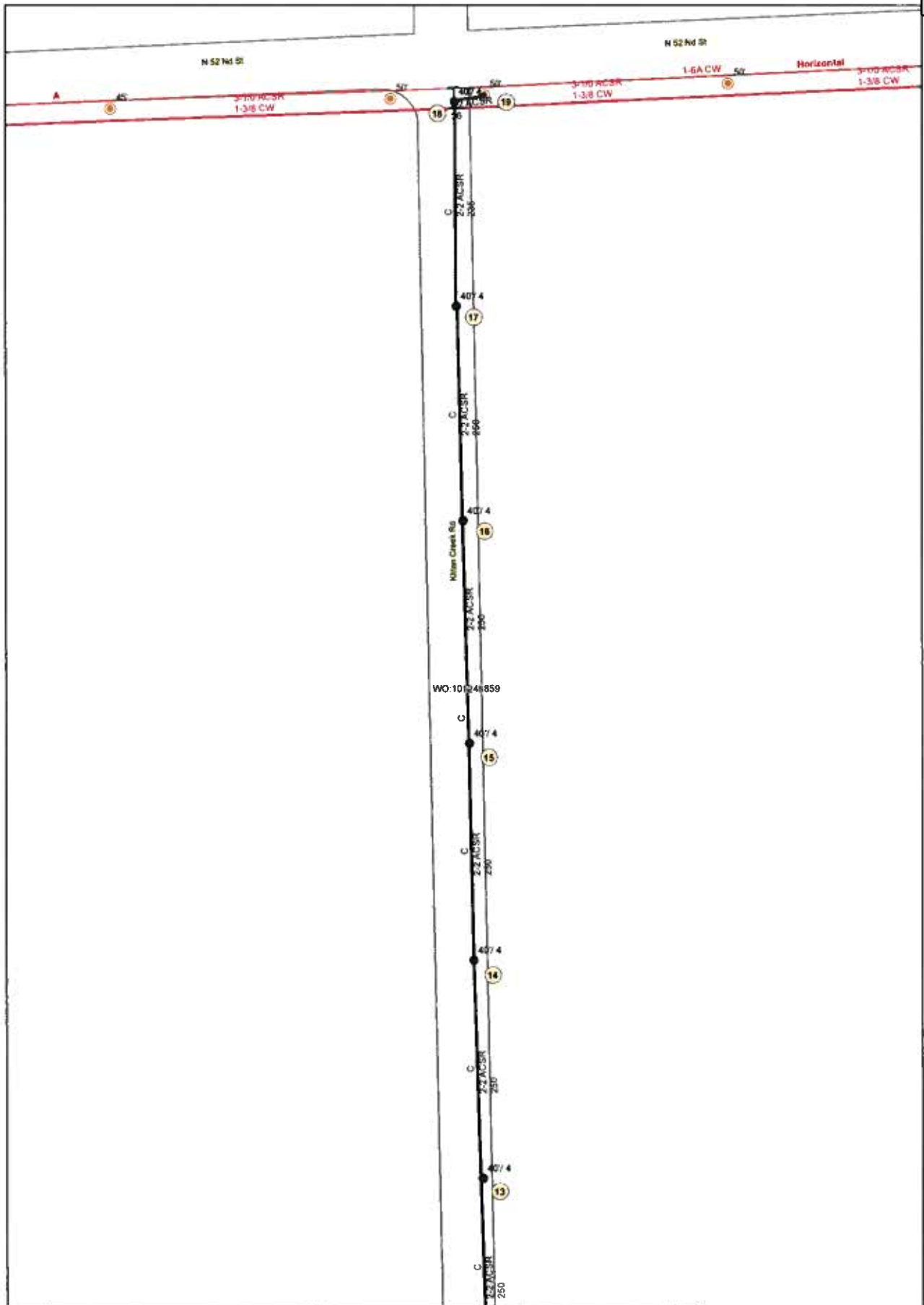
Attachment: 09.22.21_Evergy_Kitten Creek Rd (11185 : Highway Use Permit)



DISCLAIMER AND COPYRIGHT NOTICE
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Exist ☐ New ☐ Line Direction ☐			Title KITTEN CREEK SINGLE PHASE TIE LINE	
By Jamie Smith		M101248859	Crew H/O 3201	
Date 7/15/2021		Scale 1 inch = 100 feet	Sheet Page	
Sub/Ckt WILD 12-009		Upstream Device X000X12345		Packet Pg. 18





DISCLAIMER AND COPYRIGHT NOTICE
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<table border="1"> <tr> <td>Exist</td> <td>New</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Line Direction</td> <td></td> </tr> </table>	Exist	New					Line Direction			Title KITTEN CREEK SINGLE PHASE TIE LINE By Jamie Smith Date 7/15/2021 Sub/Ckt WILD 12-009	M101248859 Scale 1 inch = 100 feet Upstream Device X000X12345	Crew HQ 3201 Sheet Page Packet Pg. 20
Exist	New											
Line Direction												

Point 1
TSM 223375
TAKE OFF POINT
LCS: 6-2173

Point 1-2 Span
Install 2-2 ACSR
OH Primary 47'

Point 2
Install 40' Pole
LCS 4-105
Install Switch
Tag# M007D95309
LCS: 6-2173

Point 2-3 Span
Install 1-2 CID
UG Primary 370'

Point 3
Install 1P Primary Pedestal
Tag# M007J42637
LCS 17-380

Point 3-4 Span
Install 1-2 CID
UG Primary 295'

Point 4
Install 1P Primary Pedestal
Tag# M007J42638
LCS 17-380

Point 4-6 Span
Install 1-2 CID
UG Primary 496'

Point 6
Install Down Guy to EAST,
LCS 6-2140
Install 30a Fused Cutout
Tag# M007F01248
Install Down Guy to SOUTH,
LCS 6-2110
Install 40' Pole
LCS 4-105

Point 6-7 Span
Install 2-2 ACSR
OH Primary 250'

Point 7
Install 40' Pole
LCS 4-105
Install Down Guy to WEST,
LCS 6-2140

Point 7-8 Span
Install 2-2 ACSR
OH Primary 188'

Point 8
Install 40' Pole
LCS 4-105
Install Down Guy to WEST,
LCS 6-2140

Point 8-9 Span
Install 2-2 ACSR
OH Primary 188'

Point 9
Install 40' Pole
LCS 4-105
Install Down Guy to NORTH,
LCS 6-2110
LCS: 6-2173

Point 9-10 Span
Install 2-2 ACSR
OH Primary 49'

Point 10
Install 40' Pole
LCS 4-105
Install Down Guy to SOUTH,
LCS 6-2110
LCS: 6-2173

Point 10-11 Span
Install 2-2 ACSR
OH Primary 250'

Point 11
Install 40' Pole
LCS 4-105
LCS: 6-2100

Point 11-12 Span
Install 2-2 ACSR
OH Primary 250'

Point 12
Install 40' Pole
LCS 4-105
LCS: 6-2100

Point 12-13 Span
Install 2-2 ACSR
OH Primary 250'

Point 13
Install 40' Pole
LCS 4-105
LCS: 6-2100

Point 13-14 Span
Install 2-2 ACSR
OH Primary 250'

Point 14
Install 40' Pole
LCS 4-105
LCS: 6-2100

Point 14-15 Span
Install 2-2 ACSR
OH Primary 250'

Point 15
Install 40' Pole
LCS 4-105
LCS: 6-2100

Point 15-16 Span
Install 2-2 ACSR
OH Primary 250'

Point 16
Install 40' Pole
LCS 4-105
LCS: 6-2100

Point 16-17 Span
Install 2-2 ACSR
OH Primary 250'

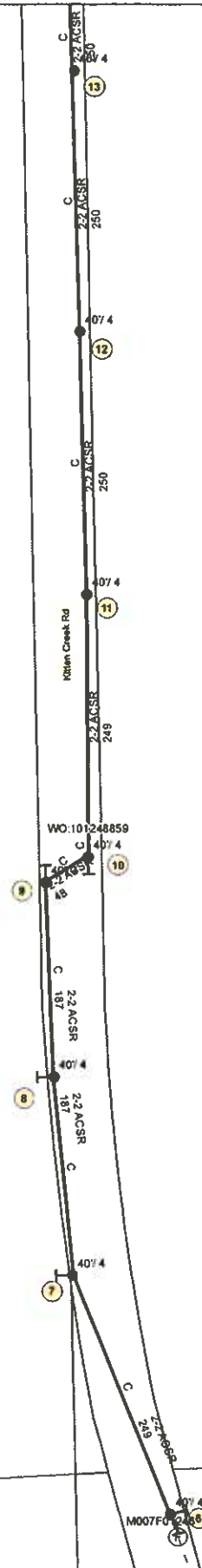
Point 17
Install 40' Pole
LCS 4-105
LCS: 6-2100

Point 17-18 Span
Install 2-2 ACSR
OH Primary 235'

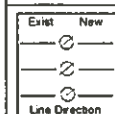
Point 18
Install 40' Pole
LCS 4-105
Install Down Guy to NORTH, L
LCS 6-2110

Point 18-19 Span
Install 2-2 ACSR
OH Primary 36'

Point 19
INSTALL TAP
LCS: 6-2173



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Think Safety!

Title KITTEN CREEK SINGLE PHASE TIE LINE			
By Jamie Smith	M101248859	Crew HQ 3201	
Date 7/15/2021	Scale 1 inch = 100 feet	Sheet Page	
Sub/Ckt WILD 12-009	Upstream Device X000X12345		

Packet Pg. 21

Attachment: 09.22.21_Evergy_Kitten Creek Rd (11185 : Highway Use Permit)



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: October 14, 2021
SUBJECT: Highway Use Permit, WTC Communications, Inc.
PRESENTER: John Ellermann, PE, Director of Public Works

BACKGROUND

WTC Communications, Inc. is requesting permission to work in the right of way to bore and plow new fiber optic cable along multiple roads in the Zeandale area for the next phase of the project.

RECOMMENDATION(S)

Staff recommends approval of the Highway Use Permit as presented.

POSSIBLE MOTION(S)

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

Enclosures:

- 09.24.21_WTC_Additional New Fiber Optic Cable (PDF)

Permit No. _____

APPLICATION FOR HIGHWAY USE PERMIT

Riley County, Kansas

WTC Communications Inc. New Fiber Optic Cable
 Applicant Name Type of Construction
 1009 Lincoln Ave PO Box 25 Wingo KS 66547
 Applicant Mailing Address City State Zip

Applicant hereby requests permission to bore/plow fiber optic cable
 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:

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

Submitted by: Andrew L. Boeckman 09/23/2021
 Submitter's signature Date

ANDREW L. BOECKMAN Plant Operations Manager
 Printed Name & Title

785.456.1026
 Submitter's Telephone Number

aboeckman@wtckks.com
 Submitter's Email Address

09/27/21
 Proposed Date of Construction

Bob Hull Construction
 Contractor Name

785-292-4058
 Contractor Telephone Number

6 months
 Estimated Duration of Construction

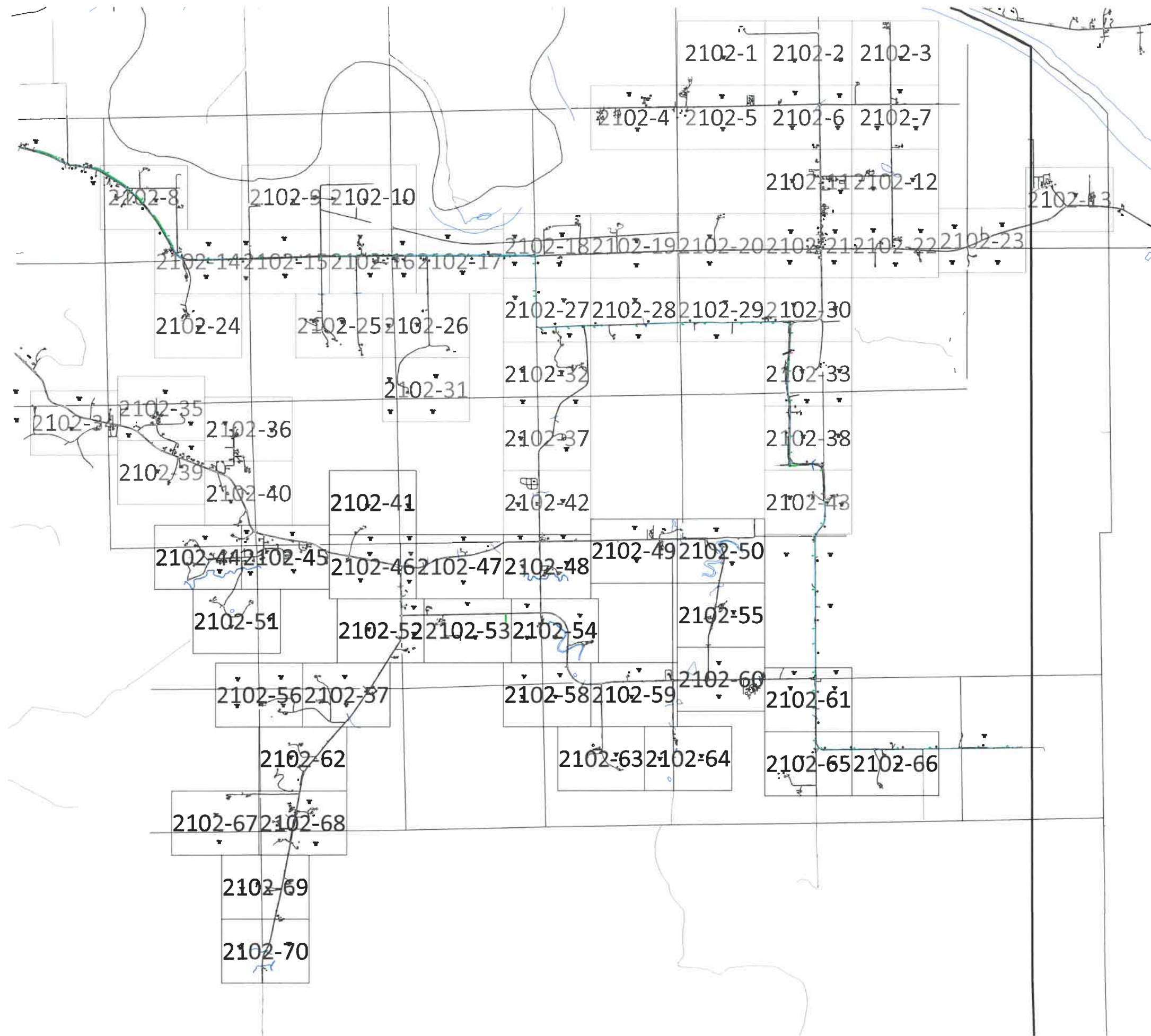
RECOMMENDED BY: John Ellerman
 Riley County Engineer

Permit granted this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
 RILEY COUNTY, KANSAS

Chairperson

OFFICE USE ONLY:	
Application Fee:	100.00
\$1,000 Deposit	☒ Bond ☒ Letter
Receipt No.	121051
Date:	9-24-21
Signature:	S.S.



MAP#
OVERVIEW

LEGEND

- AN UNDERGROUND SPLICE (UOS)
- BD2 (SMALL CIRCLE INDICATES MOUNTED TO POLE)
- BD3
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SCALE: SCALE

HuTel Engineering

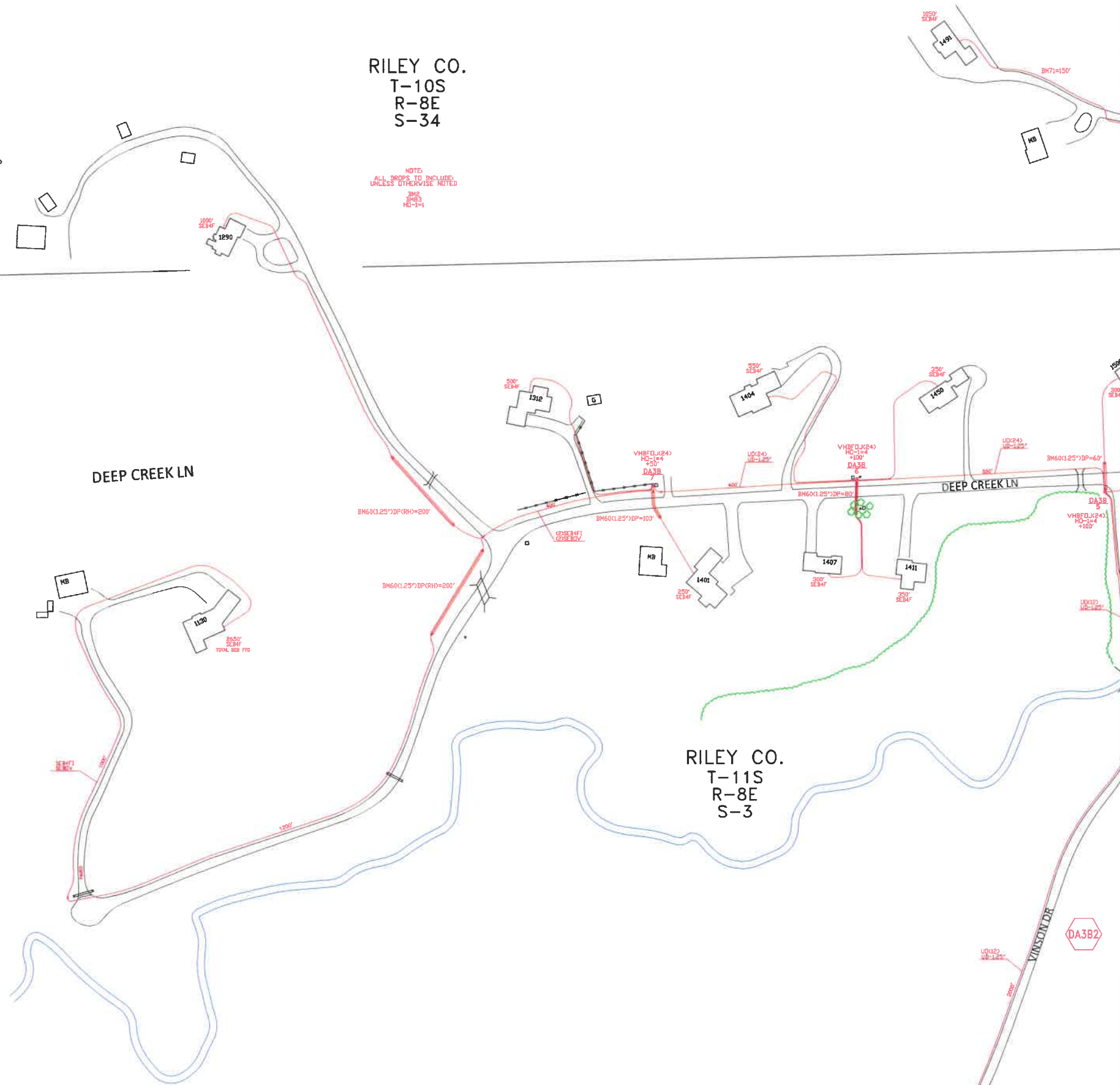
MAP#
OVERVIEW

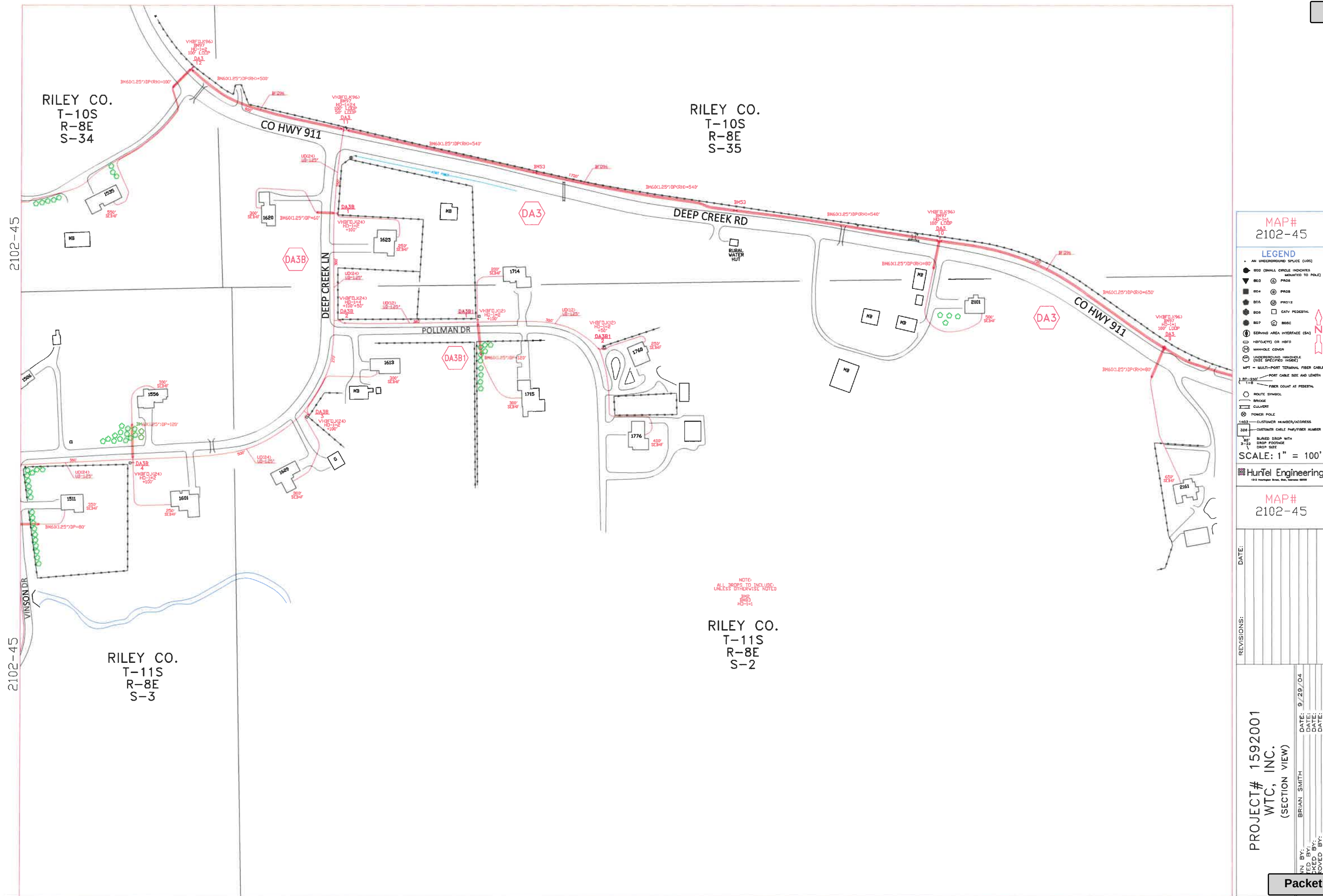
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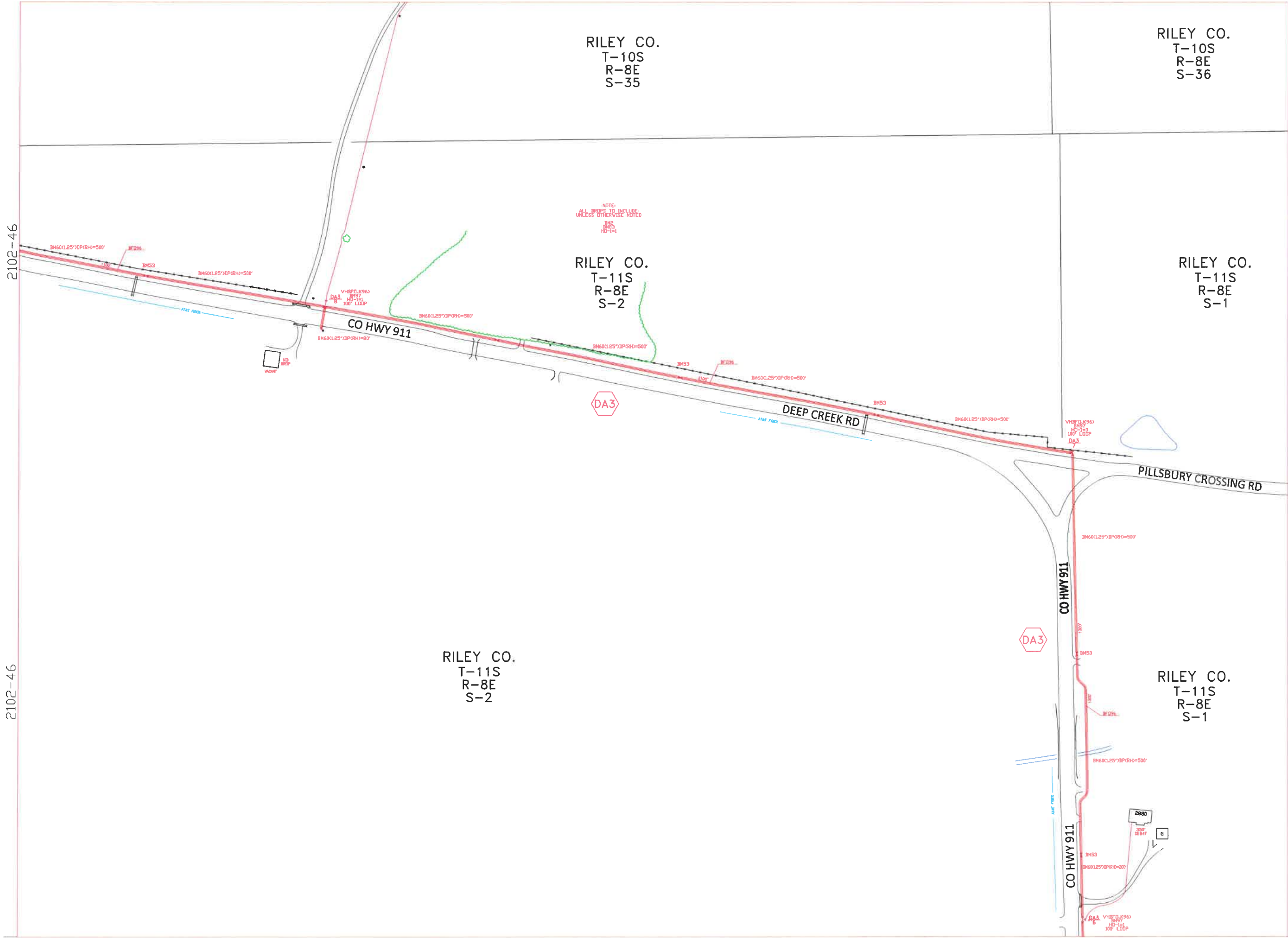
REVISIONS:

PROJECT# 2692102
WTC, INC.
(SECTION VIEW)

DATE: 9/29/04
BY: BRIAN SMITH
CHECKED BY:
APPROVED BY:

[illegible]





MAP#
2102-46

LEGEND

- AN UNDERGROUND SPLICE (UGS)
- B02 (SMALL CIRCLE INDICATES MOUNTED TO POLE)
- ▼ B03 (PROBE)
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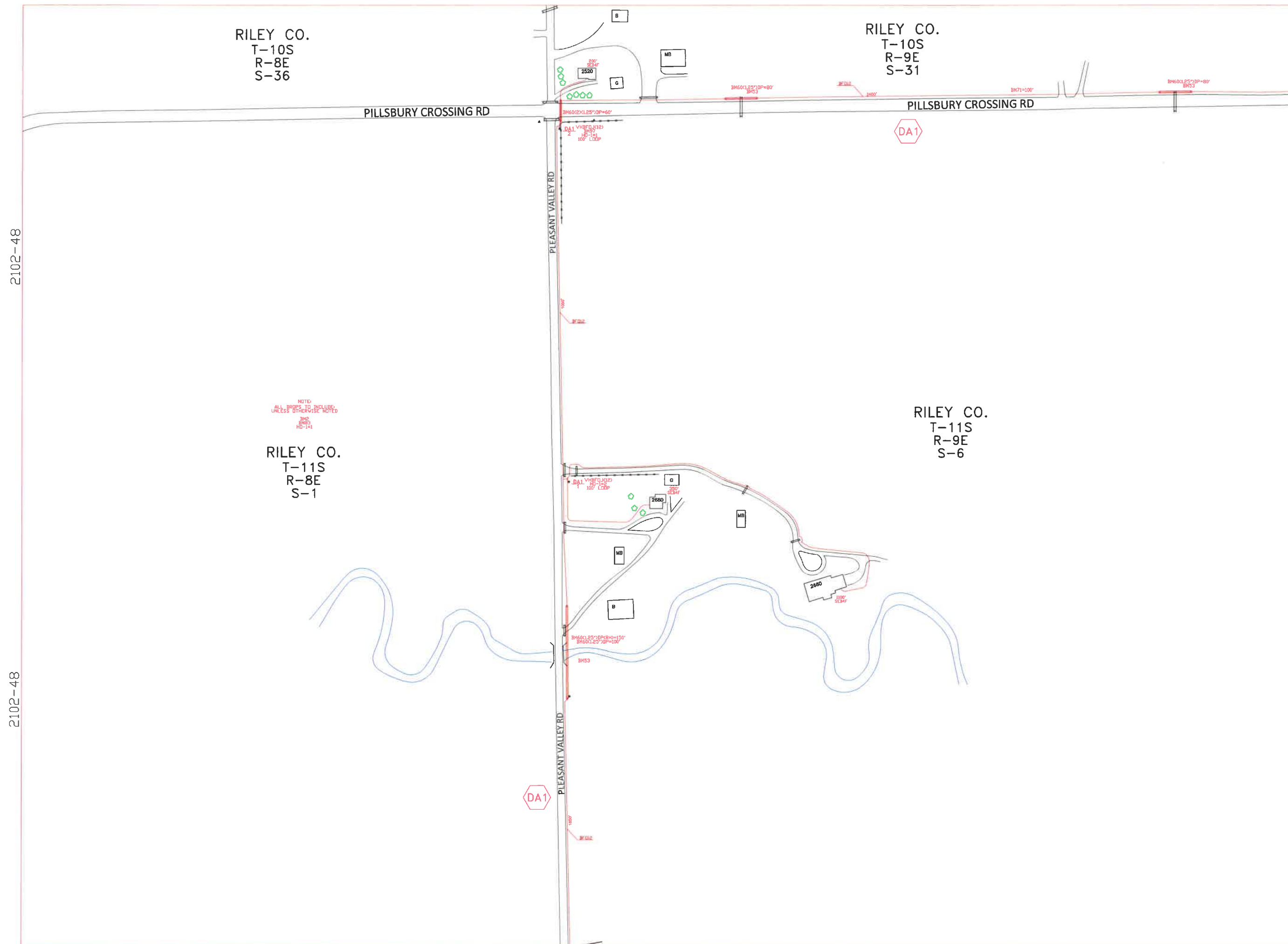
SCALE: 1" = 100'

HurTel Engineering

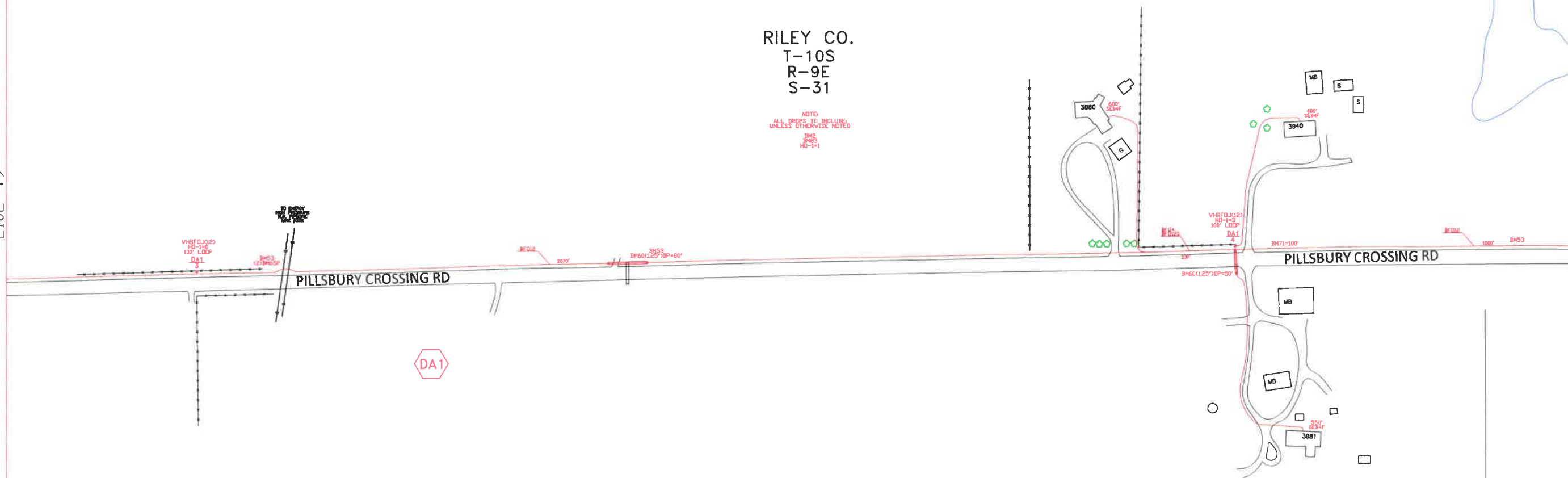
MAP#
2102-46

DATE:	
REVISIONS:	

PROJECT# 1592001	DATE: 9/29/04
WTC, INC.	DATE: 9/29/04
(SECTION VIEW)	DATE: 9/29/04
AWN BY: BRIAN SMITH	DATE: 9/29/04
DESIGNED BY: BRIAN SMITH	DATE: 9/29/04
CHECKED BY: BRIAN SMITH	DATE: 9/29/04
PROVED BY: BRIAN SMITH	DATE: 9/29/04



PROJECT # 1592001 WTC, INC. (SECTION VIEW)		DATE: 9/29/04 BY: _____ CHECKED BY: _____ DATE: _____	
		DATE: _____ BY: _____ CHECKED BY: _____ DATE: _____	
REVISIONS:		DATE:	



RILEY CO.
T-10S
R-9E
S-31

NOTE:
ALL DROPS TO INCLUDE
UNLESS OTHERWISE NOTED

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BM83
HO-1(=)

RILEY CO.
T-11S
R-9E
S-6

MAP# 2102-49	
LEGEND = AN UNDERGROUND SPLICE (LOS)  B02 (SMALL CIRCLE INDICATES MOUNTED TO POLE)  B03  B06  B07  PROB  PRO12  CATV PEDESTAL  B05C SERVING AREA INTERFACE (SAI) HWPQ(??) OR HWPQ MANHOLE COVER UNDERGROUND MANHOLE (SIZE SPECIFIED INSIDE) MPT = MULTI-PORT TERMINAL FIBER CABLE 80-250' = PORT CABLE SIZE AND LENGTH 1-8 = FIBER COUNT AT PEDESTAL ROUTE SYMBOL:  BRIDGE  CULVERT  POWER POLE  1403  378  3-23 CUSTOMER NUMBER/ADDRESS CUSTOMER CABLE PAIR/FIBER NUMBER BURIED DROP WITH DROP FOOTAGE DROP SIZE SCALE: 1" = 100'	
MAP# 2102-49	
DATE:	
REVISIONS:	
PROJECT# 1592001 WTC, INC. (SECTION VIEW)	DATE: 9/29/04 DRAWN BY: BRIAN SMITH CHECKED BY: DATE: DATE: DATE:
Packet	



MAP#

2102-50

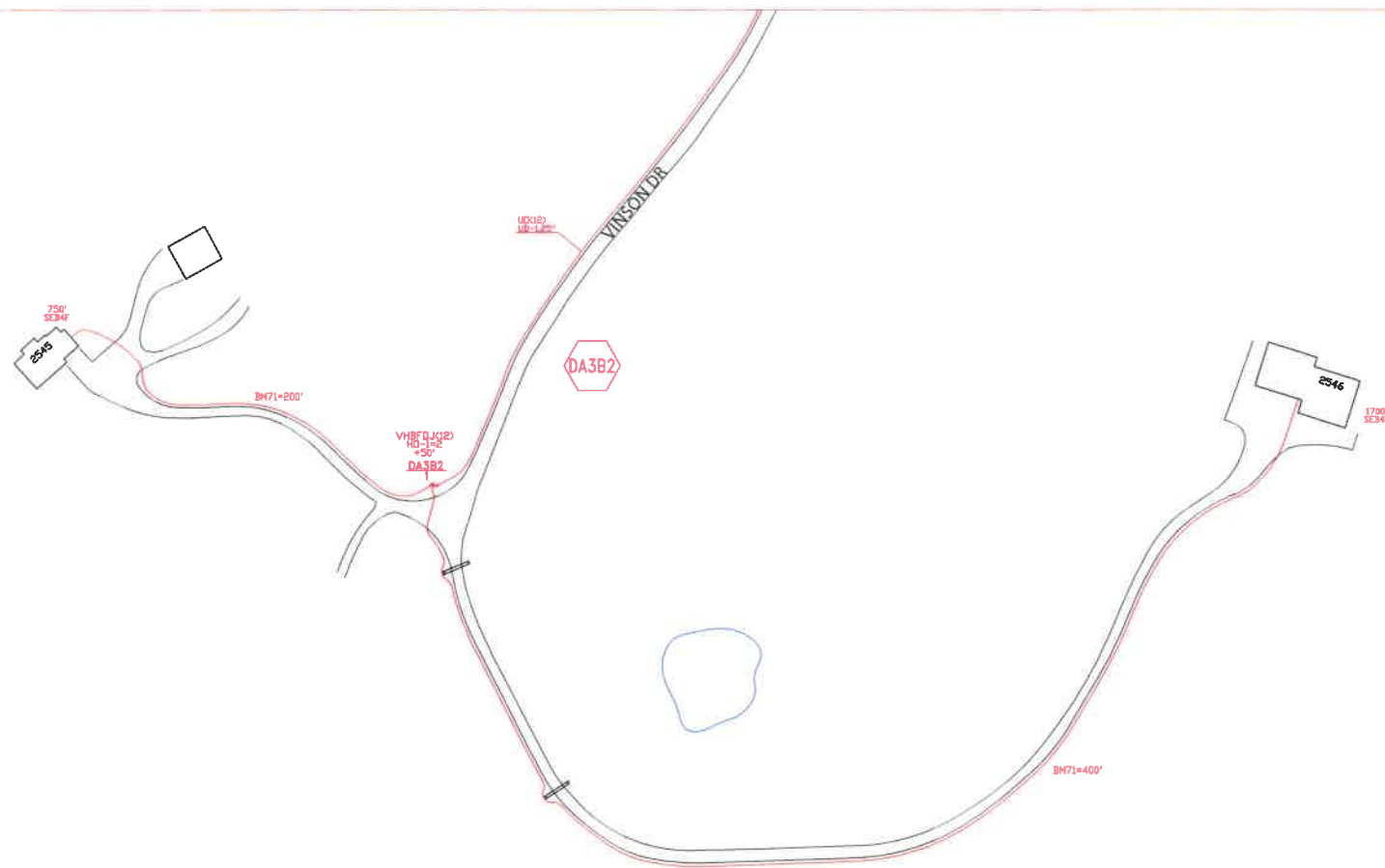
LEGEND

• AN UNDERGROUND SPLICE (UGS)

B03 (SMALL CIRCLE INDICATES MOUNTED TO POLE)
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2102-51

2102-51



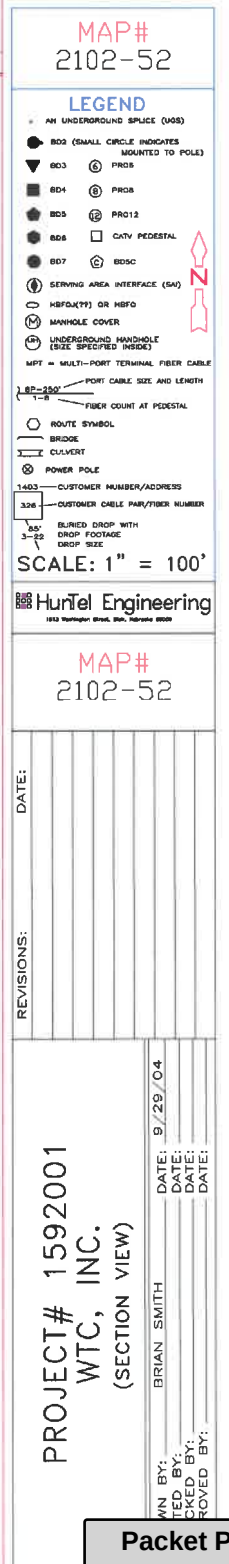
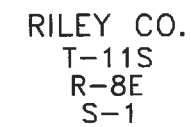
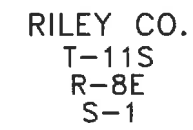
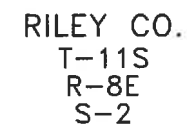
NOTE:
ALL DROPS TO INCLUDE,
UNLESS OTHERWISE NOTED

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BM83
HO-1-1

RILEY CO.
T-11S
R-8E
S-3

RILEY CO.
T-11S
R-8E
S-2

[illegible]



NOTE:
ALL DROPS TO INCLUDE,
UNLESS OTHERWISE NOTED
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BM43
HQ-1=1



DANIELS DR

2102-53

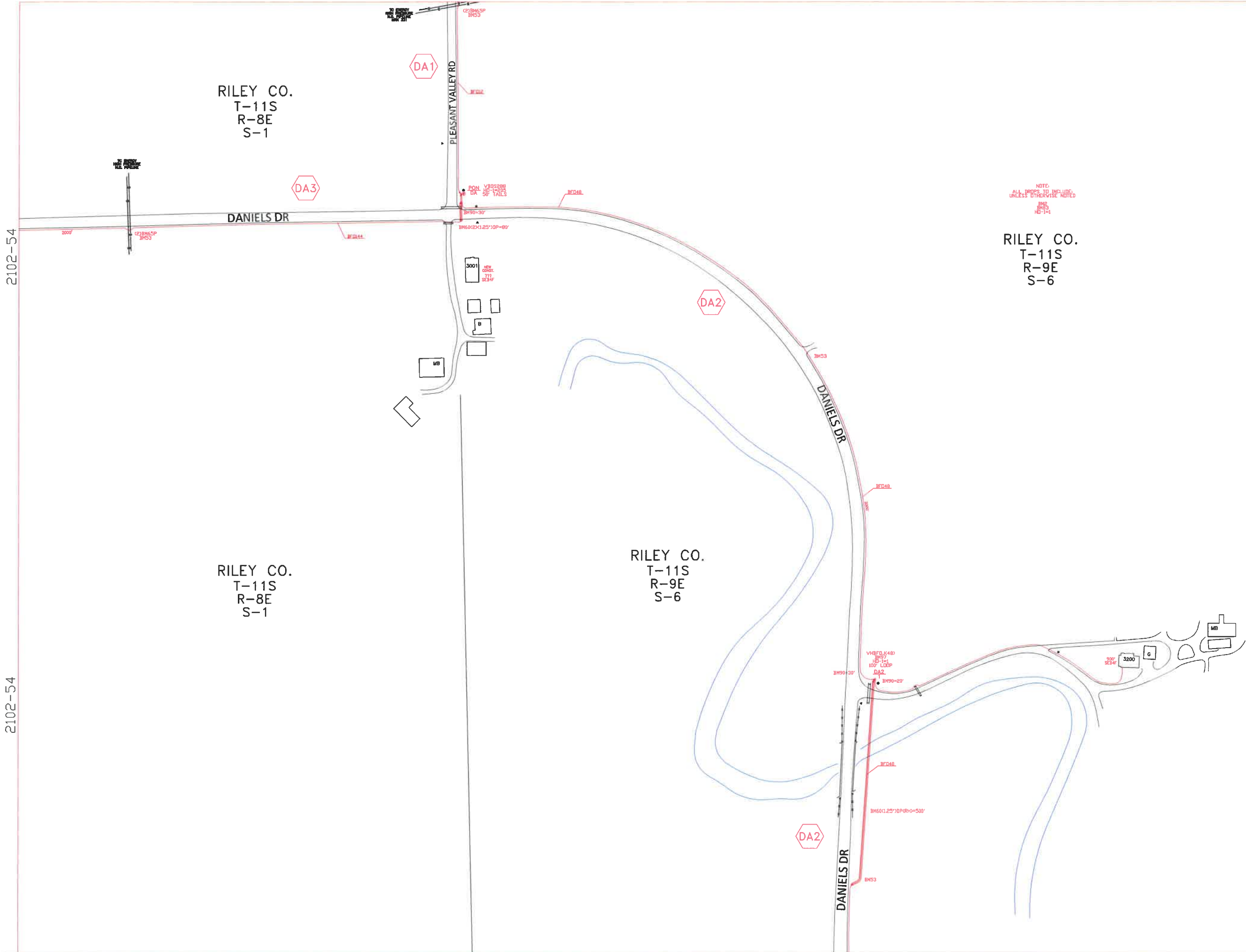
LEGEND

- SCALE: 1" = 100'

MAP#
2102-53

REVISIONS:

OWN BY:	BRIAN SMITH	DATE:	9/29/04
ED BY:		DATE:	
CKED BY:		DATE:	
ROVED BY:		DATE:	



NOTE:
ALL DROPS TO INCLUDE,
UNLESS OTHERWISE NOTED

BM2
BM3
HQ-1=1

RILEY CO.
T-11S
R-9E
S-6

RILEY CO.
T-11S
R-8E
S-1

RILEY CO.
T-11S
R-8E
S-1

RILEY CO.
T-11S
R-9E
S-6

MAP#
2102-54

LEGEND

- ▲ AN UNDERGROUND SPLICE (MS)
- BD2 (SMALL CIRCLE INDICATES MOUNTED TO POLE)
- BD3 () FIBRO
- BD4 () FIBRO
- BD6 () PRO12
- BD6 () CAVY PEDESTAL
- BD7 () BDSC
- SERVING AREA INTERFACE (SAI)
- HBD4(175) OR HBD5
- (M) MANHOLE COVER
- UNGROUNDING HAND-HOLD (SPECIFIED HEIGHT)
- MPT = MULTI-PORT TERMINAL, FIBER CABLE
- PORT CABLE SIZE AND LENGTH
- FIBER CABLE AT PEDESTAL
- ROUTE SYMBOL
- BRIDGE
- CULVERT
- POWER POLE
- 1403 CUSTOMER NUMBER/ADDRESS
- 326 CUSTOMER CABLE PAIR/FIBER NUMBER
- BURNED DROP WITH DROP FOOTAGE
- 3-23 DROP SIZE

SCALE: 1" = 100'

HunTel Engineering
1613 Redington Road, Ste. 1000, St. Petersburg, FL 33704

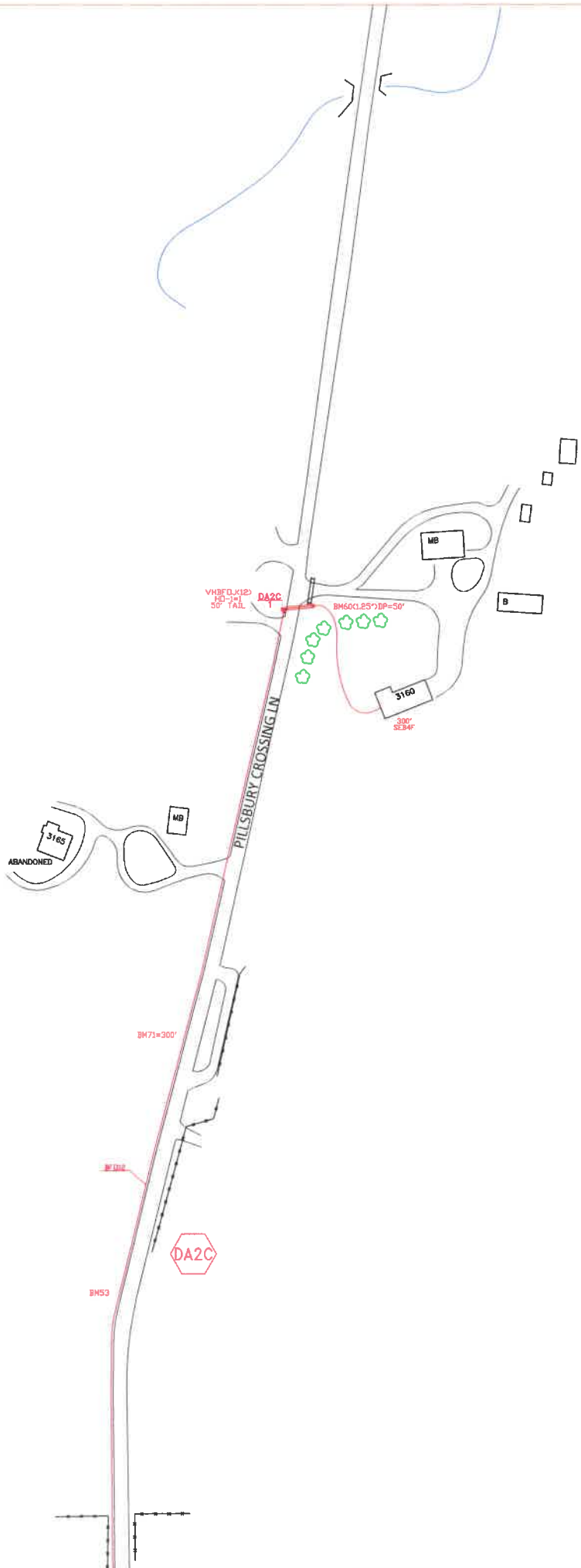
MAP#
2102-54

DATE:

REVISIONS:

PROJECT# 1592001
WTC, INC.
(SECTION VIEW)

OWN BY: BRIAN SMITH DATE: 9/29/04
 TED BY: DATE:
 CKED BY: DATE:
 ROVED BY: DATE:



NOTE:
ALL DROPS TO INCLUDE,
UNLESS OTHERWISE NOTED

BM2
BM3
HD-1=1

MAP#
2102-55

LEGEND

- AN UNDERGROUND SPLICE (UGS)
- RD2 (SMALL CIRCLE INDICATES MOUNTED TO POLE)
 - RD3 PROB
 - RD4 PROB
 - RD5 PRO12
 - RD6 CATV PEDESTAL
 - RD7 BOSC
 - SERVING AREA INTERFACE (SAI)
 - HSFD(??) OR HSFD
 - MANHOLE COVER
 - UNDERGROUND HANDHOLE (SIZE SPECIFIED INSIDE)
- MPT = MULTI-PORT TERMINAL FIBER CABLE

Diagram illustrating a cable label format:

- PORT CABLE SIZE AND LENGTH: 8P-250'
- FIBER COUNT AT PEDestal: 1-8

	ROUTE SYMBOL
	BRIDGE
	CULVERT

⊗ POWER POLE

1403—CUSTOMER NUMBER/ADDRESS

328 CUSTOMER CABLE PAIR/FIBER NUMBER

85' BURIED DROP WITH
2-22 DROP FOOTAGE

SCALE: 1" = 100'

HunTel Engineering
1813 Kensington Street, Suite, Indianapolis 46206

MAP#
2102-55

REVISIONS: _____ DATE: _____

PROJECT# 1592001
WTC, INC.
(SECTION VIEW)

OWN BY: BRIAN SMITH DATE: 9/29/08
 CREDITED BY: DATE: _____
 CHECKED BY: DATE: _____
 APPROVED BY: DATE: _____

2102-56

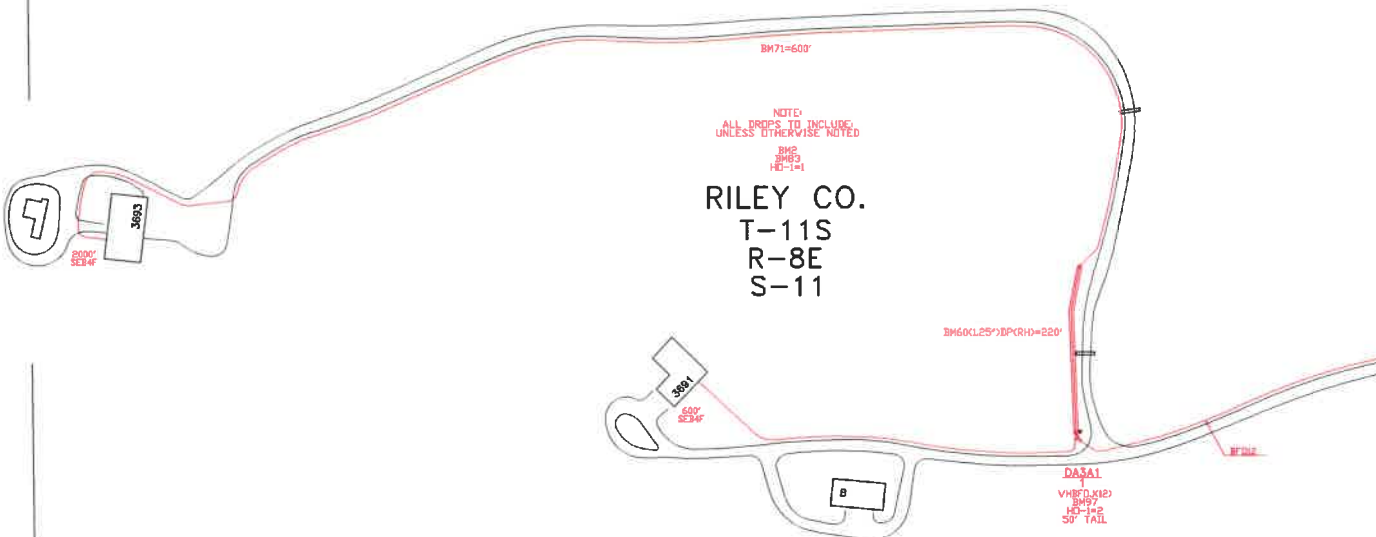
2102-56

RILEY CO.
T-11S
R-8E
S-3

RILEY CO.
T-11S
R-8E
S-2

RILEY CO.
T-11S
R-8E
S-10

RILEY CO.
T-11S
R-8E
S-11



MAP#
2102-56

LEGEND

- AN UNDERGROUND SPLICE (UGS)
- | | |
|---|--|
|  | B03 (SMALL CIRCLE INDICATES MOUNTED TO POLE) |
|  | B04 (A) PRO8 |
|  | B04 (B) PRO8 |
|  | B05 (C) PRO12 |
|  | B06 (D) CATV PEDESTAL |
|  | B07 (E) BOSC |
|  | (F) SERVING AREA INTERFACE (SAI) |
|  | HEFOU(??) OR HBFO |
|  | MANHOLE COVER |
|  | UNDERGROUND HANDHOLE (SIZE SPECIFIED INSIDE) |
- AMPT = MULTI-PORT TERMINAL FIBER CABLE
- 8P-250' = PORT CABLE SIZE AND LENGTH
- 1-B = FIBER COUNT AT PEDESTAL

SCALE: 1" = 10'

 HunTel Engineering

MAP#
2102-56

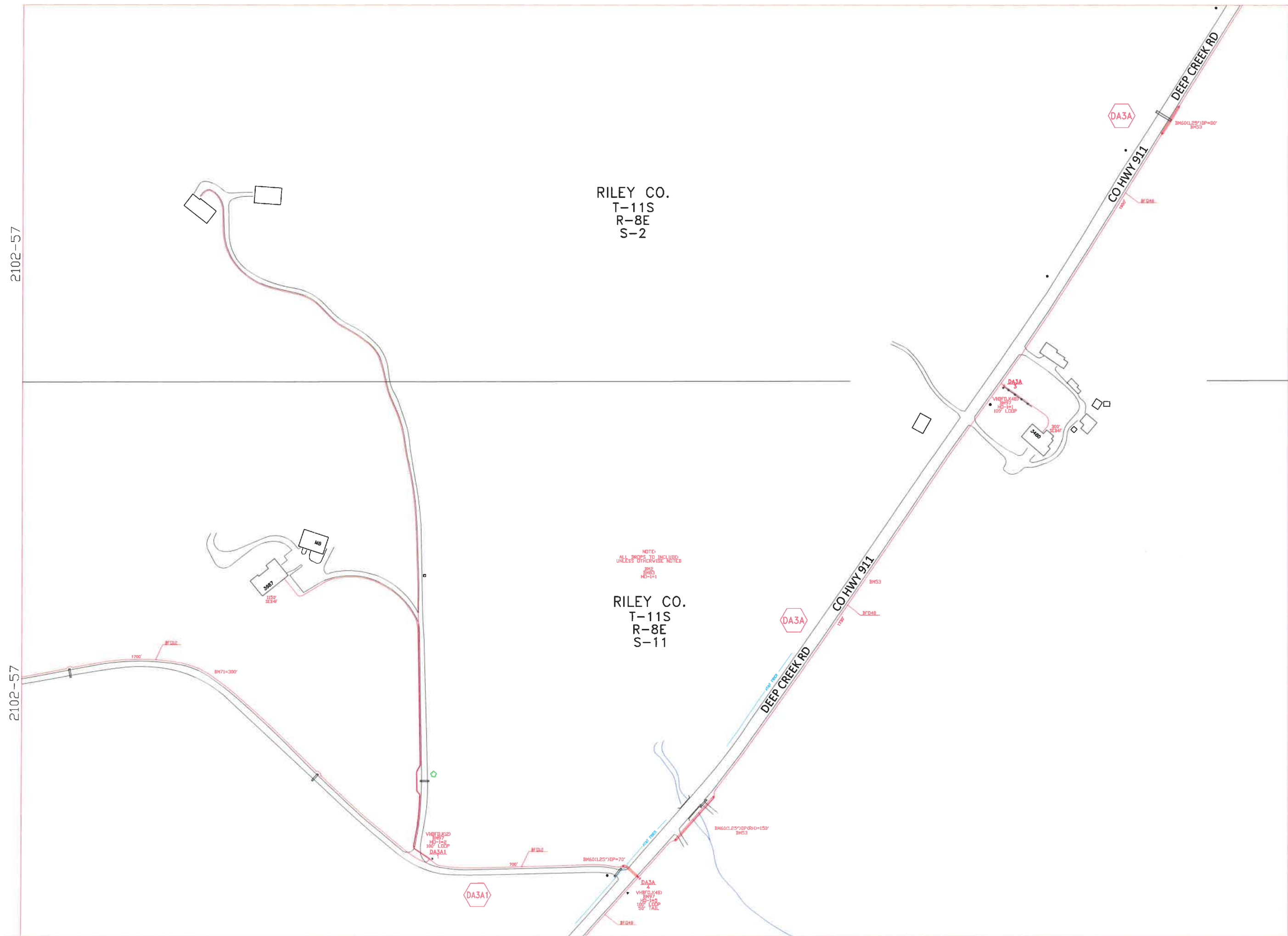
DATE:

REVISIONS:

ECT# 1592001
WTC, INC.
(SECTION VIEW)

IN BY: BRIAN SMITH DATE: 9/29/04
ED BY: DATE:
KED BY: DATE:

Packet Pg. 37



MAP#
2102-57

LEGEND

• AN UNDERGROUND SPLICE (UGS)

● B02 (SMALL CIRCLE INDICATES MOUNTED TO POLE)

▼ B03

ⓐ PRO6

■ B04

ⓑ PRO6

⦿ B05

ⓓ PRO12

⦿ B06

□ CARV PEDESTAL

⦿ B07

ⓔ B06C

○ SERVING AREA INTERFACE (SAI)

○ HSB04(?) OR HSB70

⊗ MANHOLE COVER

⊗ UNDERGROUND HANDHOLE (SIZE SPECIFIED INSIDE)

MPT = MULTI-PORT TERMINAL FIBER CABLE

30-200

— FIBER COUNT & PEDESTAL

1-0

— FIBER COUNT & PEDESTAL

○ ROUTE SYMBOL

⊗ CULVERT

⊗ POWER POLE

1403

— CUSTOMER NUMBER/ADDRESS

326

— CUSTOMER CABLE PAIR/FIBER NUMBER

35-33

— BURIED DROP WITH DROP FOOTAGE

3-33

— DROP SIZE

SCALE: 1" = 100'

HuntTel Engineering

1613 Washington Blvd., San Francisco, CA 94103

MAP#
2102-57

DATE:

REVISIONS:

PROJECT# 1592001
WTC, INC.
(SECTION VIEW)

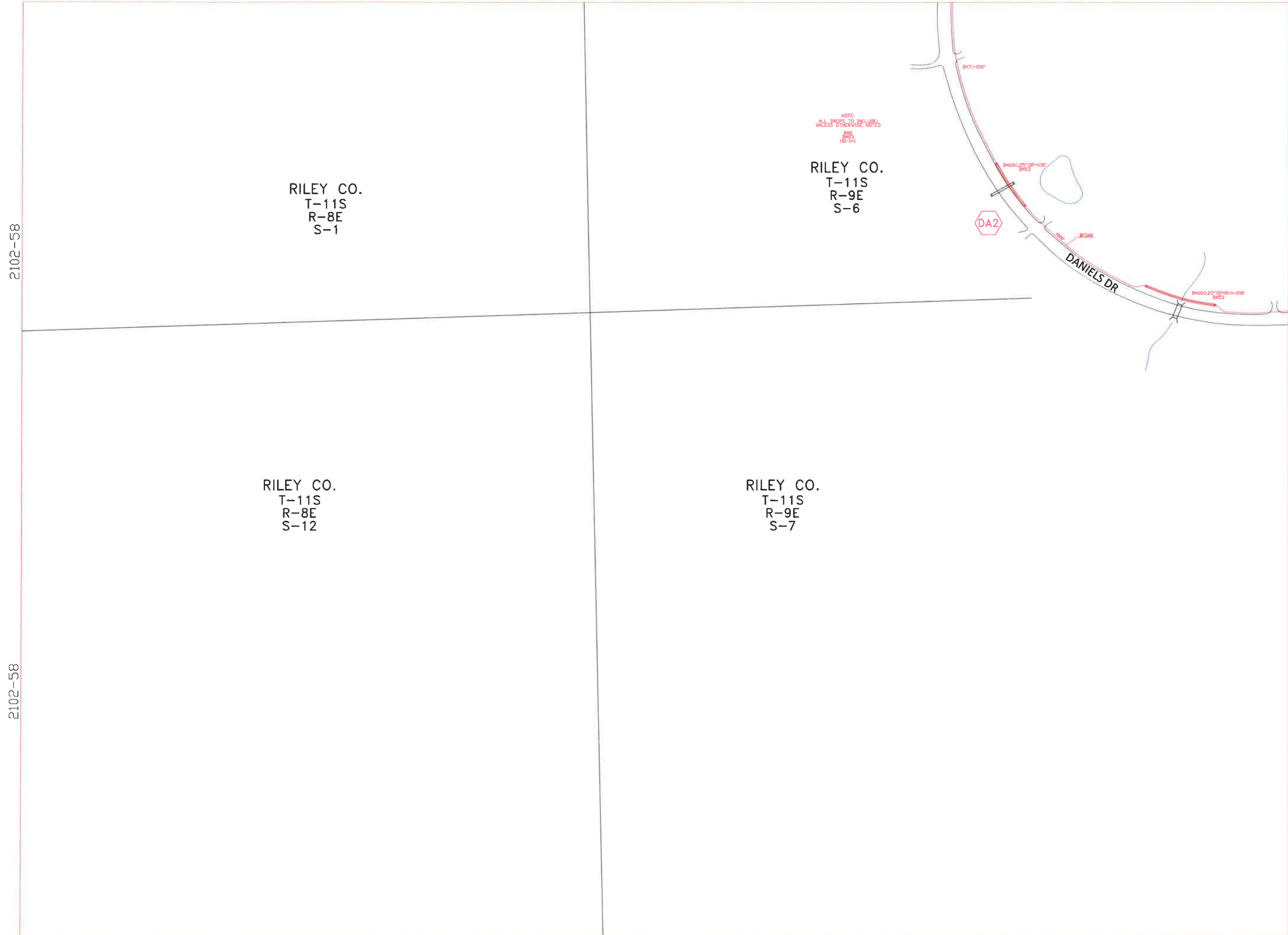
DATE: 9/29/04

DRAWN BY: BRIAN SMITH

CHECKED BY:

APPROVED BY:

Packet



PROJECT# 1592001

WTC, INC.

(SECTION VIEW)

DATE: 9/29/04

WJ BY: _____

CKD BY: _____

REV BY: _____

REVISIONS:

DATE:

2102-59

2102-59

RILEY CO.
T-11S
R-9E
S-6

MB

3760
25'x
35'x

VHBFJL48
HD-125
50' TAIL
DA2
3

BH601.25"DP=150'
BH53

BH24

BH601.25"DP=150'
BH53

DANIELS DR

3980
43'x
32'x

VHBFJL48
HD-125
50' TAIL
DA2
4

BH601.25"DP=76'
BH53

DA2B

ROLLING HILLS LN

BH24

BH601.25"DP=60'
BH53

DA2B

ROLLING HILLS LN

VHBFJL48
HD-125
50' TAIL
DA2

BH601.25"DP=130'
BH53

BH24

DA2A

LETTER ROCK RD

BH24

BH53

DA2A

DANIELS DR

DA2

NOTE:
ALL DROPS TO INCLUDE
UNLESS OTHERWISE NOTED
BMS
HD-1-1

RILEY CO.
T-11S
R-9E
S-7

5.a

MAP#
2102-59

LEGEND

- AN UNDERGROUND SPICE (UGS)
- SD2 (SMALL CIRCLE INDICATES MOUNTED TO POLE)
- SD3 PRO6
- SD4 PRO8
- SD5 PRO12
- SD6 CATV PEDESTAL
- SD7 BOSC
- SERVING AREA INTERFACE (SAI)
- HEFO(JCT) OR HSF0
- MANHOLE COVER
- UNDERGROUND MANHOLE (SIZE SPECIFIED IN NOTES)
- MPT - MULTI-PORT TERMINAL FIBER CABLE
- PORT CABLE SIZE AND LENGTH
- FIBER COUNT AT PEDESTAL
- ROUTE SYMBOL
- BRIDGE
- CULVERT
- POWER POLE
- 1403 - CUSTOMER NUMBER/ADDRESS
- 326 - CUSTOMER CABLE PAIR/FIBER NUMBER
- BURIED DROP WITH DROP FOOTAGE DROP SIZE

SCALE: 1" = 100'

HunTel Engineering

MAP#
2102-59

DATE:

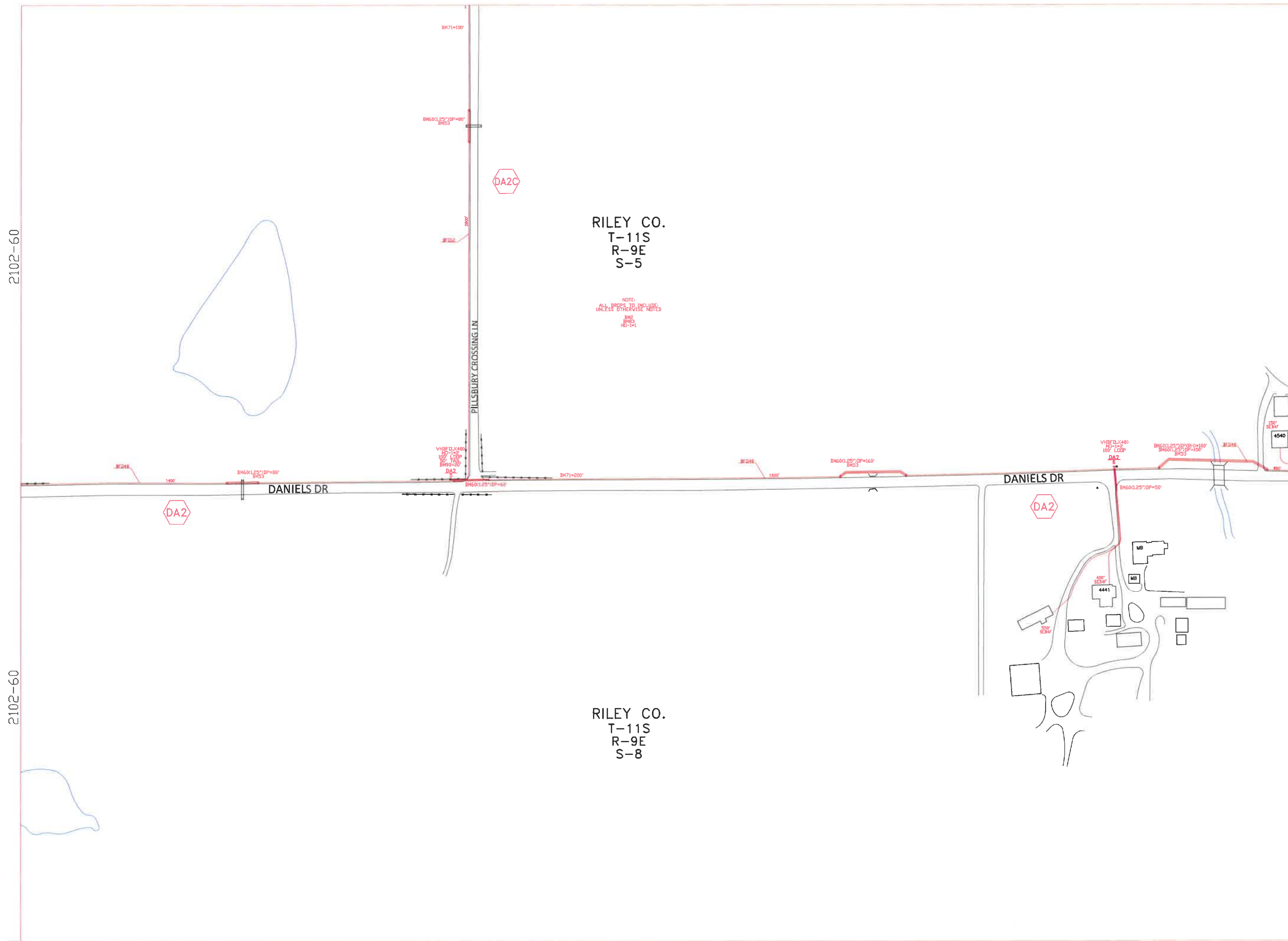
REVISIONS:

PROJECT# 1592001
WTC, INC.
(SECTION VIEW)

DATE: 9/29/04
BRIAN SMITH
DATE:
DATE:
DATE:
DATE:

Packet Pg. 40

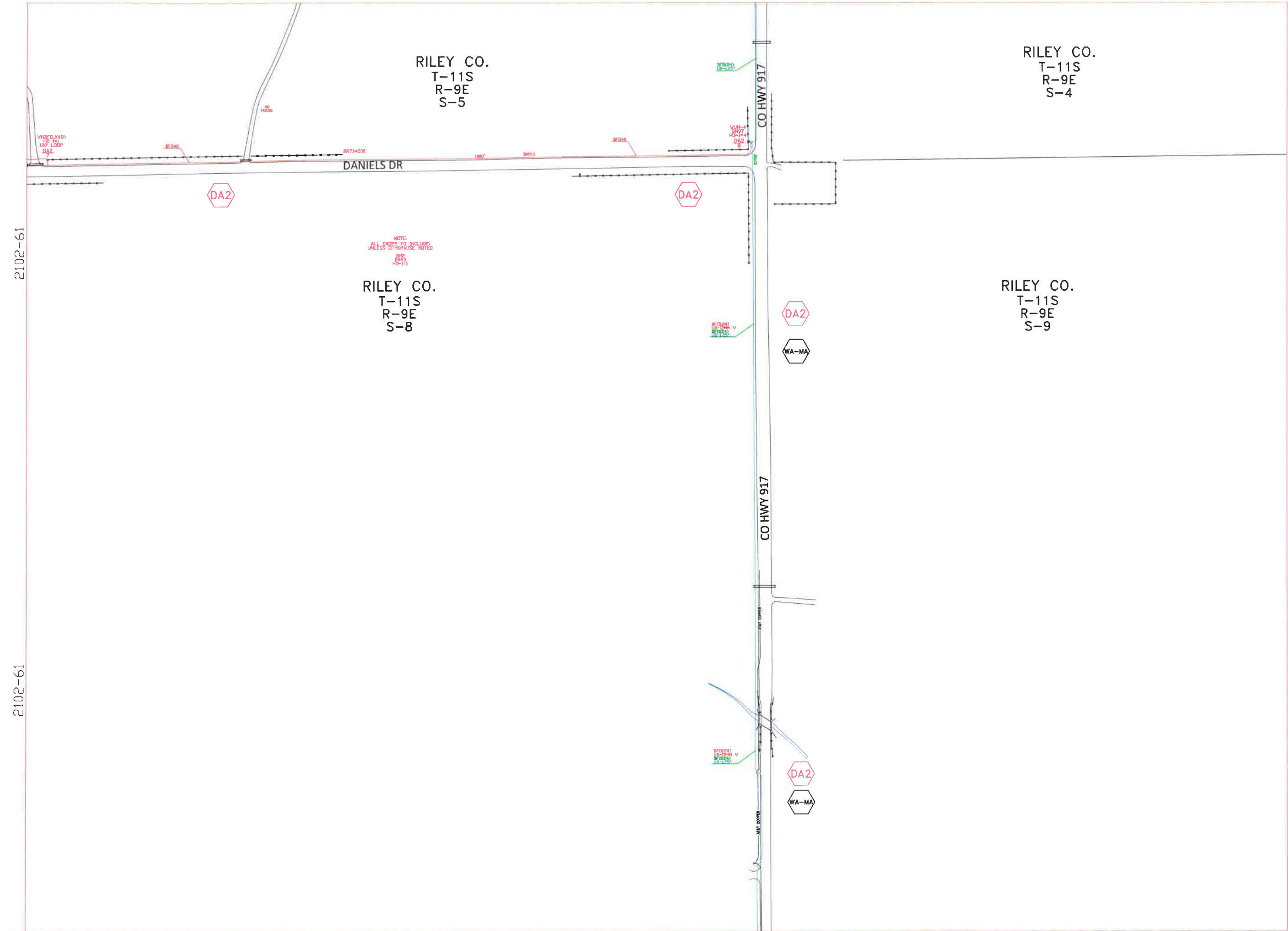
Attachment: 09.24.21_WTC_Additional New Fiber Optic Cable (11186 : Highway Use Permit)



MAP# 2102-60	
LEGEND ● AN UNDERGROUND SPLICE (405) ▲ B03 (SMALL CIRCLE INDICATES MOUNTED TO POLE) ▼ B04 (6) PROB ● B04 (6) PROB ● B05 (12) PROB/2 ● B06 □ DATA PEDESTAL ● B07 (6) BOSC ① SERVING AREA INTERFACE (54) ② INFO/UPS OR INFO ③ MANHOLE COVER ④ UNDERGROUND MANHOLE (SIZE SPECIFIED INSIDE) MPT = MULTI-PORT TERMINAL FIBER CABLE 1" - 250' = PORT CABLE SIZE AND LENGTH 1 - 5 = FIBER COUNT AT PEDESTAL ○ ROUTE SYMBOL — BRIDGE — CULVERT ● POWER POLE 1403 — CUSTOMER NUMBER/ADDRESS 328 — CUSTOMER CABLE PAIR/FIBER NUMBER 3' — BURIED DROP WITH DROP FOOTAGE 3-23 — DROP SIZE	
SCALE: 1" = 100'	
Huntel Engineering 1613 Huntington Drive, West, Toronto M6H 0B6	
MAP# 2102-60	
DATE:	
REVISIONS:	
PROJECT# 1592001 WTC, INC. (SECTION VIEW)	WIN BY: BRIAN SMITH DATE: 9/29/04 DESIGNED BY: CHECKED BY:

2102-61

2102-61



MAP#
2102-61

LEGEND

AN UNDERGROUND SPLICE (UGS)

BD2 (SMALL CIRCLE INDICATES MOUNTED TO POLE)

BD3 PROB

BD4 PROB

BD5 PRO12

BD6 CATV PEDESTAL

BD7 BOSC

SERVING AREA INTERFACE (SA)

HBGL(TT) OR HBFO

MANHOLE COVER

UNDERGROUND MANHOLE (SEE SPECIFIED INFO)

WPT = MULTI-PORT TERMINAL FIBER CABLE

PORT CABLE SIZE AND LENGTH

1-5 FIBER COUNT AT PEDESTAL

ROUTE SYMBOL

BRIDGE

CULVERT

POWER POLE

1403 CUSTOMER NUMBER/ADDRESS

326 CUSTOMER CABLE PAIR/FIBER NUMBER

BURIED DROP WITH DROP FOOTAGE

DROP SIZE

SCALE: 1" = 100'

HunTel Engineering
1113 Washington Road, Ste. 200, Lincoln, NE 68502

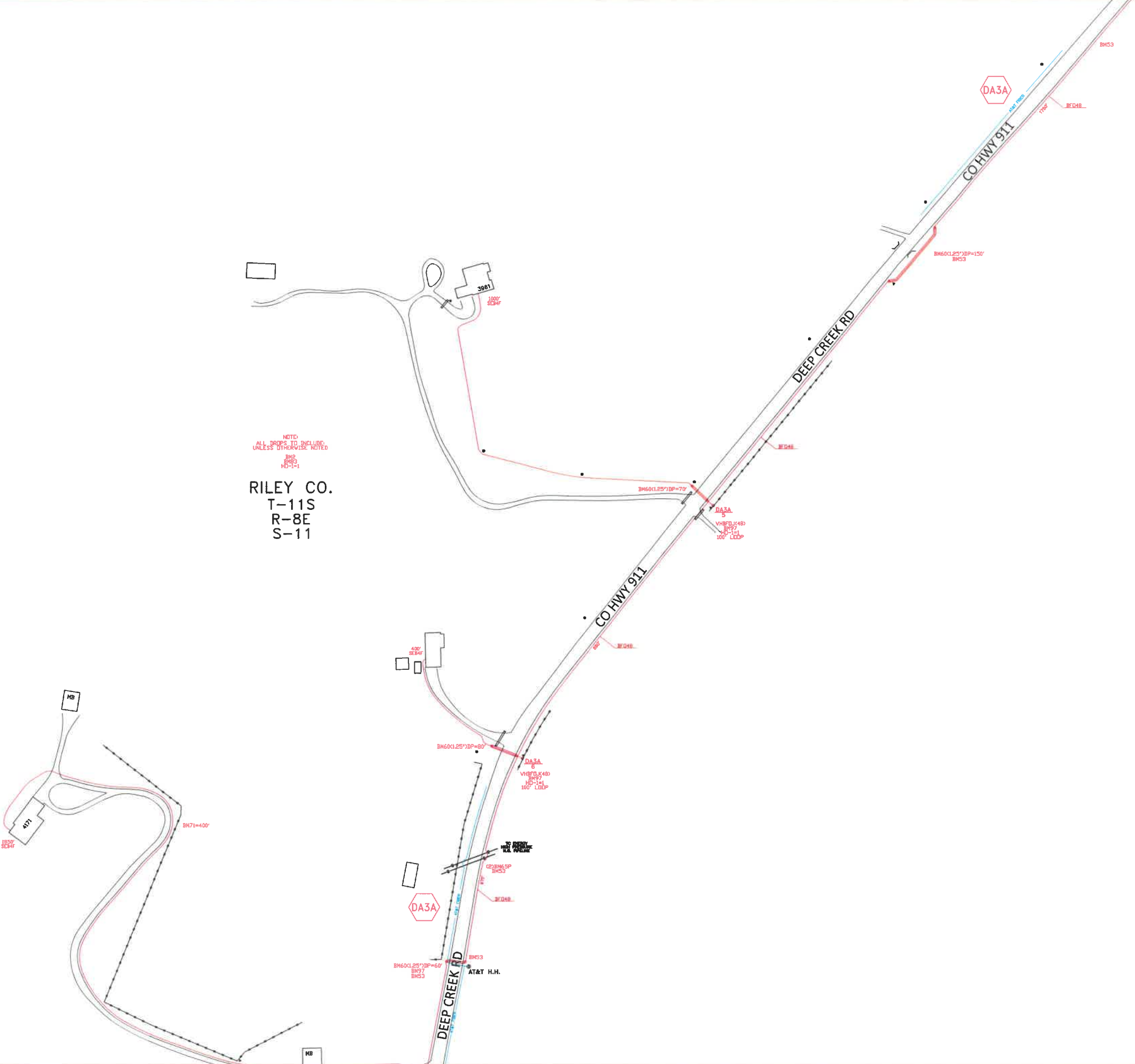
MAP#
2102-61

DATE:

REVISIONS:

PROJECT# 1592001
WTC, INC.
(SECTION VIEW)

DATE: 9/29/04
BY: BRIAN SMITH
CHECKED BY:
APPROVED BY:



NOTE:
ALL DROPS TO INCLUDE
UNLESS OTHERWISE NOTED

BM2
BM93
MD-1=1

RILEY CO
T-11S
R-8E
S-11

RILEY CO.
T-11S
R-8E
S-11

MAP#
2102-62

LEGEND

- ★ AN UNDERGROUND SPICE (UGS)
- 802 (SMALL CIRCLE INDICATES MOUNTED TO POLE)
- 803 (6) PRO8
- 804 (8) PRO8
- 805 (6) PRO12
- 808 (4) DATV PEDESTAL
- 807 (12) BDC5C
- SERVING AREA INTERLOCK (SA)
- HBCV(ET) OR HBCF
- M MANHOLE COVER
- UNDERGROUND HANDLE (DR. SCHEDULE NUMBER)
- MFT = MULTI-PORT TERMINAL FIBER CABLE
- NP=250' PORT CABLE SIZE AND LENGTH
- FIBER COUNT AT PEDESTAL
- ROUTE SYMBOL
- BRIDGE
- VALVE/VE
- POWER POLE
- 428 CUSTOMER NAME/ADDRESS
- 432 CUSTOMER CABLE PAIR/FIBER NUMBER
- BURIED DROP WITH DROP FOOTAGE DROP SIZE

SCALE: 1" = 100'

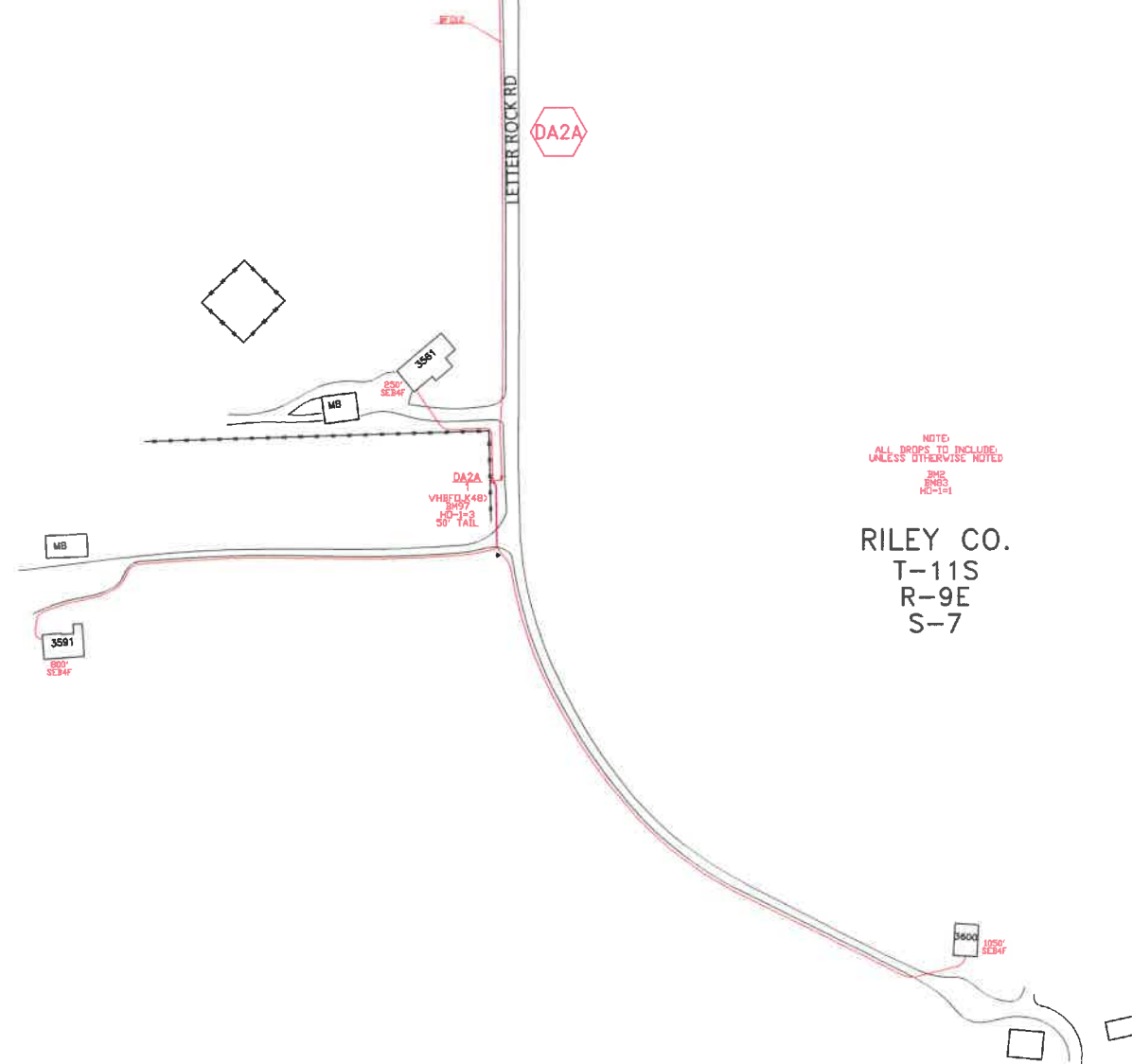
 HunTel Engineering
© 2008 HunTel Engineering, Inc. All rights reserved.

MAP#
2102-62

[illegible]

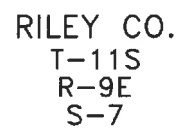
PROJECT# 1592001
WTC, INC.
(SECTION VIEW)

OWN BY: BRIAN SMITH DATE: 9/29/04
 ITED BY: DATE: _____
 CKED BY: DATE: _____
 ROVED BY: DATE: _____

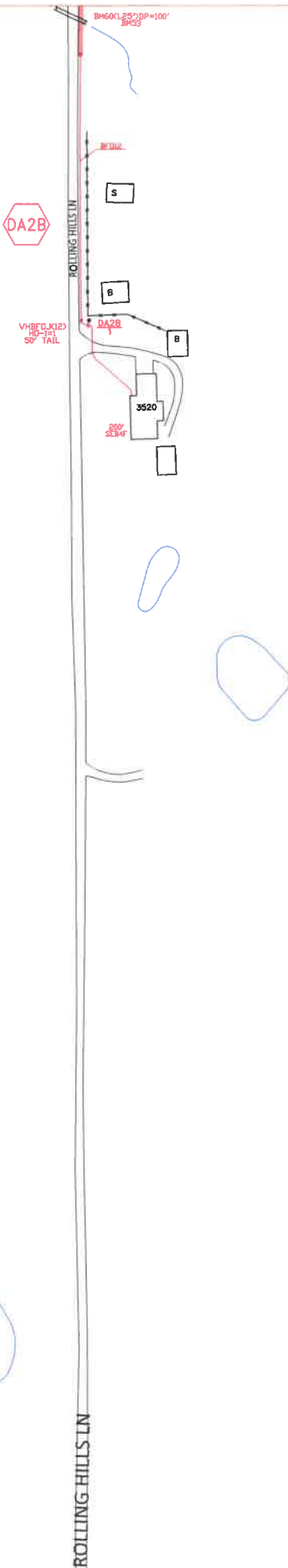


PROJECT# 1592001 WTC, INC. (SECTION VIEW)	DATE: 9/29/04 DRAWN BY: BRIAN SMITH CHECKED BY:																														
REVISIONS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;"> </td><td style="width: 45%;"> </td><td style="width: 50%;"> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>																															DATE: _____

2102-64



RILEY CO.
T-11S
R-9E
S-8



PROJECT# 1592001

WTC, INC.

(SECTION VIEW)

DATE: 9/29/04

DRAWN BY: BRIAN SMITH

CHECKED BY: _____

DATE: _____

APPROVED BY: _____

DATE: _____

DATE: _____

REVISIONS: _____

DATE: _____

APPROVED BY: _____

DATE: _____

PROJECT# 1592001

WTC, INC.

(SECTION VIEW)

DATE: 9/29/04

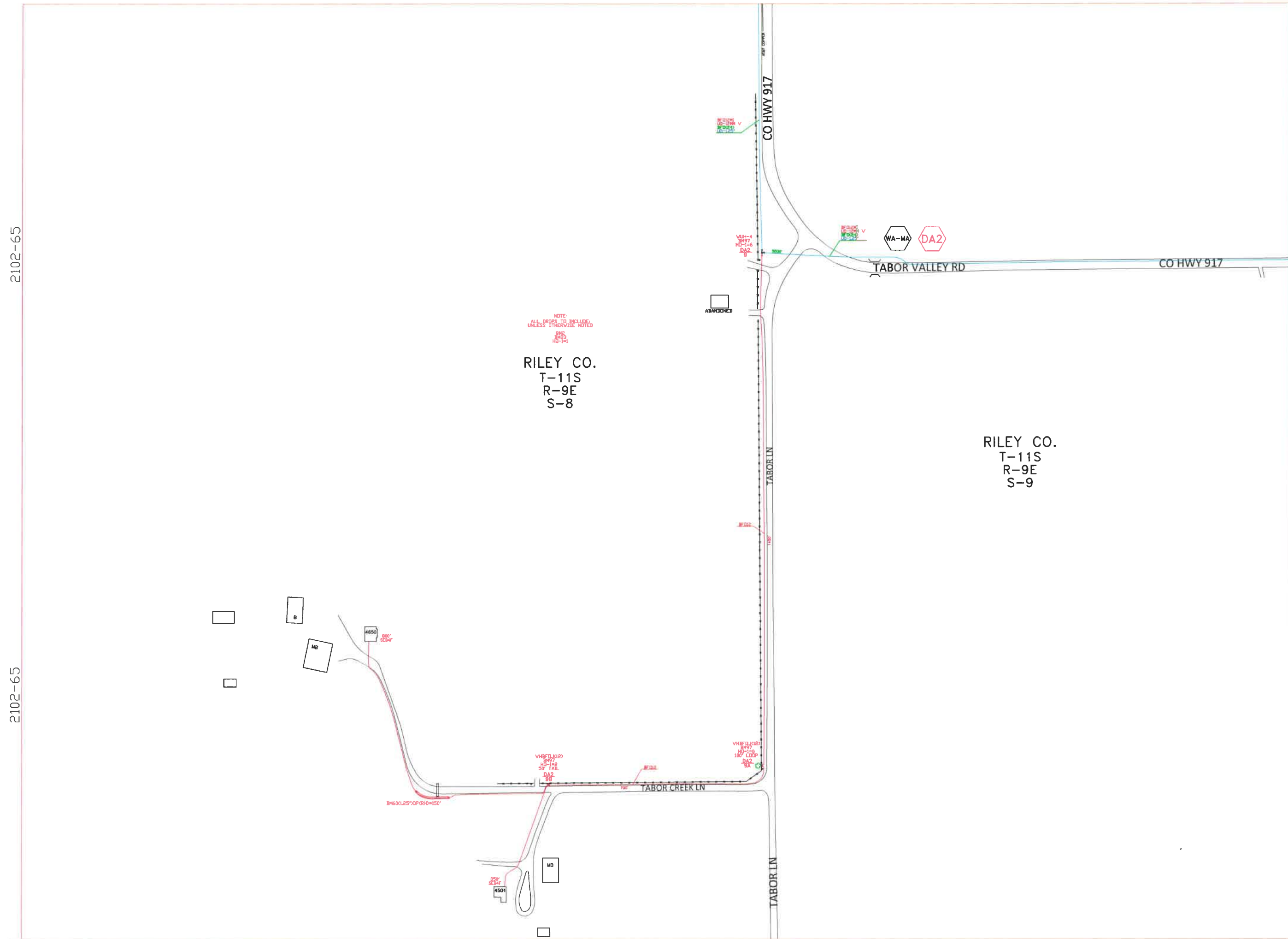
DRAWN BY: BRIAN SMITH

CHECKED BY: _____

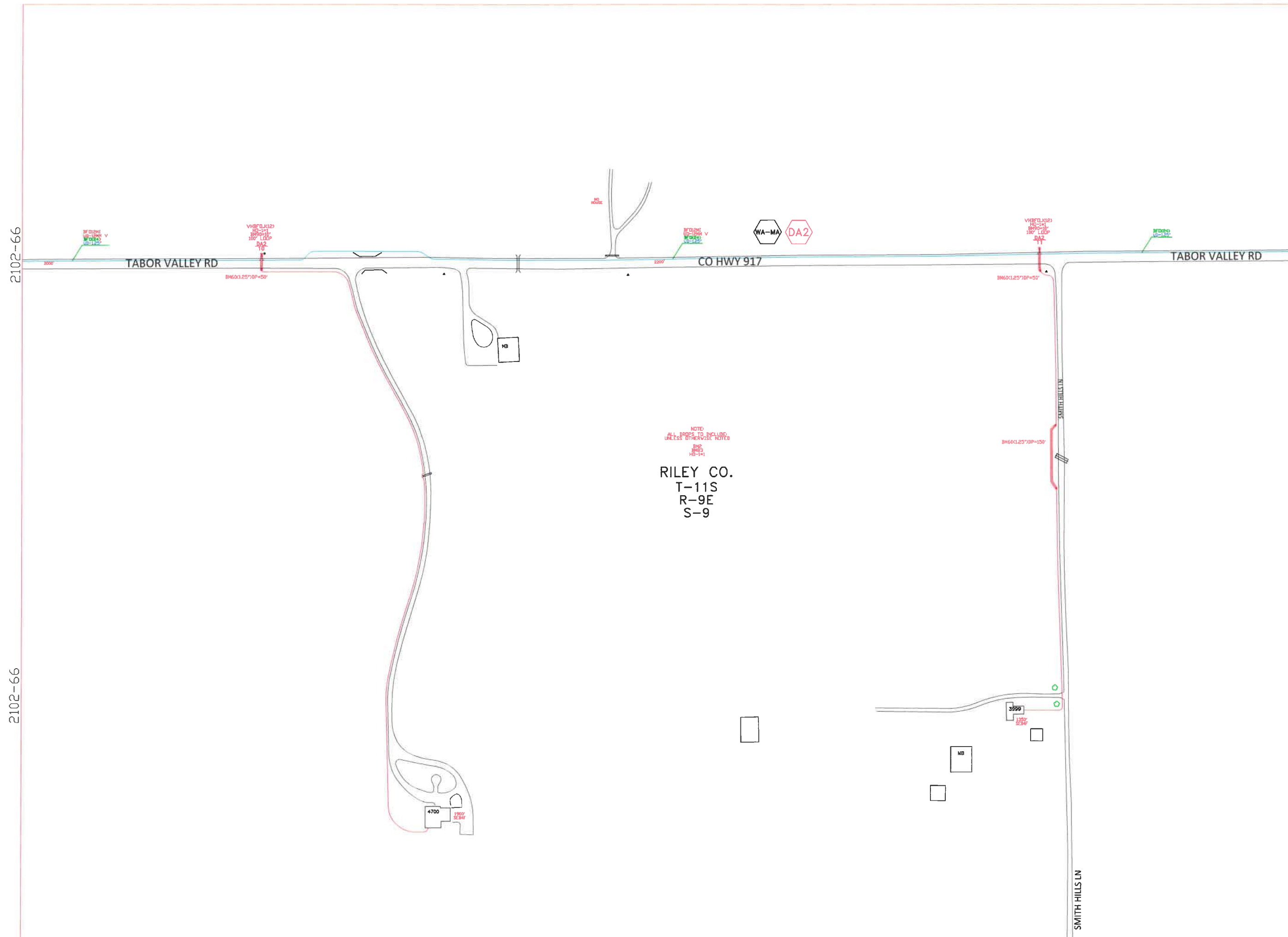
DATE: _____

APPROVED BY: _____

DATE: _____



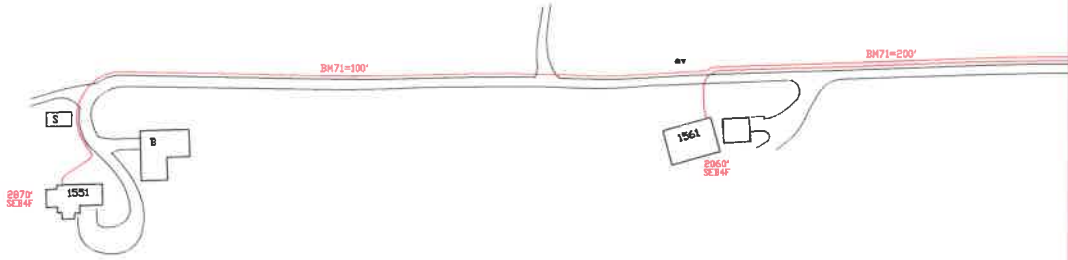
MAP# 2102-65			
LEGEND			
• AN UNDERGROUND SURFACE (UGS) ● B02 (SMALL CIRCULE ROUTES ACQUITTED TO POLY) ● B03 () PRO6 ■ B04 () PRO6 ● B05 () PRO12 ● B06 () CATV FEEDBACK ● B07 () B50C ○ SERVING AREA INTERFACE (SAI) ○ HIRFOU(CY) OR HIRFO ○ MANHOLE COVER ○ UNDERGROUND HANDHOLE (SIZE SPECIFIED INSIDE) - MPT = MULTI-PORT TERMINAL FIBER CABLE 2" - 250' PORT CABLE SIZE AND LENGTH 1 - 5 FIBER COUNT AT PEDESTAL ○ ROUTE SYMBOL ○ BRIDGE ○ CULVERT ○ POWER POLE	Z 1403 - CUSTOMER NUMBER/ADDRESS 325 - CUSTOMER CABLE PAIR/FIBER NUMBER 3-32 BURIED DROP WITH DROP FOOTAGE DROP SIZE		
SCALE: 1" = 100'			
HuntTel Engineering 1613 Kensington Street, Rock, Ontario M9B 5B5			
MAP# 2102-65			
DATE: _____ REVISIONS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; text-align: center; vertical-align: top;"> PROJECT# 1592001 WTC, INC. (SECTION VIEW) </td> <td style="width: 60%; text-align: right; vertical-align: top;"> DATE: 9/29/04 DATE: _____ DESIGNED BY: _____ CHECKED BY: _____ DRAWN BY: _____ DATE: _____ DATE: _____ DATE: _____ </td> </tr> </table>		PROJECT# 1592001 WTC, INC. (SECTION VIEW)	DATE: 9/29/04 DATE: _____ DESIGNED BY: _____ CHECKED BY: _____ DRAWN BY: _____ DATE: _____ DATE: _____ DATE: _____
PROJECT# 1592001 WTC, INC. (SECTION VIEW)	DATE: 9/29/04 DATE: _____ DESIGNED BY: _____ CHECKED BY: _____ DRAWN BY: _____ DATE: _____ DATE: _____ DATE: _____		



PROJECT # 1592001 WTC, INC. (SECTION VIEW)	DATE: 9/29/04 DESIGNED BY: BRIAN SMITH CHECKED BY: DATED BY: REVISED BY:	MAP# 2102-66 HUNTEL ENGINEERING 1413 HUNTERGLEN DRIVE, SUITE 1000, AUSTIN, TEXAS 78741
	SCALE: 1" = 100'	

2102-67

2102-67



NOTE:
ALL DROPS TO INCLUDE
UNLESS OTHERWISE NOTED

BH2
BH83
HO-1-1

RILEY CO.
T-11S
R-8E
S-10

RILEY CO.
T-11S
R-8E
S-15

MAP#
2102-67

LEGEND

● B02 SMALL CIRCLE INDICATES
+ AN UNDERGROUND SIGNAL (M05)

▼ B03 ① P006

■ B04 ② P008

● B05 ③ P012

● B06 □ C01 PEDESTAL

● B07 ④ B09C

⑤ SERVING AREA INTERFACE (S40)

⑥ HDFO(PT) OR HBFO

⑦ MANHOLE COVER

⑧ UNDERGROUND HANDLE
(SIZE SPECIFIED INSIDE)

MPT = MULTI-PORT TERMINAL FIBER CABLE

1-8" = 200' FIBER CABLE SIZE AND LENGTH

1-8" = 200' FIBER COUNT AT PEDESTAL

○ ROUTE SYMBOL

○ BRIDGE

○ CULVERT

⊗ POWER POLE

1433 CUSTOMER NUMBER/ADDRESS

1206 CUSTOMER CABLE PART/USER NUMBER

3-23 BURIED DROP WITH
DROP FOOTAGE
DROP SIZE

SCALE: 1" = 100'

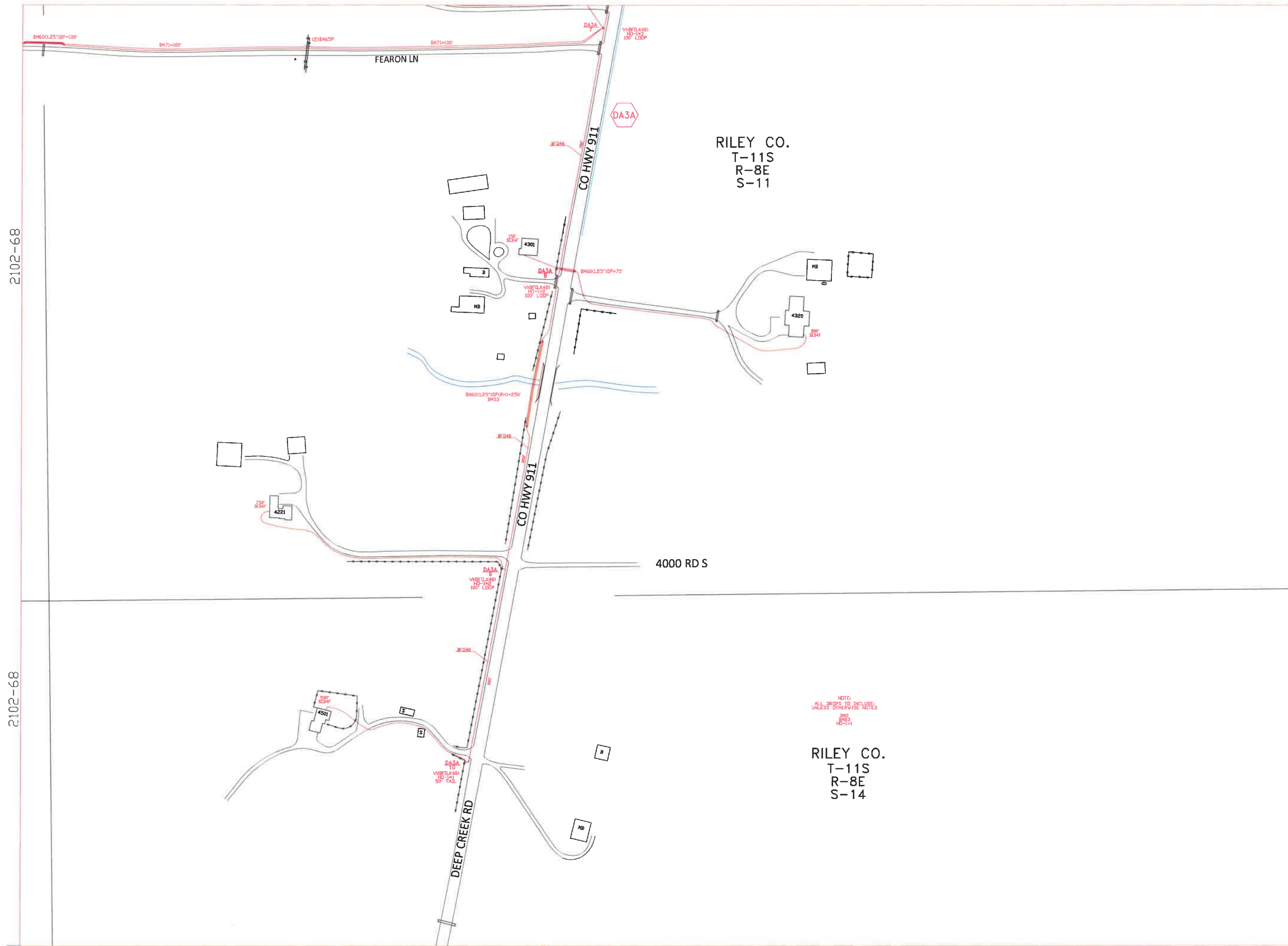
HunTel Engineering

MAP#
2102-67

[illegible]

PROJECT# 1592001
WTC, INC.
(SECTION VIEW)

OWN BY: BRIAN SMITH DATE: 9/29/04
DATED BY: DATE:
CKED BY: DATE:
PROVED BY: DATE:

[illegible]



PUBLIC WORKS
Change Order

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, Public Works Director

MEETING: October 14, 2021

SUBJECT: Change Order #1 for the Wieters Road Streambank Rehabilitation Project

PRESENTER: John Ellermann, Public Works Director

Attached for your approval is Change Oder #1 for the above referenced project.

Bid Item #4- Bare Root Trees

The Lump Sum item was reduced by \$3,120.00.

Bid Item #5- Live Stakes

The Lump Sum item was reduced by \$5,500.00.

Change Order #1 decreases the contract amount for the Wieters Road Streambank Rehabilitation Project by \$8,620.00 for a final cost of \$177,290.00.

Staff recommends approval.

POSSIBLE MOTION(S)

Move to approve Wieters Road Streambank Rehabilitation Project Change Order #1

Move to deny Wieters Road Streambank Rehabilitation Project Change Order #1

Move to table for further discussion

Enclosures:

- Change Order _1_ Wieters Rd Streambank Rehabilitation Project (PDF)



CHANGE ORDER

Riley County, Kansas

CHANGE ORDER NUMBER: 1 Final

CONTRACTOR: Jueneman Excavation, Inc.

ADDRESS: 2756 20th Rd
Hanover, KS 66945

PROJECT: 1.1 - 6.7
WORK ORDER NO: 21083

DESCRIPTION: Wieters Rd
Streambank Rehabilitation

BID ITEMS

ITEM NO.	ITEM DESCRIPTION	UNITS	CONTRACT QUANTITY	ADJUSTED QUANTITY	INCREASE/DECREASE	UNIT BID PRICE	INCREASE/DECREASE CONTRACT AMOUNT
4	Bare Root Trees	EA	800	0.0	-800.00	\$3.90	\$ (3,120.00)
5	Live Stakes	EA	2,500	0.0	-2500.00	\$2.20	\$ (5,500.00)
Subtotal							\$ (8,620.00)

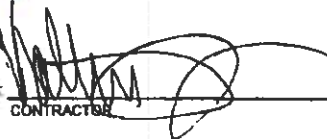
NEW ITEMS

ITEM NO.	ITEM DESCRIPTION	UNITS	CONTRACT QUANTITY	ADJUSTED QUANTITY	NET INCREASE	UNIT PRICE	INCREASE CONTRACT AMOUNT
							\$ -
							\$ -
Subtotal							\$ -
TOTAL							\$ (8,620.00)

Amount of Original Bid:	\$ 185,910.00
Total of Previous Change Orders:	\$ -
Amount of Change Order No. 1:	\$ (8,620.00)
Total Adjusted Contract Price:	\$ 177,290.00

BY:  PROJECT ENGINEER DATE _____

BY:  DIRECTOR OF PUBLIC WORKS DATE _____

BY:  CONTRACTOR DATE _____

BY: _____ CHAIRMAN, BOARD OF COUNTY COMMISSIONERS DATE _____



COUNTY CLERK & ELECTIONS
Meeting information

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

MEMORANDUM

FROM: Rich Vargo, County Clerk

MEETING: October 14, 2021

SUBJECT: Discuss Intergovernmental Luncheon

PRESENTER: Rich Vargo, County Clerk

Enclosures:

- attendees and topics for agenda form (DOC)

**Virtual Intergovernmental Luncheon:
October 25th**

[illegible]

Attachment: attendees and topics for agenda form (9934 : Intergovernmental Luncheon Meeting Information)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
October 21, 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

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:15 AM

Amy Manges, Register of Deeds

2. Staff update

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:50 AM

Break

10:00 AM

Gary Fike, County Extension Director

4. Staff update

10:15 AM

Dennis Butler, RCPD Director

5. RCPD update

4:00 PM

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

Adjournment

Attachment: 10-21-21 tentative agenda (10502 : Tentative Agenda)

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: 10-21-21 tentative agenda (10502 : Tentative Agenda)



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

1. Veterans Day Proclamation

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Robbin Cole, Pawnee Mental Health Services Director

2. Pawnee Mental Health Services update

9:30 AM

Press Conference

3. Presentation of Veterans Day Proclamation - John Ford and Chuck Sexton (3-5 minutes)
4. Presentation of retirement plaque to Cathy Willard - John Ford (3 minutes)
5. Presentation of retirement plaque to Bret Volkel - John Ford (3 minutes)
6. Presentation of Laurie Harrison's Lifetime Membership Award - Butch Post (3-5 minutes)
7. Recognition of Cheryl Collins years of service to Riley County and Presentation of plaque - John Ford and Museum Staff (10 minutes)
8. Election - Rich Vargo (1-2 minutes)

10:00 AM

Break

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

Attachment: 10-25-21 tentative agenda (10502 : Tentative Agenda)

9. Administrative Work Session

12:00 PM Intergovernmental Luncheon**Adjournment**

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

Attachment: 10-25-21 tentative agenda (10502 : Tentative Agenda)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Agreement

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

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: October 14, 2021

SUBJECT: Approval of License Agreement with Flint Hills Wellness Coalition

PRESENTER: Clancy Holeman

BACKGROUND

During this Board's September 30, 2021 meeting, it authorized an agreement in principle allowing the Flint Hills Wellness Coalition (FHWC) to pour a concrete slab at the outside southwest corner of the Riley County Health Department's (RCHD's) Family and Child Resource Center (FCRC).

That concrete slab is intended by the FHWC to serve as the base for an outdoor "walk in" combination cooler/freezer. And that cooler/freezer is intended by the FHWC to assist that organization with its efforts in "food recovery."

This Board's approval for immediate work by the FHWC on the such outdoor slab was (and is) made contingent upon the Board's later approval (within 14 days of September 30th) of a license agreement making it clear all costs and liabilities for the FHWC's purchase, installation, construction, maintenance, repair, operation and removal of its slab and cooler/freezer are solely the responsibility of the FHWC, not Riley County. Further, it was (and is) a contingency for this Board's approval of such immediate work by the FHWC that the FHWC and Riley County would enter into a satisfactory license agreement on the foregoing terms providing the FHWC would hold Riley County harmless from any and all such project costs, including all other potential liabilities.

The only Riley County cost of this project is to be the monthly electric bill associated with operation of the cooler/freezer.

DISCUSSION

The proposed license agreement before the Board satisfies all of the foregoing contingencies.

FISCAL IMPACT

The sole cost to Riley County, as described in the license agreement, will be the monthly electric bill for the cooler/freezer.

RECOMMENDATION(S)

I recommend the Board approve the license agreement presented. It protects the legal interests of Riley County and makes it clear the owner and operator of the cooler/freezer is the FHWC.

POSSIBLE MOTION(S)

A. "I move the Board approve the license agreement as presented."

B. "I move the Board approve the license agreement with the following changes... ."

C. "I move the Board not approve the license agreement as presented."

Enclosures:

- Signed Temporary and Limited Real Property License (PDF)
- Exhibit A CAR Flint Hills Wellness Coalition (PDF)

**RILEY COUNTY, KANSAS
TEMPORARY AND LIMITED REAL PROPERTY LICENSE**

WHEREAS, Flint Hills Wellness Coalition Coalition (hereinafter "Coalition"), requests from Riley County, Kansas (hereinafter "County"), permission and authority to temporarily occupy real property within real estate owned by County, and described as follows: the Riley County Health Department (hereinafter "Health Department"), 2030 Tecumseh Road, specifically the outdoor space at the southwest corner of the Family & Child Resource Center, 2101 Claflin Road, at a specific location previously approved by Julie Gibbs, Health Department Administrator, in order to provide space for a combination walk-in cooler/freezer (hereinafter "cooler/freezer") which will be used by the Coalition for food recovery; and

WHEREAS, Coalition will proceed with this project as described in the "Commission Agenda Report" and its attachments, dated September 30, 2021, attached hereto as "Exhibit A"; and

WHEREAS, County grants Coalition a temporary and limited real property license for the foregoing purpose, upon the following conditions:

First: TERM AND TERMINATION: Coalition is aware this is a temporary use of the outdoor space described above, at no charge from County, for Coalition's pouring of a concrete slab, on which the cooler/freezer purchased by Coalition will be delivered, installed constructed, maintained, repaired and operated by Coalition. In return, the license herein granted to Coalition is revocable by County at any time. Coalition's duty to clear the real estate and remove the concrete slab and the cooler/freezer begins upon receipt of either written or verbal notice of revocation from any authorized agent of County. Unless earlier revocation occurs, the license herein granted shall expire after one calendar year from its date of its full execution on October 14th, 2021, without any notice to Coalition, unless such term is extended, in writing, by County.

Second: DUTY TO CLEAR: Coalition shall give forty-five (45) calendar days' notice in writing to the County if Coalition intends to cease operation or use of the cooler/freezer, or remove the cooler/freezer, or otherwise vacate the outdoor space licensed herein.

On October 14th, 2022, or upon Coalition's receipt of notice of County's earlier revocation, Coalition shall have forty-five (45) working days to complete removal of the cooler/freezer and its concrete slab from the real estate, and including all other personal property items owned by Coalition. If Coalition fails to clear the real estate of all property owned by Coalition at the end of the forty-five (45) working days, it shall be County's sole option to clear the real estate, remove the concrete slab, dismantle or remove the cooler/freezer

and store or sell any such Coalition personal property remaining thereupon. Coalition shall in that event be liable to County for all expenses incurred by County in conducting such removal, storage, and sale.

Third: LIABILITY: Coalition, its successors and assigns, shall assume all risk and liability for pouring of the concrete slab for the cooler/freezer, and for Coalition's purchase, delivery, construction, installation, operation, maintenance, repair and removal of both the concrete slab and the cooler/freezer, including all costs for the purchase and installation of all electrical components, and shall hold County harmless for all such costs and for all accidents and damages to persons or property, and all other costs and expenses, including attorney fees, and claims of any kind, related to Coalition's activities on or which are associated with the real estate, whether such activities of Coalition are within or outside the scope of this license.

Fourth: OPERATIONS: During the term of this temporary license, Coalition shall conduct its operations in a manner that does not unreasonably interfere with the daily operations of the Health Department. Coalition shall comply with all reasonable requests of the Director of the Health Department. Coalition shall designate a primary contact/safety officer and agrees to participate in all Health Department safety drills which occur during the operation of the cooler/freezer. Coalition shall pay all costs for the pouring of the concrete slab, and for the purchase, delivery, construction, installation, operation, maintenance, repair and removal of both the concrete slab and the cooler/freezer, including all costs for the purchase and installation of all electrical components solely from funds owned and held by Coalition. County shall pay the monthly electric bills attributable to operation of the cooler/freezer during the term of this license or any renewal thereof.

This temporary and limited real property license is hereby granted, effective October 18th 2021 and its provisions are agreed to by the undersigned this 14th day of October 2021.

LICENSEE:

FLINT HILLS WELLNESS COALITION

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: Debbie L. Nuss, Chair

John Ford, Chairman

Print Name: Debbie L. Nuss,
Chair

(SEAL)

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: Signed Temporary and Limited Real Property License (11180 : License Agreement)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Project

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

COMMISSION AGENDA REPORT

FROM: Clancey Holeman, Riley County Counselor

MEETING: September 30, 2021

SUBJECT: Approval in Principle of a License Agreement to be Signed by the Flint Hills Wellness Coalition; Permission from BOCC to Proceed with Pouring Slab of Concrete at Riley County Health Department Family and Child Resource Center

PRESENTER: Debbie Nuss, Flint Hills Wellness Coalition and Clancey Holeman, Riley County Counselor

BACKGROUND

Debbie Nuss, of the Flint Hills Wellness Coalition (FHWC), proposes on behalf of the FHWC that this Board allow FHWC to purchase a walk-in cooler/freezer, to be constructed, installed and operated by FHWC on the grounds of the Riley County Health Department's Family and Child Resource Center (FCRC).

Riley County Health Department Local Health Officer/Administrator Julie Gibbs, and John Ellerman, Public Works Director, have reviewed this project. Julie Gibbs supports this project. John Ellerman has no objection to this project, if it is approved by the BOCC.

Attached for the Board's review are various documents provided by Ms. Nuss which describe the different elements of this project, from purchase of the cooler/freezer to its construction and installation, as contemplated by the FHWC. :

DISCUSSION

Counsel recommends that, if the BOCC approves of this project, in principle, it should only do so contingent upon the following:

EXHIBIT A

Attachment: Exhibit A CAR Flint Hills Wellness Coalition (11180 : License Agreement)

1. The FHWC shall be permanently solely responsible for payment from funds held by FHWC of all costs associated with the purchase, delivery, construction, installation, operation, maintenance and repair of the walk-in cooler/freezer described today, at the FCRC location described today, including but not limited to pouring of the concrete slab described today;
2. FHWC shall enter into a written license agreement, for a one-year term (subject to renewal in the sole discretion of Riley County) allowing FHWC to construct and install such walk-in-cooler/freezer on the grounds of the FCRC at the location described today;
3. FHWC shall indemnify and hold harmless Riley County, the FCRC and the Riley County Health Department from all costs and liabilities of any kind involved or associated with this project, including but not limited to the purchase, installation, operation, maintenance, repair, and any later required removal of such walk-in cooler/freezer, with the exception of the monthly electric bill for such walk-in cooler/freezer. Such monthly electric bill shall be paid by Riley County during the term of the described license agreement;
4. Such license agreement shall reflect all of the foregoing terms and any other terms the Board believes are necessary to protect the legal interests of Riley County, and shall be executed by both parties within 14 calendar days of today's date, or this Board's agreement in principle to the terms described herein is automatically withdrawn.

Counsel recommends that, if the FHWC representative verbally agrees with the BOCC today to the foregoing terms, the Board allow pouring of the concrete slab at the sole cost, expense and liability of FHWC, to take place immediately, or at the convenience of the FHWC, in order to take advantage of the current warm weather.

FISCAL IMPACT

There is no fiscal impact to Riley County, other than the monthly electric bill for the walk-in cooler/freezer's operation, provided a license agreement drafted by counsel is signed by the FHWC's authorized representative.

RECOMMENDATION(S)

Counsel recommends the Board approve this project in principle only, contingent upon execution of a license agreement between the parties within 14 calendar days on the above terms; and that the Board allow FHWC to take steps to have the necessary concrete slab poured, at the location specified, before such license agreement is executed.

POSSIBLE MOTION(S)

- A. "I move the Board approve the project described, in principle, upon the conditions described in today's Commission Agenda Report, and FHWC be allowed to have the necessary concrete slab poured, before such license agreement is executed."
- B. "I move the Board approve the project described, in principle, upon the conditions described in today's Commission Agenda Report, with the following changes... ."
- C. "I move the Board not approve the project described, in principle, and not allow the concrete slab to be poured as requested."

Enclosures:

- Memo From Debbie Nuss to Vern Henricks 09.23.2021 (PDF)
- Quote from Amerikooler (PDF)
- Thermal Comfort Air Proposal (PDF)
- Economy Bid Proposal (PDF)
- Climate Control Submittal (PDF)



Flint Hills Wellness Coalition

2404 Sumac Drive | Manhattan, KS | 66502
785.341.1143 | info@flinthillswellness.org

September 23, 2021

To: Vern Henricks, President & CEO
Greater Manhattan Community Foundation

Fr: Debbie Nuss, Chair

Re: Combination Walk-in Cooler/Freezer

The Flint Hills Wellness Coalition (FHWC) works cooperatively with citizens and groups throughout the City of Manhattan and Riley County to develop community norms that support healthy behaviors and environments. *Our mission is to create a healthy, equitable community for our residents through policy, system, environmental, and personal change.*

In 2018 the FHWC was one of twenty communities awarded a three-year Healthy Communities Initiative: Health Equity grant from the Kansas Health Foundation. The purpose of the grant was to help communities develop new local strategies to sustain healthy community work into the future. As a result of the initiative, FHWC has worked with community partners to develop a stronger capacity to address health equity issues; has authentically engaged and included affected community members in the identification, decision making, and advocacy efforts to improve health outcomes; has worked to encourage greater civic engagement; has advocated that health issues be addressed through policy and systems interventions at the local and state level; and has worked to increase approaches towards sustainability by building new relationships/partnerships.

With encouragement and support from KHF, in March 2020 our work took on a different look as we pivoted in response to COVID-19. Specifically, we worked with community partners to ensure that people who were experiencing food insecurity had access to food. Through the course of our work, we discovered that recovery efforts were hampered by the lack of available refrigeration/freezer space for excess food offered by local restaurants and producers/growers to organizations like Common Table and Manhattan Soup Kitchen.

At the conclusion of the final year of the grant (June 30, 2021), the FHWC had unexpended funds that the KHF allowed us to retain to continue to advance our health equity work in the community. *One of the initiatives we specifically proposed for the use of a portion of the remaining funds was the purchase a combination walk-in cooler/freezer that could be used for food recovery.*

In partnership with the Riley County Health Department (RCHD), the FHWC is in the process of seeking permission from the Riley County Commission to place the combo unit near the Family & Child Resource Center located at 2101 Claflin Road. Management of the unit will be under the direction of the Food and Farm Council of the City of Manhattan and Riley County in cooperation with RCHD and other community partners.

The total cost of the unit plus installation is approximately \$35,000 (including projected donations) per the attached. The FHWC needs approximately \$7,500 to fully fund this project.

www.flinthillswellness.org

*Our mission is to create a healthy, equitable community for our residents
through policy, system, environmental, and personal change.*

Attachment: Exhibit A CAR Flint Hills Wellness Coalition (11180 : License Agreement)

Two Compartment Walk-in Combo Cooler/Freezer
Flint Hills Wellness Coalition
September 16, 2021

Amerikooler	\$ 25,480.00	\$ 25,480.00	Combo cooler/freezer
BHS Construction	\$ -	\$ -	Concrete pad (\$3,500 donation)
Thermal Comfort Air	\$ 8,186.00	\$ 7,364.40	Installation - "not to exceed" price; less 10% donation of the final price
Economy Electric	\$ 2,740.00	\$ 2,240.00	Less donation of \$500
Konza Prairie CHC	\$ 5,000.00	\$ -	Shelving donation - Migrant Farm Worker grant
	\$ 41,406.00	\$ 35,084.40	
	\$ (27,625.56)	\$ (27,625.56)	FHWC cash on hand
	\$ 13,780.44	\$ 7,458.84	



Quote #: 20-19575 Date: 04/01/2021
 575 East 10th Ave, Miami, Florida 33010 USA
 Toll-Free: 1-800-627-KOOL or 1-800-627-5665
 General Fax: 305-884-8330
www.amerikooler.com

QUOTATION

April 01, 2021
 Buyer: US Foods - Lenexa, KS
 Attn: Brent Seaba
 Quoted by: Michael Ellenbogen
 Phone: 305.884.8384
 Email: mellenbogen@amerikooler.net

Quote #: 20-19575
 Project Name: "Q" US Foods
 Revision: 3
 Rep: Midwest Professional Reps Virginia
 Terms: PENDING CR INFORMATION

This Quote is valid for 30 days

Lead Time: 3 weeks*

Two Compartment Walk-in: Combo.

Actual Overall Dimension: 11'-10" x 11'-9 1/4" x 7'-7" (Rectangular)

Description:	Compartment 1 of 2 - Outdoor Freezer, with Floor
Interior Dim:	11'-2" x 5'-4 5/8" x 6'-11" (w x l x h)
Temperature:	-10°F
Insulation:	4" thick AK-XPS4 Ultra extruded foam with R-values of R-29 for coolers and R-32.4 for freezers with a 50 Year Thermal Warranty. UL Classified Core Flame Spread 15, Smoke Rating less than 165.
Warranty:	15 Year Panel Warranty and 1 Year Parts Warranty
Finishes:	Interior walls: 26 Ga. Stucco Embossed Acrylume Exterior walls: 26 Ga. Stucco Embossed Acrylume Interior ceiling: 26 Ga. Stucco Embossed Acrylume Exterior ceiling: 26 Ga. Stucco Embossed Acrylume
Floor Type:	Type 1A Application: Foot Traffic - No Rolling Carts Standard NSF Floor panel rated for 600 LBS/ SQ. FT. .050 Smooth Aluminum Integral - Not Reinforced

* Lead time is subject to receipt of approved signed drawings, credit approval and standard terms and conditions.



Quote #: 20-19575 Date: 04/01/2021
 575 East 10th Ave, Miami, Florida 33010 USA
 Toll-Free: 1-800-627-KOOL or 1-800-627-5665
 General Fax: 305-884-8330
www.amerikooler.com

Door:	(1) Standard 36" x 76" Left hinged flush door with brushed hardware. Interior & Exterior finish: 26 Ga. Stucco Embossed Acrylume. Energy saving temperature regulating thermostat heater wire and heated relief vent. Heavy duty deadbolt handle latch. Digital LED Thermometer with pilot light switch. 1807 11w, Vapor Proof, 120V. LED fixture. 82 Lumens /watt Angled face . Requires 115vac. 2.2 amps.
Accessories:	(144) Rain roof membrane w/ 10 ft. long with termination bars with 1 screw every 12inch (per sq.ft.) (1) DOOR HOOD FROM 30" TO 42" LONG ACRYLUME STUCCO EMBOSSED, WITH 4 TEK SCREWS (LOOSE) (2) Extended 4 Year Compressor Warranty (12) OUTDOOR WALK-IN PERIMETER REINFORCEMENT FLOOR ANGLE (.050 THICK ALUMINUM) 1 1/2" X 6 " X 48" EACH SECTION - SUPPLIED WITH STAINLESS STEEL TEK SCREWS, TO SECURE WALL AND FLOOR. CONCRETE ANCHORS (BY OTHERS)
Description:	Compartment 2 of 2 - Outdoor Cooler, with Floor
Interior Dim:	11'-2" x 5'-4 5/8" x 6'-11" (w x l x h)
Temperature:	35°F
Insulation:	4" thick AK-XPS4 extruded foam with R-values of R-29 for coolers and R-32 for freezers with a 50 Year Thermal Warranty. UL Classified Core Flame Spread 15, Smoke Rating less than 165.
Warranty:	15 Year Panel Warranty and 1 Year Parts Warranty
Finishes:	Interior walls: 26 Ga. Stucco Embossed Acrylume Exterior walls: 26 Ga. Stucco Embossed Acrylume Interior ceiling: 26 Ga. Stucco Embossed Acrylume Exterior ceiling: 26 Ga. Stucco Embossed Acrylume
Floor Type:	Type 1A Application: Foot Traffic - No Rolling Carts Standard NSF Floor panel rated for 600 LBS/ SQ. FT. .050 Smooth Aluminum Integral - Not Reinforced
Door:	(1) Standard 36" x 76" Left hinged flush door with brushed hardware. Interior & Exterior finish: 26 Ga. Stucco Embossed Acrylume. Heavy duty deadbolt handle latch. Digital LED Thermometer with pilot light



Quote #: 20-19575 Date: 04/01/2021
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 Toll-Free: 1-800-627-KOOL or 1-800-627-5665
 General Fax: 305-884-8330
www.amerikooler.com

switch. 1807 11w, Vapor Proof, 120V. LED fixture. 82 Lumens /watt
 Angled face . Requires 115vac. 1 amps.

Approximate Total Shipping Weight: 3745 lb

Box Price:	Combo	\$11,785.00
Equipment:	(1) Bohn Pro3 - DOE Compliant Outdoor Top Mount Self-contained Refrig. Unit, Model PT0069LBTEMSA, 208-230/1/60, MCA 19.8 Amps, Low Temperature, R-448A, 2 years compressor and parts warranty from date of shipment within Continental USA. (1) Bohn Pro3 - DOE Compliant Outdoor Top Mount Self-contained Refrig. Unit, Model PT0068MBTAMSA, 208-230/1/60, MCA 9.3 Amps, BTUH 6770, Medium Temperature, R-448A, 2 years compressor and parts warranty from date of shipment within Continental USA.	\$9,076.00
Freight	Freight included to 66502	\$1,850.00
Total:		\$22,711.00

IMPORTANT NOTE: All AmeriKooler walk-ins, refrigeration equipment and its components must be installed by either a licensed equipment installer or a certified and licensed mechanical contractor. Warranty will be voided if these terms are not met.

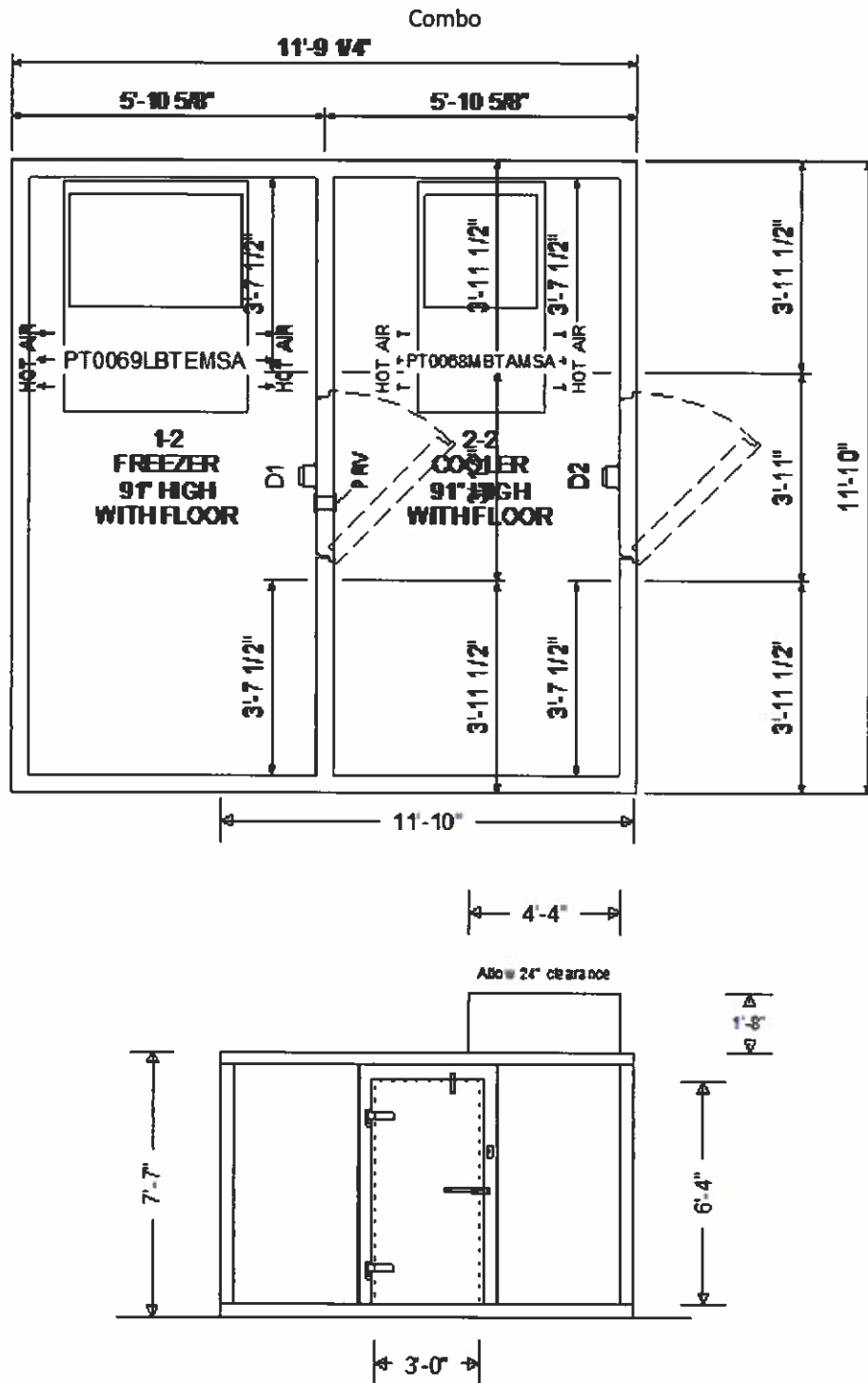
*Freight price includes 24-hour destination notification and delivery to a construction site. Lift gate delivery is NOT included. Changes to ship-to-address may change the freight price.

Customer is responsible for providing the crew to unload the shipment. We recommend a minimum of 3 to 4 people to unload most shipments. Additional delivery charge may apply if customer is not present at the job site when carrier arrives. Most shipments may not exceed 30 minute unload interval, a fine may be applied when this time limit is exceeded.

Upon delivery: panels, refrigeration equipment, glass doors and etc. must be carefully inspected for damages prior to signing bill of lading. If damage is found, make detailed notes on the bill of lading, accept shipment and immediately contact AmeriKooler.



Quote #: 20-19575 Date: 04/01/2021
 575 East 10th Ave, Miami, Florida 33010 USA
 Toll-Free: 1-800-627-KOOL or 1-800-627-5665
 General Fax: 305-884-8330
www.amerikooler.com



Buyer's Signature To Accept This Quotation: _____

Acceptance of this Quotation is expressly subject to The Terms and Conditions of Sale attached hereto which are incorporated into this Quotation by this reference as if fully set forth herein.



Quote #: 20-19575 Date: 04/01/2021
575 East 10th Ave, Miami, Florida 33010 USA
Toll-Free: 1-800-627-KOOL or 1-800-627-5665
General Fax: 305-884-8330
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****Dimensions and Specifications show are for quoting purposes and are subject to change. When engineering and manufacturing drawing are finalized****





Quote #: 20-19575 Date: 04/01/2021
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TERMS AND CONDITIONS OF SALE

1. Acceptance of this quotation is expressly limited to the terms and conditions stated herein. Any additional terms or conditions contained within any acceptance or purchase order are rejected.
2. The prices and terms on this quotation are not subject to oral or written changes or other agreements unless approved in writing by the Manufacturer. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials, and all other causes beyond The Manufacturer's control. Prices are based on costs and conditions existing on date of quotation and are subject to change by The Manufacturer before final acceptance.
3. All orders resulting from our written Amerikooler® quotation are subject to acceptance by AmeriKooler, Inc. No production will start until the Buyer has sent a purchase order, approved for credit terms, signed approval drawing and has been received.
4. Buyer assumes all liability for patent and copyright infringement when goods are made to buyer's specifications.
5. Governing Law: The rights and obligations of the Manufacturer shall be governed by the Laws of the State of Florida. No waiver, modification or addition to terms shall bind the Manufacturer unless agreed to in writing by the Manufacturer.
6. All risks of loss shall be on Buyer from point of shipment. Title passes to buyer upon delivery to carrier unless otherwise indicated. Safe delivery is the responsibility of the carrier and any loss or damage should be noted on the bill of lading before acceptance of shipment(s).
7. Manufacturing Completion Date is hereby defined as the date that the product specified by this Quotation is manufactured, packed and ready for shipping. The Manufacturer shall inform the Buyer that the product is ready for shipping within 3 days before the Manufacturing Completion Date, and shall ship the product out to the Buyer within 3 days after the Manufacturing Completion Date. And the Manufacturer shall invoice the Buyer after the product is shipped out to the Buyer.
8. Should the Buyer would like to delay the shipping, the Buyer must notify to the Manufacturer in written letters or emails to deliver such requests, if approved by the Manufacturer, the Buyer agrees to pay storage fee equal to 2% of the sales price per month prorated by weeks, billable every 30 days starting from the original shipping date.
9. If the shipping is delayed longer than 30 days after the Manufacturing Completion Date, the Buyer must pay the invoice in full as it shall be deemed that the Buyer breaks this contractual Quotation/Order and thus the Manufacturer has right to terminate the contract immediately, recognize the Buyer's previous payment as revenue, and dispose the product at the Manufacturer's discretion, while still reserve rights to pursue remedies for any loss or damage caused by the Buyer's breach of this contractual Quotation/Order.
10. Installation: The Manufacturer has no obligation to install the product. It is the Buyer's obligation for product installation, and to bear any cost of installation, installation delay, or installation damage, provided that the cost is not caused by the Manufacturer.
11. Refrigeration - Refrigeration is designed for NORMAL HOLDING TEMPERATURE ONLY. Product load, personnel, location and usage can affect sizing.
12. Limited Warranties: the Manufacturer provide 15 years warranty for walls and ceilings, 5 years for floors and doors, which does not cover any labor cost of product repair and replacement. Refrigeration is covered per OEM's warranty terms and conditions. In order to meet the terms of Amerikooler's warranty all Walk-in Coolers, Freezers and Refrigeration Equipment must be installed by a certified and licensed mechanical contractor and with walk-in panels installation experience. All details of warranties shall be described in www.amerikooler.com.
13. Buyer is responsible for any additional shipping cost, including but not limited to re-consignment, lift gate, redelivery, storage fees, and any other related expense.
14. Codes and Regulations - AmeriKooler, Inc. assumes no responsibility for costs incurred due to any changes to its products in order to comply with any Federal, State or Local codes and/or regulations.
15. Payments: The Manufacturer's acceptance of the terms of payment set forth in this contract is conditioned upon its approval of Buyer's credit. Upon approval of Buyer's credit, The Manufacturer will commence performance of the contract. If during the performance of this contract Buyer's financial circumstances or performance materially change, causing The Manufacturer to reasonably feel insecure that it will receive timely and full payment as set forth herein, The Manufacturer may demand adequate assurance of payment, including payment in advance. The Manufacturer may withhold or postpone performance until such adequate assurance is obtained.
16. Terms: If the Buyer is not invoiced, Buyer shall consider the shipping date of goods as Invoice Date..
17. Default: If Buyer shall fail or refuse to accept delivery of the equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this agreement, The Manufacturer may retain the cash deposited or paid to it and/or equipment accepted by it on account of the sale price and apply the same toward payment of its damages. Retention of this deposit shall not limit The Manufacturer from exercising any other remedies available to it.
18. Attorney's fees: The Manufacturer shall be entitled to recover from Buyer all attorney's fees reasonably incurred by The Manufacturer to enforce this contract following Buyers breach, whether litigation is commenced or not. The Manufacturer shall also be entitled to recover all collection costs incurred including real and personal property title investigation and reports.
19. Security Agreement: Although possession of the goods sold by this contract shall pass to the Buyer, it is agreed that The Manufacturer shall retain a security interest in and title of goods as security for payment of the full balance of this contract, and title shall not pass to Buyer until all sums herein agreed to be paid have been paid. Any equipment, repairs, or accessories placed upon or attached to these goods shall become a component part thereof as soon as installed or attached and title thereto shall be vested in The Manufacturer and included under the terms of this contract.
20. The collateral which is the subject of the security agreement are those goods described on the previous pages of the quotation of this contract.
21. In addition to any other remedies available to The Manufacturer, The Manufacturer shall have the right to peaceably enter upon the premises upon which the goods are situated and remove such goods to perfect its security interest until the balance of the contract is paid in full, and to resell the goods to recover the balance of the Contract.
22. Unless otherwise specified in the written quote, The Manufacturer assumes no responsibility for any costs incurred, either directly or indirectly, as a result of the payment, acquisition, or discovery, of any fees, permits, licenses, or bonds that may be assessed or required by local municipalities.
23. Unless otherwise specified in the written quote, The Manufacturer assumes no responsibility for Refrigeration Leak Detectors, or any other provision or equipment that may be required for safe and responsible handling and/or disposal or refrigerant in accordance with EPA standards.
24. Taxes: The Buyer is responsible for any sales, use, excise or similar taxes arising from the sale of product or service. Buyer shall pay or reimburse seller for any such taxes.



Proposal

Thermal Comfort Air, Inc.
 705 Pecan Circle
 Manhattan, Kansas 66502
 785-537-2436 Fax 785-537-0135

Date: 9/10/21

Flint Hills Wellness Coalition
 2030 Tecumseh Rd.
 Manhattan, KS 66502

Attn: Debbie Nuss
 Re: Walk-In Freezer/Cooler Installation

We propose to install a combination walk-in freezer/cooler unit. Pricing is based upon AmeriKooler submittals and includes all labor, installation material, startup, and the following:

- Receiving combination unit at our Manhattan shop
- Delivery of unit to job site
- Assembly of unit on site
- Installation of exterior membrane
- Installation of Climate Control packaged RTU equipment
- Installation of condensate line system w/heater for freezer
- Startup/Commissioning of equipment

Exclusions: AmeriKooler & Climate Control equipment, Concrete pad, Electrical, Sales Tax.

Note: This is a "Not to Exceed" proposal. If the project can be completed for less TCA will bill accordingly. Also, TCA will take 10% off of the final price as a donation to the Flint Hills Wellness Coalition.

WE PROPOSE to furnish labor and material complete in accordance with above specifications, and subject to conditions found on both sides of this agreement, for the sum of:

Eight Thousand One Hundred Eighty-Six Dollars and 00/100 _____ (**\$ 8,186.00**)

Payment to be made as follows: Payment due upon completion of work.

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Respectfully submitted,

CONDITIONS. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance

THERMAL COMFORT AIR, INC.

Date of Acceptance _____

By _____

By _____

C. Shane Good, Owner

By _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Attachment: Exhibit A CAR Flint Hills Wellness Coalition (11180 : License Agreement)



Bid Proposal

DATE: 9/16/2021
Estimate #: 21.0540.01

Submitted to: Flint Hills Wellness Coalition
 2030 Tecumseh Rd
 Manhattan KS 66502

Phone: 785 776-4779 **Email:**

Attn: Debbie Nuss

Job Name: Power to Cooler

Addenda Included: N/A

Included:

Add Power to Exterior Cooler

(1) 20A 120V Circuit

(1) 15A 240V Circuit

(1) 30A 240V Circuit

Includes, Breakers, Conduit, Wire, Terminations, Trench. and Backfill

PLEASE NOTE: Material Pricing is based on Todays Current Market with the possibility of it changing daily or weekly, If there is a price increase between today and date of order, Price increase will be negotiated and approved before ordering material.

Excluded:

Warranty on all existing equipment and circuits staying as is or being reused.

Grass Seed and/or landscaping

Cutting, Patching, or Painting of any concrete and/or asphalt

From:

Economy Electric Inc.
 PO Box 1225
 Manhattan KS 66505

Phone: (785) 776-7279

Fax: (785) 776-1080

Contact: Ron Rose

Location: Manhattan KS

Price: **\$2,740.00**

Attachment: Exhibit A CAR Flint Hills Wellness Coalition (11180 : License Agreement)

If Bid Proposal is approved please sign and date below. Return Bid Proposal to ron.econeie@outlook.com .

Company

Signature

Date



Project Name:		Project Location:	
Quote ID:		Item #:	1000
Submitted For:		Submitted On:	
Submitted By:		Submitted From:	
Identity #:		Tag:	

☐ For Record

☐ For Approval

By: _____

Date: _____

General Product Information

Product Family:	PTT	Voltage (Volts/Ph/Hz):	208-230/1/60
Application:	Outdoor	Refrigerant Type:	R448A
Temperature Range:	Medium Temp	Unit Cooler Motor Type:	VSEC
Defrost Type:	Air	Compressor Model:	ZB06KAE

Technical Information

Performance Data

Application Capacity*			Unit Cooler CFM	Altitude	AWEF Value
Ambient Temp (*F)	Room Temp (*F)	Application Capacity* (BTU/H)			
95	35	6,620	550	0	7.6

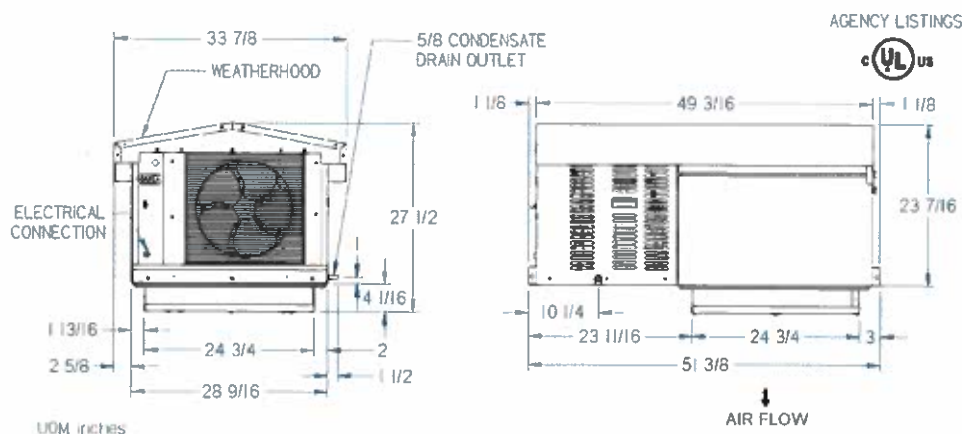
Electrical Data

MCA	MOPD	Unit Amps
9.3	15	8

Unit Specifications

Plug Supplied?	Matching NEMA Receptacle Number	Approx. Net Weight (lbs)
NO	N/A	230

Dimensional Drawing(s)





Project Name:		Project Location:	
Quote ID:		Item #:	1000
Submitted For:		Submitted On:	
Submitted By:		Submitted From:	
Identity #:		Tag:	

Standard Features

AESTHETICS

- STUCCO-ALUMINUM FINISH

ENVIRONMENTALLY FRIENDLY

- PRE-CHARGED WITH R448A REFRIGERANT TO MEET CARB & US CLIMATE ALLIANCE REQUIREMENTS

ENERGY EFFICIENCY

- P1 UNITS USE SINGLE SPEED EC MOTORS (EVAPORATORS)
- P2 & P3 UNITS USE 2 SPEED EC MOTORS (EVAPORATORS)
- P2 & P3 UNITS USE SINGLE SPEED EC MOTORS (CONDENSERS. PT0046M USES PSC)
- P2 & P3 UNITS USE A MICROCHANNEL CONDENSER FOR HIGHER EFFICIENCY & CORROSION PROTECTION

CONTROLS

- MICROPROCESSOR CONTROL

PERFORMANCE

- MAXIMUM VERTICAL STORAGE CAPACITY
- IDEAL FOR HOLDING TEMPERATURE
- MEDIUM-TEMP AIR AND ELECTRIC DEFROST
- LOW-TEMP ELECTRIC DEFROST

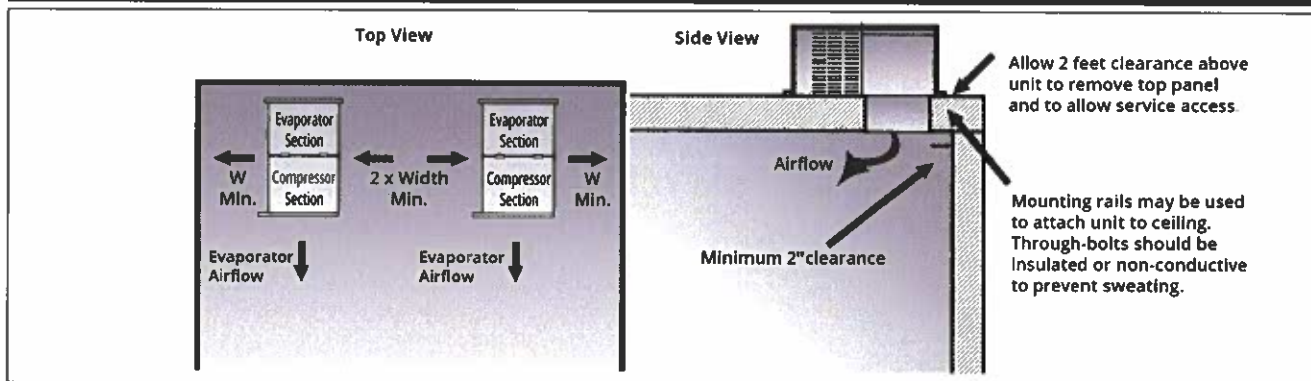
RELIABLE & DURABLE

- LIQUID-LINE FILTER DRIER (MEDIUM AND LARGE CABINET ONLY)
- TWO-YEAR PARTS WARRANTY

EASE OF INSTALLATION

- PRE-CHARGED WITH REFRIGERANT
- NO REFRIGERANT PIPING REQUIRED
- EVAPORATIVE CONDENSATE PAN (INDOOR UNITS ONLY)
- ALL UNITS GET A REMOVABLE TOP PANEL WITH LATCHES
- ALL P1 & SELECT P2 & P3 UNITS COME WITH A POWER CORD

Minimum Unit Clearances



* Capacities shown are Application Capacities reflecting nominal operation at 10°F TD. For models within the scope of the DOE AWEF (Annual Walk-in Energy Factor) standard, the Net Capacity is determined by the AHRI 1250 test method. DOE will publish this compliance data at www.regulations.doe.gov



Project Name:		Project Location:	
Quote ID:		Item #:	2000
Submitted For:		Submitted On:	
Submitted By:		Submitted From:	
Identity #:		Tag:	

☐ For Record

☐ For Approval

By: _____

Date: _____

General Product Information

Product Family:	PTT	Voltage: (Volts/Ph/Hz)	208-230/1/60
Application:	Outdoor	Refrigerant Type:	R448A
Temperature Range:	Low Temp	Unit Cooler Motor Type:	VSEC
Defrost Type:	Electric	Compressor Model:	ZF07KAE

Technical Information

Performance Data

Application Capacity*			Unit Cooler CFM	Altitude	AWEF Value
Ambient Temp (°F)	Room Temp (°F)	Application Capacity* (BTU/H)			
95	0	8,150	825	0	3.13

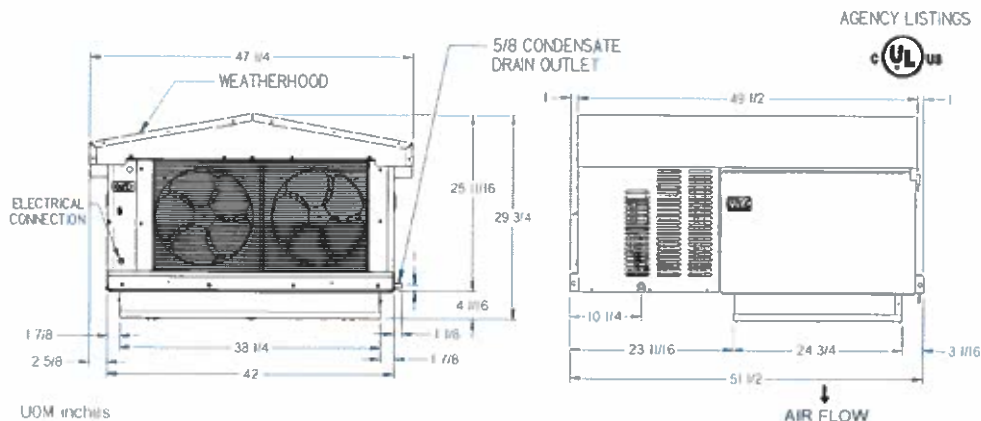
Electrical Data

MCA	MOPD	Unit Amps
19.8	30	16.7

Unit Specifications

Plug Supplied?	Matching NEMA Receptacle Number	Approx. Net Weight (lbs)
NO	N/A	295

Dimensional Drawing(s)





Project Name:		Project Location:	
Quote ID:		Item #:	2000
Submitted For:		Submitted On:	
Submitted By:		Submitted From:	
Identify #:		Tag:	

Standard Features

AESTHETICS

- STUCCO-ALUMINUM FINISH

ENVIRONMENTALLY FRIENDLY

- PRE-CHARGED WITH R448A REFRIGERANT TO MEET CARB & US CLIMATE ALLIANCE REQUIREMENTS

ENERGY EFFICIENCY

- P1 UNITS USE SINGLE SPEED EC MOTORS (EVAPORATORS)
- P2 & P3 UNITS USE 2 SPEED EC MOTORS (EVAPORATORS)
- P2 & P3 UNITS USE SINGLE SPEED EC MOTORS (CONDENSERS, PT0046M USES PSC)
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CONTROLS

- MICROPROCESSOR CONTROL

PERFORMANCE

- MAXIMUM VERTICAL STORAGE CAPACITY
- IDEAL FOR HOLDING TEMPERATURE
- MEDIUM-TEMP AIR AND ELECTRIC DEFROST
- LOW-TEMP ELECTRIC DEFROST

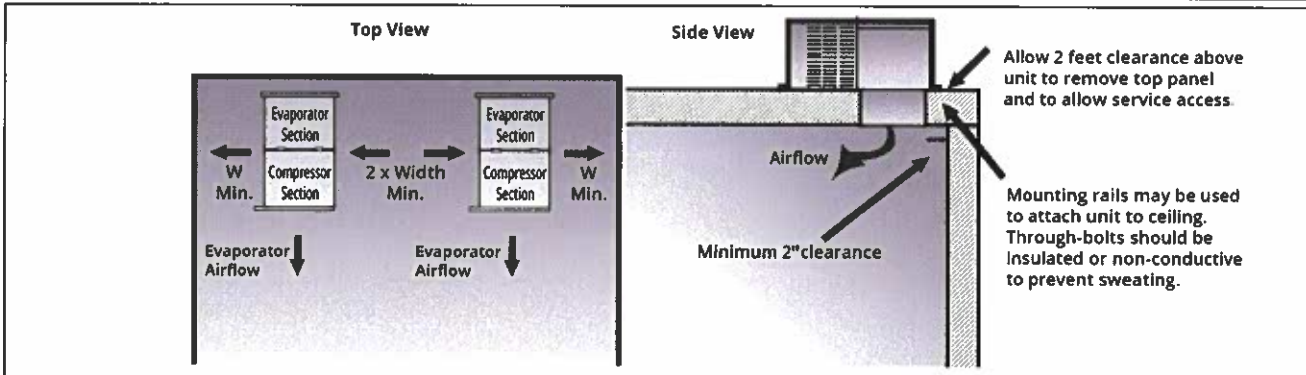
RELIABLE & DURABLE

- LIQUID-LINE FILTER DRIER (MEDIUM AND LARGE CABINET ONLY)
- TWO-YEAR PARTS WARRANTY

EASE OF INSTALLATION

- PRE-CHARGED WITH REFRIGERANT
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Minimum Unit Clearances



* Capacities shown are Application Capacities reflecting nominal operation at 10°F TD. For models within the scope of the DOE AWEF (Annual Walk-in Energy Factor) standard, the Net Capacity is determined by the AHRI 1250 test method. DOE will publish this compliance data at www.regulations.doe.gov



COUNTY TREASURER'S OFFICE
Staff Update

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

STAFF REPORT

FROM: Shilo Heger

MEETING: October 14, 2021

SUBJECT: September 2021 Revenue Reporting - Riley County Treasurer

PRESENTER: Shilo Heger

Enclosures:

- September 2021 Financials (PDF)

Riley County Balance Sheet
September 30, 2021

14.a

Assets		Liabilities/Fund Balances		
KS State Bank-Checking	39,219,481.15	County General		19,459,717.48
KS State Bank-ARP	7,111,945.42	Disaster Fund (ARPA Funds)		7,111,945.42
Riley State Bank	121,255.64	Health Department		1,519,811.25
Leonardville State Bank	5,000.00	Capital Improvements Fund		8,764,776.93
Sunflower Bank	106,803.98	Economic Development		147,715.08
Cash on Hand	52,083.78	RCPD Levy/Inmate Medical		1,401,320.83
CD/CDARS	6,500,000.00	Radio Infrastructure Project		0.00
		Bond & Interest		228,802.97
		Road & Bridge Capital Projects		5,781,908.46
		Landfill Closure		55,566.69
		County Building		182,105.24
		County Auction		13,126.22
		Solid Waste		670,316.16
		Emergency Management		869,556.28
		Fire District #1		675,834.67
		Register of Deeds Tech Fund		187,846.59
		Clerk Tech Fund		123,391.49
		Treasurer Tech Fund		71,220.17
		Motor Vehicle Operations		76,123.56
		RCPD Ops/IT Reserve/Seizure		2,780,956.99
		District Court-Technology		178,913.13
		Court Services		3,030.20
		EMS Grants		6,067.64
		Museum Bequest		6,582.25
		War Memorial Fund		10,595.07
		Miscellaneous		40,376.95
		Community Corrections		200,285.95
		JJA Prevention	Teen Court	Adult Services
		Juvenile Intake Case Manager	Juvenile Service	Special Alcohol
		County Attorney		4,647.86
		Special Prosecutor Trust	PATF	
		Benefit Districts		992,614.53
		University Park	Moehlman Bottoms	Deep Creek
		Carson Sewer	Valleywood	Lakeside Heights
		Hunters Island	Terra Heights	Konza
		Mertz/McGehee Drainage		
		Funds to be Distributed		11,303.14
		City Funds	Wildlife & Parks	School Funds
		Township Funds	Special Assessments	State Funds
		Cemetery Funds		
		Tax Holding Funds		1,540,110.77
		Commercial Vehicle Fees	16/20M Truck Taxes	Advance Tax
		Recreational Vehicle Tax	Current Ad Valorem Tax	Sales Tax Coll
		Motor Vehicle Tax	Delinquent PP Tax	Driver's License
		Motor Vehicle Registrations	Delinquent RL Tax	Veh Rental Excise
TOTAL ASSETS	\$ 53,116,569.97	TOTAL LIABILITIES & FUND BAL		53,116,569.97

Attachment: September 2021 Financials (11170 : September Treasurer's Report-2021)

Investments and Interest
September 30, 2021
Investments & Year to Date Interest

Bank	CDs	Checking Savings	Year to Date Interest	2020 Interest
KS State Bank	\$0.00	\$50,905,482.50	\$34,343.33	
Riley State Bank	\$500,000.00	\$118,309.66	\$7,731.63	
Leonardville State Bank	\$0.00	\$5,000.00	\$5.50	
Sunflower	\$0.00	\$116,680.11	\$2,389.10	
UMB	\$1,900,000.00	\$0.00	\$0.00	
Landmark National Bank	\$0.00	\$0.00	\$0.00	
Intrust	\$1,000,000.00	\$0.00	\$2,541.90	
Capitol Federal	\$0.00	\$0.00	\$2,393.42	
Community 1st National Bank	\$0.00	\$0.00	\$41,086.89	
United Bank	\$0.00	\$0.00	\$0.00	
Municipal Investment Pool	\$0.00	\$0.00	\$0.00	
Commerce Bank	\$1,800,000.00	\$0.00	\$1,215.83	
Central National Bank	\$1,300,000.00	\$0.00	\$9,683.26	
US Bancorp	\$0.00	\$0.00	\$0.00	
Total	\$6,500,000.00	\$51,145,472.27	\$101,390.86	\$575,159.53
Cash & Transfer items	\$62,916.91			
Total on Deposit	\$57,708,389.18			
			2021	2020
Interest Transfers				
Capital Improvements #145			\$3,443.21	\$66,724.57
Emergency 911 #148			\$327.53	\$5,550.50
Reg of Deeds Technology #106			\$68.36	\$939.02
Clerk Technology #107			\$43.73	\$630.69
Treasurer Technology #108			\$21.95	\$307.27
RCPD Seizure Funds			\$120.72	\$184.89
Total Transfers			\$4,025.50	\$74,336.94
Net Interest to County General			\$94,976.26	\$479,949.50
Budget			\$ 200,000.00	\$450,000.00
% Collected			47.49%	106.66%
% Over(Under Budget)			-27.51%	
Interest to CIP - Radio Project			\$2,389.10	\$20,873.09
Interest - ARPA Fund			\$97.42	\$0.00
Interest rate on active checking account		0.04%		
Interest rate on one year investments		No Bids		

Attachment: September 2021 Financials (11170 : September Treasurer's Report-2021)

**General Fund Revenue Detail
Through September 30, 2021**

	September		Year To Date		
	Actual	Budget	Actual	Budget	Variance
Motor Vehicle					
Motor Vehicle	794,164.33	797,278.84	1,880,252.87	1,909,273.14	-29,020.27
Vehicle Rental Excise	9,019.56	17,802.50	15,085.08	35,605.00	-20,519.92
Recreational Vehicle	8,732.61	7,515.80	18,697.86	17,099.53	1,598.33
Commercial Vehicles	8,611.26	0.00	81,641.28	87,016.00	-5,374.72
Ad Valorem					
RL/Oil/PP	601,725.76	1,184,054.60	23,165,795.23	23,681,103.60	-515,308.37
Intangible	3,495.64	5,975.73	294,854.80	199,173.10	95,681.70
16/20 M Trucks	1,035.18	506.96	15,955.19	16,887.25	-932.06
Watercraft	401.71	342.81	10,759.18	11,419.60	-660.42
Delinquent Tax	98,706.56	0.00	338,315.90	0.00	338,315.90
Sales Tax	172,562.19	125,000.00	1,512,437.63	1,125,000.00	387,437.63
Payment In Lieu of Tax	0.00	0.00	39,132.00	18,500.00	20,632.00
City/County Highway	0.00	0.00	835,846.50	828,750.00	7,096.50
Interest/Penalties	10,503.32	16,666.67	315,527.17	150,000.00	165,527.17
Investment Interest	2,653.27	16,666.67	94,976.26	150,000.00	-55,023.74
Recording Fees	47,290.00	22,916.67	513,157.00	206,250.00	306,907.00
Hertiage Trust Fund	3,501.00	0.00	38,076.00	0.00	38,076.00
Juvenile Supervision Fees	87.00	41.67	301.39	375.00	-73.61
Diversio Fees	16,208.83	4,333.33	52,478.71	39,000.00	13,478.71
Franchise Fees	0.00	0.00	26,350.72	30,000.00	-3,649.28
Miscellaneous	2,010.97	0.00	2,676.69	0.00	2,676.69
Departments					
Clerk	223.95	291.67	1,119.75	2,625.00	-1,505.25
Register of Deeds	3,272.80	3,750.00	37,045.75	33,750.00	3,295.75
Treasurer	331.50	625.00	2,648.44	5,625.00	-2,976.56
Clerk of the District Court	2,401.84	3,750.00	25,584.98	33,750.00	-8,165.02
Emergency Management	0.00	2,500.00	31,659.00	22,500.00	9,159.00
Coroner	0.00	0.00	3,952.41	0.00	3,952.41
Fair	1,885.00	2,500.00	11,359.00	22,500.00	-11,141.00
Museum	0.00	0.00	19,015.00	0.00	19,015.00
Election	54,671.25	166.67	56,455.87	1,500.00	54,955.87
Ambulance/EMS	120,768.32	92,535.17	993,270.63	832,816.50	160,454.13
Appraiser	162.88	1,166.67	9,714.92	10,500.00	-785.08
Planning & Development	4,408.00	2,916.67	30,580.99	26,250.00	4,330.99
Information Systems	70.00	0.00	19,414.21	0.00	19,414.21
General-General	1,872.96	0.00	60,618.63	0.00	60,618.63
Public Works	44,378.28	40,000.00	326,799.45	360,000.00	-33,200.55
Noxious Weed	12,619.81	10,000.00	91,588.20	90,000.00	1,588.20
Total Before Transfers	2,027,775.78	2,359,304.07	30,973,144.69	29,947,268.72	1,025,875.97
Transfers In	6,768.72	0.00	2,846,102.28	0.00	0.00
Total After Transfers	2,034,544.50	2,359,304.07	33,819,246.97	29,947,268.72	3,871,978.25
Over/Under Budget Before Transfers	-14.05%		3.43%		
Over/Under Budget After Transfers	-13.77%		12.93%		

Attachment: September 2021 Financials (11170 : September Treasurer's Report-2021)

2021 General Fund Revenue
Year To Date

14.a

	September		Year To Date		
	Actual	Budget	Actual	Budget	% of Budget Collected
Motor Vehicle					
Motor Vehicle	794,164.33	797,278.38	1,880,252.87	2,098,101.00	89.62%
Vehicle Rental Excise	9,019.56	17,802.50	15,085.08	35,605.00	42.37%
Recreational Vehicle	8,732.61	7,516.00	18,697.86	18,790.00	99.51%
Commercial Vehicles	8,611.26	0.00	81,641.28	87,016.00	93.82%
Ad Valorem					
RL/Oil/PP	601,725.76	1,184,055.20	23,165,795.23	23,681,104.00	97.82%
Intangible	3,495.64	5,975.19	294,854.80	199,173.00	148.04%
16/20 M Trucks	1,035.18	506.61	15,955.19	16,887.00	94.48%
Watercraft	401.71	342.57	10,759.18	11,419.00	94.22%
Delinquent Tax	98,706.56	0.00	338,315.90	0.00	0.00%
Sales Tax	172,562.19	125,000.00	1,512,437.63	1,500,000.00	100.83%
Payment In Lieu of Tax	0.00	0.00	39,132.00	37,000.00	105.76%
City/County Highway	0.00	0.00	835,846.50	1,105,010.00	75.64%
Interest/Penalties	10,503.32	16,666.67	315,527.17	200,000.00	157.76%
Investment Interest	2,653.27	16,666.67	94,976.26	200,000.00	47.49%
Recording Fees	47,290.00	22,916.67	513,157.00	275,000.00	186.60%
Hertiage Trust Fund	3,501.00	0.00	38,076.00	0.00	0.00%
Juvenile Supervision Fees	87.00	41.67	301.39	500.00	60.28%
Diversion Fees	16,208.83	4,333.33	52,478.71	52,000.00	100.92%
Franchise Fees	0.00	0.00	26,350.72	40,000.00	65.88%
Miscellaneous	2,010.97	0.00	2,676.69	0.00	0.00%
Departments					
Clerk	223.95	291.67	1,119.75	3,500.00	31.99%
Register of Deeds	3,272.80	3,750.00	37,045.75	45,000.00	82.32%
Treasurer	331.50	625.00	2,648.44	7,500.00	35.31%
Clerk of the District Court	2,401.84	3,750.00	25,584.98	45,000.00	56.86%
Emergency Management	0.00	2,500.00	31,659.00	30,000.00	0.00%
Coroner	0.00	0.00	3,952.41	0.00	0.00%
Fair	1,885.00	2,500.00	11,359.00	30,000.00	37.86%
Museum	0.00	0.00	19,015.00	0.00	0.00%
Election	54,671.25	166.67	56,455.87	2,000.00	2822.79%
Ambulance/EMS	120,768.32	92,535.17	993,270.63	1,110,422.00	89.45%
Appraiser	162.88	1,166.67	9,714.92	14,000.00	69.39%
Planning & Development	4,408.00	2,916.67	30,580.99	35,000.00	87.37%
Information Systems	70.00	0.00	19,414.21	0.00	0.00%
General-General	1,872.96	0.00	60,618.63	0.00	0.00%
Public Works	44,378.28	40,000.00	326,799.45	480,000.00	68.08%
Noxious Weed	12,619.81	10,000.00	91,588.20	120,000.00	76.32%
Total Before Transfers	2,027,775.78	2,359,303.28	30,973,144.69	31,480,027.00	98.39%
Transfers In	6,768.72	0.00	2,846,102.28	0.00	0.00%
Total After Transfers	2,034,544.50	2,359,303.28	33,819,246.97	31,480,027.00	107.43%
Over/Under Budget Before Transfers	-14.05%				
Over/Under Budget After Transfers	-13.77%				
September = 75.00% of the budget					

Attachment: September 2021 Financials (11170 : September Treasurer's Report-2021)

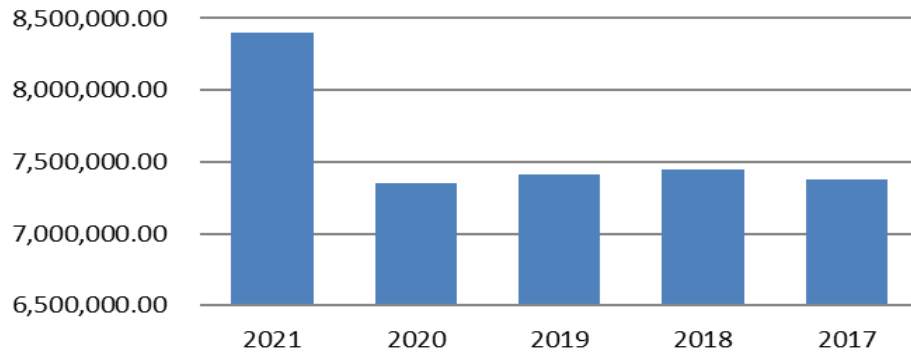
**Sales Tax Received
September 30, 2021**

	County General		Road & Bridge Cap Fund		Prior Year Variance	Total Collected	2021 Budget	% Over Budget
	2020	2021	2020	2021				
January (Nov Sales)	157,610.46	158,605.23	157,610.46	158,605.22	0.63%	317,210.45	250,000.00	26.88%
February (Dec sales)	175,524.77	166,103.83	175,524.76	166,103.82	-5.37%	332,207.65	250,000.00	32.88%
March (Jan sales)	141,647.43	166,534.18	141,647.42	166,534.17	17.57%	333,068.35	250,000.00	33.23%
April (Feb sales)	138,252.67	152,296.10	138,252.66	152,296.09	10.16%	304,592.19	250,000.00	21.84%
May (Mar sales)	133,567.21	176,602.73	133,567.21	176,602.72	32.22%	353,205.45	250,000.00	41.28%
June (Apr sales)	126,023.04	176,260.61	126,023.03	176,260.61	39.86%	352,521.22	250,000.00	41.01%
July (May sales)	144,801.12	176,957.79	144,801.12	176,957.78	22.21%	353,915.57	250,000.00	41.57%
August (June sales)	170,498.20	166,514.97	170,498.20	166,514.96	-2.34%	333,029.93	250,000.00	33.21%
September (July sales)	131,862.24	172,562.19	131,862.23	172,562.18	30.87%	345,124.37	250,000.00	38.05%
October (Aug sales)	167,930.55		167,930.54		-100.00%	0.00	250,000.00	-100.00%
November (Sept sales)	154,998.26		154,998.25		-100.00%	0.00	250,000.00	-100.00%
December (Oct sales)	164,742.15		164,742.15		-100.00%	0.00	250,000.00	-100.00%
Year to Date	\$1,807,458.10	\$1,512,437.62	\$1,807,458.03	\$1,512,437.55	-16.32%	\$3,024,875.17	\$3,000,000.00	0.83%

	2020	2021
Sales Tax Collected	\$3,614,916.13	\$3,024,875.17
Budget	\$3,000,000.00	\$3,000,000.00
% of Budget Collected	120.50%	100.83%
% Over Budget	20.50%	25.83%

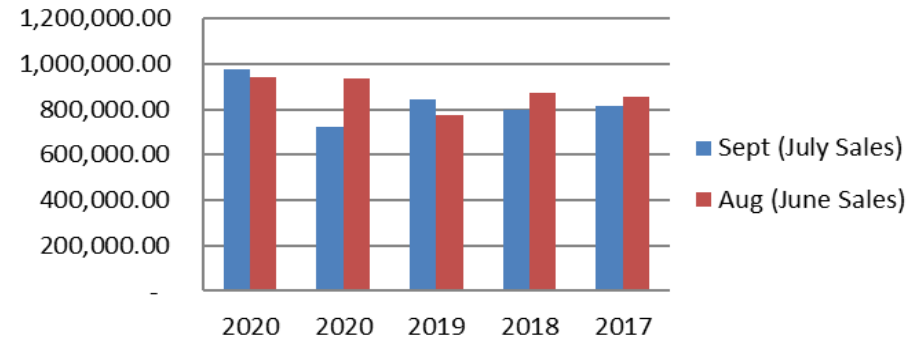
Attachment: September 2021 Financials (11170 : September Treasurer's Report-2021)

Sales Tax History Year to Date Sept (July Sales)



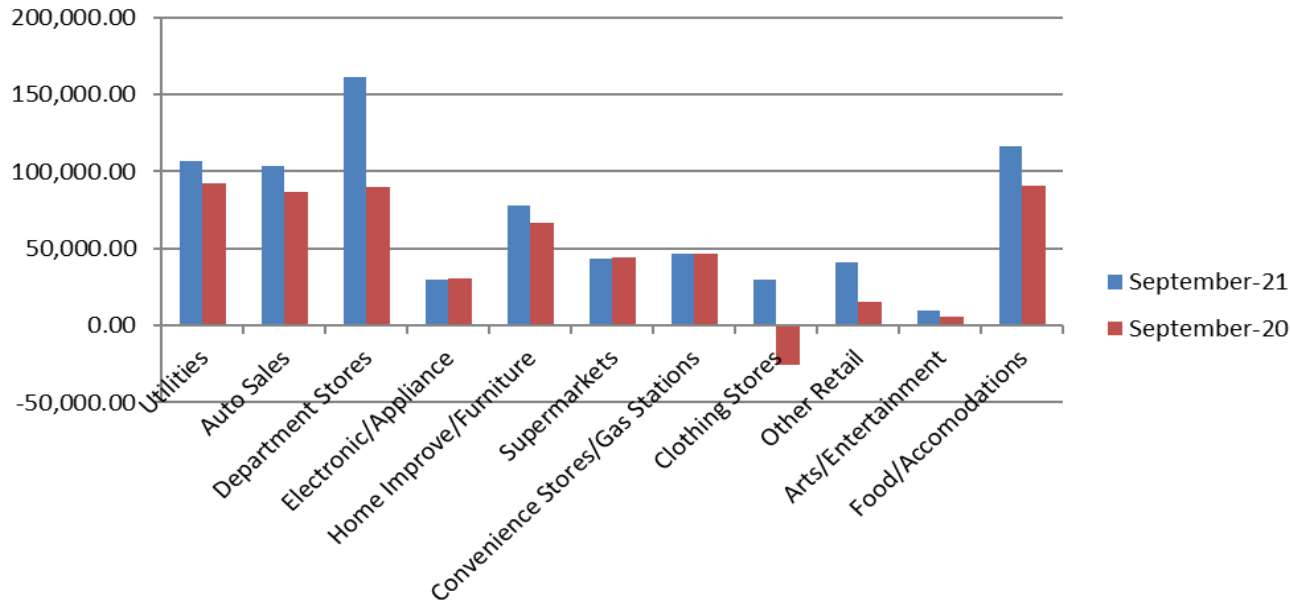
Year to Date Sales Tax is up 14.21% compared to Sept 2020

Sales Tax History Prior month comparison



September 2021 Sales Tax is up 3.63% compared to August 2021

Prior Year Comparison September 2020-September 2021



September 2021 Sales Tax is up 34.51% compared to September 2020

Auto/RV/MC Dealers	19.1
Department Stores/Specialty Stores	79.9
Electronic/Appliance	-1.9
Home Improve/Furniture	16.7
Supermarkets	-0.9
Convenience Stores/Gas Stations	-0.7
Clothing Stores	216.3
Other Retail	161.8
Utilities	14.9
Arts/Entertainment/ Recreation	70.8
Accommodation/Food Services	28.5

**Sales Tax/Use Tax Comparison
2020/2021**

	2020	2021		2020	2021		2020	2021	
	Use Tax		% Change	Sales Tax		% Change	Total		% Change
Janaury (Nov Sales)	113,497.53	140,065.96	23.41%	780,092.69	731,676.02	-6.21%	893,590.22	871,741.98	-2.44%
February (Dec Sales)	136,599.50	140,908.95	3.15%	842,707.15	777,357.41	-7.75%	979,306.65	918,266.36	-6.23%
March (Jan Sales)	114,829.14	161,815.02	40.92%	675,465.39	758,830.43	12.34%	790,294.53	920,645.45	16.49%
April (Feb Sales)	92,653.89	174,167.99	87.98%	678,700.29	667,765.52	-1.61%	771,354.18	841,933.51	9.15%
May (Mar Sales)	103,698.89	112,712.06	8.69%	641,513.61	863,595.03	34.62%	745,212.50	976,307.09	31.01%
June (Apr Sales)	111,757.65	148,631.96	32.99%	591,363.58	825,783.79	39.64%	703,121.23	974,415.75	38.58%
July (May Sales)	142,828.87	152,751.87	6.95%	665,061.20	825,518.10	24.13%	807,890.07	978,269.97	21.09%
August (Jun Sales)	174,712.05	171,338.18	-1.93%	762,397.36	769,597.25	0.94%	937,109.41	940,935.43	0.41%
September (Jul Sales)	123,569.05	159,656.02	29.20%	601,185.50	815,450.80	35.64%	724,754.55	975,106.82	34.54%
October (Aug Sales)	137,659.60		-100.00%	785,337.13		-100.00%	922,996.73	0.00	-100.00%
November (Sep Sales)	132,966.28		-100.00%	718,950.79		-100.00%	851,917.07	0.00	-100.00%
December (Oct Sales)	142,786.84		-100.00%	762,685.56		-100.00%	905,472.40	0.00	-100.00%



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: October 14, 2021

SUBJECT: Riley County Health Department Monthly Update

PRESENTER: Julie Gibbs

Covid Update

Staff Updates
Program Updates
Satisfaction Survey Results

Enclosures:

- 2021 budget to actual_September21 (PDF)
- monthlyupdateoct2021 (PDF)

RILEY COUNTY HEALTH DEPARTMENT
2021 Budget to Actual Comparison of Revenues and Expenses
January 1, 2021-September 30, 2021
75.0% of year

ACTUAL REG. CASH BAL. \$783,651.18

	Total Budget	Total Actuals	General		Emergency Preparedness		WIC		Kansas Health Foundation		CDRR		KCCF		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	2,974,154.12	-	599,857.33	49,578.00	58,729.27	901,636.00	721,875.00	75,000.00	25,000.00	45,000.00	34,294.00	-	68,597.52	209,113.00	182,339.00	154,712.00	139,955.00	9,060.00	15,157.77	131,556.00	137,976.92	220,000.00	222,711.54	756,386.00	701,704.00	50,148.00	35,561.00	10,000.00	7,230.77	30,087.00	22,565.00	
Client Fees	94,750.00	49,579.19	-	-	-	-	-	-	-	-	-	-	-	-	18,000.00	22,467.50	12,000.00	15,089.19	35,000.00	7,397.29	500.00	40.00	-	-	-	-	9,250.00	4,985.21	-	-	-	-	
Medicaid	46,500.00	22,761.18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,000.00	8,347.36	28,000.00	11,404.68	8,500.00	1,597.65	-	-	-	-	1,000.00	1,411.69	-	-	-	-	
Insurance	276,500.00	133,240.90	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Transfer from General	1,154,526.00	1,154,526.00	1,154,526.00	1,154,526.00	-	-	-	-	-	-	-	-	-	-	-	-	40,000.00	24,180.58	225,000.00	97,699.41	1,500.00	259.56	-	-	-	-	-	-	10,000.00	11,101.35	-	-	
Transfer in CARES	-	222,366.66	-	222,366.66	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Miscellaneous	25,296.00	52,046.67	25,296.00	39,220.61	-	-	-	479.81	-	1,800.00	-	-	-	-	-	-	-	-	-	-	10,288.50	-	217.71	-	-	-	-	40.02	-	-	-	-	
TOTALS	4,239,848.00	4,608,674.72	1,179,822.00	2,615,970.60	49,578.00	58,729.27	901,636.00	722,354.83	75,000.00	25,000.00	45,000.00	34,294.00	-	68,597.52	227,133.00	205,406.50	240,712.00	187,072.13	297,060.00	141,947.45	137,056.00	140,091.84	220,000.00	222,711.54	756,386.00	701,704.00	70,938.00	52,059.27	10,000.00	7,230.77	30,087.00	22,565.00	
% of Budget Received		108.70%		170.87%		118.46%		80.12%		35.73%		76.21%			90.43%			77.92%		47.78%		102.22%		101.23%		92.77%		74.86%		72.31%		75.00%	
Expenses																																	
Total Personnel	3,455,610.00	3,478,577.31	372,314.00	631,704.42	70,111.00	49,817.27	940,763.00	611,382.24	67,697.00	36,041.00	16,426.36	-	33,477.09	261,820.00	285,503.43	348,803.00	217,403.19	169,420.00	100,072.12	362,060.00	186,244.10	369,336.00	259,410.20	374,663.00	387,804.00	178,513.00	188,911.98	-	3,385.00	2,414.11	-		
Total Contract	807,445.00	759,827.32	359,190.00	290,801.19	1,025.00	3,149.20	25,304.00	13,692.26	2,930.00	9,204.75	8,350.00	13,188.35	-	20,745.64	13,315.00	7,532.08	25,800.00	11,070.71	6,800.00	3,477.02	8,560.00	13,050.17	66,270.00	42,321.57	384,746.00	314,399.07	58,500.00	43,266.82	-	14,655.00	12,932.49	-	
Total Commodities	453,497.00	366,703.53	11,500.00	138,094.72	-	1,979.35	17,100.00	7,356.56	2,351.00	50,957.38	1,100.00	2,925.40	-	14,766.28	2,825.00	1,547.77	58,750.00	27,608.06	254,850.00	64,106.12	5,400.00	3,355.12	3,400.00	1,568.44	60,325.00	39,341.76	13,950.00	3,789.19	10,000.00	5,098.42	11,946.00	4,208.96	
Capital	189,433.00	32,412.49	185,933.00	14,292.71	-	-	-	-	-	2,464.19	-	-	-	5,602.45	-	2,735.71	-	-	-	-	-	3,119.48	-	-	-	-	4,197.95	3,500.00	-	-	-	-	
Transfer Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTALS	4,506,190.00	3,872,514.65	762,937.00	1,074,893.04	71,136.00	54,945.72	889,667.00	532,431.06	72,078.00	62,626.32	46,391.00	30,540.11	-	74,592.36	277,860.00	197,318.99	433,353.00	256,082.36	431,060.00	180,775.34	276,020.00	200,639.39	439,506.00	303,300.21	819,733.00	645,743.68	354,463.00	233,071.99	10,000.00	5,098.42	29,986.00	19,555.66	
% of Budget Spent		78.93%		140.89%		77.24%		60.46%		85.82%		65.83%			70.99%		59.09%		41.94%		72.69%		69.01%		78.77%		66.01%		50.98%		65.22%		
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			941,077.56		3,783.55		189,923.77				(35,826.32)		3,753.89		(5,994.84)		8,087.51		(68,510.23)		(38,827.89)		(60,547.55)		(80,588.67)		55,960.32		(181,272.72)		2,132.35		3,009.34
ENDING CASH BAL.	\$1,519,811.25																																



BOH Monthly Report October 2021

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

Attachment: monthlyupdateoct2021 (11181 : RCHD Monthly Presentation)



Budget to Actual Sept. 2021 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
- State Formula-timing

Expenses:

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

Covid Update

16.b

County Numbers

Percent Positive
(goal is under 5%)

Hospital numbers
(Goal is 0!)

Testing Update

Testing daily at the
mall (rapid and PCR)

Saturday testing

Vaccine information

Vaccinating in the
schools

Preparing for more
boosters!

Attachment: monthlyupdateoct2021 (11181 : RCHD Monthly Presentation)

Youth Vaccine Plan

Working with the schools

Set Nov 13 and Dec 4 with USD
383

Starting info campaign for
parents

FLU CLINICS

City
Employees

October 6, 7 , 8

County
Employees

October 13

USD 383 Staff
and Family

October 15

Octfluberfest

October 21

Staff Updates

PH Nurse x 2 - Clinic

- 1 FT position
- 1 FT position (3 years)

Social Worker - MCH

- 1 FT position

Raising Riley Clerk

- 1 FT Position

CCL Surveyor

- 1 FT Position

Program Updates

WIC

- More \$\$ for fruits and veggies through September
- Trick or treating events – Wamego and the Mall

RR

- Attended Little Britches Sale – will be at trick or treating event in westloop
- Family Engagement Activity on Oct. 28th
- Helping 212 families with child care subsidies!

Clinic

- Immunizations!
- Prepping for 3rd dose clinics

CCL

- 7 complaints
- 11 initials
- Fingerprinted 19 people in September.

MCH

- Becoming a Family Class - February 2022

Program Updates

CDRR

- Resist chapter at Boys and Girls Club and is promoting it in the high school
- Working with the programs here at the HD to offer smoking cessation to clients

PHEP

- Preparedness drills starting back up again
- Renee is scheduled to present at the KAC conference in October

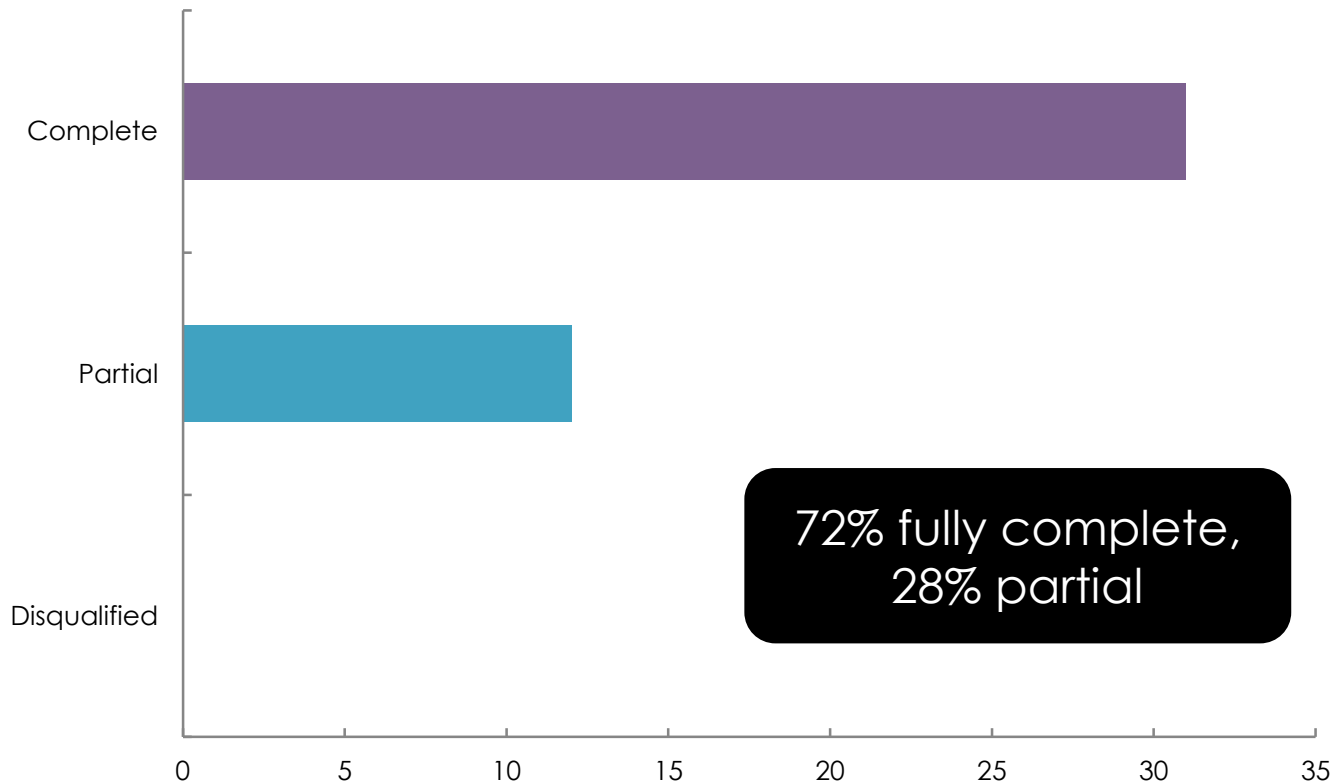
Health Education

- CHIP Process
- Employee Wellness
- Branding

Employee Satisfaction Survey Results

- Done annually
- To determine what practices we should keep doing, stop doing, or do better!
- To boost moral and help to ensure a healthy, safe and positive work environment.

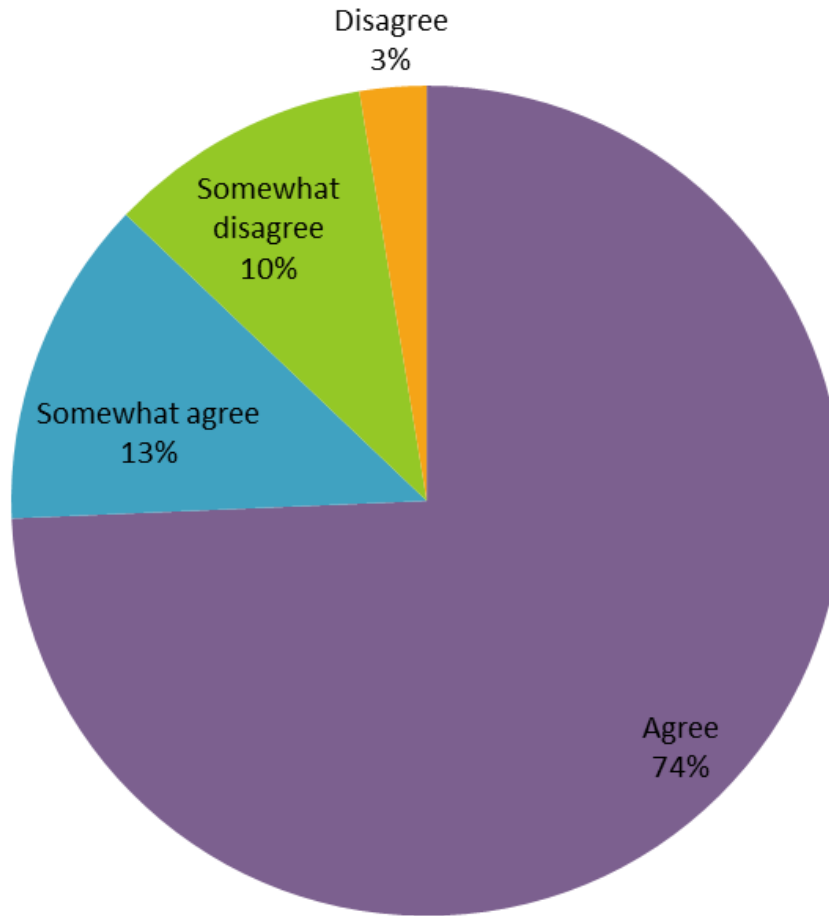
Response Stats



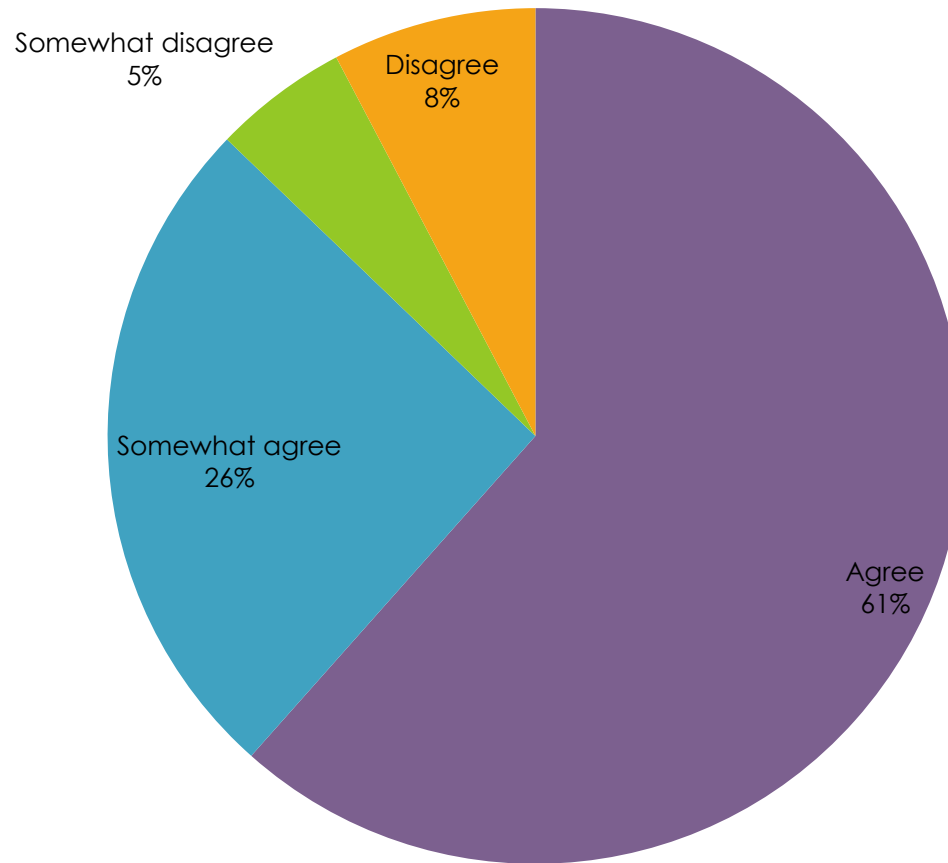
16.b

Attachment: monthlyupdateoct2021 (11181 : RCHD Monthly Presentation)

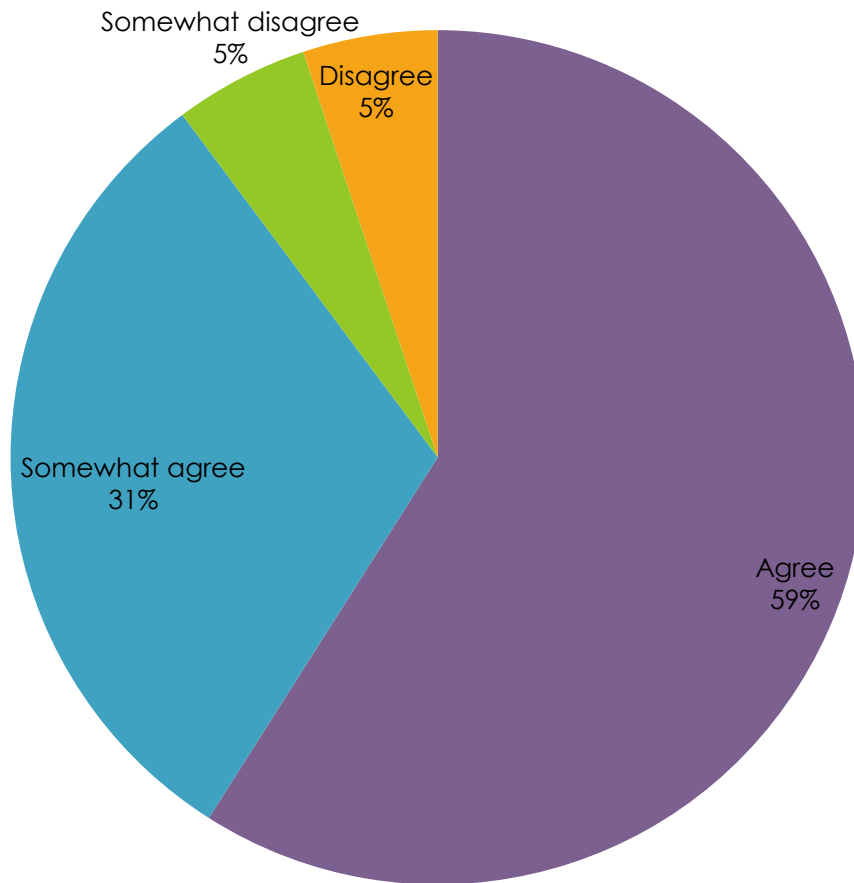
I know what's expected of me in my position.



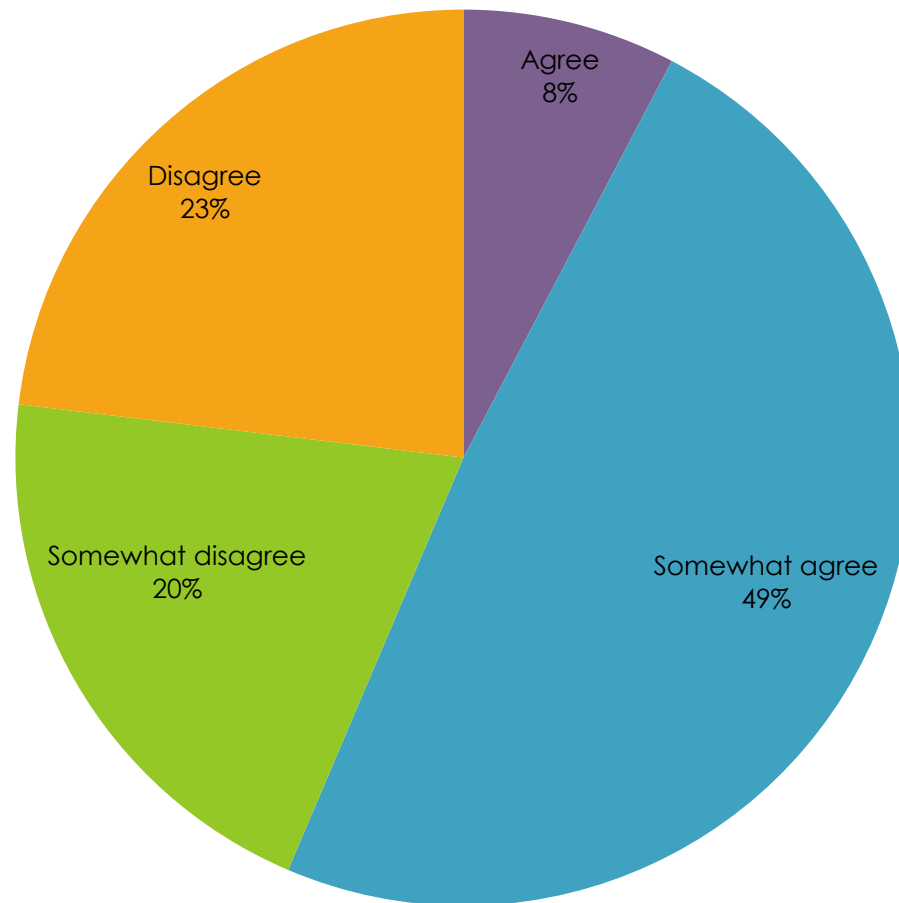
I feel as if my work makes a difference to the health of the Riley County community.



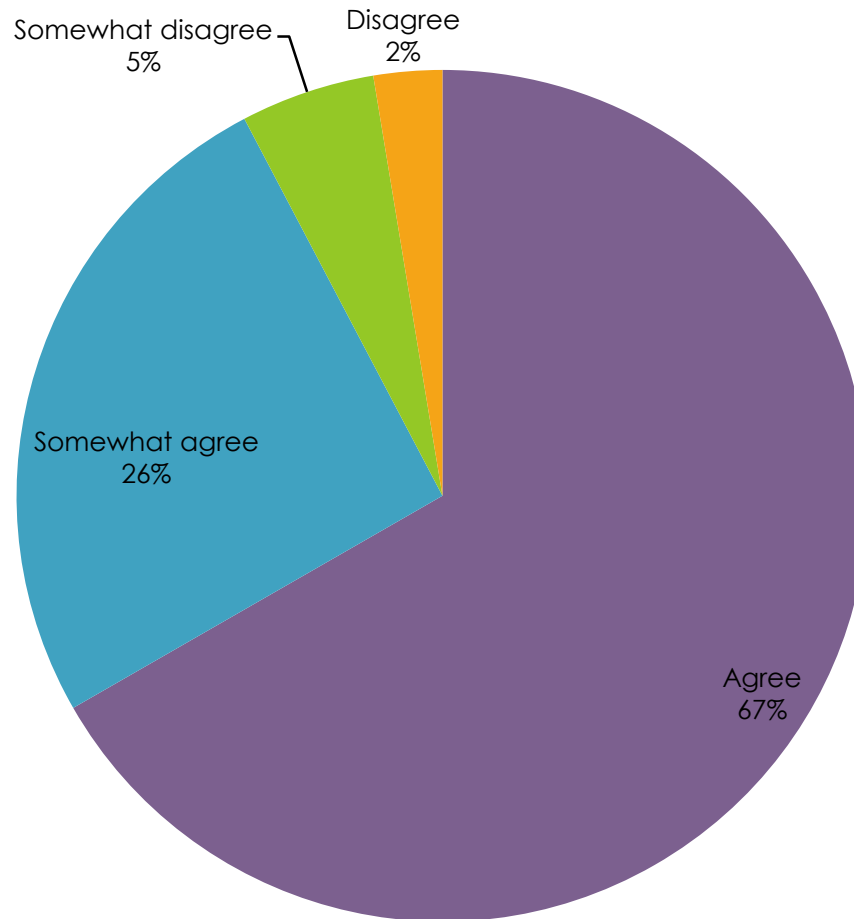
The communication between me and my direct supervisor is effective.



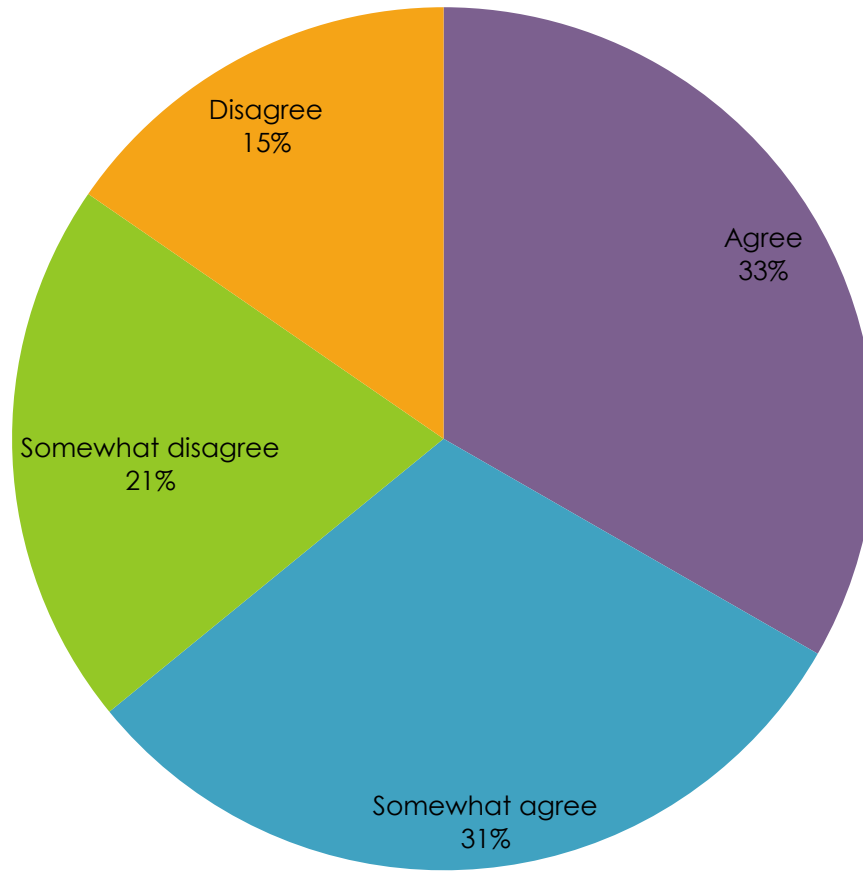
Communication between my program and other RCHD programs is effective.



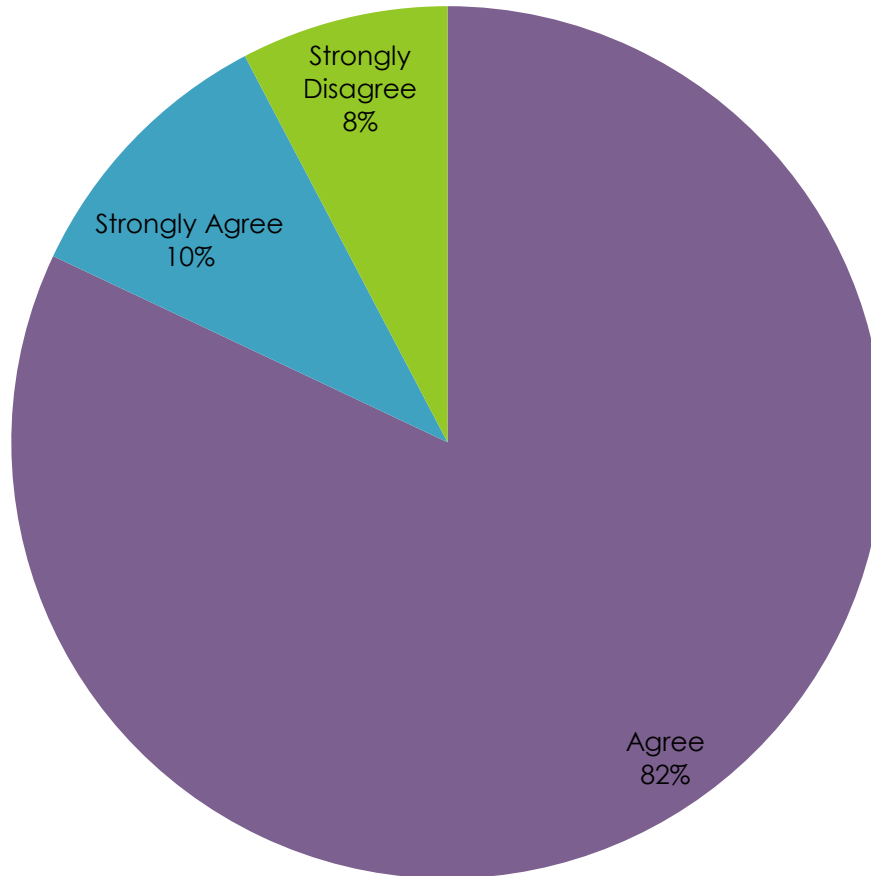
RCHD provides the resources (e.g. training, funding, supplies, equipment, etc.) I need to do my work effectively.



In my program outstanding performance is recognized in a meaningful way.



I am proud to be a member of RCHD.



New Initiatives



- 2 employees through American Red Cross
- Offer classes at a discount for clients and community
- Offer free classes to staff and other county employees

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: October 14, 2021

SUBJECT: Monthly Cash Flow Reports for September 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: 75%

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	1,924		234,042	235,965	750			750
Oct				-				-
Nov				-				-
Dec				-				-
Totals	\$27,607	\$3,716,027	\$234,042	\$3,977,676	\$1,337,702	\$0	\$0	\$1,337,702

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$5,655,953
2021 Revenue	\$3,977,676
Less 2021 Expenditures/Encumbrances	\$1,337,702
2021 Ending Unencumbered Cash	<u>\$8,295,927</u>
Less Remaining Approved Projects	\$2,563,353
Less Reserves	\$1,980,838
2021 Unreserved Cash	<u><u>\$3,751,736</u></u>

Reserved Funds:	
CIP Reserve	\$500,000
Fair Reserve	\$91,218
Radio Int Reserve	\$106,804
FFE Reserve	\$691,704
Hardware Refresh	<u>\$591,112</u>
Total Reserves	\$1,980,838

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$9,070,167	% Budget Expended
Expenditures to Date	\$1,337,702	
2021 Remaining Budget Authority	\$7,732,465	
14.75%		
Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$3,857,265	% Budgeted Revenue
Revenue to Date	\$3,977,676	
103.12%		

Attachment: cash flow reports2 2021 (11173 : 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	0	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	0	5,000
20-20PW010	509	Welsh Road Asphalt Overlay	243,641	233,509		0	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	0	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	0	42,140
21-21PW004		Low Boy Trailer	150,000	0	62,325	0	87,675
21-21PW005		Courthouse Stone Replacement & Patching	32,571	0		32,571	
PUBLIC WORKS TOTAL			4,823,962	2,569,830	466,308	1,640,534	147,289.46
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	0	5,437
21-21BOCC002		Church Asbestos Removal	50,000	0		50,000	
BOCC TOTAL			90,000	0	34,563	50,000	5,436.58
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	29,683	317	
PLANNING & DEVELOPMENT TOTAL			92,500	39,857	36,903	15,740	-
NOXIOUS WEED							
20-20NW001		1 1/2T 4x4 Spray Truck	40,000	0		40,000	
NOXIOUS WEED TOTAL			40,000	0	0	40,000	-

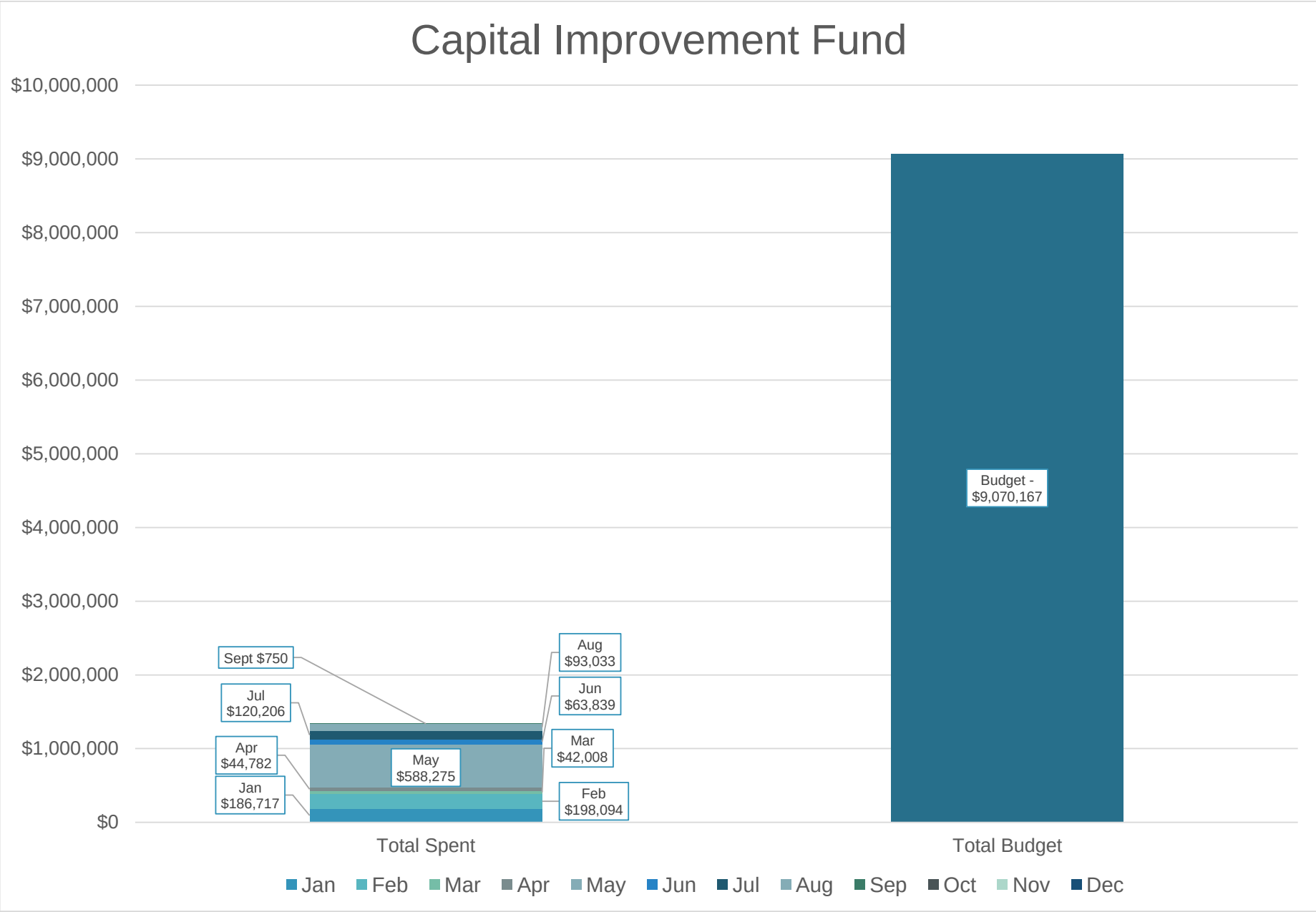
Attachment: cash flow reports2 2021 (11173 : Monthly Cash Flow Reports)

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	1,337,702	9,522,542	156,784.59

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

Completed Projects

Attachment: cash flow reports2 2021 (11173 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (11173 : Monthly Cash Flow Reports)

2021 Riley County Building Cash Flow Analysis

% of Year: 75%

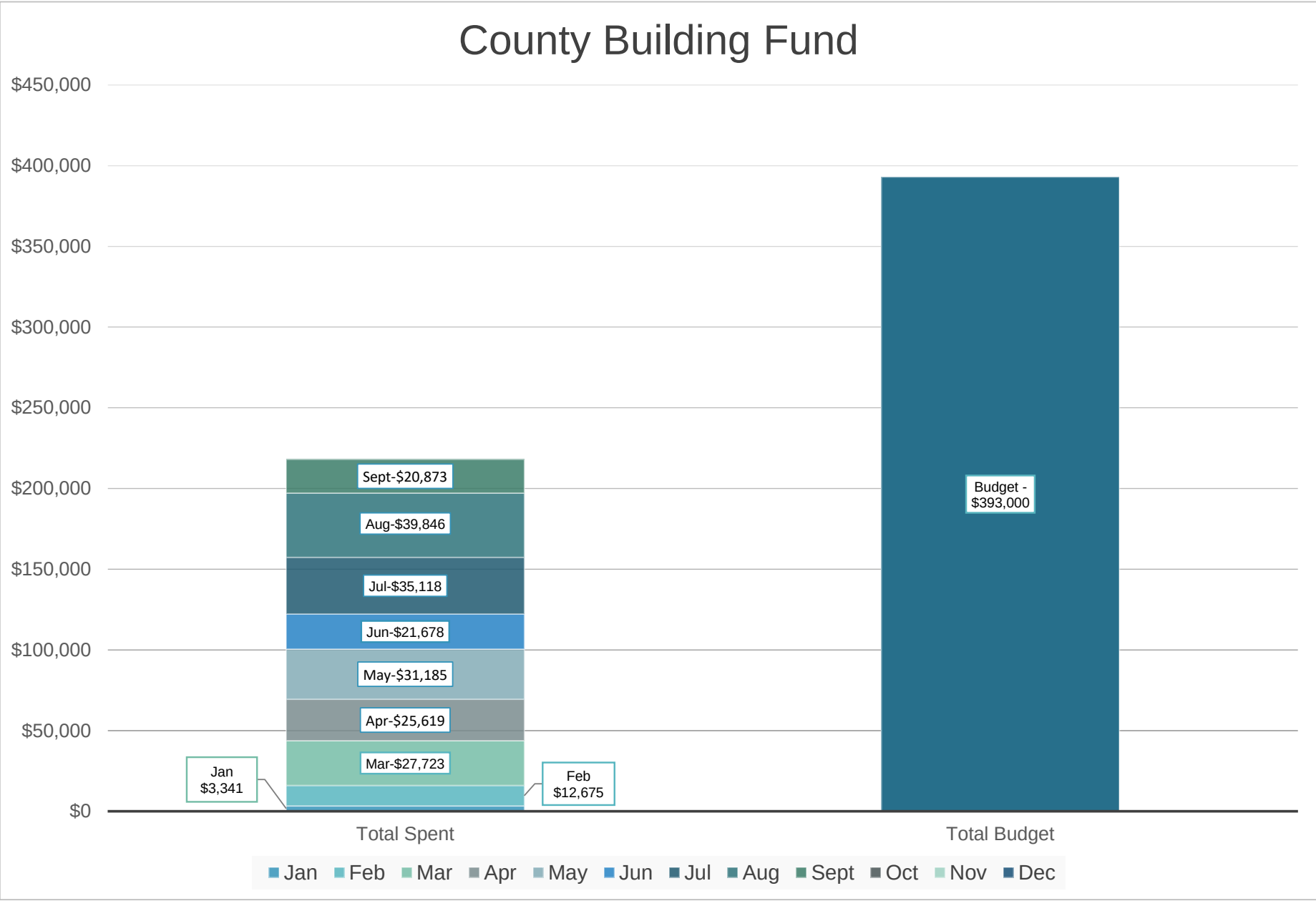
Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	189,844			189,844	3,341			3,341
Feb		110	34	144	12,675			12,675
Mar	16,662	20	1,467	18,149	27,723			27,723
Apr				-	25,619			25,619
May	141,066		34	141,099	31,185			31,185
Jun			44	44	21,678			21,678
Jul		3,742	34	3,775	35,118			35,118
Aug			34	34	39,846			39,846
Sep	21,242		129	21,371	20,873			20,873
Oct				-				-
Nov				-				-
Dec				-				-
Totals	\$368,814	\$3,872	\$1,773	\$374,459	\$218,058	\$0	\$0	\$218,058

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$24,207
2021 Revenue	\$374,459
Less 2021 Expenditures/Encumbrances	\$218,058
2021 Ending Unencumbered Cash	\$180,607

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$393,000	% Budget Expended
Expenditures to Date	\$218,058	
2021 Remaining Budget Authority	\$174,942	

Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$374,044	% Budgeted Revenue
Revenue to Date	\$374,459	

Attachment: cash flow reports2 2021 (11173 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (11173 : Monthly Cash Flow Reports)

2021 Riley County Economic Development Cash Flow Analysis

% of Year: 75%

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	-			-	14,959			14,959
Oct	-			-				-
Nov	-			-				-
Dec	-			-				-
Totals	\$300,000	\$0	\$0	\$300,000	\$304,119	\$0	\$0	\$304,119

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$151,834
2021 Revenue	\$300,000
Less 2021 Expenditures/Encumbrances	\$304,119
2021 Ending Unencumbered Cash	\$147,715
Less Est. Project Balance for CY	\$139,800
2021 Projected Unencumbered Cash	\$7,915

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$401,322	% Budget Expended
Expenditures to Date	\$304,119	
2021 Remaining Budget Authority	\$97,203	
75.78%		
Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$300,000	% Budgeted Revenue
Revenue to Date	\$300,000	
100.00%		

Attachment: cash flow reports2 2021 (11173 : Monthly Cash Flow Reports)

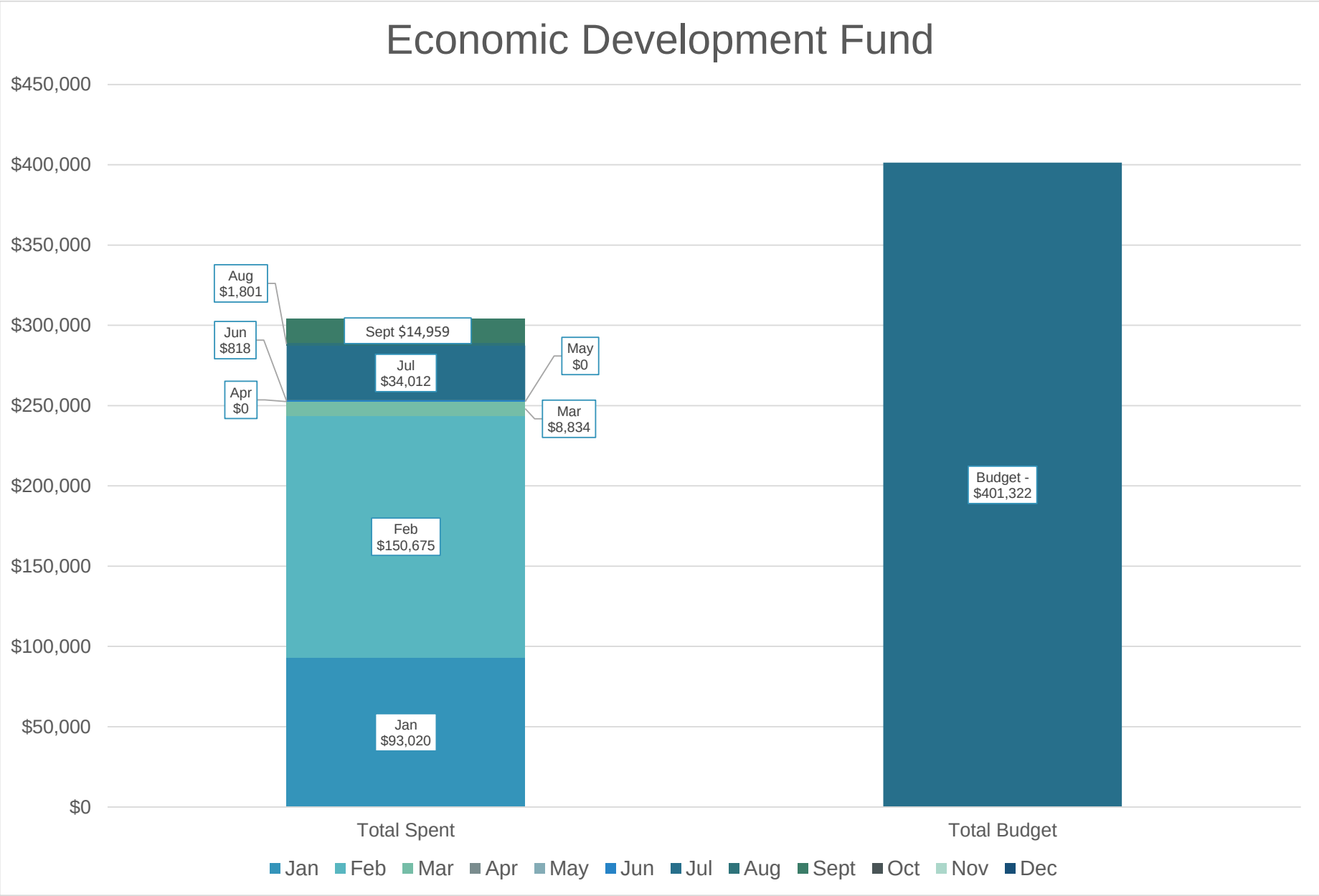
2021 Eco Devo Detailed Expenditures per Project and per Dept

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	0
Flint Hills Veterans Coalition	1,100	0	1,100	0	0
Downtown Manhattan	5,000	0	5,000	0	0
Riley Co. General Eco Devo	74,190	0	6,721	67,469	
APPROPRIATION TOTALS	\$135,290	\$0	\$67,821	\$67,469	\$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	6,057	18,171	
K18 Ramp Contribution (10 pmts)	1,500,000	1,350,000	150,000	0	0
CONTRACT TOTALS	\$1,621,140	\$1,446,912	\$156,057	\$18,171	\$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	22,500	20,097	
PROJECT TOTALS	\$200,000	\$107,403	\$22,500	\$70,097	\$0
TOTALS	\$2,629,931	\$1,816,691	\$304,119	\$509,121	\$0

Remaining Approved Projects less lease/debt payments/reserve
(not included as these payments are subject to approval with annual budget) \$139,800

Completed Projects

Attachment: cash flow reports2 2021 (11173 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (11173 : Monthly Cash Flow Reports)

2021 Riley County Sales Tax Cash Flow Analysis

% of Year: 75%

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	172,562			172,562	162			162
Oct				-				-
Nov				-				-
Dec				-				-
Totals	\$1,512,438	\$0	\$0	\$1,512,438	\$350,262	\$0	\$0	\$350,262

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$4,482,951
2021 Revenue	\$1,512,438
Less 2021 Expenditures/Encumbrances	\$350,262
2021 Ending Unencumbered Cash	\$5,645,127
Remaining 2021 Projected Revenue	-
Less Est. Project Balance for CY	\$ 320,559
2021 Projected Unencumbered Cash	\$5,324,567

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$4,320,367	% Budget Expended
Expenditures to Date	\$350,262	
2021 Remaining Budget Authority	\$3,970,105	
8.11%		
Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$1,500,000	% Budgeted Revenue
Revenue to Date	\$1,512,438	
100.83%		

Attachment: cash flow reports2 2021 (11173 : Monthly Cash Flow Reports)

2021 Sales Tax Detailed Expenditures per Project and per Dept

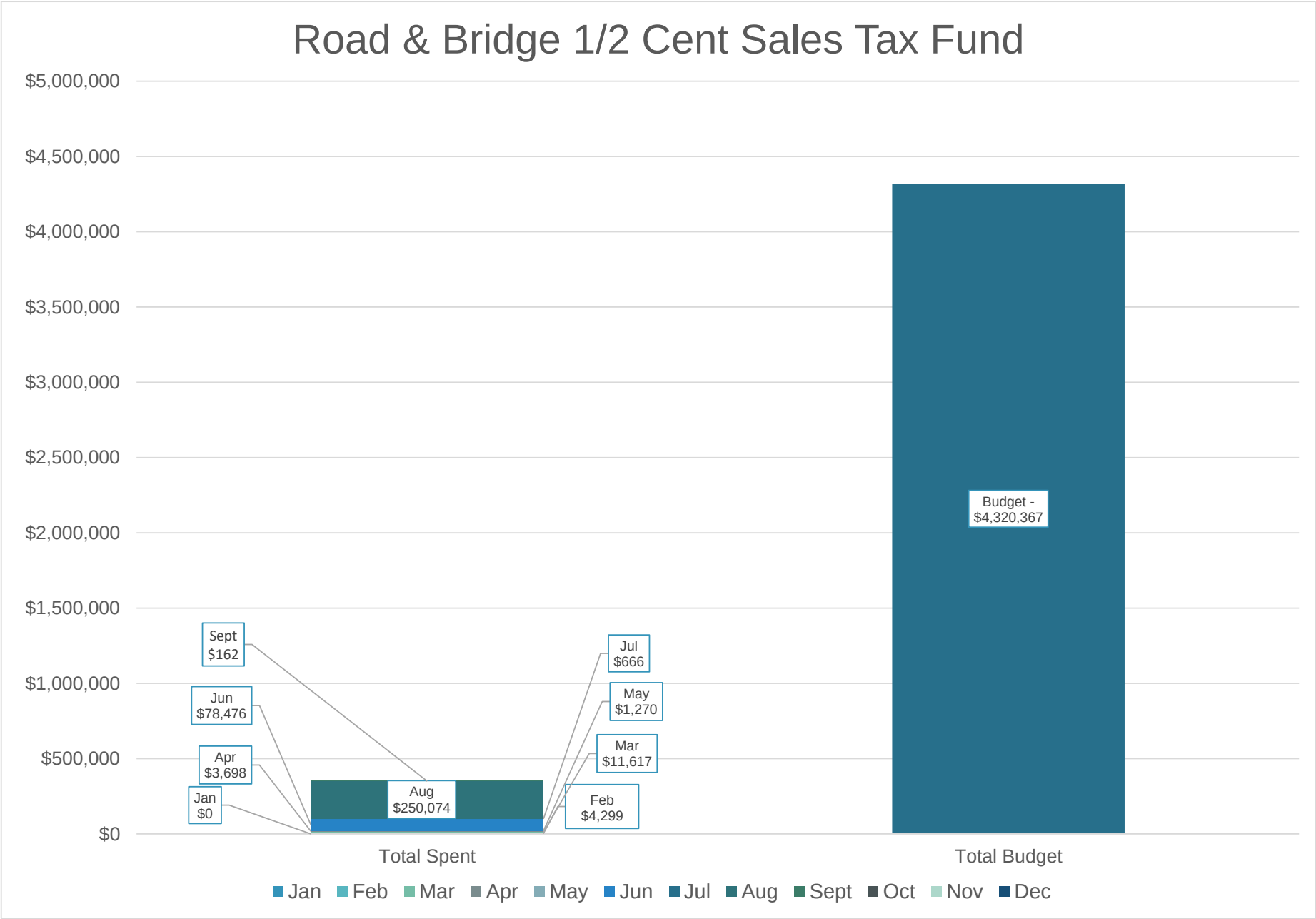
Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	2021 Expenditures/ Encumbrances	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
CULVERTS						
437	Casement Drainage Outlet Structure	298,852	298,852		0	0
442	West 54th Avenue	124,000	168,131		0	-44,131
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	870,493		0	179,507
449	Stockdale Park	927,400	924,119		0	3,281
456	Senn Rd	454,500	59,650	7,921	386,929	
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	\$6,679,349	\$90,857	\$3,510,709	-\$43,737
RECONSTRUCTION						
448	Denison (Marlatt to City Limits)	3,951,470	3,857,457		0	94,013
431	McDowell Creek Road (abandoned)	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	50,000	
464	Barnes/Casement Road	386,690	0	125,000	50,000	
	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	\$725,000	-\$466
TOTALS		\$23,889,440	\$14,495,590	\$350,262	\$4,406,766	\$2,656,637

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	\$ 146,579
Overlay TBD and approved by BOCC	\$ 175,000	\$ -
TOTAL	\$ 643,700	\$ 320,559

Attachment: cash flow reports2 2021 (11173 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (11173 : Monthly Cash Flow Reports)

**RILEY COUNTY LAW ENFORCEMENT AGENCY
SPECIAL LAW BOARD MEETING
KSU Research Foundation
Institute for Commercialization
2005 Research Park Circle
Manhattan, KS
October 14, 2021 4:00 p.m.
Agenda**

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

NOTE: Riley County Law Enforcement Agency (Law Board) Meetings are open to the public. Effective Monday, August 2, 2021 Kansas State University will require that everyone wear masks while indoors on university property, unless alone in their own private offices or workspaces. These changes are a result of the rapid rise in cases due to the delta variant. In order to comply with provisions of the Americans with Disabilities Act (ADA), the Riley County Law Enforcement Agency will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact Executive Assistant Nichole Glessner at (785) 537-2112, ext. 2468, for assistance.

Agenda items may be viewed on the Riley County Police Department website at <http://rileycountypolice.org/about-us/law-board-0>. The Meeting of the Riley County Law Enforcement Agency will be livestreamed on Facebook at <https://www.facebook.com/RileyCountyPD>.