



**Board of Riley County
Commissioners
Regular Meeting
Agenda
October 28, 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. Transfer Station Truck Scale- Contract with Scales Sales & Service, LLC.
4. Sign Riley County Personnel Action Form(s)

Review Minutes

5. Board of Riley County Commissioners - Regular Meeting - Oct 25, 2021 8:30 AM

Review Tentative Agenda

6. Tentative Agenda

Press Conference Topics

7. Discuss Press Conference

9:00 AM

Barry Wilkerson, County Attorney

8. Staff update

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

9. Administrative Work Session

9:35 AM

Cory Meyer, Interim IT/GIS Director

10. IT/GIS Staff Update - October 2021

9:50 AM

Shelly Williams, Community Corrections Director

11. Staff Update

- 10:05 AM Bob Isaac, Planner**
12. Public Hearing to plat a tract of land into one (1) residential lot.
- 10:15 AM Julie Gibbs, Health Department Director and Breva Spencer, Maternal and Child Health Supervisor**
13. Approval to hire the MCH Bilingual Case Manager/Navigator beginning January 1, 2022
- 10:20 AM Amy Manges, Register of Deeds**
14. Year-To-Date-Revenue
- 10:30 AM Rich Vargo, County Clerk**
15. Salary Approval for PIO
- 10:45 AM John Ellermann, Public Works Director/County Engineer**
16. Power Broom Replacement

Adjournment

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



PUBLIC WORKS
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 28, 2021

SUBJECT: Transfer Station Truck Scale- Contract with Scales Sales & Service, LLC.

PRESENTER: John Ellermann, County Engineer

Attached for your approval is the contract with Scales Sales & Service, LLC., Omaha, NE, in the amount of \$40,000.00, for the Transfer Station Truck Scale.

This will be paid from the Solid Waste Fund. Staff recommends approval.

POSSIBLE MOTION(S)

Move to approve and sign the contract with Scales Sales & Service, LLC., Omaha, NE, in the amount of \$40,000.00, for the Transfer Station Truck Scale.

Move to deny the contract with Scales Sales & Service, LLC., Omaha, NE, in the amount of \$40,000.00, for the Transfer Station Truck Scale.

Move to table for further discussion.

Enclosures:

- Scales Sales & Services, LLC_Transfer Station Truck Scale_Contract_102821 (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 **Scales, Sales & Service, LLC.**, 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:

Riley County Transfer Station Truck Scale

in accordance with the provisions contained in these contract documents.

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>08/19/2021</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.

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

1. Special Provisions.

g. Bonds.

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

h. Owner's "Contractual Provisions Attachment"

*10/15/21
- Pending - Not included in bid
requirement or quoted.
\$1,200.00
cost/addition.
• Awaiting approval
via John Ellermo*

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 4 calendar 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 **Forty Thousand Dollars (\$40,000.00)**.

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

SCALES, SALES & SERVICE, LLC.

By

Title

Address
8615 VERNON AVE
OMAHA, NE 68134

ATTEST: County Clerk

* * * * *

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

County Counselor

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

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

SCALES, SALES & SERVICE, LLC.

By: *[Signature]*
Name

10/15/21
Date



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager

MEETING: October 28, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-10 J Kickhafer (green) (PDF)
- 2021-10 D Ferris (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date: 10/25/2021
☐ Change		Employee #

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

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

Kickhaefer	Jonathan	H	
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Name: Last First Middle Home Phone

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Address: Street City State Zip

Public Works Operator II	Public Works/Operations	001-040
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Position Title Department Fund

11/01/2021	☐	☒		☒ Yes	☐ No
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Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

I	4	\$19.18	☒ Hour	\$	☐ Bi-weekly	☒ 40	☐
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department: John Humann Date: 10-21-2021

Personnel: Elizabeth 10/25/21

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 9/16/2021
☒ Change		Employee #

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

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

Ferris	Devon		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Covid 19 Contact Tracer	Health	0030-0000400-0337
Position Title	Department	Fund

10-28-2021	☐ Exempt	☒ Non-Exempt		☐ Yes	☒ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

B	9	\$15.80	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department:  Date: 10-21-21

Personnel:  10/25/21

BOCC

Chairman: _____

Member: _____

Member: _____



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
November 01, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

1. Administrative Work Session

9:20 AM

Break

9:30 AM

Press Conference

2. RCPD update - Captain Greg Steere (3-5 minutes)
3. Downtown Manhattan update - Gina Snyder (3-5 minutes)
4. Election - Rich Vargo (2 minutes)

9:50 AM

Julie Gibbs, Health Department Director

5. Grant
6. Contract for Community Health Improvement Plan

10:00 AM

Russel Stukey, Emergency Management Director

7. Staff update

10:15 AM

Amanda Smeller, Planning/Special Projects Director

8. Land Development Regulations

Attachment: 11-01-21 tentative agenda (10505 : Tentative Agenda)

Adjournment

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

Attachment: 11-01-21 tentative agenda (10505 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
November 04, 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

Michael Boller, Noxious Weed Director

2. Staff update

9:30 AM

Greg McHenry, Appraiser

3. Staff update

9:55 AM

Break

10:00 AM

Amanda Smeller, Planning/Special Projects Director

4. Staff update

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

5. Administrative Work Session
6. Executive session to discuss confidential legal advice regarding potential litigation issues

12:00 PM

Legislative Conference

Adjournment

Attachment: 11-04-21 tentative agenda (10505 : 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: 11-04-21 tentative agenda (10505 : Tentative Agenda)



IT/GIS
Staff Update

Cory Meyer
Interim IT/GIS Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6305

STAFF REPORT

FROM: Cory Meyer

MEETING: October 28, 2021

SUBJECT: IT/GIS Staff Update - October 2021

PRESENTER: Cory Meyer

Commissioners,

The last month has been spent working on internal projects, as well as continued progress on department/countywide projects. Here are some highlights:

Information Technology (IT)

- * Continued COVID 19 related work, including Splashtop remote access installs, assistance with Zoom and BOCC meetings, emergency Website updates, etc.
- * Continue to assist District Court with Wareham jury selection site, as needed.
- * Continue to work with the PIO/Civic Plus on the 2021 County website redesign. Colors and page design selected, Civic Plus is currently working on a mock up page for preview.
- * Renew discussions with Attorney's office/vendor regarding Tyler Odyssey software implementation.
- * Continue discussions with Vendors regarding quotes for our 2022 Microsoft Enterprise Agreement renewal, Office 365 implementation plans, etc.
- * Continue to pursue quotes for an enterprise electronic document signature solution.
- * Continue discussions with District Court and State on project to convert DC employee email addresses to a consistent KSCourts.org format.
- * Continue ongoing work with new PIO/HR staff on review/update of unfinished IT Policies, which has been delayed by Covid related work.
- * Completed monthly transfer of SVQs & Deeds to the State; various customer requested phone programming changes.

- * Ongoing account activation/deactivation, answering of help desk calls, Komtek/AS400 backups, resolution of user issues, swap of older/replacement of failed equipment, etc.
- * Health Department Evergy Outages
- * Year End Budget and Contract Reviews.

Geographic Information Systems (GIS)

- * Continue Covid dashboard updates as well as plan for vaccine booster deployment.
- * Conduct Sanborn kickoff meeting for our next Ortho flight in Feb/Mar 2022.
- * Participate in NG911 road renaming committee meeting.
- * Finalize planning/back end work to supply access to Ortho Oblique imagery to non-County (ie. RCPD, KSUPD, KSU) users.
- * Implement new backup process for GIS related servers, which will significantly shorten recovery time, should these servers become non-functional in a disaster scenario, etc.
- * Assist Emergency Management/RCPD with updating GIS data for the re-numbering of rural fire stations for 911 response.
- * Make monthly NG911 data submissions, and also attend State NG911 Strategic Planning yearly meeting (via Zoom).
- * Ag Use Changes from 2021 Ag Survey, end of month Building Permit, Enviro. Health, and Zoning updates, etc.
- * Parcel Fabric Research and Training

**Signed,
Cory Meyer**

Enclosures:



COMMUNITY CORRECTIONS
Staff Update

Shelly Williams
Community Corrections
Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

STAFF REPORT

FROM: Shelly Williams, Riley County Community Corrections, Director

MEETING: October 28, 2021

SUBJECT: Staff Update

PRESENTER: Sandi Harper, Riley County Community Corrections, ISO II

Received for a second year the KDHE Overdose Data to Action Mini-Grant Sub-Award. As a result will be engaging in a contract with the Clay County Sheriff's Office upon approval from Mr. Clancy Holeman. (Draft attached as an FYI only.)

Working closely with Kansas Oxford Houses to establish a men's sober living unit in MHK.

We were able to divert funds for the NADCP training from our Reimbursement Carryover to City Alcohol.

We got cameras installed in our county vehicles for transports.

Received for a second year the Caroline Peine Grant in the full requested amount of \$7,000.

Starting 4th week of both the Parent Project and Loving Solutions parent education support groups.

Enclosures:

- Clay County SO Drug Testing Contract 2nd Year (DOC)

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into the on _____ day of November 1, 2021, by and between Riley County Community Corrections, hereafter “RCCC”, and the Clay County Sheriff’s Department, hereafter “SO”.

WHEREAS, RCCC provides risk-based supervision based on evidence-based principles and practices, and;

WHEREAS, SO is willing and able to provide same sex, continuous observation of all specimen collections with all universal safety precautions being followed;

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

1. RCCC RESPONSIBILITIES

RCCC agrees and promises it shall:

- a) Provide in-person training;
 - i. Provide written “how to” drug testing instructions for ease of completion and accuracy.
 - ii. Provide proper instruction when new testing methodologies are introduced.
- b) Provide access to e-learning training modules;
- c) Provide access to on-line drug testing portal;
- d) Direct offenders to report between the hours of 7 – 7:30am, 10 – 11:30am if disabled or unemployed, and 7 – 7:30am, 10 – 11:30am and 6:30 – 8pm if employed when their assigned, random, risk-based color is called.
- e) Provide drug testing supplies to include laboratory requisition forms, collection cups, collection hats, single panel, 10 or 13 panel dips, Quantisal saliva collection devices, and dye;
- f) Provide PPE supplies to include rubber gloves, glove rack and masks;
- g) Provide a lockable supply cabinet for drug testing and PPE supplies;
- h) Pay \$20 per urine specimen collected and tested not to exceed \$6,000.00 of the KDHE OD2A Sub-Grantee Award by August 31, 2022;
- i) Make payments on the last payroll cycle of the month based on weekly documentation submitted by Monday’s at noon. Total payments shall not exceed \$10,000 in any State Fiscal Year (July 1st through June 30th) or RCCC will have to go out for bids.

2. CONTRACTOR RESPONSIBILITIES

Contractor agrees and promises to:

- a) Participate in all training provided by Riley County Community Corrections.
- b) Keep all drug testing supplies in a secure location accessible only by trained staff.
- c) Ensure that client's coats/jackets, purses, backpacks, etc. are not allowed in the collection or testing area.
- d) Provide on-site drug testing for male clients from 7 – 7:30am, 10 – 11:30am for disabled or unemployed offenders, and 7 – 7:30am, 10 – 11:30am and 6:30 – 8pm for employed offenders. ~~Female clients will be scheduled randomly only during female correction officer's scheduled hours.~~
- e) Provide same-sex, continuous observation of all specimen collections to prevent possible attempts by the offender to dilute or contaminate the sample, smuggle in another's urine, or otherwise attempt to alter a sample.
 - i. Only provide drug testing for those clients who have their color called on said day or if requested by the RCCC Intensive Supervision Officer.
 - ii. Take necessary precautions by diluting the stool with a colored solution if there is a verified medical condition that impedes the client from providing a specimen while under continuous observation.
 1. Upon reasonable suspicion, ask the offender to submit to a search for possible devices.
 - a. If a device is confiscated, it may be used as evidence in a probation violation hearing, so necessary precautions shall be taken to preserve said evidence.
 - b. Said evidence shall be sealed and stored in a secure location with a chain of custody form to include the offender's signature.
- f) Provide on-site drug testing utilizing an approved testing device for the detection of illicit or prohibited substances contained in the urine, breath or saliva, capable of providing immediate results.
 - i. All specimen testing shall be conducted in the presence of the client.
 - ii. Testing samples shall not leave the presence of the client, to include and until the specimen is sealed for mailing.
- g) In the event an offender is unable to provide a urine sample, the following actions may be taken:
 - i. The offender may be requested to leave the office and return when they are able to submit a specimen, or
 - ii. The offender may be taken to a designated area until the requested sample is provided.

- h) Follow chain of custody best practice protocols. Chain of custody being the chronological documentation and paper trail which reflects the custody, control, transfer, analysis and disposition of a sample of bodily fluid, which has been submitted for testing.
 - i. A Chain of Custody form shall be completed only when a urine specimen sample is being submitted to the laboratory for confirmation of an on-site test.
 - ii. A Chain of Custody form shall be retained for RCCC.
- i) Follow lab confirmation protocols on specimens yielding positive results;
 - iii. Lab confirmation shall only occur when a positive sample is submitted or when the Intensive Supervision Officer requests a confirmation to ascertain levels.
 - iv. Specimens sealed for laboratory confirmation shall be stored in a secure location accessible only by staff.
- j) Return drug testing paperwork to the locked supply cabinet.
- k) Preserve client confidentiality and follow all state and federal non-discrimination laws.

3. TERM

The parties understand and agree that this Agreement shall be in effect until August 31, 2022, subject to termination or modification.

4. MODIFICATION

This Agreement may be modified, amended or enlarged only by mutual agreement of the parties in writing. The parties agree and promise to review this Agreement bi-annually, and to cooperate in development of testing practices, protocols and overall procedures or amendments as they relate to this Agreement to ensure the success.

5. TERMINATION

Termination of this Agreement shall become effective August 31, 2022. The parties agree this Agreement may also be terminated by written notice to the other party not less than one month prior to desired end date IN WITNESS, HEREOF, this Agreement is executed by the parties the day and year written above.

Shelly Williams, Director
Riley County Community Corrections

Alan Benninga, Sheriff
Clay County Sheriff's Department

Date

Date



PLANNING & DEVELOPMENT
Public Hearing

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

RESOLUTION

FROM: Bob Isaac, Planner

MEETING: October 28, 2021

SUBJECT: Public Hearing to plat a tract of land into one (1) residential lot.

PRESENTER: Bob Isaac, Planner

BACKGROUND

See staff report.

DISCUSSION

See staff report.

FISCAL IMPACT

None is anticipated

ALTERNATIVES

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

RECOMMENDATION(S)

On October 18, 2021, the Riley County Planning Board heard the request. Having no concerns, the Planning Board approved the request for a Residential Use Designator - Extraneous Farmstead and approved the Concurrent Plat of Vinduska Addition.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Vinduska Addition, accepting any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat.

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

A. Motion to approve Resolution 102821-___ acknowledging the approved Final Plat of Vinduska Addition and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat.

Or

B. Motion to sign Resolution 102821-___ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Vinduska Addition, as it has been determined that it does not meet the requirements of the Riley County Subdivision Regulations.

ATTACHMENT(S):

- Staff report
- Maps
- Excerpt of Planning Board minutes

Enclosures:

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



PLANNING & DEVELOPMENT

STAFF REPORT

Residential Use Designator & Plat

PETITION: #21-0069

APPLICANT: David & Janet M. Vinduska
10221 Jerusalem Rd
Randolph, KS 66554-9053

PROPERTY OWNER: David & Janet M. Vinduska
10221 Jerusalem Rd
Randolph, KS 66554-9053

REPRESENTATIVE: SMH Consultants, Inc.
2017 Vanesta Pl. Ste. 110
Manhattan KS 66503

REQUEST: Receive a Residential Use Designator-Extraneous Farmstead for an unplatted tract of land and plat the tract into a single lot.

SIZE OF TRACT: The subject site is approximately 11.7 acres.

LOCATION: Generally located approximately 1.25 miles west of Tuttle Creek Boulevard, on the south side of Jerusalem Road; Section 17, Township 6 South, Range 6 East; Swede Creek Township.

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



BACKGROUND: The subject site is an approximately 11.7-acre portion of a larger 155-acre parent tract. The entire property has been used primarily for pasture and livestock for several decades. The property is currently developed with an existing single family dwelling originally constructed in approximately 1901. The applicant wishes to retain the homestead, including outbuildings, and sell the surrounding farm ground.

DESCRIPTION:

Physical site characteristics: The site has been developed with a single family residence and used as a working farm for several years. The farmstead is heavily wooded and surrounding by pasture ground. The entire parent tract is hilly, sloping eastward toward a first order stream. The proposed site's east boundary will following along the west edge of the creek.

General character of the area: The area is predominantly agricultural.

SUITABILITY OF ZONING:

Zoning History: The site has been zoned "AG" (Agricultural District) since at least 1974. There are no variances, conditional uses or special uses associated with the site.

Proposed zoning: The request is not to rezone the subject property, but to receive approval for a Residential Use Designator for an Extraneous Farmstead, as per Section 8 – Agricultural District in the Riley County Zoning Regulations.

SURROUNDING ZONING/LAND USE		
	ADJACENT ZONING	LAND USE
NORTH	"AG" (AG Agricultural District)	farm/farm residential
SOUTH	"AG" (AG Agricultural District)	pasture
EAST	"AG" (AG Agricultural District)	pasture
WEST	"AG" (AG Agricultural District)	pasture

POTENTIAL IMPACT:

Public Facilities and Services:

Streets and bridges: The subject site currently has direct access to Jerusalem Road, a two-lane local road, maintained by Swede Creek Township. No additional points of ingress/egress are being proposed with this request.

Water and sewer: The subject site is currently served by an on-site water well and waste stabilization pond (lagoon).

Fire: Riley County Fire District #1 will serve the site. The nearest County fire station is the Peach Grove Fire Station, located at 20383 Peach Grove Road; however, due to a straight vs curvy road, the Swede Creek Fire Station, located at 8360 Swede Creek Road may be the fastest responder.

Effect on public facilities and services: It is not anticipated that approval for a Residential Use Designator – Extraneous Farmstead for an existing and established homestead will have a detrimental impact on public facilities or services.

CONFORMANCE TO THE LAND USE PLAN:

The request was reviewed with the 2009 Vision 2025 Riley County Comprehensive Plan, specifically the Development Guidance System (Chapter 12). The analysis is as follows:

Goals, Objectives and Policies

Goal for residential:

To allow for the development of a diversity of housing types, sizes and price levels to meet the changing needs of all county residents.

Objective R4: Allow for adequate amounts of single family housing in suitable locations throughout the county.

Policies:

R4.2 Roads serving residential developments should safely accommodate anticipated traffic.

Future Land Use Map

According to the Future Land Use Map North (Figure 11.2) found in the Plan, the subject property is located outside a designated growth area.

The Land Evaluation/Site Assessment (LESA) Score

Due to the type and nature of the request, a LESA was not generated.

Hardship on the landowner

The Applicant did not express a hardship as a reason for this request.

Staff analysis: The request is in general conformance with the Comprehensive Plan.

RILEY COUNTY ZONING REGULATIONS:

The zoning regulations describe the Residential Use Designator–Extraneous Farmstead. The conditions for approval are as follows:

1. The site to be divided from the existing agricultural operation should be the minimum required to accommodate the existing residence and any outbuildings or to accommodate a site that is logically separated from the existing agricultural operation. Conversion of existing productive agricultural land should be avoided.
2. The site shall be large enough to meet sanitary code minimum requirements.
3. A residential use designator for an extraneous farmstead is limited to one per original parent agricultural tract. One additional residential use designator for an extraneous farmstead may be permitted when it has been determined by the Planning and Development Department that the additional residence on the original parent tract has been supporting the agricultural operation on such tract.
4. The site must be platted and must meet all requirements for a plat, including adequate public road access as specified in the subdivision regulations. The platted lot may not be further subdivided unless approved through the standard platting/rezoning process.
5. An Agricultural Protection Easement (APE), as specified in Section 21A, shall be filed with the plat.

Staff analysis: The request is consistent with the above criteria.

BUFFERS:

Agricultural Buffer: N/A

Riparian Buffer: N/A

COMMENTS AND CONCERNS:

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

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

EMERGENCY MANAGEMENT: The Riley County Rural Fire Chief has reviewed the request and reported no issues.

TOWNSHIP OFFICER: A Development Review Memo was sent to Swede Creek Township Officer; there was no reply.

RILEY COUNTY PLANNING BOARD:

On October 18, 2021, the Riley County Planning Board heard the request. Having no concerns, the Planning Board approved the request for a Residential Use Designator – Extraneous Farmstead and approved the Concurrent Plat of Vinduska Addition.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Vinduska Addition, accepting any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat.

ACTION NEEDED FOR PLAT:

A. **Motion** to approve Resolution 102821-___ acknowledging the approved Final Plat of Vinduska Addition and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat.

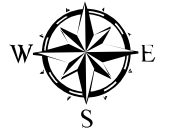
Or

B. **Motion** to sign Resolution 102821-___ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Vinduska Addition, as it has been determined that it does not meet the requirements of the Riley County Subdivision Regulations.

ATTACHMENTS:

- Vicinity/site map
- Surrounding zoning map
- Fire station map
- Preliminary Plat
- Final Plat

Prepared by: Bob Isaac, Planner
October 21, 2021



VICINITY AND SITE

Vinduska

#21-0069

Plat
Vinduska Addition

Residential Use Designator
Extraneous Farmstead

17-6-6

 1000' Buffer

 Site





SURROUNDING ZONING

Vinduska

#21-0069

Plat
Vinduska Addition

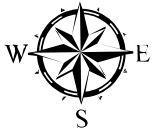
Residential Use Designator
Extraneous Farmstead

17-6-6

 1000' Buffer

 Site

- AG Agricultural
- AG-R AG/Residential
- B-1 Two Family Residential
- B-2 Multiple Family Residential
- B-3 Mobile Home Park
- C-3 General Business
- C-4 Highway Business
- D-1 Industrial Park
- D-2 Light Industrial
- D-3 Heavy Industrial
- Fort Riley
- N-1 Noise Hazard
- PUD Planned Unit Development
- SF-1 Single Family Residential
- SF-2 Single Family Residential
- SF-3 Single Family Residential
- SF-4 Single Family Residential
- SF-5 Single Family Residential
- U University
- Special Zoning:
 - Conditional Use
 - Special Use
 - Variance



FIRE STATIONS

Vinduska

#21-0069

Plat
Vinduska Addition

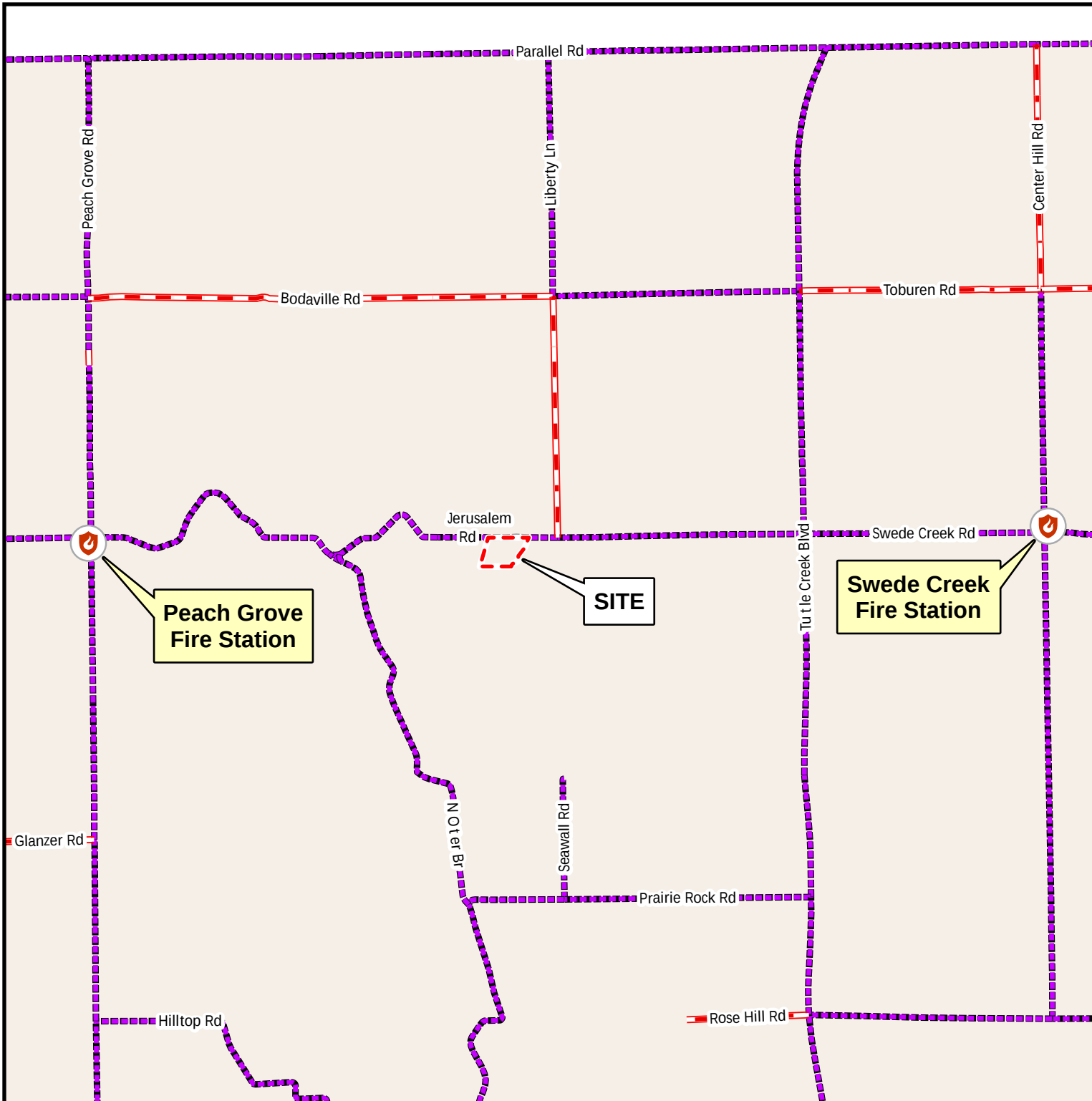
Residential Use Designator
Extraneous Farmstead

17-6-6



ISO Rating

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



Attachment: Staff Report BOCC (11211 : Vinduska Addition)



12.a

FLOODPLAIN

Vinduska

#21-0069

Plat
Vinduska Addition

Residential Use Designator
Extraneous Farmstead

17-6-6

Floodplain

-  1% Annual Chance Flood (Unnumbered)
-  1% Annual Chance Flood (Numbered)
-  Floodway
-  1% Annual Chance Flood (1'-3' Depth)
-  0.2% Annual Chance Flood

Attachment: Staff Report BOCC (11211 : Vinduska Addition)

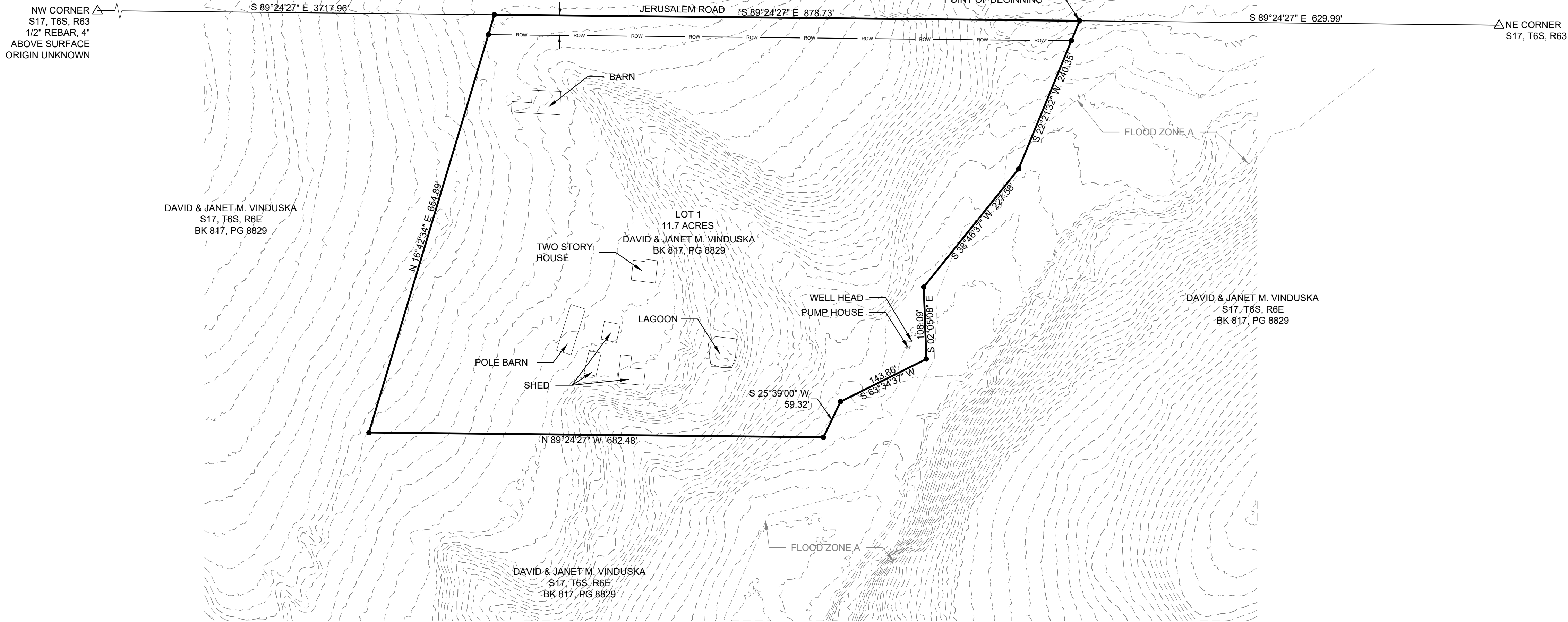
DESCRIPTION:

A tract of land in the Northeast Quarter of Section 17, Township 6 South Range 6 East of the Sixth Principal Meridian, Riley County, Kansas described as follows:

Beginning at a point that is N 89°24'27" W 629.99 feet from the Northeast Corner of the Northeast Quarter of said Section 17, said point being on the North Line of the Northeast Quarter of said Section 17, thence S 22°21'32" W 240.35 feet; thence S 38°46'37" W 227.58 feet; thence S 02°05'08" W 108.09 feet; thence S 63°34'37" W 143.86 feet; thence S 25°39'00" W 59.33 feet; thence N 89°24'27" W 682.48 feet; thence N 16°42'34" E 654.89 feet to the North Line of the Northeast Quarter of said Section 17; thence S 89°24'27" E 878.73 feet to the point of beginning, containing 11.7 acres.

Tim Sloan, PLS-783, September 3, 2021.

Subject to easements and restrictions of record.

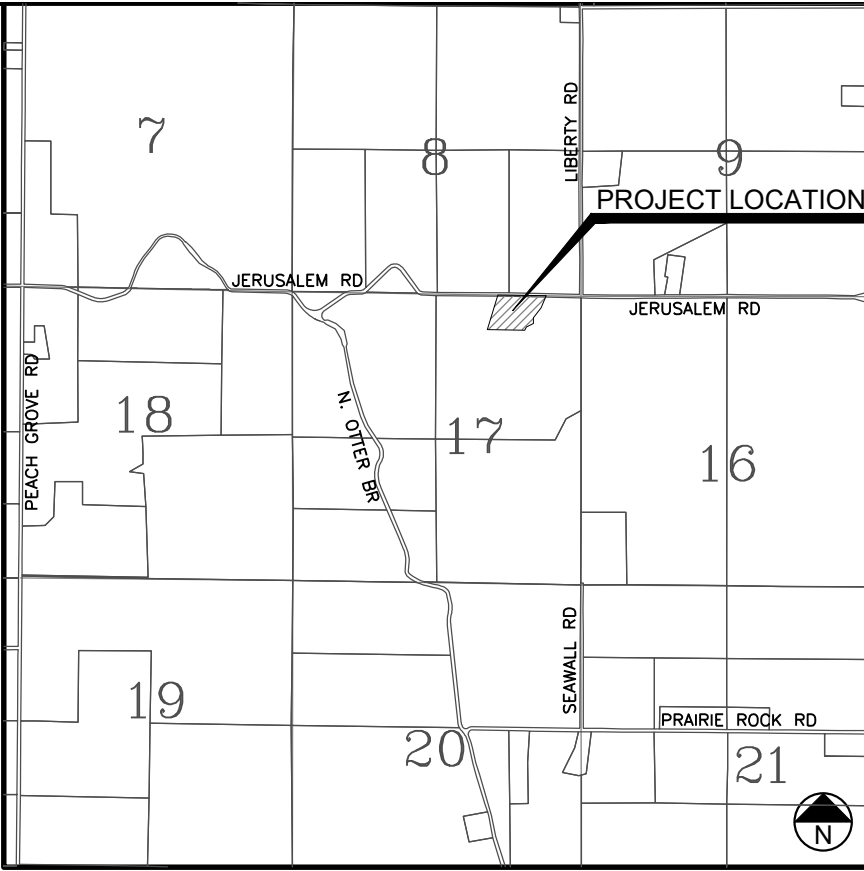


OWNER:
DAVID & JANET VINDUSKA
10221 JERUSALEM ROAD
RANDOLPH, KS 66554
PH: 785-556-0831

SURVEYOR:
SMH CONSULTANTS, P.A.
TIM SLOAN, VICE-PRESIDENT
2017 VANESTA PLACE, SUITE 110
MANHATTAN, KS 66503
PH: 785-776-0541

- LEGEND
- 1/2"x24" Rebar w/CLS66 Cap Set
 - △ Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.
 - Assumed Bearing
 - ROW — Right of Way Line

100' 0' 100'
SCALE: 1" = 100'



VICINITY MAP
(NOT TO SCALE)

Notes:
No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, except as platted, as per agreement with the landowner.

No gaps or overlaps exist.

There are no lines of possession that affect this survey.

Parent tract is recorded in Book 817, Page 8829, Register of Deeds Office, Riley County, Kansas.

All building setback requirements shall be determined by the zoning district, unless otherwise noted.

Contour lines and elevations are from Riley County LiDAR information.

Floodplain Note:
Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20161C0050G, effective date, March 16, 2015.

Flood Plain: Flood Zone A, an area subject to flooding by the 1% annual chance flood, no base flood elevations determined, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20161C0050G, effective date, March 16, 2015.

Utility Notes:
Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

Riley County Note:
All lots shall be in compliance with the Riley County Sanitary Code.

If an entrance pipe is required, the minimum size shall be calculated in accordance with the Riley County Standards for Roadway Design in Platted Subdivisions. In no case, shall the diameter of the pipe be less than 15 inches.

Property owner(s) is/are required to maintain all publicly granted drainage easements. Natural or non-natural structures or vegetative barriers (including but not limited to trees, shrubbery, berms, fences, and walls) are prohibited within publicly granted or publicly dedicated drainage easements.

Areas marked as riparian zones are subject to the requirements of Section 21C - Development Standards of the Riley County Zoning Regulations.

ZONING:
EXISTING: "AG" (AGRICULTURAL DISTRICT)

PROPOSED: "AG" (AGRICULTURAL DISTRICT WITH RESIDENTIAL USE DESIGNATOR - EXTRANEIOUS FARMSTEAD

Preliminary Plat
VINDUSKA ADDITION
An Addition to Riley County, Kansas



Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com
Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Overland Park, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145
Drawn By:KMM Project #2108-0325 DD #TDS86

OCTOBER 2021



CALL BEFORE YOU
DIG - DRILL - BLAST

KANSAS:
P: 800-344-7233
F: 316-687-3753
COLORADO:
P: 800-922-1987
F: 303-234-1712

The utilities as shown on this drawing were developed from the information available. This is not implied nor intended to be the complete inventory of utilities in this area. It is the clients/contractors responsibility to verify the location of all utilities (whether shown or not) and protect said utilities from any damage.

DESCRIPTION:

A tract of land in the Northeast Quarter of Section 17, Township 6 South Range 6 East of the Sixth Principal Meridian, Riley County, Kansas described as follows:

Beginning at a point that is N 89°24'27" W 629.99 feet from the Northeast Corner of the Northeast Quarter of said Section 17, said point being on the North Line of the Northeast Quarter of said Section 17; thence S 22°21'32" W 240.35 feet; thence S 38°46'37" W 227.58 feet; thence S 02°05'08" W 108.09 feet; thence S 63°34'37" W 143.86 feet; thence S 25°39'00" W 59.33 feet; thence N 89°24'27" W 682.48 feet; thence N 16°42'34" E 654.89 feet to the North Line of the Northeast Quarter of said Section 17; thence S 89°24'27" E 878.73 feet to the point of beginning, containing 11.7 acres. Tim Sloan, PLS-783, September 3, 2021.

Subject to easements and restrictions of record.

OWNER'S CERTIFICATE

STATE OF KANSAS)
COUNTY OF RILEY) SS

This is to certify that the undersigned is/are the owner(s) of the land hereon described on this plat, and that said owner(s) has/have caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes herein set forth, and does hereby acknowledge and adopt the same under style and title indicated.

All street rights-of-way as shown on this plat are hereby dedicated to the public. Any easements or licenses as shown on this plat, to locate, construct and maintain or authorize the location, construction and maintenance of poles, wires, conduits, water, gas and sewer pipes or required drainage channels or structures upon the area marked for easements on this plat, are hereby granted to the public.

Given under my hand at _____, Kansas this _____ day of _____, 2021.

DAVID VINDUSKA

JANET M. VINDUSKA

NOTARY CERTIFICATE

STATE OF KANSAS)
COUNTY OF RILEY) SS

BE IT REMEMBERED, that on this _____ day of _____ A.D. 2021, before me, the undersigned, a notary public in and for the County and State aforesaid, came

DAVID VINDUSKA & JANET M. VINDUSKA, OWNERS

personally known to me to be the same persons who executed the foregoing Owner's Certificate, and duly acknowledged their execution of the same.

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

Notary Public

My appointment expires: _____

CERTIFICATE OF THE COUNTY COMMISSION

STATE OF KANSAS)
COUNTY OF RILEY) SS

Approved this _____ day of _____, 2021.

Board of Commissioners, Riley County, Kansas.

Chairperson

Commissioner

Commissioner

Attest: County Clerk

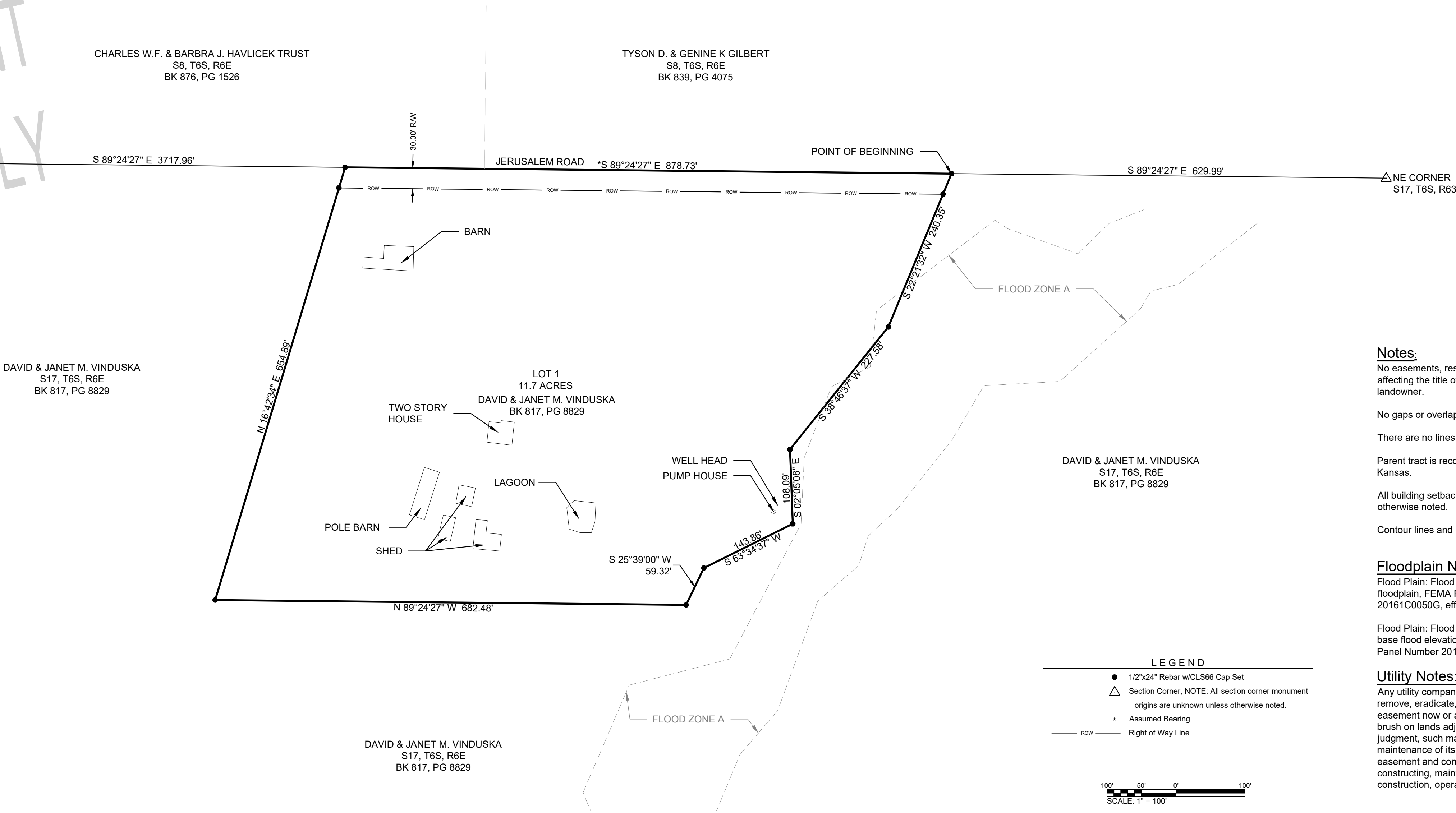
RILEY COUNTY PLAT REVIEW SURVEYOR SIGNATURE BLOCK

This plat has been reviewed and approved for filing pursuant to and in compliance with K.S.A 58-2005 and with the requirements of Riley County Resolution No.082913-58. No other warranties are extended or implied.

Approved: _____

License Number: _____

Date: _____



CERTIFICATE OF THE REGISTER OF DEEDS

STATE OF KANSAS)
COUNTY OF RILEY) SS

This instrument was filed for record on the _____ day of _____ A.D. 2021, at _____ o'clock ____ M. and duly recorded in Book _____ on Page _____.

Register of Deeds

Deputy

SURVEYOR'S CERTIFICATE

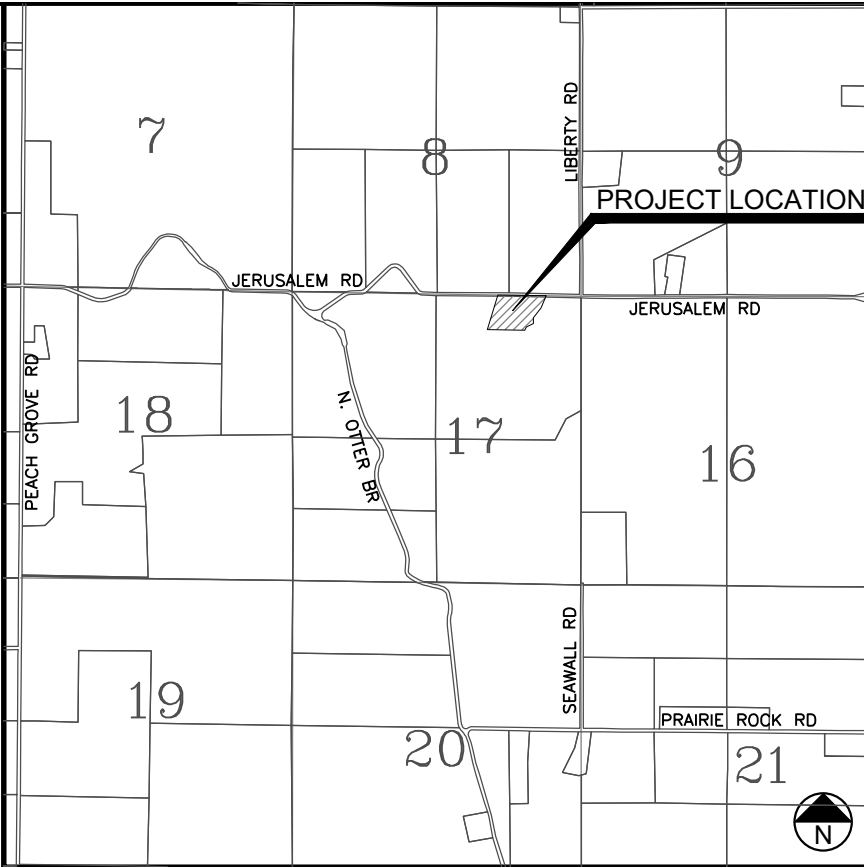
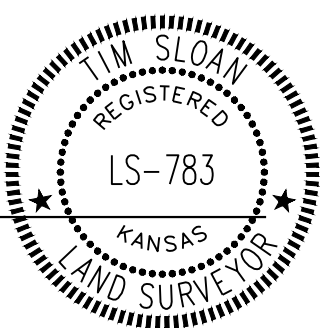
STATE OF KANSAS)
COUNTY OF RILEY) SS

I, the undersigned, do hereby certify that I am a Professional Surveyor in the State of Kansas, with experience and proficiency in land surveying; and that the heretofore described property was surveyed and subdivided by me, or under my supervision, that all subdivision regulations of Riley County, Kansas, have been complied with in the preparation of this plat, and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Given under my hand and seal at Manhattan, Kansas this _____ day of _____, A.D., 2021.

SMH Consultants
By: Tim Sloan

Tim Sloan, P.S.
Vice-President



VICINITY MAP
(NOT TO SCALE)

Notes:

No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, except as platted, as per agreement with the landowner.

No gaps or overlaps exist.

There are no lines of possession that affect this survey.

Parent tract is setback in Book 817, Page 8829, Register of Deeds Office, Riley County, Kansas.

All building setback requirements shall be determined by the zoning district, unless otherwise noted.

Contour lines and elevations are from Riley County LIDAR information.

Floodplain Note:

Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20161C0050G, effective date, March 16, 2015.

Flood Plain: Flood Zone A, an area subject to flooding by the 1% annual chance flood, no base flood elevations determined, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20161C0050G, effective date, March 16, 2015.

Utility Notes:

Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

Riley County Note:

All lots shall be in compliance with the Riley County Sanitary Code.

If an entrance pipe is required, the minimum size shall be calculated in accordance with the Riley County Standards for Roadway Design in Platted Subdivisions. In no case, shall the diameter of the pipe be less than 15 inches.

Property owner(s) is/are required to maintain all publicly granted drainage easements. Natural or non-natural structures or vegetative barriers (including but not limited to trees, shrubbery, barns, fences, and walls) are prohibited within publicly granted or publicly dedicated drainage easements.

Areas marked as riparian zones are subject to the requirements of Section 21C - Development Standards of the Riley County Zoning Regulations.

ZONING:

EXISTING: "AG" (AGRICULTURAL DISTRICT)

PROPOSED: "AG" (AGRICULTURAL DISTRICT WITH RESIDENTIAL USE DESIGNATOR - EXTRANEIOUS FARMSTEAD

Final Plat
VINDUSKA ADDITION
An Addition to Riley County, Kansas

SMH
CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com
Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Overland Park, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145
Drawn By:KMM Project #2108-0325 DD #TDS86

OCTOBER 2021

EXCERPT OF MINUTES RILEY COUNTY PLANNING BOARD

October 18, 2021

Page 1

Vinduska – Residential Use Designator – Extraneous Farmstead & Plat

Chairman Taul opened the public hearing at the request of David & Janet M. Vinduska, petitioners and owners, to receive a Residential Use Designator – Extraneous Farmstead for an unplatted tract of land and plat said tract of land into a single lot in Swede Creek Township, Section 17, Township 6 South, Range 6 East, in Riley County, Kansas.

Bob Isaac presented the request stating the subject site has been developed with a single family residence and used as a working farm for several years. He said the farmstead is heavily-wooded and surrounding by pasture ground. He said the entire parent tract is hilly, sloping eastward toward a first order stream. He said the proposed site's east boundary follows along the west edge of a creek.

Mr. Isaac said if the request is approved, an Agricultural Protection Easement will be filed with the Register of Deeds along with the plat.

Staff recommended that the Board approve the request to receive a Residential Use Designator– Extraneous Farmstead, as it had been determined that it met the minimum requirements of the Riley County Zoning Regulations. Staff also recommended that the Planning Board approve the Concurrent Plat of Vinduska Addition, as it has been determined that all requirements of the Riley County Subdivision Regulations, Riley County Zoning Regulations and Sanitary Code have been met.

Chairman Taul opened the public hearing.

The applicant nor representative were in attendance. There were no proponents or opponents.

Diane Hoobler moved to close the public hearing. Nathan Larson seconded. Carried 5-0.

Diane Hoobler moved to approve the request for a Residential Use Designator – Extraneous Farmstead, as it was determined it met the minimum requirements of the Riley County Zoning Regulations and the concurrent Plat of Vinduska Addition as it was determined it met the minimum requirements of the Riley County Zoning Regulations, Riley County Subdivision Regulations and Sanitary Code.

John Wienck seconded. Carried 5-0.

Mr. Isaac announced that the Board of County Commissioners will hear the plat portion of the request on October 28, 2021, at 10:05 am, in the County Commission Chambers.

Attachment: RCPB Minutes (11211 : Vinduska Addition)

RESOLUTION NO. 102821-**A RESOLUTION APPROVING THE VINDUSKA ADDITION AND ACCEPTING THE STREET RIGHTS OF WAY, EASEMENTS AND LICENSES AS SHOWN TO BE DEDICATED ON SAID PLAT**

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

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

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

WHEREAS, the Riley County Planning Board, after appropriate notice, conducted a public hearing on October 18, 2021; and

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

WHEREAS, all required signatures have been obtained.

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

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

Adopted this 28th day of October, 2021.

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

John Ford, Chair

Greg McKinley, Vice Chair

Kathryn G. Focke, Member

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: Resolution (11211 : Vinduska Addition)



HEALTH DEPARTMENT
Personnel

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

COMMISSION AGENDA REPORT

FROM: Breva Spencer, LBSW MCH Supervisor

MEETING: October 28, 2021

SUBJECT: Approval to hire the MCH Bilingual Case Manager/Navigator beginning January 1, 2022

PRESENTER: Breva Spencer, LBSW and Julie Gibbs, MPH

BACKGROUND

The Riley County Health Department (RCHD) has received the Outreach, Prevention and Early Intervention (OPEI) services grant from the Kansas Department of Health and Environment (KDHE) since around 2000. The program was originally under the Social and Rehabilitation Services (SRS) umbrella (which is now the Department for Children and Families) and restructured under the Maternal and Child Health program at the RCHD. Renewed annually, the grant requires development, implementation and maintenance of program elements to promote best practices in providing prevention/early intervention services to new parents. The program targets low-income parents and children who are at-risk with an emphasis on adolescent and pregnant teen parents (ages 12-22).

Currently through the OPEI funding there are two full time social workers, partial funding for the MCH Supervisor and funding of 8 hours per week for the Spanish interpreter. Over the course of the last two years and with a significant increase in the client case load, the program is seeking to hire a Bilingual Case Manager/Navigator. This position is crucial to the continuation of services, as specified by the grant and to ensure families are not on a wait list. The social workers meet with families on a weekly basis but also spend many hours providing case management outside of the one hour/week home visit. The social workers utilize an evidence-based curriculum, Promoting Maternal Mental Health and Promoting First Relationships for families prenatal through age 5. The Bilingual Case Manager/Navigator would provide case management services to families in a timely manner and assist in areas such as, assistance with KanCare and SOBRA applications, birth certificates, labor and delivery information and processes, transportation,

connecting clients to mental health and other services as needed. Other duties may include Safe Kids Coordinator for Riley County, Kansas Infant Death and SIDS Network safe sleep instructor, and provide other family focused trailings, such as Love and Logic classes.

The number of Spanish speaking clients has doubled since the MCH program received the MCH Opportunity Project/Equity grant in 2018. In the last 3 months, the program has enrolled 8 new Spanish speaking families. In 2018, there was a total of 16 families served. In 2019, there was a total of 35 families served and in 2020 the program served 62 families with a total of 497 visits for the year. Therefore, the MCH program is requesting a new position to support these efforts and is requesting approval to hire. ELC funds will support full funding of the new position from January 1, 2022 through December 31, 2023.

DISCUSSION

The RCHD MCH program is requesting approval to hire for the MCH Bilingual Case Manager/Navigator position.

FISCAL IMPACT

No fiscal impact to Riley County as ELC grant funds will fully fund the position from January 1, 2022-December 31, 2023.

RECOMMENDATION(S)

Move for Commissioners to approve hiring the new position under ELC grant funding beginning January 1, 2022 through December 31, 2023.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Enclosures:

- 2021-10 MCH Bilingual Navigator (gold) (PDF)

RILEY COUNTY POSITION ACTION FORM

Department Health Department Date 10/25/2021 Job Title MCH Bilingual Navigator

☒ Full Time	☐ Regular	☐ Seasonal	☒ Grant Funded	Pay Grade	<u>Q</u>	Start Date	January 1, 2022	☐ Non-Exempt
☐ Part Time	☐ As Needed	☐ Intern	☐ Temporary	40	Hours per	☒ Week	☐ Month	End Date
						☒ Exempt		

TYPE OF REQUEST

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

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

1. Why is it necessary to fill this position or change its status? New Position

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

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills: BA or BS req. BA in nursing, social work, community health, early childhd, or other related fields prefer. Masters in related field prefer. Equivalent combo of exp and education considered. Bilingual English/Spanish req. Exp delivering support and education services. Exp with office equip/computers req.

Additional comments: Valid drivers license and good driving record. Exp w/coordinating families with govtm agencies and other community supports

Approval by:

Department Head:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:

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

3/19/03



REGISTER OF DEEDS
Staff Update

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

STAFF REPORT

FROM: Amy Manges, Register of Deeds
MEETING: October 28, 2021
SUBJECT: Year-To-Date-Revenue
PRESENTER: Amy Manges

Enclosures:

- BOCC Report - October 2021 (DOC)

TO: Board of County Commissioners
FROM: Amy Manges, Register of Deeds
DATE: October 28, 2021
SUBJECT: 2021 Year-To-Date Revenue

The following is a brief summary of revenue figures through 3:00 p.m., October 25, 2021 with comparable year-to-date information for 2020:

	<u>2020</u>	<u>2021</u>
Total Mortgage Amount (Indebtedness)	\$547,806,028	\$604,602,501
Recording Fees	\$463,456	\$553,643
Heritage Trust Fund	\$34,579	\$41,031
Register of Deeds Tech Fund	\$69,158	\$82,062
Treasurer Tech Fund	\$17,290	\$20,515
Clerk Tech Fund	\$17,290	\$20,515
Copy Fees	\$28,941	\$38,617
 Total Year-To-Date Revenue	 \$630,714	 \$756,383

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

<u>Plats</u>	<u>2020</u>	<u>2021</u>
Total Plats Filed	19	32
Total Platted Lots	166	73

Estimated 2021 Revenue

Recording Fees = \$275,000

Heritage Trust Fund = \$25,000

Copy Fees = \$20,000

Total = \$320,000

Register of Deeds Tech Fund = \$45,000

Attachment: BOCC Report - October 2021 (11216 : Year To Date Revenue)

Staff Update:

- Recorded 8,162 documents in 2021 vs. 6,854 in 2020 and 5,399 in 2019
- Continue to work on back-file indexing
- Increased copy revenue with the implementation of iDoc Market
- Training new employee on the various office procedures and functions
- Continue to cross train employees
- Tracking daily revenue loss due to changes in filing fees and mortgage registration tax. Total revenue lost in 2021 due to fee changes totaled \$1,010,780



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager
MEETING: October 28, 2021
SUBJECT: Salary Approval for PIO
PRESENTER: Rich Vargo, County Clerk

BACKGROUND

With the resignation of Alice Massimi, the full time position of Public Information Officer has been vacant. The selection committee has been actively recruiting, reviewing applications and interviewing potential candidates since August 2021.

DISCUSSION

Since the position was opened, we have received 37 candidates and reviewed each application packet.

The selection committee interviewed 7 candidates, 2 of whom participated in 2nd interviews. However, none of the candidates, excluding the one we are making a request about today, was a good fit for the skills and experience needed at Riley County.

FISCAL IMPACT

The PIO position is currently graded as a Grade S with an annualized pay range of \$55,972.80 to \$98,321.60. Step 04 for this position, however, is annualized at \$64,958.40. Step 04 is not a competitive salary for neither our current candidate, nor the outgoing incumbent, both of whom were clear about salary expectations.

Based on the years of experience, the demonstrated skill set and the responsibilities and expectations of the Public Information Officer for Riley County, we believe the county would be well-served by making a conditional offer to our current candidate.

The salary expectation of the current candidate is \$75,000 annualized.

RECOMMENDATION(S)

We recommend the board approve the conditional offer to the selected PIO candidate with an annualized salary of \$75,316.80, equivalent of a Grade S, Step 09.

POSSIBLE MOTION(S)

I move the Board approve the conditional offer to the selected PIO candidate with an annualized salary of \$75,316.80.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Public Information Officer position description (PDF)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	PUBLIC INFORMATION OFFICER – RILEY COUNTY		
Department:	County Clerk	Division:	Admin
Reports To:	County Clerk		
Pay Grade:	S	Status:	Full Time
FLSA Status:	Exempt		

POSITION SUMMARY:

This full-time position is responsible for coordinating and managing various public affairs programs across Riley County departments and services, including informational and educational communication for the County. This includes public relations, media relations, crisis communication, county-wide branding and education, and communication with County elected officials and employees. The PIO is responsible to lead a cohesive effort that conveys a consistent message in support of the mission, strategic goals and objectives of Riley County.

ESSENTIAL FUNCTIONS:

- Initiate and oversee the establishment of county-wide strategies, plans and programs designed to ensure all communication and public relations efforts are cohesive, consistent and effective in support of the mission and goals of Riley County.
- Provide and coordinate communication activities on a broad range of programs, services, issues, and policies, including the day-to-day operations of the county.
- Provide direct and proactive advice, consultation and assistance to County Commissioners, County Officials, Advisory Boards and Committee members, and County employees. Interact with media representatives and the general public.
- Maintain strong relationships with commissioners, elected officials, departments, media representatives, peer agencies and members of the community to ensure relevant and timely messages are being communicated.
- Lead day-to-day communications activities, i.e., social media content, web site content management and training assistance, print and digital resources, newsletters, news releases, county event advertising, reports and other county promotional programs and materials.
- Manage content, update information and provide communication regarding Riley County's website, including specific departmental pages and employee recruiting, county branding and communication using the website.
- Collaborate with Department Heads and county staff to create engaging, shareable content and build online engagement/presence.
- Assure quality and appropriateness of county communication programs and initiatives.
- Design and develop content and manage the County's web and social media pages including statistical reporting and retention/disposition of electronic records.
- Operate high end computer software, desktop publishing software, Microsoft Office Suites, Microsoft Office Suites, Adobe Creative Suite, web design and web maintenance software.
- Develop communications strategies and craft community engagement for the County. Write, produce, and appropriately distribute communications materials. Fundamental knowledge of and documented past relevant training and work experience in media relations practices.
- Serve as designated spokesperson for Riley County, responding to media inquiries, overseeing the development and issuance of media releases, and communication activities.

Attachment: Public Information Officer position description (11217 : Salary Approval for PIO)

- Work in residence within departments during emergency events or planned projects and events.
- Manage multiple projects requiring a high level of initiative to meet deadlines and use independent judgment.
- Film and edit video and participate in live video broadcasts.
- Produce high-quality graphics and images for digital and print media.
- Performs all other job-related duties as assigned.

SECONDARY FUNCTIONS:

- Provide data on system usage and evaluate effectiveness of communication strategies.
- Develop community branding/engagement campaigns around special projects/ballot initiatives.
- Exhibit creativity and sound judgment in all actions and when working with internal/external customers. Strive to consistently improve the quality of image and reputation of the County via various communication outlets.
- Serve as a county liaison to emergency planning and response agencies. This includes working with emergency management personnel, city safety officers, and regional Emergency Operation Centers (EOCs) to develop and improve employee preparedness and communication in advance of and during emergency situations

****Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.**

POSITION REQUIREMENTS:

Education: Bachelor's Degree with major course work in mass communications, journalism, public relations, public administration, business or related field.

Public Information Officer training certification preferred.

Media relations courses or certification preferred.

Experience: At least three years of responsible experience in public relations, journalism, business or related field. Experience with content development for organizational web pages and social media accounts.

Skills: Considerable knowledge of computer information systems, desktop publishing software, Adobe Creative Suite, social media, email marketing software, Microsoft Office Suites for MAC, web design and web maintenance software. Demonstrates excellent written and verbal communication skills working with the public, internal and external stakeholders and leadership.

Conforms to HIPAA privacy regulations specific to position held. Disclosures are only allowed as necessary for treatment to providers and/or Business Associates, for billing, health care operations or as required by law. May need to interact with the following departments for allowable access to PHI: All County Departments.

Guidelines: The employee uses judgment in interpreting and adapting guidelines such as agency

Created September 2020

policies, regulations, precedents, and work directions for application to specific cases or problems. The employee analyzes results and recommends changes. Works cooperatively with County Commissioners and assigned staff to identify strategies which achieve County, Department and program goals, even though such strategies may not conform to PIO's personal opinions.

Complexity: The work requires self-motivated advanced planning for program planning and delivery of services as well as critical thinking skills to assess and make rapid emergency decisions. Meeting and dealing with many individuals of varying interests and levels of responsibility. Dependable in carrying out responsibilities.

Scope and Effect of Work: The work involves establishing criteria; formulating projects; assessing program effectiveness; or investigating or analyzing a variety of unusual conditions, problems, or questions during and after critical situations. Maintains high standards of ethics, honesty, and integrity in all personal and professional matters.

Personal Contacts: The personal contacts are with individuals or groups from inside and outside the County in a moderately unstructured setting (e.g., the contacts are not established on a routine basis); the purpose and extent of each contact is different and the role and authority of each party is identified and developed during the course of the contact.

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

While performing the duties of this job, the employee is required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk and hear from both ears; smell. The employee must regularly lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

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

- The noise level in the work environment is usually considered normal. Use of personal vehicle may be required.
- Must be fluent in English; Bilingual with English and Spanish helpful, but not required.

Approved: _____ Date: _____

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment of the position. The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



PUBLIC WORKS
Purchase

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 28, 2021
SUBJECT: Power Broom Replacement
PRESENTER: John Ellermann

BACKGROUND

In November of 2021 the BOCC approved the purchase of a Power Broom from the 2020 CIP list. Public Works took delivery of the broom In January of 2021. In September, while sweeping roads after the chip sealing project, the broom was in an accident totaling the broom.

The broom is a 2018 with 1455 hours on it. The purchase price of the broom in January was \$40,000. After the accident insurance paid out \$33,383.16.

The options the Department has is to repair or replace.

To repair the damaged broom is estimated to cost \$43,342.52 at a qualified shop. To replace the damaged broom with another 2018 with 1500 hours will cost \$44,000 minus a \$1,000 trade in.

FISCAL IMPACT

Fiscal impact for repair is \$43,342.52 and for replacement is \$43,000.00.

RECOMMENDATION(S)

I recommend replacing the damaged broom with a 2018 Superior Broom with 1500 hours for \$44,000 and use the old broom as a trade-in for \$1,000. Since the insurance payment went into the CIP, I request using CIP funds for the replacement.

POSSIBLE MOTION(S)

Move to approve using CIP funds to replace the damaged broom with a 2018 Superior Broom for \$44,000 minus \$1,000 trade-in.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures: