



**Board of Riley County
Commissioners
Regular Meeting
Agenda
November 08, 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. Rose Hill Rd. Bridge Replacement Project- Contract for Construction Engineering by Riley County
4. 2021 CIP Authorization-PW Power Broom Replacement
5. Action on Portable Communication Device Allowance Form(s)
6. Sign Riley County Personnel Action Form(s)
7. Discuss Joint City/County/County Meeting Agenda
8. Discuss Intergovernmental Luncheon
9. Approve payroll/accounts payables (when completed)

Review Minutes

10. Board of Riley County Commissioners - Regular Meeting - Nov 1, 2021 8:30 AM

Review Tentative Agenda

11. Tentative Agenda

Press Conference Topics

12. Discuss Press Conference

9:00 AM

Rich Vargo, County Clerk

13. Year to date budget and expenditure reports

9:15 AM

Julie Gibbs, Health Department Director

14. RCHD Child Care Licensing Surveyor Position Description Change

9:20 AM

Elizabeth Ward, Human Resource Manager

15. Appointed Department Head Annual Performance Evaluation Process and Scheduling

9:30 AM Press Conference

9:40 AM Amanda Smeller, Planning/Special Projects Director

16. Planning & Development - Staff Update

9:50 AM Michael Boller, Noxious Weed Director

17. Riley County Noxious Weed Staff Update

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

18. Request to write off Account Receivable.
19. 2019 Equipment & Vehicle Internet Auction
20. Lakeside heights Benefit District Supplemental Agreement
21. Public Works Project Update

10:25 AM Amanda Smeller, Planning/Special Projects Director

22. Authorize Chairman to sign agreement creating restrictive covenants at 9521 Lakeshore Drive
23. Authorize Chairman to sign agreement creating restrictive covenants at 9280 Barton Road

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

24. Administrative Work Session
25. Pending County Projects County Counselor

11:00 AM Allana Saenger, Interim Director/Curator Riley County Historical Museum and Dawn Munger, Curator of Collections

26. Riley County Historical Museum Staff Update

11:15 AM Greg McHenry, Appraiser

27. County Appraiser's Office Report

11:40 AM David Adams, EMS/Ambulance Director

28. EMS Response Information Regarding North Riley County

12:00 PM County Officials Luncheon

29. County Official's Luncheon Agenda

Adjournment

Announcements

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

A commissioner will be on In Focus live at 9:05 a.m. Tuesday, November 9, 2021 (GM).

The Board of County Commissioners will not be in session on Thursday, November 11, 2021 due to the observance of the Veterans Day holiday.

Riley County Offices will be closed on Thursday, November 11, 2021.

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
Agreement

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, Public Works Director

MEETING: November 8, 2021

SUBJECT: Rose Hill Rd. Bridge Replacement Project- Contract for Construction Engineering by Riley County

PRESENTER: John Ellermann, Public Works Director

Attached for your approval is the Contract for Construction Engineering Services on the Rose Hill Bridge Replacement Project. This will be a KDOT project. The construction inspection will be performed by Riley County Engineering Technicians. This agreement provides for KDOT to reimburse Riley County for the costs associated with the construction inspection including wages, payroll benefits, mileage, etc. Riley County agrees to perform the work according to KDOT requirements.

Staff recommends approval.

POSSIBLE MOTION(S)

Move to approve the Contract for Construction Engineering Services on the Rose Hill Bridge Replacement Project.

Move to deny the Contract for Construction Engineering Services on the Rose Hill Bridge Replacement Project.

Move to table for further discussion.

Enclosures:

- CE Agreement (PDF)

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Julie L. Lorenz, Secretary
Michael J. Stringer, P.E., Chief



Phone: 785-296-3861
Fax: 785-296-2079
kdot#publicinfo@ks.gov
http://www.ksdot.org
Laura Kelly, Governor

October 27, 2021

81 C-4989-01
Riley County

Mr. Gary Rosewicz, P.E.
Assistant County Engineer/
Assistant Director of Public Works
6215 Tuttle Creek Boulevard
Manhattan, Kansas 66503

Dear Mr. Rosewicz:

Attached is the Force Account Construction Engineering Inspection Services Agreement for performance of work for this project that was prepared from your submitted proposal. The Agreement is a sixteen- (16) page document with five (5) special attachments. Please review the entire Agreement and specifically note how the authority to proceed is issued, Article III, A., (1) and also note the basis of payment, Article III, A., (1) through (4) and Special Attachment No. 1, Paragraph III, A. through E.

The Agreement should be signed and attested on page 15.

After executing the Agreement, the LPA should mail the digital copy to **Kathryn Waters at Kathryn.waters@ks.gov or Mike Bowser at mike.bowser@ks.gov in the Bureau of Local Projects as soon as possible. The agreement should be kept intact as a complete document. Signature pages must be kept with the agreement and not forwarded to KDOT separately.**

When the Agreement has been executed and dated by KDOT, the LPA will receive by email a scanned executed copy for your records. The Notice to Proceed Letter will come from the KDOT Field Engineer assigned to the Project.

Sincerely,

Michael J. Stringer, P.E., Chief
Bureau of Local Projects

By: _____
Tod L. Salfrank
Assistant Bureau Chief

MJS:TLS:mlb
Enclosures

Attachment: CE Agreement (11239 : Rose Hill Rd. Bridge Replacement Project- Contract for Engineering Services)

CONTRACT FOR
FEDERAL-AID CONSTRUCTION ENGINEERING BY
RILEY COUNTY
(FORCE ACCOUNT AGREEMENT)

CMS Contract No. _____

PROJECT NO. 81 C-4989-01
STP-C494(321)
RILEY COUNTY, KANSAS

Parties to this Agreement for Federal-Aid Construction Engineering are **Riley County, Kansas**, (the “**Local Public Authority**” or “**LPA**”) and the **Secretary of Transportation of the State of Kansas**, acting by and through the Kansas Department of Transportation (KDOT) (the “**Secretary**”), collectively referred to as the “**Parties**.”

ARTICLE I. PURPOSE OF AGREEMENT

A. Pursuant to authority vested in K.S.A. §§ 68-402b and 68-401, *et seq.*, the Secretary authorizes the LPA to perform certain engineering and technical services for the above noted Project requiring inspection, sampling, and testing of materials and workmanship as well as other technical services (Services).

B. The LPA represents that it has now available sufficient equipment of suitable type and the necessary employees with the education, training, and experience necessary to perform the Services this Agreement requires in an accurate and timely manner. The LPA’s individual employees are licensed by the Kansas Board of Technical Professions as required by Kansas law. The LPA represents that all personnel utilized in performance of Services have appropriate training, qualifications, and certifications to perform Services as required by K.S.A. § 74-7001, *et seq.* The LPA further represents the use of the forces and equipment required for the performance of the Services will not interfere with other work which is necessary to be performed by such forces and equipment on other roads in the LPA.

ARTICLE II. DEFINITIONS

A. Construction Contract. A written agreement between the LPA and a Contractor, requiring the Contractor to construct or reconstruct a portion of the LPA’s roadway system for the Project for which the LPA is providing Services. The Construction Contract includes the following Contract Documents, all of which constitute one instrument and are incorporated by reference into this Agreement: proposal, Exploratory Work Documents, addenda, amendments, contract form, contract bond, Standard Specifications, Special Provisions, Project Special Provisions, general plans, detailed plans, drawings, the notice to proceed, material test methods, material test reports, material certifications, Part V of the KDOT Construction Manual, change orders, payment vouchers, guarantees, warranties, and other agreements, if any, that become required for construction and completion of a Project.

B. Construction Project. The specified location where a Contractor shall perform construction together with all improvements the Contractor shall be constructing under a Construction Contract.

- C. **Contractor**. The individual, partnership, corporation, joint venture, or other legal entity performing the Construction Contract.
- D. **Documents**. Written, printed papers, and electronic files.
- E. **Exploratory Work Documents**. Documents developed by KDOT, local governments, or consultants to determine a Project's subsurface conditions, engineering requirements, or both. These may include geotechnical foundation investigation reports; soils reports; geology reports; hydraulic investigations; hydrological investigations; bridge reports; earth work computations; boring logs; surveys; rock investigations; soils investigations; environmental investigations; building investigations; bridge investigations; and other geological, geotechnical, or design information for a Project.
- F. **FHWA**. The Federal Highway Administration, an agency of the Federal Government of the United States.
- G. **KDOT**. The Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745 and its authorized employees.
- H. **KDOT Area Engineer**. For administrative control of this Agreement, Area Engineer means the KDOT Area Engineer, the KDOT Field Engineering Administrator, or Construction Manager, or other designee of the KDOT District Engineer.
- I. **KDOT District Engineer**. The KDOT District Engineer or designee who will perform KDOT's administrative functions for the Project
- J. **LPA**. The Local Public Authority (LPA) is Riley County, Kansas, with its place of business located at 110 Courthouse Plaza, Manhattan, KS 66502, and its authorized employees.
- K. **Manuals**. The current version of the KDOT Documentation Manual, Construction Manual, Form Manual, CMS Procedures Manual, the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary and all other current relevant documents adopted by KDOT.
- L. **Non-Participating Costs**. The costs of any items or services which the Secretary reasonably determines are not Participating Costs.
- M. **Notice to Proceed**. A written notice from KDOT authorizing the LPA to begin performance of Services.
- N. **Participating Costs**. Expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.
- O. **Plans**. Unless noted as "preliminary," the plan profiles, typical cross sections, and other detail sheets showing the location, character, dimensions, and details of a Contractor's work on a Project.

P. Project. Replacement of Bridge No. 000810889703646 located 4.2 miles east and 7.0 miles north of Randolph, Kansas, over Swede Creek in Riley County, Kansas and for which the LPA will perform Construction Engineering services.

Q. Project Special Provisions. Documents that modify the Standard Specifications for a particular Project.

R. Reports. Formal documents that detail or summarize information analyzed, generated or gathered for the Project or for a Construction Contract. Any document or information which is or should be produced by the exercise or practice of a technical profession, as defined in K.S.A. § 74-7001, is considered a Report. Any record of inspection, sampling or testing of materials or workmanship is a Report.

S. Services. Construction Engineering and associated technical services necessary or required for the LPA's performance of this Agreement.

T. Special Provisions. Documents that modify the Standard Specifications, such as details not covered by KDOT's Standard Specifications, special fabrication, or construction features.

U. Standard Specifications. The current English edition of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction.

ARTICLE III. SECRETARY'S GENERAL RESPONSIBILITIES.

A. For the Services which the LPA performs under this Agreement, the Secretary will do the following.

1. Issue a written Notice to Proceed to LPA. The Secretary assumes no obligation to pay for Services the LPA performs prior to KDOT's issuance of a Notice to Proceed for such Services.

2. Furnish or make available to the LPA a sufficient supply of blank field diaries, logs, recordkeeping books, reporting forms, and other documents KDOT requires the LPA to utilize in the performance of Services.

3. Furnish or make available all Manuals requested by the LPA, if unavailable online.

4. Assign such KDOT personnel to the Project as the Secretary determines are needed.

5. Perform, or provide KDOT-furnished laboratory for, testing of materials when a laboratory is required.

6. Pay the LPA according to Article VI.

B. The Secretary has the authority to review, approve, reject, eliminate, or modify some or all of the Services. When reviewing the Services, issuing approvals/rejections, or taking any other action, the Secretary and the Secretary's representatives are not undertaking the LPA's responsibility for its

Services. When reviewing the Services, issuing approvals/rejections, or taking any other action, the Secretary and the Secretary's representatives make no representations, no express warranties, and no implied warranties to any persons or entities regarding the Services.

ARTICLE IV. THE LPA'S GENERAL RESPONSIBILITIES.

A. For all Services performed under this Agreement, the LPA shall be responsible for the following obligations.

1. Furnish all labor materials, equipment, supplies, transportation, and incidentals necessary to perform the Services necessary and incidental to the accomplishment of the Project to the satisfaction of the Secretary, and as more detailed in Specific Construction Provisions found in Special Attachment No. 1. The LPA represents that it is adequately staffed, properly qualified, and suitably equipped to perform the Services in a timely manner. The LPA shall perform all Services: (a) in conformance with the terms of this Agreement; (b) in compliance with applicable laws, rules, and regulations; and (c) with the degree of care, skill, and diligence ordinarily exercised by professional engineering firms performing services of a similar nature.

2. Follow Quality Assurance Procedures in checking or testing equipment the LPA will use to perform its Services. The LPA shall conduct this checking or testing before use of the equipment on the Project.

3. Documentation and Deliverables.

- a.** Reports and other technical data collected, recorded, or prepared by the LPA shall be maintained in form and substance, as well as in formats (electronic or otherwise), approved by KDOT.
- b.** LPA personnel shall perform Services and maintain Reports, records and other Documents in an accurate and timely fashion. LPA personnel shall record, submit, and process such Reports, records, and Documents on a current basis.
- c.** LPA personnel shall neither allow nor accept any inspection, sampling or testing of materials from any individual without first confirming such individual is currently qualified by KDOT to perform such inspection, sampling or testing. No inspection, sampling or testing will be attributed to any individual unless such individual actually performed such inspection, sampling or testing. No test results shall be accepted unless the test results are submitted in writing with the name of the technician and the technician ID number along with the expiration date of the technician's certification.

B. The LPA shall perform its inspection Services in conformity with all the terms, conditions, plans, and specifications of the applicable Construction Contract.

C. The LPA shall have sole responsibility for the adequacy and accuracy of Reports, technical data and all other Services. The Secretary's performance under this Agreement is not intended to fulfill the LPA's obligations under this Agreement.

ARTICLE V. CONTRACT ADMINISTRATION AND AUTHORITY

A. GENERAL

1. The KDOT Area Engineer will designate a KDOT representative to monitor, oversee, and coordinate the LPA's Services. The LPA shall communicate and coordinate its Services with the KDOT representative. KDOT's monitoring, oversight, and coordination of the LPA's Services is not an undertaking of the LPA's duty to provide adequate and accurate Services but rather to fulfill the Secretary's obligations.

2. The LPA will provide progress reports to the KDOT representative.

3. The KDOT representative will make decisions regarding changes in the work, unacceptable work, unauthorized work, defective work, and the LPA's compliance with all federal, state, and local laws, regulations, and ordinances.

4. The KDOT District Engineer or KDOT Area Engineer may order the LPA to remove from the Project any personnel of the LPA who are unable to perform Services in a competent or timely manner.

5. LPA personnel shall communicate and coordinate the Services with the KDOT representative. Consultant personnel shall transmit all Reports, documentation, and paperwork to the KDOT representative.

6. If the LPA furnishes all inspection, sampling and testing for a Project, the LPA shall furnish and designate a Project Manager or Project Engineer as well as other inspection personnel or technicians to inspect, sample and test materials and workmanship under the Construction Contract. The Project Manager/Project Engineer shall not act as the Contractor's superintendent or foreman. The Project Manager/Project Engineer shall not issue the instructions contrary to the Construction Contract. For such Project, the Project Manager/Project Engineer shall:

- a. Supervise all LPA personnel and Services and shall act as a liaison among the Contractor, the LPA, and KDOT.
- b. Have the responsibility and authority to reject unacceptable work, including unacceptable materials, until the KDOT representative resolves any questions or disputes.
- c. Have the responsibility and authority to suspend all or part of the Contractor's work on a Project because of unsafe site conditions or unsafe work practices.

- d. Provide guidance in interpreting Contract Documents and refer issues of interpretation to the KDOT representative.
- e. The Project Manager/Project Engineer shall not alter or waive Construction Contract provisions. If a controversy arises, the Project Manager shall notify the KDOT representative without delay.
- f. The Project Manager/Project Engineer shall transmit to the Contractor the orders and instructions of the KDOT representative. If the Project Manager/Project Engineer is unavailable and the matter needs prompt attention, the KDOT representative will transmit to the Contractor such orders or instructions and then notify the Project Manager/Project Engineer of the situation.

B. THIRD PARTIES

1. If the Project work requires contact or coordination with third parties, then KDOT will contact and, if necessary, coordinate activities with third parties, such as affected local, state, and federal agencies, the general public, utilities, railroad companies, private consultants, businesses, and contractors.

2. The LPA shall cooperate fully with KDOT, the LPA, local agencies, state agencies, federal agencies, including the FHWA, the general public, utilities, railroad companies, private consultants, businesses, and contractors. The LPA recognizes that its actions or inactions may adversely impact or affect KDOT as well as other third parties, including but not limited to other consultants in plan development, any Contractor on the Construction Project, public utilities, private utilities, public landowners, private landowners, or others. The LPA shall do, or require to be done, all things reasonably necessary to: (a) avoid or mitigate unavoidable delays, costs, losses or damages which may arise out of, be caused by or attributed to the LPA's actions or inactions in performance of Services under this Agreement and (b) effectively coordinate with KDOT and third parties so as to enable KDOT to implement the Project in a timely and cost-effective manner.

C. CONSTRUCTION CONTRACT PERFORMANCE

1. At the Secretary's request, the LPA shall attend conferences or meetings that occur during performance of a Construction Contract, including but not limited to, pre-construction conferences held with potential bidders and other third parties interested in or involved in the Project. The Secretary may hold such conferences/meetings to discuss the LPA's Services, the Contractor's operations, third parties' concerns, or other relevant Project or Construction Contract issues. KDOT may hold a close-out conference with the LPA to evaluate the LPA's performance.

2. The LPA shall require its personnel that are KDOT-certified inspectors and technicians to be present on the Project any time the Contractor performs work requiring inspection, sampling, or testing under the Construction Contract.

D. TERM AND TERMINATION OF AGREEMENT

1. Unless terminated sooner under Article V.D.2. or V.D.3., the term of this Agreement will commence upon the effective date described in Article VII.H.1 and expire upon notice of written release from the Secretary.

2. The Secretary may terminate this Agreement, in whole or in part, upon ten (10) days advance written notice delivered to the LPA.

- a. If the Secretary terminates this Agreement in whole or in part, for the Secretary's own convenience, then the Secretary will pay the LPA the LPA's costs incurred before the termination date as Article VI provides.
- b. If the Secretary terminates this Agreement, in whole or in part, because of the LPA's failure to comply with its contract obligations or because of the LPA's negligent acts, errors, or omissions, then the Secretary will pay the LPA the reasonable value of Services performed before the termination date.

3. The LPA may terminate this Agreement upon ten (10) days advance written notice to the Secretary and delivered to KDOT's Bureau of Local Projects.

4. The Secretary or the LPA may or may not claim the other Party breached the contract when exercising their right to terminate this Agreement. Termination, in any case, does not prevent the Secretary from recovering damages for the LPA's failure to comply with its obligations under this Agreement or for the LPA's negligent acts, errors, or omissions (see Article VII.F.) or prevent the LPA from seeking payment for additional Services under Article VI.B.

5. Regardless of which Party terminates this Agreement, the Secretary may require the LPA to complete some of the remaining Services. The LPA's obligations to perform shall not end until such Services are completed.

ARTICLE VI. PAYMENT

A. GENERAL

1. Subject to the upper limit of compensation (Article VI.A.3.), disallowed costs (Article VI.A.6.) applicable to the Project, and sums withheld for liquidated damages (Article VI.A.13), the Secretary will pay the LPA the supported actual costs for the performed Services. Additionally, the Secretary will pay the LPA its other direct costs expended on the Project, such as contract labor, approved subcontractor/subconsultant costs as necessary, equipment costs, transportation costs, lodging costs, and meal expenses.

2. Subject to the upper limit of compensation (Article VI.A.3), the Secretary will pay for additional Services according to Article VI.B. The Secretary will not pay the LPA for any costs the LPA incurred because of the LPA's negligent acts, errors, or omissions or because of the LPA's failure to comply with its obligations under this Agreement.

3. The Secretary will reimburse the LPA for eighty percent (80%) of the actual/Participating Costs of CE services performed under this Agreement, not to exceed the upper compensation limit of \$57,949.46. Compensation will be made on the basis of the reimbursable actual/Participating Costs. The actual costs must be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and 48 C.F.R. Part 31, *et seq.* The LPA is responsible for twenty percent (20%) of the actual/Participating Costs of CE services performed under this Agreement, and any costs which exceed the upper compensation limit as stated above.

4. The LPA shall notify the KDOT District Engineer before the LPA's Services exceed the upper limit of compensation so the Parties may consider an adjustment. The Secretary has no obligation to pay costs that exceed the upper limit of compensation unless and until any adjustment thereof is agreed in writing between the Parties.

5. To initiate payment for Services, the LPA shall submit to the KDOT District Engineer an itemized billing in the form approved by the KDOT District Engineer. The LPA shall not submit a billing more frequently than once a month or for less than \$500.00 during the progress of the work, for partial payment on account for the approved work completed by the LPA to date. For each billing cycle the LPA shall:

- a. Submit payroll documentation identifying all tasks and employees that worked on such tasks for the Project during that billing period, all hours each of these employees worked, the rate of pay for each of these employees, and all monies paid to each of these employees; and
- b. Itemize the direct expenses and provide adequate supporting documentation therefor.

In cases where the LPA submits billings which include costs incurred by a subconsultant, the same requirements of subparagraphs a. through b. above will apply.

6. The Secretary will pay for the Services within thirty (30) days after receiving, reviewing, and generally approving the LPA's itemized billing and accompanying documentation. This approval does not prevent the Secretary from adjusting a previous payment(s) for disallowed costs (Article VI.A.7.) discovered after the Secretary has made that payment.

7. The LPA shall incur and invoice its costs in conformity with generally accepted accounting principles and the cost principles established in the Federal-Aid Policy Guide and the Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 C.F.R. § 31.000, *et seq.*). The Secretary will not pay for disallowed costs. Disallowed costs include costs the Secretary determines are unreasonable, not actually incurred, caused by the LPA's failure to comply with its obligations under this Agreement, caused by the LPA's negligent acts, errors, or omissions, or otherwise unallowable. The LPA shall reimburse the Secretary if the Secretary previously paid any disallowed costs.

8. For Services performed, accumulated partial payments shall not exceed ninety-five percent (95%) of the federal-aid share of the upper limit of compensation.

9. The LPA shall submit its final invoice (clearly marked and designated as “final”) for final payment following completion of Services, but no later than one hundred eighty (180) days from completion of such Services. The LPA shall clearly designate and label such invoice as “final” to enable KDOT to proceed to close out the Project in accordance with its own internal procedures.

10. All local governmental units, state agencies or instrumentalities, non-profit organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). Further, the LPA agrees to the following provisions:

- a. **Audit.** It is the policy of the Secretary to make any final payments to the LPA for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*
- b. **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the LPA’s most recent Single or Program Specific Audit Report “(Audit Report)” available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The LPA, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The LPA agrees to refund payment made by the Secretary to the LPA for items subsequently found to be not eligible for reimbursement by audit.
- c. **Agency Audit.** If the LPA is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the LPA will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

11. If it has not already done so, the LPA shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

12. The LPA agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

13. Upon receiving the final invoice and verifying the LPA completed its Services, the Secretary will pay the LPA the next-to final payment for that portion of the eligible remaining five percent (5%) of the upper limit (up to the maximum of the federal-aid share and as allowed by provision of state law), withholding the retainage specified in Article VI.A.14. The LPA will not have completed its Services until the LPA has completed and returned all records, Reports, and other such documents this Agreement requires. If the LPA fails to complete and return all such documents to the KDOT District Engineer, then the LPA shall owe the Secretary liquidated damages of five hundred dollars (\$500.00) which shall be withheld from final payment.

14. Once the LPA has earned ninety-five percent (95%) of the federal-aid share of the upper limit of compensation, the Secretary will withhold as retainage one percent (1%) of the upper limit or \$500.00, whichever is greater. If partial payments never reach ninety-five percent (95%) of the federal-aid share of the upper limit, the LPA may request payment one hundred percent (100%) of the federal-aid share minus a retainage equal to one percent (1%) of the upper limit or \$500.00, whichever is greater. The Secretary will hold the retainage until the Secretary or the Secretary's authorized representative has performed a final audit of the LPA's Services. The Secretary will make final payment, if any, within ninety (90) days after KDOT completes the final audit. If the LPA owes the Secretary no money after audit, the final payment will equal the retainage. However, if the final audit reveals the LPA owes the Secretary money, the Secretary will apply the retainage to the amount owed before paying the LPA any remaining funds. The amount owed to the Secretary may include liquidated damages under Article VI.A.13, overpayments, or other sums. If the retainage is insufficient to pay the amount owed, then the Secretary will issue a notice of deficiency, demanding that the LPA pay the balance owed. The LPA then shall pay the balance owed promptly after receiving notice of the deficiency. The Secretary will consider no claim for additional compensation submitted after KDOT has completed the final audit.

B. CHANGE IN SERVICES

1. The KDOT Area Engineer may change the LPA's Services by increasing, decreasing, or otherwise modifying the Services this Agreement requires.

2. The LPA may request payment for increased or modified Services as "extra Services" by written request to the KDOT Area Engineer. No additional payment will be made to the extent "extra services" were caused by the LPA's breach of its contract obligations or the LPA's negligent acts, errors, or omissions. If the Secretary determines the "extra Services" are reasonable and necessary, then the Secretary may authorize payment for these "extra Services" and increase the upper limit of compensation if necessary, to compensate for the "extra Services." Such increases may include adding structures, increasing the Construction Contract scope, increasing Project termini, or changing the duration of Services, among others.

3. If the KDOT Area Engineer decreases the Services or decreases the expected duration of Services, then the LPA shall have no claim for additional compensation. Such decreases may include

eliminating structures, decreasing the Construction Project scope, decreasing Construction Project termini, or changing the duration of Services, among others.

4. For changes in Services, the LPA will submit in writing its opinion and justification for extra Services and the estimated amount of additional compensation and submit to the KDOT representative.

5. If the KDOT Area Engineer denies additional compensation for “extra services”, in whole or in part, the LPA may appeal this denial to the Deputy Secretary of Transportation/State Transportation Engineer. The State Transportation Engineer’s decision represents KDOT final agency action under the Kansas Judicial Review Act (KJRA), K.S.A. § 77-601, *et seq.*

ARTICLE VII. MISCELLANEOUS PROVISIONS

A. OWNERSHIP OF DOCUMENTS

1. Upon completion or termination of Services, the LPA shall furnish to the KDOT Area Engineer all Documents KDOT provided to the LPA for such Services.

2. Upon completion or termination of Services, the LPA shall furnish to the KDOT Area Engineer all original Documents and Reports the LPA compiled and prepared in performing such Services.

3. Any Documents, procedures, specifications, engineering calculations, information, Reports or any other work products developed by the LPA as deliverables to KDOT as part of the Services performed and paid for under this Agreement shall become the property of KDOT, but the LPA shall have the right to retain copies thereof for its own internal recordkeeping and for the purposes of performing Services for a Project.

4. Upon completion or termination of Services and at the Secretary’s request, the LPA shall furnish to the KDOT Area Engineer copies of all correspondence, memoranda, instructions, receipts, invoices, e-mails, and any other Documents pertaining to such Services and the Project. These Documents are KDOT’s property.

5. Any or all Services performed under this Agreement may result in the LPA using Documents (such as reports, surveys, schedules, lists, or data) the Secretary’s authorized representatives prepared, compiled, or collected that are use restricted pursuant to 23 U.S.C. § 409. Such Documents are watermarked “Use Restricted 23 U.S.C. § 409,” providing the Secretary with an evidentiary privilege that only counsel for KDOT may assert in litigation against KDOT. The LPA shall use these watermarked Documents only to perform Services on the Project. The LPA shall not remove or otherwise damage the 23 U.S.C. § 409 watermark. The requirements of this paragraph shall be included by the LPA in its subcontract agreements, if any, for the performance of any Services.

6. Documents collected or prepared by the LPA in the performance of this Agreement may be used without restriction by the Secretary for any public purpose. Any such use shall be without compensation to the LPA.

B. ACCESS TO RECORDS; AUDITS

1. The LPA shall keep all Project Documents arising out of or related to performance of Services for a five-year retention period beginning with the LPA's final payment date. The final payment date is the voucher date on the Secretary's last payment to the LPA. This final payment occurs after the LPA submits its request for final payment and KDOT has completed the final audit. The LPA shall make all Documents available at the LPA's principal office.

2. The Secretary, FHWA, or both, may inspect and review all Documents pertaining to the LPA's Services during the LPA's performance and the five-year retention period.

3. The LPA shall maintain all cost documentation according to generally accepted accounting principles and the cost principles contained in Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 C.F.R. § 31.000, *et seq.*).

4. Within five (5) years after the LPA has submitted its invoice for final payment on Work Estimate for a Project, having completed its Services, the Secretary or the Secretary's authorized representatives may perform a final audit of the LPA's costs conducted according to generally accepted governmental auditing standards and in compliance with cost principles contained in Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 C.F.R. § 31.000, *et seq.*). Without limitation, the auditors may determine whether costs incurred were actual and necessary, reasonable, allowable, and in compliance with regulations and whether the compensation did not exceed the applicable upper limit of compensation. The auditors may review all subconsultant records and costs, if any, as well. The LPA shall reimburse the Secretary for overpayments.

5. The LPA shall include the provisions of Articles VII.B.1—B.4. above in all subconsultant agreements, if any.

C. AGREEMENT ITEMS

1. This Agreement includes the items referenced in Article II.A.

2. The Exhibits and Attachments identified below are essential parts of and incorporated into this Agreement. The LPA shall complete and sign where indicated on the forms contained therein. The Exhibits and Attachments are:

Special Attachment No. 1, Specific Construction Provisions

Special Attachment No. 2, The Civil Rights Act of 1964

Special Attachment No. 3, Contractual Provisions Attachment (Form DA-146a)

Special Attachment No. 4, Listing of KDOT Certified Inspectors

(Updated upon request or at least annually)

Special Attachment No. 5, Estimate of Engineering Fee

Special Attachment No. 6, Certification -- Debarment

3. No Party may alter or amend this Agreement except by a revised Work Estimate, CMS Change Order, or Supplemental Agreement evidencing written agreement between the Parties for such alteration or amendment.

D. LEGAL RELATIONS

1. The LPA shall observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.

2. This Agreement binds the Parties and the Parties' successors and assigns. The LPA shall not assign this Agreement without the prior written permission of the Secretary. Notwithstanding any other provision of this Agreement, the LPA shall not subcontract any part of the Services without prior written approval by the Secretary.

3. This Agreement creates no third-party beneficiaries.

4. In the event any disagreement, dispute or claim of the LPA arising out of or in connection with the LPA's performance of this Agreement, the LPA shall make written request to the KDOT District Engineer to review the matter. If dissatisfied with the review and decision of the KDOT District Engineer, then the LPA may appeal, in writing, to the Deputy Secretary of Transportation/State Transportation Engineer within fifteen (15) calendar days of receipt of the decision of the KDOT District Engineer. The State Transportation Engineer's decision represents KDOT final agency action under the Kansas Judicial Review Act (KJRA), K.S.A. § 77-601, *et seq.*

E. WORKERS' COMPENSATION

1. The LPA will elect to come within the provisions of the Workers' Compensation Act (K.S.A. § 44-505) for all Services performed for the Project and will provide such workers' compensation insurance as is required by the Commissioner of Workers' Compensation.

F. ERRORS AND OMISSIONS; INDEMNIFICATION; INSURANCE

1. The LPA shall promptly correct, without additional compensation, the LPA's failure to perform its obligations under this Agreement. The LPA shall promptly correct its negligent acts, errors, or omissions without additional compensation. If the Services affect a third party, then the LPA shall perform corrections in a manner that minimizes delay to the third party and other damages.

2. The LPA shall pay for or reimburse the Secretary for damages and costs the Secretary has incurred or will incur, because the LPA failed to comply with its obligations under this Agreement and LPA's negligent acts, errors, or omissions arising out of or in connection with the LPA's performance of this Agreement. These damages include personal injury to KDOT employees, damage to KDOT property, and economic loss whether the economic loss arises in contract, tort, or equity. Economic loss encompasses direct and consequential damages Kansas law permits the Secretary to recover, including monies the Secretary pays or owes to construction contractors, monies the Secretary pays or owes to consulting firms, delay damages, or other damages arising from the LPA's failure to

comply with its obligations. This Agreement does not authorize third parties to seek recovery as third party beneficiaries of this Agreement or in any other capacity.

3. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all claims, suits, damages (whether property damages, personal injury damages, or economic damages), and costs (reasonable attorney's fees and defense costs) resulting from the LPA's failure to comply with its obligations under this Agreement, resulting from the LPA's negligent acts, errors, or omissions in performing its Services, or all of the above. The LPA shall have no obligation to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

G. CONFLICT OF INTEREST

1. The LPA warrants it has no public or private interest and shall not acquire (directly or indirectly) any such interest, which would conflict with the Services performed under this Agreement.

2. The LPA shall not hire persons in KDOT's employment to provide Services under this Agreement without the Secretary's prior written permission.

H. EFFECTIVE DATE; REPRESENTATION OF AUTHORITY

1. This Agreement will become effective on the date the Secretary (or the Secretary's designated representative) signs.

2. In signing this Agreement, the Parties and the individual person signing on behalf of such Party represent that the person signing is duly authorized, having the authority and capacity to execute and legally bind the respective entity to this Agreement.

I. GENERAL

1. Buy America Compliance. The Parties agree to comply with the Buy America requirements of 23 CFR 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions.

2. Prohibition on Certain Technologies. All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

3. Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, The LPA verifies that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified or voluntarily excluded from participation in this transaction by any federal department or agency. A Certification by Project Agency as to History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments will be included as Special Attachment No. 6 to this Agreement and be attached and made a part of this Agreement. 2 C.F.R. § 200.213.

4. Incorporation of Documents. The Parties agree the Agreement, work estimate (if available), applicable regulations and specifications, and other Special Attachments as listed are all essential documents of this Agreement and are either attached to or incorporated by reference into this Agreement and are a part thereof.

5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

6. Severability. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

NOW THEREFORE, the Parties cause their duly authorized representatives to enter into this Agreement.

RECOMMEND FOR APPROVAL:

RILEY COUNTY, KANSAS

 RILEY COUNTY ENGINEER

 CHAIRPERSON

ATTEST:

 MEMBER

 RILEY COUNTY CLERK (Date)

 MEMBER

(SEAL)

Agreement No. 271-21
Project No. 81 C-49801
Bureau of Local Projects

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Attachment: CE Agreement (11239 : Rose Hill Rd. Bridge Replacement Project- Contract for Engineering Services)

INDEX OF ATTACHMENTS

Special Attachment No. 1	Specific Construction Provisions
Special Attachment No. 2	Civil Rights Attachment
Special Attachment No. 3	Contractual Provisions Attachment (DA 146a, Rev. 07.16.19)
Special Attachment No. 4	Estimate of Engineering Fee
Special Attachment No. 5	Listing of KDOT Certified Inspectors

SPECIFIC CONSTRUCTION PROVISIONS

I. SCOPE OF SERVICES

A. SERVICES TO BE PERFORMED BY THE CONSULTANT

The LPA agrees to:

- (1) Attend all conferences designated by KDOT or required under the terms of the Agreement.
- (2) Designate a Project Engineer/Project Manager who shall report and transmit Project activity and documents to KDOT's Construction Office.
- (3) Assign a sufficient number of KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under the Agreement in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of KDOT, the Contract Documents (Specifications, Construction Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field work under the Agreement.
- (5) Perform the LPA's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the LPA's work and to check or test it prior to use on the Project.
- (7) Provide for LPA personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under the Agreement.
- (8) Undertake the following:

Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.

Inspect all phases of construction operations to determine the Contractor's compliance with Contract Documents and to reject such work and materials which do not comply with Contract Documents until any

questions at issue can be referred to and be decided by the KDOT Field Engineer.

Take field samples and/or test materials to be incorporated in the work and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.

Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress.

Measure and compute all materials incorporated in the work and items of work completed and maintain an item account record.

Provide measurement and computation of pay items.

Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by KDOT and as are applicable to the Project, which may include:

- a. Progress Reports
- b. Weekly statement of working days
- c. Notice of change in construction status
- d. Report of field inspection of material
- e. Test report record
- f. Contractor pay estimates
- g. Pile driving data
- h. Piling record
- i. Final certification of materials
- j. Explanation of quantity variation
- k. State of contract time
- l. Other records and reports as required by the Project

Review, or assist in reviewing and preparing of documents, all Contractor submittals of records and reports required by KDOT and as are applicable to the Project to assure the Project is constructed in accordance with Federal and State requirements and which may include:

- a. Requests for partial and final payment
- b. Other reports and records as required by the individual Project

- (9) Prepare and submit, if desired by the LPA, partial payment invoices for services rendered by the LPA, but not to exceed one submittal per month.
- (10) Collect, properly label or identify, and deliver to KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the LPA in the performance of the Agreement, upon completion or termination of the Agreement.
- (11) Return, upon completion or termination of the Agreement, all Manuals, Contract Documents, guides, written instructions, unused forms and record keeping books, and other documents and materials furnished by KDOT. The LPA shall be responsible for replacing lost documents or materials at the price determined by KDOT.
- (12) Prepare and submit a certification of Project completion.
- (13) Prepare and submit a final payment voucher for services rendered by the LPA.
- (14) Prepare and deliver (when Project is completed) one copy of major changes to the plans (by letter) to KDOT. The letter should contain such items as the following:
 - a. Earthwork and Culverts
 1. A revised list of benchmarks
 2. Location of government benchmarks
 3. Major changes in alignment
 4. Major changes in grade line
 5. Established references on cornerstones
 6. Major changes in location of drainage structures
 7. Major changes in flow-line of drainage structures
 8. Drainage structures added or deleted
 9. Any change of access control
 - b. Bridges
 1. Changes in stationing
 2. Changes in type, size or elevation of footings
 3. Changes in grade line

B. SERVICES TO BE PROVIDED BY THE SECRETARY

- (1) The Secretary agrees to:
 - a. Make available to the LPA sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by KDOT to be necessary to

enable the LPA to perform the work under this Agreement, for the Project to the same standards required of KDOT's personnel.

- b. Provide for the use of the LPA a sufficient supply of the blank diaries, logs, record keeping books and reporting forms considered by KDOT to be necessary for the LPA to perform the services under this Agreement to the same standards required of KDOT'S personnel.
- c. Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the LPA until completion of the construction work.
- d. Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.
- e. Perform all necessary weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
- f. Designate a Construction Engineer/Construction Coordinator in the Construction Office with the duties and responsibilities set forth in Section IC of the General Construction Provisions of the Agreement.
- g. Provide, through the Field Engineer and the District Staff, such assistance and guidance to the LPA as may be reasonably necessary to perform and complete the Agreement in conformance with standard construction engineering practices of KDOT.

- (2) KDOT reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

II. PROSECUTION AND PROGRESS

- A. It is anticipated work under the construction contract will start in 2021 and be completed by 2021.
- B. The LPA shall complete all services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the LPA's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

III. BASIS OF PAYMENT

- A. Compensation of services provided by the LPA under the terms of the Agreement shall be the incurred and reimbursable actual costs to the LPA not to exceed the Agreement Estimate and as allowed by State Law and the Federal Share which will be limited to the applicable Federal-aid cost sharing formulae and availability of Federal-aid funds for engineering services. Federal-aid participation for this project is 80%.
- B. Reimbursement for costs will be limited to those which are allowable under the Code of Federal Regulations (CFR) Title 23 and Title 48, Chapter 1 and the Federal-aid Highway Policy Guide, Volume 1, Chapter 7, Section 2, except to the extent the provisions of that subpart are clearly inappropriate to the Agreement.
- C. The estimated hourly equipment and labor costs and Project estimates are included as special attachments.
- (1) Labor and fringe benefits will be charged at the LPA's actual cost. If an employee is paid monthly, his hourly rate will be computed by dividing his salary by the hours per month that he works.
 - (2) Equipment rental rates shall be KDOT's actual operating costs (excluding depreciation) of equipment used for the Project.
 - (3) Materials will be estimated at the price of the low quotes (when necessary) and paid for at invoice prices. (Copy of invoices to be furnished to the Secretary's Construction Engineer/Construction Coordinator).
- D. After completion of the Project, the LPA will furnish the Construction Engineer/Construction Coordinator with seven (7) certified itemized statements of the actual cost of construction engineering force account work detailed as follows:
- | | |
|-----------------|---|
| Labor: | The total hours, rates and extension for each classification. |
| Equipment: | The total hours, KDOT's rates and extension for each unit of machinery and equipment. |
| Materials: | The quantities of materials, prices and extensions. |
| Transportation: | Cost of delivery of materials, if any. |
| Miscellaneous: | Cost of property damage, liability and worker's compensation insurance premiums; unemployment insurance contributions, social security, health and retirement payments, and/or other eligible Project related costs. Administrative costs are not eligible for reimbursement. |

The statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used for this Project are not specifically purchased for such work, but are taken from the LPA's stock,

inventory records must support quantities and process for materials from stock used for this Project.

The Secretary shall reserve the right to approve or disapprove the LPA's submitted claims for equipment actual operating cost.

- E. The Agreement Estimate of **\$57,949.46** has been agreed upon as the upper limit for compensation. It is intended as nearly as can be estimated to cover only actual costs and was agreed upon in order that the Secretary, as agent for said LPA, might permit the LPA to do such work as set forth in the Contract Documents, provided, however that if extra work has been authorized it will be reimbursed as per terms of the supplemental agreement(s).

IV. MISCELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

- (1) The Field Engineer for KDOT will be Mr. Damian Rottinghaus, P.E., whose work address is 1425 West US-24 Highway, Wamego, Kansas 66547 and work telephone is 66547.
- (2) The Project Engineer/Project Manager for the LPA will be Mr. Gary Rosewicz, P.E., Certification Number N/A (expiration date is N/A), whose work address is 6215 Tuttle Creek Boulevard, Manhattan, Kansas 66503 and work telephone is 785-537-6330.
- (3) The Chief Inspector for the LPA will be Mr. Andrew Woods, Certification Number 4885 (expiration date is 1/1/2026), whose work address is 6215 Tuttle Creek Boulevard, Manhattan, Kansas 66503 and work telephone is 785-537-6330.

B. ACCESS TO RECORDS

- (1) All documents and evidence pertaining to costs incurred under this Agreement will be available for inspection during normal business hours in the LPA's office, for a period of three (3) years following final Agreement payment.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The 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 the _____ day of _____, 20____.

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 any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State 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 agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Project No. 81 C 4989-01
 City of _____
Riley County

Supporting Data Sheet
for
ESTIMATE OF ENGINEERING FEE

A. Direct Payroll

Contract Administration

<u>Work Type</u>	<u>Employee</u>	<u>Est. Hrs.</u>	<u>Rate</u>	<u>Extension</u>
1. Field Inspection daily contract documents	Project Engineer	<u>42</u> @	<u>\$53.11</u> =	\$2,230.62
	Project Supervisor	<u>700</u> @	<u>\$26.22</u> =	\$18,354.00
	Addtnl. Techn(s)	<u>450</u> @	<u>\$22.46</u> =	\$10,107.00
	Subtotal:			\$30,691.62
2. On Site Testing	Project Supervisor	<u>50</u> @	<u>\$26.22</u> =	\$1,311.00
	Addtnl. Techn(s)	<u>30</u> @	<u>\$22.46</u> =	\$673.80
Subtotal:				\$1,984.80
3. Surveying	Project Supervisor	<u>20</u> @	<u>\$26.22</u> =	\$524.40
	Addtnl. Techn(s)	<u>20</u> @	<u>\$22.46</u> =	\$449.20
Subtotal:				\$973.60
4. Final Paper Preparation	Project Engineer	<u>5</u> @	<u>\$53.11</u> =	\$265.55
	Project Supervisor	<u>80</u> @	<u>\$26.22</u> =	\$2,097.60
Subtotal:				\$2,363.15
Total Direct Payroll Costs:				\$36,013.17

Project No. 81 C 4989-01
 City of _____
Riley County

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
Project Engineer	<u>47</u> @	<u>\$53.11</u> =	\$2,496.17
Project Supervisor	<u>850</u> @	<u>\$26.22</u> =	\$22,287.00
Addnl. Techn(s)	<u>500</u> @	<u>\$22.46</u> =	<u>\$11,230.00</u>
Total Direct Payroll Costs:			\$36,013.17
B. Salary Related Overhead <u>40</u> %			\$14,405.27
C. Total Payroll plus Overhead			\$50,418.44
D. Direct Expenses (Travel, Postage, Misc.)			
Mileage	Miles	Rate	
Veh 1 Full-size Pickup 4WD	<u>9000</u> @	<u>\$0.565</u>	\$5,085.00
Veh 2 Full-size Pickup 4WD	<u>3000</u> @	<u>\$0.565</u>	\$1,695.00
Veh 3 Full-size SUV 4WD	<u>300</u> @	<u>\$0.565</u>	\$169.50
Equipment Rental			\$231.52
Postage & Telephone			\$350.00
Total Other Direct Expenses			\$7,531.02
TOTAL FORCE ACCOUNT ESTIMATE			<u>\$57,949.46</u>

Special Attachment No. 8

Listing of Inspection Staff for Riley County

The following list of personnel are available to perform the work on Project 81 C 4989-01 when required.

Certification and Expiration Dates

[illegible]



COUNTY CLERK & ELECTIONS
Budget

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

COMMISSION AGENDA REPORT

FROM: Tami Robison, Budget & Finance Officer

MEETING: November 8, 2021

SUBJECT: 2021 CIP Authorization-PW Power Broom Replacement

PRESENTER: Tami Robison, Budget & Finance Officer

Move to approve and sign the CIP Authorization Form and Purchase Authorization approved on October 28, 2021.

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Power Broom - Projet Activation (PDF)

**RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM
CIP PROJECT FUNDING AUTHORIZATION FORM**

4.a

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP _____

PROJECT INFORMATION (Completed by Department Head)

Department: Public Works Date: 10/28/2021

Category(circle): FACILITIES INFRASTRUCTURE **EQUIPMENT** TECHNOLOGY

Project Name: Power Broom Total Cost \$: \$ 43,000.00

Brief Description:
Purchase a used 2018 Power Broom to replace broom damaged in an accident.

Project Justification:
This piece of equipment will replace the broom that was damaged in an accident. Damaged broom is more expensive to repair than to replace.

Operating Cost Implications:
Purchase price of new used broom is \$44,000 minus a \$1,000 trade in.

Department Head Name (PRINT): John Ellermann

Department Head (SIGNATURE): John Ellermann

TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

For computer related projects, the Department Head must provide the following information and submit to the IT Director for approval.

Y N

☐ Will this project be used exclusively by your department?

☐ Will this project require support from Information Technology?

Information Technology Director's Signature: _____

To be completed by IT:

Y N

☐ Will the project require the implementation of new technologies/costs?

If so, what & costs? _____

☐ Is the project duplicated in other CIP requests?

☐ Is the project compatible with the technology development plans of Riley County?

CERTIFICATION OF PROJECT AUTHORITY

CASH:

Cash Available: _____

☐ This project is funded for start-up as cash is available.

☐ This project is not funded for start-up as cash is not available.

Shilo Heger, Riley County Treasurer Date

BUDGET:

Budget Available: _____

☐ This project is funded for start-up as budget authority is available.

☐ This project is not funded for start-up as budget authority is not available.

Rich Vargo, Riley County Clerk Date

APPROVAL:

Approved Amount: _____

☐ This project is funded.

☐ This project is not funded.

Chairman Date
Board of County Commissioners



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: November 8, 2021

SUBJECT: Action on Portable Communication Device Allowance Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

POSSIBLE MOTION(S)

Move to approve the Portable Communication Device Allowance Form(s).

Move to deny the Portable Communication Device Allowance Form(s).

Move to table the Portable Communication Device Allowance Form(s).

Enclosures:

- Communication Allowance D Nelson (PDF)

PORTABLE COMMUNICATION DEVICE ALLOWANCE FORM

EMPLOYEE CERTIFICATION: I have read and understand the requirements stated above and agree to adhere to them. I will fully cooperate with the County in making its response to any open record request directed to my personal portable communication device. I will immediately advise the County Counselor of any electronic or written open record request I receive which is directed to my personal portable communication device.

Please indicate if you wish to continue with existing phone number as currently issued by the county.

YES ____ NO ____ If, yes, please list the phone number: _____

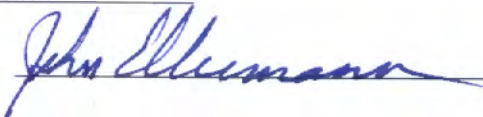
Portable Communication Device Allowance Plan: ____ \$25 ____ \$40 X \$65 Data Enabled

____ Authorized to use personal portable communication device for business use reimbursed at a rate of \$.25/minute.

Name of Authorized User: Darin Nelson
(Please print)

Signature of Authorized User _____ Date _____

Phone # 785-313-9083

Department Head Approval: 

Board of County Commission Approved Data Enabled Portable Communication Device

Signature of Chairman _____ Date _____

Note: Please keep a copy of this certificate for your records and send the original to the County Human Resource Manager.



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: November 8, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 11-8-2021 Green (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date	10/29/2021
☒ 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

Welch	Sheri		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Medical Clerk	HD	30-00400-349
Position Title	Department	Fund

10/29/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

G	1	\$15.74	☒ Hour	\$	☐ Bi-weekly	☒ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

Approvals:

Department:

Date: 11-2-21

Personnel:

BOCC:

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date: 11/4/2021
☐ 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

Oberle	Allison		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

As Needed Clerical Assistant	Clerk	0001-00019
Position Title	Department	Fund

11/15/2021	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
Effective Date			Ending Date For Temporary	Is this a budgeted position?	

D	1	\$13.60	☒ Hour	\$	☐ Bi-weekly	☐ 40	☒ up to 20
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department:

Austin M. Beller, Deputy

Date:

11-04-2021

Personnel:

ER Allen

11/4/2021

BOCC

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date: 11/2/2021
☐ Change		Employee #

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

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

Bundy	Kirsten		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Medical Clerk	Health Department	0030-000444
Position Title	Department	Fund

11/23/2021 11/15/2021	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

G	3	\$16.86	☒ Hour	\$	☐ Bi-weekly	☒ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department:

Date:

Personnel:

BOCC

Chairman:

Member:

Member:

☒ Add ☐ Change	Fill Request Date: 11/4/2021 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

Dick	Sydney		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

EMT	EMS/Ambulance	0001-000020
Position Title	Department	Fund

11/15/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

EMT	2	\$14.30	☒ Hour	\$	☐ Bi-weekly	☐ 40	☒ up to 60
Grade/Step		Pay Rate			Hours Per Workweek		

Department: _____ Date: _____

Personnel: 9 in 1 Wae 11/4/89

BOCC
Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add ☐ Change	Fill Request Date: 11/4/2021 Employee #
--	--

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

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

Coates	Hannah		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

EMT	EMS/Ambulance	0001-000020
Position Title	Department	Fund

11/15/2021	☐ Exempt ☒ Non-Exempt	Ending Date For Temporary	☒ Yes ☐ No
Effective Date			Is this a budgeted position?

EMT	2	\$14.30	☒ Hour ☐ Bi-weekly	☐ 40 ☒ up to 60
Grade/Step		Pay Rate	Hours Per Workweek	

Approvals:

Department: _____ Date: _____

Personnel: *Anthony Wae* *11/4/2021*

BOCC
Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add ☐ Change	Fill Request Date: 11/4/2021 Employee #
--	--

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

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

Snyder	Alex		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Paramedic	EMS/Ambulance	0001-000020
Position Title	Department	Fund

11/15/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

Para	3	\$17.76	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department: _____ Date: _____

Personnel: E. A. Waw 11/4/2021

BOCC
Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add ☐ Change	Fill Request Date: 11/4/2021 Employee #
--	--

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

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

Markvicka	Ryan		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

EMT	EMS/Ambulance	0001-000020
Position Title	Department	Fund

11/15/2021	☐ Exempt ☒ Non-Exempt	Ending Date For Temporary ☒ Yes ☐ No
Effective Date	Is this a budgeted position?	

EMT	2	\$14.30	☒ Hour ☐ Bi-weekly	40 ☐
Grade/Step	Pay Rate	Hours Per Workweek		

Approvals:

Department:

Date:

Personnel:

BOCC

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add ☐ Change	Fill Request Date: 11/4/2021 Employee #
--	--

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

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

Smith	Kodi		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

EMT	EMS/Ambulance	0001-000020
Position Title	Department	Fund

11/15/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

EMT	2	\$14.30	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department: _____ Date: _____

Personnel: Elizabeth A. W. A. W. 11/4/2021

BOCC
Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date: 11/4/2021
☐ 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

Torres	Julio		
--------	-------	--	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

EMT	EMS/Ambulance	0001-000020
-----	---------------	-------------

Position Title Department Fund

11/15/2021	☐	☒		☒ Yes	☐ No
------------	--------------------------	-------------------------------------	--	---	-----------------------------

Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

EMT	2	\$14.30	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
-----	---	---------	--	----	------------------------------------	-----------------------------	--------------------------

Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department: _____ Date: _____

Personnel: ED Allen 11/4/2021

BOCC
Chairman: _____

Member: _____

Member: _____

Joint City/County/County Meeting: (at city offices November 18th)

Topics for Agenda:

Attachment: topic form (9914 : Joint City/County/County Agenda Meeting Information)



COUNTY CLERK & ELECTIONS
Meeting information

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

MEMORANDUM

FROM: Rich Vargo, County Clerk

MEETING: November 8, 2021

SUBJECT: Discuss Intergovernmental Luncheon

PRESENTER: Rich Vargo, County Clerk

Enclosures:

- attendees and topics for agenda form (DOC)

Virtual Intergovernmental Luncheon: November 22nd

Topics for Agenda:	Lunch attendees:
Comprehensive Plan update – Amanda Smeller	John Ford –
	Greg McKinley –
	Kathryn Focke –
	Rich Vargo –
	Clancy Holeman –

Attachment: attendees and topics for agenda form (9935 : Intergovernmental Luncheon Meeting Information)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
November 15, 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

9:15 AM

David Adams, EMS/Ambulance Director

2. Staff update

9:30 AM

Press Conference

9:45 AM

Shilo Heger, Treasurer

3. Monthly Financial Reports

10:00 AM

General Election Canvass

10:30 AM

Russel Stukey, Emergency Management Director

4. Staff update

10:45 AM

Clancy Holeman, Counselor/Director of Administrative Services

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

Attachment: 11-15-21 tentative agenda (10508 : Tentative Agenda)

11:15 AM Julie Gibbs, Health Department Director

6. Staff update

12:00 PM Law Enforcement Agency Meeting

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: 11-15-21 tentative agenda (10508 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
November 18, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

[District 1 – John Ford, Chair](#)

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

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

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:15 AM

Amy Manges, Register of Deeds

2. Request to fill a position

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:50 AM

Bob Isaac, Planner

4. Public hearing for Special Use Authorization to establish and operate an electrical substation

10:00 AM

Gary Fike, County Extension Director

5. Staff update

10:15 AM

Dennis Butler, RCPD Director

6. RCPD update

10:30 AM

Amanda Smeller, Planning and Development Director

7. Public hearing to repeal the Riley County Subdivision Regulations and Riley County Zoning Regulations, including Floodplain Regulations,

Attachment: 11-18-21 tentative agenda (10508 : Tentative Agenda)

in their entirety, and replace said documents with a single document entitled “Riley County Land Development Regulations”

11:00 AM Tami Robison, Budget and Finance Officer

8. CIP Work Session

11:30 AM Budget and Planning Committee - Tami Robison, Budget and Finance Officer

9. Monthly Cash Flow Reports

4:00 PM Joint City/County/County Meeting (at City Offices)

Adjournment

Announcement

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

Beginning at 7:30 a.m. Thursday, November 18, 2021 lasting until approximately 8:30 a.m., the BOCC will be in its usual public meeting location, joining a Zoom meeting hosted by the Chamber of Commerce. This Chamber of Commerce Zoom call will be placed on a speaker phone, so BOCC members can “listen” to the presentations made by the scheduled speakers. But BOCC members will not participate in the Chamber of Commerce meeting. BOCC members will be “muted” during the Chamber of Commerce Zoom call.

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

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

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



COUNTY CLERK & ELECTIONS
Budget

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

STAFF REPORT

FROM: Rich Vargo, County Clerk

MEETING: November 8, 2021

SUBJECT: Year to date budget and expenditure reports

PRESENTER: Rich Vargo, County Clerk

Enclosures:

- 2021 YTD Wage-Overtime Report Overview 2021-11-01 (PDF)
- 2021 YTD Wage-Overtime Report Detail Page 2021-11-01 (PDF)
- Financial reports 2021 (PDF)

2021 YTD Wages/Overtime Compared to Budget

% of Year Used

83.33%

Oct	Regular Wages	Overtime Wages	2021 Budgeted Overtime	OT % of reg wage	Total Wages by department	2021 Wages Budget	2021 Wage/OT Budget	Budget Spent
Department								
Attorney	\$1,024,158.37	\$2,665.41	\$3,803.00	0.26%	\$1,026,823.78	\$1,395,357.00	\$1,399,160.00	73.3%
Clerk	\$494,634.68	\$1,130.46	\$4,623.00	0.23%	\$495,765.14	\$632,249.00	\$636,872.00	77.8%
Commissioners	\$111,357.77	\$0.00	\$0.00	0.00%	\$111,357.77	\$137,435.00	\$137,435.00	81.0%
Administrative Services	\$333,869.68	\$8.49	\$1,067.00	0.00%	\$333,878.17	\$408,766.00	\$409,833.00	81.4%
Register of Deeds	\$208,452.71	\$32.45	\$662.00	0.02%	\$208,485.16	\$329,620.00	\$330,282.00	63.1%
Treasurer	\$459,372.88	\$4,065.21	\$3,722.00	0.88%	\$463,438.09	\$588,117.00	\$591,839.00	78.3%
Emergency Mgt	\$115,531.84	\$1,068.43	\$726.00	0.92%	\$116,600.27	\$151,378.00	\$152,104.00	76.6%
Museum	\$246,422.34	\$94.43	\$0.00	0.04%	\$246,516.77	\$299,479.00	\$299,479.00	82.3%
Election	\$177,734.32	\$2,034.44	\$2,533.00	1.14%	\$179,768.76	\$319,151.00	\$321,684.00	55.8%
EMS/Ambulance	\$1,091,893.63	\$648,022.49	\$896,206.00	59.35%	\$1,739,916.12	\$1,380,991.00	\$2,277,197.00	76.4%
Appraiser	\$852,648.92	\$1,262.61	\$9,192.00	0.15%	\$853,911.53	\$1,083,795.00	\$1,092,987.00	78.1%
Planning & Development	\$323,996.40	\$255.13	\$1,861.00	0.08%	\$324,251.53	\$384,866.00	\$386,727.00	83.8%
Information Tech-GIS	\$483,472.74	\$124.23	\$5,131.00	0.03%	\$483,596.97	\$668,716.00	\$673,847.00	71.7%
General Serv.-Separation	\$154,296.22	\$0.00			\$154,296.22	\$100,000.00	\$100,000.00	154.3%
Public Works	\$2,286,895.69	\$38,423.15	\$88,256.00	1.68%	\$2,325,318.84	\$3,253,587.00	\$3,341,843.00	69.5%
Noxious Weed	\$261,633.27	\$3,242.77	\$6,186.00	1.24%	\$264,876.04	\$329,630.00	\$335,816.00	78.8%
NON-GENERAL FUNDS								
Solid Waste payroll	\$139,548.87	\$7,289.77	\$10,683.00	5.22%	\$146,838.64	\$165,482.00	\$176,165.00	83.3%
Motor Vehicle	\$171,345.67	\$578.05	\$1,438.00	0.34%	\$171,923.72	\$221,459.00	\$222,897.00	77.1%
Fire District #1	\$197,654.51	\$0.00	\$472.00	0.00%	\$197,654.51	\$290,803.00	\$291,275.00	67.8%
Subtotal-All County Funds	\$9,134,920.51	\$710,297.52	\$1,036,561.00	7.78%	\$9,845,218.03	\$12,140,881.00	\$13,177,442.00	
Health Dept.-General Fund	\$452,462.40	\$50,081.27	\$1,084.00	11.07%	\$502,543.67	\$265,808.00	\$266,892.00	188.2%
2 Health Dept.-Grant Funds	\$1,729,887.66	\$4,014.43	\$10,555.00	0.23%	\$1,733,902.09	\$2,199,974.00	\$2,210,529.00	78.4%
Full Grant Funds								
2 Youth Court Svcs	\$35,324.40	\$0.00	\$0.00	0.00%	\$35,324.40	\$35,277.45	\$44,322.00	79.7%
2 Juvenile Services	\$179,319.69	\$1,196.99	\$0.00	0.67%	\$180,516.68	\$229,470.00	\$229,470.00	78.6%
2 Adult Services	\$204,653.07	\$0.00	\$0.00	0.00%	\$204,653.07	\$255,929.00	\$255,929.00	79.9%
2 PIO (wages reflected in HD-Gen)	\$40,969.43	\$0.00	\$0.00	0.00%	\$40,969.43	\$65,707.00	\$65,707.00	62.3%
2 RADxUp coord & Spec	\$7,166.41	\$0.00	\$0.00	0.00%	\$7,166.41	\$82,000.00	\$82,000.00	8.7%
2 IRIS (wages reflected in HD-Gen)	\$32,055.14	\$0.00	\$0.00	0.00%	\$32,055.14	\$55,095.00	\$55,095.00	58.1%
Subtotal Grant Funds	\$499,488.14	\$1,196.99	\$0.00	0.67%	\$500,685.13	\$723,478.45	\$732,523.00	
Totals	\$11,816,758.71	\$765,590.21	\$1,048,200.00	6.48%	\$12,582,348.92	\$15,330,141.45	\$16,387,386.00	

1 Indicates Partial Grant fund

\$2,199,974.00

\$16,387,386.00

2 Indicates Full Grant fund

\$723,478.45

Attachment: 2021 YTD Wage-Overtime Report Overview 2021-11-01 (11229 : Year to date budget and expenditure reports)

			1st Quarter	2nd Quarter	September	3rd Quarter	October	November	December	4th Quarter	YTD 2021
Department											
Attorney	Regular Salaries	1001	\$288,639.67	\$275,520.62	\$103,352.98	\$355,512.86	\$ 104,485.22			\$104,485.22	\$1,024,158.37
	Seasonal/Temp	1003		\$0.00	\$0.00	\$0.00	\$ -			\$0.00	\$0.00
	Overtime	1005	\$456.85	\$183.90	\$60.19	\$1,568.64	\$ 456.02			\$456.02	\$2,665.41
			\$289,096.52	\$275,704.52	\$103,413.17	\$357,081.50	\$ 104,941.24	\$ -	\$ -	\$104,941.24	\$1,026,823.78
Clerk	Regular Salaries	1001	\$136,824.10	\$141,427.85	\$48,085.07	\$168,297.67	\$ 48,085.06			\$48,085.06	\$494,634.68
	Overtime	1005	\$372.47	\$62.01	\$0.00	\$284.73	\$ 411.25			\$411.25	\$1,130.46
			\$137,196.57	\$141,489.86	\$48,085.07	\$168,582.40	\$ 48,496.31	\$ -	\$ -	\$48,496.31	\$495,765.14
Commissioners	Regular Salaries	1001	\$32,068.22	\$31,715.82	\$10,571.94	\$37,001.79	\$ 10,571.94			\$10,571.94	\$111,357.77
Administrative Svcs	Regular Salaries	1001	\$94,324.52	\$94,599.53	\$32,210.14	\$112,735.49	\$ 32,210.14			\$32,210.14	\$333,869.68
	Overtime	1005	\$0.00	\$8.49	\$0.00	\$0.00	\$ -			\$0.00	\$8.49
			\$94,324.52	\$94,608.02	\$32,210.14	\$112,735.49	\$ 32,210.14	\$ -	\$ -	\$32,210.14	\$333,878.17
Register of Deeds	Regular Salaries	1001	\$61,841.18	\$57,998.29	\$19,518.29	\$69,227.02	\$ 19,386.22			\$19,386.22	\$208,452.71
	Seasonal/Temp	1003		\$0.00	\$1,089.00	\$3,658.05	\$ 910.80			\$910.80	\$4,568.85
	Overtime	1005	\$25.11	\$7.34	\$0.00	\$0.00				\$0.00	\$32.45
			\$61,866.29	\$58,005.63	\$20,607.29	\$72,885.07	\$20,297.02	\$0.00	\$0.00	\$20,297.02	\$213,054.01
Treasurer	Regular Salaries	1001	\$129,123.39	\$131,640.93	\$44,256.07	\$154,297.02	\$ 44,256.06			\$44,256.06	\$459,317.40
	Seasonal/Temp	1003	\$55.48	\$0.00	\$0.00	\$0.00	\$ -			\$0.00	\$55.48
	Overtime	1005	\$3,300.26	\$460.33	\$0.00	\$133.70	\$ 170.92			\$170.92	\$4,065.21
			\$132,479.13	\$132,101.26	\$44,256.07	\$154,430.72	\$44,426.98	\$0.00	\$0.00	\$44,426.98	\$463,438.09
Emergency Mgt	Regular Salaries	1001	\$32,423.95	\$30,181.03	\$9,884.20	\$36,652.97	\$ 9,884.19			\$9,884.19	\$109,142.14
	Seasonal/Temp	1003	\$1,424.85	\$0.00	\$1,416.00	\$3,540.00	\$ 1,424.85			\$1,424.85	\$6,389.70
	Overtime	1005	\$654.19	\$13.08	\$0.00	\$0.00	\$ 401.16			\$401.16	\$1,068.43
			\$34,502.99	\$30,194.11	\$11,300.20	\$40,192.97	\$ 11,710.20	\$ -	\$ -	\$11,710.20	\$116,600.27
Museum	Regular Salaries	1001	\$65,713.86	\$65,713.86	\$22,087.80	\$78,100.19	\$ 14,254.94			\$14,254.94	\$223,782.85
	Seasonal/Temp	1003	\$7,422.17	\$7,375.10	\$1,491.52	\$6,432.45	\$ 1,409.77			\$1,409.77	\$22,639.49
	Overtime	1005	\$94.43	\$0.00	\$0.00	\$0.00	\$ -			\$0.00	\$94.43
			\$73,230.46	\$73,088.96	\$23,579.32	\$84,532.64	\$ 15,664.71	\$ -	\$ -	\$15,664.71	\$246,516.77
Election	Regular Salaries	1001	\$39,448.47	\$36,830.60	\$13,112.11	\$52,809.75	\$ 13,112.13			\$13,112.13	\$142,200.95
	Seasonal/Temp	1003	\$2,932.63	\$2,306.20	\$1,366.80	\$27,907.07	\$ 2,387.47			\$2,387.47	\$35,533.37
	Overtime	1005	\$0.00	\$0.00	\$0.00	\$2,009.08	\$ 25.36			\$25.36	\$2,034.44
			\$42,381.10	\$39,136.80	\$14,478.91	\$82,725.90	\$ 15,524.96	\$ -	\$ -	\$15,524.96	\$179,768.76
EMS/Ambulance	Regular Salaries	1001	\$289,341.88	\$285,370.37	\$95,712.28	\$348,872.87	\$ 96,592.11			\$96,592.11	\$1,020,177.23
	Seasonal/Temp	1003	\$20,296.60	\$17,116.49	\$8,629.79	\$27,579.47	\$ 6,723.84			\$6,723.84	\$71,716.40
	Overtime	1005	\$186,960.91	\$176,451.93	\$65,564.67	\$220,325.50	\$ 64,284.15			\$64,284.15	\$648,022.49

			1st Quarter	2nd Quarter	September	3rd Quarter	October	November	December	4th Quarter	YTD 2021	13.b
Department												
			\$496,599.39	\$478,938.79	\$169,906.74	\$596,777.84	\$ 167,600.10	\$ -	\$ -	\$167,600.10	\$1,739,916.12	
Appraiser	Regular Salaries	1001	\$242,370.95	\$236,235.70	\$77,993.36	\$284,467.17	\$ 78,069.27			\$78,069.27	\$841,143.09	
	Seasonal/Temp	1003	\$3,565.80	\$3,949.03	\$934.40	\$3,025.40	\$ 965.60			\$965.60	\$11,505.83	
	Overtime	1005	\$76.47	\$566.04	\$0.00	\$464.10	\$ 156.00			\$156.00	\$1,262.61	
			\$246,013.22	\$240,750.77	\$78,927.76	\$287,956.67	\$ 79,190.87	\$ -	\$ -	\$79,190.87	\$853,911.53	
Planning & Development	Regular Salaries	1001	\$88,055.97	\$91,198.50	\$30,222.77	\$105,812.26	\$ 31,808.19			\$31,808.19	\$316,874.92	
	Seasonal/Temp	1003	\$1,861.00		\$4,675.68	\$5,260.48	\$ -			\$0.00	\$7,121.48	
	Overtime	1005	\$87.79	\$93.29	\$0.00	\$74.05	\$ -			\$0.00	\$255.13	
			\$90,004.76	\$91,291.79	\$34,898.45	\$111,146.79	\$ 31,808.19	\$ -	\$ -	\$31,808.19	\$324,251.53	
Information Tech-GIS	Regular Salaries	1001	\$136,974.96	\$135,224.65	\$46,994.01	\$164,279.12	\$ 46,994.01			\$46,994.01	\$483,472.74	
	Seasonal/Temp	1003	\$0.00	\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	
	Overtime	1005	\$73.36	\$0.00	\$7.17	\$33.39	\$ 17.48			\$17.48	\$124.23	
			\$137,048.32	\$135,224.65	\$47,001.18	\$164,312.51	\$ 47,011.49	\$ -	\$ -	\$47,011.49	\$483,596.97	
General-General	Regular Salaries	1001	\$0.00	\$0.00	\$0.00	\$0.00	\$ -				\$0.00	
	Separation Payout	1005	\$41,188.64	\$20,200.64	\$77,127.70	\$80,691.70	\$ 12,215.24			\$12,215.24	\$154,296.22	
			\$41,188.64	\$20,200.64	\$77,127.70	\$80,691.70	\$12,215.24	\$0.00	\$0.00	\$12,215.24	\$154,296.22	
Public Works	Regular Salaries	1001	\$645,099.10	\$652,301.99	\$214,364.54	\$766,759.05	\$ 204,013.04			\$204,013.04	\$2,268,173.18	
	Seasonal/Temp	1003	\$7,617.94	\$7,539.10	\$32.54	\$3,565.47	\$ -			\$0.00	\$18,722.51	
	Overtime	1005	\$19,920.05	\$5,233.12	\$1,067.05	\$12,459.79	\$ 810.19			\$810.19	\$38,423.15	
			\$672,637.09	\$665,074.21	\$215,464.13	\$782,784.31	\$ 204,823.23	\$ -	\$0.00	\$204,823.23	\$2,325,318.84	
Noxious Weed	Regular Salaries	1001	\$76,858.79	\$70,995.26	\$25,813.64	\$88,146.48	\$ 25,632.74			\$25,632.74	\$261,633.27	
	Seasonal/Temp	1003		\$0.00	\$0.00	\$0.00	\$ -			\$0.00	\$0.00	
	Overtime	1005	\$1,970.78	\$338.21	\$74.60	\$933.78	\$ -			\$0.00	\$3,242.77	
			\$78,829.57	\$71,333.47	\$25,888.24	\$89,080.26	\$ 25,632.74	\$ -	\$ -	\$25,632.74	\$264,876.04	
Motor Vehicle	Regular Salaries	1001	\$48,555.80	\$48,542.41	\$16,499.43	\$57,748.03	\$ 16,499.43			\$16,499.43	\$171,345.67	
	Seasonal/Temp	1003	\$0.00	\$0.00	\$0.00	\$0.00	\$ -			\$0.00	\$0.00	
	Overtime	1005	\$74.53	\$354.33	\$16.99	\$70.66	\$ 78.53			\$78.53	\$578.05	
			\$48,630.33	\$48,896.74	\$16,516.42	\$57,818.69	\$ 16,577.96	\$ -	\$ -	\$16,577.96	\$171,923.72	
Community Corrections	Regular Salaries	1001	\$45,329.69	\$46,076.77	\$15,452.29	\$54,369.80	\$ 15,452.28			\$15,452.28	\$161,228.54	
-Juvenile	Seasonal/Temp	1003	\$4,664.07	\$4,099.69	\$1,752.95	\$6,450.30	\$ 1,680.10			\$1,680.10	\$16,894.16	
	Overtime	1005	\$188.48	\$588.04	\$10.88	\$416.35	\$ 4.12			\$4.12	\$1,196.99	
			\$50,182.24	\$50,764.50	\$17,216.12	\$61,236.45	\$ 17,136.50	\$ -	\$ -	\$17,136.50	\$179,319.69	
Community Corrections	Regular Salaries	1001	\$57,544.01	\$57,708.51	\$19,580.72	\$68,348.70	\$ 19,580.47			\$19,580.47	\$203,181.69	
-Adult	Seasonal/Temp	1003	\$0.00	\$0.00	\$0.00		\$ -			\$0.00	\$0.00	
	Overtime	1005	\$197.44	\$789.69	\$20.27	\$475.65	\$ 8.60			\$8.60	\$1,471.38	
			\$57,741.45	\$58,498.20	\$19,600.99	\$68,824.35	\$ 19,589.07	\$ -	\$ -	\$19,589.07	\$204,653.07	

Attachment: 2021 YTD Wage-Overtime Report Detail Page 2021-11-01 (11229 : Year to date budget and

			1st Quarter	2nd Quarter	September	3rd Quarter	October	November	December	4th Quarter	YTD 2021
Department											
Community Corrections	Regular Salaries	1001	\$9,990.89	\$9,995.81	\$3,397.86	\$11,892.63	\$3,398.12			\$3,398.12	\$35,277.45
-Youth Court	Seasonal/Temp	1003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
	Overtime	1005		\$31.23	\$7.86	\$7.86	\$7.86			\$7.86	\$46.95
			\$9,990.89	\$10,027.04	\$3,405.72	\$15,306.47	\$3,398.12	\$0.00	\$0.00	\$3,405.98	\$35,324.40
Solid Waste Payroll	Regular Salaries	1001	\$29,548.71	\$29,123.23	\$12,883.20	\$35,285.57	\$8,507.20			\$8,507.20	\$102,464.71
	Seasonal/Temp	1003	\$9,023.34	\$8,895.98	\$4,673.74	\$14,744.70	\$4,420.14			\$4,420.14	\$37,084.16
	Overtime	1005	\$4,486.39	\$40.23	\$375.45	\$2,232.77	\$530.38			\$530.38	\$7,289.77
			\$43,058.44	\$38,059.44	\$17,932.39	\$52,263.04	\$13,457.72	\$0.00	\$0.00	\$13,457.72	\$146,838.64
Fire District #1	Regular Salaries	1001	\$45,295.44	\$41,779.93	\$17,498.56	\$60,735.58	\$17,498.56			\$17,498.56	\$165,309.51
	Seasonal/Temp	1003	\$13,090.00	\$10,165.00	\$1,990.00	\$7,350.00	\$1,740.00			\$1,740.00	\$32,345.00
	Overtime	1005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
			\$58,385.44	\$51,944.93	\$19,488.56	\$68,085.58	\$19,238.56	\$0.00	\$0.00	\$19,238.56	\$197,654.51
Health Dept.-General	Regular Salaries	1001	\$80,775.79	\$87,630.50	\$20,333.96	\$95,574.25	\$19,280.11			\$19,280.11	\$283,260.65
COVID Tracers	Seasonal/Temp	1003	\$52,328.16	\$36,053.14	\$19,590.64	\$57,130.11	\$23,690.34			\$23,690.34	\$169,201.75
	Overtime	1005	\$26,590.01	\$17,059.43	\$638.48	\$2,993.30	\$3,438.53			\$3,438.53	\$50,081.27
			\$159,693.96	\$140,743.07	\$40,563.08	\$155,697.66	\$46,408.98	\$-	\$-	\$46,408.98	\$502,543.67
Health Dept.-Grants	Regular Salaries	1001	\$563,949.20	\$442,728.38	\$139,593.99	\$509,518.00	\$138,922.48			\$138,922.48	\$1,655,118.06
	Part Time	1003	\$17,689.67	\$21,651.91	\$7,704.01	\$27,483.58	\$7,944.44			\$7,944.44	\$74,769.60
	Overtime	1005	\$3,341.00	\$100.06	\$71.96	\$509.14	\$64.23			\$64.23	\$4,014.43
PIO (ELC Grant)	349		\$12,383.28	\$15,163.20	\$1,288.87	\$13,422.95	\$-			\$0.00	\$40,969.43
RADxUP Coord & Spec	126		\$21,499.21	\$21,964.86	\$7,097.16	\$20,955.33	\$7,650.69			\$7,650.69	\$72,070.09
IRIS Coord (KCCTF Grant)	128		\$6,216.08	\$10,315.33	\$3,491.20	\$12,032.53	\$3,491.20			\$3,491.20	\$32,055.14
			\$625,078.44	\$511,923.74	\$159,247.19	\$583,921.53	\$146,931.15	\$0.00	\$0.00	\$158,073.04	\$1,878,996.75
Totals			\$3,712,227.98	\$3,489,716.96	\$1,251,686.78	\$4,286,072.33	\$1,154,863.42	\$0.00	\$0.00	\$1,166,013.17	\$12,650,624.46
								\$1,155,596.65	\$1,151,677.30		\$12,654,030.44
											-\$3,405.98

2021 Budget	
\$1,374,734.00	
\$20,623.00	
\$3,803.00	
\$1,399,160.00	
\$632,249.00	
\$4,623.00	
\$636,872.00	
\$137,435.00	
\$408,766.00	
\$1,067.00	
\$409,833.00	
\$329,620.00	
\$662.00	
\$330,282.00	
\$588,117.00	
\$0.00	
\$3,722.00	
\$591,839.00	
\$133,334.00	
\$18,044.00	
\$726.00	
\$152,104.00	
\$284,760.00	
\$14,719.00	
\$0.00	
\$299,479.00	
\$174,429.00	
\$144,722.00	
\$2,533.00	
\$321,684.00	
\$1,272,846.00	
\$108,145.00	
\$896,206.00	

2021 Budget	
\$2,277,197.00	
\$1,070,465.00	
\$13,330.00	
\$9,192.00	
\$1,092,987.00	
\$384,866.00	
\$0.00	
\$1,861.00	
\$386,727.00	
\$668,716.00	
\$5,131.00	
\$673,847.00	
\$100,000.00	
\$100,000.00	
\$3,146,462.00	
\$107,125.00	
\$88,256.00	
\$3,341,843.00	
\$329,630.00	
\$6,186.00	
\$335,816.00	
\$221,459.00	
\$0.00	
\$1,438.00	
\$222,897.00	
\$201,484.00	
\$27,986.00	
\$0.00	
\$229,470.00	
\$255,929.00	
\$0.00	
\$255,929.00	

2021 Budget	
\$44,322.00	
\$0.00	
<u>\$0.00</u>	
\$44,322.00	
\$106,829.00	
\$58,653.00	
\$10,683.00	
\$176,165.00	
\$243,303.00	
\$47,500.00	
\$472.00	
\$291,275.00	
\$265,808.00	
\$0.00	
\$1,084.00	
\$266,892.00	
\$2,119,573.00	
\$80,401.00	
\$10,555.00	
\$65,707.00	
\$82,000.00	
\$55,095.00	
\$2,413,331.00	
\$16,387,386.00	
\$16,387,386.00	
\$0.00	

2021 YTD BUDGET ACTIVITY

% of Year: 83.33%

			1st QTR	2nd QTR	JUL	AUG	SEPT	3rd QTR	OCT	4TH QTR	TOTAL	AVAILABLE	
	DEPARTMENT	BUDGET	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	BUDGET	% USED
	Attorney	\$2,127,075	\$420,742	\$387,843	\$208,850	\$157,710	\$140,316	\$506,876	\$144,323	\$144,323	\$1,459,783	\$667,292	68.63%
	Clerk	\$955,685	\$198,151	\$200,060	\$100,483	\$68,450	\$68,782	\$237,714	\$67,395	\$67,395	\$703,320	\$252,365	73.59%
	County Commissioners	\$239,201	\$47,558	\$43,104	\$26,180	\$14,992	\$14,792	\$55,964	\$13,101	\$13,101	\$159,727	\$79,474	66.78%
	Admin. Svcs/Counselor	\$627,489	\$133,201	\$132,862	\$67,216	\$48,900	\$46,717	\$162,832	\$46,877	\$46,877	\$475,772	\$151,717	75.82%
	Register of Deeds	\$515,953	\$84,030	\$72,603	\$44,952	\$26,430	\$26,358	\$97,740	\$51,096	\$51,096	\$305,468	\$210,485	59.20%
	Treasurer	\$876,696	\$186,014	\$188,641	\$90,474	\$64,032	\$88,385	\$242,891	\$64,471	\$64,471	\$682,018	\$194,678	77.79%
	District Court	\$168,175	\$18,034	\$35,443	\$15,203	\$8,084	\$8,491	\$31,778	\$15,646	\$15,646	\$100,901	\$67,274	60.00%
1.00	Emergency Management	\$265,466	\$54,332	\$58,217	\$30,038	\$22,849	\$20,298	\$73,185	\$21,830	\$21,830	\$207,563	\$57,903	78.19%
	Coroner	\$107,000	\$21,407	\$21,717	\$12,653	\$8,375	\$5,847	\$26,875	\$9,635	\$9,635	\$79,634	\$27,366	74.42%
	Juvenile Detention	\$95,000	\$20,900	\$20,900	\$20,900	\$0	\$0	\$20,900	\$20,900	\$20,900	\$83,601	\$11,399	88.00%
	Fair	\$102,400	\$5,709	\$30,578	\$4,069	\$27,092	\$6,816	\$37,977	\$0	\$0	\$74,264	\$28,136	72.52%
1.00	Museum	\$428,315	\$96,365	\$95,961	\$47,119	\$31,146	\$30,544	\$108,809	\$20,455	\$20,455	\$321,590	\$106,725	75.08%
	Election	\$581,735	\$145,666	\$72,508	\$46,805	\$52,951	\$23,193	\$122,949	\$38,659	\$38,659	\$379,782	\$201,953	65.28%
	Ambulance	\$3,674,370	\$785,041	\$793,507	\$435,809	\$261,467	\$280,394	\$977,670	\$254,661	\$254,661	\$2,810,879	\$863,491	76.50%
	Appraiser	\$1,669,039	\$374,668	\$350,573	\$174,658	\$120,018	\$115,167	\$409,843	\$113,897	\$113,897	\$1,248,981	\$420,058	74.83%
	Planning & Development	\$592,829	\$117,837	\$126,779	\$62,135	\$40,784	\$68,400	\$171,318	\$43,251	\$43,251	\$459,185	\$133,644	77.46%
	Budget Appropriations	\$1,591,541	\$795,771	\$0	\$795,770	\$0	\$0	\$795,770	\$0	\$0	\$1,591,541	\$0	100.00%
	Insurance	\$681,849	\$294,115	\$271,956	\$27,479	\$2,256	-\$5,072	\$24,663	-\$699	-\$699	\$590,035	\$91,814	86.53%
	Information Systems	\$1,619,848	\$242,382	\$401,219	\$160,291	\$86,066	\$97,439	\$343,796	\$74,312	\$74,312	\$1,061,709	\$558,139	65.54%
	County General-General	\$4,385,170	\$468,116	\$278,324	\$136,979	\$146,762	\$191,350	\$475,092	\$121,750	\$121,750	\$1,343,282	\$3,041,888	30.63%
	Public Works	\$8,101,895	\$1,177,050	\$1,501,000	\$922,777	\$1,578,433	\$671,459	\$3,172,669	\$376,271	\$376,271	\$6,226,990	\$1,874,905	76.86%
	Noxious Weed	\$684,674	\$155,051	\$133,353	\$88,400	\$37,315	\$63,496	\$189,212	\$36,447	\$36,447	\$514,063	\$170,611	75.08%
	Juvenile Supervision	\$1,794	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,794	0.00%
	General Fund Transfers	\$5,207,634	\$5,212,634	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,212,634	-\$5,000	100.10%
	County General subtotal	\$35,300,833	\$11,054,774	\$5,217,150	\$3,519,241	\$2,804,110	\$1,963,170	\$8,286,521	\$1,534,278	\$1,534,278	\$26,092,724	\$9,208,109	73.92%
	Less Budget Stabilization	\$3,050,000											
	General Fund w/out Budget Stabilization	\$32,250,833											

Attachment: Financial reports 2021 (11229 : Year to date budget and expenditure reports)

2021 YTD BUDGET ACTIVITY

% of Year: 83.33%

			1st QTR	2nd QTR	JUL	AUG	SEPT	3rd QTR	OCT	4TH QTR	TOTAL	AVAILABLE	
	DEPARTMENT	BUDGET	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	BUDGET	% USED
2.00	Riley County Health Dept #30	\$4,906,190	\$1,210,823	\$1,224,982	\$646,578	\$436,130	\$354,002	\$1,436,709	\$362,737	\$362,737	\$4,235,251	\$670,939	86.32%
	EMS Grants #52	\$5,067	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,067	0.00%
	Register of Deeds Tech Fund #106	\$91,568	\$27,334	\$6,985	\$19,791	\$46	\$1,105	\$20,941	\$750	\$750	\$56,011	\$35,557	61.17%
	Clerk's Tech Fund #107	\$106,703	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$106,703	0.00%
	Treasurer's Tech Fund #108	\$56,977	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,977	0.00%
	War Memorial #112	\$9,575	\$0	\$780	\$0	\$0	\$0	\$0	\$0	\$0	\$780	\$8,795	8.15%
	County Auction #118	\$86,238	\$510	\$610	\$571	\$237	\$536	\$1,344	\$547	\$547	\$3,010	\$83,228	3.49%
	P.A.T.F #128	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Motor Vehicle Operations #130	\$418,158	\$71,552	\$132,863	\$38,027	\$25,810	\$25,931	\$89,768	\$25,043	\$25,043	\$319,227	\$98,931	76.34%
	Special Alcohol Programs #132	\$9,023	\$0	\$2,000	\$2,500	\$0	\$0	\$2,500	\$0	\$0	\$4,500	\$4,523	49.87%
2.00	Community Corrections #144	\$987,649	\$215,629	\$207,366	\$109,178	\$65,491	\$69,179	\$243,847	\$58,819	\$58,819	\$725,661	\$261,988	73.47%
	Capital Improvements Fund #145	\$9,070,167	\$426,818	\$696,895	\$120,206	\$93,033	\$750	\$213,988	\$33,240	\$33,240	\$1,370,942	\$7,699,225	15.11%
	Economic Development #146	\$401,322	\$252,529	\$818	\$34,012	\$1,801	\$14,959	\$50,772	\$16,865	\$16,865	\$320,984	\$80,338	79.98%
	Radio Infrastructure Project #147	\$0	\$0	\$0	\$73,504	\$0	\$10,000	\$83,504	\$0	\$0	\$83,504	-\$83,504	
	Emergency 911 #148	\$810,000	\$157,479	\$24,148	\$13,923	\$11,236	\$7,737	\$32,896	\$161,494	\$161,494	\$376,018	\$433,982	46.42%
	Solid Waste #150	\$2,807,000	\$367,228	\$707,683	\$259,616	\$226,951	\$245,910	\$732,476	\$201,443	\$201,443	\$2,008,831	\$798,169	71.57%
	County Building #152	\$393,000	\$43,739	\$78,482	\$35,118	\$39,846	\$20,873	\$95,837	\$24,107	\$24,107	\$242,165	\$150,835	61.62%
	Road & Bridge Capital Projects #157	\$4,320,367	\$15,916	\$83,444	\$666	\$250,074	\$162	\$250,902	\$2,345	\$2,345	\$352,606	\$3,967,761	8.16%
	RCPD Operations #173	\$4,712,215	\$1,176,184	\$1,149,665	\$1,125,982	\$19,232	\$32,794	\$1,178,008	\$17,266	\$17,266	\$3,521,123	\$1,191,092	74.72%
	Landfill Closure #180	\$52,789	\$1,541	\$4,083	\$7,745	\$1,738	\$1,409	\$10,892	\$2,701	\$2,701	\$19,216	\$33,573	36.40%
	Bond & Interest # 181	\$598,752	\$16,923	\$0	\$0	\$2,978,756	\$38,530	\$3,017,286	\$0	\$0	\$3,034,208	-\$2,435,456	506.76%
	Riley Co Fire Dist #1 #183	\$1,124,440	\$178,171	\$211,242	\$102,099	\$113,315	\$43,057	\$258,471	\$54,518	\$54,518	\$702,402	\$422,038	62.47%
	Riley Co Fire Dist Cap Out #184	\$357,523	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$357,523	0.00%

Attachment: Financial reports 2021 (11229 : Year to date budget and expenditure reports)

2021 YTD BUDGET ACTIVITY

% of Year: 83.33%

			1st QTR	2nd QTR	JUL	AUG	SEPT	3rd QTR	OCT	4TH QTR	TOTAL	AVAILABLE	
	DEPARTMENT	BUDGET	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	EXPENSES	BUDGET	% USED
	University Park W&S #230	\$136,421	\$9,947	\$21,693	\$11,341	\$10,872	\$9,763	\$31,976	\$7,309	\$7,309	\$70,925	\$65,496	51.99%
	Fairmont Heights Cap Proj #231	\$0	\$0	\$24,120	\$0	\$377,519	\$79,635	\$457,153	\$48,342	\$48,342	\$529,615	-\$529,615	
	Keats Capital Project #236	\$800,000	\$0	\$0	\$4,400	\$0	\$0	\$4,400	\$0	\$0	\$4,400	\$795,600	0.55%
	Exp of Univ Park/Lakeside Heights #235	\$499,000	\$1,250	\$0	\$0	\$0	\$250	\$250	\$0	\$0	\$1,500	\$497,500	0.30%
	Univ Park W/S Reserve #284	\$95,540	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,540	0.00%
	Hunters Island Water #238	\$30,401	\$4,454	\$5,896	\$4,412	\$2,693	\$1,120	\$8,225	\$1,092	\$1,092	\$19,668	\$10,733	64.69%
	Hunters Island Reserve #241	\$9,027	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,027	0.00%
	Carson Sewer Operations #239	\$45,485	\$2,754	\$1,479	\$26	\$3,581	\$1,722	\$5,329	\$275	\$275	\$9,837	\$35,648	21.63%
	Carson Sewer Reserve #237	\$36,994	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,994	0.00%
	Deep Creek Sewer #242	\$14,236	\$447	\$1,066	\$560	\$304	\$822	\$1,685	\$1,020	\$1,020	\$4,218	\$10,018	29.63%
	Deep Creek Reserve #243	\$27,705	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,705	0.00%
	Moehlman Bottoms #244	\$19,354	\$2,163	\$2,763	\$2,179	\$1,732	\$607	\$4,518	\$660	\$660	\$10,104	\$9,250	52.21%
	Moehlman Bottoms Reserve #245	\$5,410	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,410	0.00%
	Terra Hts Sewer #252	\$33,953	\$1,142	\$5,783	\$1,114	\$1,296	\$871	\$3,281	\$2,603	\$2,603	\$12,808	\$21,145	37.72%
	Terra Hts Sinking #254	\$82,528	\$0	\$3,232	\$0	\$0	\$0	\$0	\$0	\$0	\$3,232	\$79,296	3.92%
	Konza Water Operations #256	\$121,704	\$12,289	\$14,988	\$10,133	\$8,865	\$4,419	\$23,417	\$4,717	\$4,717	\$55,410	\$66,294	45.53%
	Konza Water Reserve #257	\$149,874	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$149,874	0.00%
	Valleywood Cap Reserve #282	\$81,672	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81,672	0.00%
	Valleywood Operations #248	\$46,871	\$64	\$1,788	\$96	\$816	\$108	\$1,020	\$1,503	\$1,503	\$4,374	\$42,497	9.33%
	Mertz/McGehee Drainage #322	\$6,183	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,183	0.00%
	Lakeside Heights Sewer #285	\$2,945	\$88	\$133	\$604	\$77	\$80	\$762	\$63	\$63	\$1,046	\$1,899	35.53%
	Lakeside Heights Sewer Capital #286	\$8,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,080	0.00%
		\$33,578,106	\$4,196,975	\$4,614,988	\$2,624,381	\$4,671,449	\$966,328	\$8,262,158	\$1,029,456	\$1,029,456	\$18,103,578	\$15,474,528	
	Total including General Fund	\$68,878,939	\$15,251,749	\$9,832,138	\$6,143,622	\$7,475,559	\$2,929,498	\$16,548,679	\$2,563,735	\$2,563,735	\$44,196,301	\$24,682,638	

Attachment: Financial reports 2021 (11229 : Year to date budget and expenditure reports)

2021 COUNTY GENERAL-GENERAL

% of Year: 83.33%

COUNTY GENERAL-GENERAL	BUDGET	1st QTR EXP.	2nd QTR EXP.	JUL EXP.	AUG EXP.	SEPT EXP.	3rd QTR EXP.	OCT. EXP.	4th QTR EXP.	TOTAL EXP.	AVAILABLE BUDGET	% USED
Personnel	\$117,620	\$47,025	\$21,765	\$3,840	\$2,735	\$85,737	\$92,311	\$13,162	\$13,162	\$174,263	-\$56,643	148.16%
Contractual	\$1,215,050	\$264,428	\$205,919	\$122,662	\$117,366	\$89,840	\$329,867	\$67,510	\$67,510	\$867,724	\$347,326	71.41%
Commodities	\$2,500	\$239	\$0	\$389	\$0	\$0	\$389	\$0	\$0	\$628	\$1,872	25.11%
Misc-Budget Stabilization	\$3,050,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,050,000	0.00%
Capital Outlay	\$0	\$32,021	\$0	\$0	\$0	\$516	\$516	\$0	\$0	\$32,537	-\$32,537	
Transfers Out	\$0	\$124,404	\$50,639	\$10,089	\$26,661	\$15,258	\$52,009	\$41,079	\$41,079	\$268,130	-\$268,130	
Grand Total	\$4,385,170	\$468,116	\$278,324	\$136,979	\$146,762	\$191,350	\$475,092	\$121,750	\$121,750	\$1,343,282	\$3,041,888	30.63%
Other Expense Totals	Year-To- Date	Budget										
Indigent Attorney	\$303,422	\$407,550										
Incidentals:												
Postage	\$289											
Computer Software	\$630											
Mileage	\$257											
Copies	\$0											
Misc Fees	\$10,273											
Meals	\$0											
	\$11,449											
Base Panel fees	\$281,281											
Off Panel	\$10,692											

Attachment: Financial reports 2021 (11229 : Year to date budget and expenditure reports)

COMPARISON OF 2020 TO 2021 EXPENSES

DEPARTMENT	OCTOBER		OCTOBER DIFFERENCE	YEAR-TO-DATE THRU OCTOBER		Y-T-D DIFFERENCE	2021 BUDGET
	2020	2021		2020	2021		
Attorney	\$146,248	\$144,323	-\$1,925	\$1,603,385	\$1,459,783	-\$143,601	\$2,127,075
Clerk	\$66,421	\$67,395	\$974	\$744,193	\$703,320	-\$40,873	\$955,685
County Commissioners	\$20,279	\$13,101	-\$7,177	\$173,607	\$159,727	-\$13,879	\$239,201
Admin. Svcs/Counselor	\$41,624	\$46,877	\$5,253	\$478,036	\$475,772	-\$2,264	\$627,489
Register of Deeds	\$42,468	\$51,096	\$8,628	\$376,359	\$305,468	-\$70,891	\$515,953
Treasurer	\$64,641	\$64,471	-\$170	\$701,938	\$682,018	-\$19,920	\$876,696
District Court	\$6,120	\$15,646	\$9,526	\$103,490	\$100,901	-\$2,590	\$168,175
Emergency Management	\$22,559	\$21,830	-\$729	\$226,182	\$207,563	-\$18,619	\$265,466
Coroner	\$10,173	\$9,635	-\$538	\$72,246	\$79,634	\$7,388	\$107,000
Juvenile Detention	\$20,216	\$20,900	\$684	\$85,358	\$83,601	-\$1,757	\$95,000
Fair	\$5,525	\$0	-\$5,525	\$65,072	\$74,264	\$9,192	\$102,400
Museum	\$31,510	\$20,455	-\$11,055	\$344,414	\$321,590	-\$22,824	\$428,315
Election	\$33,136	\$38,659	\$5,523	\$479,926	\$379,782	-\$100,143	\$581,735
Ambulance	\$245,272	\$254,661	\$9,389	\$2,766,124	\$2,810,879	\$44,754	\$3,674,370
Appraiser	\$114,920	\$113,897	-\$1,023	\$1,334,259	\$1,248,981	-\$85,278	\$1,669,039
Planning & Development	\$39,525	\$43,251	\$3,726	\$504,670	\$459,185	-\$45,485	\$592,829
Budget Appropriations	\$0	\$0	\$0	\$1,571,541	\$1,591,541	\$20,000	\$1,591,541
Insurance	-\$5,500	-\$699	\$4,801	\$591,187	\$590,035	-\$1,152	\$681,849
Information Systems/GIS	\$107,683	\$74,312	-\$33,370	\$1,267,514	\$1,061,709	-\$205,804	\$1,619,848
County General-General	\$133,172	\$121,750	-\$11,422	\$971,647	\$1,343,282	\$371,635	\$4,385,170
Public Works	\$1,067,161	\$376,271	-\$690,891	\$6,316,725	\$6,226,990	-\$89,734	\$8,101,895
Noxious Weed	\$60,141	\$36,447	-\$23,695	\$583,456	\$514,063	-\$69,394	\$684,674
General Fund	\$2,273,293	\$1,534,278	-\$739,015	\$21,361,330	\$20,880,090	-\$481,240	\$30,091,405

Attachment: Financial reports 2021 (11229 : Year to date budget and expenditure reports)

COMPARISON OF 2020 TO 2021 EXPENSES

DEPARTMENT	OCTOBER		OCTOBER DIFFERENCE	YEAR-TO-DATE THRU OCTOBER		Y-T-D DIFFERENCE	2021 BUDGET
	2020	2021		2020	2021		
Health Department	\$319,099	\$362,737	\$43,637	\$3,538,525	\$4,235,251	\$696,726	\$4,906,190
EMS Grants Fund	\$0	\$0	\$0	\$21,000	\$0	-\$21,000	\$5,067
Register of Deeds Tech Fund	\$0	\$750	\$750	\$33,163	\$56,011	\$22,848	\$91,568
Clerk's Tech Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$106,703
Treasurer's Tech Fund	\$0	\$0	\$0	\$9,900	\$0	-\$9,900	\$56,977
War Memorial	\$0	\$0	\$0	\$0	\$780	\$780	\$9,575
County Auction	\$57	\$547	\$489	\$22,606	\$3,010	-\$19,595	\$86,238
P.A.T.F	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Motor Vehicle Operations	\$24,506	\$25,043	\$537	\$278,533	\$319,227	\$40,694	\$418,158
Special Alcohol Programs	\$0	\$0	\$0	\$4,650	\$4,500	-\$150	\$9,023
Community Corrections	\$64,608	\$58,819	-\$5,789	\$754,407	\$725,661	-\$28,747	\$987,649
Capital Improvements Fund	\$263,124	\$33,240	-\$229,884	\$3,708,937	\$1,370,942	-\$2,337,995	\$9,070,167
Economic Development	\$11,150	\$16,865	\$5,715	\$306,765	\$320,984	\$14,219	\$401,322
Radio Infrastructure Project	\$3,067	\$0	-\$3,067	\$2,395,592	\$83,504	-\$2,312,088	\$0
Emergency 911	\$22,651	\$161,494	\$138,844	\$294,552	\$376,018	\$81,466	\$810,000
Solid Waste	\$194,562	\$201,443	\$6,881	\$1,790,157	\$2,008,831	\$218,675	\$2,807,000
County Building	\$17,942	\$24,107	\$6,165	\$286,396	\$242,165	-\$44,230	\$393,000
Road & Bridge Capital Projects	\$107,976	\$2,345	-\$105,632	\$525,493	\$352,606	-\$172,887	\$4,320,367
RCPD Operations	\$22,596	\$17,266	-\$5,330	\$4,226,008	\$3,521,123	-\$704,885	\$4,712,215
Landfill Closure	\$12,531	\$2,701	-\$9,831	\$27,308	\$19,216	-\$8,091	\$52,789
Bond & Interest	\$0	\$0	\$0	\$527,092	\$3,034,208	\$2,507,116	\$598,752
Riley Co Fire Dist #1	\$37,735	\$54,518	\$16,783	\$656,879	\$702,402	\$45,524	\$1,124,440
Riley Co Fire Dist Cap Ou	\$0	\$0	\$0	\$606,390	\$0	-\$606,390	\$357,523
Fire Station Projects	\$0	\$0	\$0	\$1,465,409	\$0	-\$1,465,409	\$0

COMPARISON OF 2020 TO 2021 EXPENSES

DEPARTMENT	OCTOBER		OCTOBER DIFFERENCE	YEAR-TO-DATE THRU OCTOBER		Y-T-D DIFFERENCE	2021 BUDGET
	2020	2021		2020	2021		
University Park W&S	\$46,784	\$7,309	-\$39,475	\$102,224	\$70,925	-\$31,299	\$136,421
Fairmont Heights Cap Project	\$0	\$48,342	\$48,342	\$8,275	\$529,615	\$521,340	\$0
University Park Sewer Cap	\$0	\$0	\$0	\$9,127	\$0	-\$9,127	\$0
Keats Capital Project	\$1,200	\$0	-\$1,200	\$7,150	\$4,400	-\$2,750	\$499,000
Exp of Univ Park/Lakeside Heights	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$800,000
Univ Park W/S Reserve	\$0	\$0	\$0	\$958	\$0	-\$958	\$95,540
Hunters Island Water	\$2,617	\$1,092	-\$1,525	\$22,466	\$19,668	-\$2,799	\$30,401
Hunters Island Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$9,027
Carson Sewer Operations	\$1,152	\$275	-\$877	\$24,299	\$9,837	-\$14,462	\$45,485
Carson Sewer Reserve	\$1,524	\$0	-\$1,524	\$1,524	\$0	-\$1,524	\$36,994
Deep Creek Sewer	\$509	\$1,020	\$510	\$4,016	\$4,218	\$202	\$14,236
Deep Creek Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$27,705
Moehlman Bottoms	\$1,126	\$660	-\$466	\$10,906	\$10,104	-\$802	\$19,354
Moehlman Botoms Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$5,410
Terra Hts Sewer	\$11,457	\$2,603	-\$8,855	\$21,460	\$12,808	-\$8,652	\$33,953
Terra Hts Sinking	\$16,167	\$0	-\$16,167	\$29,207	\$3,232	-\$25,975	\$82,528
Konza Water Operations	\$37,306	\$4,717	-\$32,589	\$82,947	\$55,410	-\$27,537	\$121,704
Konza Water Reserve	\$0	\$0	\$0	\$2,022	\$0	-\$2,022	\$149,874
Valleywood Cap Reserve	\$0	\$0	\$0	\$1,299	\$0	-\$1,299	\$81,672
Valleywood Operations	\$41,469	\$1,503	-\$39,967	\$49,498	\$4,374	-\$45,124	\$46,871
Mertz/McGehee Drainage	\$0	\$0	\$0	\$0	\$0	\$0	\$6,183
Lakeside Heights Sewer	\$35	\$63	\$28	\$402	\$1,046	\$645	\$2,945
Lakeside Heights Sewer Cap	\$0	\$0	\$0	\$0	\$0	\$0	\$8,080
Total Including General Fund	\$3,536,245	\$2,563,735	-\$972,510	\$43,218,873	\$38,983,667	-\$4,235,205	\$63,669,511

**RCPD EXPENSES PAID BY RILEY COUNTY
2021 YTD EXPENSES**

	BUDGET	1st Quarter	APR	MAY	JUN	2nd Quarter	JUL	AUG	SEPT	3rd Quarter	OCT	4th Quarter	TOTAL EXPENSES	Remaining Budget
Physician	\$150,269	\$58,187	\$13,107	\$12,596	\$12,596	\$38,299	\$10,936	\$12,596	\$29,539	\$53,071	\$12,973	\$12,973	\$162,530	-\$12,261
Laboratory	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hospital	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
Advertising/Legal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Prescriptions/ Medical Supplies	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
Bldg Maintenance	\$120,000	\$17,308	\$4,001	\$2,057	\$4,468	\$10,526	\$16,203	\$5,654	\$2,348	\$24,204	\$3,418	\$3,418	\$55,457	\$64,543
Land Rental/Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Space Rental	\$10,500	\$2,625	\$875	\$875	\$875	\$2,625	\$875	\$875	\$875	\$2,625	\$875	\$875	\$8,750	\$1,750
Office Supplies	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Juvenile Transport	\$6,000	\$0	\$0	\$152	\$0	\$152	\$0	\$0	\$0	\$0	\$0	\$0	\$152	\$5,848
Water, Electric	\$20,000	\$126	\$42	\$42	\$42	\$126	\$32	\$32	\$32	\$96	\$0	\$0	\$348	\$19,652
Storm Drainage	\$2,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,200
Other Commodities/Contractual	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75	\$0	\$75	\$0	\$0	\$75	-\$75
Budget Appropriation	\$4,391,746	\$1,097,937	\$1,097,937	\$0	\$0	\$1,097,937	\$1,097,937	\$0	\$0	\$1,097,937	\$0	\$0	\$3,293,811	\$1,097,935
TOTAL	\$4,712,215	\$1,176,184	\$1,115,962	\$15,722	\$17,981	\$1,149,665	\$1,125,982	\$19,232	\$32,794	\$1,178,008	\$17,266	\$17,266	\$3,521,123	\$1,191,092

Attachment: Financial reports 2021 (11229 : Year to date budget and expenditure reports)

RCPD EXPENSES PAID BY RILEY COUNTY
1/1/2015 - 12/31/2021

	2015	2016	2017	2018	2019	2020	2021	Total
Dental	\$878	\$131	\$0	\$0	\$0	\$0	\$0	\$1,009
Physician	\$127,580	\$134,751	\$113,307	\$136,454	\$145,388	\$163,648	\$162,530	\$983,657
Laboratory	\$499	\$69	\$0	\$0	\$0	\$0	\$0	\$569
Hospital	\$10,668	\$3,323	\$0	\$500	\$0	\$0	\$0	\$14,491
Advertising/Legal	\$0	\$0	\$210	\$473	\$0	\$0	\$0	\$683
Prescriptions	\$829	\$15	\$391	\$0	\$0	\$0	\$0	\$1,235
Bldg Maintenance	\$139,218	\$97,115	\$106,071	\$51,596	\$88,000	\$103,569	\$55,457	\$641,026
Land Rental/Lease	\$1,204	\$1,216	\$0	\$2,480	\$1,272	\$0	\$0	\$6,173
Office Supplies	\$0	\$125	\$251	\$0	\$125	\$0	\$0	\$501
Office Space Rental	\$9,900	\$10,225	\$10,200	\$10,200	\$10,525	\$9,625	\$8,750	\$69,425
Juvenile Transport	\$8,638	\$9,313	\$10,749	\$3,001	\$3,735	\$2,144	\$152	\$37,733
Water, Electric	\$0	\$0	\$0	\$0	\$0	\$252	\$348	\$600
Storm Drainage	\$1,715	\$1,917	\$1,826	\$1,958	\$203	\$0	\$0	\$7,619
Other Commodities/Contractual	\$0	\$0	\$0	\$400,000	\$8,091	\$693,906	\$75	\$1,102,073
Budget Appropriation	\$3,783,672	\$3,946,560	\$4,055,796	\$4,134,000	\$4,291,380	\$4,420,348	\$3,293,811	\$27,925,567
Total	\$4,084,802	\$4,204,762	\$4,298,801	\$4,740,663	\$4,548,719	\$5,393,492	\$3,521,123	\$30,792,361

Prepared by: Tami Robison
 Budget and Finance Officer

Attachment: Financial reports 2021 (11229 : Year to date budget and expenditure reports)

RCPD
OFF-SITE INMATE MEDICAL EXPENSES PAID BY ADVANCED CORRECTIONAL HEALTHCARE
INCLUDED IN 2021 \$31,000 POOL

	JAN	FEB	MAR	1st Quarter	APR	MAY	JUN	2nd Quarter	JUL	AUG	SEPT	3rd Quarter	OCT	4th Quarter	TOTAL EXPENSES
Dental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Physician	\$0	\$402	\$15	\$417	\$205	\$697	\$0	\$901	\$68	\$613	\$0	\$681	\$324	\$324	\$2,323
Laboratory	\$0	\$10	\$87	\$97	\$0	\$128	\$0	\$128	\$44	\$52	\$5	\$100	\$43	\$43	\$368
Hospital	\$0	\$509	\$418	\$927	\$0	\$964	\$0	\$964	\$139	\$28,567	\$0	\$28,706	\$0	\$0	\$30,597
Prescriptions	\$0	\$695	\$4,666	\$5,362	\$1,834	\$1,205	\$4,038	\$7,077	\$2,623	(\$35)	(\$1,039)	\$1,550	\$691	\$691	\$14,679
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,617	\$5,186	\$6,802	\$2,039	\$2,994	\$4,038	\$9,071	\$2,873	\$29,197	-\$1,034	\$31,036	\$1,058	\$1,058	\$47,967

Savings from Medicaid Rate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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\$31,000 Pool Balance	\$31,000	\$29,383	\$24,198		22,159	19,165	15,127		12,254	(16,943)	(15,909)		(16,967)		
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Quarterly ADP: (Contract)

County Inmate (72 base census)	67	67	78	71	80	74	66	73	71	85	90	82	91		
Non-County Inmate (0 base census)	0	0	0	0	0	0	0	0	0	0	0	0	0		
Billing Adjustments for prior years	\$8,761	\$10,306	\$1,554	\$20,621	\$560	\$0	\$0	\$560	\$0	\$0	\$16,943	\$16,943	\$24	\$24	\$38,147



HEALTH DEPARTMENT
Personnel

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: November 8, 2021

SUBJECT: RCHD Child Care Licensing Surveyor Position Description Change

PRESENTER: Julie Gibbs

BACKGROUND

The BOH recently approved filling a CCL surveyor position. This position had been listed for a few weeks, with only a few interviews conducted so far.

DISCUSSION

It was determined we needed to be more specific in the requisites for the position. Instead of simply stating that we require a "bachelors or equivalent" we explained further a "bachelors in early childhood, social work, psychology, or related area required". By being more specific, we can clearly define what education must be obtained before applying for the position.

FISCAL IMPACT

None

RECOMMENDATION(S)

To approve the edited position description for the Child Care Surveyor position.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 2021CCL_PD (PDF)
- 2021-11 Child Care Surveyor I (gold) (PDF)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	CHILD CARE LICENSING SURVEYOR I		
Department:	Health Department	Division:	Child Care Licensing
Reports To:	Child Care Licensing Supervisor		
Pay Grade:	L	Status:	Full-Time
FLSA Status:	Non-Exempt		

POSITION SUMMARY: Responsible for enforcing regulatory requirements for licensed child care facilities. Requires knowledge of Kansas statutes, regulations, and local ordinances for child care. Requires use of data management system for conducting inspections. The child care program is a fast paced, multifaceted job, requiring a high- level of organization, problem solving and critical thinking skills.

ESSENTIAL FUNCTIONS:

- Ensures annual, follow up and complaint visits are accomplished in a timely, professional, and accurate manner. Maintain a 90% or higher timeliness of inspections each fiscal year.
- Conduct surveys and related tasks necessary to determine compliance with statues and regulations
- Carry out enforcement and complaint issues in consultation with Child Care Licensing Supervisor.
- Provide orientation to prospective child care providers prior to application. Orientation must include information provided by Kansas Department of Health and Environment (KDHE) Child Care Licensing Program, at minimum.
- Recruit and retain regulated child care facilities. Maintain a current knowledge of statistical data on child care programs and needs in the county.
- Participate and conduct all required activity related to intake and investigation of complaints concerning illegal child care or regulation violations and related tasks involving professional decision-making. Keeps Child Care Licensing Supervisor informed.
- Identifies training needs of child care facilities and assures adequate training is provided.
- Gains and maintains a current knowledge of child care licensing regulations and related grants.
- Gains and maintains a current knowledge of community programs relating to early childhood and child care.
- Establish the local health agency as the primary contact for families and providers: increase awareness of licensing requirements, importance of regulation, and quality child care; applicant orientation; technical assistance; reporting concerns of poor child care practices, violations of regulations; and illegal child care
- Strengthen compliance through the consistent application and enforcement of child care licensing laws and regulations
- Participate in child care facility surveyor and grant training provided by the KDHE Child Care Licensing Program and assure compliance with required quarterly regional meetings. Complete 5 clock-hours of KDHE Child Care Licensing Administrator approved in-service training in which is child care and/or regulatory directed
- Coordinates investigations with the Kansas State Division of Children and Families, the City and/or County attorney and KDHE as needed and keeps Child Care Licensing Supervisor informed
- Relays reportable diseases to KDHE and coordinates efforts with the infection control nurse of the Health Department to prevent any spread of infectious disease to children or staff in a child

Updated October 2021

Attachment: 2021CCCL_PD (11235 : Child Care Licensing Position Description)

care facility. Keeps Child Care Licensing Supervisor informed

- Establishes and maintains an image that is professional, collaborative, available, proactive and responsive.
- Provide services electronically using a secure e-mail, licensing database CLARIS, and other technologies including online/automated surveys using tablet computers, portable printer, digital cameras, and mobile devices. Must be proficient in Microsoft Office
- Participates in emergency response health department efforts as needed.
- Conforms to HIPAA privacy regulations specific to position held.
- Knowledge of job-related new technologies, systems, methods, etc.
- Establish goals, objectives, and planning with Child Care Licensing Supervisor.
- Demonstrates a broad knowledge and understanding of the operation of programs.
- Evaluates and makes sound requests to Child Care Licensing Supervisor for equipment, staffing and program cost items

SECONDARY FUNCTIONS:

- Attends and takes part in appropriate workshops, seminars as requested
- Attends monthly staff meetings
- Participates in Health Department committees as assigned by Child Care Licensing Supervisor
- Other duties as assigned

POSITION REQUIREMENTS:

Education: Bachelor's Degree in early childhood, social work, psychology, or related area required. ,.

License(s)/Certification(s): Valid driver's license and good driving record.

Experience: Work experience in child development and adult education/training/consultation required. Work or experience in enforcing laws or regulations related to children and families is preferred.

Skills: Demonstrates excellent written communication skills – detailed, succinct, organized written work. Must have ability to understand complex oral and written instruction, ability to speak and write effectively, and ability to give clear, concise instruction orally and in writing, including written reports to local, state and federal offices. Establish and maintain an image of the Health Department to the community that represents service, vitality, and professionalism.

Conforms to HIPAA privacy regulations specific to position held. The child care surveyor does not have authority to use or access PHI.

Supervisory Controls: The Child Care Licensing Supervisor and Health Department Administrator work together to set the overall objectives for this position.

Supervisory Responsibility: None

Guidelines: The employee uses judgment in interpreting and adapting guidelines such as agency policies, regulations, precedents, and work directions for application to specific cases or problems. The employee analyzes results and recommends changes.

Complexity: The work requires self motivated advanced planning and intelligent, rapid emergency decisions. The work also requires many daily decisions concerning such things as planning of the work, or refining the methods and techniques to be used to fulfill work requirements. 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. Takes prompt and appropriate corrective action on substantiated citizen complaints. Maintains high standards of ethics, honesty, and integrity in all personal and professional manners.

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.

Purpose of Contacts: The purpose is to plan, coordinate, advise and educate on work efforts or to resolve operating problems by influencing or motivating individuals or groups who are working toward mutual goals and who have basically cooperative attitudes.

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 20 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 normal.

Use of personal vehicle is required.

Must be fluent in English.

Public Health facility requires a non-smoker.

Approved: _____ Date:
(Supervisor)

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

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

RILEY COUNTY POSITION ACTION FORM

Department Health DepartmentDate 11/4/2021Job Title Child Care Surveyor I

☒ Full Time	☐ Regular	☐ Seasonal	☒ Grant Funded	Pay Grade <u>L</u>	Start Date <u>ASAP</u>	☒ 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: Rachel Chapman	2. Effective date of promotion, transfer, termination, or change: 10/15/21	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☒ Grant Funded	2. Requested hours per year:
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact): \$	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☐ No
5. Has this position been "On Hold?" ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position:	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? restructure of 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 in early child/social work/psychology/or related area and work exp in child dev & adult education/training/consultation required. Exp in enforcing laws and regs related to children & families preferred.

Additional comments:

Approval by:

Date:

Department Head:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:

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

3/19/03



COUNTY CLERK & ELECTIONS
Personnel

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

MEMORANDUM

FROM: Elizabeth Ward, Human Resource Manager

MEETING: November 8, 2021

SUBJECT: Appointed Department Head Annual Performance Evaluation Process and Scheduling

PRESENTER: Elizabeth Ward

Each year, Riley County performs Annual Performance Evaluations for each employee, to include the appointed Department Heads.

Supervisors are generally required to use the Review Cloud platform to complete these reviews, however, historically, the Commissioners have chosen to use hard-copy evaluation forms for the Department Heads.

Each Department Head is asked to submit a list of the 2021 accomplishments and 2022 goals and the appointed Department Heads also complete a self-evaluation and submit any supporting information or documents they would like in order to show the quality of the work performed, or the degree to which the previous year's goals were met.

I will prepare a binder for each commissioner containing the self-evaluation, list of goals and accomplishments and the Annual Performance Evaluation form for each department head.

Appointed department heads will have a 30 minute time scheduled in the executive session with the commissioners to review the year's performance and discuss 2022's goals and expectations.

The commissioners are asked to complete the performance evaluation form for each appointed department head, which I will compile after the close of the performance evaluation season and share with the appropriate department head, as well as file a copy in the personnel file.

Elected officials will be invited to share their accomplishments and goals during an open meeting.

Therefore I would like to begin scheduling annual performance evaluations for the appointed department heads, as well as time for each elected official to present accomplishments and goals. If the commissioners are available, I would like to schedule these sessions on Monday Nov 29, Thursday Dec 2, Monday Dec 6 and Thursday Dec 9, 2021.

Attachments: Department Head Annual Performance Evaluation Template

Enclosures:

- Department Head Annual Performance Review Template 2020-12 (DOCX)



RILEY COUNTY DEPARTMENT HEAD ANNUAL EVALUATION FORM

Dept Head Name/Dept _____

Date: _____

- Base the appraisal on the employees' performance during the entire review period, not isolated incidents or performance prior to the current review period. Obtain/review necessary input and supporting data.
- Rate each factor in relation to the standards established and the guidelines listed on the form for each rating.
- Provide an overall rating based on the rating of the individual factors, adherence to significant performance standards, and accomplishment of essential functions. Each factor need not be of equal weight but comments should justify significant differences impacting on the overall rating.

1) Quality of Work

Measures employee's results in meeting established objectives/ expectations/standards of quality, quantity, customer service and timelines both individually and in a team.

Outstanding

☐

Commendable

☐

Satisfactory

☐

Needs/Improvement

☐

Unsatisfactory

☐

Comments:

2) Quantity of Work

Completes assigned work efficiently and in an organized manner within an established time frame, works to complete objectives and sees a task through.

Outstanding

☐

Commendable

☐

Satisfactory

☐

Needs/Improvement

☐

Unsatisfactory

☐

Comments:

3) Job knowledge/Skills

Measures employee's demonstrated job relevant knowledge and essential skills, such as work practices, policies, procedures, resources, laws, customer service, and technical information, as well as the relationship of work to the organization's mission.

Outstanding

☐

Commendable

☐

Satisfactory

☐

Needs/Improvement

☐

Unsatisfactory

☐

Comments:

4) **Decision Making/Problem Solving**

Realistically weighs and evaluates information, separates important from unimportant, assesses probable consequences and takes appropriate action.

Outstanding

☐

Commendable

☐

Satisfactory

☐

Needs/Improvement

☐

Unsatisfactory

☐

Comments:

5) **Communications**

Expresses ideas and information in writing and verbally, in a manner that is complete, clear, concise, organized and appropriate to the audience.

Outstanding

☐

Commendable

☐

Satisfactory

☐

Needs/Improvement

☐

Unsatisfactory

☐

Comments:

6) **Interpersonal Relations/Team Building**

Measures employee's development and maintenance of positive and constructive internal/external relationships.

Consideration should be given to the employee's demonstrated willingness to function as a team player, give and receive constructive criticism, accept supervision, resolve conflicts, recognize needs and sensitivities and treat others in a fair and equitable manner.

Achieves group participation to improve work, sets priorities, is innovative and solves problems.

Outstanding

☐

Commendable

☐

Satisfactory

☐

Needs/Improvement

☐

Unsatisfactory

☐

Comments:

7) **Work Habits/Safety**

Measures employee's performance relative to efficient methods of:

1. Efficient methods of operation
2. Customer Service
3. Proper Conduct
4. Organization and department work policies and procedures
5. Attendance and punctuality

Outstanding

☐

Commendable

☐

Satisfactory

☐

Needs/Improvement

☐

Unsatisfactory

☐

Comments:

8) **Supervision/Management** Measures leadership, judgement, initiative and achievement of expectations.

Effectively manages – programs, projects, employees, budget, technology and organizational change to produce positive results.

Engages in strategic planning and measurement, performance management, teamwork, staff development and recognition of accomplishments.

Promotes customer service, diversity, inclusiveness. Collaboration, effective communication, and positive labor/management relations.

Uses innovation and fulfills administrative requirements.

Adheres and enforces Riley County Policies and Procedures, and Departmental Policies.

Outstanding

Commendable

Satisfactory

Needs/Improvement

Unsatisfactory

☐
☐
☐
☐
☐

Comments:

9) **Overall Performance Rating** Provide an overall rating based on the rating of the individual factors, adherence to significant performance standards, and accomplishment of essential functions.

This rating provides an overall impression of job performance that is supported by the job factor ratings, not necessarily an average of those ratings. Thus, each factor need not be of equal weight by comments should justify significant differences on the overall rating.

Outstanding

Commendable

Satisfactory

Needs/Improvement

Unsatisfactory

☐
☐
☐
☐
☐

Comments:

Commissioner signature: _____



PLANNING & DEVELOPMENT
Staff Update

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

STAFF REPORT

FROM: Amanda Smeller

MEETING: November 8, 2021

SUBJECT: Planning & Development - Staff Update

PRESENTER: Amanda Smeller

Enclosures:

- November PD Update (PDF)
- 11 - November staff Update(PDF)



PLANNING & DEVELOPMENT

Date: November 4, 2021

To: Riley County Board of County Commissioners

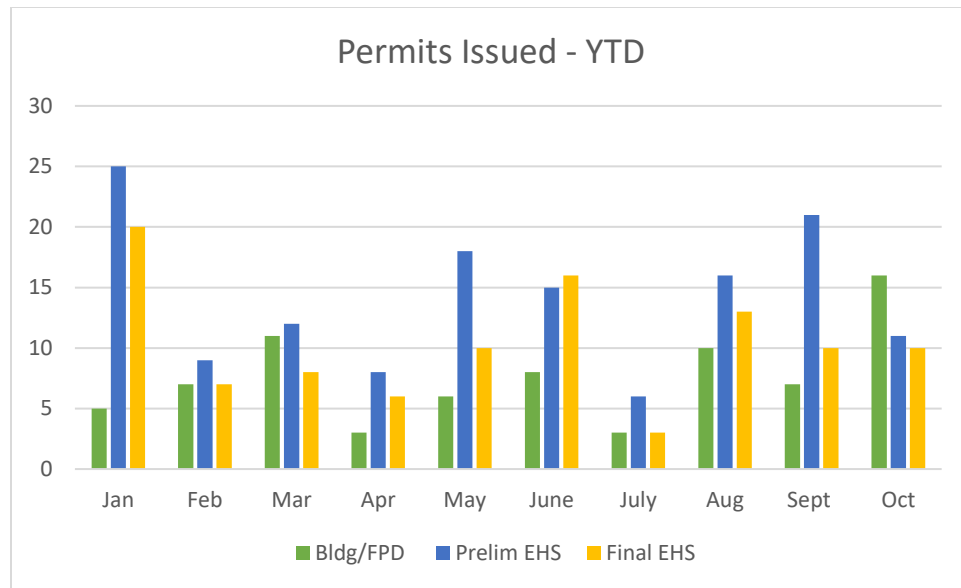
From: Amanda Smeller, Planning & Special Projects Director

Re: Planning & Development October Staff Report

Please see the attached project spreadsheet for more details.

October Highlights:

- We welcomed Stefanie Kastner as our new part time (as needed) Clerical Assistant.
- The BOCC signed a proclamation recognizing October as National Community Planning Month.
- During their regular October meeting, the Riley County Planning Board (RCPB) held a public hearing to hear testimony and discuss the proposed Land Development Regulations (LDRs) and Driveway Standards. Upon the close of the public hearing, the RCPB made an affirmative recommendation to adopt the Land Development Regulations, with recommended changes, and the Driveway Standards.
- One thousand stickers have been ordered for the battery recycling educational program to be sent to Howie's customers to start. The committee continued discussion on an educational flyer to accompany the sticker.
- The NG911 Committee chose Tuttle Cove Road as the next road for renaming/readdressing and is proposing Tuttle Cove Lane. Pre-notification letters have been sent to residents along Tuttle Cove Road.
- CDBG-CV grant close out: Staff submitted the BOCC signed Code of Conduct as well as other supporting documentation for the final wrap up. The state has requested additional information that staff is putting together.
- The Request for Proposals for the new permit software system was issued October 26.
- Planning/Fire/Public Works coordination meeting was held on October 26.
- In addition to the public hearing and discussion on the proposed LDRs, the Riley County Planning Board reviewed a request by David & Janet Vinduska for a Residential Use Designator – Extraneous Farmstead and Concurrent Plat of Vinduska Addition.
- Staff held the following pre-application conference:
 - A Residential Use Designator – Isolated Homesite.
- Permits issued:
 - Building/floodplain development permits: 16
 - Preliminary approval environmental health permits: 11
 - Final/use environmental health permits: 10



- I attended the following:
 - Countywide Employee Day
 - City Housing Study Stakeholder Interview
 - Flint Hills Wellness Coalition meeting
 - Kansas APA Virtual Conference
 - Master Food Plan Summit
 - Master Food Planning Committee meeting
 - Joint City/County meeting
 - Intergovernmental luncheon

Upcoming of note in November:

- Staff will provide a brief presentation on comprehensive planning and the proposed Vision 2025 update at the November 8 County Officials luncheon and at the November 22 Intergovernmental luncheon.
- Land Development Regulations: Our goal is to have the document adopted by the Board of County Commissioners on November 18, 2021. To that end, the following is scheduled to occur in November:
 - A second work session will occur before the Board of County Commissioners on November 1, 2021.
 - The Manhattan Urban Area Planning Board will hold a public hearing for this item on November 1, 2021.
- The Manhattan Urban Area Planning Board will hold a regular meeting on November 1 to review the following:
 - A request by Everygy for a Special Use Permit to establish and operate an electrical substation.
 - A public hearing for the proposed Riley County Land Development Regulations.
 - A public hearing for the proposed City of Manhattan Development Code.
- The Riley County Planning Board will hold a regular meeting on November 8 to review the following:

- A request by Bret and Nicole Tremblay for a Residential Use Designator – Country Estate.

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
Long Range Planning						
Land development regulations	Amanda Smeller, Bob Isaac & Darrin Hobbs	Work sessions were held with the RCPB 9/13 and MUAPB 9/20. Published Notice of Public Hearing. Public hearing held before RCPB on 10/18.	Conduct MUAPB public hearing on 11/1, second BOCC work session on 11/1, and BOCC public hearing/adoption review on 11/18/21.	5/1/2016		11/30/2021
Keats Sewer District	Amanda Smeller & Perry Piper	Income surveys completed. Ineligible for CDBG funding and KDHE loan forgiveness. Eligible for USDA and KDHE funding. Still moving forward with option 1 and BOCC offered ARPA funding.	Pending ARPA funding. Clancy will present letter to BOCC for signature. Need to work on USDA application.	11/1/2014		12/31/2021
Sewer agreement for County shop area	Clancy Holeman & Craig Cox	Met with City staff to discuss report and agreement. City staff analysis reveals that the sanitary system has adequate capacity for the proposed development area.	Wait on City and County Counselors to draft agreement. Investigate water options. Update BOCC on process.	2/1/2014		TBD
NG911 - Private Road Naming	Amanda Smeller & Lisa Daily	Johnson Trail completed. Committee met and decided to move forward with renaming a private road Tuttle Cove Road to Tuttle Cove Lane. Prenotification letters were mailed on 10/18/2021.	Send out second notification letters.	8/1/2015		11/18/2021
Develop Riley County - historic land use changes in Wildcat Creek Watershed	Darrin Hobbs	Information gathering from NASA complete for report. Report has been finalized. Waiting for end product.	Present report to all participating entities.	6/1/2020		12/31/2021
Regulations						
Manhattan Unified Development Ordinance	Bob Isaac & Amanda Smeller	Reviewed UDO subdivision regulations and met with City staff to discuss modifications. City provided sections regarding subdividing in the MUA.	The entire MDC will be before the MUAPB during a public hearing on 11/1. The MUAPB will make a recommendation to the Riley County BOCC for adoption of the subdivision regulations in the MUA. This will be before the BOCC on December 9, 2021.	4/11/2011		12/9/2021
Grants						
Keats Sewer District	Amanda Smeller	Income surveys completed. Ineligible for CDBG funding and KDHE loan forgiveness. Eligible for USDA and KDHE funding. Still moving forward with option 1 and BOCC offered ARPA funding.	Pending ARPA funding. Clancy will present letter to BOCC for signature. Need to work on USDA application.	TBD		TBD
CDBG-CV	Amanda Smeller & Lisa Daily	Grant awarded for meal program and job retention program. Close out meeting with KDOC on August 3, 2021.	Working on close out paperwork. Staff will bring additional documentation for BOCC Chair to sign at a future meeting.	7/27/2020		11/15/2021
KDHE Solid Waste Grant	Amanda Smeller	Awarded grant for battery recycling education program. Held meeting September 20th. Sticker design complete. 1000 stickers have been ordered to start.	Working on flyers. Next meeting to be scheduled for November.	8/1/2021		11/30/2021
Current Planning						
Vinduska - RUD & Plat	Bob Isaac	RCPB approved RUD-EF and Concurrent Plat	Final Plat to BOCC	9/7/2021		10/28/2021
RCPB - Land Development Regulations	Bob Isaac	RCPB conducted public hearing; recommended approval with modifications.	MUAPB to conduct public hearing 11/1 and BOCC 11/18/21.	9/23/221		11/18/2021
Evergy - Special Use	Bob Isaac	Materials submitted to MUAPB secretary	MUAPB to conduct public hearing 11/1	9/20/2021		11/18/2021
Tremblay - RUD Country Estate	Bob Isaac	NOPH published; staff report completed	RCPB to hold Public Hearing	11/8/2021		11/8/2021
Permits						
21-0100-OFLD Nielson	Darrin Hobbs	Application received and entered into LAMA.	Permit issued.	5/6/2021		9/30/2021
21-0176-OFLD Flores	Darrin Hobbs	Steve Higgins entered into LAMA 8/10/21. There are no documents in the document folder. Fee has not been paid.	Determined permit not needed.			10/15/2021
21-0195-XENR - Bluestem (Energy Facility)	Darrin Hobbs	Application received, processed, inspections conducted.	Permit issued.	9/7/2021		10/1/2021
21-0210-XAGB - Hinojosa	Darrin Hobbs	Application received and processed.	Permit issued.	9/20/2021		10/7/2021
21-0120-NBLD Wege	Darrin Hobbs & Craig Cox	Application entered into LAMA; septic tank and lateral field not on the same lot as house. Showing as issued in LAMA which is not correct.	Covenant complete. On 11.04.2021 BOCC agenda. ABATED	5/27/2021		11/4/2021
21-0153-OFLD Britt	Darrin Hobbs	Application received and entered into LAMA.	Waiting elevation certificate. Plan approved by DWR. Application still needs signed to issue permit. Plot plan needs submitted too.	7/19/2021		11/12/2021
21-0185-ADGR Myers & Maupin (shed)	Darrin Hobbs	Inspections completed, determined a variance is required.	Bob and Darrin will contact property owner.	8/23/2021		11/15/2021
Unpaid Fees						
L20AIR-0113 HMH LLC	Craig Cox	Inspection of the Alternative Private Wastewater System completed on 12/10/20. Repairs completed and re-inspected on 1/15/21. Inspection fee of \$100.00 and Re-inspection fee of \$75.00 have not been paid by the property owner. Tried reaching property owner by telephone but no response.	Referred to Counsel for collection.	4/29/2021		TBD
Property Maintenance Code Violations						
Kilner - Unsafe structure	Craig Cox	Judgment granted on 9.16.2021. Property enjoined from violating Property Maintenance Code.	90 days to come into compliance.	8/18/2016		12/16/2021
21-0025 US Bank National Association - Dangerous Structure	Darrin Hobbs	Notification Letter mailed.	Will conduct another site inspection.	4/27/2021		11/15/2021
Hermesch - Unsafe structure	Clancy Holeman	Counselor met with P&D staff for Property Maintenance Code application. Photos of property taken.	Counsel put property in 2018 tax case for 2014 & 2015 delinquent taxes.	11/24/2015		TBD
Zoning Violations						
21-0024 Flores - Filling floodway without permits	Darrin Hobbs	Notification Letter mailed.	ABATED Steve closed it on 9/17/2021	4/20/2021		9/17/2021
20-0065 Caley - City of Riley illegal fill in a floodplain	Darrin Hobbs	Property owner has applied for DWR permit.	ABATED - DWR approved permit 7/20/2021.	12/2/2020		10/31/2021
Doyle - Illegal mobile home storage (Mobile Gardens) Violation #10-0050	Craig Cox	Staff met with Charlotte Doyle on 8.31.2021.	Replat property and comply with zoning regulations.	12/17/2010	4/17/2012	11/30/2021
Doyle - Illegal salvage at residence Violation #05-0007	Craig Cox	Counsel and staff conducted site visits on 6/25/18 and 7/20/18. Mr. Doyle removed 600 tires and 3 mobile homes. March 19, 2021 conference with Mr. Doyle. He agreed to remove vehicles from the property. Set site visit for May 4, 2021. Mr. Doyle has moved about 90% of the tires and multiple vehicles to a staging area across from his residence for a salvage company to pick up, and will continue with this method. Next site visit 08/11/2021. Staff met with Charlotte Doyle on 08/31/2021.	Continue removing cars from property.	4/15/2013	5/1/2014	1/30/2022
Zeller/Thomas - Illegal sign	Craig Cox	Owner has limited signage to MHK Airport (governmental entity).	Counsel to schedule meeting with staff to discuss case status.	12/1/2011	9/27/2012	12/30/2021
Kilner - Unsafe structure	Craig Cox	Judgment granted on 9.16.2021. Property enjoined from violating Property Maintenance Code.	90 days to come into compliance.	8/18/2016		12/16/2021

Attachment: 11 - November staff Update (11234 : Staff Update)

Projects	Staff		Status	Task	Start Date	Request to Prosecute	Deadline
20-0063 - Satterlee: Inoperable vehicles and campers	Darrin Hobbs		Determined to be a violation. Notification letter sent. The Notification letter was resent by me for a fresh start to make contact with the property owner. Contacted property owner on what still needs to be removed and provided an aerial map.	Monitor progress.	9/27/2021		11/30/2021
20-0077 - Scott - Illegal salvage operation in residential zoning	Darrin Hobbs		Inspection completed and sent notification letter to property owner. Met with property owner on site and will be removing some items by 3/1/2021.	Monitor progress.	12/8/2020		11/30/2021
21-0053 Myers - building without a permit	Darrin Hobbs		Inspection completed, Notification Letter and Violation Notice sent. Applications received and processed. Bob and Darrin visited with property owner on 10/27/21 to confirm a Certificate of Survey would need to be done to confirm if the "well house" is located in the building setback. Property owner indicated he wanted to seek legal counsel.	Await response from property owner.	7/14/2021		11/15/2021
20-0079 Miller - Illegal auto repair and salvage operation 1382 Pillsbury Dr	Darrin Hobbs		Inspection completed and sent notification letter to property owner. Property owner is making progress but no contact. Staff met with property owner and agreed to provide a plan to abate violations by 1/29/2021. Final notice of violation sent to property owner. Sent violation, final notice, property owner met with staff and agreed to provide a plan to abate the violation. No response or plan received.	Send request to prosecute to Deputy County Counselor.	12/8/2020		11/15/2021
20-0087 Miller - Illegal auto repair and salvage operation 1420 Pillsbury Dr	Darrin Hobbs		Inspection completed and sent notification letter to property owner. Property owner is making progress but no contact. Staff met with property owner and agreed to provide a plan to abate violations by 1/29/2021. Final notice of violation sent to property owner. Sent violation, final notice, property owner met with staff and agreed to provide a plan to abate the violation. No response or plan received.	Send request to prosecute to Deputy County Counselor.	12/21/2020		11/15/2021
20-0090 Fishgill LLC - Illegal auto repair and salvage operation	Darrin Hobbs		Inspection completed and sent notification letter to property owner. Property owner wants an extension to remove tenant. Vehicles being removed. Sent notice of violation. No response.	Complete follow up inspection.	12/22/2020		11/12/2021
L21MHP-0004 TDJ Stables	Darrin Hobbs	Craig Cox	Renewal applications and fees received. License can't be issued until property is compliance sanitary code.	Counsel to schedule staff meeting with Mr. Jones to discuss resolution.	11/20/2020		12/30/2021
21-0019 Britt - non compliance in flood hazard area/floodway	Craig Cox		Temporary Agreed Injunction filed with the Court. Review dates: July 15-DWS, August 15-No Rise, September 15-Riley County permit, November 1-Remove trees.	Court case 11/10/2021	4/6/2021		11/10/2021
Sanitary Code Violations							
TDJ Stables - illegal repair	Perry Piper	Craig Cox	Property owner applied for repair permit and made repairs himself and is not a licensed installer.	Counsel to schedule staff meeting with Mr. Jones to discuss resolution.	4/7/2020		11/30/2021
21-0022 Goss/Masterson - undersized lagoon	Perry Piper	Craig Cox	Violation determined.	Counsel to send letter.	4/14/2021		11/30/2021
21-0038 Worrell - Sanitation Violation	Perry Piper	Craig Cox	Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received.	Met with Mrs. Worrel, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Legal to send letter giving them timeline to replace lateral field.	6/23/2021		11/30/2021
21-0048 Wurtz - lagoon fencing requirement not completed	Perry Piper	Craig Cox	Violation letter sent to property owner. Counsel sent a letter to property owner.	Fencing deadline 8/31/2021 and seeding deadline 9/30/2021. No trespassing sign placed at entrance. Legal to do Emergency Order.	7/9/2021		11/30/2021

Attachment: 11 - November staff Update (11234 : Staff Update)



NOXIOUS WEED/HHW
Staff Update

Michael Boller
Noxious Weed Director
6245 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-539-3202

STAFF REPORT

FROM: Riley Co Noxious Weed Director Michael Boller

MEETING: November 8, 2021

SUBJECT: Riley County Noxious Weed Staff Update

PRESENTER: Riley Co Noxious Weed Director Michael Boller

Enclosures:

- 11-4-21 Staff Report (DOC)

Riley County Noxious Weed/HHW Department
Michael Boller, Director
November 4, 2021

Staff Report

Noxious Weed/Mowing:

- Fall spraying for musk thistle and field bindweed is completed.
- Spraying Sericea Lespedeza on county roads and KDOT has been completed.
- The final mowing of the year is underway and over 60% complete. The third round will include at least two passes deep which usually results in a mowed area to the fence line. This helps to assist with brush control and snow drift. Goal is to have it completed by end of November which is would be ahead of normal schedule. Much of this month will be dedicated to mowing.
- Sprayers and spray rentals are in the process of being winterized.
- Kansas Department of Ag inspected our facility on September 30th. This was an inspection for our herbicide sales and license and looked at items like data logs and label compliance. We were in compliance with no issues noted.
- Received notice from Ford Motor Co that our F550 that was ordered in May has a possible delivery date in December.

HHW:

- The Riley County HHW collection trailer will be at Howie's Recycling on November 13, 2021. No business waste or truck loads of material will be accepted at this event.
- The Riley County HHW Facility has recycled latex paint to give away. We have one gallon and five gallon containers available. Our office is open Monday – Friday from 7:30am to 4:00pm for assistance.
- Annual HHW 24 hour training was conducted the last week of September. A training tour occurred at Riley Co HHW on September 30th. Recent hire John Reves was a student for the training and is now certified and meets the state requirement for processing HHW material.

Other:

- Set up of voting machines on November 1st and pick up on November 3rd went smooth without any issues.



PUBLIC WORKS
Funding

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: November 8, 2021

SUBJECT: Request to write off Account Receivable.

PRESENTER: John Ellermann

BACKGROUND

In 2019 A-1 trash Services, Inc. had an unpaid balance of \$3,247.60 and was sent to collections for payment. CBK, Inc., the collection company, collected the balance and charged 30% (\$974.29) for their services.

DISCUSSION

Discussion of writing off of uncollected amount of \$974.29.

FISCAL IMPACT

Fiscal impact is \$974.29 as uncollected revenue from the Solid Waste budget.

RECOMMENDATION(S)

It is recommended to write-off the \$974.29 from Solid Waste

POSSIBLE MOTION(S)

Move to approve the amount of \$974.29 be written-off from the account receivable for Solid Waste.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- TS Writeoff (PDF)



6215 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-539-2981
Fax: 785-565-6286

Request to Write Off Account Receivables

The Public Works Department requests the following account receivables be written-off as uncollectable amount for **Solid Waste**. We have made every effort available to collect these debts. Balance due to Collection account charges for collections.

Service ID # RC-10354
Account Name A-1 Trash Services, Inc.
Service Address 1727 Cedar Crest

1) Beginning Balance	\$3,247.60
2) Total Receivables Collected	(\$2,273.31)
3) Requested Write-Off	= \$974.29

I hereby certify the information presented above is correct.



Department Head

10-28-2021

Date

Approved by Board of Riley County Commissioners

John Ford, Chairman

Date

Attachment: TS Writeoff (11227 : Request to write off Account Receivable)

Attachment: TS Writeoff : Request to write off Account Recievable (le)

Acct Ref No:	Date:	Description:	Type:	Debit:	Credit:	Bal Due Cl:	Bal Due CBK 30%
361156-1-1	09/18/2019	Principal	Charge	3247.60			
361156-1-1	10/30/2020	Principal	Payment		195.82	137.07	58.75
361156-1-1	11/03/2020	Principal	Payment		239.27	167.49	71.78
361156-1-1	11/18/2020	Principal	Payment		483.52	338.46	145.06
361156-1-1	12/03/2020	Principal	Payment		2328.99	1630.29	698.7
History Balance Due				3247.60	3247.60	2273.31	974.29

Per Darcy @ CBK 10/28/21

Pmt.
A1
madeck
Rxd1
res
Retained
by
CBK



PUBLIC WORKS
Auction

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: November 8, 2021

SUBJECT: 2019 Equipment & Vehicle Internet Auction

PRESENTER: John Ellermann, Public Works Director

BACKGROUND

Periodically the county conducts a public auction to dispose of excess County property. We currently have vehicles and equipment stored at the Public Works facility that are no longer usable by Riley County. All items have been inventoried and are ready to sell. We would like to request permission to move forward with the 2021 Equipment & Vehicle Internet Auction. Attached is a preliminary list of the vehicles and equipment for sale.

DISCUSSION

If approved all items will be auctioned by "Internet Only". The equipment will be sold on-line and can be viewed at the Riley County Public Works facility located at 6215 Tuttle Creek Blvd. in Manhattan, Kansas.

Purple Wave, Inc. is currently contracted to conduct sales for the State of Kansas. All normal procedures will be followed in accordance with the statutory requirements for the sale of surplus County property as adopted in Riley County Commission RESOLUTION NO. 011107-03.

The notice of intent to sell excess personal property will be published in the legal notice section of the "The Manhattan Mercury" and the "The Riley Countian" newspapers according to the statutes outlined.

FISCAL IMPACT

There are no costs to Riley County for contracting with Purple Wave to conduct this auction. Buyers will pay a 10% premium to Purple Wave to cover auction costs.

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)

Staff recommends the Commission authorize the Public Works Department to begin the process of disposing of the surplus property by public auction and to enter into a contract with Purple Wave.

POSSIBLE MOTION(S)

Move to authorize staff to move forward and to authorize Public Works to contract with Purple Wave, Inc, of Manhattan, Kansas to conduct an "Internet Only" auction to sell surplus vehicles and equipment and to begin the process to dispose of surplus property.

Enclosures:

- 2021 Internet Auction Equipment List (PDF)

2021 Internet Auction Equipment List

Unit Year Equipment Description

570 – 1993 Hyster Fork Lift, VIN D177B02647P – Age (Replacement not in yet) Will not sale till replaced
 304 – 2008 Power Broom, VIN 808792 – Weak Hydraulics , Age (Wrecked Replacement)
 305 – 2008 Steel Wheel Roller, VIN H1720592 Not Used Enough
 522 – 1994 2 Axle Car Trailer, VIN 1F9FS1629R1072733 Not Used Enough
 521 – 1995 Belly Dump Trailer, VIN 1B4B4023XS1119589 Not Used Enough
 021 – 2005 Taurus, VIN 1FAFP53215A311511 Age & Extra Unit
 013 – 1997 ¾ Ton Pickup, VIN 1GCGK29R3VE136476 Age & Rust
 302 – 1996 Rubber Tire Roller, VIN A222C1502T Age
 536 – 2008 Drop Deck Trailer, VIN 1TKJ051399M077006 Age and Design
 085 – 2010 Dump Truck, VIN 1NKDLU0X3AJ262800 Age, Rust, Dependability.- With Snow Plow and Spreader
 1802 – 2005 ¼ Ton Colorado, VIN 1GCDT196658270459 Age Dependability
 1589 – 2007 Drop Deck Trailer, VIN 40FSK533771025923 Not Used
 1540 – 1994 Semi Tractor, 2HSFHAER2RC093262 Not Used
 1536 – 1968 Chevy C-50, VIN CE538J128076 Age & Not Used
 2 – Old Fiberglass H2O Tanks from County Fire



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: John Ellermann, Public Works Director

MEETING: November 8, 2021

SUBJECT: Lakeside heights Benefit District Supplemental Agreement

PRESENTER: John Ellermann

BACKGROUND

The contract between Riley County and SMH Consultants was signed in May of 2020. Plans have been developed, submitted and approved by KDHE. USDA was given the plans and bid specifications for their review. USDA has requested some changes be made to the format and additions be made to the project. These items will take more time by SMH.

DISCUSSION

SMH has presented a supplemental agreement for \$2,720.00 to cover the extra expenses to SMH for the formatting and additions to the project.

FISCAL IMPACT

Fiscal impact is \$2,720.00 from money borrowed for the Lakeside Heights Benefit District expansion.

RECOMMENDATION(S)

It is recommended to approve and sign the supplemental agreement.

POSSIBLE MOTION(S)

Move to approve the supplemental agreement with SMH Consultants for \$2,720.00.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Engineering Contract - Supplemental Agreement (PDF)

SUPPLEMENTAL AGREEMENT NO. 1 FOR PROFESSIONAL ENGINEERING SERVICES

This Supplemental Agreement dated October 1, 2021, to our Consulting Services Agreement for the Lakeside Heights Sewer Extension, dated August 7, 2017, by and between Riley County, Kansas, a municipal corporation (hereinafter "City"), and SMH Consultants, a Professional Corporation, (hereinafter "Consultant").

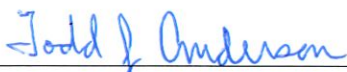
WHEREAS, the **Lakeside Heights Sewer Extension** project is funded by a United States Department of Agriculture – Rural Development (USDA-RD) loan and this funding source was secured after the scope and fee were developed and defined in the original Agreement. USDA-RD requires the inclusion and display of a public project sign during construction, and that the construction contract documents be of a specific type/format, namely that the Engineers Joint Contract Documents Committee (EJCDC) be followed.

ARTICLE I COMPENSATION

The Consultant agrees to revise the contract documents to meet the now known USDA-RD requirements for the lump sum fee of \$2720. All other provisions of the original Agreement dated August 7, 2017, shall remain in effect.

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

CONSULTANT:



Todd J. Anderson, Vice President

RILEY COUNTY:

Name

Title

Attachment: Engineering Contract - Supplemental Agreement (11231 : Lakeside Heights Benefit District Supplemental Agreement)



PUBLIC WORKS
Project Update

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

MEMORANDUM

FROM: John Ellermann, Public Works Director

MEETING: November 8, 2021

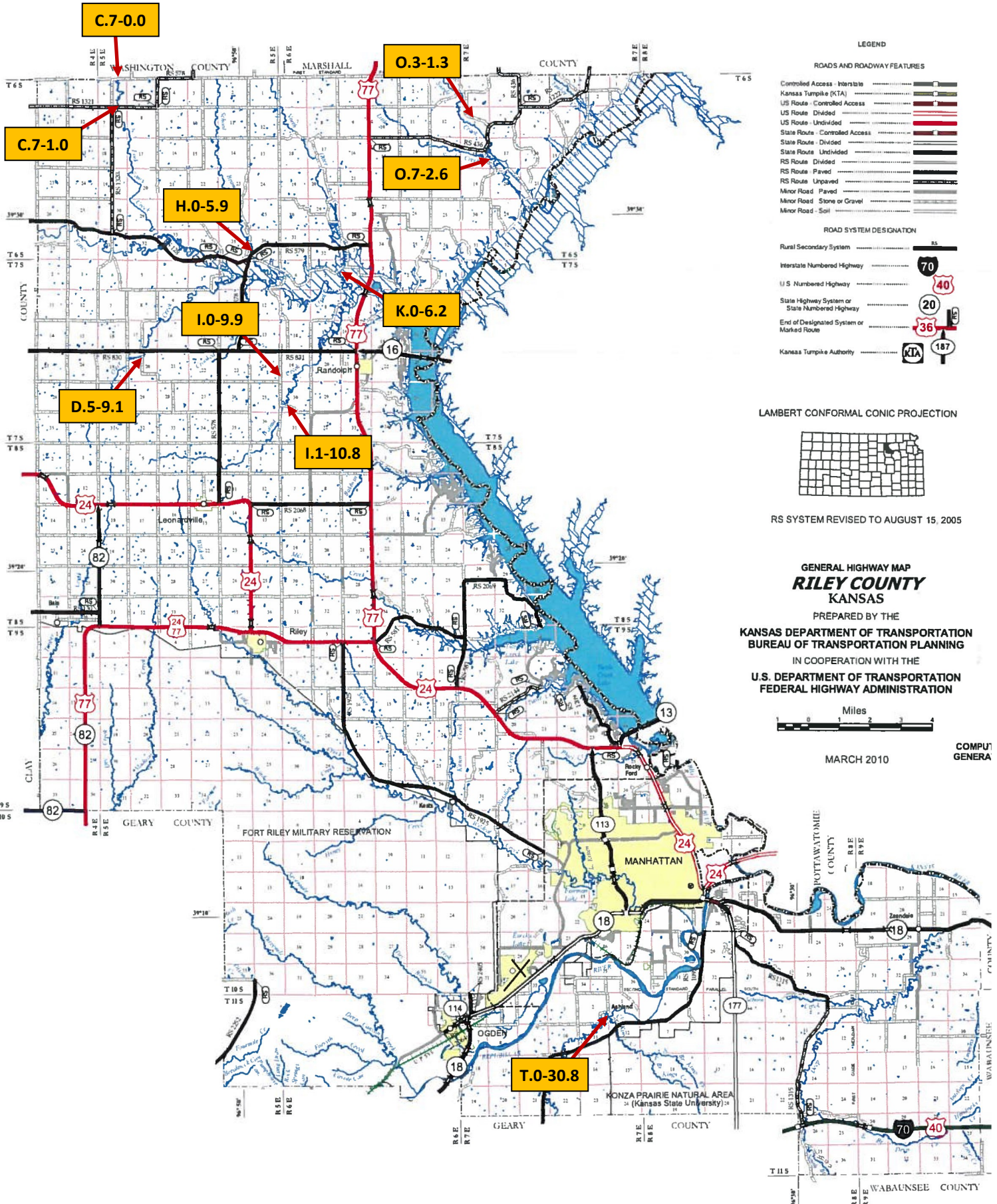
SUBJECT: Public Works Project Update

PRESENTER: John Ellermann

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

Enclosures:

- Location Map (PDF)
- 110921 Project Update (PDF)



Attachment: Location Map (11238 : Public Works Project Update)

Project Update

Public Works Department

11/09/2021

Lakeside Heights Sewer/Water District

- Plans have been approved by KDHE
- Hook-up agreements from users are completed
- Finalizing plans and specifications for USDA .

Keats Sewer District

- Preliminary Engineer Report – BG Consultants
- BOCC granted use of ARPA funds
- [Working on Environmental Review and Preliminary Engineering Report \(by December\)](#)

Kitten Creek Culvert Replacement (N.5-22.5)

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

Rose Hill Rd. Bridge (O.7-2.6)

- Approximately ¼ mi. S. of Swede Creek Rd.
- KDOT Off-System Bridge Program (80/20 grant for construction)
- BG Consultant
- [Ebert Construction started project November 1, 2021. 90 Working Days](#)
- [Road closed and structure has been removed](#)

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

- Approximately ¼ mi. N. of McDowell Creek Rd.
- Alfred Benesch & Co.
- Final plans complete, r/w acquisition complete and utility relocation
- Bids Opened September 2nd – King apparent low bidder
- January 2022 early start date

Winkler Mills Bridge (H.0-5.9)

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

Fancy Creek Bridge (K.0-6.2)

- Approximately 1.25 mi. W. of Tuttle Creek Blvd.
- Schwab-Eaton

- Field check held February 2, 2021
- Considered Historic by State Historic Preservation Office
- Special considerations for old bridge.

South Otter Bridge (D.5-9.1)

- Approximately 0.1 mi. S. of Green-Randolph Rd.
- Schwab-Eaton
- Contract awarded to Ebert Construction.
- Estimated start date March 2022

Senn Rd Bridge (I.1-10.8)

- BG Consultants
- Approximately 0.1 mi. E. of Union Rd.
- Ebert Construction started first week of October 2021. 90 Working Days
- Place superstructure Wednesday, November 10th.

Parallel Rd. Culvert (C.7-0.0)

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

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

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

Union Rd Culvert (I.0-0.9)

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

Wildcat Creek Park Bridge

- Benesch Design
- County Bridge Crew will build
- DWR Permit approved
- State Preservation Office approved the removal of old structure.
- Working on steel bids and pile driving quotes.

Parks:

- Normal park maintenance activities
- Preparing parks and equipment for winter.
- Landscaping around Courthouse

- Fertilizing and aerating

Operations:

- Preparing equipment for winter
- Shouldering various roads
- Surplus Auction
- Crack fill various roads
- Various guardrail repairs

Miscellaneous

- EMS Headquarters Station RFQ's

1	Anderson Knight	2505 Anderson Ave, Ste 201 Manhattan, KS 66502
2	Architect One	103 S 4th St Manhattan, KS 66502
3	BBN Architects	228 Poyntz Avenue Manhattan, KS 66502
4	BG Consultants	4806 Vue Du Lac Place Manhattan, KS 66503
5	Bruce McMillian	555 Poyntz Ave, #295 Manhattan, KS 66502
6	Archimages	143 W. Clinton Place St. Louis, MO 63122
7	Finkle Williams Architecture	8787 Renner Blvd Ste 100 Lenexa, KS 66219
8	GLMV Architecture	1525 E Douglas Ave Wichita, KS 67211



PLANNING & DEVELOPMENT
Agreement

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

COMMISSION AGENDA REPORT

FROM: Amanda Smeller, Planning Director

MEETING: November 8, 2021

SUBJECT: Authorize Chairman to sign agreement creating restrictive covenants at 9521 Lakeshore Drive

PRESENTER: Amanda Smeller, Planning Director

BACKGROUND/DISCUSSION

The home at 9521 Lakeshore Drive, owned by Karen and John Smothers, was constructed in 1963. The front yard contains a septic tank 5' from a rural water supply line and a failed lateral field within the US Army Corps of Engineers 1140 flowage easement. The Smothers own two additional parcels west of 9521 Lakeshore Drive which can support a raised bed alternative system for wastewater treatment. In addition, a new septic tank with pump tank will be installed outside of the 1140 flowage easement and more than 70' from the water supply line. An easement is necessary to cross their property lines.

Please see the attached proposed agreement for full terms.

FISCAL IMPACT:

Signing this agreement does not cause any fiscal impact to the County.

RECOMMENDATION:

Staff recommends the chairman sign the attached Agreement Creating Restrictive Covenants for 9521 Lakeshore Drive.

POSSIBLE MOTION(S)

Move to approve the chairman signing the Agreement Creating Restrictive Covenants for 9521 Lakeshore Drive.

Enclosures:

- Smothers covenant (PDF)

AGREEMENT CREATING RESTRICTIVE COVENANTS

This agreement is entered into on the _____ day of _____, 2021, by and between John A. Smothers and Karen L. Smothers of 9521 Lakeshore Drive, Manhattan, Kansas, referred to as Owner, and the Board of County Commissioners of Riley County, Kansas, referred to as County.

THE UNDERSIGNED PARTIES TO THIS AGREEMENT RECITE AND DECLARE:

SECTION ONE - DESCRIPTION

The following is a description of the property of the Owner which is embraced within the terms and provisions of this covenant: Lots 92, 93 and 94, Blue River Hills No. 1, an addition in Riley County, Kansas.

SECTION TWO - CONSIDERATION

- A. Owner desires and intends to use the property described in SECTION ONE to repair the current septic system by installing a new lateral field that crosses lot lines and uses the area of lots 93 and 94.
- B. County agrees and ensures: it will waive the requirements of the Sanitary Code, Chapter 2, Table I, to allow the owners new lateral field to cross lot lines.

SECTION THREE - COVENANTS AND RESTRICTIONS

The parties agree that the property described in SECTION ONE above is held and shall be conveyed subject to covenants and restrictions set forth as follows:

- A. Lots 92, 93 and 94 Blue River Hills No. 1 shall be sold and conveyed as a single unit addressed as 9521 Lakeshore Drive, Manhattan, Kansas ; and
- B. Shall be prohibited from being sold or conveyed as separate lots.

SECTION FOUR – DURATION

Each and all of the covenants and restrictions contained in this agreement shall be perpetual.

SECTION FIVE - COVENANTS RUN WITH LAND

All covenants and restrictions contained in this agreement shall run with the land and shall extend to and be binding on the heirs, assigns, legal representatives and successors of each party.

SECTION SIX - RELEASE OR MODIFICATION

Any release or modification of this agreement or additional obligation assumed by any party in connection with the agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

SECTION SEVEN - ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION EIGHT - ENFORCEMENT OF COVENANTS

If the parties to this agreement, or their heirs, assigns, legal representatives or successors shall violate or attempt to violate any of the covenants or restrictions set forth in this agreement, it shall be lawful for any party, their heirs, assigns, legal representatives or successors to prosecute any proceedings at law or in equity against such person, persons or party to prevent them from so doing or to recover damages or other relief for the violation.

SECTION NINE - GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Kansas.

SECTION TEN - PARTIAL INVALIDITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by the parties subsequent to the expungement of the invalid provision.

SECTION ELEVEN - ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

In witness whereof, the Owner and County, respectively, have caused this agreement to be duly executed, the day and year first herein written; all copies of which, to all intents and purposes, shall be considered the original.

ENTERED INTO this agreement on the ____ day of _____, 2021.

GRANTOR:

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

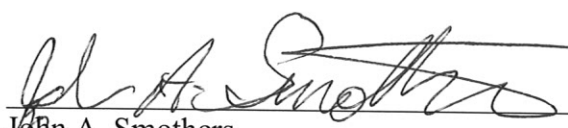
John Ford, Chair

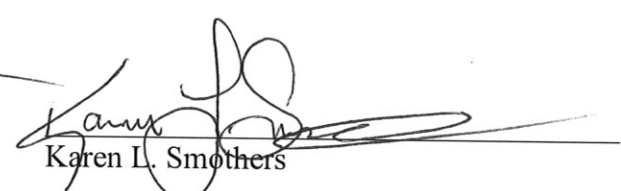
ATTEST:

(seal)

Rich Vargo, Riley County Clerk

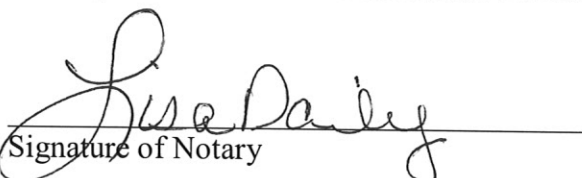
GRANTEE ACKNOWLEDGEMENT

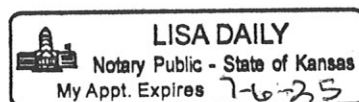

John A. Smothers


Karen L. Smothers

STATE OF KANSAS
COUNTY OF RILEY, ss

The foregoing instrument was acknowledged before me on the 25th day of October, 2021 by John A. Smothers and Karen L. Smothers


Signature of Notary



My appointment Expires: 7-6-2025

Attachment: Smothers covenant (11221 : Agreement creating restrictive covenants at 9521 Lakeshore Drive)



PLANNING & DEVELOPMENT
Agreement

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

COMMISSION AGENDA REPORT

FROM: Amanda Smeller, Planning Director

MEETING: November 8, 2021

SUBJECT: Authorize Chairman to sign agreement creating restrictive covenants at 9280 Barton Road

PRESENTER: Amanda Smeller, Planning Director

BACKGROUND/DISCUSSION

Rhonda and Tim Wege had a home at 9280 Barton Road that burned down. The septic system was inspected when a building permit for a new home was submitted. This inspection revealed the old lateral field was silted in and a new lateral field was required. There is no space on 9280 Barton Road to support a new lateral field, but there is room on a neighboring property to the east that the Weges own. An easement is necessary since the sewer will cross their property line.

Please see the attached proposed agreement for full terms.

FISCAL IMPACT:

Signing this agreement does not cause any fiscal impact to the County.

RECOMMENDATION:

Staff recommends the chairman sign the attached Agreement Creating Restrictive Covenants for 9280 Barton Road.

POSSIBLE MOTION(S)

Move to approve the chairman signing the Agreement Creating Restrictive Covenants for 9280 Barton Road.

Enclosures:

- Wege covenant (PDF)

AGREEMENT CREATING RESTRICTIVE COVENANTS

This agreement is entered into on the _____ day of _____, 2021, by and between Rhonda K. Wege and Timothy L. Wege, Trustees of the Rhonda K. Wege Trust dated April 17, 1996 of 9280 Barton Road, Leonardville, Kansas, referred to as Owner, and the Board of County Commissioners of Riley County, Kansas, referred to as County.

THE UNDERSIGNED PARTIES TO THIS AGREEMENT RECITE AND DECLARE:

SECTION ONE - DESCRIPTION

The following is a description of the property of the Owner which is embraced within the terms and provisions of this covenant: See Exhibit A.

SECTION TWO - CONSIDERATION

- A. Owner desires and intends to use the property described in SECTION ONE to repair the current septic system by installing a new lateral field that crosses a parcel line and uses the area of the parcels described in Exhibit A.
- B. County agrees and ensures: it will waive the requirements of the Sanitary Code, Chapter 2, Table I, to allow the owners new lateral field to cross a parcel line.

SECTION THREE - COVENANTS AND RESTRICTIONS

The parties agree that the property described in SECTION ONE above is held and shall be conveyed subject to covenants and restrictions set forth as follows:

- A. The parcels described in Exhibit A shall be sold and conveyed as a single unit addressed as 9280 Barton Road, Leonardville, Kansas; and
- B. Shall be prohibited from being sold or conveyed as separate parcels.

SECTION FOUR – DURATION

Each and all of the covenants and restrictions contained in this agreement shall be perpetual.

SECTION FIVE - COVENANTS RUN WITH LAND

All covenants and restrictions contained in this agreement shall run with the land and shall extend to and be binding on the heirs, assigns, legal representatives and successors of each party.

SECTION SIX - RELEASE OR MODIFICATION

Any release or modification of this agreement or additional obligation assumed by any party in connection with the agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

SECTION SEVEN - ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION EIGHT - ENFORCEMENT OF COVENANTS

If the parties to this agreement, or their heirs, assigns, legal representatives or successors shall violate or attempt to violate any of the covenants or restrictions set forth in this agreement, it shall be lawful for any party, their heirs, assigns, legal representatives or successors to prosecute any proceedings at law or in equity against such person, persons or party to prevent them from so doing or to recover damages or other relief for the violation.

SECTION NINE - GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Kansas.

SECTION TEN - PARTIAL INVALIDITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by the parties subsequent to the expungement of the invalid provision.

SECTION ELEVEN - ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

In witness whereof, the Owner and County, respectively, have caused this agreement to be duly executed, the day and year first herein written; all copies of which, to all intents and purposes, shall be considered the original.

ENTERED INTO this agreement on the ____ day of _____, 2021.

GRANTOR:

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

John Ford, Chair

ATTEST:

(seal)

Rich Vargo, Riley County Clerk

GRANTEE ACKNOWLEDGEMENT

Rhonda K. Wege, Trustee

Rhonda K. Wege Trust dated April 17, 1996

Timothy L. Wege, Trustee

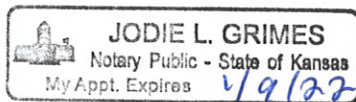
Rhonda K. Wege Trust dated April 17, 1996

STATE OF KANSAS
COUNTY OF RILEY, ss

The foregoing instrument was acknowledged before me on the 21st day of October, 2021 by Rhonda K. Wege and Timothy L. Wege, Trustees of the Rhonda K. Wege Trust dated April 17, 1996.

Signature of Notary

My appointment Expires: January 9th 2022



Parcel 4:

A tract of land located in the Southeast Quarter of Section 9, Township 8 South, Range 6 East of the 6th P.M., in Riley County, Kansas, more particularly described as follows: Beginning at a point on the north right of way line of a County road, said point being 478.28 feet S. 89°20'23" W. and 20.0 feet N. 0°39'37" W. from the southeast corner of said Section 9; thence N. 0°20'57" E. 141.15 feet, thence N. 79°13'27" W. 109.16 feet; thence S. 67°33'58" W. 164.78 feet; thence S. 1°49'46" E. 101.66 feet to the north right of way line of said County road; thence N. 89°12'23" E. 255.46 feet along the north right of way line of said County road to the point of beginning, containing 0.83 acres, more or less.

Parcel 5.01

A tract of land located in the Southeast Quarter (SE¼) of Section 9, Township 8 South, Range 6 East of the 6th P.M., In Riley County, Kansas, more particularly described as follows: Beginning at a point on the North right of way line of a County road, said point being 478.28 feet South 89°20'23" West and 20.0 feet North 00°39'37" West from the Southeast corner of said Section 9; thence North 00°20'67" East 141.15 feet; thence North 79°13'27" West 109.16 feet; thence South 67°33'58" West 164.78 feet; thence South 01°49'46" East 101.66 feet to the North right of way line of said County road; thence South 89°20'23" West 158.51 feet along the North right of way line of said County road; thence North 60°21'10" East 338.56 feet; thence South 82°02'00" East 480.00 feet to the West right of way line of State Highway K-177; thence South 00°48'30" East 95.40 feet along the West right of way line of said State Highway K-177; thence South 75°60'13" West 195.28 feet along the West right of way line of said State Highway K-177 to the North right of way line of said County road; thence South 89°20'23" West 134.13 feet along the North right of way line of said County road to the point of beginning, containing 1.84 acres, more or less; Subject to easements and rights of way of record;

EXHIBIT A



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Staff Update

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

COMMISSION AGENDA REPORT

FROM: Jana Chingway, Senior Legal Assistant

MEETING: November 8, 2021

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman, Riley County Counselor

Enclosures:

- Final Commission List 11.08.2021 (DOC)

PENDING COUNTY PROJECTS • Beginning October 28, 2021 and through November 3, 2021

Submitted by Clancy Holeman, Riley County Counselor

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

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

COMMISSION LIST

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

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

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

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

County Counselors Association of Kansas: Assist with organization of the semi-annual CLE our statewide professional association will present to its members during the October 19, 2021 KAC annual meeting. Discuss with scheduled CLE presenter local experience on specific state statute related to soil investigation. (9-28-21) Assist with

presentation of CLE to County Counselor's Association of Kansas during KAC annual meeting. Accept award as outgoing CCAK president (effective 1-1-22). Accept "Ed Randels" award for service to CCAK. (10-19-21)

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

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

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

White Canyon Benefit District: White Canyon benefit district's residents' request, made during this date's public commission meeting, asking whether Riley County willing to supplement the cost of the benefit district's proposed private road improvement project. No dollar figure provided by benefit district residents. County staff instructed to provide BOCC at upcoming meeting most recent Riley County Public Works' "estimate" of "northern route" as an option to current benefit district project proposed. (8-30-21)

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

Riley County Employee Day: Intermittent work on employee day: Discussions with potential lunch ½ hour vendors; discussion with planning committee, with keynote speaker and Elizabeth Ward, H.R. Manager. (9-16-21; 9-17-21) Contact moderator for morning virtual sessions offering potential meeting for Monday, September 27, 2021, with Elizabeth Ward and this office to answer any Employee Day questions. (9-24-21) Meet with prospective

food truck vendor at Riley County Health Department. (9-27-21) (Agreements signed with 2 vendors—arrange to meet final vendor Saturday morning for signature of contract.) (10-1-21) Agreement signed Saturday, October 2, 2021 with final of the 3 vendors. Pick up tickets from 2 vendors representing meals served to employees during Employee Day (10-12-21; Third vendor hand-delivers tickets to this office (10-13-21); conduct final ticket count; submit information on ticket count with payment due vendors to Budget and Finance Officer and email each vendor same information. (10-15-21) Review with HR and Training Committee on outcomes from Employee Day. (10-25-21)

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

Human Resources: Finalize contract with East Coast Risk Management and place on 10-4-21 agenda for BOCC review and approval. Company will consolidate current Personnel Policies and Guidelines with separate resolutions amending those policies over the past years. (10-1-21) Contract with East Coast Risk Management approved by BOCC. (10-4-21)

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

Department Head Committee: Attend meeting regarding possible “Code of Conduct” required for state grant supporting businesses. (9-29-21) Obtain BOCC approval of “Code of Conduct.”

Indigent Defense Panel: Discuss at staff level potential 2022 contract. (9-21-21) Separate issue: Discuss with county and District Court staff coding of interpreter expense. (9-21-21)

Rural Economic Development Advisory Board: Discuss with staff. (9-21-21) Staff discussion scheduled for 10-1-21.

DEPARTMENTAL LIST

Riley County Register of Deeds: Provide legal advice. Conversation with ROD (8-2021). Conversation about county termination of contract. (9-22-21) Discussion with other party to contract. I can confirm contract will terminate as required by County. (9-22-21)

Riley County Museum: Provide legal advice.

Riley County Human Resources: Provide requested legal advice on multiple issues related to pandemic; zoom meeting on federal contract requirement. Work on separate project involving proposed vendor and personnel policies. (9-22-21). Review legal parameters of “long-COVID” disability as viewed by the Equal Opportunity Commission; information provided by H.R. (9-24-21)

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

Riley County Planning & Development: Provide legal advice on 2 projects. Advise P & D Director on development of “Code of Conduct” necessary for grant close-out. (9-29-21) Discuss with P & D and H.R. departments “Code of Conduct” Commission Agenda Report to be presented by P & D 10-7-21. (10-4-21; 10-5-21) Discuss separate regulatory issue with P& D. (10-5-21)

Riley County Emergency Management: Provide legal advice on 1 project.

Riley County Health Department: Provide legal advice on projects. Zoom meeting with Julie Gibbs and Debbie Nuss regarding request from Flint Hills Wellness Coalition to place walk-in cooler/freezer on grounds of Family and Child Resource Center. Draw and submit Commission Agenda Report reflecting request—scheduled for 9-30-21 BOCC meeting. (9-28-21) Obtain BOCC approval of Flint Hills Wellness Coalition agreement in principle, presented at 9-30-21 public meeting, for future license agreement and pouring of concrete as base for outdoor

“walk-in cooler/freezer at RCHD’s Family and Child Resource Center. (9-30-21) Finalize and place on BOCC agenda for 10-14-21 license agreement with FHWC. (10-5-21) Present to and obtain approval from BOCC license agreement with FHWC. (10-14-21) Discuss concept of assistance from Envisage Consulting, Inc., for Community Health Improvement Plan. (10-21-21) Review vaccination matter. (10-27-21)

Riley County Information Technology/GIS: Request for estimate (submitted to this office 8-20-21). Discuss technology issue with I.T. interim director. (10-21-21)

Riley County Ambulance Service: Will provide legal advice. (8-20-21)

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

Riley County Clerk: Advise on .02 countywide retailers’ sales tax election project (8-24-21). Legal research on project involving sign. (9-20-21) On same issue discussion with Planning and Development staff. (9-21-21) Work with county staff and PIO on separate project involving potential vendor of software. Contact potential vendor. (9-20-21)

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

Riley County Community Corrections: Discuss with Director Shelly Williams potential contract with Clay County Sheriff’s Office for testing of Community Corrections’ clients. (10-26-21)



MUSEUM
Staff Update

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

STAFF REPORT

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

MEETING: November 8, 2021

SUBJECT: Riley County Historical Museum Staff Update

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

The Riley County Historical Museum staff participated in the annual Kansas Museums Association Conference held in Lawrence, Kansas this past week. Our staff attended sessions that focused on professional development in the museum field and made important connections with regional and national museum professionals, which we believe will be helpful in the future. KMA is the primary Kansas museum organization with representation from museums in every county in Kansas.

Staff attended the preconference workshop “Silver Cleaning” with Conservator Paul Benson. Benson is recently retired from the Nelson Atkins Art Museum in Kansas City. We also had the opportunity to participate in a behind the scenes tour of the University of Kansas Libraries Conservation Lab and Spencer Research Library.

The conference offered over twenty educational sessions and three keynote speakers (Chris Reich, Chief Administrator of the Institute of Museum and Library Services in Washington, D.C., Seth Spillman, with the National Cowboy Museum & Western Heritage Center in Oklahoma City, and C.J. Janovy, Journalist, Author, and Director of Content for KCUR in Kansas City, Missouri.)

Sessions included the following topics: museum leadership, branding, interpretation, disaster preparedness, special events management, research, collections cataloging, donor development, volunteer recruitment and retention, technology, and many more.

The Museum sincerely appreciates the opportunity to attend this conference annually to help staff stay current with museum best practices and standards in the field.

Enclosures:



COUNTY APPRAISER'S OFFICE
Staff Update

Greg McHenry
County Appraiser
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6310

STAFF REPORT

FROM: Greg McHenry, County Appraiser
MEETING: November 8, 2021
SUBJECT: County Appraiser's Office Report
PRESENTER: Greg McHenry, County Appraiser

APPRAISER'S OFFICE REPORT
BOCC

November 8th, 2021

APPRAISER'S OFFICE OVERVIEW:

- We're still analyzing the data collected from our apartment & commercial property income & expense surveys. So far though, it looks like our occupancy surveys for apartments revealed a continuation of last couple of year's trend of lower occupancy rates on the west side of Manhattan. Occupancy rates for the campus areas remained fairly steady, although many landlords/managers indicated the spring lease-up period continued to be longer and more competitive than past years. Rent concessions are also common in many areas.
- Our residential building cost studies showed a 10-12% increase in construction costs, based on cost surveys. Most of the increase was due to cost of construction materials. Commercial building cost studies showed a similar increase as well.
- We'll begin generating & testing preliminary 2022 property values in a few weeks. Our target date for mailing the 2022 Change of Value Notices is 2/16/2022.

- We will begin receiving our 2022 contracted appraisals within the next 30-45 days. Keller, Craig & Associates provides our office/retail capitalization study and appraisals of: Manhattan Town Center, Kansas Farm Bureau, Home Depot, Target, Hy-Vee and Manhattan Marketplace.
- BOTA granted our request for reconsideration of their earlier ruling in the 2018 Home Depot case. They heard oral arguments on August 26th. Both parties were given 4 hours to present evidence. Tim Keller, Steve Schurle, attorney Mike Montoya and myself attended on behalf of the County.
- We're continuing to take applications for the vacant Residential Appraiser II position. Unfortunately we've had few applicants so far. We'll keep the position posted in the meantime and seek a good candidate/fit for the job.
- My term as International Association of Assessing Officers (IAAO) is coming to a close at the end of the year. Much of the work will wrap up in November. It's been an honor & privilege to represent Riley County as President of IAAO. Riley County has a great reputation (worldwide) in our industry. That's all because of the long tradition of always striving to be the best at what we do, having a great team, and having your support. Thank you for the support & encouragement to be the best for the citizens we serve!
- We've had 1,358 real estate sales in 2021 through Oct 29th, with 1,207 of those being home sales. The median sale price for homes was \$205,000. The average sale price was \$227,446. In addition there have been 335 building permits in 2021 through Oct 29th. Our median residential sales ratio is currently 90%.
- We have several Board of Tax Appeals (BOTA) cases currently docketed for trial. Pending cases include: Central National Bank (2019, 2020), Genesis (2020, 2021), Hilton Garden Inn (2020), Holiday Inn-Campus (2021), Holiday Inn Express (2021), Home Depot (2020), Houston St Ballroom (2020, HyVee (2020), IHOP (2019), Icon (2020, 2021 3 parcels), Little Apple Honda/Toyota (2020), Manhattan Marketplace (2020), Midtown Plaza (2020), Parkwood Hotel (2020, 2021), Target (2020, 2021), Walgreens (Anderson Ave, 2020, 2021), Walgreens (Bluemont Ave, (2020, 2021), Westloop (2020, 2021).

Enclosures:



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

MEMORANDUM

FROM: David Adams, EMS/Ambulance Director

MEETING: November 8, 2021

SUBJECT: EMS Response Information Regarding North Riley County

PRESENTER: David Adams, EMS/Ambulance Director

Commissioners:

As part of the new building process for Emergency Medical Services, I was asked to provide more information on call volume, response times, and criticality of calls in the North County response area. Below is my summary of this data.

As a reminder, "North Riley County", as previously determined by Emergency Services is the area north of a line that extends east to west along W 59th avenue to where it intersects with 69th near Keats. The line then travels south to where 69th intersects with Anderson Avenue.

What I have for you today are 2 HEAT maps from 2020 and 2021 YTD (Larger, more clear maps will be provided at the meeting). Along with the maps, you have a legend that identifies the number of calls, the response times in 10 minute increments, as well as the average response time of all calls overall. In 2020, RCEMS responded to two hundred and forty (240) 911 calls for service in North Riley County and in 2021 through October, we have responded to two hundred and twenty seven (227) 911 calls with an overall average response time of 20.34 minutes.

Further, we looked at criticality of these calls. Criticality was determined by our response to the scene (i.e. did we respond Emergent-with lights and sirens or Non-Emergent which is regular traffic) as well as from the scene to the hospital. As a reminder, all public safety dispatching is performed by the Riley County Dispatch Center located within Riley County Police Department. The dispatch program that is used is a nationally renowned program and the dispatchers are highly trained professionals. The

dispatcher inputs information from the caller that includes the call type, injuries reported, patient condition, travel time and distance. The system then indicates whether the response needs to be Emergent or Non-Emergent.

Since January 2020 to date in North Riley County, RCEMS has responded emergent 40.45% of the time and conversely, we transported emergently back to the hospital 3.45% of the time.

Since January 1st of 2020, it is also noted that we had 9 responses that were greater than 30 minutes. A breakdown of these calls give us the understanding to these response times. They include inclement weather, non-emergent responses from stations other than our northern most unit due to concurrent calls and non-emergent responses to the far northern most portions of the county.

Other points for consideration:

Included in this packet is an estimated cost of an additional ambulance, the corresponding equipment and staffing of the unit, as well as an estimated cost for the outfitting of the station. This is an estimate only and is based on pricing from earlier this year or at this time. The staffing estimate is based on new hired employees into the system at Step 1 in our pay scale in 2021. This cost estimate does not include the building of a new facility or the cost of IT integration onto the county network.

If it is decided to add an additional station and crew to our operations, we would have to consider the probability of moving the ambulance and crew that are currently at the Public Works facility back to the new EMS Headquarters station. This would be due to the disproportionality of calls volumes as this stations' newly realized response area would result in their responding to an average of 1.7 calls per day.

Respectfully submitted,

David A Adams, Director

Enclosures:

- North County (XLSX)

Unknowns:

Building/Land
IT infrastructure

Ambulance	\$270,000
Cot/Stretcher	\$20,000
Power Load	\$23,000
Stair Chair	\$3,500
CPR Device	\$15,000
Cardiac Monitor	\$37,841
	\$369,341

Equipment inside the Ambulance

Med Bags	
Splints	
Oxygen	
Misc. Equipment	
	\$25,000

Building Living Quarters

Bedrooms	
Living Room	
Washer and Dryer	
Kitchen Appliances	
Table and Chairs	
TV	
Recliners	
Cleaning Supplies	
Kitchen Supplies	
	\$7,000

Personnel (Baseline- Annually)

Paramedics	3 62k/each=	\$186,000	
EMT's/AEMT's	3 52k/each=	\$156,000	
		\$342,000	
Benefits	Paramedics @.48%	\$89,280	
	EMT @.48%	\$74,880	
		\$164,160	

Personnel/Annually/Baseline	\$506,160
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Total Cost	
Ambulance & Large equipment	\$369,341
Ambulance Equipment/Small	\$25,000
Station Supplies	\$3,000
Station Interior	\$7,000
Personnel	\$506,160
	\$910,501

Not included:

Building/Land

IT/Infrastructure

County Officials' Luncheon Agenda

Monday, November 8, 2021

12:00 pm - 1:00 pm

**LUNCHEON WILL BE HELD VIA ZOOM
(NO IN-PERSON MEETING WILL BE HELD)**

- The topic for the November meeting will be “Comprehensive Plan 101”, presented by Amanda Smeller, Planning & Development Director.
- Please use the Zoom link for the BOCC Meeting.