



**Board of Riley County
Commissioners
Regular Meeting
Agenda
December 28, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Vice Chair](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. 2023 GAAP Waiver Resolution
4. Sign Riley County Employee Action Form(s)
5. Approve payroll/accounts payables (when completed)

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Dec 21, 2023 9:00 AM

Review Tentative Agenda

7. Tentative Agenda

Press Conference Topics

8. Discuss Press Conference

9:00 AM

Barry Wilkerson, County Attorney

9. Staff update

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

10. Administrative Work Session

9:35 AM

Jessie Hubbard, Administrative Assistant II

11. CY24 Adult City Alcohol Grant
12. CY24 Juvenile City Alcohol Grant

9:40 AM

Shilo Heger, Treasurer

13. Request to fill Clerk Analyst II Tax Position - Treasurer

9:50 AM

Rich Vargo, County Clerk

14. CPE 4th Floor Renovation-Elections Division

Adjournment

Announcement

Riley County Offices will be closed Monday, January 1, 2024 in observance of the New Year's Day Holiday.

The Board of County Commissioners will not be in session on Monday, January 1, 2024.

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
Audit

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

COMMISSION AGENDA REPORT

FROM: Brittany Phillips, Budget & Finance Officer

MEETING: December 28, 2023

SUBJECT: 2023 GAAP Waiver Resolution

PRESENTER: Brittany Phillips, Budget & Finance Officer

POSSIBLE MOTION(S)

Move to approve "Resolution No. 122823-____, A Resolution exempting Riley County, Kansas, from the provisions of KSA 75-1120a(a)" (2023 GAAP Waiver Resolution)

Move to deny

Enclosures:

- GAAP waiver 2023 (DOC)

RESOLUTION NO. 122823-

A RESOLUTION EXEMPTING RILEY COUNTY, KANSAS, FROM THE PROVISIONS OF K.S.A. 75-1120a (a).

WHEREAS, the County of Riley is now subject to the provisions of K.S.A. 75-1120a(a).

WHEREAS, the Board of County Commissioners of Riley County, Kansas, has determined that the financial statements and financial reports prepared in conformity to generally accepted accounting principles as promulgated by the National Committee on Governmental Accounting and the American Institute of Certified Public Accountants are not relevant to the requirements of the cash basis and budget laws of this State and are of no significant value to the governing body or members of the general public of Riley County, Kansas.

WHEREAS, there are no revenue bond resolutions or any other resolutions which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ended 2023.

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

That the Riley County Commissioners shall cause the financial statements and financial reports of Riley County, Kansas to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

Dated this 28th day of 2023

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

Kathryn Focke, Chairwoman

Greg McKinley, Member

John Ford, Member

ATTEST: _____
Riley County Clerk

Attachment: GAAP waiver 2023 (14378 : 2023 GAAP Waiver Resolution)



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 Resources Director

MEETING: December 28, 2023

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2023-12 PW RCozadd EAF(DOCX)
- 2023-12 HD C Taylor EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Rory Cozadd**Status Change Date:** 12/21/2023**Status Change:** New Hire**Date of Hire:** 1/8/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Public Works Operator II**Position Type:** Full-Time**Pay Range:** 7**Pay Type:** Hourly**Base Rate:** \$22.50**Annualized Pay:** \$46,800**Funds Codes:** County General [1], Public Works [40]**Supervisor:** Alvin Perez**Department Head:** John Ellermann

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-12 PW RCozadd EAF (14376 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Carly Tyler**Status Change Date:** 12/21/2023**Status Change:** New Hire**Date of Hire:** 1/2/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Medical Reserve Corps Unit Leader**Position Type:** Part-Time**Pay Range:** 7**Pay Type:** Hourly**Base Rate:** \$23.40**Annualized Pay:** \$27,986.40**Funds Codes:** Health Dept (30) Wildcat PHEP (409) NACCHO MRC Rise Award**Supervisor:** Julie Gibbs**Department Head:** Julie Gibbs

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-12 HD C Taylor EAF (14376 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 04, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Vice Chair](#)

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

Elizabeth Ward, Human Resources Director

1. Human Resources update

9:15 AM

Michael Boller, Noxious Weed Director

2. Staff update

9:30 AM

Anna Burson, Appraiser

3. Staff update

9:45 AM

Russel Stukey, Emergency Management Director

4. Staff update

10:00 AM

Amanda Webb, Planning/Special Projects Director

5. Staff update

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session

10:30 AM

Ron Fehr, Manhattan City Manager

7. General update City of Manhattan

Attachment: 01-04-24 tentative agenda (12898 : Tentative Agenda)

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

8. Executive session to discuss a performance matter involving non-elected personnel

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: 01-04-24 tentative agenda (12898 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 08, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Vice Chair](#)

8:30 AM

Call to Order

Pledge of Allegiance

Reorganization of the Board of County Commissioners

Public Comment

Commission Comments

Business Meeting

1. Application for ISP for Laurie Harrison

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

2. Year to date budget and expenditure reports

9:15 AM

Amanda Webb, Planning/Special Projects Director

3. KDHE LEPP Grant

9:30 AM

Press Conference

10:00 AM

Shelley Woodard, Deputy County Counselor

4. Resolution updating parking and traffic regulations for county parking lots

10:10 AM

John Ellermann, Public Works Director/County Engineer

5. Project update

10:40 AM

Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session

Attachment: 01-08-24 tentative agenda (12898 : Tentative Agenda)

11:00 AM Katharine Hensler, Museum Director

7. Staff update

12:00 PM County Officials Luncheon

Adjournment

Announcements

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

A commissioner will be on In Focus live at 9:05 a.m. Tuesday, January 9, 2024 (JF).

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: 01-08-24 tentative agenda (12898 : Tentative Agenda)



COMMUNITY CORRECTIONS
Grant

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

COMMISSION AGENDA REPORT

FROM: Jessie Hubbard, Administrative Assistant II, Riley County Community Corrections

MEETING: December 28, 2023

SUBJECT: CY24 Adult City Alcohol Grant

PRESENTER: Jessie Hubbard, Administrative Assistant II, Riley County Community Corrections and/or Sandi Harper, Riley County Community Corrections

BACKGROUND

Riley County Community Corrections has received City Alcohol dollars since 2011. These dollars go to pay for direct drug and alcohol services for clients. We applied for and were awarded funds for 2024.

DISCUSSION

We were awarded City Alcohol tax dollars for our Adult Services program for the amount totaling \$23,500.00 (three signature pages).

Attached is the Grant Agreement for your review and signature.

FISCAL IMPACT

Without these funds, we would not be able to assist our adult clients with drug and alcohol services.

RECOMMENDATION(S)

Approve the Adult Services City Alcohol Grant Agreement.

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:

- CY24 CSFAB Grant Agreement - Adult Services (PDF)

**2024 CSFAB
Special Alcohol Fund
Grant Agreement
Riley County Community Corrections – Adult
Services**



THIS AGREEMENT is hereby entered into this 29th day of December, 2023, by and between the City of Manhattan, Kansas, a municipal corporation, (“City”), and **Riley County Community Corrections – Adult Services** (“Recipient”).

WHEREAS, pursuant to K.S.A. 79-41a01, the City has certain funds available to it (“Funds”); and,

WHEREAS, pursuant to K.S.A. 79-41a04(d), a portion of the Funds shall be expended only for the purchase, establishment, maintenance, or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers (“Alcohol and Drug Services or Programs”); and,

WHEREAS, through the City’s Community Support Funds Advisory Board (“CSFAB”) and the City Commission, the City assesses the Alcohol and Drug Services or Programs needs of the City, evaluates agencies that provide programs and/or services that may meet those needs, and determines whether and how the City should provide funding to those agencies; and,

WHEREAS, the Recipient submitted a funding application proposal (“Agency Proposal”) for a 2024 CSFAB Funding, which was approved by the CSFAB; and,

WHEREAS, the City Commission has approved the provision of funding to the Agency as set forth in the Proposal, as approved, and to the extent modified by the City Commission (“Approved Proposal”) and authorized the City Manager to execute the 2024 contracts with respective agencies consistent with the City Commission’s funding approval.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The term of this Agreement shall be from January 1, 2024, through December 31, 2024, unless terminated earlier.
2. The City agrees to provide funds to the Recipient in the amount of **\$23,500.00** (“Grant Funds”) from the 2024 CSFAB Special Alcohol Fund, subject to the availability of Grant Funds as described in Section 9. The total amount will be paid in four equal installments of **\$5,875.00** each on or before March 15, June 15, September 15, and December 15, of 2024. The Recipient shall u

Grant Funds only for the Alcohol and Drug Services or Program(s), as described in Recipient's Approved Proposal. The Grant Funds shall be released to the Recipient upon the approval of the City Commission. The failure or refusal of the City Commission to authorize the release of the Grant Funds shall not constitute a breach of this agreement, but shall merely indicate an intention on the part of the City to terminate the agreement. Recipient shall return any Grant Funds that are unused as of December 31, 2024, to the City by January 31, 2025, for the City to deposit to the special alcohol fund account.

3. The Recipient agrees to use the Grant Funds consistent with the goals, objectives and activities as contained in the Approved Proposal and for no other purposes. The Recipient further agrees to use the Grant Funds for Alcohol and Drug Services or Programs, pursuant to the limitations as stated in K.S.A. 79-41a04(d). The Recipient acknowledges and understands that it is accountable to the City for using the Grant Funds pursuant to this agreement. Any deviation from the Approved Proposal or from the goals, objectives, activities, and budget submitted to the City must receive prior approval from the City.

4. The Recipient agrees to fully participate in a site visit if requested by the City to confirm compliance with this contract, to be scheduled and performed within 30 calendar days of the City's request for the site visit. Prior to the site visit, the Recipient must complete the City's site visit form and return it to the City. Additional site visits may be requested at the discretion of the City. The Recipient agrees to comply with City requests for additional site visits. The City may request financial data deemed necessary or appropriate to assist the City staff, the CSFAB, or the City Administration in analyzing the financial condition of the Recipient and to confirm compliance with this contract. Financial data requested may include information on revenues, expenses, assets, liabilities, or cash balances for the previous fiscal year. The Recipient also understands and agrees that all reports submitted to the City may be a public record subject to disclosure pursuant to the Kansas Open Records Act, K.S.A. 45-216 et seq.

5. If the Recipient fails to participate in any site visit or fails to provide complete information or reports as required by this contract by the relevant deadline, the City may refuse to pay any installment(s) due hereunder and/or the City may decline to provide the Recipient with a grant from the Special Alcohol Fund in future calendar years.

6. The Recipient further acknowledges and understands that the City has by Ordinance No. 7631 established the City and CSFAB are charged with the responsibility of conducting a review of all proposals funded with funds from the Special Alcohol and Drug Programs Fund. The City and CSFAB have the responsibility to determine whether or not the Grant Funds are spent according to the Approved Proposal and to make an evaluation of the quality of the Alcohol and Drug Services or Programs provided. The Recipient hereby specifically agrees to comply with all requests and requirements of the City and the City Commission to comply with its obligations as

set forth in the ordinance.

7. Subject only to the provisions of this Contract, the Recipient shall have the administrative control of the Grant funds. The Recipient agrees to appropriately identify that it receives, in part, funds from the City of Manhattan, as follows: the Recipient agrees to identify this funding on all of its official correspondence, reports, and other literature associated with its programs with the following statement: **"Funding in part provided by the City of Manhattan."**

8. The Recipient understands and agrees that the City's provision of any or all of the Grant Funds is based upon governing body approval, as described in Section 2, and the provision of such funds to the City by the State of Kansas. In the event that the State of Kansas does not provide the City with any, or all, funds as anticipated by the City, the City may, at its option, eliminate all or some of the Grant Funds due to the Recipient.

9. The Recipient agrees to comply with applicable federal, state, and local laws, regulations, and ordinances in its performance of the Alcohol and Drug Services or Programs.

10. The Recipient agrees to comply with federal, state, and local laws, regulations, and ordinances related to discrimination, including but not limited to the Kansas Act Against Discrimination, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; and all guidelines and interpretations issued pursuant thereto, in all matters related to the Approved Proposal. The Recipient assures that it does not aid or perpetuate discrimination on the basis of disability in providing any aid, benefit, or service to its clientele and the Recipient assures that it has evaluated all of its programs and services, made any necessary non-structural modifications to accommodate the disabled and has developed a plan to address any necessary structural changes to facilities. This Assurance is binding on the Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient. The Recipient shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of this agreement because of age, race, religion, color, sex, disability, national origin or ancestry. In all solicitations or advertisements for employees, the Recipient shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("KHRC"). If the Recipient fails to comply with the manner in which it reports to the KHRC in accordance with the provisions of K.S.A. 44-1031, the Recipient shall be deemed to have breached this agreement and it may be canceled, terminated or suspended, in whole or in part, by the City. If the Recipient is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the KHRC which has become final, it shall be deemed to have breached this agreement and it may be canceled, terminated or suspended, in whole, or in part, by the City. The Recipient shall include the provisions of this Section 12 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor unless such subcontract is less than \$5,000 for a fiscal year or the subcontractor employs less than four

employees during the terms of the contract.

11. The Proposal and Approved Proposal are attached hereto and incorporated herein by reference.

12. This agreement may be terminated by either party upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands this 29th day of December 2023.

City of Manhattan, KS

Riley County Community Corrections – Adult Services

By: _____
Ron R. Fehr, City Manager

By: _____
Shelly Williams, Director

By: _____
Kathrn Focke, Riley Co. Commission Chair

Attest:

Attest:

Brenda K. Wolf, CMC, City Clerk

Rich Vargo, County Clerk





COMMUNITY CORRECTIONS
Grant

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

COMMISSION AGENDA REPORT

FROM: Jessie Hubbard, Administrative Assistant II, Riley County Community Corrections

MEETING: December 28, 2023

SUBJECT: CY24 Juvenile City Alcohol Grant

PRESENTER: Jessie Hubbard, Administrative Assistant II Riley County Community Corrections and/or Sandi Harper, Riley County Community Corrections

BACKGROUND

Riley County Community Corrections has received City Alcohol dollars since 2011. These dollars go to pay for direct drug and alcohol services for clients. We applied for and were awarded funds for 2024.

DISCUSSION

We were awarded City Alcohol tax dollars for the Juvenile Services program in the amount of \$4,300.00 (three signature pages).

Attached is the Grant Agreement for your review and signature.

FISCAL IMPACT

Without these funds, we would not be able to assist our juvenile clients with drug and alcohol services.

RECOMMENDATION(S)

Approve the Juvenile Services City Alcohol Grant Agreement.

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:

- 2024 CSFAB Grant Agreement - Juvenile Services (PDF)

**2024 CSFAB
Special Alcohol Fund
Grant Agreement
Riley County Community Corrections – Juvenile
Services**



THIS AGREEMENT is hereby entered into this 29th day of December, 2023, by and between the City of Manhattan, Kansas, a municipal corporation, (“City”), and **Riley County Community Corrections – Juvenile Services**. (“Recipient”).

WHEREAS, pursuant to K.S.A. 79-41a01, the City has certain funds available to it (“Funds”); and,

WHEREAS, pursuant to K.S.A. 79-41a04(d), a portion of the Funds shall be expended only for the purchase, establishment, maintenance, or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers (“Alcohol and Drug Services or Programs”); and,

WHEREAS, through the City’s Community Support Funds Advisory Board (“CSFAB”) and the City Commission, the City assesses the Alcohol and Drug Services or Programs needs of the City, evaluates agencies that provide programs and/or services that may meet those needs, and determines whether and how the City should provide funding to those agencies; and,

WHEREAS, the Recipient submitted a funding application proposal (“Agency Proposal”) for a 2024 CSFAB Funding, which was approved by the CSFAB; and,

WHEREAS, the City Commission has approved the provision of funding to the Agency as set forth in the Proposal, as approved, and to the extent modified by the City Commission (“Approved Proposal”) and authorized the City Manager to execute the 2024 contracts with respective agencies consistent with the City Commission’s funding approval.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The term of this Agreement shall be from January 1, 2024, through December 31, 2024, unless terminated earlier.
2. The City agrees to provide funds to the Recipient in the amount of **\$4,300.00** (“Grant Funds”) from the 2024 CSFAB Special Alcohol Fund, subject to the availability of Grant Funds as described in Section 9. The total amount will be paid in four equal installments of **\$1,075.00** each on or before March 15, June 15, September 15, and December 15, of 2024. The Recipient shall use

Grant Funds only for the Alcohol and Drug Services or Program(s), as described in Recipient's Approved Proposal. The Grant Funds shall be released to the Recipient upon the approval of the City Commission. The failure or refusal of the City Commission to authorize the release of the Grant Funds shall not constitute a breach of this agreement, but shall merely indicate an intention on the part of the City to terminate the agreement. Recipient shall return any Grant Funds that are unused as of December 31, 2024, to the City by January 31, 2025, for the City to deposit to the special alcohol fund account.

3. The Recipient agrees to use the Grant Funds consistent with the goals, objectives and activities as contained in the Approved Proposal and for no other purposes. The Recipient further agrees to use the Grant Funds for Alcohol and Drug Services or Programs, pursuant to the limitations as stated in K.S.A. 79-41a04(d). The Recipient acknowledges and understands that it is accountable to the City for using the Grant Funds pursuant to this agreement. Any deviation from the Approved Proposal or from the goals, objectives, activities, and budget submitted to the City must receive prior approval from the City.

4. The Recipient agrees to fully participate in a site visit if requested by the City to confirm compliance with this contract, to be scheduled and performed within 30 calendar days of the City's request for the site visit. Prior to the site visit, the Recipient must complete the City's site visit form and return it to the City. Additional site visits may be requested at the discretion of the City. The Recipient agrees to comply with City requests for additional site visits. The City may request financial data deemed necessary or appropriate to assist the City staff, the CSFAB, or the City Administration in analyzing the financial condition of the Recipient and to confirm compliance with this contract. Financial data requested may include information on revenues, expenses, assets, liabilities, or cash balances for the previous fiscal year. The Recipient also understands and agrees that all reports submitted to the City may be a public record subject to disclosure pursuant to the Kansas Open Records Act, K.S.A. 45-216 et seq.

5. If the Recipient fails to participate in any site visit or fails to provide complete information or reports as required by this contract by the relevant deadline, the City may refuse to pay any installment(s) due hereunder and/or the City may decline to provide the Recipient with a grant from the Special Alcohol Fund in future calendar years.

6. The Recipient further acknowledges and understands that the City has by Ordinance No. 7631 established the City and CSFAB are charged with the responsibility of conducting a review of all proposals funded with funds from the Special Alcohol and Drug Programs Fund. The City and CSFAB have the responsibility to determine whether or not the Grant Funds are spent according to the Approved Proposal and to make an evaluation of the quality of the Alcohol and Drug Services or Programs provided. The Recipient hereby specifically agrees to comply with all requests and requirements of the City and the City Commission to comply with its obligations as

set forth in the ordinance.

7. Subject only to the provisions of this Contract, the Recipient shall have the administrative control of the Grant funds. The Recipient agrees to appropriately identify that it receives, in part, funds from the City of Manhattan, as follows: the Recipient agrees to identify this funding on all of its official correspondence, reports, and other literature associated with its programs with the following statement: **"Funding in part provided by the City of Manhattan."**

8. The Recipient understands and agrees that the City's provision of any or all of the Grant Funds is based upon governing body approval, as described in Section 2, and the provision of such funds to the City by the State of Kansas. In the event that the State of Kansas does not provide the City with any, or all, funds as anticipated by the City, the City may, at its option, eliminate all or some of the Grant Funds due to the Recipient.

9. The Recipient agrees to comply with applicable federal, state, and local laws, regulations, and ordinances in its performance of the Alcohol and Drug Services or Programs.

10. The Recipient agrees to comply with federal, state, and local laws, regulations, and ordinances related to discrimination, including but not limited to the Kansas Act Against Discrimination, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; and all guidelines and interpretations issued pursuant thereto, in all matters related to the Approved Proposal. The Recipient assures that it does not aid or perpetuate discrimination on the basis of disability in providing any aid, benefit, or service to its clientele and the Recipient assures that it has evaluated all of its programs and services, made any necessary non-structural modifications to accommodate the disabled and has developed a plan to address any necessary structural changes to facilities. This Assurance is binding on the Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient. The Recipient shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of this agreement because of age, race, religion, color, sex, disability, national origin or ancestry. In all solicitations or advertisements for employees, the Recipient shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("KHRC"). If the Recipient fails to comply with the manner in which it reports to the KHRC in accordance with the provisions of K.S.A. 44-1031, the Recipient shall be deemed to have breached this agreement and it may be canceled, terminated or suspended, in whole or in part, by the City. If the Recipient is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the KHRC which has become final, it shall be deemed to have breached this agreement and it may be canceled, terminated or suspended, in whole, or in part, by the City. The Recipient shall include the provisions of this Section 12 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor unless such subcontract is less than \$5,000 for a fiscal year or the subcontractor employs less than four

employees during the terms of the contract.

11. The Proposal and Approved Proposal are attached hereto and incorporated herein by reference.

12. This agreement may be terminated by either party upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands this 29th day of December 2023.

City of Manhattan, KS

Riley County Community Corrections – Juvenile Services

By: _____
Ron R. Fehr, City Manager

By: _____
Shelly Williams, Director

By: _____
Ron R. Fehr, City Manager

By: _____
Kathryn Focke, Riley Co. Commission Chair

Attest:

Attest:

Brenda K. Wolf, CMC, City Clerk

Rich Vargo, County Clerk





COUNTY TREASURER'S OFFICE
Personnel

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

COMMISSION AGENDA REPORT

FROM: Shilo Heger
MEETING: December 28, 2023
SUBJECT: Request to fill Clerk Analyst II Tax Position - Treasurer
PRESENTER: Shilo Heger

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:

- Request to Fill Clerk Analyst II-Tax (DOC)
- 2023-12 Clerk Analyst II-MTR VEH PAF (DOCX)
- Clerk Analyst II Motor Vehicle-Tax Position Description (PDF)

**TREASURER'S OFFICE**

Shilo Heger
County Treasurer

110 Courthouse Plaza
Manhattan, Kansas 66502-0100
Phone: 785-537-6321
Fax: 785-537-6322
E-mail: sheger@rileycountyks.gov
Website: www.rileycountyks.gov

December 28, 2023

To: Riley County Commissioners

From: Shilo Heger, Riley County Treasurer

RE: Clerk Analyst II-Tax

We have promoted Shari Morrand to the Tax Supervisor position which leaves an opening for the Clerk Analyst II-Tax position. This position assists the tax supervisor with all the operations of the tax department. In addition, they are also responsible for coordinating the work that comes in for our commercial/IRP customers. We are quickly approaching our busy heavy truck season so it is imperative we get someone hired as soon as possible.

This position handles processing the deposits for the other offices and manages the tax escrow program. The Clerk Analyst II also plays an important role in backing up many of the motor vehicle roles such as approving titles, processing edits for the clerks, and answering motor vehicle questions.

Thank you for your consideration.

Attachment: Request to Fill Clerk Analyst II-Tax (14375 : Request to Fill Clerk Analyst II-Tax Position)

RILEY COUNTY POSITION ACTION FORM

Job Created By



Shilo Heger on 12/21/2023

Posted on Career Page

County of Riley

Company

Riley County, KS

Job ID

2134232

Pay Grade

RANGE 9 [RANGE 9]

Cost Center 1

County General [1]

1 Job Slot

CLERK A-1

Position Template

Clerk Analyst II-MTR VEH/TAX [CLRKANL2]

Salary

Hiring pay range: \$23.24-\$24.29/hour

EEO Class

Paraprofessionals [5]

Cost Center 2

Treasurer [7]

Work Location

Office Building

Supervisor Position

No

Workers Compensation

8810 [8810]

Cost Center 3

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Supervisor: Shari Morrand

Department Head: Shilo Heger

☐ No changes to Position or Budget☒ Position Description attached

Total annual hours: 2080

☒ Budgeted☒ New or updated position description☐ New request for budget (details attached)

Salary: \$50,523

Budget for Benefits: \$19,957

Total proposed annual budget: \$70,480

Additional Position Comments: _____

BoCC Chairwoman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	CLERK ANALYST II-MOTOR VEHICLE/TAX		
Department:	Treasurer	Division:	
Reports To:	Vehicle Supervisor		
Pay Grade:	9	Status:	Full Time
FLSA Status:	Non-Exempt		

Position Summary: Performs titling and registration and other specialized duties such as commercial vehicle registration, specialized plates, repossessions, disability placards and refunds for Riley County citizens. Reviews and approves title applications for final processing at the State. Collects personal property and real estate taxes. Determines the status of military for exemption purposes.

ESSENTIAL FUNCTIONS:

- Process Commercial Vehicles in the separate stand-alone KCOVRS system.
- Approve vehicle titles once completed by the customer service representatives. Verify required documents. Initiate correspondence through completion of transactions needing additional documentation.
- Process discretionary edits in MOVRS for customer service representatives after verifying the action follows current policies and procedures.
- Advise customers on procedures and documentation needed for each situation, using a comprehensive understanding of Kansas Motor Vehicle laws and Kansas Department of Revenue Rules and Regulations and Federal Customs Laws.
- Analyze the legal documentation presented for titling and registering motor vehicles. Determine the authenticity and correctness of the documents.
- Keep abreast of constantly changing State regulations and statutes.
- Determine the tax situs, assign the proper tax code(s) and classify each vehicle for registration.
- Determine whether military personnel registering their vehicles have the proper documentation to be exempt from personal property taxes.
- Calculate and collect personal property and real estate taxes by determining appropriate fees and interest. This includes researching by name, address, and legal description.
- Assists appraisers and real estate agencies regarding real estate and personal property tax, special assessments and delinquent taxes.
- Other duties as assigned.

SECONDARY FUNCTIONS:

- Confirm accuracy of funds from all county departments daily (paid-ins receipts)
- Track tax escrow and partial payment programs
- Postage machine maintenance and billing
- Prepare monthly vendor list for Clerk's office.
- Prepare tax disbursement 5 times a year.
- Backup tax supervisor

POSITION REQUIREMENTS:

Education: 3 years of education or experience beyond high school.

License(s)/Certification(s): Successful completion of MOVRS training for the motor vehicle titling and registration process through the Motor Vehicle Department. Successful completion of Kansas Department of Revenue "Detecting Fraud Training" for Driver's license. Successful completion of

Updated 2016-2023-12

Attachment: Clerk Analyst II Motor Vehicle-Tax Position Description (14375 : Request to Fill Clerk Analyst II-Tax Position)

KCOVRS training for registering commercial vehicles. Compliance with Federal and State rules and regulations for Commercial Vehicle and US DOT rules.

Experience: One year of bookkeeping experience or training. Extensive knowledge of driver's license laws and procedures for issuing drivers licenses and ID cards. Extensive knowledge of motor vehicle laws as they relate to various types of vehicles and numerous legal documents. Advance knowledge of motor vehicle rules and regulations. Thorough knowledge of the Federal Soldiers and Sailors' Civil Relief Act of 2003 and Kansas Statute 79-5107(e) regarding exemption of military from personal property tax. General knowledge of County government and the related departments and their functions.

Skills: Must use independent judgment, initiative and discretion to analyze whether documents are complete, accurate and authentic, both foreign and domestic. Must possess the ability to examine legal documents for completeness, accuracy and validity of the items presented, through training and/or experience. Must possess the ability to use reference manuals in researching problems. Ability to maintain effective working relationships with co-workers and the public. Knowledge of modern office practices and equipment. Tools used are AS400, PC, calculator, cash register, digitized camera, thermal printer, computer printers, copier, fax machine and other general office machines required.

Physical Demands/Effort: The employee is required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; talk, hear and see. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, color vision, depth perception, and ability to adjust focus.

Work Environment/Conditions: The employee is exposed to normal noise level. However, working conditions can become hostile with customers who are unhappy with the laws and procedures required.

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.



COUNTY CLERK & ELECTIONS
Project

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

COMMISSION AGENDA REPORT

FROM: Rich Vargo, County Clerk & Election Official

MEETING: December 28, 2023

SUBJECT: CPE 4th Floor Renovation-Elections Division

PRESENTER: Rich Vargo, County Clerk & Election Official

BACKGROUND

On October 16, 2023 the Board approved John Ellermann, Public Works Director/County Engineer, and I to hire an architect to develop plans for the remodel of the 4th floor of the CPE Building, for the Elections Division up to \$10,000. To date we have spent \$8,595 with Bruce McMillan for architect services.

This project will allow for significantly enhanced elections separation from other county activities and staff not working in elections. It also improves the work area for the other administrative aspects of the Clerk's Office.

The Board also activated \$350,000 in CIP for the project, to include \$100,000 for the roof and structural issues.

Through the Secretary of State's Grant for Elections Security we submitted a request for \$731,800. (See Grant Application Attached). The SOS Grant Approval Notice (attached) shows a grant amount requested of \$71,800. They arrived at this amount from the amounts requested for only equipment and door access security including cameras.

DISCUSSION

Per McMillan Architects the draft feasibility study packet estimates the renovation will cost \$544,500, including a 15% contingency and architectural and engineering fees.

Additional cost for the building maintenance aspects for waterproofing show \$39,375 for masonry repairs and moisture repellants.

John Ellermann is working on getting roofing estimates.

FISCAL IMPACT

Total estimated cost of know items is \$583,875, not including anything for roof repairs. To complete the project it is estimated the Board will need to activate an additional \$233,875 in the CIP project. This does not include the unknown of the roof repairs.

We would expect to get the full reimbursement of \$64,620 from the SOS Grant once we have completed the security items approved and provided receipts.

RECOMMENDATION(S)

Recommend the Board approve to amend the CIP 4th Floor Renovation Project-Election Division project from \$350,000 to \$583,875, the current estimated cost excluding the roof repairs.

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:

- Grant application form (PDF)
- Grant Approval Notice (PDF)



Kansas Secretary of State
Security Regulation Grant Program
Grant Application Form

Please provide the following information:

1. Applicant Information

- Date of Application October 13, 2023
- County Name Riley County
- Grant Amount Requested \$731,800.00
- Contact Name Rich Vargo
- Contact Email rvargo@rileycountyks.gov
- Address 110 Courthouse Plaza, Suite B118
- Phone Number 785-537-6300

2. Proposal Summary

- Briefly describe how the Grant funds will be used:
 1. We will use part of the money to purchase Wi-Fi door locksets that require two election staff to enter secured areas. This includes election equipment areas, tabulation areas, ballot and media storage, and ballot fulfillment areas. (\$20,000.00)
 2. The grant money will be used to remodel the current election equipment storage space, ensuring ONLY election staff have access to the secured areas and no one else will. This will be done by constructing walls blocking others from entering secured areas, constructing walls to the ceiling for better security, and adding a secured door for Wi-Fi readers. (\$35,470.00)
 3. Money will be used to reconfigure and wire security cameras for 24-7 monitoring/recording and purchase additional ones for tabulation equipment/ballot rooms. (\$5,000.00)

4. The money will allow us to purchase lockable/sealable election supply deployment bags, which will contain ballots and ballot activation cards, as well as other supplies. (\$9,100.00)
5. The money will be used to purchase security seals and security tabs for equipment and supplies. (\$2,230.00)
6. The biggest allocation of the money will be used to remodel an area which will allow Elections staff to be separate from the rest of County Clerk's divisions and be in the same building where the election equipment is stored. This will ensure all areas within this remodeled area will be secured and limited approved election staff only. This area will include:
 - A secured area for ballot fulfillment and storage of ballots during the election. Walls will be built and a door with dual swipe Wi-Fi reader will be installed for two-person entry. This room will be video monitored.
 - Secured vault for records and election media to be stored for deployment, use, and return.
 - Secured room, with Wi-Fi reader to ensure two elections staff, for the deployment and return/storage of all Election night items for tabulations to include Provisionals, media, paper ballots, keys to election equipment, security affidavits/tracking equipment, balance sheets, zero and results tapes, electronic poll books, and mail ballots.
 - Secured storage room for the DS450 with Wi-Fi reader to ensure two election staff a present when entering the room and security camera monitored.
 - A separate room with clear windows and a camera on the Electionware computer will be secured with the two person Wi-Fi reader to ensure two people are present while being used.
 - Elections Manager's office, which will be separate and secured with a Wi-Fi reader to track entry.

The above listed rooms would be remodeled to ensure security for Electionware tabulation, DS450 storage and tabulation, ballot fulfillment, deployment, and return/storage of all Election night items for tabulations to include Provisionals, media, paper ballots, keys to election equipment, security affidavits/tracking equipment, balance sheets, zero and results tapes, electronic poll books, and mail ballots. The estimated rate for remodeling the area to meet security expectations is \$270,000.

Riley County is one of the seven largest counties in Kansas. The four Election Commissioners and Douglas County have Elections in their own space, away from County Clerk's other divisions within the office. This space would ensure all public and county staff from all departments do not have access to any area which should be secured and only election's

staff should have access to. This includes but is not limited to ballot fulfillment, logging and opening ballots, election boards meeting areas, election equipment, tabulation areas, and media. This request must happen for us to do this. It is the only way we can provide this level of security. Remodeling this space will keep the Elections division completely separate from the rest, ensuring better control, which in return, ensures better security. The estimated cost to do this will be \$390,000.



Kansas Secretary of State

Physical Security Regulation Grant Program

Grant Approval Notice

Dear County Election Official,

Your grant application has been approved as follows:

- Riley County
- Grant Amount Requested \$ 71,800.00
- 90% Reimbursement Match Up to \$64,620.00.

The county is responsible for the procurement of approved upgrades and improvements. Once you have completed said upgrades and improvements, submit detailed receipts and invoices including labor broken out separately. Submit invoices and receipts to phill.hall@ks.gov . One check per county will be mailed.

All improvements and upgrades should be purchased and installed or implemented by March 1st, 2024.