

Members of the public wishing to speak during Public Comment or on Items of Business must register with the County Clerk prior to the beginning of the meeting.

AGENDA

BOARD OF FRANKLIN COUNTY COMMISSIONERS Wednesday, June 15, 2016 | 8:30 a.m.

TO BE HELD IN THE ANNEX COMMISSION CHAMBERS

A. CALL TO ORDER

B. ROLL CALL:

Waymire Howard Dunn Harris Renoud

C. PLEDGE OF ALLEGIANCE

D. INVOCATION:

1. Invocation Led By Rev. Larry Carrier, Ottawa Bible Church, Ottawa, Kansas.

E. CORRESPONDENCE & ORGANIZATIONAL BUSINESS

F. PUBLIC COMMENT:

A citizen desiring to speak on an item not on the agenda may do so at this time. Discussion is limited to five minutes and the Commission will not take action or discuss items at this time. Discussion should be limited to matters of County Commission business and public comment is not permitted in regard to personnel matters or on pending legal matters. Items introduced under '**Public Comment**' may become agenda items at a later date.

G. CONSENT AGENDA:

Items listed on the '**Consent Agenda**' are considered routine and shall be enacted by one motion of the Board of Commissioners with no separate discussion. If separate discussion is desired by a member of the Governing Body, that item may be removed from the '**Consent Agenda**' and placed on the regular agenda '**Items of Business.**'

1. Consider And Approve Franklin County Minutes For June 8, 2016 And Commission Study Session For June 13, 2016.
2. Consider And Approve Claim Vouchers And Tax Change Orders.
3. Approval Of The Amendment To Agreement On The Juvenile Justice Comprehensive Plan State Block Grant From The Kansas Department Of

Corrections (KDOC - Juvenile Services) . Allison Dickinson, Interim
Community Corrections Director

Documents:

[2016 0613 cover sheet fy2017 kdoc juvenile amendment to agreement june 2016.pdf](#)
[fy17 juvenile grant extension signatory approval needed.pdf](#)

4. Approve The Purchase Of A 2015 329E John Deere Skid Loader From Murphy Tractor & Equipment In The Amount Of \$57,287.00. James M. Haag, Jr., Public Works Director

Documents:

[2016 0613 cv motion to purchase a skid loader.pdf](#)
[skid loader breakdown.pdf](#)

H. ITEMS OF BUSINESS:

1. Recognition Of Charlotte Jones, Public Works, For Her 39 Years Of Service And Presentation Of Retirement Plaque.
2. Receive Presentation From Prairie Paws Animal Shelter. Melissa Reed, Director
3. Receive Ransom Memorial Hospital Quarterly Update. Matthew M. Heyn, Chief Executive Officer.
4. Consideration Of Signing A County Disaster Declaration For Flooding That Occurred May 21-31 2016. Thomas Winter, Emergency Management

Documents:

[2016 0615 county disaster declaration cv.pdf](#)
[declaration chairman june 10 2016.pdf](#)

5. Approval Of Final Plat For Marks Farm Addition Subdivision, Located On The South Side Of Marshall Road Between Idaho Terrace And Indiana Road, In The Southeast Quarter (SE ¼) Of The Northeast Quarter (NE ¼) Of Section 12, Township 17 South, Range 18 East. Larry Walrod, Planning & Building Director

Documents:

[06152016_cv 1604-1392_marks farm addition.pdf](#)
[06152016_1604-1392_marks farm addition attachments.pdf](#)

6. Consideration Of Retaining Schlotterbeck And Burns LLC For Auditing Services For FY 2016, Ending December 31, 2016. Jon Holmes, Administrator

Documents:

- I. **STAFF REPORTS**
- J. **COMMISSIONER COMMENTS AND BOARD REPORTS**
- K. **ENTER INTO EXECUTIVE SESSION FOR PERSONNEL MATTER (10 MINUTES)**
- L. **CONSIDER A MOTION FOR ADJOURNMENT**
- M. **INFORMATION AND ANNOUNCEMENTS:**
 - 1. UpComing Events
 - Joint City/County/School Board Luncheon on June 15, 2016 at Franklin County Commission Chambers at Noon.
 - Commission Budget Study Session on June 16, 2016.
 - Commission Budget Study Session on June 17, 2016.
 - Commission Meeting on June 22, 2016 at 8:30 A.M.
 - Commission Study Session on June 27, 2016 at 8:30 A.M.
 - Commission Meeting on June 29, 2016 at 8:30 A.M.
 - Franklin County Offices Closed July 4, 2016 in Observance of Independence Day.
 - Commission Meeting on July 6, 2016 at 8:30 A.M.
 - Commission Study Session on July 11, 2016 at 8:30 A.M.
 - Commission Meeting on July 13, 2016 at 8:30 A.M.

Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners
From: Allison Dickinson
Department: Community Corrections
Date: June 15th, 2016

AGENDA ITEM NARRATIVE

Approval of the Amendment to Agreement on the Juvenile Justice Comprehensive Plan State Block Grant from the Kansas Department of Corrections (KDOC - Juvenile Services)

BACKGROUND

On April 6th, 2016 the Fourth Judicial District Community Corrections received notice that KDOC - Juvenile Services would be extending the agency's grant to December 31st, 2016; therefore an amendment to agreement is needed. The funding allocation is based upon one half of the fourth districts approved FY 2016 Graduated Sanctions and Prevention block grant.

On or before June 30, 2016, each judicial district is required to submit to KDOC an approved Amendment to Agreement.

SPECIFIC ACTION REQUESTED

Move to Approve: The Amendment for Agreement for the Juvenile Justice Comprehensive Plan State Block Grant for the Kansas Department of Corrections (KDOC - Juvenile Services) .

ATTACHMENTS

Juvenile Justice Comprehensive Plan State Block Grant Amendment to Agreement

Attachment B

**AMENDMENT TO AGREEMENT
AGREEMENT
CONDITIONS OF GRANT
Juvenile Justice Comprehensive Plan State Block Grant**

The above referenced Agreement originally entered on the 1st day of July 2015, by and between the Kansas Department of Corrections, Juvenile Services, hereinafter referred to as "KDOC-JS," and the Franklin County Board of County Commissioners, hereinafter referred to as "GRANTEE" is hereby amended by agreement of the parties.

WHEREAS, the above named parties desire to amend the original Agreement as follows:

Preamble:

A grant is hereby awarded, commencing on the 1st day of July 2015, from the Kansas Department of Corrections, Juvenile Services, hereinafter referred to as "KDOC-JS," to the Franklin County Board of County Commissioners, hereinafter referred to as "GRANTEE." This grant and conditions, to which both parties agree and which are enumerated below, remain effective until **December 31, 2016**. Acceptance of block grant funds indicates GRANTEE'S acknowledgement of, and intent to comply with, all the conditions outlined below.

The remaining terms and conditions of the above referenced original Agreement shall remain in force and effect and binding on the parties hereto.

APPROVED BY: Chairperson, Board of County Commissioners

Name: _____

(Please Print First Name, MI, and Last Name)

Signature: _____ Date: _____

APPROVED BY: Kansas Department of Corrections, Juvenile Services

Name: Johnnie Goddard, Interim Secretary

Signature: _____ Date: _____

Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners
From: James M. Haag, Jr.
Department: Public Works
Date: Wednesday, June 15, 2016

AGENDA ITEM NARRATIVE

Consider the purchase of a 2015 329E John Deere skid loader from Murphy Tractor & Equipment in the amount of \$57,287.00

BACKGROUND

The Department has proposed replacing the the 1990 Case 1845C skid loader with 2375 hours in the 2017 Budget. In anticipation the department has tested John Deere, Caterpillar and Takeuchi skid loaders. The department prefers the John Deere brand. Murphy Tractor & Equipment furnished a used skid loader which now has 325 hours. The purchase price is \$57,287.00 with 3,000 hour warranty and the cash is on hand now for the purchase. If the machine was new, the cost would be around \$66,500 according to the salesman.

SPECIFIC ACTION REQUESTED

Motion to purchase a 2015 329E John Deere skid loader from Murphy Tractor & Equipment in the amount of \$57,287.00

ATTACHMENTS

Proposal



Quote Summary

Prepared For:
FRANKLIN COUNTY
1428 S Main St Ste 4
Ottawa, KS 66067
Business: 785-242-2979

Prepared By:
CHRIS CRUM
Murphy Tractor & Equipment
1621 Nw Gage Blvd
Topeka, KS 666182831
Phone: 785-233-0556
Mobile: 785-260-5206
ccrum@murphytractor.com

Quote Id: 13230327
Created On: 27 April 2016
Last Modified On: 02 June 2016
Expiration Date: 15 June 2016

Equipment Summary	Qty	Extended
2015 JOHN DEERE 329E COMPACT TRACK LDR BASE - 1T0329EKKEE272823 John Deere Extended Warranty-60 mo./2,000 hr. Comprehensive	1	
Equipment Total		\$ 56,887.00

Quote Summary	
Equipment Total	\$ 56,887.00
SubTotal	\$ 56,887.00
Total	\$ 56,887.00
Balance Due	\$ 56,887.00

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Selling Equipment

MORPHY
TRACTOR & EQUIPMENT CO.

Quote Id: 13230327

Customer: FRANKLIN COUNTY

2015 JOHN DEERE 329E COMPACT TRACK LDR BASE - 1T0329EKKEE272823

Equipment Notes:

60 mo./ 2,000 hr. Comprehensive Warranty. Less 274 days from rental usage as of 6/2/16.

Travel for warranty repairs is covered for the warranty period.

Warranty Options:

60 mo./3,000 hr.= +\$400

60 mo./4,000 hr.= +\$1,520

60 mo./5,000 hr.= +\$2,675

Hours: 325

Stock Number: 136841

Code	Description	Qty
8401T	DORF 329E ISO PAT CNTRL,2SPD, CAB, POWER QUIK, CHROME	1

Standard Options - Per Unit

8401T0950	EH ISO PATTERN CONTROL	1
8401T1050	TWO SPEED SKID STEER	1
8401T1301	ENGINE TURBO 4TNV94CHT	1
8401T1501	ENGLISH OP MAN & DECALS	1
8401T2600	WIDE OFFSET BLOCK LUG TRKS	1
8401T3000	STANDARD HYDRAULICS	1
8401T3100	SPEED SENSITIVE RD CTRL	1
8401T5001	POWER QUIK TATCH	1
8401T5204	CAB W/ HEAT, DEFROST & AIR	1
8401T6002	AIR SUSPENSION SEAT (CLOTH)	1
8401T6501	REVERSING FAN DRIVE	1
8401T6800	HORN	1
8401T7100	EH PERFORMANCE PACKAGE	1
8401T8040	BACKUP ALARM	1
8401T8060	PRE CLEANER	1
8401T8225	CHROME EXHAUST	1

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Selling Equipment

MORPHY
TRACTOR & EQUIPMENT CO.

Quote Id: 13230327 Customer: FRANKLIN COUNTY

8401T8395	KEYLESS START	1
Dealer Attachments		
	HDHV84GBSSE 84" HD LOW PROFILE DIRT BKT Stock Number:138077	1
Service Agreements		
	John Deere Extended Warranty - 60 mo./2,000 hr. Comprehensive	

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Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners
From: Thomas Winter KCEM
Department: Emergency Management
Date: 6/10/2016

AGENDA ITEM NARRATIVE

Consideration of signing a County Disaster Declaration for flooding that occurred May 21-31 2016

BACKGROUND

The State of Kansas and Franklin County have both met their thresholds for Public Assistance. On May 27th, 2016, Franklin County had storms go through that caused significant flooding. Due to this flooding Public works has reported \$420,000 in damage with the City of Ottawa reporting another \$30,000. In order for the county to receive FEMA Public Assistance which we can re-coup %75 of costs and another %10 the County needs to Declare a Disaster asking for assistance.

SPECIFIC ACTION REQUESTED

Approval and sign the County Declaration and Proclamation

ATTACHMENTS

County Declaration and Proclamation

DECLARATION# _____ AND PROCLAMATION

PROCLAMATION of a State of Local Disaster Emergency for Franklin County, Kansas:

WHEREAS on the 21st day of May, 2016, the Chairman of the board of Commissioners of Franklin County, Kansas finds that certain conditions have caused, or eminently threaten to cause wide-spread or severe damage, injury or loss of life or property in disaster proportion of Franklin County, Kansas; (Severe Thunder Storm, Flash flood, and Flooding)

WHEREAS, such conditions have created obstructions which endanger health, safety, and welfare of persons and property within the border of Franklin County, Kansas.

That the Chairman of the board of County Commissioners of Franklin County, Kansas, under and by virtue of the authority vested in it by K.S.A. 1976 Spp. 48-932, Does hereby PROCLAIM that a State of Local Disaster Emergency exists.

IT IS FURTHER RESOLVED AND PROCLAIMED that the area within the border of Franklin County, Kansas covered by this proclamation is the entire area of Franklin County, Kansas.

BE IT FURTHER RESOLVED that the Chairman of the board of County Commissioners has all rights and or power to perform such functions as area vested in said Board by and through the provisions of the Kansas Emergency Preparedness Act of 1975.

IT IS FURTHER RESOLVED AND PROCLAIMED that this proclamation shall remain in effect for a period of seven (7) days unless terminated earlier or renewed by consent of the governing body.

SIGNED

_____ THIS 10th DAY OF JUNE, 2016.

CHAIRMAN,
FRANKLIN COUNTY COMMISSION

_____, COUNTY CLERK

Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners
From: Larry D. Walrod
Department: Planning & Building
Date: Wednesday, June 15, 2016

AGENDA ITEM NARRATIVE

Approval of Final Plat for Marks Farm Addition Subdivision, located on the South side of Marshall Road between Idaho Terrace and Indiana Road, in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 12, Township 17 South, Range 18 East.

BACKGROUND

The applicant proposes to divide approximately 20.1 acres into two (2) lots.

Lot #1 would be approximately 10.44 acres and Lot #2 would be approximately 9.33 acres. Lot #2 has an existing access onto Idaho Terrace. Lot #1 will utilize an existing shared access onto Idaho Terrace. All lots meet the minimum standards required by the County Zoning and Subdivision Regulations, including lot size, lot frontage and lot length-to-width ratio.

Lot #2 has an existing residence that has on-site water (Franklin RWD#4) and sanitation. There is a letter on file from Franklin RWD#4 stating they do have the capabilities of providing on-site water to Lot #1.

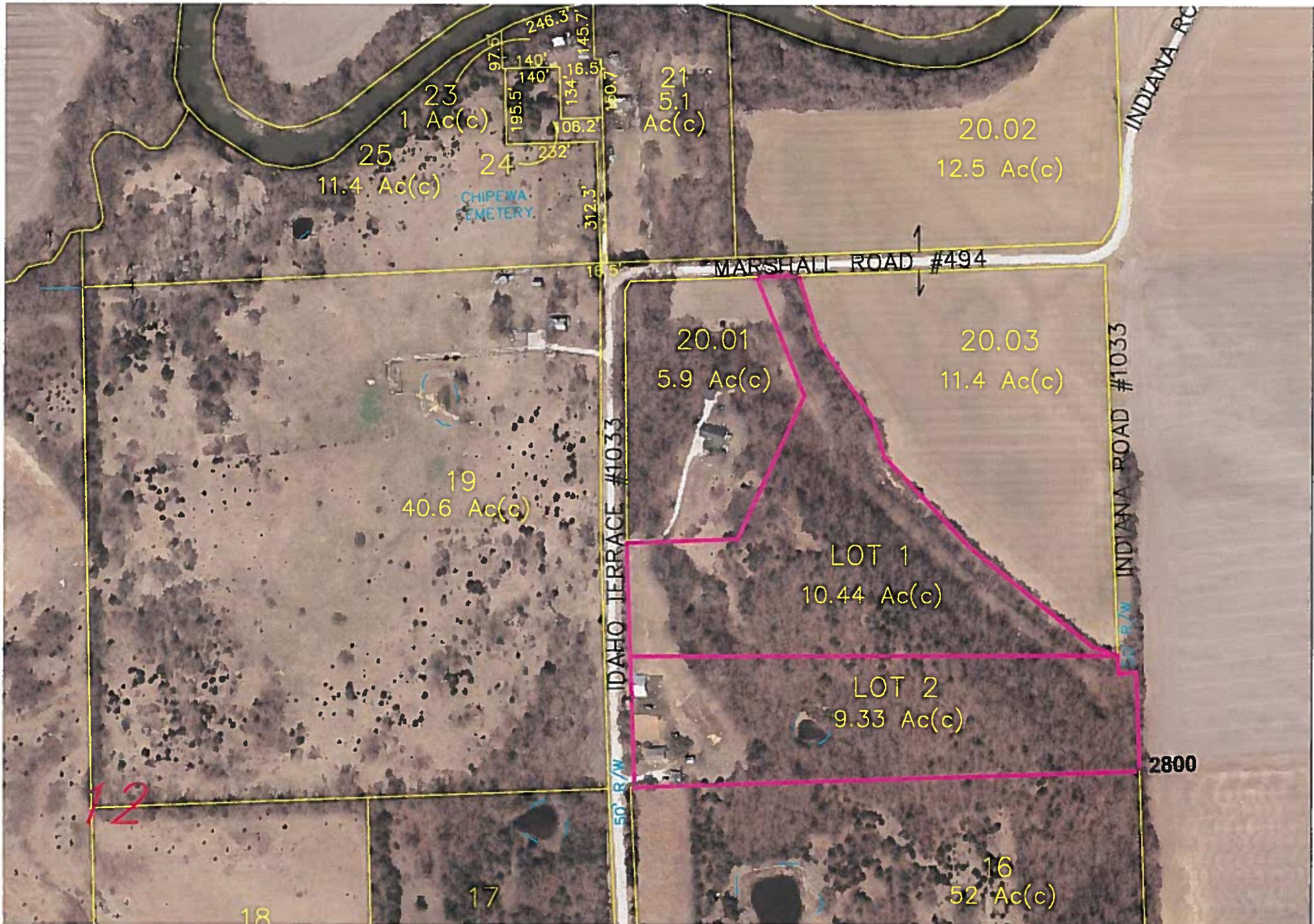
The Planning Commission recommended approval of the Final Plat for Marks Farm Addition Subdivision, located in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 12, Township 17 South, Range 18 East.

SPECIFIC ACTION REQUESTED

Staff recommends that the Board of County Commissioners authorize the Chairman to endorse the Final Plat for Marks Farm Addition Subdivision, located in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 12, Township 17 South, Range 18 East, accepting all easements and rights of way as shown on the Plat.

ATTACHMENTS

Aerial photo
Survey



#3004

LEGAL DESCRIPTION

TRACT 2 COMMENCING AT THE EXISTING 1/2" IRON BAR AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 SOUTH, RANGE 18 EAST OF THE 6TH P.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THENCE NORTH 89 DEGREES 00 MINUTES 00 SECONDS EAST 386.00 FEET ON SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO A 1/2" IRON BAR AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 00 MINUTES 00 SECONDS EAST 126.00 FEET TO AN EXISTING 1/2" IRON BAR; THENCE SOUTH 10 DEGREES 48 MINUTES 00 SECONDS EAST 811.89 FEET TO A 1/2" IRON BAR; THENCE SOUTH 33 DEGREES 00 MINUTES 17 SECONDS EAST 241.40 FEET TO A 1/2" IRON BAR; THENCE SOUTH 18 DEGREES 00 MINUTES 38 SECONDS EAST 181.48 FEET TO A 1/2" IRON BAR; THENCE SOUTH 41 DEGREES 38 MINUTES 44 SECONDS EAST 317.77 FEET TO A 1/2" IRON BAR; THENCE SOUTH 48 DEGREES 11 MINUTES 38 SECONDS EAST 381.18 FEET TO A 1/2" IRON BAR; THENCE SOUTH 89 DEGREES 27 MINUTES 33 SECONDS EAST 121.79 FEET TO A 1/2" IRON BAR ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12; THENCE SOUTH 00 DEGREES 00 MINUTES 40 SECONDS EAST 280.40 FEET TO AN EXISTING SANDSTONE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12; THENCE SOUTH 89 DEGREES 48 MINUTES 41 SECONDS WEST 1340.47 FEET TO THE 1/2" IRON BAR AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12; THENCE NORTH 00 DEGREES 47 MINUTES 28 SECONDS EAST 637.12 FEET TO A 1/2" IRON BAR; THENCE NORTH 88 DEGREES 48 MINUTES 41 SECONDS EAST 311.34 FEET TO A 1/2" IRON BAR; THENCE NORTH 28 DEGREES 37 MINUTES 08 SECONDS EAST 406.01 FEET TO A 1/2" IRON BAR; THENCE NORTH 20 DEGREES 07 MINUTES 17 SECONDS WEST 348.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.87 ACRES MORE OR LESS ALL IN FRANKLIN COUNTY, KANSAS, INCLUDING THAT USED FOR ROAD RIGHT OF WAY.

FINAL PLAT OF MARKS FARM ADDITION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 SOUTH, RANGE 18 EAST OF THE SIXTH P.M., ALL IN FRANKLIN COUNTY KANSAS.

DEDICATION

BE IT KNOWN TO ALL MEN THAT WE, THE UNDERSIGNED OWNER'S OF THE ABOVE DESCRIBED TRACT OF LAND, HAVE CAUSE FOR THE SAME TO BE SURVEYED AND PLATTED UNDER THE NAME OF (MARKS FARM ADDITION) AND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AS SHOWN AND FULLY DEFINED ON THIS PLAT, AND ROAD WAYS AND EASEMENTS ARE HEREBY GRANTED TO FRANKLIN COUNTY, AND PUBLIC UTILITY COMPANIES TO ENTER UPON, CONSTRUCT AND MAINTAIN UTILITIES UPON, OVER AND UNDER THOSE AREAS OUTLINED ON THIS PLAT AS ROADS AND UTILITY EASEMENT (U/E).

LINDA B. MARKS TRUSTEE OF THE LINDA B. MARKS LIVING TRUST

ACKNOWLEDGMENT:

STATE OF KANSAS COUNTY OF FRANKLIN

BE IT REMEMBERED THAT ON THIS ____ DAY OF _____, BEFORE ME, A NOTARY PUBLIC IN THE SAID COUNTY AND STATE, CAME: LINDA B. MARKS TRUSTEE OF THE LINDA B. MARKS LIVING TRUST, PERSONALLY KNOWN TO BE THE SAME PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGE THE EXECUTION OF THE SAME, IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC MY COMMISSION EXPIRES

CERTIFICATE OF COUNTY TREASURER

State of Kansas) County of Franklin)

I DO HEREBY CERTIFY THAT ALL TAXES DUE AND OWED ARE PAID TO DATE ON LAND INCLUDED IN THIS PLAT GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____.

DEBBIE HOUGH --- COUNTY TREASURER

FILING RECORD:

STATE OF KANSAS COUNTY OF FRANKLIN

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF FRANKLIN COUNTY REGISTER OF DEEDS ON THIS ____ DAY OF _____ SLIDE NO. _____ INSTRUMENT NO. _____

SUE A. McCAY - REGISTER OF DEEDS

CERTIFICATE OF COUNTY CLERK

State of Kansas) County of Franklin)

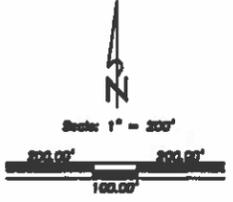
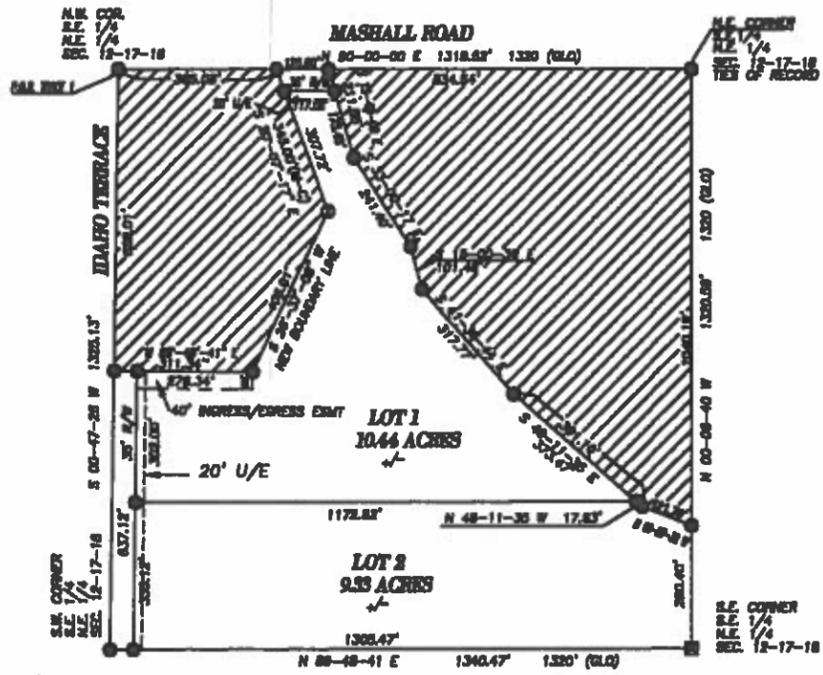
I DO HEREBY CERTIFY THAT CURRENT GENERAL TAXES ARE PAID TO DATE AND THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

JANET PADDOCK --- COUNTY CLERK

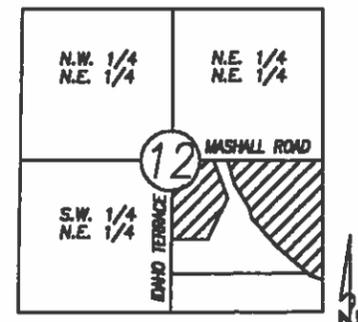
ENDORSEMENTS:

EASEMENT APPROVED FOR PUBLIC PURPOSES BY FRANKLIN COUNTY COMMISSION, FRANKLIN COUNTY, KANSAS.

Table with 3 columns: Name, Title, Date. Includes COLTON WAYMIRE - CHAIRPERSON, JANET PADDOCK - COUNTY CLERK, and JUANITA PECKHAM - CHAIRPERSON.



- LEGEND: 1/2" Iron Pin SET BY CRAIG CHANEY PLS # 1141, Existing 1/2" Iron Pin (ORIGIN UNKNOWN) TIES OF RECORD, 4"x11"x14" SANDSTONE (OLD RECORDED) TIES OF RECORD, 5/8" Iron bar (ORIGIN UNKNOWN) TIES OF RECORD, 1/2" x 34" IRON BAR SET ON PREVIOUS SURVEY



VICINITY MAP SEC. 12 - TWP. 17 - RANG. 18 (NOT TO SCALE)

THIS PLAT HAS BEEN REVIEWED AND APPROVED FOR FILING, PURSUANT TO K.S.A. 58-2005 FOR CONTENT ONLY AND IS IN COMPLIANCE WITH THIS ACT. NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED

APPROVED BY: JAMES D. SCHMITZ DATE: PS 727

NOTES:

- THERE ARE NO FENCES, GAPS, OVERLAPS, OR KNOWN DISCREPANCIES BETWEEN OWNERSHIP OR POSSESSION, UNLESS SHOWN. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED. THIS PLAT WAS PERFORMED WITH THE BENEFIT OF A TITLE INSURANCE POLICY FROM AGENTS NATIONAL TITLE INSURANCE COMPANY COMMITMENT # 15011455 BY CROUCHER ABSTRACT AND TITLE AND ALL EASEMENTS ARE SHOWN FROM SAID COMMITMENT, SUBJECT TO ANY OTHER EASEMENTS OF RECORD OR UNRECORDED NOT FOUND. SCHEDULE B EXCEPTIONS: K. SUBJECT TO PUBLIC ROAD(S) L. RIGHT OF WAY GRANTED TO EMPIRE PIPELINE CO., RECORDED AUGUST 30, 1926 IN MISC. BOOK 20 PAGE 213. M. EASEMENT GRANTED TO KANSAS CITY POWER & LIGHT COMPANY, RECORDED AUGUST 11, 1949 IN MISC. BOOK 38 PAGE 23. NOT A PART OF THIS PLAT. N. RIGHT OF WAY EASEMENT GRANTED TO RURAL WATER DISTRICT No. 6, FRANKLIN COUNTY, KANSAS, RECORDED MARCH 12, 1971 IN MISC. 74 PAGE 804. O. EASEMENT GRANTED TO KANSAS CITY POWER & LIGHT COMPANY, RECORDED NOVEMBER 7, 1972 IN MISC. BOOK 77 PAGE 72. Exact locations of all easements are not ascertainable from instruments themselves.

BASIS OF BEARING: A BEARING OF N 89°-00'-00" E WAS ASSUMED ALONG THE NORTH LINE OF S.E. 1/4 OF THE N.E. 1/4 SEC. 12-17-18

U/E = UTILITY EASEMENT

NOTES: ALL LOTS HAVE ACCESS TO AND ABUT AN EXISTING PUBLIC STREET NO STREET IMPROVEMENTS ARE NEEDED FOR SUBDIVISION DEVELOPMENT. REFERENCE SURVEYS CRAIG CHANEY PS 1141 SURVEY 1850 AT PUBLIC WORKS BRYON K. CATES PS 1208 SURVEY 2058 LOT SPLIT 0208-054

SURVEYOR'S CERTIFICATE I HEREBY CERTIFY THAT THE PLATTED AREA HEREON ARE THE TRUE AND ACCURATE RESULTS OF A SURVEY MADE BY ME ON OR BEFORE MAY 22, 2015 AND THE PLAT IS A CLOSED TRAVERSE UNDER MY RESPONSIBLE CHARGE AND COMPLETED IN THE FIELD ON MAY 20, 2016.

BRYON K. CATES, PS-1208

CATES SURVEYING INC.

Bryon K. Cates Professional Surveying Services 790 Pawnee Rd. Pomona, KS 66076 Phone 785-566-3391 Fax 785-566-3391

JOB # 16041365FPLAT

Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners
From: Jon Holmes, Administrator
Department: Administration
Date: 06/15/2016

AGENDA ITEM NARRATIVE

Consideration of retaining Schlotterbeck and Burns LLC for auditing services for FY 2016, ending December 31, 2016.

BACKGROUND

Mgmt. Summary Attached

SPECIFIC ACTION REQUESTED

Motion to approve Audit Engagement Letter (Contract)

ATTACHMENTS

Audit Engagement Letter (Contract)
Mgmt. Summary



BOARD OF FRANKLIN COUNTY COMMISSIONERS

Richard A. Howard, 2nd District - Chairman

Colton M. Waymire, 1st District
Roy C. Dunn, 3rd District

Steve Harris, 4th District
Randall Renoud, 5th District



Office of the County Administrator
Jon Holmes, M.P.A.

To: Franklin County Commissioners
From: Jon Holmes, County Administrator
Re: Auditing Services
Date: 06/13/2016

OVERVIEW

Before you is the proposed engagement letter for auditing services from Schlotterbeck and Burns, LLC for Fiscal year 2016.

DISCUSSION

The annual audit is an important aspect of the management of finances for the County and is required by state law. There are two lines of thinking regarding the annual auditing process and the contracting of these services.

1. One line of thinking is that an entity should change auditing firms every three or four years. The rationale is that auditors can become too familiar with the staff and the organization which will lead to a complacent approach to the audit and will mean that issues gets missed or overlooked. The theory is that having fresh eyes on the organizations finances ensures that if there is anything amiss, or out of place, it will be caught by the firm as they conduct the annual audit.
2. The second line of thinking is that firms that have an established relationship and familiarity with the organization is best equipped to review the finances of the organization. An accountant who has the long view of the organization, who is familiar with the normal flow of business and financial transactions within an organization will be better at seeing any issue or problem more quickly than someone is just coming in and is trying to learn the organization and system. This also relies on the professionalism and the knowledge, skills, and experience of the auditing firm.

There are no recommendations, guidance or requirements that are outlined in Kansas Statute regarding this issue. Overall, I think there is validity in both lines of thinking and arguments supporting both sides can be found in various professional journals and academic writings so we are left with personal judgement and preference, along with an evaluation of the services that have been provided.

The County Clerk and I discussed the services that Schlotterbeck and Burns, LLC have provided; we considered the level of satisfaction of those services from our perspective, considered the service provided in regard to: timeliness, thoroughness, responsiveness, detailed analysis, availability of their staff throughout the year as issues or questions arise, professionalism, and familiarity with our organization. We both came to the conclusion that we are satisfied with the services that we are receiving at this time.

With that said, it is left to the discretion of the County Commissioners on how they want to proceed. If there is consensus from the Commissioners that a new firm should be engaged for this service, the Clerk and I would need ample lead time to begin that process. A RFQ would need to be developed, with adequate advertising and review time provided. The new firm would need time to schedule us as a new

client for the annual audit, and give themselves extra time as needed to learn our organization. They would also need to make themselves available to take over answering any operational or special informational requests throughout the year immediately since the services for the FY 2015 year have been fulfilled with the contract with Schlotterbeck and Burns, LLC.

Expected Timeline:

Summer – Announce/Advertise RFQ

Late Summer – Review received RFQ

Fall – Conduct Interviews of finalist

Late Fall – Recommendation to Commission

Early Winter – Approve Engagement Letter by Commission for next auditing period

Late Winter – Begin annual audit

If the Commission determines that a new firm would be preferable, we need to begin this process immediately, and we would need to work out if Schlotterbeck and Burns, LLC would be willing to provide “on call” services to us for the period after the audit is complete and negotiate a rate for those services. This would be for the time period up to the time a new firm is identified and an engagement letter (contract) with the new firm is approved.

RECOMMENDATION

At this time, the recommendation from myself and the County Clerk is that we enter into a contract for services with Schlotterbeck and Burns, LLC for audit services for FY 2016, to be conducted in the spring of 2017. We are confident in the services that we are receiving from this firm and believe that the level of familiarity and professionalism that is exhibited by Mr. Burns is an asset to our organization, rather than a liability.

However, if it is the desire of the County Commissioners that a change of auditing firms needs to be done, we would request that this be done for the FY 2017 audit, which will be conducted in the spring of 2018. If that is the direction of the Commissioners, we will begin that selection process now following the timetable set forth above.

Board of County Commissioners
Franklin County, Kansas

AUDIT ENGAGEMENT LETTER

We are pleased to confirm our understanding of the services we are to provide Franklin County, Kansas for the year ended December 31, 2016. We will audit the statutory basis financial statement of Franklin County, Kansas as of and for the year ended December 31, 2016. We understand that the financial statement will be presented in accordance with the financial reporting model required by the *Kansas Municipal Audit and Accounting Guide*.

If an audit in accordance with the Single Audit Act Amendments of 1996 is required, the following additional information accompanying the basic financial statement will be subjected to the auditing procedures applied in our audit of the financial statement upon which we will provide an opinion in relation to the basic financial statement.

1. Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statement is fairly presented, in all material respects, in conformity with the cash basis and budget laws of the State of Kansas and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statement taken as a whole. If an audit in accordance with the Single Audit Act Amendments of 1996 is required, the objective of our audit also includes reporting on:

- Internal control related to the financial statement and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statement in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and with the *Kansas Municipal Audit and Accounting Guide* and will include tests of the accounting records and other procedures we consider necessary to enable us to express an opinion and to render the required reports. If an audit in accordance with the Single Audit Act Amendments of 1996 is required, our audit will also be conducted in accordance with the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include a determination of major program(s) in accordance with Circular A-133. If our opinion on the financial statement or the Single Audit compliance opinion (if applicable) is other than unmodified, we will fully discuss the reasons with you in advance. If, for

any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the statutory basis financial statement and all accompanying information as well as all representations contained therein. As part of the audit, we will assist in the preparation of your financial statement, schedule of expenditures of federal awards (if applicable), and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all responsibilities relating to the financial statement, schedule of expenditures of federal awards, and related notes and other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statement, schedule of expenditures of federal awards, related notes and that you have reviewed and approved the financial statement, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual who possesses suitable skill, knowledge or experience; evaluate the adequacy and results of those services and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statement in conformity with the cash basis and budget laws of the State of Kansas; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

If applicable, you are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statement with any presentation of the schedule of expenditures of federal awards that includes our

report thereon or make the audited financial statement readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the cash basis and budget laws of the State of Kansas. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statement with any presentation of the supplementary information that includes our report thereon or make the audited financial statement readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the cash basis and budget laws of the State of Kansas; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the cash basis and budget laws of the State of Kansas; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statement; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statement and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statement. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

If an audit in accordance with the Single Audit Act Amendments of 1996 is required, we will perform the following: 1) At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. 2) We will assist management in completing its responsibility to submit the reporting package (including financial statement, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the County, however, management is responsible for distribution of the reports and the financial statement. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Schlotterbeck and Burns, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the grantor or cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Schlotterbeck and Burns, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the grantor or cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for the audit of the statutory basis financial statements will be \$20,725.00, plus any direct costs (such as report reproduction, postage, travel, copies, telephone, etc.). Direct costs will not exceed \$1,500.00. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The fee referred to in the preceding paragraph does not include fees for auditing procedures as required for compliance with the Single Audit Act Amendments of 1996 or other Federal Financial Assistance Program requirements. The fee for such procedures, should they be required, are in addition to the above referenced fee and will be \$1,500.00.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of our contract. This review is done every three years. Our most recent peer review report is attached.

We appreciate the opportunity to be of service to Franklin County, Kansas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Schlotterbeck and Burns, LLC

RESPONSE:

This letter correctly sets forth the understanding of Franklin County, Kansas.

by: _____
Chairman

ATTEST:

Date: _____

Clerk