



**Board of Riley County
Commissioners
Regular Meeting
Agenda
January 06, 2022**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Purchase Authorization
4. Sign Tax Roll Corrections
5. Sign Riley County Personnel Action Form(s)

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Jan 3, 2022
8:30 AM

Review Tentative Agenda

7. Tentative Agenda

Press Conference Topics

8. Discuss Press Conference

9:00 AM

Elizabeth Ward, Human Resource Manager

9. COVID-19 Vaccination Incentive Program Update

9:15 AM

Michael Boller, Noxious Weed Director

10. Staff Update
11. KDOT Contract Renewal

9:30 AM

Greg McHenry, Appraiser

12. Appraiser's Office Report

9:55 AM

Break

10:00 AM Russel Stukey, Emergency Management Director

13. Staff Time

10:15 AM Clancy Holeman, Counselor/Director of Administrative Services

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

10:35 AM Clancy Holeman, Counselor/Director of Administrative Services

15. Review of Flint Hills Regional Council Formation Documents and Requested 2022 Dues Increase to Members; Possible Appointment of Council Representative for 2022

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.



NOXIOUS WEED/HHW
Purchase

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

COMMISSION AGENDA REPORT

FROM: Michael Boller Riley Co Noxious Weed Director

MEETING: January 6, 2022

SUBJECT: Purchase Authorization

PRESENTER: Michael Boller Riley Co Noxious Weed Director

BACKGROUND

The board previously approved the purchase of 10' Heavy Duty Rotary Cutter Mower to replace the current aging unit up to the amount of \$28,000. This purchase is to be made with CIP funds. The State of Kansas currently has a contract price for this equipment. KanEquip will honor that contract and offer the mower that meets specs and needs of the county at a price of \$24,578.13. This price includes the State Contract Discount of \$4,425.83.

FISCAL IMPACT

This purchase has been budgeted in CIP funds for 2022.

RECOMMENDATION(S)

Recommend purchase approval of 2022 Land Pride RCM5710 Mower from KanEquip at the price of \$24,578.13

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:

- purchase authorization (PDF)

RILEY COUNTY

PURCHASE AUTHORIZATION NO _____

Department _____ Riley County Noxious Weed Dept _____ Date 01/06/2022 _____

Estimated Cost _____ \$24,578.13 _____ Fund _____ CIP _____

Description _____ Land Pride RCM5710 Mower _____

New _____ Replacement _____ X _____

Procurement Type

- _____ Competitive Sealed Bid, Board of County Commission opens
- _____ Competitive Proposal submitted to Board of County Commission
- X Sole Source (exempt) by Department Head
- _____ Emergency by Department Head
- _____ Used Equipment (exempt) by Department Head

2.204 Small Purchases.

(1) Any non-office technology related procurement valued at less than \$10,000.00 may be made in accordance with small purchase procedures, provided, however, that procurement requirements shall not be artificially divided so as to constitute a small purchase under this Section. Small purchase procedures require the Department Head to approve any purchase ranging in size from no cost, to \$10,000.00. Competitive bidding is not required for small purchases, but the purchaser will attempt to purchase the least expensive item available.

(2) All office technology related purchases, to include, but not be limited to all hardware, software, and peripheral devices shall be ordered and purchased by the Information Systems Department. Purchases made from funds other than the General Fund shall be approved and ordered by the Information Systems Department, with the actual purchase being paid out of the appropriate funds. The Information Systems Department shall coordinate these office technology-related purchases to ensure that uniform, standardized, and necessary equipment is purchased, to obtain competitive pricing, and schedule installation of the new equipment. Exceptions to this requirement include cables, printer cartridges, and other consumable goods, which the Information Systems Department will assist with, if the Department Head so wishes.

4.402 Professional Services.

(1) Applicability. Professional services shall be procured as provided in this Section except when the cost of such services is less than \$10,000 or when a state of emergency exists.

Requested by:

Director Noxious Weed Michael Boller

Approved by:

Chairman, Board of County Commissioners

ATTEST:

Member_____
County Clerk_____
Member_____
Date

Attachment: purchase authorization (11798 : New Purchase Order)



COUNTY CLERK & ELECTIONS
Tax Roll Correction

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

COMMISSION AGENDA REPORT

FROM: Lori Muir, Real Estate Specialist
MEETING: January 6, 2022
SUBJECT: Sign Tax Roll Corrections
PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to approve the Tax Roll Corrections.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- image17832 (PDF)

TAX ROLL CORRECTION
REAL ESTATE

Printed by LMUIR

2022/01/04

4.a

Taxpayer ID DDL00001
Owner ID DDL00001

Control # 2022000004

Tax Year 2021
Tract # 043007

DDL0 INVESTMENTS LLC

CAMA # 203-07-2-70-15-009-00-0-01

ANDREW J MEADE
LOT 7

3150 ELLA LN

TU 2 Manhattan City
Parcel 31960
USD 383

MANHATTAN, KS 66502-2010

Property Address 1213 POMEROY ST 1209

APPRAISER SECTION (Value)

2022/01/04 LMUIR

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	59370	142540	201910

Total	59370	142540	201910
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Assessed Prior to Correction:

RU			
RU	6828	16392	23220

Total	6828	16392	23220
-------	------	-------	-------

SB41	2300
------	------

Appraised After Correction:

CL	Land	Imp	Total
RU	59370	99730	159100

Total	59370	99730	159100
-------	-------	-------	--------

Assessed After Correction:

RU			
RU	6828	11469	18297

Total	6828	11469	18297
-------	------	-------	-------

SB41	2300
------	------

Net Change	42810-
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Net Change	42810-
------------	--------

Net Change	4923-
------------	-------

Total	4923-
-------	-------

SB41	
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CLERK SECTION (Tax)

2022/01/04 LMUIR

ORDER PRINTED

Tax Prior to Correction:

Levy 157.46100	Gen Tax	3656.24
	SB41 \$	46.00
SB41 Tax Dollars		3610.24

Tax After Correction:

Levy 157.46100	Gen Tax	2881.06
	SB41 \$	46.00
SB41 Tax Dollars		2835.06

Net Change

Net Change	775.18-
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Net Change	775.18-
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TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

4923-

Applicable Mill Levy

157.46100

Net Change in Levied Tax Dollars

775.18-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code TP TAX PROTEST

Rate 2.00%

Tax Statement # 12800

Comments PUP adjustment per Appraiser

Owner DDL00001

DDL0 INVESTMENTS LLC

Net Change in Total Tax Dollars

775.18-

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: image17832 (11795 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by IMJIR

2022/01/04

4.a

Taxpayer ID DDLC0001
Owner ID DDLC0001

Control # 2022000005

Tax Year 2021
Tract # 043003A1

DDLC INVESTMENTS LLC

CAMA # 203-07-2-70-15-014-00-0-01

ANDREW J MEADE
LESS E 60' LOT 4
& LOT 3

3150 ELLA LN

TU 2 Manhattan City

Parcel 31920

MANHATTAN, KS 66502-2010

USD 383

Property Address 1220 RATONE ST

APPRAISER SECTION (Value)

2022/01/04 IMJIR

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	58010	122190	180200
—	—	—	—
—	—	—	—
—	—	—	—
Total	58010	122190	180200

Assessed Prior to Correction:

RU	Gen Tax	SB41 \$	Total
RU	6671	14052	20723
—	—	—	—
—	—	—	—
—	—	—	—
Total	6671	14052	20723
SB41	2300	—	—

Appraised After Correction:

CL	Land	Imp	Total
RU	58010	104810	162820
—	—	—	—
—	—	—	—
—	—	—	—
Total	58010	104810	162820

Assessed After Correction:

RU	Gen Tax	SB41 \$	Total
RU	6671	12053	18724
—	—	—	—
—	—	—	—
—	—	—	—
Total	6671	12053	18724
SB41	2300	—	—

Net Change
17380-

17380-

Net Change

1999-

1999-

SB41

CLERK SECTION (Tax)

2022/01/04 IMJIR

ORDER PRINTED

Tax Prior to Correction:

Levy	Gen Tax	SB41 \$	Total
Levy 157.46100	3263.06	46.00	3217.06
SB41 Tax Dollars	—	—	—

Tax After Correction:

Levy	Gen Tax	SB41 \$	Total
Levy 157.46100	2948.30	46.00	2994.30
SB41 Tax Dollars	—	—	—

Net Change

314.76-

314.76-

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

Applicable Mill Levy
Net Change in Levied Tax Dollars

1999-

157.46100

314.76-

Type of Correction DECREASE

Correction Code TP TAX PROTEST

Rate 2.00%

Tax Statement # 12798

Comments PUP adjustment per Appraiser

Net Change in SB41 Exemption

Net Change in Total Tax Dollars

314.76-

Owner DDLC0001

DDLC INVESTMENTS LLC

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: image17832 (11795 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by LMUIR

2022/01/04

4.a

Taxpayer ID NORM0021
Owner ID NORM0021

Control # 2022000006

Tax Year 2017
Tract # 070023A1

NORMAN, CURTIS LEE
MERVIN L NORMAN
1956 LINCOLN DR

CAMA # 203-07-2-10-06-020-00-0-01

ROEHL LOT 21 & ABAND
RR ADJ TO LOT 21

TU 2 Manhattan City
Parcel 39480
USD 383

MANHATTAN, KS 66502-4554

Property Address 1956 LINCOLN DR

APPRAISER SECTION (Value)

2022/01/04 LMUIR

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	15640	98960	114600

Total	15640	98960	114600
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Assessed Prior to Correction:

RU	1799	11380	13179
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Total	1799	11380	13179
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SB41	2300
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Appraised After Correction:

CL	Land	Imp	Total
RU	15640	52660	68300

Total	15640	52660	68300
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Assessed After Correction:

RU	1799	6056	7855
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Total	1799	6056	7855
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SB41	2300
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Net Change	46300-
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Net Change	46300-
------------	--------

Net Change	5324-
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Total	5324-
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SB41	
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CLERK SECTION (Tax)

2022/01/04 LMUIR

ORDER PRINTED

Tax Prior to Correction:

Levy 145.01100	Gen Tax	1911.10
	SB41 \$	46.00
SB41 Tax Dollars		1865.10

Tax After Correction:

Levy 145.01100	Gen Tax	1139.06
	SB41 \$	46.00
SB41 Tax Dollars		1093.06

Net Change

Net Change	772.04-
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Net Change	772.04-
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TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

5324-

Applicable Mill Levy

145.01100

Net Change in Levied Tax Dollars

772.04-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code TP TAX PROTEST

Rate 2.00%

Tax Statement # 23058

Comments PUP adjustment per Appraiser

Owner NORM0021

NORMAN, CURTIS LEE

Net Change in Total Tax Dollars

772.04-

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: image17832 (11795 : Tax Roll Corrections)



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager

MEETING: January 6, 2022

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2022-1 A Bartlett (green) (PDF)
- 2022-01 S Wineland (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add ☐ Change	Supervisor: Dept Head: Amy Manques	Fill Request Date: 1-3-2022 Employee #
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☒ New Hire ☐ Step Change	☐ Rehire ☐ Status Change	☐ Transfer ☐ Demotion	☐ Promotion ☐ Other	☐ Separation from County Service
--	---	--	--	--

☒ Full Time ☐ Part Time	☐ Regular ☐ Grant Funded	☐ As-Needed ☐ Intern	☐ Seasonal ☐ Temporary
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Bartlett	Alica		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Records Assistant I	Register of Deeds	0001-00006
Position Title	Department	Fund

1/5/2022	☐ Exempt ☒ Non-Exempt	Ending Date For Temporary	☒ Yes ☐ No
Effective Date			Is this a budgeted position?

F	3	\$16.22	☒ Hour ☐ Bi-weekly	\$	☒ 40 ☐
Grade/Step		Pay Rate			Hours Per Workweek

Approvals:

Department: Amy M. Manques Date: 1-3-22

Personnel: [Signature] 1-3-2022

BOCC
Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add	Supervisor:	Fill Request Date: 1/3/2022
☒ Change	Dept Head: Russel Stukey	Employee #

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

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

Wineland	Sam		
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Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

Volunteer Fire Fighter	Fire Dist #1	0183-000183
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Position Title Department Fund

12/21/2021	☐	☐		☐ Yes	☐ No
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Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

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

Approvals:

Department: Russel Stukey Date: 1-3-2022

Personnel: E. M. V. A. W. A. R. 1/4/2022

BOCC

Chairman: _____

Member: _____

Member: _____



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 10, 2022**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Reorganization of the Board of County Commissioners

Public Comment

Commission Comments

Business Meeting

1. Proclamation for Dr. Martin Luther King, Jr. Community Celebration and Day of Service
2. Discuss Joint City/County/County Meeting
3. Discuss Intergovernmental Luncheon
4. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

5. Year to date budget and expenditure reports

9:15 AM

Amanda Smeller, Planning/Special Projects Director

6. Public hearing to name a private road from Tuttle Cove Road to Hayovel Place

9:30 AM

Press Conference

7. Presentation of Proclamation for Dr. Martin Luther King, Jr. Community Celebration and Day of Service - John Ford, Susanne Glymour and Kevin Bryant (3-5 minutes)

10:00 AM

Break

Attachment: 01-10-22 tentative (11625 : Tentative Agenda)

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

8. Project update

10:25 AM Shelly Williams, Community Corrections Director

9. State of Community Corrections funding state wide

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

10. Administrative Work Session

11:00 AM Allana Saenger, Museum Director

11. 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 11, 2022 (JF).

Leaders Retreat will be held Thursday, January 13th and Friday, January 14th in Manhattan, Kansas.

Riley County Offices will be closed Monday, January 17th due to the observance of the Martin Luther King Jr Day.

The Board of County Commissioners will not be in session Thursday, January 13th and Monday, January 17th.

The Law Enforcement Agency Meeting will be held Tuesday, January 18th at 12:00 (noon) in the City Commission Chambers, 1101 Poyntz Avenue.

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.



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 20, 2022**

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

[District 1 – John Ford, Chair](#)

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

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

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:15 AM

Amy Manges, Register of Deeds

1. Staff update

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

2. Administrative Work Session

9:50 AM

Bob Isaac, Planner

3. Public Hearing for Crawl Addition Unit Two final plat

10:00 AM

Gary Fike, County Extension Director

4. Staff update

10:15 AM

Dennis Butler, RCPD Director

5. RCPD update

4:00 PM

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

Adjournment

Announcements

Attachment: 01-20-22 tentative (11625 : Tentative Agenda)

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

Beginning at 7:30 a.m. Thursday, January 20, 2022 lasting until approximately 8:30 a.m., the BOCC will be in its usual public meeting location, joining a Zoom meeting hosted by the Chamber of Commerce. This Chamber of Commerce Zoom call will be placed on a speaker phone, so BOCC members can “listen” to the presentations made by the scheduled speakers. But BOCC members will not participate in the Chamber of Commerce meeting. BOCC members will be “muted” during the Chamber of Commerce Zoom call.

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

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

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



COUNTY CLERK & ELECTIONS
Personnel

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

MEMORANDUM

FROM: Elizabeth Ward, Human Resource Manager

MEETING: January 6, 2022

SUBJECT: COVID-19 Vaccination Incentive Program Update

PRESENTER: Elizabeth Ward

On August 19, 2021, the Board of County Commissioners approved an incentive program for Riley County employees who chose to get the full vaccination for COVID-19. The incentive consisted of \$100 payout plus 8 hours of annual leave for each employee who showed proof of full vaccination.

Since that time, 392 employees have shown full vaccination status and received the incentive. The total dollar amount spent on the \$100 payout, including taxes and unemployment, is \$43,495.48. These funds came from CARES funding; \$50,000 was approved for this purpose.

The timeline for eligibility for the incentive was set as Oct 11, 2021 for current county employees, and was extended to one month from date of employment for new county employees.

At the time the program began, the Commissioners did not set an end date, so we currently continue offering the incentive to new employees. In 2020, the Commissioners also approved access to ESL for leave related to COVID-19; this exception to the leave policy is also still in place and being actively used.

Several current employees have inquired as to whether or not there will be a similar incentive for the COVID-19 booster. We are aware the City of Manhattan is offering a leave incentive for those receiving booster vaccination.

In speaking with Julie Gibbs and David Adams, as well as our Medical Director Dr. Herl, the consensus is to recommend staff receive the COVID-19 booster.

Funding options exist if the Commissioners would like to explore an incentive for the booster vaccination.

Enclosures:



NOXIOUS WEED/HHW
Staff Update

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

STAFF REPORT

FROM: Michael Boller, Riley CO Noxious Weed Director

MEETING: January 6, 2022

SUBJECT: Staff Update

PRESENTER: Michael Boller, Riley CO Noxious Weed Director

Enclosures:

- 1-6-22 Staff Report (DOC)

Riley County Noxious Weed/HHW Department
Michael Boller, Director
January 6, 2022

Staff Report

Noxious Weed/Mowing:

- The final mowing of the year was completed early December. We had time this year to mow out most county roads to the fence line as we were ahead of schedule. We received several positive comments from citizens of the county as this helps prevent deer accidents as well as snow drift on the roadways. All mowers have been cleaned and are ready for maintenance to be completed this winter along with some basic repairs.
- Tree and brush removal projects continue this month with weather permitting. Main project focus this year has been Wildcat Creek and most of the trouble areas on that road have already been trimmed out.
- Winter maintenance has started on roadside sprayers, rental sprayers and tractors.
- Crews had two snow removal call outs on January 1st and January 2nd.
- We are expecting to take delivery of the new F550 truck any day but hopefully within the next couple of weeks. We have been working with insurance to hopefully recover some of the cost associated with replacement as our last truck was destroyed in an accident. We have been making do with an older truck we kept as a spare.

HHW:

- The next HHW collection at Howie's Recycling is Saturday, January 8, 2022 from 8:00am to 12:00 noon. No business waste will be accepted at this event.
- The Riley County HHW Facility has recycled latex paint to give away. We have one gallon and five gallon containers available. Our office is open Monday – Friday from 7:30am to 4:00pm for assistance. We also have numerous household products on our recycling shelves free to the public.
- Big Lakes Regional HHW Board of Directors met December 17, 2021 at the Riley County Weed Department. A budget of \$83,800 was approved for 2022 which was the same for prior year. Big Lakes has reduced or kept the budget flat for the last 4 years and has saved over \$60,000 of the budget over the same four year period. We received several compliments from the leaders of the counties inside of the Big Lakes Region for this accomplishment as this figure effects the budgets of 10 other neighboring counties. Big Lakes Region is one of the largest processors of HHW in the State of Kansas and has an operating budget of less than \$84,000 yearly. .

Other:

- This year I helped coordinate CWDAAK booth at the Topeka Farm Show and will be working and representing Riley Co at the show on January 13th.

- I have begun preparations for coordinating the CWDAK Basic Weed School that is put on in cooperation with the Kansas Department of Ag. That event will again be hosted in Manhattan and attend by weed directors from across the State of Kansas. The event will take place March 7th-March 11th.
- I will be conducting the monthly CWDAK meeting in Douglas County this month which will occur on Wednesday January 12th.
- Preparations have begun to conduct the yearly 8 hour refresher course required by KDHE for the counties of the Big Lakes Region. This is an event hosted by Riley Co and Assist Director Justin Brenner will help conduct that training scheduled for April 2022.



NOXIOUS WEED/HHW
Contract

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

COMMISSION AGENDA REPORT

FROM: Michael Boller Director Riley Co Noxious Weed

MEETING: January 6, 2022

SUBJECT: KDOT Contract Renewal

PRESENTER: Michael Boller Director Riley CO Noxious Weed

BACKGROUND

Annual Contract between KDOT and Riley County for the county to treat state roads and right of ways for the treatment of noxious weeds.

FISCAL IMPACT

KDOT reimburses Riley Co for the contract price to treat noxious weeds on KDOT property.

RECOMMENDATION(S)

Recommend approval of 2022 KDOT contract

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:

- KDOT2022 (PDF)
- KdotContract 02022.2 (PDF)

KANSAS DEPARTMENT OF TRANSPORTATION BUREAU OF MAINTENANCE

COUNTY AGREEMENT TO TREAT NOXIOUS WEEDS

This agreement made and entered into this _____ day of _____, 20____, by and between the

Board of County Commissioners of _____ County, hereinafter referred to as County, and the Kansas Secretary of Transportation, hereinafter referred to as Secretary. The Kansas Department of Transportation hereinafter is referred to as KDOT.

WHEREAS, The Kansas Legislature has declared certain weeds to be Noxious Weeds (see Kansas Noxious Weed Law), and

WHEREAS, The County desires to treat noxious weed infested areas on State Highway Rights-of-Way within said County and the KDOT desires to retain the County to spray and treat such areas, and

WHEREAS, The Secretary and County agree to enter into a performance agreement, where in the County shall treat all noxious weeds on State Highway rights-of-way in the County. A condition of the fulfillment of the agreement requires that treatment by the County will provide a satisfactory control of the noxious weeds. Satisfactory performance is defined as preventing the production of viable seed and/or destroying the plant's ability to reproduce by vegetative means.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The county will notify the KDOT District Engineer or the authorized representative, prior to each treatment on highway right-of-way, of the scheduled time and location of such treatment.
2. The County spraying operation may include a dye in the chemical mixture to allow easy identification of areas treated.
3. A representative of the KDOT shall make periodic field inspections to check treated areas. A field log and record will be maintained by the KDOT indicating dates treated and inspected, location and size of areas, type of noxious weeds, apparent affect of treatment and other pertinent comments. Approval by the KDOT representative shall be required before the County will be paid for treatment.
4. **Schedule of Cost:** The County shall provide all chemicals (includes herbicides, surfactants and drift control materials as required), dye, labor and equipment to treat noxious weeds. Chemicals and dye are to be provided at the County's cost. Labor and equipment costs are as follows:

LABOR COST	COST	*EQUIPMENT RENTAL TYPE AND SIZE
<u>40</u> /hr. operator	<u>35</u> /hr.	<u>4x4 Spray Truck</u>
_____ /hr. operator	_____ /hr.	_____
_____	_____	_____

*Spraying equipment will have cab mounted flashing (or rotating) safety lights

5. **Billing and Payment:** The County shall submit to the KDOT District Engineer an itemized bill for wholesale cost of chemicals and dye furnished, plus actual cost of treating noxious weeds based on equipment rental and labor costs for areas of satisfactory performance. Upon receipt of proper billing and final approval, payment for treating noxious weeds will be made to the County by the KDOT.
6. **Record of Work:** The County representative doing the work shall:
 - Record size, location and type of noxious weed areas treated.
 - Record amount and kind of chemicals applied on each area.
 - Record dates chemicals were applied.
 - Maintain Report of Noxious Weed Treatment DOT FORM NO. 322-A, which shall be submitted to the KDOT within 1 to 2 weeks after treatment.
 - Maintain records until all claims are paid, but in no case less than the three year statutory time.
 - Make all records available for KDOT audit, when so requested by KDOT.

7. Chemicals, approved for use on highway right-of-way are listed below.

<u>CHEMICAL</u>	<u>TRADE NAME</u>	<u>RATE OF APPLICATION (metric)</u>
2, 4-D (amine or ester) (a)	numerous	1 to 2 lb. Equiv./acre (1.1 to 2.2 kg/ha)
Glyphosate (b)	numerous	1 1/2 lb. Equiv./acre (1.7 kg/ha)
MSMA	numerous	3 to 5 lb. Equiv./acre (3.8 to 5.6 kg/ha)
Sulfometuron (c)	Oust	3 to 6 ounces/acre (.21 to .42 kg/ha)
Picloram	Tordon	rate depends upon weed species
Chlorsulfuron	Telar	1/2 to 1 oz./acre (0.035 to 0.070 kg/ha)
Imazapyr	Arsenal/Habitat	1/4 lb. Active/acre (0.28 kg/ha)
Metsulfuron Methyl	Escort	rate depends upon weed species
Triclopyr (d)	Garlon	1/4 to 1/2 lb./acre (0.28 to 0.56 kg/ha)
Fluizafop P butyl + Fenoxiprop	Fusion	7 to 9 fl. oz. per acre (83.8 to 107.75 ml/ha)
Imazapic (e)	Plateau	rate depends upon weed species
Quinclorac (f)	Paramount/Drive	rate depends upon weed species and desirable grass species
Sulfosulfuron (g)	Outrider	rate depends upon desirable grass species
Aminopyralid (h)	Milestone	rate depends upon weed species
	Vista XRT	
Fluroxypyr		follow the product label recommendations

- (a) May be used alone or in combination with other herbicides
 (b) (Round-up)
 (c) Spot treatment only
 (d) Sericea lespedeza
 (e) Do not use where cool season grasses are the desired species
 (f) Fall bindweed control
 (g) Do not use for more than 3 consecutive seasons
 (h) Musk, bull and Canada thistle

There may be other trade names for the herbicides listed.

8. Chemicals shall be mixed and applied as recommended by the manufacturer and in accordance with approved methods contained in the "Official Regulations" issued by the Kansas Department of Agriculture.
9. The County agrees to provide this service in a workmanlike manner, to be in strict conformance with the instructions for handling and applying noxious weed chemicals and to be responsible for any negligent acts or omissions that may occur in the performance thereof.
10. The County's spraying equipment shall be equipped with cab mounted amber high-intensity rotating, flashing, oscillating, or strobe light. Safety lights shall be visible from all directions and not obstructed from view by tanks and equipment mounted to or towed behind the spraying equipment. If a safety concern has been raised, and at the direction of KDOT personnel, the County will be responsible for supplying and placing of traffic control signs for a mobile operation per Chapter I of the KDOT Highway Sign Manual. All workers shall wear approved safety vests according to 23 CFR 634, "Worker Visibility".
11. This agreement shall terminate December 31st of this year, except records shall be maintained in accordance with Section Six above. Termination may be sooner by a ten day written notice from either party to the other. It is agreed further that this contract can be renewed for three consecutive years at the option of the Secretary upon a 30-day written notice to the contractor prior to December 31st of the current year. The contractor and the Secretary agree that all terms of the renewal will remain the same unless either party determines that the price of the chemicals should be re-negotiated.

This agreement is officially adopted by the Board of County Commissioners and recorded in the official records of the proceedings of said Board.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized officers or representatives.

SECRETARY OF TRANSPORTATION

THE BOARD OF COUNTY COMMISSIONERS

BY _____
 District Engineer

BY _____
 Title:



COUNTY APPRAISER'S OFFICE
Staff Update

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

STAFF REPORT

FROM: Greg McHenry
MEETING: January 6, 2022
SUBJECT: Appraiser's Office Report
PRESENTER: Greg McHenry, County Appraiser

APPRAISER'S OFFICE REPORT
BOCC

January 6th, 2022

APPRAISER'S OFFICE OVERVIEW:

- Personal Property forms were mailed December 30th. This mailing represents approximately 3,600 accounts (businesses, apartments, mobile homes, watercraft, 16M & 20M tagged trucks, heavy trucks, non-hwy vehicles, ATV's, golf carts, etc) which we're starting to process and value. The deadline for property owners to return their completed forms is March 15th. It's important that the completed forms are returned by that date since statutory penalties are applied to late filings.
- The Appraiser's Office has begun the annual 2022 Final Review process, and will be complete in early-February. During the Final Review process, values are chosen for all the approximately 26,000 real estate parcels in the county. During Final Review our appraisers will be choosing 2022 values based on each property's January 1st status. We're scheduled to mail the CVN's on February 15th, which is earlier than the PVD deadline (March 1st) for mailing CVN's. We'll be starting our 2022 final review process

next week. During final review our appraisers choose values for the approximately 26,000 properties in our county.

- We've begun doing 2021 Payment Under Protest (PUP) appeals for real estate parcels. We hope to be able to wrap those up by mid-January.
- We've received the 2022 Agricultural Use Land values from PVD this week. Overall, the values are similar to last year or had slight increases.
- Our attorney, Mike Montoya, filed an appeal in Court of Appeals for the 2018 Home Depot valuation case.
- We've had 1,688 real estate sales in 2021, with 1,468 of those being home sales. The median sale price for homes was \$205,000. The average sale price was \$227,905. Our median residential sales ratio is currently 90%. In addition there have been 389 building permits in 2021.
- We have several Board of Tax Appeals (BOTA) cases currently docketed for trial. Pending cases include: Central National Bank (2019, 2020), Genesis (2020, 2021), Hilton Garden Inn (2020), Holiday Inn-Campus (2021), Holiday Inn Express (2021), Home Depot (2020), Houston St Ballroom (2020, HyVee (2020), IHOP (2019), Icon (2020, 2021 3 parcels), Little Apple Honda/Toyota (2020), Manhattan Marketplace (2020), Midtown Plaza (2020), Parkwood Hotel (2020, 2021), Target (2020, 2021), Walgreens (Anderson Ave, 2020, 2021), Walgreens (Bluemont Ave, (2020, 2021), Westloop (2020, 2021).

Enclosures:



EMERGENCY MANAGEMENT
Staff Update

Russel Stukey
Emergency Management
Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6333

STAFF REPORT

FROM: Russel Stukey

MEETING: January 6, 2022

SUBJECT: Staff Time

PRESENTER: Russel Stukey

Enclosures:

- 11, 2021 November_December staff time (DOCX)



Monthly staff time report to BOCC,

During November and December departmental staff have been involved in the following items:

911

- Completed a walk thru with KSU PD dispatch staff and State 911 council staff as preliminary step to move KSU PD to next gen 911. Since that walk thru Edwards Hall where KSU PD is currently located received significant roof damage from the recent wind storm. It is my understanding KSU has made the decision to not permanently repair the building and will move KSU PD to a different building. This will cause a delay in the installation of the next gen 911 consoles
- 911 Working group monthly meeting
- Had preliminary discussions with Ka-Comm about bringing additional counties onto our radio system

Fire

- Attended several department head meetings
- Participated in several evening sessions of county fire training
- Working with Anderson Knight Architects for fire station construction projects
- Continue to accept and process applications for volunteer firefighters
- Dealing with staff and volunteer personnel issues
- Completed our project with RC EMS on medical first responder program documentation
- Waiting on delivery of new slide in unit to get the “new to us” forestry truck into service
- Working with HR to update policy manual
- Working with HR on several personnel issues
- We will continue to keep looking for good used apparatus, a pumper/tanker is high on our list of needs.
- Working with Public Works for road maintenance to county radio towers
- Deputy Chief Russell is working hard on equipment and building maintenance.
- Deputy Chief Martens is working hard updating administrative procedures, social media and online incident reporting
- Held annual station officer elections
- Working with Tami and staff on end of year budget process
- Researched multiple county burn resolutions and met with County Counselor, County Attorney and RCPD to review county burn resolution and discuss possible updates
- Dealt with illegal burning of old trailer houses, referred incident to KDHE and as a result revoked a burn permit for the remainder of 2021 and will deny a 2022 permit to the associated party
- Completed employee annual performance reviews
- Received recruitment and retention grant from KS Fire Marshal Office for \$3,400, we will use this to purchase new helmets



Deputy Chief Russell

- Responding to multiple calls
- Station repairs
- Getting Brush 114 ready for new Skid Unit that we ordered. Still waiting on delivery of skid unit.
- Scheduled and arranging County fire trainings.
- Attended county trainings
- Assisted PD with a few calls.
- Participated in equipment committee meeting

Deputy Chief Martens

- We are still working on the relabeling of several trucks and station signs across the district to complete this transition
- Developed a plan to digitize and better store/backup fire district important documents including former personnel files, old incident reports, and inspection data through support from Riley County IT.
- Completed mutual aid agreement regarding RCFD #1 response to medical calls
- Completed and passed Fire Inspector I educational class to better serve the county in future education, code enforcement, and inspection duties
- Updating new hire process to focus more detail on firefighters specific station assignment, updated orientation process, and onboarding test to ensure readiness
- Working on draft of updated Fire District SOG's specific to fire ground operations
- Preparing for RCFD awards Banquet
- Gave new PIO a tour of some of our fire stations and visited the Hilltop Rd fire scene that occurred the day of the extreme wind event
- Working with RCEMS to present commission options for North County EMS coverage.
- Reviewing and the radio reprogram options to optimize our new system and fine tune for many years to come. Should be complete by March.
- Finalizing RCFD#1 Member survey to gain insights and information on how to fine tune our hiring, recruitment, and retention efforts.
- Preparing the Ashland Fire Station replacement documents and planning/development required steps for land use
- Updating and finalizing volunteer officer job descriptions (Battalion Chief, Captain, Lieutenant)
- Fire Medical Responder (Medical only role) job description and planning
- Approximately 50% completed with draft phase of the updated RCFD#1 SOG's



Emergency Management

- Monitored severe weather moving through the area
- Mobile command post has been returned from repair shop in Kansas City. We will now work on the modernization process that was approved through CIP prior to the incident that damaged the MCP
- Constantly working on radio system management, signing agreements with neighboring agencies to share talk groups, updating older radios with new software so that they can operate on the new system, analyzing opportunities to lower the annual operating costs of the 911 system
- Have had numerous discussion with fellow EM's and state personnel about the status of the IMT/IST team and KDEM's apparent desire to control it, this is an ongoing issue we will be dealing with for the foreseeable future
- Worked several KSU football games
- Working with Public Works to figure out best way to maintain access roads to radio towers.
- Attended multiple commission meetings
- Working with David Adams and John Ellerman on proposed Emergency Services building
- Attended KEMA board meeting in Salina and numerous ZOOM meetings for KEMA
- Attended ESD meeting at MFD
- As past president I had the honor of presenting KEMA award to a KEMA member from Shawnee County and also two KDEM staff members
- Participating in a winter weather shelter planning group which consists of RCEM, RCEMS, MFD, RCPD, United Way, BeAble, MESI, RCPIO and Regional COAD
- Traveled to KC to retrieve repaired MCP
- Worked with Appraisers office to assess damage from extreme wind, not much damage found
- Participated in NEKHSC meeting in Topeka and was elected to the Chairman position of the NE KS Homeland Security Council

EM Coordinator Laurie Harrison activity EM/911:

- Conducted monthly siren test
- Participated in LEPC with IPPW
- Participated in 911 working group
- Participated in KEMA Board meeting
- Attended IPAWS webinar
- Attended NE regional KEMA meeting
- Attended software training for KEMA treasurer position
- Attended KEMA conference planning meeting
- Attended NE regional Homeland Security Council meeting
- Attended winter weather shelter planning meeting
- Scheduled shelter operations training with American Red Cross and other volunteer agencies in the community

**Riley County Emergency Management****Riley County Fire District #1**

115 N. 4th Street
Manhattan, Kansas 66501
Phone: 785-537-6331
Fax: 785-537-6331
www.rileycountyks.gov

- Updating shelter facilities contacts
- Continue to review Emergency Operations Plan
- Update COOP plans
- Continue to work with grad student on project in county training day

Baldwin Fisher

- Complete review of FD#1 COOP Plan
- Update ESF 2 with partner agencies
- Update Tier II reporting files for 2020

Russel Stukeley, Emergency Services Director



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Work Session

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

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: January 6, 2022

SUBJECT: Review of Flint Hills Regional Council Formation Documents and Requested 2022 Dues Increase to Members; Possible Appointment of Council Representative for 2022

PRESENTER: Clancy Holeman

BACKGROUND

Recently this Board has had discussions regarding both the identifiable benefits of Riley County's continued participation in the Flint Hills Regional Council (hereinafter "FHRC") and the 2022 dues increase requested by the FHRC.

This Board has requested the opportunity to review the formation documents of the FHRC and discuss the foregoing two matters.

This issue was first before this Board December 30, 2021. Discussion was held. Then this matter was tabled for further discussion to today's date.

DISCUSSION

Attached for the Board's review is a cover letter (dated "December 21, 2021") from the FHRC Board President. (Attachment A)

1. That cover letter gives this Board a deadline of January 15, 2022 to confirm by email this Board's 2022 appointment to the FHRC.
2. That cover letter advises that the next FHRC Board meeting will be by zoom January 21, 2022.

3. That cover letter advises the deadline for Riley County's payment of its 2022 FHRC dues is "on or before January 31, 2022."

That cover letter included the invoice for Riley County's 2022 FHRC membership dues. (Attachment B)

The formation documents for the FHRC were signed off on by Riley County and are included today. That "Interlocal Cooperation and Members' Agreement" (Attachment C) Article VIII of Attachment C, titled "Term of Agreement" allows Riley County to end its membership in the FHRC at any time: "any party hereto may terminate its obligations hereunder and may cause its representatives to withdraw as a director of this Council at any time... ." Article IX of Attachment C, titled "Miscellaneous," provides notice of any such withdrawal from the FHRC is given within 72 hours a writing is sent to the other party by "first class mail, registered, or certified, postage prepaid, and properly addressed to the party... ."

As noted above, the second page of Attachment A requires Riley County to pay its invoiced 2022 dues "on or before January 31, 2021." Reading those provisions of Attachments A and C together: If the Board decides to either make payment for the invoiced 2022 dues or determines to withdraw effective that date, I recommend you mail FHRC your intention to do so no later than January 25th, 2022, if possible. That date of mailing would avoid having the third day after mailing occur on a weekend day. (It is not required the notice effective date be on a weekday. I'm just suggesting this approach as a potential courtesy to the FHRC.)

Attachment D is a letter dated December 11, 2009 to the Riley County Commission which described the perceived need to form the FHRC.

Attachment E is the "Not for Profit Articles of Incorporation of Flint Hills Regional Council, Inc."

Attachment F is the "Tenth Amended Bylaws of Flint hills Regional Council, Inc." The final paragraph of Attachment F, Article I, Section 1.4, p.4, of Attachment F provides: "In accordance with applicable law and as may be authorized by the Council (including the collection of appropriate charges), any member or agent or attorney of any member shall have the right to inspect...any...records of the Council." That provision of the FHRC bylaws allows this Board to examine all records of the FHRC. Attachment F, Article I, Section 2.4(h), p.7, allows the FHRC to "borrow money from an institution at which Flint Hills Regional Council has an open account at such rates of interest as the Council may approve, by resolution approved by a supermajority vote of the Board of Directors." Attachment F, Article III , Section 1.3(a), p.14, gives any member of the FHRC the right to resign, but requires written notice to the secretary of the FHRC. And any obligations or commitments made by the member to the Council "prior to resignation" remain in place. Attachment F, Article III, Section 1.3(b) and (c), p.14, gives the FHRC the right to "expel," "suspend," or "terminate...membership" of any member who does not pay dues "when due," or who does not pay the FHRC "assessments or other monetary amounts due."

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As noted above, the second page of Attachment A requires Riley County to pay its invoiced 2022 dues "on or before January 31, 2021." Reading those provisions of Attachments A and C together: If the Board decides to either make payment for the invoiced 2022 dues or determines to withdraw effective that date, I recommend you mail FHRC your intention to do so no later than January 25th, 2022, if possible. That date of mailing would avoid having the third day after mailing occur on a weekend day. (It is not required the notice effective date be on a weekday. I'm just suggesting this approach as a potential courtesy to the FHRC.)

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pay dues "when due," or who does not pay the FHRC "assessments or other monetary amounts due."

FISCAL IMPACT

The 2022 dues request is set out in the invoice. (Attachment B)

RECOMMENDATION(S)

Please review and advise whether the BOCC intends, at this time, to authorize payment of the 2022 dues request in Attachment B.

Please review and advise whether the BOCC intends to continue its membership in the FHRC or intends to resign its membership.

Please review and advise if you intend to appoint a BOCC member to serve on the FHRC in 2022.

POSSIBLE MOTION(S)

A. "I move the Board authorize payment of the FHRC 2022 dues request in the invoice presented."

B. "I move the Board not authorize payment of the FHRC 2022 dues request in the invoice presented."

C. "I move the Board appoint Commissioner _____ to serve on the FHRC in 2022."

D. "I move the Board have further discussion on the matter presented."

E. "I move the Board take the following action... ."

Enclosures:

- FHRC E-mail (TIF)
- FHRC_Resolution_12102021-2 (PDF)
- Attachment A Cover Ltr (PDF)
- Attachment B Invoice (PDF)
- Attachment C Interlocal Cooperation Agreement (PDF)
- Attachment D Ltr (PDF)
- Attachment E Articles of Incorporation(PDF)
- Attachment F Tenth Amended Bylaws (PDF)

Keirsten Cragg

From: Cindy Kabriel
Sent: Wednesday, January 5, 2022 10:32 AM
To: Keirsten Cragg
Subject: FW: Riley County Commission Agenda 1.6.21
Attachments: FHRC_Resolution_12102021-2.pdf

Cindy Kabriel
 Administrative Assistant II
 Riley County Clerk's Office
 110 Courthouse Plaza, B118
 Manhattan, KS 66502
 phone: (785) 565-6202
 fax: (785) 537-6394
 e-mail: ckabriel@rileycountyks.gov

From: Janna Williams [mailto:jwilliams@flinthillsregion.org]
Sent: Wednesday, January 5, 2022 10:30 AM
To: Cindy Kabriel <ckabriel@rileycountyks.gov>
Cc: Richard Weixelman <tewrich2@gmail.com>; Linda Morse <littleapplevoter@yahoo.com>; Rich Vargo <rvargo@rileycountyks.gov>; Clancy Holeman <choleman@rileycountyks.gov>
Subject: Re: Riley County Commission Agenda 1.6.21

Cindy,

On behalf of the Flint Hills Council Executive Committee I would like to forward Resolution **12102021-2, A RESOLUTION OF THE FLINT HILLS REGIONAL COUNCIL, INC.'S ENDORSEMENT OF A 2016 LOAN EXTENSION THROUGH CENTRAL NATIONAL BANK TO MAY 14, 2022** to the Riley County Commission and Counsel, noting the following text:

***WHEREAS,** the Flint Hills Regional Council Board of Directors voted to increase membership dues from*

\$0.60 to \$0.90 on November 30, 2021 for operational purposes;

***WHEREAS,** the Flint Hills Regional Council has stayed on track with the goal to pay off the loan as quickly as financially feasible in order to financially stabilize the organization, and is committed if financial capacity allows to pay off the loan in 2022 or alternatively to continue to implement the tentative three year pay-off plan goal of paying off the loan by December 2023.*

The Resolution expresses the goal and **priority** of the council is to pay off the loan in 2022 with the increased dues. The "financial capacity" refers to receipt of all 2022 invoiced dues and pledged cash match. FHRC members and our regional Economic Development Organizations have been extremely supportive in providing the match for our 2021-2024 EDA grant cash and in-kind match which has made it financially feasible to make larger loan payments in 2021 and will continue in 2022.

**A RESOLUTION OF THE FLINT HILLS REGIONAL COUNCIL, INC.'S ENDORSEMENT OF A 2016 LOAN
EXTENSION THROUGH CENTRAL NATIONAL BANK TO MAY 14, 2022**

RESOLUTION 12102021-2

WHEREAS, the Flint Hills Regional Council (FHRC) passed a resolution on November 20, 2015 to enter into a loan in the amount of \$150,000 at a 4% interest rate with Central National Bank that per Resolution 11202015 was to be prepared to cover expenditures of a Federal Transit Administration (FTA) grant as to not jeopardize the financial management of the Flint Hills Regional Council in the event of a shortage of funds;

WHEREAS, the Flint Hills Regional Council entered into a loan with Central National Bank on January 5, 2016, of which was for a one-year term through January 5, 2017, with a line of credit feature in the amount of \$150,000;

WHEREAS, the Central National Bank agreed to extend the maturity date by one year in 2017, and in 2018, retaining the line of credit in the amount of \$150,000 through January 2019;

WHEREAS, the Flint Hills Area Transportation Agency (ATA) assumed management responsibility of the FTA grant award in 2018, with the Flint Hills Regional Council serving as a pass through fiscal agency only with the last payment made in January 2020, and Flint Hills ATA and Flint Hills Regional Council worked together to close out the Federal Transportation Authority grant award on November 6, 2020;

WHEREAS, the Central National Bank agreed to extend the maturity date by one year again in 2019 through January 2020 in the amount of \$150,000, with a term to end the advancement feature;

WHEREAS, the Flint Hills Regional Council requested Central National Bank to refinance the loan in January 2020, and to enter a new agreement with a two-year term with an interest rate of 4.5% and set minimum payments of \$1,500 each month, with a balloon payment for the remaining balance to be paid in full due at maturity on January 14, 2022, and per Resolution 01102020 the Flint Hills Regional Council entered into the new loan agreement on January 14, 2020 with a starting balance of \$128,400;

WHEREAS, the balance of the loan as of January 2021 was \$117,051;

WHEREAS, the Flint Hills Regional Council has taken several actions in 2021 in an effort to pay down the loan including in February 2021 the Board of Directors voting to approve a tentative three-year pay off plan;

WHEREAS, the Flint Hills Regional Council converted to a pay-to-play model in February 2021 with the 2021-2024 Economic Development Administration Partnership Planning Grant, as the Flint Hills Regional Council requested and obtained commitments from economic development organizations to pay cash and/or in-kind contribution totaling \$66,048 of a \$70,000 match requirement prior to submitting a three-year grant application in February 2021;

WHEREAS, the Flint Hills Regional Council began in April 2021 to increase payments each month to meet the year-one tentative pay-off plan goal of paying \$44,460 and successfully met this goal by December 2021;

WHEREAS, the Flint Hills Regional Council has been in continuous communication with Central National Bank throughout 2021 about the loan to provide updates as to strategies being considered to assist with paying off the loan;

WHEREAS, the Flint Hills Regional Council accepted a grant award in August 2021 through the Department of Defense that will assist the organization in developing a sustainability plan in an effort to continue progress toward becoming a more sustainable organization in order to continue to provide support to Fort Riley and the Flint Hills region;

WHEREAS, the Flint Hills Regional Council Board of Directors voted to increase membership dues from \$0.60 to \$0.90 on November 30, 2021 for operational purposes;

WHEREAS, the Flint Hills Regional Council has stayed on track with the goal to pay off the loan as quickly as financially feasible in order to financially stabilize the organization, and is committed if financial capacity allows to pay off the loan in 2022 or alternatively to continue to implement the tentative three-year pay-off plan goal of paying off the loan by December 2023.

WHEREAS, the balance of the loan as of the date of this resolution is \$77,039.10, and the Central National Bank has offered to extend the loan to May 14, 2022 with the same terms including a 4.5% interest rate with minimum payments of \$1,500.

NOW THEREFORE BE IT RESOLVED that the Flint Hills Regional Council Board of Directors accept Central National Bank's proposal to extend the loan to May 14, 2022 under the same terms; and to be signed by both the Board President and the Board Treasurer as authorized by the Flint Hills Regional Council on or before its existing maturity date of January 14, 2022.

This resolution replaces Resolution 01102020 and is adopted by the Flint Hills Regional Council Board of Directors effective on December 10, 2021.

Richard L. Weixelman
Richard Weixelman, President
Flint Hills Regional Council

12-10-2021
Date

Dee McKee, Vice President
Flint Hills Regional Council

Date

Linda Morse
Linda Morse, Treasurer
Flint Hills Regional Council

12-13-21
Date

Pamela L. Bales
Pam Bales, Secretary
Flint Hills Regional Council

12-13-21
Date

FLINT HILLS REGION

December 21, 2021

Mr. Rich Vargo
Riley County
110 Courthouse Plaza
Manhattan, KS 66502

RE: Flint Hills Regional Council Membership Dues Assessment

Dear Mr. Vargo,

We are looking forward to 2022 with many exciting and impactful initiatives, projects, and efforts planned or already underway--bringing value and significant grant funding to our Flint Hills Region.

In 2021, the Flint Hills Regional Council (FHRC) accomplished many of the goals set for the year. The following are some 2021 Highlights for your review. A full list is attached.

- **Completion of New Website**
- **Constant Contact & Enhanced Social Media Presence**
- **Revised Bylaws**
- **Revised Employee Handbook (In Progress)**
- **Fiscal Management Policy (In Progress)**
- **Grant for Sustainability Plan, Grant Management Training and Policy Development**
- **Identify Strategy for Sustainable Path Forward**
- **Apply for New Funding Opportunities**
- **Assess Membership Structure & Dues**
- **Saint George Comprehensive Plan**
- **Chase County: Housing Conditions Assessment**
- **Grant Writing for Build Back Better Application**
- **CEDS Review & 2021 Update**
- **Finalize Ogden Comp Plan with Community Survey and Housing Assessment**
- **Needs Assessment System for Grant Needs**
- **Junction City and Manhattan EPA Area Wide Plans**
- **Junction City Housing Conditions Assessment**
- **Military Installation Resiliency Study and Action Plan (Completion Jan 2022)**
- **Green Valley Transportation Plan (completion Jan 2022)**
- **UAS Corridor Comprehensive Plans and Updates**
- **Regional Business Confidence Survey**
- **Regional Economic Impact Analysis (In Progress)**
- **Regional Skills Gap Analysis (In Progress)**
- **Regional River Trail and Concept Plan with NPS**

The official designation as the Flint Hills Economic Development District (FHEDD) brings great potential to the region. This year our economic development organizations provided the match for our Economic Development Administration (EDA) Planning Partnership (50/50) matching dollars that allow the Flint Hills Regional Council to stretch our local dollars further, bringing in additional grant revenue to the region,

FLINTHILLSREGION.ORG

ATTACHMENT A

FLINT HILLS REGION

and coordinating and implementing our seven-county Flint Hills Economic Development District (CEDDS) plan. This commitment is for the next three years. We would like to thank the following organizations for these generous donations of cash and in-kind time: The City of Junction City, the Junction City/Geary County Area Chamber of Commerce and EDC, Greater Morris County Economic Development Corporation, Wabaunsee County Office of Economic Development, Pottawatomie County Economic Development Corporation, City of Manhattan and the Manhattan Area Chamber of Commerce.

It is our hope that you will continue to support the Flint Hills Regional Council and let us know how we can assist you. We provide additional services as able including grant writing for recovery and resilience planning, and other technical assistance to help your community.

Your community's participation and membership has been essential to the success of the region and has helped change the tone of conversation to one of partnership and collaboration. Though the region continues to experience change, the commitment of the communities to work together as a region remains strong, especially as we work to become more resilient, improve quality of life, and enhance economic vitality.

In order to retain our Flint Hills Economic Development District designation and continue to implement our regional economic development plan and other initiatives, your financial support is critical to pay for unfunded costs and commitments. As you know, the FHRC Board voted to approve an increase in dues for 2022 at the November 30th board meeting. The annual dues of \$.60 per capita, based on the 2010 Census population was increased to \$.90 per capita for 2022. This action was in support of the need to retire the loan (previously a line of credit) and enable the Regional Council to become financially sustainable in 2022. The Riley County membership fee is therefore based on the official 2020 Census population of 14,669.

As we near the end of 2021 and prepare for 2022, we are asking all members for the following for our records:

1. Your current Board Appointment is Kathryn Focke. Please confirm your 2022 Board Appointment, with new contact information for your 2022 Board Appointment via e-mail to JWilliams@Flinthillsregion.org by January 15, 2022.
2. Our next regularly scheduled Board meeting will be held via zoom on **January 21, 2022**. We would like to make sure your Board Appointment is aware of this meeting date, as we may have several new appointments. (For zoom link information go to: <https://flinthillsregion.org/2022-meeting-schedule/>).
3. Please submit payment of membership dues in the amount of **\$13,202.10** made payable to Flint Hills Regional Council, Inc. **on or before January 31, 2022** to PO Box 514, Ogden, KS 66517.

Thank you for your continued support and involvement to ensure the best possible future for our region. If you have any questions, please reach out to me or the FHRC staff. **We look forward to working with you in 2022!**

Sincerely,

Richard L. Weixelman

Richard Weixelman
FHRC Board President
Cc: Kathryn Focke

Attachments: 2022 Invoice, 2021 Highlights & Accomplishments, 2021 Service Value Per County

FLINTHILLSREGION.ORG

Attachment: Attachment A Cover Ltr (11796 : Flint Hills Regional Council Formation Documents)

Flint Hills Regional Council, Inc.

Invoice

P.O. Box 514
Ogden, KS 66517-0514

1/3/2022

FHRC-14-234

Riley County
Attn: Rich Vargo, County Clerk
110 Courthouse Plaza
Manhattan, KS 66502

Flint Hills Regional Council, Inc.
P.O. Box 514
Ogden, KS 66517-0514

Quantity	Description	Amount	Total
14,669	Member Assessment	New Member Assessment: \$.90 per capita	13,202.10

DIRECT ALL INQUIRIES TO:
Flint Hills Regional Council
P.O. Box 514
Ogden, KS 66517-0514
(785) 203-8086
Email: JWilliams@flinthillsregion.org

Total

\$13,202.10

ATTACHMENT B

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

THIS INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT (this "Agreement") is made and entered into effective as of the last date of signature indicated below, by and between Geary County, Kansas, Pottawatomie County, Kansas, Riley County, Kansas, the City of Clay Center, Kansas, the City of Manhattan, Kansas, the City of Wamego, Kansas, and the City of Junction City, Kansas, and such members as may hereafter become a party to this Agreement (each individually, a "Member" and collectively, the "Members").

RECITALS

A. The Members are cities and counties in the State of Kansas which comprise a regional area and have adjoining and contiguous jurisdiction; and

B. A need exists for regional cooperation in the development and implementation of regional plans and cooperative services, in order to promote the general health, welfare and prosperity of its citizens; and

C. The Members desire: to insure the timely and appropriate implementation of such regional plans and services; to provide an intergovernmental forum for the determination of region-wide goals and priorities; to assist in the improvement of public administration practices and urban and civic affairs throughout the region; and to promote the interests of governmental efficiency and economy for the purpose of benefiting the residents of the governmental jurisdictions of the Flint Hills Regional Area (as defined below); and

D. The Members are entering into this Members' Agreement to set forth certain of their respective rights and obligations with respect to a not-for-profit corporation to be formed by the members, to be known as Flint Hills Regional Council, Inc. (the "Council"), in addition to the Members' rights and obligations to be set forth in the Council's Articles of Incorporation, the form of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Articles"), and in the Council's initial Bylaws, as amended, the form of which is attached hereto as Exhibit B and incorporated herein by this reference (the "Bylaws").

E. WHEREAS, the Kansas interlocal cooperation Act, K.S.A. 12-2901, *et seq.* (the "Act") authorizes the parties hereto to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

ARTICLE I. REGION

The parties hereby designate all territory embraced within the Counties of Geary, Pottawatomie and Riley in Kansas, and such territory within the counties of Kansas as

may later join herein by proper action of the Council's board of directors, as the "Flint Hills Regional Area."

ARTICLE II. AUTHORITY OF MEMBERS

A. Each of the Members agrees and confirms that it is empowered to contract with and cooperate with other counties, municipalities, public agencies or political subdivisions of its own state, or with other states or their counties, municipalities or political subdivisions for the joint exercise and performance of certain powers, duties, and functions by virtue of the Act.

B. Each of the Members agrees and acknowledges that, in accordance with the Bylaws, the Council's board of directors shall have authority to admit additional Members which are counties, cities or political subdivisions within the Flint Hills Regional Planning Area from time to time, in accordance with the terms of this Agreement and the Articles and Bylaws.

ARTICLE III. FORMATION OF CORPORATION

Pursuant to the Act, the Members hereby authorize the formation and incorporation of a Kansas not-for-profit corporation to conduct the joint or cooperative actions contemplated by this Agreement. The name of such corporation shall be the Flint Hills Regional Council, Inc. The Council shall have such powers and authorities as authorized by Kansas law, including but not limited to K.S.A. 17-6001 *et seq.* and the Act, subject to the Articles and the Bylaws.

ARTICLE IV. SELECTION OF DIRECTORS OF CORPORATION

A. Number and Selection of Directors. Each Member agrees and acknowledges that, in accordance with the Bylaws, the Corporation's board of directors shall have the power to change the number of directors.

B. Formula for Director Representation. The Council's board of directors shall be appointed or elected subject to and in accordance with the procedures set forth in the Council's Bylaws. The Members agree and acknowledge, however, that in accordance with the Bylaws, the board of directors shall have authority to amend such representation formula as the board deems necessary to account for changes in Members, changes in the number of directors, or other factors deemed relevant to the board from time to time; provided, however that the board of directors shall not be authorized to reduce the number of a Member's director representatives without the written consent of the affected Member or the approval of three-quarters (75%) of the Members.

C. Procedures for Appointment of Directors. Except as otherwise provided herein or in the Bylaws, the manner and procedures by which Members appoint directors, or determine the directors for which they shall vote, shall be determined by the respective Members;

ARTICLE V. PRORATION OF EXPENSES AND FISCAL DUTIES

A. **Budget.** Each Member hereby agrees and confirms that the Council's board of directors shall have authority to approve the Council's annual budget and any amendments or supplements thereto, which budget shall be prepared and submitted for approval in accordance with the Articles and the Bylaws.

B. **Proration of Expenses and Time Payments.** Subject to the limitations of the Kansas budget and appropriation laws, as amended, each Member hereto agrees to provide funds, including but not limited to dues payments, for the operation and programs of the Council to carry out the purposes and intent of this Agreement and the terms of the Council's Articles and Bylaws. Upon approval of the annual budget of the board of directors, each Member agrees to include its share in its annual budget and appropriate the necessary funds therefore in conformity with the cash basis law, K.S.A. 10-1101, *et. seq.* In making such appropriation, each Member shall be governed by the provisions of this Agreement and the Bylaws. Such sums shall be due and payable when invoiced by the Council.

C. **Failure to Contribute to Budget.** In the event that any Member shall become delinquent in the payment of its contribution, and/or shall announce its intention to withdraw from the Council, the Council's board of directors may then, in its discretion, and following the provisions of the Bylaws, adjust its budget prorations accordingly and may take such action as is deemed necessary to discontinue the provision of such services as deemed desirable to such Member or accept such action by such Member as a withdrawal and release of obligations hereunder.

ARTICLE VI. AMENDMENTS

This Agreement may be amended at any time by the consent of three-quarters (3/4) of the Members that are parties hereto at the time an amendment is proposed. Members shall have 30 days to consider such proposed amendment. Said consent shall be evidenced by appropriate resolution of the respective Members (if such Members are public agencies, as defined in the Act) and a written agreement signed by the authorized representative of each Member. If an amendment is so adopted, it shall be filed with and form a part of this Agreement.

ARTICLE VII. SEPARABILITY

If any one or more provisions of this Agreement is declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected thereby.

ARTICLE VIII. TERM OF AGREEMENT

This Agreement shall continue in effect until it is rescinded or terminated by mutual resolution of all parties, and the duration of the Council shall be perpetual; provided, however, that any party hereto may terminate its obligations hereunder and may cause its representatives to withdraw as a director of this Council at any time, except that no such termination or withdrawal shall operate to terminate this Agreement as to the

other parties hereto. However, in the event that all remaining parties to this Agreement agree that the Council shall be completely terminated, the disposition of all assets and liabilities of the Council shall be distributed among such remaining parties based on the pro rata shares of their annual contributions to the budget of the Council, subject to and in accordance with the terms of the Council's Articles and Bylaws, or otherwise in accordance with the Act. In no event, however, will such a distribution occur in the event of a partial termination of this Agreement by less than all of the remaining Members thereof.

ARTICLE IX. FILING OF AGREEMENT

Pursuant to K.S.A. 12-2905, prior to its entry into force, this Agreement shall be filed with the office of the register of deeds of the respective counties where Members that are political subdivisions or public agencies are located and with the office of the Kansas Secretary of State.

ARTICLE X. MISCELLANEOUS

A. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument, but only one of which need be produced.

B. **Further Assurances.** Each party to this Agreement agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

C. **Headings.** Paragraph headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

D. **Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors, and permitted assigns.

E. **Validity of Agreement.** It is intended that each section of this Agreement shall be viewed as separate and divisible, and in the event that any section shall be held to be invalid, the remaining sections shall continue to be in full force and effect.

F. **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom the notice is to be given, or within seventy-two (72) hours after mailing, if mailed to the party to whom the notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed to the party at their address as set forth on the signature pages herein, or any other address that any party may designate by written notice to the others.

G. **Prior Agreements.** This Agreement contains the final and entire understanding and agreement between the parties with respect to the subject matters described herein.

H. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Kansas, without regard to its conflicts of laws rules.

I. **Real and Personal Property.** The parties to this Agreement do not presently anticipate that real or personal property will be jointly acquired, held or disposed of in furtherance of this cooperative undertaking. However, when and to the extent real or personal property is acquired, held or disposed of by one or more parties to this Agreement, that property shall be acquired, held and disposed of by such parties in accordance with any agreements among such parties and any laws or regulations that would normally govern those actions by such parties, including but not limited to the Act.

J. **Attorney General Approval.** Pursuant to K.S.A. 12-2904(g), this Agreement is intended to establish an organization for local governments for the study of common problems of an area or region and for the promotion of intergovernmental cooperation and, therefore, submission to and approval of the Attorney General of this Agreement is not required.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the last date of signature indicated below.

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 17th day of November, 2009



Cathy Wohler
City Clerk

Sharon J. Brown, Mayor

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

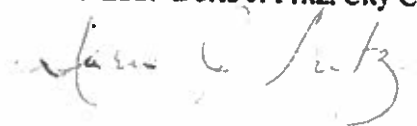
ADOPTED the 10th day of December, 2009 by the City of Riley City Council. Motion by David Shover to join the Regional Planning Organization and authorize Mayor Donnie Wilson to sign the agreement. Second by Garrett Gabriel. Motion passed 5-0.

CITY SEAL



Donald L. Wilson, Jr., Mayor

WITNESS: Doris J. Fritz, City Clerk



INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 14 day of December 2009



ATTEST Rebecca Bossmeyer, Geary County Clerk

R. R. Rums - chair
Florence C. Whitbread
Jim Hicks

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 14th day of December 2009



ATTEST

Alan Hartwick
Council Secretary
[Signature]

PASSED AND ADOPTED THIS 15TH DAY OF DECEMBER, 2009, BY THE
GOVERNING BODY OF THE CITY OF MANHATTAN, KANSAS.



ATTESTATION:



GARY S. FRIES, MMC
City Clerk

CITY OF MANHATTAN:



BOB STRAWN,
Mayor

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 15th day of December 2009



[Signature]

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 15th day of December 2009



ATTEST

[Signature]

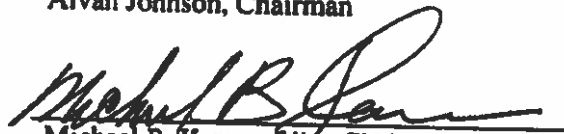
[Signature]

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 17th day of December 2009.

Riley County Board of Commissioners

Alvan Johnson, Chairman


Michael B. Kearns, Vice Chair


Karen McCulloh, Member

SEAL



ATTEST:


Rich Vargo, County Clerk

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 28th day of December 2009



ATTEST

Lizbeth E. Hale
Secretary
Flint Hills Regional Council
Flint Hills Regional Council
Mark E. Brown

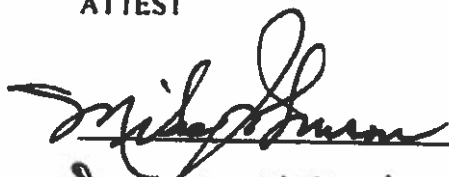
Seth L. Hughes
Flint Hills Regional Council
Flint Hills Regional Council

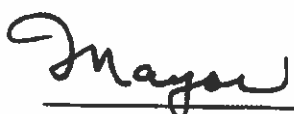
INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 5th day of January 2010

SEAL

ATTEST


Beaudia Anderson


City Clerk

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 12th day of January 2010

SEAL



ATTEST

Michelle Garrett
Michelle Garrett
Morris County Clerk

BOARD OF COUNTY COMMISSIONERS
OF MORRIS COUNTY, KANSAS

F.J. Revere
F.J. Revere, Chairman
Vern Hay
Vern Hay, Member
Diana K. Jost
Diana K. Jost, Member

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 12TH day of JANUARY 2010

SEAL

ATTEST

Carl FriedrichDebra RothMayorCity Clerk

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 21st day of June 2010



ATTEST

Kimberly C. Savage, Wabauensee County Clerk

Ervan Stuewe

Ervan Stuewe, Commission Chair
Wabauensee County

Rodney Allen, Vice Chair
Wabauensee County

James Suber
James Suber, member
Wabauensee County

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 3rd day of August 2010

SEAL

ATTEST

Ray L. Hoffhaus
Paul Jacob

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 9th day of August 2010

SEAL

ATTEST

[Signature] mayor

[Signature]

[Signature]

[Signature]

Mary Sue Rolley

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 21st day of September 2010

SEAL



Shawn K White
City Clerk

ATTEST

[Signature]
[Signature]
[Signature]
[Signature]

Daniel Dieter

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 30th day of November 2010



ATTEST

Galen W. Johnson (MAYOR) _____
Flint Hills City Clerk _____

INTERLOCAL COOPERATION AND MEMBERS' AGREEMENT

ADOPTED this 3rd day of January 2010

SEAL

ATTEST

Joe Forman

Dotti Essary

Rich Parker

Charles E. Gleason

Baron Werner

Paul H. Lloyd

*RC signed but never
formed or filed*



Flint Hills Regional Council

PO Box 514
Ogden, Kansas 66517

June 12, 2017

TO: Riley County Commission

FROM: Sondra Clark
Flint Hills Regional Council

SUBJECT: FOR SIGNATURE - FLINT HILLS COORDINATED TRANSIT DISTRICT #4
INTERLOCAL AGREEMENT

The Flint Hills Regional Council (FHRC) appreciates your willingness to participation in the Flint Hills Coordinated Transit District (CTD) #4 Regional Public Transit Coordination Board (RPTCB). Coordination of transportation resources benefits the community and its residents. It also ensures that tax payer dollars are appropriately expended by making the most cost-effective use of available resources.

The Mission of the CTD is *"To facilitate the highest quality public transportation systems, which are safe, secure, and accessible to the central Flint Hills region."*

Before you today for signature is the Flint Hills Coordinated Transit District #4, Regional Public Transit Coordination Board Interlocal Agreement. This Agreement is the last step in formalizing the RPTCB. Once all required signatures are obtained, the document will be filed with the County Register of Deeds. A copy of the document will also be sent to the Kansas Attorney General.

www.flinthillsregion.org
885-785-3472

Enhancing the economic viability and improving the quality of life
through regional collaboration in the Flint Hills.

Attachment: Attachment C Interlocal Cooperation Agreement (11796 : Flint Hills Regional Council Formation Documents)



Riley Co Clerk

**FLINT HILLS COORDINATED TRANSIT DISTRICT #4
REGIONAL PUBLIC TRANSIT COORDINATION BOARD
INTERLOCAL AGREEMENT**

Parties

This FLINT HILLS COORDINATED TRANSIT DISTRICT INTERLOCAL AGREEMENT (this "Agreement") is entered into by and among: (1) Dickinson County, Kansas, a Kansas county ("Dickinson County"); (2) Pottawatomie County, Kansas, a Kansas county ("Pottawatomie County"); and (3) Riley County, Kansas, a Kansas county ("Riley County"), (sometimes collectively referred to as the "Parties" or individually referred to as the "Party").

Effective Date

WHEREAS, this Agreement shall be deemed effective after it has been signed by all of the parties, approved by the Attorney General of Kansas, and filed with the Register of Deeds of the counties that are parties to this Agreement and also filed with the Secretary of State as required by K.S.A. 12-2905 (the "effective date" shall be the last date on which any of the foregoing occurred).

Authority

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article 12, § 5 of the Kansas Constitution; K.S.A. 19-101a *et seq.*; K.S.A. § 12-2901 *et seq.*; and any other appropriate action by ordinance, resolution, or otherwise pursuant to the laws or rules and regulations of the respective governing body for each Party.

Purpose

WHEREAS, the purpose of this Agreement is to facilitate the Parties' commitment to engage in cooperative efforts towards the provision of a forum to develop strategies for the provision of coordination of public transit services throughout a seven county region that will make the most effective use of additional funding made available by state legislation as part of the Transportation Works for Kansas (T-Works) passed in 2010 and accessing state funds for such services that will be referred to as the Regional Public Transit Coordination Board ("RPTCB"); and

WHEREAS, the Parties desire to plan, manage, and coordinate public transit and other transportation services that will serve the Flint Hills Coordinated Transit District (CTD) #4 which covers all or parts of the jurisdictions of the Parties; and

Agreement

NOW THEREFORE, in consideration of the promises and mutual covenants herein, the Parties agree as follows:

I. **Organization of the Regional Public Transit Coordination Board ("Regional Public Transit Coordination Board")**. The Regional Public Transit Coordination Board shall consist of the following members (the "**Members**"):

- i. A member or a designated representative of the Board of County Commissioners from Dickinson, Pottawatomie, and Riley counties appointed to the Regional Public Transit Coordination Board by the respective County Commission, and subject to removal by the respective County Commission;
- ii. To facilitate the coordination of transportation services and the provision of regionalized transit services for the Flint Hills Coordinated Transit District (CTD) #4, the Members appointed to the Regional Public Transit Coordination Board may be the same members appointed to the Flint Hills Coordinated Transit Council (CTC);
- iii. In addition to the appointment of the individual to serve as a member of the Regional Public Transit Coordination Board, each Party may also appoint an elected official or a designated representative to serve as an alternate member and such person shall so serve whenever the primary appointment is unable to be present at meetings; and
- iv. To ensure coordination of services with the primary employer in the region, a non-voting representative from Fort Riley as appointed by the Commanding General shall serve on the Regional Public Transit Coordination Board.
- v. The Regional Public Transit Coordination Board shall be governed by and operate pursuant to the provisions of the Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*, as amended, and no business shall be transacted by the Regional Public Transit

Coordination Board outside of a "meeting" as defined by that act. For enactment, unless otherwise specified by state or federal law, all actions of the Regional Public Transit Coordination Board must receive an affirmative vote by a majority of the members of the Regional Public Transit Coordination Board personally or electronically present at the meeting of the Regional Public Transit Coordination Board during which such vote is taken.

2. **Purpose and Function of the Flint Hills Regional Public Transit Coordination Board.** The Regional Public Transit Coordination Board shall be a forum to develop strategies for the provision of coordinated public transit services throughout the seven county region that will make the most effective use of additional funding made available by the state legislature as part of the Transportation Works for Kansas (T-Works) passed in 2010. The Regional Public Transit Coordination Board shall be the governing board created to be the policy and decision making body for the CTD), as the case may be, with respect to the financing, planning and operations of RPTCB. In addition, to the extent the Parties desire to enter into a multi-party contractual arrangement with a transit system operator, the Regional Public Transit Coordination Board shall review the system operating plan and agreement on an annual basis, and the Regional Public Transit Coordination Board shall provide recommendations to the Parties as to form and content of such plan and agreement, and any amendments thereto. The Parties may delegate other duties or powers pursuant to a separate agreement among the Parties; provided that no such duties or powers shall contradict this Agreement or the Bylaws of the RPTCB. The RPTCB shall not have powers or authority of taxation.
3. **Administration.** The Flint Hills Regional Council, Incorporated (FHRC) shall be responsible for administering the joint undertaking contemplated in this Agreement as specified in a Memorandum of Understanding between the Regional Public Transit Coordination Board and the FHRC. Costs for administration and personnel incurred by the FHRC can be funded as permitted by any federal, state, or local funding or by the Parties as approved by the Regional Public Transit Coordination Board and agreed to by the Parties.
4. **Funds; Personnel and Service; Administrative Costs; Budget.** The Parties acknowledge and covenant that each has the power to appropriate funds, sell, lease, give, or otherwise supply to the Regional Public Transit Coordination Board, as the Parties deem necessary to sustain and further the purpose of the RPTCB, all personnel or services as may be within each Party's legal power to furnish. Each Party shall bear their own administrative costs related to participation on the Regional Public Transit Coordination Board. The Regional Public Transit Coordination Board shall establish and adopt a budget on an annual basis governing its operation and the expenditure of any and all federal grant monies received by the RPTCB. Further, the RPTCD budget shall reflect any and all monetary contributions received from the Parties.
5. **Real and Personal Property; Other Assets.** The Parties acknowledge that the Regional Public Transit Coordination Board shall be a separate legal entity, with the power to sue or be sued, to enter into contracts, to hold title to real and personal property, and to do all other acts reasonably necessary to carry out the purposes of this Agreement. The Parties shall only be deemed as members of the RPTCB and shall have no legal individual responsibility for the actions, or omissions, of the RPTCB. To the extent the Regional Public Transit Coordination Board acquires

any assets, including without limitation any real or personal property, the Regional Public Transit Coordination Board shall dispose of such asset(s) in a manner that is fair and equitable among the Parties and which is consistent with the requirements of any federal or state funding of such assets.

6. **Duration and Termination.** The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect until the fifth (5th) anniversary of the Effective Date of this Agreement. This Agreement shall automatically renew for successive five (5) year terms. Any Party may provide written notice to the Regional Public Transit Coordination Board of its intent to end their participation in this Agreement. Such notice shall be submitted at least 90 days prior to the automatic renewal date. Further, at any time during the Term of this Agreement, any Party may terminate their participation in this Agreement by providing written notice of termination to the Regional Public Transit Coordination Board at least 90 days prior to the specified termination date. If a Party exercises its right to terminate its participation hereunder, the other Parties may collectively agree to continue this Agreement in full force and effect. The remaining Parties shall agree to amend and restate this Agreement and make any necessary changes to any relevant agreements for the purpose of continuing the RPTCB.

7. **Miscellaneous.**

A. **Contracting.** The Parties acknowledge that the Regional Public Transit Coordination Board, as a separate and distinct legal entity, has the authority to enter into contracts on behalf of the RPTCB. The Regional Public Transit Coordination Board may enter into grant agreements but shall not commit any of the Parties to financial support of the grant or coordinated public transit services without the specific written consent of the Party.

B. **No Partnership.** The Parties acknowledge that this Agreement does not create a partnership or joint venture between and among the Parties.

C. **Immunity as a Defense.** No Party has agreed to waive any defense, right, immunity, or other protection under law, including those under the Kansas Tort Claims Act (K.S.A. § 75-6101 *et seq.*) and any other statutory provision, by entering into this Agreement or otherwise participating on the Regional Public Transit Coordination Board.

D. **Assignment.** The Parties agree that any assignment of transfer of any rights under this Agreement without the express and unanimous written consent of the other Parties shall be null and void.

E. **Entire Agreement.** This Agreement contains the complete and entire agreements of the Parties with respect to the matters covered herein and no change or amendment shall be valid unless it is made in writing and executed by all of the Parties.

F. **Severability.** If any section, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, and the remaining provisions shall remain in full force and effect.

G. **Approval and Authorization.** Each of the Parties warrants and represents by the execution of this Agreement that it has been approved by its legal counsel as to form and legality, that the execution, delivery and performance of this Agreement by such Party has been duly authorized and that this Agreement constitutes a legal, valid and binding obligation on the Parties.

H. **Records.** Each Party shall be given access to any and all records of the RPTCB upon request subject to any restrictions or limitations imposed by federal laws, regulations or state laws or regulations.

I. The provision found in Contractual Provisions Attachment (form DA146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

(This space is intentionally left blank.)

IN WITNESS WHEREOF, the Counties have caused this Agreement to be signed, on this and following pages, their duly authorized officers.

APPROVED THIS _____ DAY OF JUNE, 2017, BY THE BOARD OF COUNTY COMMISSIONERS OF DICKINSON COUNTY, KANSAS

Lynn Peterson, Chairman
Dickinson County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

Douglas Thompson
Dickinson County Counselor

Barbara M. Jones
Dickinson County Clerk

(This space is intentionally left blank.)

APPROVED THIS _____ DAY OF JUNE, 2017, BY THE BOARD OF COUNTY
COMMISSIONERS OF POTTAWATOMIE COUNTY, KANSAS

Dennis Weixelman, Chair
Pottawatomie County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

John Watt
Pottawatomie County Counselor

Nancy McCarter
Pottawatomie County Clerk

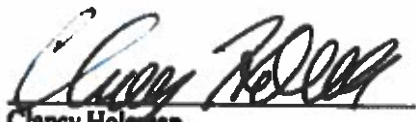
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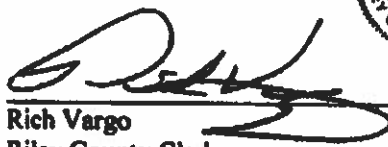
APPROVED THIS 22nd DAY OF JUNE, 2017, BY THE BOARD OF COUNTY
COMMISSIONERS OF RILEY COUNTY, KANSAS


Ron Wells, Chair
Riley County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:


Clancy Holman
Riley County Counselor


Rich Vargo
Riley County Clerk



(This space is intentionally left blank.)

RPO PROJECT

Launching a Regional Planning Organization

December 11, 2009

Commissioner Alvan Johnson
Riley County
115 North 4th St.
Manhattan, KS 66502

Dear Commissioner Johnson:

The Project Steering Committee, which has been working to establish a Regional Planning Organization, is pleased to present this Members Agreement regarding its creation to assist local units of government and citizens to work cooperatively to address common opportunities and deliver joint services.

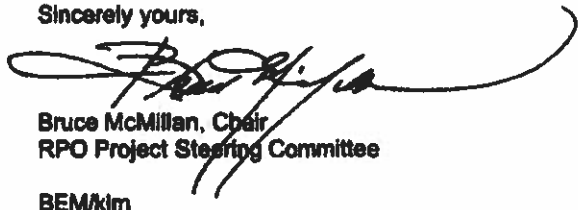
The Project Steering Committee, composed of elected officials and regional leaders, together with a Technical Management Team, composed of professional staff, has been exploring the feasibility of creating a regional planning organization for the past year. We have examined similar organizations in regions across the country and met with their leaders and staff at the annual meeting of the National Association of Regional Councils. We have been assisted by a team of consultants assembled by Bucher, Willis and Ratliff Corporation of Kansas City, Missouri and Kristina Hyland, who is currently serving as a Regional Growth Coordinator.

The Steering Committee strongly endorses establishing the Flint Hills Regional Council (FHRC). The final report will provide key materials needed to implement the FHRC and guide its early activities, including:

- A preliminary strategic plan suggesting a mission and vision for the FHRC and goals and actions for its first three years of operations,
- A recommended structure and bylaws for the FHRC which in part describes the selection of a Board of Directors,
- A budget framework for the first 3 – 5 years of the FHRC,
- An operations manual template for guiding the activities of the FHRC, and
- Legal documents for implementing the FHRC, including a Members' Agreement, which allows designation of a Board Member, and Articles of Incorporation.

We encourage local units of government to become founding members of the FHRC as soon as possible, and regional leaders and citizens to participate in launching the FHRC.

Sincerely yours,



Bruce McMillan, Chair
RPO Project Steering Committee

BEM/kim

ATTACHMENT D

Attachment: Attachment D Ltr (11796 : Flint Hills Regional Council Formation Documents)

Member's Agreement Exhibit A

**NOT FOR PROFIT ARTICLES OF INCORPORATION
OF
FLINT HILLS REGIONAL COUNCIL, INC.**

The undersigned incorporator hereby forms and establishes a not for profit corporation under the laws of the State of Kansas.

ARTICLE I.

The name of the corporation is Flint Hills Regional Council, Inc. (hereinafter called the "Council").

ARTICLE II.

The address of the Council's registered office in Kansas is _____, _____, Kansas _____ and the name of its resident agent at such address is _____.

ARTICLE III.

Without limiting the generality of the foregoing, this Council is established and organized: to promote a spirit of cooperation among local governments and agencies and citizens of the Flint Hills Regional Area (as defined in Article XVI below); to assist in resolving challenges affecting the region in a manner which is mutually satisfactory to protect the rights and prerogatives of the local governments, agencies, and the public; to advise and assist the local governments of the Flint Hills Regional Area; and to support and encourage the timely and appropriate development of regional plans. This Council shall have such general powers, duties and functions as are provided in the Constitution and Statutes of Kansas and/or as is provided for in any other laws and statutes of Kansas or of the United States that are now or may hereafter be enacted. In the performance of its functions, this Council shall:

(a) Support and promote concerted action among the local governments and institutions for their mutual benefits and for the region as a whole;

(b) Identify region-wide problems and concerns affecting the sound growth and development of the region and, where appropriate, develop regional plans for consideration by the local governments of the region;

(c) Agree upon mutually desirable policies and consensuses and develop cooperative mechanisms among the local governments for improving the administration of public services;

(d) Serve upon the request of the local governments as a representative of such governments in matters such as they may determine affect the region as a whole, but such representation shall not include delegation to the Council of any member's legislative authority;

(e) Deliver programs to regional and sub-regional constituencies when the board of directors deems it to be in the interest of the regional community; and

Member's Agreement Exhibit A

(f) Perform such other functions and duties as may be assigned or delegated to it to achieve a unified approach toward the solution of regional issues.

ARTICLE IV.

The Council will not have authority to issue capital stock.

ARTICLE V.

The Council shall have members and the conditions of membership shall be stated in the bylaws of the Council.

ARTICLE VI.

The name and mailing address of the incorporator is: Lewis A. Heaven, Jr., 10851 Mastin Boulevard, Suite 1000, Overland Park, Kansas 66210-1669.

ARTICLE VII.

The powers of the incorporator shall automatically terminate upon the filing of these Articles, and the power and authority of the Council shall be vested in the initial directors set forth below:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Member's Agreement Exhibit A

Thereafter, the number of directors which shall constitute the board of directors shall be as fixed by or in the manner provided in the bylaws of the Council.

ARTICLE VIII.

The duration of the Council is perpetual.

ARTICLE IX.

No director shall be personally liable to the Council or its members for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for breach of the director's duty of loyalty to the Council or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under the provisions of K.S.A. 17-6424 and any amendments thereto, or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Council for or with respect to any acts or omissions of such director occurring prior to the date when such amendment or repeal becomes effective. (K.S.A. 17-6002(8)).

ARTICLE X.

The Council reserves the right to amend, alter, change, or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon members hereby are granted subject to this reservation.

I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct. Executed on the _____ day of _____, 2009.

Lewis A. Heaven, Jr., Incorporator

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TENTH AMENDED BYLAWS OF THE FLINT HILLS REGIONAL COUNCIL, INC.

ARTICLE I: CORPORATION

Section 1. Corporation

Flint Hills Regional Council, Inc. ("Council") is a corporation that is organized under the Kansas Corporation Code. Pursuant to its articles of incorporation, the Council has members as provided in Article III below.

The Council is a nonprofit corporation. Such designation is made solely for the purposes of K.S.A. 17-6002.

Section 1.1. Principal Office.

The principal office and location of the Council shall be at such place in or outside the State of Kansas as may be designated from time to time by the Council.

Section 1.2. Registered Office and Registered Agent.

The Council shall have and continuously maintain a registered office and registered agent in the State of Kansas. The location of the registered Office and the name of the registered agent in the State of Kansas shall be as stated in the articles of incorporation or as may be determined from time to time by the Board of Directors pursuant to the applicable provisions of law.

Section 1.3. Records.

The Council shall keep as permanent records minutes of all meetings of its Members and Board, a record of all actions taken by the Members or Directors without a meeting, and a record of all actions taken by committees of the Board. The Council shall maintain appropriate accounting records. The Council or its agent shall maintain a record of its Members in a form that permits preparation of a list of the names and addresses of all Members, in alphabetical order by classes, if any, showing the number of votes each Council Member is entitled to vote. The Council shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. Without limiting the records required to be kept pursuant to this Section 1.4, the Council shall keep a copy of the following records at its principal office:

- (a) its articles or restated articles of incorporation and all amendments to them currently in effect;

- (b) its bylaws or restated bylaws and all amendments to them currently in effect;
- (c) resolutions adopted by the Council relating to the characteristics, qualifications, rights, limitations and obligations of members or any class of Members;
- (d) the minutes of all meetings of Members and records of all actions approved by the members for the past three years;
- (e) all written communications to all Members or any class of Members generally within the past three years, including the annual financial statements of the Council for the past three years;
- (f) a list of the names and business or home addresses of its current Directors and officers;
- (g) its most recent annual report delivered to the Kansas Secretary of State as required by the Kansas Corporation Code; and
- (h) appropriate financial statements of all income and expenses.

Section 1.4. Access to Records.

In accordance with applicable law and as may be authorized by the Council (including the collection of appropriate charges), any member or agent or attorney of any member shall have the right to inspect the foregoing records or any other records of the Council.

Section 1.5. Seal.

The Council shall adopt, and may alter at pleasure, a corporate seal, which shall have inscribed thereon the name of the Council and the words: Corporate Seal Kansas. The corporate seal may be used by causing it, or a facsimile thereof, to be impressed or affixed or to be in any other manner reproduced.

Section 2. Council Purposes

Section 2.1. Purposes Stated in Articles.

The purposes of the Council shall be those nonprofit purposes stated in the articles of incorporation.

Section 2.2. General Functions.

Without limiting the generality of the foregoing, the Council is established and organized: to promote a spirit of cooperation among local governments and agencies and citizens of the Flint Hills Regional Area to assist in resolving challenges affecting the region in a manner which is mutually satisfactory to protect the rights and prerogatives of the local governments, agencies, and the public; to advise and assist the local governments of the Flint Hills Regional Area; and to encourage the timely and appropriate development of regional plans. The Council shall have such general powers, duties and functions as are provided in the Constitution and Statutes of Kansas and/or as is provided for in any other laws and statutes of Kansas or of the United States that are now or may hereafter be enacted. In the performance of its functions, the Council shall:

- (a) Support and promote concerted action among the local governments and institutions for their mutual benefits and for the region as a whole;
- (b) Identify region-wide problems and concerns affecting the sound growth and development of the region and, where appropriate, develop regional plans for consideration by the local governments of the region;
- (c) Agree upon mutually desirable policies and consensuses and develop cooperative mechanisms among the local governments for improving the administration of public services;
- (d) Serve upon the request of the local governments as a representative of such governments in matters such as they may determine affect the region as a whole, but such representation shall not include delegation to the Council of any member's legislative authority;
- (e) Deliver programs to regional and sub-regional constituencies when the Council deems it to be in the interest of the regional community; and
- (f) Perform such other functions and duties as may be assigned or delegated to it to achieve a unified approach toward the solution of regional issues.

Section 2.3. Limitations on Powers.

Notwithstanding anything herein to the contrary, the Council shall not have the power or authority to exercise the rights or duties of cities or counties set forth in the Kansas planning and zoning act, K.S.A. 12-741 *et seq.* or the ordinances or resolutions enacted by the Members of the Council pursuant thereto. Further, the Council cannot be delegated any member's legislative authority.

Section 2.4. Particular Powers.

In the exercise of its general powers, duties and functions, the Council:

- (a) May appoint and retain such staff, employees and agents as may be required to provide services and support to carry out its purposes in accordance with this Article I;
- (b) May cooperate and enter into appropriate contracts with any Federal, state or local governmental department, bureau, agency or instrumentality thereof as may be required to carry out its purposes in accordance with this Article I;
- (c) May develop or cause to be developed, or support and encourage the development of, plans and/or studies which will guide the unified development of the region and promote economy and efficiency in the coordinated development of the Flint Hills Regional Area and the general welfare and prosperity of its people;
- (d) May assist the local governments within the region in carrying out any regional plan or plans developed by the Council; the Council may also assist any planning commission, Board or agency of any city or county, or any other unit of local government, in the preparation or effectuation of local plans and planning consistent with the program of the Council, and receive grants or compensation therefore;
- (e) May employ or retain such consultants and independent contractors as may be required to carry out its purposes in accordance with this Article I and may enter into appropriate contracts with any of said parties;
- (f) May acquire necessary real or personal property and materials for its operations and incur necessary expenses within the limits of its budget as appropriated by the parties hereto and as otherwise provided;
- (g) Shall prepare an annual report to the parties hereto including a

report on the activities and work of the Council and a financial report for the period reported upon;

- (h) May borrow money from an institution at which Flint Hills Regional Council has an open account at such rates of interest as the Council may approve, by resolution approved by a supermajority vote of the Board of Directors;
- (i) May establish such committees as designated by the Council or as designated in the bylaws;
- (j) May become incorporated as a not-for-profit corporation and/or licensed to do business in any state as a foreign not-for-profit corporation;
 - 1. May create subsidiaries as may be required to carry forward the purposes and functions of the Council in accordance with this Article I, but such subsidiaries cannot be delegated any member's legislative authority;
 - 2. May enter into any contracts, leases or agreements with third parties, acquire any real or personal property and exercise any and all powers necessary and proper as provided by law, for the purpose of providing services and support in accordance with the Council's purposes under this Article I and carrying out any programs and/or operations on a regional and/or sub-regional basis,
- (k) Shall have the authority to accept, receive and expend funds, grants and services from the United States Government or any of its departments, bureaus, agencies of instrumentalities, or from any state or local government or any of their departments, bureaus, agencies or instrumentalities and in connection therewith may enter into appropriate contracts with any of the aforesaid; and
- (l) Shall have the authority to accept, receive and expend funds, grants and services from private persons or organizations, including business and nonprofit organizations or corporations.

ARTICLE II: BOARD OF DIRECTORS

Section 1. The Board of Directors ("Board").

The general affairs of the Council shall be managed or delegated by its Voting Directors serving on the Board.

The Council's Board shall be composed of voting directors ("Voting Directors") and non-voting advisory directors ("Advisory Directors") and ex-officio directors ("Ex-Officio Directors").

The three classes of directors are referred to herein as "Directors."

Section 1.1. Powers and Limitations of the Board.

Subject to the limitations of the articles of incorporation, these bylaws, and applicable law, the property and affairs of the Council shall be managed by the Board, and the Board shall have all those powers necessary to supervise, control, direct and manage the same, including the following:

- (a) to amend or repeal the articles of incorporation of the Council or the bylaws of the Council, with the exception of those provisions prohibiting delegation of member legislative authority to the Council;
- (b) to select and remove the officers, agents, and employees of the Council (including but not limited to legal counsel and financial advisors), prescribe such powers for them as may not be inconsistent with the articles of incorporation, the bylaws or applicable law, fix their compensation, and require from them security for faithful service;
- (c) to determine the policies of the Council and to make such rules and regulations for the operation of the Council as it deems necessary but that are not inconsistent with the articles of incorporation, the bylaws, or applicable law;
- (d) by resolution approved by a supermajority vote of the Board to borrow money, incur indebtedness, and pledge the assets of the Council for the purposes of the Council (including to secure the debt of other persons or entities), and to cause to be executed and delivered therefore, in the name of the Council, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefore;

(e) to appoint any executive committee and other committees, and to delegate to such committees any of the powers and authority of the Board and the management of the conduct and affairs of the Council, except the powers to adopt, amend or repeal the bylaws; and

(f) by Supermajority Vote, to adopt, enact, or otherwise recommend the adoption of plans for the growth and development of the Flint Hills Regional Area; provided, however, that the Board shall not cause the Council to carry on any activities, that are not in furtherance of the purposes of the Council or the public interest; and further provided that, the Board shall not cause nor permit the Council to advocate or participate in the passage or defeat of any legislation unrelated to the purposes of the Council, nor the election or defeat of any candidate for public office.

Section 1.2. Commencement of Term of Office.

The term of office of a person appointed or elected a Director shall not commence until the time the person accepts the office of Director either by a written acceptance or by participating in the affairs of the Council at a meeting of the Council or otherwise. Directors shall serve one-year terms that are renewable up to 5 years.

Section 1.3. Resignation.

Any Director may resign from the Council by delivering a written notice thereof to the Council, its presiding officer, or to the president or secretary of the Council. Such resignation shall be effective when such notice is delivered, unless a later date is specified in the notice.

Section 1.4. Removal.

Only the Member which appointed the Director has the power, with or without cause, to remove such Director and appoint a replacement Director. Any other Director may be removed at any regular, or special meeting of the Board by a Supermajority vote of the Board.

Section 1.5. Changing Number of Directors.

The Council may adjust representation on the Board based upon the following criteria:

(a) The Board determines that, due to shifts in population or the

addition of new members, an adjustment in representation would be advantageous to the Council and its Members;

(b) The changes would preserve both geographic distribution of representation and population distribution of representation; and

(c) The process for review set out in Article III Section 1.7 is followed.

Section 1.6. Vacancies.

Vacancies on the Board resulting from any cause shall be filled as soon as practicable by the governing body (County, City, or Municipality) that appointed (or is authorized to appoint) the Director. A Director appointed or elected to fill a vacancy shall meet any qualifications set forth in these bylaws, and shall serve-until the term of office of such Director's successor has commenced.

Section 1.7 Compensation.

No Director shall receive compensation from the Council for any service such person may render to it as a Director.

Section 2. Voting by the Board.

Each Voting Director shall have one vote on each matter voted on by the Board.

Section 2.2. Quorum and Manner of Acting.

Except as otherwise may be provided by law or by the articles of incorporation, the presence at any regular or special meeting of forty percent of the Voting Directors of the Board shall constitute a quorum for the transaction of business. Every decision of forty percent of the Council Members constituting any such quorum shall be valid as a corporate act, except in those specific instances in which a larger vote is required by law, by the articles of incorporation or by these bylaws. If, however, the quorum specified above should not be present at any meeting, but at least ten percent (10%) of the Directors entitled to vote are present, the Directors present and entitled to vote shall only have power to act as a quorum for the limited purpose of adjourning the meeting, to a time and place announced to the Members present. Such a meeting shall be on a specified date not longer than seventy (70) days after such adjourned meeting. At any subsequent session of the meeting at which a quorum is present, any business may be transacted that could have been transacted at the initial session of the meeting if a quorum had

been present.

Section 2.3. Representatives and Alternate Representatives.

For any representative from each Council Member, one alternate representative may be designated by that Council Member at the time of that representative's appointment, or as soon as becomes necessary, and this alternate representative shall be communicated to the President and Director at the time they are so appointed by that Voting Director. Such alternate representative may vote in place of the regular voting representative at a specific meeting with due notice to the Board, Notice of alternate representation at a specific meeting shall be communicated to the President as soon as it is known the Voting Director cannot be present at a scheduled meeting. There shall be no written voting by proxy.

No county shall have more than three Voting Directors appointed to the Board. Directors shall be determined as follows:

1. One Voting Director shall represent the largest city that has met the funding requirements as identified in the bylaws and/or set out by the Council; Note: As the City limits of Manhattan lies within the two Counties of Pottawatomie and Riley and as the largest land area and largest population count of the City of Manhattan lies within the boundaries of Riley County the City of Manhattan shall be identified as the largest city for Riley County.
2. One Voting Director shall represent the unincorporated area of a participating county that has met the funding requirements of the Council as identified in the bylaws and/or set out by the Council; and
3. One Voting Director shall represent one or more of the remaining participating Member cities that have met the funding requirements of the Council as identified in the bylaws and/or set out by the Council. The selection of the Voting Director shall be determined by the participating cities of that county and may also be a floating vote to be determined at the beginning of the meeting should more than one eligible Voting Director be present, representing the third position.
4. Voting Directors shall be appointed by their governing body and shall be elected officials of their jurisdiction. Jurisdictions with a population of less than 1,500 people in the last Decennial U.S. Census may appoint a non-elected representative to the Council.

Such non-elected representative shall participate in the same manner as other Directors of the Council but shall not have a vote. If an elected representative of that jurisdiction attends a meeting of the Council and meets the requirements of paragraphs 1,2, or 3 above, then that elected representative shall have the right to be a Voting Director.

5. Non-Voting Directors. In addition to the positions outlined above, the Board, acting by majority vote, may appoint non-voting Advisory Directors representing major area-wide citizen interest. Such non-voting Advisory Directors shall serve at the pleasure of the Board. Notwithstanding the foregoing, and unless specifically elected by the Council Member as a full director of the Council, the Garrison Commander at Fort Riley, Kansas, or his or her designated representative, shall serve as an non-voting Ex-Officio Director of the Board.

In addition, the Executive Director of the Governor's Military Council, and representatives of Kansas State University and Emporia State University shall serve as non-voting Ex-Officio Director of the Board.

Section 2.4. Written Consent of Directors.

Any action taken which is required to be or may be taken at a meeting of the Members may be taken without a meeting if one or more written consents, describing the action so taken, are signed by all of the Directors having a right to vote and included in the minutes filed with the corporate records reflecting the action taken pursuant to K.S.A.17-6518(b), et seq.

Section 3. Meetings of the Board.

Section 3.1. Annual Meetings.

The Board shall hold an annual meeting, on such date as the Board may specify, for the purpose of electing the year's officers of the Board, the adoption of an annual budget, and such other business as is required.. All meetings of the Board shall be open public meetings, pursuant to K.S.A.75-4317, et seq.

Section 3.2. Regular Meetings.

The Board may hold regular meetings at such time and place as may be

determined by the Board.

Section 3.3 Special Meetings.

Special meetings of the Board of Directors may be held for any purpose or purposes. Special meetings may be called by the president, by the secretary, or by the Board.

Section 3.4 Annual Retreat.

The Council shall hold an annual retreat at a time as determined by the Board for the purposes of planning for the coming calendar year.

Section 3.5. Attending Meetings Remotely.

Directors of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and be heard and participation in a meeting in such manner shall constitute their presence at the meeting.

ARTICLE III: Council MEMBERSHIP

Section 1. Council Membership.

This Council shall have two classes of membership:

1. Voting Council Members ("Council Members"), and
2. Non-Voting Ex-Officio Members ("Ex-Officio Members")

The two classes of members are referred to herein as "Members."

Section 1.1. Qualification and Admission.

The Members of this Council shall initially consist of those public agencies, political subdivisions, municipalities, or other governmental organizations party to that certain Interlocal Cooperation and Member's Agreement dated January 13, 2010 (the "Members' Agreement"), and such other counties, cities or political subdivisions as may be approved from time to time by the Board, subject to and in accordance with the same criteria set out in Article III Section 1.6 and the process set out in Article III Section 1.7. The powers and authority of the council membership is limited to the Members' Agreement."

Section 1.2. Transfer of Council Memberships.

No Member may transfer a membership in this Council, or any right derived therefrom.

Section 1.3. Resignation, Expulsion or Suspension of Members.

(a) Any Member may resign as a Member. Such resignation shall be in writing addressed to the secretary of the Board and shall be effective immediately or upon the time specified, as such resignation may provide. The resignation of a Member does not relieve the Member from any obligations the Member may have to this Council as a result of obligations incurred or commitments made prior to resignation.

(b) the Board may expel or suspend a Member or terminate or suspend a membership in accordance with the following procedures:

1. the Board shall give at least thirty (30) days prior written notice to the affected Member of the expulsion, suspension or termination and the reasons therefore;
2. the Board shall provide an opportunity for the affected Member to be heard, orally or in writing, by the Board not less than five days before the effective date of the expulsion, suspension or termination;
3. any written notice given to the Member by mail shall be given by certified mail, return receipt requested sent to the last address of the Member shown on this Board's records; and
4. all steps in Article III Section 1.7 have been followed.

(c) Notwithstanding the foregoing, if a Member fails to pay any dues, assessments, or other monetary amounts due to this Council when such amounts become due, such Member may be expelled or suspended, and such Member's membership may be terminated or suspended, in accordance with the following procedures:

1. this Board shall give at least thirty (30) days' prior written notice to the affected Member of the expulsion, suspension or termination and the reasons therefore;

2. any written notice given to the Member by mail shall be given by first class or certified mail sent to the last address of the Member shown on this Board's records; and
3. if payment of the amount due is not received by this Council within the period specified in such notice, this Board may expel or suspend such Member, and may terminate or suspend such Member's membership, without providing an opportunity for the affected Member to be heard.

Section 1.4. Purchase of Council Memberships.

This Council shall not purchase any of its memberships or any right arising therefrom.

Section 1.5. Addition of Council Members.

The Council may consider the addition of new Members to the Council based upon such criteria as the Board may establish from time to time, including but not limited to the following:

The proposed new Member of the Council is within the boundaries of the Flint Hills Regional Area, as expanded and the proposed Member agrees that it will participate fully in the affairs of the Council and provides financial support in accordance with the terms of the Members' Agreement.

Section 1.6. Addition of Territory to Flint Hills Regional Area.

The Board may consider expanding the boundaries of the Flint Hills Regional Area based upon the following criteria:

- (a) The proposed territory to be added is contiguous with the current boundary of the Flint Hills Regional Area;
- (b) The proposed territory to be added is identical to county boundaries;
- (c) The proposed territory to be added is considered by the Council to be a related to the Flint Hills Regional Area;
- (d) The Board believes that the addition of the proposed territory will not diminish existing services and programs and will enhance regional coordination and local services in the newly added territory; and
- (e) Potential new Members from the proposed territory have agreed

to participate fully in the affairs of the Council and to provide financial support in accordance with the terms of the Members' Agreement.

Section 1.7. Process for Adding Territory to the Flint Hills Regional Area, Adding New Council Members, Expelling or Suspending a Council Member, or Changing Representation on the Council.

Whenever, the Board considers adding territory to the Flint Hills Regional Area, adding a Member to the roster of Members, expelling or suspending a Member, or adjusting representation on the Council it will follow the following notification and review process:

- (a) All designated representatives of the Council's current Members will be notified at least thirty (30) days prior to any potential action by the Board of the Member's intent to consider making a change to the planning area, membership, or representation and the rationale for such a change;
- (b) Prior to any action by the Board each of the Members or potential Members that will directly gain or lose representation on the board has agreed to the changes or the changes have been approved by a majority of the Members;
- (c) The criteria set out in Article II Section 2.3, or Article III Section 1.5- 1.7 (b), whichever is appropriate to the proposed action, have been fulfilled;
- (d) Any action taken by the Board with respect to adding Members or territory or adjusting representation on the Council must be done with a Supermajority Vote (as defined in Article VIII below) of the Voting Directors.

Section 1.8 Compensation.

No Member shall receive compensation from this Council for any service such person may render to it as a Member.

Section 2 Voting by Council Members.

Each Council Member shall have one vote on each matter voted on by the Council. Council Members are also entitled to vote on the adoption, amendment or repeal of the bylaws.

Section 3 – Annual Membership Meeting.

The Members shall hold an annual meeting, on such date as the Board may specify, for the purpose of electing the year's Directors of the Board and such other business as is required. All meetings of the Board shall be open public meetings, pursuant to K.S.A.75-4317, et seq.

Written notice of the annual membership meeting shall be provided to all Members of record not less than 10 and not more than 60 days prior to the meeting date.

Section 4 – Quorum.

A quorum for the annual membership meeting shall be forty (40) percent of the active Members on record 30 days prior to the meeting. Only Members present in person shall contribute to the quorum.

ARTICLE IV: COMMITTEES

Section 1. Committees.

The Council, by resolution adopted by majority vote, may designate one or more committees, each of which shall consist of two (2) or more members and shall have and exercise the authority of the Council in the management of the Council to the extent provided in the designating resolutions. Other committees not having the authority of the Council in the management of the Council may be designated by a resolution adopted by a majority of the Voting Directors present at a meeting at which a quorum is present. Each such committee shall have such duties and authority as are from time to time delegated to it by the Council.

Section 2. Executive Committee.

There shall be an executive committee composed of seven (7) persons, the president, the vice-president, the treasurer, the secretary, and two (2) at-large members to be elected by the Board from its numbers at such time as it elects officers of the Council for each year. The immediate past president shall also serve on the executive committee.

- (a) Any at-large member of the executive committee may be removed at any regular or special meeting of the Board by a Supermajority Vote whenever, in their judgment, the best interests of the Council would be served thereby. Vacancies in the at-large executive committee roles resulting from any cause shall be filled by majority vote of the Board present at any regular or special meeting

of the Council (provided that quorum requirements have otherwise been met). The executive committee member so elected shall serve during the unexpired term.

(b) The executive committee shall have the power and authority to act for and on behalf of the Council in regard to any matter concerning the operation of the Council between regular meetings of the Council. The executive committee shall also have and exercise such other powers, duties, and responsibilities as may be delegated by the Council from time to time. The executive committee shall submit regular reports to the Council describing the recent activities of the executive committee and calling attention to any matters which may require notice to be given or action to be taken. Its duties shall include all matters dealing with budget and personnel and the recommendation of amendments to these bylaws.

Section 3. Nominating Committee.

There shall be a nominating committee whose functions shall be: (a) to identify and qualify potential officers of the Council; (b) to prepare a written slate of candidates for election to such offices; and (c) to report its recommended nominees to the Council at the annual meeting of the Board. The nominating committee shall be composed of not less than three (3) members of the Council who shall be appointed annually by the president.

Section 4. Economic Development District (“EDD”) Steering Committee.

There shall be an EDD Steering Committee which shall be responsible for the development, implementation, revision, or replacement of the Comprehensive Economic Development Strategy for the Planning Organization and representing the main economic interests of the Region. The EDD Steering committee shall undertake a collaborative and effective planning process. The EDD Steering committee shall be composed of no less than five (5) and no more than eight (8) members of the Council who shall be appointed annually by the Board.

Section 5. Other Committees.

The Board or the Executive Committee may create such other standing or special committees as they deem desirable and delegate to them such powers, duties, and responsibilities, and such budget, consistent with law or the bylaws, as may be stated in the resolution creating the committee. The president may and shall appoint any person or persons to serve as

committee members; provided that, any committee of the Board authorized to exercise the powers and authority of the Board shall consist of two (2) or more Voting Directors of the Board, and any other non-voting directors or non-members of the Council appointed shall serve only in an advisory capacity. Members and other persons so appointed shall serve at the pleasure of the president; provided that, the term of any committee appointment shall not exceed the term of the appointing president, unless otherwise approved by the Board from time to time. Committees shall submit regular reports of their proceedings to the Board. Committees shall be discharged by the executive committee when their work has been completed and reports have been accepted.

Section 6. Term of Office of Committee Members.

Each committee member shall hold office at the pleasure of the executive committee or for such other period as the Board may specify at the time of his election or appointment, or until his death, resignation, removal, or disqualification, whichever first occurs.

Section 7. Committee Meetings.

Committees of the Board and members of such committees are governed by Article IV of these bylaws with respect to meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements; provided, however, that no committee shall be required to hold an annual meeting and provided, further that a majority of the number of persons serving on a committee immediately before a meeting begins shall constitute a quorum for the transaction of business at such meeting of such committee.

Section 8. Limitations on Committees.

A committee of the Board may not:

- (a) authorize distributions to members, officers, agents, or employees except in exchange for value received;
- (b) approve or recommend to members dissolution, merger or the sale, pledge or transfer of all or substantially all of the Councils assets;
- (c) unless otherwise stated in these bylaws or the articles of incorporation, elect, appoint or remove members or fill vacancies on the Board; or

1. adopt, amend or repeal the articles of incorporation or these bylaws.
2. incur indebtedness on behalf of the Council or lobby for legislation.

ARTICLE V: OFFICERS

Section 1. General Officers.

The officers of the Board shall be a president, a vice president, a secretary, a treasurer, and such other officers as the Board may be elected from among the Members of the Council and shall at all times while holding such office be a Member of the Council. The same person may simultaneously hold more than one office in the Council. The officers shall be elected by the Board, to serve at the pleasure of the Board until the next annual meeting of the Board or until their earlier death, incapacity, disqualification, resignation, or removal. Officer terms shall be one year, that are renewable by the Board, up to 5 years. At each subsequent annual meeting of the Board, the newly elected Board shall elect officers to serve at the pleasure of the Board until the next annual meeting of the Board or until their earlier death, incapacity, disqualification, resignation, or removal. Each officer of the Board who is not reelected at the annual meeting of the Board next succeeding such officer's election and at which any officer of the Board is elected shall be deemed to have been removed by the Board, unless the Board provides otherwise at the time of such officer's election. The election of an officer does not itself create contract rights.

Section 1.1. Resignation.

An officer may resign by delivering a written notice thereof to the Board. Such resignation shall be effective when such notice is delivered, unless a future effective date is specified in the notice.

Section 1.2. Removal.

Any officer or any employee or agent of the Council may be removed or discharged for any lawful purpose by the Board at any time with or without cause, but such removal or discharge shall not affect the contract rights, if any, of the person so removed or discharged.

Section 1.3. Compensation.

No officer who is also a Member of the Council shall receive any salary or

compensation for serving as a Member. Salaries and compensation of all officers and of all other agents and employees of the Council, if any, may be fixed, increased or decreased by the Board, but until action is taken with respect thereto by the Board, the same may be fixed, increased or decreased by the president or such other officer or officers as may be empowered by the Board to do so; provided, however, that no person may fix, increase or decrease such person's own salary or compensation. Each officer may be reimbursed for actual expenses if they are reasonable and incurred in connection with the business and activities of the Council.

Section 1.4. Vacancies.

Vacancies caused by the death, incapacity, disqualification, resignation, or removal of an officer of the Board shall be filled by the Board at any annual or other regular meeting or at any special meeting called for that purpose, and such person or persons so elected to fill any such vacancy shall serve at the pleasure of the Board until the next annual meeting of the Board or until such person's earlier death, incapacity, disqualification, resignation or removal.

Section 1.5. Delegation of Authority.

The Board may from time to time delegate any of the functions, powers, duties and responsibilities of any officer to any other officer or to any agent or employee of the Council or other responsible person. In the event of such delegation, the officer from whom any such function, power, duty, or responsibility has been transferred shall thereafter be relieved of all responsibility for the proper performance or exercise thereof.

Section 2. The President.

The president shall preside at all meetings of the Members and the Board at which the president may be present and shall have such other duties, powers and authority as may be prescribed elsewhere in these bylaws. The president shall execute all instruments for and on behalf of the Council. The Board may delegate such other authority and assign such additional duties to the president, as it may from time to time determine.

Section 3. The Vice-President.

The vice-president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. The Board may delegate such other authority and assign such additional duties to the vice-president as it may from time to time determine.

Section 4. The Secretary.

The secretary shall attend the meetings of the members and the Council and shall prepare or cause to be prepared minutes of all proceedings at such meetings and shall preserve them in the minute book of the Council to be kept for that purpose. The secretary shall perform similar duties for any committee when requested by any such committee. In addition, the secretary shall have the following duties:

- (a) act as custodian of all the books, papers, and records of the Council and authenticate records of the Council;
- (b) furnish the Board, upon request, a full, true and correct copy of any book, paper, or record in the secretary's possession;
- (c) act as custodian of the seal of the Council and when authorized to do so shall affix it to any instrument requiring the seal, and when so affixed, shall attest the seal;
- (d) give or cause to be given notice of the meetings of the members and the Council, but this shall not lessen the authority of others to give such notice as provided in these bylaws;
- (e) exercise and discharge the general duties, powers and responsibilities of a secretary of a corporation; and
- (f) exercise and discharge such other or further duties or authority as may be prescribed elsewhere in these bylaws or from time to time by the Council.

Section 5. The Treasurer.

The treasurer shall have supervision and custody of all moneys, funds and credits of the Council and shall cause to be kept full and accurate accounts of the receipts and disbursements of the Board in books belonging to it. The treasurer shall keep or cause to be kept all other books of account and accounting records of the Council as shall be necessary, and shall cause all moneys and credits to be deposited in the name and to the credit of the Council in such accounts and depositories as may be designated by the Council. The treasurer shall disburse or permit the disbursement of funds of the Council in accordance with the authority granted by the Board. The treasurer shall be relieved of all responsibility for any moneys or other valuable

property or the disbursement thereof committed by the Board to the custody of any other person or corporation, or the supervision of which is delegated by the Board to any other officer, agent or employee. The treasurer shall render to the president or the Board, whenever requested by either of them, a report on all financial transactions of the Council and the financial condition of the Council. The treasurer shall be bonded at the Council's expense if the Council so requires. The treasurer shall have and perform such other duties, responsibilities and authorities as may be prescribed from time to time by the Board.

Section 6. Executive Director.

The Board may appoint a person to exercise all of the powers and perform all of the duties set forth in this Article V and shall designate such person so appointed as the Executive Director. The Executive Director shall be the chief administrative officer of the Council and shall be in charge of and responsible for all professional work and for the administration of the functions and offices of this Council, subject, however, to the policies established by the Council and to the general supervision of the Board. The Executive Director shall make appointments of staff personnel, prepare a recommended budget, prepare reports and publications, and direct the work of the staff. The Executive Director may testify before appropriate public bodies, or committees thereof, on such policies and recommendations as may be adopted and approved by the Council, and may consult and confer with appropriate public officials on behalf of the Council in connection with the program of the Council. The Executive Director shall not be permitted to engage in nonpartisan or partisan political activities, except on behalf of the Council or as directed and authorized by the Council. The Executive Director shall direct the day-to-day affairs of the Council including supervising all employees of the Council, reporting to the executive committee any violation of the rules and regulations (if any), collecting any charges or fees, and keeping records in the form prescribed from time to time by the Board and reporting thereon whenever so requested by the Board or executive committee. The Executive Director shall be directly responsible to the Council and shall report directly to the Board.

Section 6.1. Responsibility for Annual Budget.

The Executive Director shall cause to be prepared and shall submit to the Board for its approval an annual budget and all supplements thereto for each fiscal year. The Executive Director shall submit to the Board at its annual retreat a report summarizing the operations and affairs of the Council and its activities during the preceding year and setting forth the plans, programs or projects for future development, with such suggestions and recommendations as such officer shall deem appropriate. The Executive Director shall also make

such reports to the Council as may be appropriate, or which may be required by these bylaws, or by the executive committee.

Section 6.2. Required Staff.

The Executive Director, together with the executive committee, shall from time to time recommend to the Board the size of the staff required and the composition thereof. Such personnel as are authorized shall be appointed by the Executive Director. The Executive Director shall have the power to employ, remove and suspend all agents and employees, to determine the duties and responsibilities of such persons, to create such titles for such persons as such officer may deem desirable to enable them to execute their duties and responsibilities, and to fix and change the compensation of such persons.

Section 6.3. Meeting Participation.

The Executive Director may be invited to participate in any meeting of the Council, the Board, and any committee thereof, whether or not a member thereof; provided, however, that the Executive Director shall not be entitled to vote at, and shall not be counted for purposes of determining whether a quorum is present at, any meeting of (i) the Council, if the Executive Director is not a Member of the Council, (ii) the Board, if the Executive Director is not a Voting Director of the Board, or (iii) a committee, if the Executive Director is not a member of such committee.

Section 6.4. Bonding.

The Executive Director shall be bonded at the Council's expense if the Board so requires.

Section 6.5. Other Activities.

The Executive Director shall have such other or further duties and authority as may be prescribed elsewhere in these bylaws or the rules and regulations (if any) adopted from time to time by the Board.

Section 6.6. Absence of Executive Director.

In the event of the death or during the absence, incapacity, or inability or refusal to act of the Executive Director, the Board or president shall designate some other person to exercise, and in the absence of such designation the president may exercise all of the powers and perform all of the duties of the Executive Director.

ARTICLE VI: ECONOMIC DEVELOPMENT DISTRICT

Section 1. Flint Hills Regional Council, Inc. serving the Economic Development District of the Flint Hills Region.

Pursuant to Title 13, Chapter III, Part 304 of the United States Code of Federal Regulation, the Council is the authorized District Organization that serves as the organizational and administrative authority for the Flint Hills region's Economic Development District (EDD) designated by the United States Economic Development Administration (EDA). It is the Council's responsibility to see that all of the requirements and expectations of the EDA, with respect the EDD designation and work (including the Comprehensive Economic Development Strategy), are adhered to, properly promulgated, and otherwise performed.

Section 2. EDA Requirements.

The Board of Directors is responsible for meeting all of the specific current and future requirements of the EDA, including, but not limited to:

- a. Ensuring that structural formation requirements are continually met, per CFR 13-III Section 304.2.a(3).
- b. Establishing and appointing a Strategy Committee that meets all EDA requirements, per CFR 13-III Section 304.2.c(2).
- c. Ensuring continual provision of professional staff, per CFR 13-III Section 304.2.c(3).
- d. Ensuring all aspects of participation by the Board and the general public, per CFR 13-III Section 304.2.c(4).
- e. Complying with federal and state financial assistance reporting requirements, per CFR 13-III Section 304.2.c(4)(v).
- f. Meeting all operational requirements of the EDA, per CFR 13-III Section 304.2.d.

Section 3. The Strategy Committee.

In addition to the EDA requirements, the Council provides for the following:

- a. The Board of Directors is responsible for the appointment of a Strategy Committee. The Strategy Committee shall be known as the EDD Steering Committee and shall be consistent with the EDA requirements.

ARTICLE VII: POWERS AND LIABILITIES

Section 1. Financial Powers and Liabilities

Section 1.1. Depositories and Checks.

The funds of the Council shall be deposited in such manner as the Council shall direct in such banks or trust companies as the Council may designate and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Council. The Council shall deposit any funds received as appropriations, gifts, donations, or grants in such public banking institutions as may be directed by the Council to be available for expenditures duly authorized in the annual budget adopted by the Council. The Council shall, by appropriate resolution, determine the signatures and number thereof required for payment by any of said depositories of checks, drafts, or other order to pay expenditures of the Council.

Section 1.2. Bonds.

Any officer or employee handling money of the Council shall be bonded at the Council's expense if the Council so requires.

Section 1.3. Custodian of Securities.

The Council may from time to time appoint one or more banks or trust companies to act for reasonable compensation as custodian of all securities and other valuables owned by the Council, and to exercise in respect thereof such powers as may be conferred by resolution of the Council. The Council may remove any such custodian at any time.

Section 2. Absence of Personal Liability (Indemnification).

The Members of the Council are not, as such, personally liable for the acts, debts, liabilities, or obligations of the Council.

Section 2.1. Liability and Indemnification of Members of the Council and Officers, Limitation of Liability.

No person shall be liable to the Council for any loss, damage, liability, or expense suffered by it on account of any action taken or omitted to be taken by such person as a Member, officer, employee, or agent of the Council or of any Other Enterprise (as hereinafter defined) in which such person serves as a member, officer, employee, or agent at the request of the Council, if such person:

- a) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of such person's own affairs, or
- b) took or omitted to take such action in reliance upon information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by: one or more officers or employees of the Council or of such Other Enterprise whom the director, officer, employee or agent reasonably believes to be reliable and competent in the matters presented; legal counsel, certified public accountants or other persons as to matters the Member, officer, employee, or agent reasonably believes are within the persons' professional or expert competence; or
- c) a committee of the Board of which the member, officer, employee, or agent, is not a Member, as to matters within its jurisdiction, if the member, officer, employee, or agent, reasonably believes the committee merits confidence; provided that the member, officer, employee, or agent did not, at the time of such reliance, have knowledge concerning the matter in question that made such reliance unwarranted.

Section 3. Insurance.

The Council shall purchase and maintain insurance on behalf of any person who is or was a Member, officer, agent or employee of the Council, or is or was serving at the request of the Council as a Member, officer, agent or employee of any Other Enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Council would have the power to indemnify such person against such liability under the provisions of this Article VII Section 2.4.

Section 4. Definitions.

For purposes of this Section 2.1:

- a) References to "the Council" shall, if and only if the Council shall determine, include, in addition to the resulting or surviving corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its Members or officers or persons serving at the request of such constituent corporation as a member, officer, employee, or agent of any

Other Enterprise, so that any person who is or was a Member or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a member, officer, employee, or agent of any Other Enterprise, shall stand in the same position under the provisions of this Article VIII Section 2 with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued;

- b) References to serving in an “Indemnifiable Capacity” shall mean service by a person as a Member or officer of the Council or service by a person at the Council's request as a Member, officer, employee, or agent of any Other Enterprise (as hereinafter defined);
- c) References to “Other Enterprises” or “Other Enterprise” shall include without limitation any other corporation, partnership, public entity, limited liability company, joint venture, trust, or employee benefit plan;
- d) References to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan;
- e) References to “defense” shall include investigations of any threatened, pending, or completed action, suit, or proceeding as well as appeals thereof and shall also include any defensive assertion of a cross-claim or counterclaim; and
- f) References to “serving at the request of the Council” shall include any service as a member, officer, employee, or agent of a corporation which imposes duties on, or involves services by, such member, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries.
- g) Unless the Board shall determine otherwise, any Member or officer of the Council who shall serve as a member, officer, employee, or agent of any Other Enterprise of which the Council, directly or indirectly, is a Member, shareholder or creditor, or in which the Council is in any way interested, shall be presumed to be serving as such Director, officer, employee, or agent at the request of the Board; and
- h) In all other instances where any person shall serve as a member, officer, employee, or agent of any Other Enterprise,

if it is not otherwise established that such person is or was serving as such member, officer, employee, or agent at the request of Board, the Council shall determine whether such person is or was serving at the request of the Board, and it shall not be necessary to show any actual or prior request for such service, which determination shall be final and binding on the Council and the person seeking indemnification or advancement of expenses.

ARTICLE VIII: PROCEDURES AND GENERAL PROVISIONS

Section 1. Financial Procedures

Section 1.1. Annual Audit.

The Board shall direct that an annual audit of the books of account and financial records of the Council be performed by an independent accounting firm if required by federal internal revenue law or if the Council otherwise deems such audit necessary or advisable.

Section 1.2. Method of Assessment.

The Board may establish, by a Supermajority Vote, such membership fees or budget assessments as it deems necessary to fulfill the purposes of the Council; provided, that such fees or assessments shall be made and allocated proportionally based on the population of the various member jurisdictions as determined by the most recent Federal census projection as published by the American Community Survey; and further provided, that assessments for members that are cities shall be based on their respective municipal populations, and assessments for members that are counties shall be based on their respective populations in unincorporated areas. In computing all percentages, figures shall be rounded off to the nearest tenth of a percent. The provisions of this Article VIII Section 1.3 and of Article V Section 2.5-2.56 maybe amended from time to time by Supermajority vote of the voting directors of the Board in accordance with the terms of these bylaws and the Members' Agreement.

Section 1.3. Disbursement of Funds.

All of said funds shall be held by the Board and disbursed by it, and the Council shall be accountable to the parties hereto and shall report its receipts and disbursements not less frequently than annually. An authorized

representative of any of the Members shall have the right to inspect the books and financial records of the Council during regular business hours.

Section 1.4. Fiscal Year.

The fiscal year of the Council shall be from January 1 to December 31, until such time, if any, as the fiscal year shall be changed by the Board.

Section 2. Notice.

All notices, requests, demands, and other communications under these bylaws shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom the notice is to be given, or within seventy- two (72) hours after mailing, if mailed to the party to whom the notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed to the party at their address as set forth on the signature pages herein, or any other address that any party may designate by written notice to the others.

Section 2.1. Address for Notice.

Written notice is correctly addressed to a Member if addressed to the Member's address shown in the Council's current list of Members.

Section 2.2. Notice for Member meetings.

Notice of each meeting of the Members, whether annual, regular or special, stating the place, day, and hour of the meeting, shall be given, to each member (by delivery to each member's designated representative) entitled to vote thereat. Such notice shall be:

- a. Sent by electronic mail, and
- b. Given to the Board and effective, not less than ten (10) days and nor more than sixty (60) days prior to the meeting or otherwise given as required by applicable law.

Section 3. Procedural Questions (Parliamentarian).

All procedural questions of the Council not specifically addressed by these bylaws shall be resolved in accordance with Robert's Rules of Order (as revised), except to the extent the rules contained therein are inconsistent with these bylaws or other special rules of the Council. At meetings of the Members, the president may, as needed, appoint a parliamentarian to whom

the president can refer to for information and advice concerning matters of a procedural nature which arise during the course of meetings.

Section 4. Non-Discrimination.

The Council shall to the extent possible and in accordance with applicable law, pursue the goals of non-discrimination and equal opportunity in accordance with established policies of the Council, which shall be reviewed on a periodic basis.

Section 5. Amendments.

Except as otherwise specifically provided by applicable law or in these bylaws, the bylaws of the Council may be amended or new bylaws adopted upon the approval of either three-fourths (3/4) of the Members voting at any regular or special meeting of the directors, or by a Supermajority Vote of the Board. For any bylaw amendment that does not relate to the number of Voting Directors, the composition of the Council or Board, the term of office of the Members or the method, or way in which officers are elected or selected, or except to the extent otherwise provided in these bylaws, such bylaw amendment may be approved by a majority of the Board.

Section 6. Definitions.

Section 6.1. Flint Hills Regional Area.

Shall include those counties, towns, and cities that have been accepted as members of the Flint Hills Regional Council.

Section 6.2. Supermajority Vote.

The term Supermajority Vote shall mean the vote, in favor any matter before the Council, of not less seventy-five percent (75%) of the members of the full voting directors present with a quorum.

ARTICLE IX: DISSOLUTION

Section 1. Dissolution.

In the event that Flint Hills Regional Council, Inc., whether it be in corporate form or some other, shall at some time in the future either find it necessary or deem it advisable by a vote of three-fourths of the Board to cease operations and otherwise terminate its existence, any remaining property, whether in the form of real property, personal property, monies or credits, etc., then remaining over and above the obligations

and liabilities of this corporation shall be donated as follows: To another association, corporation or organization qualified under Section 501(c)(3) of the Internal Revenue Code of the United States of America as determined by a majority vote of the voting directors at that time.

CERTIFICATE

The foregoing bylaws constitute the duly approved bylaws of the Flint Hills Regional Council, Inc. as approved by the Members of the Council at a meeting held on October 18, 2013 and amended first on February 19, 2010, then on November 12, 2010, then on January 21, 2011, then again on August 16, 2013, September 27, 2013, July 26, 2013, October 16, 2015, November 20, 2015, May 20, 2016, September 16, 2016, October 19, 2018, and May 21, 2021.