



**Board of Riley County  
Commissioners  
Regular Meeting  
Agenda  
June 05, 2025**

115 North 4th Street  
Manhattan, KS 66502  
[www.rileycountyks.gov](http://www.rileycountyks.gov)

Cindy Kabriel  
785-565-6200

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**Commission Chambers**

**8:30 AM**

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[District 1 – John Ford, Member](#)

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

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

**8:30 AM**

**Call to Order**

**Pledge of Allegiance**

**Public Comment**

1. Public Comments

**Commission Comments**

2. Commission Comments

**Business Meeting**

3. 2025 Bituminous Chip Seal Project
4. Loan Agreement- KDHE-Riley County, KWPCRF Project No: C20 3098 01
5. Recommendation for Reinforced Concrete Box (RCB) Quote
6. Bid Recommendation for Equipment Purchase 7 Passenger Van
7. Sign a Tax Roll Corrections
8. Discuss Intergovernmental Luncheon

**Review Minutes**

9. Board of Riley County Commissioners - Regular Meeting - Jun 2, 2025  
8:30 AM

**Review Tentative Agenda**

10. Tentative Agenda

**Press Conference Topics**

11. Discuss Press Conference

**9:00 AM**

**Elizabeth Ward, Human Resources Director**

12. Human Resources Monthly Update

**9:15 AM**

**Daniel Skucius, Extension Director**

13. 2026 Riley County Extension Appropriation Request

**9:30 AM**

**Donna Borgerding, Deputy Treasurer**

14. Request to Fill Customer Service Rep Position County Treasurer

**9:35 AM**

**Rich Vargo, County Clerk**

15. Request to Fill - Election Specialist

**9:45 AM**

**Russel Stukey, Emergency Management Director/Fire Chief**

16. Staff Update  
17. EM out of state travel request

**10:00 AM**

**Amanda Webb, Planning/Special Projects Director**

18. Planning & Development - Staff Update  
19. Out of State Travel Request - Installation Innovation conference

**10:15 AM**

**Jacob Hansen, Interim County Counselor**

20. Administrative Work Session  
21. Notice of Public Hearing on Petition to Create Peterson Ranch Street Benefit District

**10:35 AM**

**Jacob Hansen, Interim County Counselor**

22. Tax Abatement Resolution Regarding K.S.A. § 79-1613

**10:50 AM**

**Jacob Hansen, Interim County Counselor**

23. 2026 Riley County Counselor Budget Request

**11:05 AM**

**Jacob Hansen, Interim County Counselor**

24. Executive session for consultation with an attorney for the public body

**Adjournment**

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



**PUBLIC WORKS**  
*Contract*

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

## COMMISSION AGENDA REPORT

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**FROM:** Andrea Rose, Administrative Assistant II

**MEETING:** June 5, 2025

**SUBJECT:** 2025 Bituminous Chip Seal Project

**PRESENTER:** Evan McMillan, Assistant Public Works Director

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On May 5, 2025, during the regularly scheduled Board of County Commissioners Meeting, Riley County Commissioners accepted the Bid from Apac Kansas Inc., Shears Division for the above referenced project. Attached for your approval is the contract with Apac Kansas Inc., Shears Division for the 2025 Bituminous Chip Seal Project in the amount of \$168,504.31. The estimated project completion is 4 working days for this project. The starting date for this project is expected during the month of June or July, 2025.

### **POSSIBLE MOTION(S)**

Move to sign and approve the contract with APAC, in the amount of 168,504.31.

#### Enclosures:

- Apac Signed Contract agreement (PDF)
- Bonds APAC (PDF)
- Acord Form Apac (PDF)
- letter (PDF)

# Contract Agreement

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **the people of Riley County, Kansas**, acting through their **County Commissioners**, thereunto duly authorized to do so, party of the first part and hereinafter called the Owner, and **Apac Kansas Inc. Shears Division**, party of the second part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with the law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents and has caused to be published in the manner and for the time required by law, an advertisement for and in connection with:

## **2025 Bituminous Chip Sealing**

in accordance with the drawings, specifications, and other contract documents prepared by Riley County, and

WHEREAS, the said Contractor in response to such advertisement has submitted to the Owner in the manner and at the time specified a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined, and canvassed the proposals submitted in response to the published invitation therefore, and as result of such canvass has determined and declared the aforesaid Contractor to be the best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and successors and the Contractor for itself, himself or themselves or its, his or their successors and assigns or its, his or their executors and administrators as follows:

ARTICLE I. The Contractor shall furnish all necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all work required for the construction of the project in strict compliance with the plans, specifications, and other contract documents herein mentioned which are hereby made a part of the contract.

ARTICLE II. The contract comprises the contract documents listed as follows. In the event that any provision of one contract document conflicts with the provision of another contract document, the provision in that contract document first listed below shall govern except as otherwise specifically stated:

- a. Agreement (this instrument), including Contractual Provisions attachment and Exhibits to the Agreement.

Attachment: Apac Signed Contract agreement (15886 : Contract-2025 Bituminous Chip Seal project)

b. Addenda to contract documents as follow:

| Addendum No. | Dated            |
|--------------|------------------|
| <u>1</u>     | <u>3.31.2025</u> |
| _____        | _____            |

c. Legal and procedural documents.

1. Proposal
2. Instructions to Bidders.
3. Notice to Bidders.

d. Detailed specification requirements.

1. Special Provisions.
2. Supplemental Specifications.
3. Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, 2015 Edition, Divisions 150, 200, 300, 400, 500, 600, 700, 800, 900 and the Materials Division.

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

1. Special Provisions.
2. Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, 2015 Edition, Division 100, the General Clauses and Covenants.

g. Bonds.

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

h. Owner's "Contractual Provisions Attachment"

ARTICLE III. The Contractor shall start work on or within ten days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract or on a subsequent date designated and authorized by the Owner in said order and the Contractor shall complete said work within **4 working days** as stated in his proposal.

ARTICLE IV. The Contractor shall at all times observe and comply with all Federal and State laws, local bylaws, ordinances, and regulations in any manner affecting the conduct of the work and all such orders or decrees as exist at present and those which may be enacted late by bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the Owner and all its officers, agents, representatives, and servants against any claim or liability from or based on the violation of any such law, bylaw, ordinance, regulation, order, or decree whether by himself, his employees, or his subcontractors.

The Contractor shall comply with all applicable laws governing safety, health, and sanitation and shall provide all safeguard, safety devices, and protective equipment and take any other needed actions on his own responsibility necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

ARTICLE V. For the performance of work under this contract, the Owner has designated Riley County Engineer as a duly authorized agent to perform the duties of the Engineer as the duly authorized representative of the Owner. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and the work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretation of the plans and specifications and all questions as to the acceptable fulfillment of the terms of the contract.

ARTICLE VI. The Owner shall have the right to terminate the employment of the Contractor after giving ten days written notice of termination to the Contractor and his surety in the event of any default by the Contractor and upon receiving written notice from the Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all material, tools, and equipment thereon and may finish the work by whatever method and means he may select. The Owner may demand of the Contractor's surety that the surety proceed in place of the Contractor to complete the contract in accordance with the terms and provisions thereof. It shall be considered a default by the Contractor whenever he shall:

- a. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
- b. Disregard or violate important provisions of the contract documents or Engineer's instructions or fail to prosecute the work according to the agreed schedule of completion including extensions thereof.
- c. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.

ARTICLE VII. The Contractor may suspend work or terminate the contract upon ten days written notice to the Owner and the Engineer for any of the following reasons:

- a. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no fault of the Contractor or his employees.
- b. If the Engineer should fail to act upon any request for payment within ten days after it is presented in accordance with the contract documents.
- c. If the Owner should fail to act upon any request for payment within 30 days after its approval by the Engineer.

d. If the Owner should fail to pay the Contractor any sum within 30 days after its award by arbitrators.

ARTICLE VIII. The Owner shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as compensation therefore, the unit bid prices stipulated in the Proposal attached hereto for the various items of work in accordance with the provisions of the contract documents. The total contract price shall be determined on the basis of the actual quantities of work performed and materials furnished as authorized and determined in accordance with the provisions of the contract documents. The total bid price, determined on the basis of approximate quantities listed in the above mentioned Schedule of Bid Prices is in the amount of **one hundred and sixty eight thousand five hundred four dollars and thirty one cents (\$168,504.31).**

ARTICLE IX. Ten percent (10%) shall be deducted from each partial payment and retained by Riley County until the provisions of the contract and bond have been satisfied. If the work is progressing satisfactorily in accordance with the plans, this retainage may be reduced as the contract nears completion. At no time shall the retainage exceed five (5%) of the total contract amount.

ARTICLE X. The Contractor agrees to bond every subcontractor by the terms of the contract documents but in no way shall this be considered as creating any contractual relation between any subcontractor and the Owner.

ARTICLE XI. The Contractor shall purchase and maintain insurance in the following minimum amounts or the minimum amounts required by law, whichever is greater throughout this Agreement:

- a) Workers' Compensation and employer's liability insurance as required by the State of Kansas.
- b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on site and off site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the contractor or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- d) Owner will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverage identified in items "b" and "c", and Contractor waives subrogation against Owner as to said policies.
- e) Contractor shall file (3) copies of certificates of aforementioned insurances with Owner through Engineer.

ARTICLE XII. This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and Contractor respectively and to his partners, successors, assigns, and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
RILEY COUNTY, KANSAS

\_\_\_\_\_  
Greg McKinley, Chairman

CONTRACTOR  
Apac Kansas Inc. Shears Division

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

*V.P. ASSISTANT SECRETARY*

*302 PLYTON, EMPORIA, KS*

*66801*

\_\_\_\_\_  
ATTEST: Rich Vargo, County Clerk

\* \* \* \* \*

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

\_\_\_\_\_  
Bryant Parker, County Counselor

Attachment: Apac Signed Contract agreement (15886 : Contract-2025 Bituminous Chip Seal project)

## CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated \_\_\_\_\_.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
  - 3.1 **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
  - 3.2 **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any Contract for a term of one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.
5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with its Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice

to Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. With regard to equipment, leased or otherwise, provided to County under the contract, if lawful, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by County, title to and possession of any equipment purchased by the County under contract, but not fully paid for, shall revert to Contractor at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

6. **LEASE/PURCHASE AGREEMENTS, LEASES WITH AN OPTION TO BUY, AND INSTALLMENT PURCHASE AGREEMENTS.** If the Contract to which this is attached is a lease-purchase agreement, a lease with an option to buy or an installment purchase agreement, pursuant to K.S.A. 10-1116b, County is obligated only to pay periodic payments or monthly installments under the contract as may be lawfully made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Pursuant to K.S.A. 10-1116c, if the foregoing Contract is for a term exceeding the current fiscal year of the County, the Contract must specify: (1) the amount or capital cost required to purchase the item if paid for by cash, (2) the annual average effective interest cost, and (3) the amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost.

7. **ANTI-DISCRIMINATION CLAUSE.** In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*

- 7.1 Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- 7.2 In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 7.3 If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 7.4 If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 7.5 Contractor shall include the provisions of paragraphs 7.1 through 7.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 7.6 Parties to the contract understand that this paragraph number 7 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

8. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
9. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
10. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
11. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
12. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
13. **INSURANCE PROVIDED BY CONTRACTOR.** Contractor shall maintain in full force and effect during the term of the Contract the insurance policies and coverages listed in the Contract, which policies shall be issued by a responsible carrier selected by Contractor. Contractor shall deliver to County, upon reasonable request, Certificates of Insurance evidencing such coverages. Minimum limits for coverage are as follows:
- |                                      |                                                 |
|--------------------------------------|-------------------------------------------------|
| • General Liability Insurance        | \$500,000 per occurrence                        |
| • Workers Compensation               | Per State Statutes                              |
| • Employers Liability                | \$100,000 Bodily Injury By Accident             |
| • \$500,000 Bodily Injury By Disease |                                                 |
| • \$100,000 Bodily Injury by Disease |                                                 |
| - each employee                      |                                                 |
| • Business Auto (Owned & Non-Owned)  | \$500,000 Combined single limit per occurrence  |
| ○ Property/Contents                  | Contractor agrees to maintain fire and extended |
|                                      | coverage on all property, real or personal,     |
|                                      | belonging to Contractor.                        |

The Riley County Board of County Commissioners and Riley County, Kansas shall be named as an additional insured with respect to the General Liability and Business Auto insurance coverages. All of the foregoing coverages shall be issued by a company or companies licensed to do business in the state of Kansas.

#### 14. **TERM AND TERMINATION.**

**14.1 Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

**14.2 Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.

**14.3 Termination for Convenience.** County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Contractor, stating the effective date of the termination for convenience.

**14.4 Payment Calculation Upon Termination.** In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute.

**15. INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.

#### 16. **PERSONNEL.**

**16.1 Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.

**16.2 Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

**16.3 Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**17. PROHIBITION OF CONFLICTS OF INTEREST.**

**17.1 Interest of Public Officials and Others.** No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.

**A. Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.

**B. Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

**18. ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

**19. SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.

**20. RECORDS, REPORTS AND INSPECTION.**

**20.1 Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.

**A. Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

**B. Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

21. **METHOD OF BILLING AND PAYMENT.**

**21.1 Billing Procedures.** Contractor agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.

**A. Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 20.1, above.

**B. Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.

**C. Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Contractor.

**D. Mailing Address.** Payments shall be mailed to Contractor's address as set forth herein.

22. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.

23. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.

24. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.

**County**

BOARD OF COUNTY COMMISSIONERS  
OF RILEY COUNTY, KANSAS

By: \_\_\_\_\_  
Greg McKinley, Chairman

\_\_\_\_\_  
Date

ATTEST: (seal)

\_\_\_\_\_  
Rich Vargo, County Clerk

Approved as to Form

By: \_\_\_\_\_  
Bryant Parker  
Riley County Counselor

Date: \_\_\_\_\_

**Contractor**

Apac Kansas Inc. Shears Division

By:  \_\_\_\_\_  
Name:

5-15-2025  
\_\_\_\_\_  
Date

Attachment: Apac Signed Contract agreement (15886 : Contract-2025 Bituminous Chip Seal project)

Bond No.: 9479895

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

that the Contractor Apac Kansas Inc., Shears Division of Emporia, KS, as

principal, and as surety Fidelity and Deposit Company of Maryland

a corporation authorized under the laws of the State of IL

with general offices in Schaumburg, IL

and authorized to transact business in the State of Kansas are held and firmly bound unto

Riley County, Kansas as Owner, in the penal sum of one hundred sixty eight thousand five hundred four dollars and thirty one cents (\$168,504.31.)

lawful money of the United States, for the payments of which sum well and truly to be made, said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written Agreement with Riley County,

Kansas as Owner, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the furnishing

of all materials and labor and doing all the work of whatever kind necessary to perform

### 2025 Bituminous Chip Sealing

for the Owner, all in accordance with the Contract Documents for such work on file in the office of the Owner and in accordance with said Agreement, which is by reference made a part hereof.

NOW THEREFORE, if said principal shall well and truly perform all of the covenants, conditions and obligations of said Agreement on the part of said principal to be performed, and shall hold the Owner harmless against all claims, loss of damage which it may sustain or suffer by reason of any breach of said Agreement by said principal, and if said principal shall maintain the improvements to be constructed by him as provided for in said Agreement and shall make good all defects in material and workmanship in the manner and for a period of one year, or such other period as provided for in the Contract Documents above referred to, then this obligation shall be void; otherwise to remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Agreement to the Work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications and further agrees that this bond and its obligation thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the Contract Documents.

IN TESTIMONY WHEREOF, said principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

APAC - Kansas, Inc., Shears Division

Principal

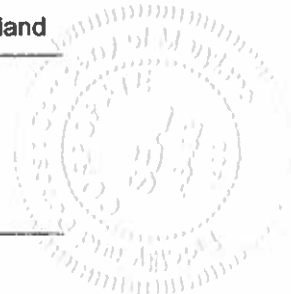


Fidelity and Deposit Company of Maryland

Surety

Attorney-in-fact

Kimberly Leonard



This instrument shall be executed in three (3) copies, all considered as originals. Date of this instrument shall not be prior to date of agreement. A certified copy of each agent's power-of-attorney must be attached to each copy hereon.

Attachment: Bonds APAC (15886 : Contract-2025 Bituminous Chip Seal project)

# STATUTORY BOND

Bond No.: 9479895

KNOW ALL MEN BY THESE PRESENTS

that the Contractor **Apac Kansas Inc. Shears Division**, as principal, and as surety

Fidelity and Deposit Company of Maryland a corporation authorized under the laws of the State of

IL with general offices in Schaumburg, IL and authorized to transact

business in the State of Kansas are held and firmly bound unto the State of Kansas in the penal sum of

**one hundred sixty eight thousand fivehundred four dollars and thrty one cents (\$168,504.31),**

lawful money of the United States, for the payment of which sum well and truly to be made, said

principal and surety bind themselves, their heirs, administrators, executors, successors, and assigns,

jointly and severally, firmly by these presents.

Signed, sealed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written Agreement with **Riley County, Kansas** as Owner, dated \_\_\_\_\_, 20\_\_\_\_\_, for the furnishing of all materials and

labor and doing all the work of whatever kind necessary to perform

## **2025 Bituminous Chip Sealing**

for the Owner, all in accordance with the Contract Documents for such work on file in the office of the Owner and in accordance with said Agreement, which is by reference made a part hereof.

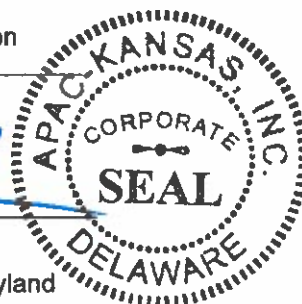
NOW THEREFORE, if the said principal or the subcontractor or subcontractors of said principal shall pay all indebtedness incurred for supplies, material, or labor furnished, used, or consumed in connection with or in or about the Construction or making of the above described improvement; including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications and further agrees that this bond and its obligation thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the Contract Documents.

IN TESTIMONY WHEREOF, said principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

APAC - Kansas, Inc., Shears Division

Principal



Fidelity and Deposit Company of Maryland

Surety

Attorney-in-fact

Kimberly Leonard

This instrument shall be executed in four (4) copies, all considered as originals. Date of this instrument shall not be prior to date of the agreement. A certified copy of each agent's power-of-attorney must be attached to each copy hereon. OWNER shall file one copy with the Clerk of the District Court, in the district that the work is performed.

Attachment: Bonds APAC (15886 : Contract-2025 Bituminous Chip Seal project)

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Christopher Nolan**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kimberly Leonard, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 31st day of March, A.D. 2025.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Christopher Nolan*

By: Christopher Nolan  
Vice President

*Dawn E. Brown*

By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 31st day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*

Genevieve M. Maison  
Notary Public  
My Commission Expires January 27, 2029



Attachment: Bonds APAC (15886 : Contract-2025 Bituminous Chip Seal project)

### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Thomas O. McClellan  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

Attachment: Bonds APAC (15886 : Contract-2025 Bituminous Chip Seal project)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Liberty Mutual Insurance Co. National Insurance East<br>500 N 3rd St, Suite 300<br>Wausau, WI 54403<br><br>www.LibertyMutual.com |        | <b>CONTACT</b><br>NAME: Valerie Reece<br>PHONE (A/C, No, Ext): 513-867-3822 FAX (A/C, No):<br>E-MAIL: Oldcastle.certs@LibertyMutual.com<br>ADDRESS:                                                                                                                                                                                                                                                                                                                 |  |                               |        |                                                  |       |                                          |       |            |  |            |  |            |  |            |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--------|--------------------------------------------------|-------|------------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>APAC-Kansas, Inc. (208-HUT)<br>1600 N. Lorraine Street, Suite 1<br>Hutchinson KS 67501                                            |        | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Liberty Mutual Fire Insurance Company | 23035 | INSURER B: Liberty Insurance Corporation | 42404 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                       | NAIC # |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |        |                                                  |       |                                          |       |            |  |            |  |            |  |            |  |
| INSURER A: Liberty Mutual Fire Insurance Company                                                                                                    | 23035  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |        |                                                  |       |                                          |       |            |  |            |  |            |  |            |  |
| INSURER B: Liberty Insurance Corporation                                                                                                            | 42404  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |        |                                                  |       |                                          |       |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                                                                          |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |        |                                                  |       |                                          |       |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                                                                          |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |        |                                                  |       |                                          |       |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                                                                          |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |        |                                                  |       |                                          |       |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                                                                          |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                               |        |                                                  |       |                                          |       |            |  |            |  |            |  |            |  |

**COVERAGES** **CERTIFICATE NUMBER: 85338529** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                            | ADDL INSD                           | SUBR WVD                            | POLICY NUMBER                                                                                                                 | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Primary/Non-Contributory<br><input checked="" type="checkbox"/> Separation of Insured<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | TB2-C81-004095-114<br><br>XCU Coverage Included                                                                               | 9/1/2024                | 9/1/2025                | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$50,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                                                    | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | AS2-C81-004095-124<br><br>AS2-C81-054502-524<br>Physical Damage only:<br>Comprehensive Ded \$10,000<br>Collision Ded \$10,000 | 9/1/2024                | 9/1/2025                | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                                                     |                                     |                                     |                                                                                                                               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                       | Y/N                                 | N/A                                 | WA7-C8D-004095-024<br>All except OH, ND, WA, WY<br><br>WC7-C81-004095-014<br>WI, MN                                           | 9/1/2024                | 9/1/2025                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2025 Bituminous Chip Sealing.  
 Riley County, Kansas is listed as additional insured with regards to the general liability and automobile liability policies, on a primary and non-contributory basis, where required by written contract. 30-day Notice of Cancellation.  
 Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                      |                                                                                                                                                                                                                      |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Riley County, Kansas<br>6215 Tuttle Creek Blvd<br>Manhattan KS 66503 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br>Valerie Reece |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2016/03)

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**Kimberly Leonard**  
Assistant Vice President

Marsh USA LLC  
445 South Street, Suite 210  
Morristown, NJ 07960  
973.401.5381  
Kimberly.leonard@marsh.com  
www.marsh.com

May 16, 2025

City of Manhattan, Riley County, Kansas  
810 Loma Ridge Drive  
Manhattan, KS 66503

Subject:  
APAC-Kansas, Inc. Shears Division, Bond 9479895

TO WHOM IT MAY CONCERN:

We hereby give our authorization to date the above referenced Performance and Payment bonds for the City of Manhattan, Riley County, Kansas – 9479895, and attached Power of Attorney to correspond with the date of the contract.

Sincerely,

*Kimberly Leonard*

Kimberly Leonard  
Attorney-In-Fact for Fidelity and Deposit Company of Maryland



Attachment: letter (15886 : Contract-2025 Bituminous Chip Seal project)



**PUBLIC WORKS**  
*Contract*

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

## COMMISSION AGENDA REPORT

---

**FROM:** Andrea Rose, Administrative Assistant II

**MEETING:** June 5, 2025

**SUBJECT:** Loan Agreement- KDHE-Riley County, KWPCRF Project No: C20 3098 01

**PRESENTER:** Evan McMillan, Assistant Director of Public Works

---

Please find the attached the Loan Agreement from KDHE for University Park Waste Water Lagoon Project NO C20 3098 01. The Loan Agreement covers up to \$462,210.00 with an estimated principal forgiveness of \$277,326.00. This Loan Agreement is additional funding needed to cover the University Park project costs and is in addition to the grants already awarded for the project.

### POSSIBLE MOTION(S)

Move to approve.

Move to deny.

Move to table for further discussion.

**Enclosures:**

- KDHE-Riley County Loan Agreement KWPCRF Project No. C20 3098 01 (PDF)

Division of Environment  
Curtis State Office Building  
1000 SW Jackson St., Suite 400  
Topeka, KS 66612-1367



Phone: 785-296-1535  
Fax: 785-559-4264  
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

March 31, 2025

Riley County Commission  
110 Courthouse Plaza  
Manhattan, KS 66502

Attn: Evan McMillan, County Engineer

Re: KWPCRF Project No.: C20 3098 01

Dear Commissioners:

Enclosed are two original copies of the loan agreement for the county's referenced project. Please sign each original copy. Keep one original loan agreement for the County's record and return the second to KDHE. It is necessary to complete Exhibits F and G and submit original copies with the signed loan agreement.

We look forward to working with the County on this project. Please call me at (785) 296-5527 or Ms. Brenda Diegel at (785) 296-4262, if you have any questions.

Sincerely yours,

Division of Environment

Cara C. Hendricks, P.E.  
Chief, Municipal Programs  
Bureau of Water

CCH  
Enclosure  
Final Loan Agreement

pc: North Central District  
Emily Zung  
2.1 File w/enclosure

Attachment: KDHE-Riley County Loan Agreement KWPCRF Project No. C20 3098 01 (15896 : Loan Agreement KDHE-Riley County)

---

## LOAN AGREEMENT

Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
ACTING ON BEHALF OF  
THE STATE OF KANSAS

AND

RILEY COUNTY, KANSAS  
KWPCRF PROJECT NO.: C20 3098 01

EFFECTIVE AS OF FEBRUARY 27, 2025

---

*The interest of the Kansas Department of Health and Environment ("KDHE") in the Loan Repayments to be made by the Municipality and certain other revenues (the "Revenues") under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the "Authority") pursuant to a Master Financing Indenture, between KDHE and the Authority. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority's Kansas State Revolving Fund Bonds, pursuant to a Master Financing Indenture adopted by the Authority.*

# LOAN AGREEMENT

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## KANSAS WATER POLLUTION CONTROL REVOLVING FUND LOAN AGREEMENT

**THIS LOAN AGREEMENT**, effective as of February 27, 2025, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and RILEY COUNTY, KANSAS, a "Municipality" according to K.S.A. 65-3321 hereinafter referenced as the "Municipality";

### WITNESSETH:

**WHEREAS**, the Federal Water Quality Act of 1987 (the "Federal Act") established a state revolving fund program as a means to phase-out the Environmental Protection Agency (EPA) construction grants program and replace it with a revolving loan program operated by the individual states; and

**WHEREAS**, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states (CFDA 66.458), on the condition that each state provide a state match for such state's revolving fund; and

**WHEREAS**, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

**WHEREAS**, under the Loan Act, the Secretary (the "Secretary") of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

**WHEREAS**, the Secretary, the Kansas Department of Administration, Division of Accounts and Reports ("the DOA"), and the Kansas Development Finance Authority (the "Authority") have entered into an Inter-Agency Agreement effective December 23, 1999, (the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, DOA, and the Authority, to jointly administer certain provisions of the Loan Act; and

**WHEREAS**, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Financing Indenture, as the same has been amended and may be further amended and supplemented from time to time, (jointly the "Master Indenture"), pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Wastewater Treatment Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority; and

**WHEREAS**, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act);

**WHEREAS**, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

**WHEREAS**, KDHE has approved the Municipality's application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the Bonds when issued by the Authority; and

**NOW, THEREFORE**, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01. Definitions.** The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise or as otherwise defined in the Master Resolution, have the following meanings:

**"Act"** means the Constitution and laws of the State, including particularly the Loan Act and K.S.A. 74-8905(a), as amended and supplemented.

**"Additional Payments"** means the payments described in **Section 2.06** hereof.

**"Additional Revenue Obligations"** means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Revenue Obligations.

**"Annual Compliance Checklist"** means a questionnaire and/or checklist designed to ensure compliance with the requirements related to the use of proceeds of this Loan Agreement, the use of the Financed Facility and the investment of gross proceeds of this Loan Agreement that is completed each year by the Municipality initially in the form set forth in **Exhibit I**.

**"Authority"** means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

**"Authorized Municipality Representative"** means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.

**"Bonds"** means the Kansas Development Finance Authority, Kansas Revolving Funds Revenue Bonds, issued in one or more series pursuant to the Master Indenture, and supplements thereto.

**"Code"** means the Internal Revenue Code of 1986, as amended, and the regulations thereunder promulgated by the Department of the Treasury.

**"Continuing Disclosure Undertaking"** means, with respect to any series of Bonds, the undertaking or agreement by KDHE and any other parties thereto with respect to continuing disclosure matters within the scope of the SEC Rule.

**"Dedicated Source of Revenue"** shall have the meaning ascribed thereto in *Exhibit B* attached hereto.

**"EPA"** means the Environmental Protection Agency of the United States, its successors and assigns.

**"Event of Default"** means any occurrence of the following events:

(a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;

(b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;

(c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;

(e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;

(f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

(g) the Municipality shall generally fail to pay its debts as such debts become due;

(h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to **Section 2.03** hereof.

**“Existing Revenue Obligation”** means any obligation for the payment of money undertaken by the Municipality, which is payable from or secured, by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Municipality.

**“Federal Act”** means the Federal Water Quality Act of 1987, as amended.

**“Federal Tax Regulations”** means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

**“Financed Facility”** means the portion of the Project consisting of property financed or refinanced with the proceeds of this Loan Agreement as described herein.

**“GAAP”** means generally accepted accounting principles as applicable to municipal utility systems.

**“Indebtedness”** means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Obligations, Additional Revenue Obligations, general obligation bonds or notes, lease or lease-purchase agreement or similar financial transactions.

**“Indenture”** means collectively the Master Financing Indenture, dated as of November 1, 2010, among the Authority, KDHE and the trustee named therein, and any supplemental indentures executed from time to time by the Authority, KDHE and the trustee named therein, in accordance with the provisions of the Master Financing Indenture.

**“KDHE”** means the Kansas Department of Health and Environment or its successors in interest.

**“Loan Act”** means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-3321 through 65-3329, inclusive, as amended and supplemented.

**“Loan Agreement”** means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

**“Loan Repayments”** means the payments payable by the Municipality pursuant to **Section 2.05** of this Loan Agreement.

**“Loan Terms”** means the terms of this Loan Agreement provided in **Article II** hereof.

**“Management or Operating Agreement”** means a legal agreement with a Non-Qualified User where the Non-Qualified User provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, a contract for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) is not a Management or Operating Agreement.

**“Master Indenture”** means the Master Financing Indenture adopted by the Board of Directors of the Authority, as amended and supplemented from time to time by Supplemental Resolutions.

**“Municipality”** means Riley County, Kansas, its successors and assigns.

**“Non-Qualified Use”** generally means any use of the Financed Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Financed Facility by any other member of the general public. The rules set out in Federal Tax Regulations § 1.141-3 determine whether the Financed Facility is “used” in a trade or business. Generally, ownership, a lease, a Management or Operating Agreement or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Federal Tax Regulations § 1.141-3.

**“Non-Qualified User”** means any person or entity other than a Qualified User.

**“Opinion of Bond Counsel”** means the written opinion of a firm of nationally recognized Bond Counsel acceptable to the Authority to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

**“Qualified User”** means the City, a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

**“Project”** means the acquisition, construction, improvement, repair, rehabilitation or extension of the System described in **Exhibit A** hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.

**“Project Costs”** means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) financing and administrative costs associated with the Loan Agreement; and (d) subject to the approval of Bond Counsel and the Authority, payment of temporary financing obligations issued by the Municipality to pay Project Costs;

**“Regulations”** means Kansas Administrative Regulations (K.A.R.) 28-16-110 to 28-16-138, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

**“Revolving Fund”** means the Kansas Water Pollution Control Revolving Fund established by the Loan Act.

**“SEC Rule”** means Rule 15c2-12 adopted by the Securities and Exchange Council under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

**“Secretary”** means the Secretary of KDHE

**“State”** means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

**“System”** means wastewater collection and treatment system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in **Exhibit A**, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Wastewater Treatment System.

**“System Revenues”** means all revenues derived by the Municipality from the ownership and operation of the System.

**“Wastewater Treatment System”** means any Wastewater Treatment Works, as defined in the Federal Act, that is publicly owned, and as further described in the Regulations.

## **Section 1.02. Rules of Interpretation.**

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) All references in this Loan Agreement to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

- (d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

## ARTICLE II

### LOAN TERMS

**Section 2.01. Amount of the Loan.** Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed \$462,210 to the Municipality to pay all or a portion of Project Costs described in *Exhibit A* hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (*Exhibit B* hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. Any amendment to *Exhibit B* shall be effected by written amendment to the Loan Agreement executed by all parties.

**Section 2.02. Interest Rate.** The gross interest rate on the loan shall be 2.47% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, *Exhibit B* hereto. This gross interest rate consists of a net loan interest rate, and a service fee, as described in *Exhibit B*.

### Section 2.03. Disbursement of Loan Proceeds.

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as *Exhibit E*), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs:

- (1) any eligible planning/design costs incurred prior to execution of this Loan Agreement;
- (2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or

(3) interest becoming due on the Loan prior to the initial scheduled payment of principal; and

(4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs.

(b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:

(1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;

(2) the Municipality shall certify to KDHE that it has executed a Project contract or contracts and has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement, if any;

(3) no Event of Default by the Municipality shall have occurred and be continuing; and

(4) the Municipality continues to maintain reasonable progress towards completion of the Project.

#### **Section 2.04. Schedule of Compliance; Completion of Project.**

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in ***Exhibit C*** attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Such certificate shall be given not later than the date established by KDHE, which shall be approximately the date that the Project is capable of being placed into operation by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

#### **Section 2.05. Repayment of the Loan.**

(a) *Loan Repayments.* The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with ***Exhibit B*** attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on ***Exhibit B*** as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made no more than one year after project initiation of operation. The final installment of principal under the Loan shall be fully repaid not later than 21 years after Project completion.

(b) *Prepayment of the Loan.* The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, without penalty, if consent from KDHE is obtained. The municipality must provide a written request to KDHE of its desire to prepay, such request shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument) and the desired date of prepayment. KDHE may require the prepayment date coincide with a scheduled repayment date. A partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or \$50,000. A new **Exhibit B** will be prepared by KDHE following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

**Section 2.06. Additional Payments.** The Municipality shall pay as Additional Payments the following amounts:

(a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Resolution are insufficient to make such payments; and.

(b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

### ARTICLE III

#### REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

**Section 3.01. Representations of the Municipality.** The Municipality makes the following representations:

(a) ***Organization and Authority.***

(1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The Resolution (adopted substantially in the form attached hereto as **Exhibit F**) and other proceedings of the Municipality's governing body approving this Loan Agreement and

authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) **Full Disclosure.** To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan or otherwise that materially adversely affects or that will materially adversely affect the properties, activities, or its System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of revenues of the System; (8) the levy and collection of unlimited *ad valorem* taxes to pay the principal of and interest on the Loan; or (9) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) **Compliance with Existing Laws and Agreements.** To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not presently aware of any violation of any agreement, which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) **Compliance with Law.** The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:

(1) complied with all laws, resolutions, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the Project.

(g) **Use of Loan Proceeds.** The Municipality will apply the proceeds of the Loan as described in **Exhibit D**: (1) to finance or refinance a portion of the Project Cost; and (2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by KDHE and is eligible for such reimbursement pursuant to the Regulations and the Code.

(h) **Project Costs.** The Municipality certifies that the Project Costs, as listed in **Exhibit D**, is a reasonable and accurate estimation and, upon direction of KDHE, will supply the same with a certificate from its engineer stating that such Costs are reasonable and accurate estimations, taking into account investment income to be realized during the course of construction of the Project, if any, and other lawfully available money that would, absent the Loan, have been used to pay the Project Costs.

### **Section 3.02. Particular Covenants of the Municipality.**

(a) **Dedicated Source of Revenue for Repayment of the Loan.** The Municipality hereby establishes the Dedicated Source of Revenue described on **Exhibit B** attached hereto, which Dedicated Source of Revenue is hereby pledged to the Loan Repayments, Additional Payments and all other obligations of the Municipality under this Loan Agreement.

(b) **Performance Under Loan Agreement.** The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in **Exhibit C** hereto) as are applicable to this Loan Agreement; and

(2) to cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement (including, without limitation the requirements contained in **Exhibit C** hereto).

(c) **Completion of Project and Provision of Moneys Therefore.** The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in **Exhibit C** hereto; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) **Delivery of Documents and Payment of Fees.** Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Loan Agreement;

(2) copies of the resolution of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as **Exhibit F** together with an affidavit of publication thereof in the official newspaper of the Municipality;

(3) an opinion of the Municipality's counsel substantially in the form set forth in **Exhibit G** attached hereto;

(4) such other certificates, documents, opinions and information as KDHE may reasonably require.

(e) **Operation and Maintenance of System.** The Municipality covenants and agrees that it shall, in accordance with prudent wastewater treatment utility practice:

(1) at all times operate the properties of its System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;

(3) implement any modification of the rates fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Secretary may require to ensure repayment of the Loan in accordance with the provisions of the Loan Act; and

(4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.

(f) **Disposition of System.** The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. In no event shall the Municipality sell, abandon or otherwise transfer ownership of the System to any person or entity other than a city, county, township, sewer district, improvement district, or other political subdivision of the State, or any combination thereof, that has legal responsibility to treat wastewater. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) **Records and Accounts**

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General

Accounts"). Such System Records shall be audited annually in accordance with generally accepted auditing standards if the total Disbursement of Loan Proceeds exceed \$25,000 for the Municipality's fiscal year. This audit shall be completed by an independent certified public accountant or firm of independent certified public accountants, or by an independent registered municipal accountant, and may be part of the single agency audit made on the Municipality's General Accounts in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, **Audits of States, Local Governments, and Non-Profit Organizations** as amended in 1996 and 2003 and as may be further amended and revised. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 270 days of the close of the Municipal Fiscal Year being so audited.

(2) The Municipality shall maintain Project accounts in accordance with generally accepted government accounting standards including standards relating to the reporting of infrastructure assets.

(h) **Inspections.** The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(i) **Financial Information.**

(1) Obligation to Provide Information if Notified by KDHE. The Municipality agrees to provide to KDHE such annual financial information and operating data, together with ongoing notice of the occurrence of any "material event" (defined below), each with respect to the Municipality, as is necessary for KDHE to comply with each Continuing Disclosure Undertaking from time to time in effect. Such information, data and notices pursuant to this section will be required to be provided by the Municipality upon notice from KDHE that the Municipality is a Principal Participating Municipality (which is a borrower for which information and notices are required to be filed pursuant to a Continuing Disclosure Undertaking), as defined in a Continuing Disclosure Undertaking.

(2) Timing. Any such financial information and operating data shall be provided by the Municipality to KDHE as soon as practicable after it is available, and any such notice of a material event shall be provided by the Municipality to KDHE promptly following the occurrence of the event. Existing Continuing Disclosure Undertakings require that any such financial information and operating data shall be filed by KDHE within 270 days after the end of the Municipal Fiscal Year, as defined in a Continuing Disclosure Undertaking, and that any such notice of a material event be filed by KDHE within 10 business days of the occurrence of the material event. The timing of such requirements may be different in a future Continuing Disclosure Undertaking, and a request by KDHE to the Municipality pursuant to this section may require that such information be provided to KDHE a reasonable period in advance of the filing dates required by a Continuing Disclosure Undertaking.

(3) **Annual Information.** Any such financial information shall be accompanied by an audit report prepared in accordance with the provisions of subsection (g)(2) hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law, in which case it shall be prepared on such other basis of accounting that demonstrates compliance with State law. Such requirement for financial information and operating data may be satisfied by submitting the Municipality's annual comprehensive financial report (ACFR) and/or annual report of its System (if System revenues are included in the dedicated source of repayment), unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared, but is not available within 270 days of the end of the Municipal Fiscal Year, un-audited financial information shall be provided to KDHE pending receipt of the audit report. If the method of preparation and the basis of accounting is changed to a basis less comprehensive than previously described, the Municipality shall provide a specific notice of such change to KDHE when the financial information is provided.

(4) **Event Notices.** For purposes of this section, "material event" shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that the Municipality is a Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i) bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

(j) **Insurance.** The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of Systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence).

(k) **Notice of Material Adverse Change.** The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(l) **Additional Covenants and Requirements.** The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws.

### Section 3.03 Federal Tax Compliance Representations and Covenants.

(a) The Municipality is the owner of the Financed Facility. As long as any portion of this Loan Agreement is unpaid, the Municipality will not dispose of any portion of the Financed Facility without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel.

(b) As long as any portion of this Loan Agreement is unpaid, the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel. In furtherance of this covenant, the Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User or provide any Non-Qualified User with a special legal right or entitlement to use the Financed Facility without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel.

(c) None of the proceeds of this Loan Agreement will be loaned directly or indirectly to any Non-Qualified User.

(d) All costs previously paid by the Municipality that are to be reimbursed from the proceeds of this Loan Agreement either (1) were paid by the Municipality after the date the Municipality filed its application with KDHE and not more than 3 years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the Project paid prior to the date construction commenced.

(e) The Municipality will not take any action or permit any action to be taken which would cause this Loan Agreement to be "federally guaranteed" within the meaning of Code § 149.

(f) No operating costs or expenses of the Municipality are being paid from the proceeds of this Loan Agreement.

(g) Upon the written request of the Authority or KDHE, the Municipality will provide written confirmation of compliance with the federal tax requirements through use of an Annual Compliance Checklist in a form acceptable to the Authority and KDHE. A sample Annual Compliance Checklist is attached to this Loan Agreement as **Exhibit I**.

## ARTICLE IV

### ASSIGNMENT

**Section 4.01. Assignment and Transfer by KDHE.** The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments and Additional Payments to the Authority, and the Authority's pledging of all or a portion of the same to the Bonds.

**Section 4.02. Assignment by the Municipality.** This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

- (a) KDHE and the Authority shall have approved said assignment in writing;
- (b) the assignee is a city, county, township, sewer district, improvement district or other political subdivision of the State or any combination thereof that has legal responsibility to treat wastewater;
- (c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;
- (d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations to the Authority under the Master Indenture, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and
- (e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c), and (d)* hereof have been met.

## ARTICLE V

### EVENTS OF DEFAULT AND REMEDIES

**Section 5.01. Notice of Default.** If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in **Section 6.01** hereof.

## **Section 5.02. Remedies on Default.**

(a) Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on **Exhibit B**, or such other remedies provided to the Secretary in the Loan Act and the Regulations.

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the Municipality in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

**Section 5.03. Expenses.** Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

**Section 5.04. Application of Moneys.** Any moneys collected by KDHE pursuant to **Section 5.02** hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to **Section 5.03** hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

**Section 5.05. No Remedy Exclusive; Waiver; Notice.** No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this **Article V**, it shall not be necessary to give any notice, other than such notice as may be required in this **Article V**.

**Section 5.06. Retention of Rights.** Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

**Section 5.07. Financial and Management.** Upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, may require the Municipality to undergo a financial and management operations review. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Loan Agreement.

## ARTICLE VI

### MISCELLANEOUS

**Section 6.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection (b)*, to the parties hereinafter set forth at the following addresses:

(1) to KDHE:

Department of Health and  
Environment  
1000 SW Jackson Street, Suite 420  
Topeka, Kansas 66612-1367  
Attention: Bureau of Water

with a copy to its General Counsel

(2) to the Authority:

Kansas Development Finance  
Authority  
534 South Kansas Avenue, Suite 800  
Topeka, Kansas 66603  
Attention: President,

with a copy to its General Counsel

(3) to the Municipality:

at the address set forth on *Exhibit H*.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

**Section 6.02. Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

**Section 6.03. Severability.** In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

**Section 6.04. Amendments, Supplements and Modifications.** This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

**Section 6.05. Execution in Counterparts.** This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 6.06. Governing Law and Regulations.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

**Section 6.07. Consents and Approvals.** Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary.

**Section 6.08. Further Assurances.** The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

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IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written.

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS



By: Janet Stanek  
 Janet Stanek  
 Secretary  
 Kansas Department of Health and Environment

Date: 3-25-2025

RILEY COUNTY, KANSAS

(Seal)

By: \_\_\_\_\_  
 Title: Chairperson  
 "Municipality"

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
 Title: Clerk

Attachment: KDHE-Riley County Loan Agreement KWPCRF Project No. C20 3098 01 (15896 : Loan Agreement KDHE-Riley County)

***EXHIBIT A*****DESCRIPTION OF THE PROJECT**

The project includes construction of a non-discharging wastewater lagoon facility to replace the existing mechanical package treatment plant serving Riley County-University Park Sewer Benefit District. The project also includes installation of a lift station and new sewer force main.

## **EXHIBIT B**

### **DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE**

#### ***Dedicated Source of Revenue***

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

#### ***Loan Repayment Schedule***

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in **Section 2.02** hereof.

#### ***Principal Forgiveness***

Certain loans may be awarded principal forgiveness if the municipality qualifies under affordability criteria or if the project is considered a sustainability project. The amount of principal forgiveness is estimated on the repayment schedule found on the following page and will be finalized when the loan agreement is amended to reflect the final costs of the project. The principal forgiveness will be provided on the date of the final loan disbursement. KDHE reserves the right to increase the principal forgiveness as needed to meet requirements of Public Law.

The principal forgiveness amount will be calculated at 60% of the final loan amount but cannot exceed \$2,000,000.

## KANSAS WATER POLLUTION CONTROL REVOLVING FUND

Preliminary Schedule for Construction Loan Agreement  
Amortization of Loan Costs as of 2/27/2025

Prepared for:

Riley County-University Park, Project No. C20 3098 01

Project Principal: 462,210.00  
Interest During Const.: 0.00  
Service Fee During Const.: 0.00  
Gross Loan Costs: 462,210.00  
Estimated Principal Forgiveness: 277,326.00  
Estimated Net Loan Costs: 184,884.00

Gross Interest Rate Allocation thru 9/1/2030 after 9/1/2030  
Service Fee Rate: 2.22% 0.25%  
Net Loan Interest Rate: 0.25% 2.22%

Gross Interest Rate: 2.47%  
First Payment Date: 3/1/2027  
Number of Payments: 40

| Payment Number | Payment Date | Beginning Balance | Interest Payment | Principal Payment | Service Fee | Total Payment | Ending Balance |
|----------------|--------------|-------------------|------------------|-------------------|-------------|---------------|----------------|
| 1              | 3/1/2027     | 184,884.00        | 231.11           | 3,601.97          | 2,052.21    | 5,885.29      | 181,282.03     |
| 2              | 9/1/2027     | 181,282.03        | 226.60           | 3,646.46          | 2,012.23    | 5,885.29      | 177,635.57     |
| 3              | 3/1/2028     | 177,635.57        | 222.04           | 3,691.50          | 1,971.75    | 5,885.29      | 173,944.07     |
| 4              | 9/1/2028     | 173,944.07        | 217.43           | 3,737.08          | 1,930.78    | 5,885.29      | 170,206.99     |
| 5              | 3/1/2029     | 170,206.99        | 212.76           | 3,783.23          | 1,889.30    | 5,885.29      | 166,423.76     |
| 6              | 9/1/2029     | 166,423.76        | 208.03           | 3,829.96          | 1,847.30    | 5,885.29      | 162,593.80     |
| 7              | 3/1/2030     | 162,593.80        | 203.24           | 3,877.26          | 1,804.79    | 5,885.29      | 158,716.54     |
| 8              | 9/1/2030     | 158,716.54        | 198.40           | 3,925.14          | 1,761.75    | 5,885.29      | 154,791.40     |
| 9              | 3/1/2031     | 154,791.40        | 1,718.18         | 3,973.62          | 193.49      | 5,885.29      | 150,817.78     |
| 10             | 9/1/2031     | 150,817.78        | 1,674.08         | 4,022.69          | 188.52      | 5,885.29      | 146,795.09     |
| 11             | 3/1/2032     | 146,795.09        | 1,629.43         | 4,072.37          | 183.49      | 5,885.29      | 142,722.72     |
| 12             | 9/1/2032     | 142,722.72        | 1,584.22         | 4,122.67          | 178.40      | 5,885.29      | 138,600.05     |
| 13             | 3/1/2033     | 138,600.05        | 1,538.46         | 4,173.58          | 173.25      | 5,885.29      | 134,426.47     |
| 14             | 9/1/2033     | 134,426.47        | 1,492.13         | 4,225.13          | 168.03      | 5,885.29      | 130,201.34     |
| 15             | 3/1/2034     | 130,201.34        | 1,445.23         | 4,277.31          | 162.75      | 5,885.29      | 125,924.03     |
| 16             | 9/1/2034     | 125,924.03        | 1,397.76         | 4,330.12          | 157.41      | 5,885.29      | 121,593.91     |
| 17             | 3/1/2035     | 121,593.91        | 1,349.69         | 4,383.61          | 151.99      | 5,885.29      | 117,210.30     |
| 18             | 9/1/2035     | 117,210.30        | 1,301.03         | 4,437.75          | 146.51      | 5,885.29      | 112,772.55     |
| 19             | 3/1/2036     | 112,772.55        | 1,251.78         | 4,492.54          | 140.97      | 5,885.29      | 108,280.01     |
| 20             | 9/1/2036     | 108,280.01        | 1,201.91         | 4,548.03          | 135.35      | 5,885.29      | 103,731.98     |
| 21             | 3/1/2037     | 103,731.98        | 1,151.42         | 4,604.21          | 129.66      | 5,885.29      | 99,127.77      |
| 22             | 9/1/2037     | 99,127.77         | 1,100.32         | 4,661.06          | 123.91      | 5,885.29      | 94,466.71      |
| 23             | 3/1/2038     | 94,466.71         | 1,048.58         | 4,718.63          | 118.08      | 5,885.29      | 89,748.08      |
| 24             | 9/1/2038     | 89,748.08         | 996.20           | 4,776.90          | 112.19      | 5,885.29      | 84,971.18      |
| 25             | 3/1/2039     | 84,971.18         | 943.18           | 4,835.90          | 106.21      | 5,885.29      | 80,135.28      |
| 26             | 9/1/2039     | 80,135.28         | 889.50           | 4,895.62          | 100.17      | 5,885.29      | 75,239.66      |
| 27             | 3/1/2040     | 75,239.66         | 835.16           | 4,956.08          | 94.05       | 5,885.29      | 70,283.58      |
| 28             | 9/1/2040     | 70,283.58         | 780.15           | 5,017.29          | 87.85       | 5,885.29      | 65,266.29      |
| 29             | 3/1/2041     | 65,266.29         | 724.46           | 5,079.25          | 81.58       | 5,885.29      | 60,187.04      |
| 30             | 9/1/2041     | 60,187.04         | 668.08           | 5,141.98          | 75.23       | 5,885.29      | 55,045.06      |
| 31             | 3/1/2042     | 55,045.06         | 611.00           | 5,205.48          | 68.81       | 5,885.29      | 49,839.58      |
| 32             | 9/1/2042     | 49,839.58         | 553.22           | 5,269.77          | 62.30       | 5,885.29      | 44,569.81      |
| 33             | 3/1/2043     | 44,569.81         | 494.72           | 5,334.86          | 55.71       | 5,885.29      | 39,234.95      |
| 34             | 9/1/2043     | 39,234.95         | 435.51           | 5,400.74          | 49.04       | 5,885.29      | 33,834.21      |
| 35             | 3/1/2044     | 33,834.21         | 375.56           | 5,467.44          | 42.29       | 5,885.29      | 28,366.77      |
| 36             | 9/1/2044     | 28,366.77         | 314.87           | 5,534.96          | 35.46       | 5,885.29      | 22,831.81      |
| 37             | 3/1/2045     | 22,831.81         | 253.43           | 5,603.32          | 28.54       | 5,885.29      | 17,228.49      |
| 38             | 9/1/2045     | 17,228.49         | 191.24           | 5,672.51          | 21.54       | 5,885.29      | 11,555.98      |
| 39             | 3/1/2046     | 11,555.98         | 128.27           | 5,742.58          | 14.44       | 5,885.29      | 5,813.40       |
| 40             | 9/1/2046     | 5,813.40          | 64.53            | 5,813.40          | 7.36        | 5,885.29      | 0.00           |
| Totals         |              |                   | 31,862.91        | 184,884.00        | 18,664.69   | 235,411.60    |                |

## **EXHIBIT C**

### **CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT**

1. Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
  - a. Advertising for bids within 30 days of authorization to advertise.
  - b. Bid opening no sooner than 30 days after advertisement for bids.
  - c. Contract award within 60 days of bid opening.
  - d. Issuance of notice to proceed within 30 days of contract award.
  - e. Initiation of operation within 210 days of notice to proceed or no later than April 30, 2026.
  - f. Finalization of construction within 240 days of notice to proceed.
  - g. Project Performance Certification 365 days following Initiation of Operation.

KDHE must be promptly notified of any proposed changes.

2. Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
3. The Municipality agrees that all bid solicitations will include the following statement in the "Advertisement for Bids" for this project:

#### Nondiscrimination in Employment

- a. Bidders on this work will be required to comply with the President's Executive Order No. 11246 as amended. Requirements for bidders and contractors under this order are explained in the specifications.
4. The municipality must comply with and include the requirements of the Prohibition Statement below in all contracts and subcontracts made to private entities.
  - a. The Contractor, its employees, subcontractors and subcontractors' employees may not engage in severe forms of trafficking in persons during the period of time that the contract is in effect; procure a commercial sex act during the period of time that the contract is in effect; or use forced labor in the performance of the contract or subcontract.
5. The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.
6. The Municipality agrees to include Section 202 of Executive Order 11246 in all contracts and subcontracts for all construction contracts exceeding \$10,000.00.

7. If the project is for construction, alteration, and repair of treatment works, the municipality shall comply with KWPCRF wage rate requirements listed below:
- a. insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;
  - b. while the solicitation remains open, shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.
  - c. incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
  - d. review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
  - e. either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
  - f. provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and

completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;

- g. interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;
  - h. establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
  - i. periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
  - j. periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.
  - k. must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Julie Milazzo at [Milazzo.Julie@epa.gov](mailto:Milazzo.Julie@epa.gov) or 206-553-2429 ; and to the appropriate DOL Wage and Hour District Office listed at [www.dol.gov/whd/america2.htm](http://www.dol.gov/whd/america2.htm).
8. The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered

Transactions,” includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at [www.sam.gov](http://www.sam.gov).

9. The Municipality agrees that all bid solicitations will include the Anti-Lobbying Certification form, which must be completed and returned with the bid form.
10. The owner or successful bidder must obtain, prior to construction, permit coverage from KDHE to discharge stormwater runoff associated with construction activity for most any project which disturbs one acre or more of soils. A Notice of Intent form (NOI) must be submitted to KDHE 60 days before the start of construction and a permit determination from KDHE must be made before construction can begin. The Kansas construction stormwater general permit, a Notice of Intent (application form), a frequently asked questions file, and supplemental materials are available online on the KDHE Stormwater Web Page at [www.kdhe.state.ks.us/stormwater](http://www.kdhe.state.ks.us/stormwater).
11. The Municipality shall follow applicable state procurement laws and regulations. KDHE approval is required prior to procurement.
12. The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.
13. The Municipality will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications per K.A.R. 28-16-55 and Water Quality Policy Memorandum No. 2-78 dated January 18, 1978 and will furnish progress reports and such other information as the State may require.
14. The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction (engineer associated with the design build team) will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:
  - a. The Municipality agrees the performance standards applicable to the Project are:
    - (1) All construction deficiencies have been resolved.
  - b. One year after completion of construction and initiation of operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and effluent limitations contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.

- c. Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.
15. A final plan of operation and draft O&M Manual shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion and the Final O&M Manual must be submitted at 90% construction completion. The plan of operation must include, but is not limited to, an assessment of the employee skills necessary to carry out the operation and maintenance function and a training plan designed to provide employees with the necessary skills. Details on the skills assessment must be submitted along with the final plan of operation. Necessary training as indicated by the skills assessment must be provided in accordance with the approved training plan.
16. The rates and resolutions enacting the System user charges and System use requirements shall be enacted prior to initiation of operation.
17. The municipality agrees to provide a Fiscal Sustainability Plan (FSP) document to KDHE, including an appropriate Asset Management Plan, prior to final closeout of the Loan Agreement project. The required scope of the FSP will be provided to the municipality by letter from KDHE.
18. None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a wastewater collection system or wastewater treatment plant unless all of the iron and steel products used in the project are produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
19. This Project is consistent with the Kansas Water Quality Management Plan, subject to the provisions of Section 208(d) and 208(e) of the Federal Water Pollution Control Act, as amended. Service by the Project will not be denied or conditioned on the basis of factors or issues unrelated to wastewater management.
20. The Loan Recipient must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Loan Recipient. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.
21. The Municipality hereby agrees to request and obtain intergovernmental environmental evaluations of the proposed Project and the Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of the project.

22. The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.
23. The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.
24. If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in Exhibit C(1), regardless of whether KDHE funding is available for the remaining System improvements.

**EXHIBIT D****USE OF LOAN PROCEEDS**

Construction of a non-discharging wastewater lagoon facility to replace the existing mechanical package treatment plant serving Riley County-University Park Sewer Benefit District. The project also includes installation of a lift station and new sewer force main.

The loan proceeds will be utilized to pay the costs of:

1. Construction: All actual construction costs of the improvements to the wastewater collection and treatment system and incidental work associated with construction.
2. Engineering: All actual costs of construction services including basic services, design, procurement, inspection, final plan of operation, user charge and sewer use resolution development, one year project performance evaluation, and all items as included in the engineering contract for the project, including the Fiscal Sustainability Plan.
3. Administrative: All reasonable costs of legal and financial administrative support directly provided for the project, including financial audits.

Unallowable Costs: The costs of full-time employees of the municipality.

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## EXHIBIT E

### INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.
2. All cost entries must be based upon allowable work in place, which is due and payable. This means that you may **not** request payment for:
  - a. Any work or services, which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.
  - b. Any work performed under a change order unless written approval of the change order has been given by the State.
  - c. Any ineligible project costs.
  - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
  - e. Expenditures relating to site acquisition, easements, rights-of way, EXCEPT: (1) additional work required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act such as appraisal and certification services; (2) when the site itself is allowable in accordance with Federal SRF regulations and guidance; and (3) costs incurred in eminent domain proceedings.
  - f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds, which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. Submit an original signature of the form and one set of supporting documentation directly to:

Kansas Department of Health & Environment  
Bureau of Water  
Municipal Programs  
1000 SW Jackson Street, Suite 420  
Topeka, Kansas 66612-1367

You should retain one copy for your records.

## EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS

|                                                       |                                                |                                               |
|-------------------------------------------------------|------------------------------------------------|-----------------------------------------------|
| INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR:      |                                                | KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT) |
| KANSAS WATER POLLUTION CONTROL REVOLVING FUND _____   |                                                | KWPCRF PROJECT # C20                          |
| KANSAS PUBLIC WATER SUPPLY LOAN FUND _____            |                                                | KPWSLF PROJECT #                              |
| IS THIS THE FINAL DISBURSEMENT REQUEST FOR THIS LOAN? | RECIPIENT INFORMATION                          |                                               |
| YES _____ NO _____                                    | NAME :                                         |                                               |
| PAYMENT REQUEST NUMBER :                              | ADDRESS or PO box (include City, State, Zip) : |                                               |

The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:

| Classification                                                                         | Invoice amounts (Invoices must be attached) | Invoiced from (list payee(s)) | Description |
|----------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------|-------------|
| a. Administrative expense (loan admin services, publication fees, attorney fees, etc.) |                                             |                               |             |
| b. Engineering services expense                                                        |                                             |                               |             |
| c. Land, easements (Not allowable under KWPCRF)                                        |                                             |                               |             |
| d. Construction Contract Expense                                                       |                                             |                               |             |
| e. Equipment (by separate KDHE approved contract or procedure)                         |                                             |                               |             |
| f. Miscellaneous cost (not categorized above)                                          |                                             |                               |             |
| Total of Invoices Submitted<br>g. (sum of lines a thru f)                              |                                             |                               |             |
| h. Deductions for other sources of funding used (from grants or cash on hand)          |                                             |                               |             |
| i. Total Disbursement Requested from KDHE * (Line g minus line h)                      |                                             |                               |             |

CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.

RECIPIENT NAME:

Signature of Authorized Certifying Official

Typed or Printed Name and Title

|             |                                      |       |
|-------------|--------------------------------------|-------|
| Date Signed | Telephone (Area Code, number & ext.) | Email |
|-------------|--------------------------------------|-------|

EXHIBIT F  
FORM OF MUNICIPALITY RESOLUTION

\*\*\*\*\*

EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY  
OF RILEY COUNTY,  
KANSAS  
HELD ON June 5, 2025

The Governing Body of the County met in regular session at the usual meeting place in the County, at 8:30 a.m., the following members being present and participating, to-wit: Greg McKinley, Chairperson; Kathryn Focke, Vice Chairperson; and John Ford, Member.  
Absent: None.

The Chairperson declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN RILEY COUNTY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, \_\_\_\_\_ moved that said 060525-\_\_\_\_Resolution be passed. The motion was seconded by \_\_\_\_\_. Said Resolution was duly read and considered, and upon being put, the motion for the passage of said Resolution was carried by the vote of the Governing Body, the vote being as follows:

Attachment: KDHE-Riley County Loan Agreement KWPCRF Project No. C20 3098 01 (15896 : Loan Agreement KDHE-Riley County)

Yes: \_\_\_\_\_

No: \_\_\_\_\_

Thereupon, the Chairperson declared said Resolution duly passed and the Resolution was then duly numbered Resolution No. 060525-\_\_ and was signed and approved by the Chairperson and attested by the Clerk.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

\_\_\_\_\_  
Rich Vargo, Riley County Clerk

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## RESOLUTION NO. 060525-\_\_

A RESOLUTION AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN RILEY COUNTY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Master Financing Indenture (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Riley County, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Construction of a non-discharging wastewater lagoon facility to replace the existing mechanical package treatment plant serving Riley County-University Park Sewer Benefit District. The project also includes installation of a lift station and new sewer force main (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed \$462,210 (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

**THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF RILEY COUNTY, KANSAS:**

**Section 1.** Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of February 27, 2025, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Chairperson and other Officials are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Chairperson and the County Attorney, the Chairperson's execution of the Loan Agreement being conclusive evidence of such approval.

**Section 2.** Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the

obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

**Section 3. Further Authority.** The Chairperson and other County officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Resolution, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 4. Governing Law.** The Resolution and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

**Section 5. Effective Date.** This Resolution shall take effect and be in full force from and after its passage by the governing body of the County.

**PASSED** by the governing body of the County on June 5, 2025, and signed and **APPROVED** by the Chairperson.

(SEAL)

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Greg McKinley, Chairperson

ATTEST:

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Rich Vargo, County Clerk

[APPROVED AS TO FORM ONLY.]

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Jacob A. Hansen, Interim Riley County Counselor

## EXHIBIT G

## FORM OF OPINION OF MUNICIPALITY'S COUNSEL

June 5, 2025

Kansas Development Finance Authority  
Topeka, Kansas

The Kansas Department of Health and  
Environment, acting on behalf of  
The State of Kansas  
Topeka, Kansas

Re: Loan Agreement effective as of February 27, 2025, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and Riley County, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, resolutions of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement.
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Resolution No. 060525-\_\_ of the Municipality (the "Resolution") adopted on [Resolution Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreements and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and
- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

- 1 . The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a public Wastewater Treatment Works, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Resolution to, execute and deliver, and perform its obligations under the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion, I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. The Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any resolution, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

Jacob A. Hansen, Interim Riley County Counselor

EXHIBIT H

MUNICIPALITY'S NOTICE ADDRESS

Chairperson  
Riley County Commission  
110 Courthouse Plaza  
Manhattan, KS 66502

Attachment: KDHE-Riley County Loan Agreement KWPCRF Project No. C20 3098 01 (15896 : Loan Agreement KDHE-Riley County)

**EXHIBIT I****BORROWER SAMPLE ANNUAL COMPLIANCE CHECKLIST (Example – Do Not Complete)**

|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of Borrower:</b>                                        | Riley County, Kansas                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Number of Borrower Loan financing the Financed Facility:</b> | KWPCRF Proj. No. C20 3098 01                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Financed Facility and Placed in Service Date:</b>            | This project includes construction of a non-discharging wastewater lagoon facility to replace the existing mechanical package treatment plant serving Riley County-University Park Sewer Benefit District. The project also includes installation of a lift station and new sewer force main.<br>This loan agreement (C20 3098 01) provides funds for planning, administrative, design and construction costs and interest during construction. |
| <b>Issue Date of Borrower Loan:</b>                             | February 27, 2025                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Name of Borrower Bond Compliance Officer:</b>                |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Period covered by request ("Annual Period"):</b>             |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| Item                                | Question                                                                                                                                                          | Response                                                    |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>1<br/>Project<br/>Completion</b> | Has the Project intended to be financed from proceeds of the Borrower Loan been completed?                                                                        | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
|                                     | Please provide the completion date of the Borrower Project, or, if the Borrower Project is not yet complete, the <u>expected</u> completion dates of the Project. |                                                             |

| Item                   | Question                                                                                                                                                                                                                                                                 | Response                                                    |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>2<br/>Ownership</b> | Was the Financed Facility owned by the Borrower during the entire Annual Period?                                                                                                                                                                                         | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
|                        | If answer above was "No," please describe the assets no longer owned and indicate whether KDFA and KDHE were notified and advice or an Opinion of Bond Counsel obtained prior to the transfer. Include a copy of any advice or Opinion of Bond Counsel in your response. |                                                             |

| Item                                                           | Question                                                                                                                                                                                                                                                                                                                                                             | Response                                                    |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>3<br/>Leases and<br/>Other<br/>Rights to<br/>Possession</b> | During the Annual Period, was any part of the Financed Facility used by any entity other than the Borrower at any time pursuant to a lease or similar agreement for more than 50 days (e.g., has the Borrower entered into an agreement permitting a cell phone tower or advertisement on a Financed Facility)?                                                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
|                                                                | If the answer above was "Yes", describe the Financed Facility subject to the lease or similar use agreement and indicate whether KDFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the lease or use agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response. |                                                             |

Attachment: KDHE-Riley County Loan Agreement KWPCRF Project No. C20 3098 01 (15896 : Loan Agreement KDHE-Riley County)

| Item                                                  | Question                                                                                                                                                                                                                                                                                                                                                                           | Response                                                    |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>4<br/>Management<br/>or Service<br/>Agreements</b> | During the Annual Period, has the Borrower entered into an agreement with another entity to manage the operation of the Financed Facility? (for example, does a private entity operate the System on behalf of the Borrower)                                                                                                                                                       | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
|                                                       | If the answer above was "Yes", describe the Financed Facility subject to the management or operating agreement and indicate whether KDFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the management or operating agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response. |                                                             |

| Item                   | Question                                                                                                                                                                                                                                                                                                                           | Response                                                    |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>5<br/>Other Use</b> | During the Annual Period, was any agreement entered into with an individual or entity that grants special legal rights to the Financed Facility (e.g., has the Borrower entered into a take or pay contract or similar agreement related to output from the Financed Facility)?                                                    | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
|                        | If the answer above was "Yes", describe the Financed Facility subject to the agreement and indicate whether KDFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response. |                                                             |

**Borrower Authorized Representative (Print Name):** \_\_\_\_\_

**Borrower Authorized Representative (Signature):** \_\_\_\_\_

**Date:** \_\_\_\_\_

Attachment: KDHE-Riley County Loan Agreement KWPCRF Project No. C20 3098 01 (15896 : Loan Agreement KDHE-Riley County)



**PUBLIC WORKS**  
*Recommendations*

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

## COMMISSION AGENDA REPORT

---

**FROM:** Andrea Rose Administrative Assistant II.

**MEETING:** June 5, 2025

**SUBJECT:** Recommendation for Reinforced Concrete Box (RCB) Quote

**PRESENTER:** Alvin Perez, Operations Manager

---

Riley County Public Works staff has reviewed the quotes submitted from McPherson Concrete Companies and Old Castle Infrastructure, for the RCB (Reinforced Concrete Box) replacement project on Blue River Hills Road.

McPherson Concrete Companies provided the low estimate at \$36,456.70 which includes delivery of the structure.

Staff recommends awarding the purchase order to McPherson Concrete Companies of Wichita, KS.

### **POSSIBLE MOTION(S)**

Move to approve

Move to deny

Move to table for further discussion

#### **Enclosures:**

- 2025 RCB Bid Tab (XLSX)

| 2025 RCB Replacement Projects |                     |                |                                   |
|-------------------------------|---------------------|----------------|-----------------------------------|
|                               | Project Location    | RCB Size       | Total                             |
| Vendor: McPherson Concrete    |                     |                |                                   |
| Public Works Project          | Blue River Hills RD | 12' x 4' x 42' | \$36,456.70                       |
|                               |                     |                | Public Works staff recommendation |
| Vendor: Forterra              |                     |                |                                   |
| Public Works Project          | Blue River Hills RD | 12' x 4' x 42' | no response                       |
|                               |                     |                |                                   |
| Vendor: OldCastle Precast     |                     |                |                                   |
| Public Works Project          | Blue River Hills RD | 12' x 4' x 42' | \$56,550.00                       |
|                               |                     |                |                                   |

Attachment: 2025 RCB Bid Tab (15897 : Recommendation for Reinforced Concrete Box (RCB) Quote)



**PUBLIC WORKS**  
*Recommendations*

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

## COMMISSION AGENDA REPORT

---

**FROM:** Andrea Rose Administrative Assistant II.

**MEETING:** June 5, 2025

**SUBJECT:** Bid Recommendation for Equipment Purchase 7 Passenger Van

**PRESENTER:** Alvin Perez, Operations Manager

---

Riley County Public Works staff has reviewed the proposal submitted for the purchase of a new model 7 passenger van.

KIA of Manhattan, KS provided the only proposal for \$39,688.

Staff recommends awarding the contract to KIA of Manhattan, KS and adding on the following two options: 1. Splash guards installed front and rear for \$289.00 and 2. All weather floor mats for \$399. The two additional options will bring the total purchase price to \$40,376.00.

### **POSSIBLE MOTION(S)**

Move to approve

Move to deny

Move to table for further discussion

#### **Enclosures:**

- Bid Tab 7 Passenger Van 2025 (XLSX)

| New Model 7 Passenger Van                                                                           |                 |             |                    |                       |
|-----------------------------------------------------------------------------------------------------|-----------------|-------------|--------------------|-----------------------|
| Bid Opening May 29, 2025 @9:20AM                                                                    |                 |             |                    |                       |
| Company                                                                                             | 7 Passanger Van | Total       | Est. Delivery Date | Notes                 |
| Shawnee Mission Ford<br>11501 Shawnee Mission Pkwy<br>Shawnee, Kansas 66203<br>(913) 396-9473       |                 |             |                    | No Proposal Submitted |
| Flint Hills Chrysler Dodge Jeep<br>Ram<br>3100 Anderson Ave,<br>Manhattan, Kansas<br>(785) 390-2342 |                 |             |                    | No Proposal Submitted |
| Murdock<br>600 McCall Rd STE A,<br>Manhattan, Kansas<br>(785) 258-6101                              |                 |             |                    | No Proposal Submitted |
| Briggs Auto Group<br>2312 Stagg Hill Rd<br>Manhattan, KS 66502<br>(877) 761-4730                    |                 |             |                    | No Proposal Submitted |
| Little Apple Cars Toyota Honda<br>2828 Amherst Ave<br>Manhattan, KS 66502<br>(785) 539-7441         |                 |             |                    | No Proposal Submitted |
| Kia of Manhattan<br>8223 S Port Dr<br>Manhattan, KS 66502<br>(785) 236-7002                         | \$39,168.00     | \$39,168.00 |                    |                       |
| Glavan Ford of Clay Center<br>1274 18th Rd,<br>Clay Center, KS 67432<br>(785) 632-2112              |                 |             |                    | No Proposal Submitted |
| Max Ford of Manhattan<br>7920 US-24,<br>Manhattan, KS 66502<br>785-340-3895                         |                 |             |                    | No Proposal Submitted |



**COUNTY CLERK &  
ELECTIONS**  
*Tax Roll Correction*

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

## COMMISSION AGENDA REPORT

---

**FROM:** Joe Godown  
**MEETING:** June 5, 2025  
**SUBJECT:** Sign a 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:**

- 06-05-25 Tax Roll Corrections (PDF)

TAX ROLL CORRECTION  
REAL ESTATE

Printed by JGODOWN 2025/06/02

7.a

Taxpayer ID CENT0027  
Owner ID CENT0027

Control # 2025000214

Tax Year 2024  
Tract # 429001

CENTRO BRADLEY SPE 3 LLC

CAMA # 211-11-0-40-13-003-00-0-01

WESTLOOP SHOPPING  
CENTER LOT 1

200 RIDGE PIKE STE 100

TU 2 Manhattan City

Parcel 88010

CONSHOHOCKEN, PA 19428-3702

USD 383

Property Address 1090 WESTLOOP PL

APPRAISER SECTION (Value)

2025/06/02 JGODOWN APPROVED

Appraised Prior to Correction:

| CL | Land    | Imp      | Total    |
|----|---------|----------|----------|
| CU | 5113190 | 19103010 | 24216200 |

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|  |  |  |  |
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|       |         |          |          |
|-------|---------|----------|----------|
| Total | 5113190 | 19103010 | 24216200 |
|-------|---------|----------|----------|

Assessed Prior to Correction:

|    |         |         |         |
|----|---------|---------|---------|
| CU | 1278298 | 4775753 | 6054051 |
|----|---------|---------|---------|

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|       |         |         |         |
|-------|---------|---------|---------|
| Total | 1278298 | 4775753 | 6054051 |
|-------|---------|---------|---------|

|      |  |  |  |
|------|--|--|--|
| SB41 |  |  |  |
|------|--|--|--|

Appraised After Correction:

| CL | Land    | Imp      | Total    |
|----|---------|----------|----------|
| CU | 5113190 | 18346610 | 23459800 |

|  |  |  |  |
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|       |         |          |          |
|-------|---------|----------|----------|
| Total | 5113190 | 18346610 | 23459800 |
|-------|---------|----------|----------|

Assessed After Correction:

|    |         |         |         |
|----|---------|---------|---------|
| CU | 1278298 | 4586653 | 5864951 |
|----|---------|---------|---------|

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|-------|---------|---------|---------|
| Total | 1278298 | 4586653 | 5864951 |
|-------|---------|---------|---------|

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|------|--|--|--|
| SB41 |  |  |  |
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|            |         |
|------------|---------|
| Net Change | 756400- |
|------------|---------|

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|            |         |
|------------|---------|
| Net Change | 756400- |
|------------|---------|

Net Change

|            |         |
|------------|---------|
| Net Change | 189100- |
|------------|---------|

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|-------|---------|
| Total | 189100- |
|-------|---------|

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| SB41 |  |
|------|--|

CLERK SECTION (Tax)

2025/06/02 JGODOWN ORDER PRINTED

Tax Prior to Correction:

|                |         |           |
|----------------|---------|-----------|
| Levy 152.66600 | Gen Tax | 924247.76 |
|----------------|---------|-----------|

|                  |       |           |
|------------------|-------|-----------|
| SB41 Tax Dollars | ..... | 924247.76 |
|------------------|-------|-----------|

Tax After Correction:

|                |         |           |
|----------------|---------|-----------|
| Levy 152.66600 | Gen Tax | 895378.62 |
|----------------|---------|-----------|

|                  |       |           |
|------------------|-------|-----------|
| SB41 Tax Dollars | ..... | 895378.62 |
|------------------|-------|-----------|

Net Change

|            |           |
|------------|-----------|
| Net Change | 28869.14- |
|------------|-----------|

|            |           |
|------------|-----------|
| Net Change | 28869.14- |
|------------|-----------|

TREASURER SECTION (Summary)

Net Change in Assessed Value  
(no SB41 influence)

189100-

Applicable Mill Levy

152.66600

Net Change in Levied Tax Dollars

28869.14-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code CO C.O.T.A./OTHER Rate 7.00%

Tax Statement # 11899

Comments BOTA Docket No.

204-2781-EQ

Owner CENT0027

CENTRO BRADLEY SPE 3 LLC

Net Change in Total Tax Dollars

28869.14-

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: 06-05-25 Tax Roll Corrections (15910 : Tax Roll Corrections)

TAX ROLL CORRECTION  
REAL ESTATE

Printed by JGODOWN 2025/06/02

7.a

Taxpayer ID BANK0053  
Owner ID BJSI0001

Control # 2025000212

Tax Year 2023  
Tract # 905001

BJS INC

CAMA # 203-07-2-80-01-001-02-0-01

LIMEY POINTE  
PT LOT 1

PO BOX 1001

TU 2 Manhattan City

SALINA, KS 67402-1001

Parcel 63274

USD 383

Property Address 101 GOODFOOD PL

APPRAISER SECTION (Value) 2025/06/02 JGODOWN APPROVED

Appraised Prior to Correction:

| CL | Land   | Imp     | Total   |
|----|--------|---------|---------|
| CU | 400380 | 1231920 | 1632300 |

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|       |        |         |         |
|-------|--------|---------|---------|
| Total | 400380 | 1231920 | 1632300 |
|-------|--------|---------|---------|

Assessed Prior to Correction:

|    |        |        |        |
|----|--------|--------|--------|
| CU | 100095 | 307980 | 408075 |
|----|--------|--------|--------|

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|-------|--------|--------|--------|
| Total | 100095 | 307980 | 408075 |
|-------|--------|--------|--------|

SB41

Appraised After Correction:

| CL | Land   | Imp    | Total   |
|----|--------|--------|---------|
| CU | 400380 | 871220 | 1271600 |

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|-------|--------|--------|---------|
| Total | 400380 | 871220 | 1271600 |
|-------|--------|--------|---------|

Assessed After Correction:

|    |        |        |        |
|----|--------|--------|--------|
| CU | 100095 | 217805 | 317900 |
|----|--------|--------|--------|

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|-------|--------|--------|--------|
| Total | 100095 | 217805 | 317900 |
|-------|--------|--------|--------|

SB41

Net Change  
360700-

360700-

Net Change

90175-

Total 90175-

SB41

CLERK SECTION (Tax)

2025/06/02 JGODOWN ORDER PRINTED

Tax Prior to Correction:

|                |         |          |
|----------------|---------|----------|
| Levy 150.37500 | Gen Tax | 61364.28 |
|----------------|---------|----------|

|                  |       |          |
|------------------|-------|----------|
| SB41 Tax Dollars | ..... | 61364.28 |
|------------------|-------|----------|

Tax After Correction:

|                |         |          |
|----------------|---------|----------|
| Levy 150.37500 | Gen Tax | 47804.22 |
|----------------|---------|----------|

|                  |       |          |
|------------------|-------|----------|
| SB41 Tax Dollars | ..... | 47804.22 |
|------------------|-------|----------|

Net Change

13560.06-

13560.06-

TREASURER SECTION (Summary)

Net Change in Assessed Value  
(no SB41 influence)

90175-

Applicable Mill Levy

150.37500

Net Change in Levied Tax Dollars

13560.06-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code CO C.O.T.A./OTHER Rate 7.00%

Tax Statement # 1727

Comments BOTA Docket No.

2024-5727-EQ & 2025-310-PR

Owner BJSI0001

BJS INC

Net Change in Total Tax Dollars

13560.06-

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: 06-05-25 Tax Roll Corrections (15910 : Tax Roll Corrections)

TAX ROLL CORRECTION  
REAL ESTATE

Printed by JGODOWN 2025/06/02

7.a

Taxpayer ID BANK0053  
Owner ID BJSI0001

Control # 2025000213

Tax Year 2024  
Tract # 905001

BJS INC

CAMA # 203-07-2-80-01-001-02-0-01

LIMEY POINTE  
PT LOT 1

PO BOX 1001

TU 2 Manhattan City

Parcel 63274

SALINA, KS 67402-1001

USD 383

Property Address 101 GOODFOOD PL

APPRAISER SECTION (Value) 2025/06/02 JGODOWN APPROVED

Appraised Prior to Correction:

| CL | Land   | Imp     | Total   |
|----|--------|---------|---------|
| CU | 400380 | 1267420 | 1667800 |

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|       |        |         |         |
|-------|--------|---------|---------|
| Total | 400380 | 1267420 | 1667800 |
|-------|--------|---------|---------|

Assessed Prior to Correction:

| CU |        |        |        |
|----|--------|--------|--------|
| CU | 100095 | 316855 | 416950 |

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|  |  |  |  |
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|       |        |        |        |
|-------|--------|--------|--------|
| Total | 100095 | 316855 | 416950 |
| SB41  |        |        |        |

Appraised After Correction:

| CL | Land   | Imp    | Total   |
|----|--------|--------|---------|
| CU | 400380 | 906720 | 1307100 |

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|-------|--------|--------|---------|
| Total | 400380 | 906720 | 1307100 |
|-------|--------|--------|---------|

Assessed After Correction:

| CU |        |        |        |
|----|--------|--------|--------|
| CU | 100095 | 226680 | 326775 |

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|-------|--------|--------|--------|
| Total | 100095 | 226680 | 326775 |
| SB41  |        |        |        |

|            |         |
|------------|---------|
| Net Change | 360700- |
|------------|---------|

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|            |         |
|------------|---------|
| Net Change | 360700- |
|------------|---------|

|            |        |
|------------|--------|
| Net Change | 90175- |
|------------|--------|

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|-------|--------|
| Total | 90175- |
| SB41  |        |

CLERK SECTION (Tax)

2025/06/02 JGODOWN ORDER PRINTED

Tax Prior to Correction:

| Levy             | 152.66600 | Gen Tax | 63654.10 |
|------------------|-----------|---------|----------|
| SB41 Tax Dollars |           |         |          |

|                  |  |  |  |
|------------------|--|--|--|
| SB41 Tax Dollars |  |  |  |
|------------------|--|--|--|

Tax After Correction:

| Levy             | 152.66600 | Gen Tax | 49887.44 |
|------------------|-----------|---------|----------|
| SB41 Tax Dollars |           |         |          |

|                  |  |  |  |
|------------------|--|--|--|
| SB41 Tax Dollars |  |  |  |
|------------------|--|--|--|

Net Change

|            |           |
|------------|-----------|
| Net Change | 13766.66- |
|------------|-----------|

|            |           |
|------------|-----------|
| Net Change | 13766.66- |
|------------|-----------|

TREASURER SECTION (Summary)

Net Change in Assessed Value  
(no SB41 influence)

|                                  |           |
|----------------------------------|-----------|
| Applicable Mill Levy             | 152.66600 |
| Net Change in Levied Tax Dollars | 13766.66- |

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code CO C.O.T.A./OTHER Rate 7.00%

Tax Statement # 1300

Comments BOTA Docket No.

2024-5727-EQ & 2025-310-PR

Owner BJSI0001  
BJS INC

|                                 |           |
|---------------------------------|-----------|
| Net Change in Total Tax Dollars | 13766.66- |
|---------------------------------|-----------|

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: 06-05-25 Tax Roll Corrections (15910 : Tax Roll Corrections)

TAX ROLL CORRECTION  
REAL ESTATE

Printed by JGODOWN 2025/06/03

7.a

Taxpayer ID MCD00081  
Owner ID MCD00081

Control # 2025000216

Tax Year 2024  
Tract # LE00132

MCDONALD, MARLENE R  
MARTHA L MCDONALD  
119 S NEVADA ST

CAMA # 125-15-0-20-04-007-00-0-01

LEONARDVILLE CITY  
BLK 21 S 15' LOT 2  
LOT 3

TU 1 Leonardville City  
Parcel 1350

LEONARDVILLE, KS 66449-9532

USD 378

Property Address 119 S NEVADA ST

APPRAISER SECTION (Value)

2025/06/03 JGODOWN APPROVED

Appraised Prior to Correction:

| CL | Land | Imp   | Total |
|----|------|-------|-------|
| RU | 7220 | 80860 | 88080 |

|       |      |       |       |
|-------|------|-------|-------|
| Total | 7220 | 80860 | 88080 |
|-------|------|-------|-------|

Assessed Prior to Correction:

|    |     |      |       |
|----|-----|------|-------|
| RU | 830 | 9299 | 10129 |
|----|-----|------|-------|

|       |     |      |       |
|-------|-----|------|-------|
| Total | 830 | 9299 | 10129 |
|-------|-----|------|-------|

|      |      |
|------|------|
| SB41 | 8625 |
|------|------|

Appraised After Correction:

| CL | Land | Imp   | Total |
|----|------|-------|-------|
| RU | 7220 | 13350 | 20570 |

|       |      |       |       |
|-------|------|-------|-------|
| Total | 7220 | 13350 | 20570 |
|-------|------|-------|-------|

Assessed After Correction:

|    |     |      |      |
|----|-----|------|------|
| RU | 830 | 1535 | 2365 |
|----|-----|------|------|

|       |     |      |      |
|-------|-----|------|------|
| Total | 830 | 1535 | 2365 |
|-------|-----|------|------|

|      |      |
|------|------|
| SB41 | 2365 |
|------|------|

|            |        |
|------------|--------|
| Net Change | 67510- |
|------------|--------|

|            |        |
|------------|--------|
| Net Change | 67510- |
|------------|--------|

Net Change

|    |       |
|----|-------|
| RU | 7764- |
|----|-------|

|       |       |
|-------|-------|
| Total | 7764- |
|-------|-------|

|      |       |
|------|-------|
| SB41 | 6260- |
|------|-------|

CLERK SECTION (Tax)

2025/06/03 JGODOWN ORDER PRINTED

Tax Prior to Correction:

|                |         |         |
|----------------|---------|---------|
| Levy 138.70700 | Gen Tax | 1404.96 |
|----------------|---------|---------|

|         |        |
|---------|--------|
| SB41 \$ | 172.50 |
|---------|--------|

|                  |         |
|------------------|---------|
| SB41 Tax Dollars | 1232.46 |
|------------------|---------|

Tax After Correction:

|                |         |        |
|----------------|---------|--------|
| Levy 138.70700 | Gen Tax | 328.04 |
|----------------|---------|--------|

|         |       |
|---------|-------|
| SB41 \$ | 47.30 |
|---------|-------|

|                  |        |
|------------------|--------|
| SB41 Tax Dollars | 280.74 |
|------------------|--------|

Net Change

|            |          |
|------------|----------|
| Net Change | 1076.92- |
|------------|----------|

|            |         |
|------------|---------|
| Net Change | 125.20- |
|------------|---------|

|            |         |
|------------|---------|
| Net Change | 951.72- |
|------------|---------|

TREASURER SECTION (Summary)

Net Change in Assessed Value  
(no SB41 influence)

7764-

Applicable Mill Levy

138.70700

Net Change in Levied Tax Dollars

1076.92-

Net Change in SB41 Exemption

125.20-

Type of Correction DECREASE

Correction Code TP TAX PROTEST

Rate 7.00%

Tax Statement # 21809

Comments PUP Adjustment Per Appraiser

Net Change in Total Tax Dollars

951.72-

Owner MCD00081

MCDONALD, MARLENE R

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: 06-05-25 Tax Roll Corrections (15910 : Tax Roll Corrections)

TAX ROLL CORRECTION  
REAL ESTATE

Printed by JGODOWN 2025/06/03

7.a

Taxpayer ID RICH0189  
Owner ID RICH0189

Control # 2025000215

Tax Year 2024  
Tract # LE00001

RICHTER, MARK A  
JEANNE K RICHTER  
217 N ERPELDING RD

CAMA # 122-10-0-30-02-014-00-0-01

LEONARDVILLE CITY  
BLK 1 LOTS 1 2 3 4 &  
6' X 150' FROM LEC

TU 1 Leonardville City  
Parcel 10

LEONARDVILLE, KS 66449-2015

USD 378

Property Address 217 N ERPELDING ST

APPRAISER SECTION (Value) 2025/06/03 JGODOWN APPROVED

Appraised Prior to Correction:

| CL | Land | Imp   | Total |
|----|------|-------|-------|
| RU | 8610 | 89800 | 98410 |

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|       |      |       |       |
|-------|------|-------|-------|
| Total | 8610 | 89800 | 98410 |
|-------|------|-------|-------|

Assessed Prior to Correction:

|    |     |       |       |
|----|-----|-------|-------|
| RU | 990 | 10327 | 11317 |
|----|-----|-------|-------|

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|       |     |       |       |
|-------|-----|-------|-------|
| Total | 990 | 10327 | 11317 |
|-------|-----|-------|-------|

|      |      |  |  |
|------|------|--|--|
| SB41 | 8625 |  |  |
|------|------|--|--|

Appraised After Correction:

| CL | Land | Imp   | Total |
|----|------|-------|-------|
| RU | 8610 | 88830 | 97440 |

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|       |      |       |       |
|-------|------|-------|-------|
| Total | 8610 | 88830 | 97440 |
|-------|------|-------|-------|

Assessed After Correction:

|    |     |       |       |
|----|-----|-------|-------|
| RU | 990 | 10215 | 11205 |
|----|-----|-------|-------|

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|       |     |       |       |
|-------|-----|-------|-------|
| Total | 990 | 10215 | 11205 |
|-------|-----|-------|-------|

|      |      |  |  |
|------|------|--|--|
| SB41 | 8625 |  |  |
|------|------|--|--|

|            |      |
|------------|------|
| Net Change | 970- |
|------------|------|

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

|  |      |
|--|------|
|  | 970- |
|--|------|

Net Change

|  |      |
|--|------|
|  | 112- |
|--|------|

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

|       |      |
|-------|------|
| Total | 112- |
|-------|------|

|      |  |
|------|--|
| SB41 |  |
|------|--|

CLERK SECTION (Tax)

2025/06/03 JGODOWN ORDER PRINTED

Tax Prior to Correction:

|                |         |         |
|----------------|---------|---------|
| Levy 138.70700 | Gen Tax | 1569.76 |
|                | SB41 \$ | 172.50  |

|                  |         |
|------------------|---------|
| SB41 Tax Dollars | 1397.26 |
|------------------|---------|

Tax After Correction:

|                |         |         |
|----------------|---------|---------|
| Levy 138.70700 | Gen Tax | 1554.22 |
|                | SB41 \$ | 172.50  |

|                  |         |
|------------------|---------|
| SB41 Tax Dollars | 1381.72 |
|------------------|---------|

Net Change

|  |        |
|--|--------|
|  | 15.54- |
|--|--------|

|  |  |
|--|--|
|  |  |
|--|--|

|  |        |
|--|--------|
|  | 15.54- |
|--|--------|

TREASURER SECTION (Summary)

Net Change in Assessed Value  
(no SB41 influence)

|                                  |           |
|----------------------------------|-----------|
| Applicable Mill Levy             | 138.70700 |
| Net Change in Levied Tax Dollars | 15.54-    |

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code TP TAX PROTEST Rate 7.00%

Tax Statement # 25686

Comments PUP Adjustment Per Appraiser

Owner RICH0189  
RICHTER, MARK A

|                                 |        |
|---------------------------------|--------|
| Net Change in Total Tax Dollars | 15.54- |
|---------------------------------|--------|

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: 06-05-25 Tax Roll Corrections (15910 : Tax Roll Corrections)



**Board of Riley County  
Commissioners  
Regular Meeting  
TENTATIVE Agenda  
June 09, 2025**

115 North 4th Street  
Manhattan, KS 66502  
[www.rileycountyks.gov](http://www.rileycountyks.gov)

Cindy Kabriel  
785-565-6200

**Commission Chambers**

**8:30 AM**

[District 1 – John Ford, Member](#)

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

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

**8:30 AM**

**Call to Order**

**Pledge of Allegiance**

**Public Comment**

**Commission Comments**

**Business Meeting**

**Review Minutes**

**Review Tentative Agenda**

**Press Conference Topics**

**9:00 AM**

**Rich Vargo, County Clerk**

1. Year to date budget and expenditure reports

**9:15 AM**

**Steve Schurle, Assistant County Appraiser**

2. Employee Day budget request

**9:30 AM**

**Press Conference**

**9:40 AM**

**Brittany Phillips, Budget and Finance Officer and Elizabeth Ward,  
Human Resources Director**

3. COLA

**10:00 AM**

**Jacob Hansen, Interim County Counselor**

4. Amendment to Prairie Paws Service Agreement

**10:10 AM**

**John Ellermann, Public Works Director/County Engineer**

5. Project update

**10:25 AM**

**Jacob Hansen, Interim County Counselor**

6. Administrative Work Session

Attachment: 06-09-25 tentative agenda (15826 : Tentative Agenda)

**10:35 AM Katharine Hensler, Museum Director**

7. Staff update

**10:50 AM Frontier Development**

8. Frontier Development/LK Townhomes RHID

**12:00 PM County Officials Luncheon**

**Adjournment**

**Announcement**

Riley County Planning Board/Board of Zoning Appeals meeting will be held tonight at 7:00 p.m. in the Commission Chambers, Courthouse Plaza East Building, 115 N. 4th Street.

---

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

Attachment: 06-09-25 tentative agenda (15826 : Tentative Agenda)



**Board of Riley County  
Commissioners  
Regular Meeting  
TENTATIVE Agenda  
June 12, 2025**

115 North 4th Street  
Manhattan, KS 66502  
[www.rileycountyks.gov](http://www.rileycountyks.gov)

Cindy Kabriel  
785-565-6200

**Commission Chambers**

**8:30 AM**

[District 1 – John Ford, Member](#)

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

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

- 8:30 AM**      **Call to Order**
- Pledge of Allegiance**
- Public Comment**
- Commission Comments**
- Business Meeting**
1.      Approve payroll/accounts payables (when completed)
- Review Minutes**
- Review Tentative Agenda**
- Press Conference Topics**
- 9:00 AM**      **Jacob Hansen, Interim County Counselor**
2.      Administrative Work Session
- 9:20 AM**      **Budget and Planning Committee - Brittany Phillips, Budget and Finance Officer**
3.      Cash Flow Reports
- 9:30 AM**      **Jessie Hubbard, Administrative Assistant II**
4.      Vehicle purchase
- 9:45 AM**      **Jason Smith, Manhattan Area Chamber of Commerce**
5.      Economic development update
- 10:00 AM**      **Diane Creek, Health Department Director**
6.      Staff update
- 10:30 AM**      **Anna Burson, Appraiser**
7.      Staff update

Attachment: 06-12-25 tentative agenda (15826 : Tentative Agenda)

**10:45 AM**      **Jacob Hansen, Interim County Counselor**

8.      RHID

**11:05 AM**      **Michael Boller, Noxious Weed Director**

9.      Staff update

**Adjournment**

---

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

Attachment: 06-12-25 tentative agenda (15826 : Tentative Agenda)



**COUNTY CLERK & ELECTIONS**  
*Staff Update*

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

## MEMORANDUM

---

**FROM:** Elizabeth Ward, Human Resources Director

**MEETING:** June 5, 2025

**SUBJECT:** Human Resources Monthly Update

**PRESENTER:** Elizabeth Ward

---

**Enclosures:**

- HR Monthly Report -May 2025 (PPTX)



# Human Resources

## May 2025



# Riley County Human Resources



## People, Policy, and Process

HR Reduces Turnover, Boosts productivity, Keeps People Motivated and Reduces Labor Law Issues



# Recruitment and Retention

|                                              | Regular Employees | Seasonal/Stipend<br>EE/Intern |
|----------------------------------------------|-------------------|-------------------------------|
| Current headcount                            | 285               | 331                           |
| Hires-May                                    | 6                 | 5                             |
| Hires – current year                         | 20                | 15                            |
| Separations – May                            | 4                 | 28                            |
| Separations - current year                   | 18                | 47                            |
| Turnover Rate-annual<br>(removed retirement) | 16.8%             |                               |
| Average tenure                               | 9.56 years        |                               |
| Current openings                             | 5                 |                               |
| -PW, Parks, EMS, Comm Corr                   |                   |                               |



## Performance and Development-Current

2 applications received for FHRLP & NaCO High Performing Leaders programs

Supervisor training -Highly Effective Managers through July

Employee Day 2025 – presentation in June

Onboarding Committee presenting Phase 2 proposal in July



# Performance & Development

- KCHRA Supervisor Training – June 12 in Salina
  - 14 Riley County Supervisors registered
- Proposal to restructure Annual Performance Reviews
  - Working on updated evaluations



# Employee Enrichment

## Medicare Basics seminar with Extension (within 5 years)

- June 11
- PW @ 7:30 am “Breakfast and Learn”
- Office Complex @12:00 “Lunch and Learn”

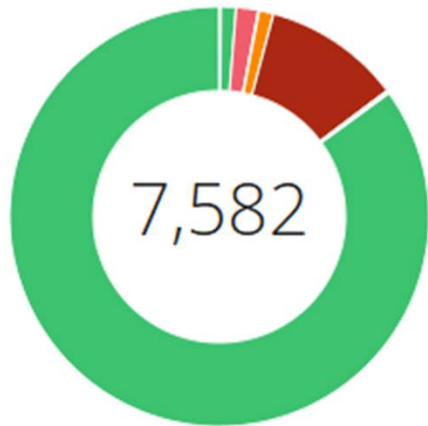
## 2025 Open Enrollment Benefits Fair

- Tuesday Sept 23
- 3 locations and times

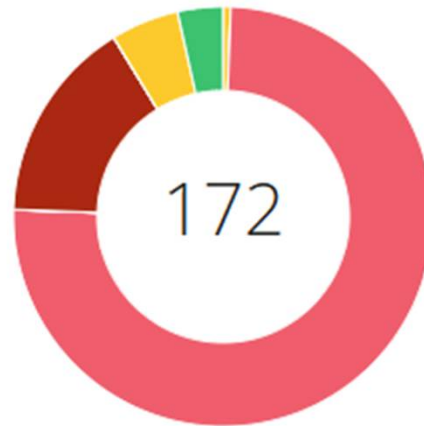


# HR by the Numbers

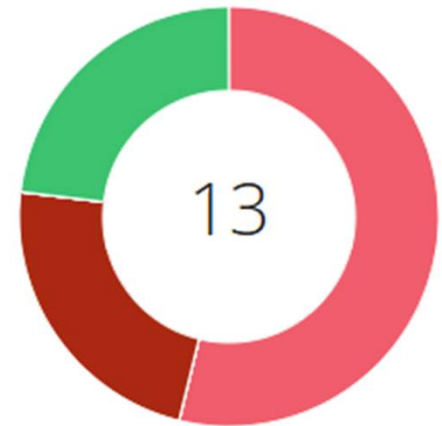
- Actively recruited for 5 open positions in May



Visits



Applications



Hires



## HR by the Numbers

|                                   |                      |
|-----------------------------------|----------------------|
| • Average Time to Fill in April – | 57 days              |
| • Interviews                      | 12 interviews        |
| • Onboarding Events               | 13 events - 17 hours |
| • Employee Relations/Mentoring    | 27.5 hours           |
| • Compliance Events               | 6 events             |
| • Performance Actions             | 5 events             |
| • Updated Positions               | 6 PDs                |



## 2025 Current Projects

- 3 new CDL drivers – passed learners or full permit in May
- Reviewing travel pay policy
- FMLA filing system – shift to electronic filing
- Transferring Fire dept personnel files electronically



**COUNTY CLERK & ELECTIONS**  
*Budget*

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

## MEMORANDUM

---

**FROM:** Brittany Phillips, Budget & Finance Officer

**MEETING:** June 5, 2025

**SUBJECT:** 2026 Riley County Extension Appropriation Request

**PRESENTER:** Daniel Skucius, Director of Riley County Extension

---

Move to approve Riley County Extension request as presented.

Move to deny

Move to modify

**Enclosures:**

- 2026 Extension Budget Request (PDF)

To: Riley County Commission

Re: Riley County Extension Council Budget Request

I have attached the information requested to support the Extension Council's budget request. Our 2026 appropriation request is \$667,380. This amount is level with 2024 and 2025.

**Mission:** We are dedicated to a safe, sustainable, competitive food and fiber system and to strong, healthy communities, families and youth through integrated research, analysis and education.

**Description:** Riley County Extension is part of the national Cooperative Extension network designed to extend technical expertise and research findings to help people improve their homes, families, farms, businesses and communities. Extension programs are a part of a federal, state and county government partnership, and administered at Kansas State University, the land-grant university. The educational programs are supported and expanded by hundreds of volunteers and community leaders. Riley County Extension employs five Extension Agents who program in agriculture and natural resources, horticulture, 4-H youth development, family and consumer sciences and community development. Extension programs make a positive impact on the physical, mental and financial health and well-being of Riley County residents.

**Staffing Notes**

Our new agriculture and natural resources agent will begin on June 8<sup>th</sup>. This will provide us with a full staff of five agents and three office professionals. New staff this year include:

- County Director: Daniel Skucius
- Administrative Assistant: Sherri Rogers
- Agriculture and Natural Resources Agent: Lindsay Shorter

Sincerely,



Daniel Skucius  
County Extension Director

## Riley County Extension Council 2026 Budget Narrative

The overall appropriation request being submitted by Riley County Extension represents a flat request. More detail is provided below.

### Income

The Riley County Extension Council receives funding from Kansas State University in addition to an appropriation from the Riley County Commission. At this time we have not been advised of cuts to the university's portion of our budget.

The Extension Council also receives an administrative stipend from the Riley County Fair Board to administer the Riley County Fair. The Fair Board does not employ any staff, or own any of its own office equipment. The administrative stipend compensates for the additional work Extension does to manage the fair and take reservations for the use of the fair grounds.

As shown in our budget under non-appropriated funds, we do generate additional dollars for our budget by charging for programs and some services. These generated funds are used to pay for program supplies and fees. Staff also generate funds from grants for specific programs.

### Expenses

Overall, our budget has decreased from 2025. This was done to try and more closely align our budget with county and state appropriation amounts. However, our budget is still higher than allocated appropriations. This difference is made up by \$17,00 of unencumbered funds.

### Goals For 2026

- Work jointly with Kansas State University and local program development committees access community needs and provide high quality educational programs in the areas of agriculture, horticulture, 4-H youth development, family & consumer sciences, and community development.
- Continue to increase the public's awareness of the existence and breadth of Extension programs and services available to them.
- Each program area within Extension has a comprehensive set of program action plans that can be provided at the commission's request.

**BUDGET FOR THE Riley County Extension COUNTY EXTENSION COUNCIL**

For the period from January 1, 2026 to December 31, 2026 This budget is prepared in accordance with K.S.A. 2-610 as amended.

**EXPENDITURES**

|                                                           |          |
|-----------------------------------------------------------|----------|
| Printing, Audit, Treasurer Bond, Liability Insurance..... | \$10,00  |
| Telephone.....                                            | \$6,00   |
| Rent, Heat and Lights.....                                | \$       |
| Supplies, Stationery, and Postage.....                    | \$7,50   |
| Equipment .....                                           | \$13,34  |
| Educational Program Support.....                          | \$13,50  |
| Travel.....                                               | \$12,00  |
| Subsistence.....                                          | \$3,00   |
| Salaries and Wages.....                                   | \$580,00 |
| Employee Benefits.....                                    | \$150,00 |
| .....                                                     | \$       |
| .....                                                     | \$       |
| Sub-Total.....                                            | \$795,34 |

|                                                        |         |
|--------------------------------------------------------|---------|
| Nonappropriated Funds (Reimbursable Transactions)..... | \$75,00 |
| Capital Outlay Reserve .....                           | \$      |

|                         |          |
|-------------------------|----------|
| TOTAL EXPENDITURES..... | \$870,34 |
|-------------------------|----------|

**Receipts**

|                                |          |
|--------------------------------|----------|
| Unencumbered Cash balance..... | \$17,00  |
| Kansas State University.....   | \$74,62  |
| County Appropriation.....      | \$667,38 |
| Interest .....                 | \$4,00   |
| Other .....                    | \$32,34  |
| Sub-Total.....                 | \$795,34 |

|                                                        |         |
|--------------------------------------------------------|---------|
| Nonappropriated Funds (Reimbursable Transactions)..... | \$75,00 |
| Capital Outlay Reserve .....                           | \$      |

|                     |          |
|---------------------|----------|
| TOTAL RECEIPTS..... | \$870,34 |
|---------------------|----------|

**Proposed** \_\_\_\_\_  
Representing County Extension Council

Date \_\_\_\_\_

**Proposed and Approved\*** \_\_\_\_\_  
Representing the Director of Extension

Date \_\_\_\_\_

**Approved** \_\_\_\_\_  
Representing Board of County Commissioners

Date \_\_\_\_\_

\*The signature of the Director of Extension or the Director's representative constitutes approval of expenditures in accordance with K.S.A. 2-615 and K.S.A. 2-610 as amended.

KSU 8-1 (2011)

Attachment: 2026 Extension Budget Request (15882 : 2026 Riley County Extension Appropriation Request)



**COUNTY TREASURER'S  
OFFICE**  
*Personnel*

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

## COMMISSION AGENDA REPORT

---

**FROM:** Shilo Heger  
**MEETING:** June 5, 2025  
**SUBJECT:** Request to Fill Customer Service Rep Position County Treasurer  
**PRESENTER:** Donna Borgerding

---

### **BACKGROUND**

On April 3rd I submitted a CAR to fill an open customer service representative I position that has been open since November. I have also been notified of a retirement that will happen in early September. During the interview process we interviewed two applicants with extensive customer service experience that would be an excellent fit for Riley County. I would like to request permission to hire both applicants now instead of waiting until September when there will be another opening.

### **DISCUSSION**

During the training period, new hires do not work directly with customers for a couple of weeks. Having the opportunity to train while we still have our current staff will be invaluable. We have the opportunity to have both employees fully trained before the current CSR II retires. This will prevent any disruption in service to the public.

The summer months are very busy for vehicle renewals and registrations. Having an extra trained employee during this period will help, especially as staff take vacations over the next couple of months.

### **FISCAL IMPACT**

The open CSR position has been open all of 2025. This position was originally budgeted as a CSR II and we are filling it with a CSR I. The CSR II that is retiring has over 22 years with the

county. The new hire will be hired as a CSR I at a much lower rate. Therefore, there is no negative impact on the treasurer's personnel budget if we hire both applicants at this time.

**RECOMMENDATION(S)**

I recommend approving this request. I have two qualified candidates and have the budget to cover both positions. We will be fully staffed with an extra employee to help during the training period. This will also prevent any disruption of service to the public during the training.

**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:**

- Customer Service Rep I Position Description (PDF)
- 2025-03 Customer Svc Rep I PAF (DOCX)

|                     |                                          |                  |               |
|---------------------|------------------------------------------|------------------|---------------|
| <b>Job Title:</b>   | <b>CUSTOMER SERVICE REPRESENTATIVE I</b> |                  |               |
| <b>Department:</b>  | Treasurer                                | <b>Division:</b> | Motor Vehicle |
| <b>Reports To:</b>  | Vehicle Supervisor                       |                  |               |
| <b>Pay Range:</b>   | 4                                        | <b>Status:</b>   | Full Time     |
| <b>FLSA Status:</b> | Non-Exempt                               |                  |               |

**PURPOSE:** Accurate titling and registration of motor vehicles in Riley County, including specialized plates, repossessions, disability placards and refunds. Accurate collection of personal property and real estate taxes. Determine status of military for personal property tax exemption.

#### **ESSENTIAL FUNCTIONS:**

- Process title and registration applications.
- Advise customer for each independent situation, using Kansas Motor Vehicle laws and Kansas Department of Revenue Rules and Regulations and Federal Custom Laws.
- Analyze and verify legal documentation for titling and registering motor vehicles to determine authenticity and correctness of the documents.
- Keep abreast of constantly changing State regulations and statutes.
- Balance cash drawer daily
- Determine the proper tax situs, assign the proper tax code(s), and classify vehicle for registration.
- Calculate and collect personal property and real estate taxes, including appropriate delinquent fees and interest.
- Respond to telephone inquiries. Review customer needs solve the customer's concerns.

#### **SECONDARY FUNCTIONS:**

- Open office each morning and secure documents at night.
- Process lienholder mailings
- Order supplies.
- Process antique motor vehicle billings
- Process refunds on motor vehicle transactions
- Correspond with customer as needed.
- Assist with Webtags as needed.
- Process lien releases.
- Assist with filing and other duties as assigned.

#### **POSITION REQUIREMENTS:**

**Education:** High School diploma or equivalent required.

Successful completion of the MOVRS system for motor vehicle titling and registration through the Kansas Department of Revenue is mandatory upon hire.

**Experience:** 1 year experience in money handling. One year experience in working with the public. One year experience in an office environment.

**Knowledge/Skills:** Knowledge of Kansas Motor Vehicle laws and Kansas Department of Revenue motor vehicle rules and regulations as they apply to various types of vehicles including cars, trucks, motorcycles, motor homes, motor bikes, trailers, recreational vehicles, etc. Ability to use independent judgment, initiative, and discretion to make determinations and analyze whether documents are complete, accurate and authentic. Knowledge of the Federal Soldiers' and Sailors' Civil Relief Act of

Updated 2023

Attachment: Customer Service Rep I Position Description (15904 : Request to Fill CSR 1)

2003 and Kansas Statute 79-5107(e) regarding exemption of military from personal property taxes. Ability to examine legal documents for completeness, accuracy and validity of the items presented, through training and experience.

Working knowledge of Kansas Motor Vehicle statutes. Working knowledge of computers is necessary. General knowledge of personal property and real estate tax laws for collection purposes.

**Supervisory Control:** Supervision by the vehicle supervisor as to the correctness of the work on motor vehicles.

**Supervisory Responsibility:** None

**Guidelines:** Kansas statutes and Department of Motor Vehicles rules and regulations. Must follow State, County and Riley County policies with regards to personal property tax, real estate tax, motor vehicle and personnel actions.

**Complexity:** Position requires self-motivation and critical thinking. Title-related statutes and guidelines are complex and must be applied appropriately to each situation using independent judgment. The work includes numerous routine problems and questions that must be solved in accordance with established rules and regulations. Decisions must be made that involve the assessment of unusual circumstances, and variations in approach. Many decisions must be made in many different areas with a completely different set of rules for each one that do not relate to each other. Accuracy of all work is essential.

**Scope & Effect of Work:** The position contributes to the overall smooth function of the County Treasurer's office and its mission. The impact of the work ultimately affects the customer and the legality of the transaction. The work in this position can affect the County's image and operations. Ineffective performance will negatively affect the quality of service provided by the County Treasurer.

**Personal Contacts:** Contacts include members of the general public, County Treasurer's office staff and supervisors and staff from other County Departments.

**Purpose of Contacts:** Inform customers as to the laws and regulations in our state regarding vehicle registration and titling and taxation. Carry out the duties of the office in an efficient and friendly manner, while abiding by Kansas statutes, county policies and office policies. There are numerous irate and unhappy customers who must be dealt with in a calm, courteous manner.

**Physical Demands/Effort:** The employee is required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; talk, hear and see. The employee must occasionally lift/pushes/pulls 20-50lbs, frequently lifts up of 10-25lbs and constant lift of up to 10lbs. Specific vision abilities required by this job include close vision, color vision, depth perception, and ability to adjust focus.

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

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

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

Requisition Approval Process

- Submitted by Shilo Heger on 03/27/2025 at 03:29 AM
- Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)

|                                            |                                                       |                                            |
|--------------------------------------------|-------------------------------------------------------|--------------------------------------------|
| <b>Company</b><br>Riley County, KS         | <b>Position Template</b><br>Customer Svc Rep I [CSRI] | <b>Work Location</b><br>Office Building    |
| <b>Job ID</b><br>3153529                   | <b>Salary</b><br>\$18.90-20.54/hour                   | <b>Supervisor Position</b><br>No           |
| <b>Pay Grade</b><br>Pay Grade 4 [4]        | <b>EEO Class</b><br>Administrative Support [6]        | <b>Workers Compensation</b><br>8810 [8810] |
| <b>Cost Center 1</b><br>County General [1] | <b>Cost Center 2</b><br>Treasurer [7]                 | <b>Cost Center 3</b><br>--                 |
| <b>1 Job Slot</b><br>CUSTOME-1             |                                                       |                                            |

Supervisor: Donna Borgerding

Department Head: Shilo Heger

☒ No changes to Position or Budget

☒ Position Description attached

Total annual hours:2080

☐ Budgeted

☐ New or updated position description

☐ New request for budget (details attached)

Salary: \$42,723.20

Budget for Benefits: \$ 16,875.66

Total proposed annual budget: \$59,598.56

Additional Position Comments: \_\_\_\_\_

BoCC Chair \_\_\_\_\_

Date: \_\_\_\_\_

BoCC Member \_\_\_\_\_

Date: \_\_\_\_\_

BoCC Member \_\_\_\_\_

Date: \_\_\_\_\_

Original document stored in Human Resources

Revised 2023-01



**COUNTY CLERK &  
ELECTIONS**  
*Personnel*

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

## COMMISSION AGENDA REPORT

---

**FROM:** Elizabeth Ward, HR Director

**MEETING:** June 5, 2025

**SUBJECT:** Request to Fill - Election Specialist

**PRESENTER:** Rich Vargo, County Clerk

---

### **BACKGROUND**

The Elections Specialist position has become vacant and we would like to request it is filled as soon as possible to train and prepare for the 2025 election season.

### **DISCUSSION**

The Elections Specialist coordinates poll workers' notification, scheduling, training, mailings and provisional ballots for Riley County Elections, provides clerical and bookkeeping support for the Riley County Clerk's Elections Division.

The work of this position affects all staff in the County Elections office and directly impacts Riley County elections processes.

### **FISCAL IMPACT**

The position is included in the 2025 approved budget and there would be no financial impact of filling the position.

### **RECOMMENDATION(S)**

I recommend the Board of County Commissioners approve the requisition to fill the Elections Specialist position for recruitment.

### **POSSIBLE MOTION(S)**

I move to approve the requisition to fill the Elections Specialist position for recruitment.

I move to deny the requisition to fill the Elections Specialist position for recruitment.

Move to modify:

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Elections Specialist position description (PDF)
- 2025-06 Elections Spec PAF (DOCX)

## RILEY COUNTY, KANSAS JOB DESCRIPTION

|                     |                             |                            |
|---------------------|-----------------------------|----------------------------|
| <b>Job Title:</b>   | <b>ELECTIONS SPECIALIST</b> |                            |
| <b>Department:</b>  | Clerk                       | <b>Division:</b> Elections |
| <b>Reports To:</b>  | Elections Manager           |                            |
| <b>Pay Grade:</b>   | 5                           | <b>Status:</b> Full Time   |
| <b>FLSA Status:</b> | Non-Exempt                  |                            |

**Position Summary:** Coordinates poll workers' notification, scheduling, training, mailings and provisional ballots for Riley County Elections, provides clerical and bookkeeping support for the Riley County Clerk's Elections Division.

### ESSENTIAL FUNCTIONS:

- Analyze, maintain, and update voter registration database:
- Continually strive to find new ways of keeping all voter records current.
- Assist in promoting voter awareness
- Assist in maintaining DMV records
- Prepare voter registration cards as needed through bulk mail
- Update bulk mail, and BRM licenses annually
- Coordinate hiring, job assignment, and communication for election workers with Human Resources.
- Coordinate Election Day processes for elections.
- Assist in presenting training presentations
- Coordinate charging, testing, and preparations needed for the election equipment.
- Organize logic and accuracy testing process for machines prior to each election
- Recruit student judges for elections.
- Train election workers on Provisional ballots process and balancing after each election.
- Post provisional status on Election Voter Information System (ELVIS) and prepare public documentation showing provisional counted.
- Maintain ELVIS tokens for the Clerk's Elections Staff and Temporary Workers

### SECONDARY FUNCTIONS:

- Coordinate and develop procedures for receivables in the Clerk's Elections office.
- Notarize documents for customers, candidates, and County personnel.
- Enter receipts into QuickBooks
- Maintain inventory for the County Clerk's Elections division.
- Other duties as assigned

### POSITION REQUIREMENTS:

Riley County voter registration preferred.

**Education:** Associate degree required with 2 years' general office experience.

**License(s)/Certification(s):** Valid driver's license required. Must complete Help America Vote Act training (8hrs) annually. Must be able to obtain a State of Kansas Notary Public.

**Experience:** Knowledge of Microsoft Office, and experience working with the public. Appropriate combination of experience and education considered in lieu of the above requirements.

**Skills:** Good organizational and communication skills and ability to work on multiple tasks with frequent interruptions: ability to work independently as a self starter.

**Physical Demands:** The physical demands represent those required to successfully perform the

Updated January 2025

Attachment: Elections Specialist position description (15908 : Request to Fill - Election Specialist)

essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms. The employee occasionally lifts/pushes/pulls 50+lbs, frequently lifts up of 25-50lbs and constant lift of up to 25lbs. Specific vision abilities required by this job include close vision, color vision, depth perception, and ability to adjust focus.

**Work Environment:** The work environment described represents those encountered while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Work is generally in an office setting involving everyday risks or discomforts and normal safety precautions typical of an office setting with visual attention and dexterity in computer operation. There is an occasional risk the employee is potentially subject to verbal or physical abuse from disgruntled individuals. The noise level in the work environment is usually moderate.

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

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

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

- Submitted by Elizabeth Ward on 06/03/2025 at 05:20 AM
- Michele Reid, Final Approval

Internal Position Details (not displayed on job posting)

|                                       |                                                             |                                         |
|---------------------------------------|-------------------------------------------------------------|-----------------------------------------|
| <b>Company</b><br>Riley County, KS    | <b>Position Template</b><br>Elections Specialist [ELECTSPC] | <b>Work Location</b><br>Office Building |
| <b>Job ID</b><br>3315771              | <b>Salary</b><br>\$20.74-\$22.54 per hour                   | <b>Supervisor Position</b><br>No        |
| <b>Pay Grade</b><br>RANGE 5 [RANGE 5] | <b>EEO Class</b><br>Paraprofessionals [5]                   | <b>Workers Compensation</b><br>--       |
| <b>Cost Center 1</b><br>--            | <b>Cost Center 2</b><br>--                                  | <b>Cost Center 3</b><br>--              |
| <b>1 Job Slot</b><br>ELECTIO-1        |                                                             |                                         |

Supervisor: Susan Boller

Department Head: Rich Vargo

☒ No changes to Position or Budget

☒ Position Description attached

Total annual hours: 2080

☒ Budgeted

☐ New or updated position description

☐ New request for budget (details attached)

Salary: \$46,883

Budget for Benefits: \$ 18,519

Total proposed annual budget: \$65,402

Additional Position Comments: \_\_\_\_\_

BoCC Chair

\_\_\_\_\_

Date: \_\_\_\_\_

BoCC Member

\_\_\_\_\_

Date: \_\_\_\_\_

BoCC Member

\_\_\_\_\_

Date: \_\_\_\_\_



**EMERGENCY  
MANAGEMENT/FIRE**  
*Staff Update*

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

## STAFF REPORT

---

**FROM:** Russel Stukey Emergency Services Director

**MEETING:** June 5, 2025

**SUBJECT:** Staff Update

**PRESENTER:** Russel Stukey Emergency Services Director

---

EM/Fire/911 monthly Staff Update

**Enclosures:**

- May staff time (DOCX)



Monthly staff time report to BOCC, for the month of **May 2025**

**911- Russel**

- Constantly working on radio system management, analyzing opportunities to lower the annual operating costs of the 911 system.
- L3 Harris has asked me to participate in the APCO conference in the first week of August, so I have submitted an out of state travel request
- Updated Riley County Radio system programming key held by Ka-Comm
- Working with NE KS Homeland Security Council to update hand-held radios to modern encryption standards. This is a cache of radios that NEKSHSC purchased and Riley County houses to be used in the event of a disaster. We get to use them for special events such as parades etc.

**Emergency Management-Russel**

- Attended department head meetings
- Attended several commission meetings
- Working with IT and dispatch staff on the MCP CIP upgrade project
- Monitored and advised about severe weather affecting the area
- Activated the EOC multiple times
- Participated in Employee Training Committee meetings
- Chaired NE KS Homeland Security Council meeting
- Presented staff update to BOCC
- Working with committee, architect and BHS to finalize plans for EM/EOC remodel of old EMS building
- Participated in KSU EM advisory committee
- Attended monthly KEMA meeting
- Attended Intergovernmental meeting presented severe weather webinar and discussion G2300 training
- Preparing for 2026 budget
- Requested BOCC retain AHJ for remodel permit and plans review
- Working with John Ellerman and Cory Meyers to facilitate temporarily moving our office to the Konza space.

**Assistant Director Laurie Harrison activity EM/911**

Kansas Emergency Management Association (KEMA):

Serve as Treasurer

Participating in Conference Committee planning

Attend NE KEMA meeting

Public Notification, Everbridge, Integrated Public Alert and Warning System (IPAWS):

Conduct monthly siren test, Everbridge test, IPAWS test

Update contacts

Serve as NE regional account administrator

Comprehensive Resource Management and Credentialing System (CRMCS):

Attachment: May staff time (15877 : May Staff Time)



Update resource list

Serve as account administrator

Northeast Regional Homeland Security Council (NERHSC):

Serve as project manager for Everbridge

Serve as project manager for CRMCS

Serve as KEMA representative

Emergency Management fund and 911 fund:

Oversee invoice payment process

Pay invoices

Track expenses and income

Provide 911 budget overview for 911 working group

Exercises:

Volunteer Management:

Training:

Attend Wildcat Creek Workshop

Community Outreach:

Misc:

Attend KSU EM advisory group meeting

Activate and staff EOC for severe weather on 5/18/2025

Attend 911 working group meeting

Prepare office for move to HD

Attend KDHE feedback webinar with PHEP Michelle H

Attend Wildcat PHEP regional meeting

Hazardous Materials Emergency Planning Grant (HMEP):

Serve as grant admin for commodity flow study project

Complete and submit reports

### **EM Planner-Robert Cox**

COOP:

Reviewed all County Department COOP plans

Developed method for reviewing COOP plans

- lowest grade to highest and
- waiting on those moving or getting new Key personnel

Met with 3 out of 18 DH's to review plans and discuss updates and ideas

LEPC:

Met with 3 out of 20 voting members to review process and discuss/identify their needs

- Regulatory
- Rule/Law
- Grant
- Other

Creating spreadsheet to help align identified whole community's requirements and needs

**TIER II:**

Updated with all submitted Tier II's as of 3/12/2025

**Plans:**

Reviewed and updated LEOP Archive. Updated Maintenance Tab with updates

Identified and reviewed all MOU's and MOA's associated with EM (expired and need updating)

Reviewed Farm Bureau Dam Plan. Scheduling meeting to update plan and schedule regulatory exercise.

Reviewed and updated partners about upcoming Mitigation Plan meeting (Apr 2<sup>nd</sup>)

Reviewed Debris Mgmt Plan (needs updating)

Reviewed Pre identified Shelter location folder (needs updating)

Helping identify preparedness priorities

**EOC :**

Built out PIO/JIC board on WebEOC for better communication capabilities and situational awareness.

Developed SITREP with Community Lifelines board on WebEOC for better situational awareness.

**Training:**

Attended Staging Area Manager on Mar 26& 27

Scheduling G2300 Intermediate EOC Functions (Sept 23-25, 2025)

CERT Train the Trainer Course (Mid-May or June )

**Fire-Russel**

- Continue to accept and process applications for volunteer firefighters
- Covered emergency calls
- Participated in RCFD#1 fire trainings
- Reviewing RCFD policies/SOG's
- Attended area Fire Chiefs meeting
- Discussed SB199 year-round fireworks sales with legal department
- Working on 2026 budget
- Managing hiring process to replace administrative assistant
- Completed Admin. Asst. interviews and made a conditional offer and it was accepted
- Participated in statewide Fire Working Group meeting
- Packed up office prior to leaving for a weeklong vacation
- 

**Admin. Asst. Makenzie McGinnis****Fire:**

Learned and issued burn permits

Learned and tracked and recorded controlled burns

Created and distributed Monthly Fire newsletter

Learned and processed invoices and tracked expenses



EM:

Learned and Processed invoices and tracked expenses

Misc:

Assisted with packing and organizing for the move

### **Deputy Chief Doug Russell**

- Responding to multiple incidents.
- Dealing with personnel issues.
- Working through new applications for FFs.
- Station 110
  - Working with Evergy on power
  - Waiting on water and sewer
  - Public works are unable to haul dirt looking for alternate contractor.
  - Riley Construction completed working on touch up items
  - The bathroom is plumbed and wired. Needs painted.
- Working with Admin Assistant to outfit new FFs.
- Station maintenance items.
- Working with DC of Admin on First Due software implementation items.
- Multiple truck repairs.
- HB112 completed
- B114 in Service
- Preparing for office move.

### **Deputy Chief Jake Konrardy**

- County Trainings
- Respond to Calls
- Deal with personnel issues
- Review New Hire Applications
- Assist DCO with truck repairs
- Assist DCO with finishing new truck builds
- Submit NFIRS report to The Office of The State Fire Marshal
- Work on New Software conversion from Emergency Reporting to First Due
- Attend 911 Working Group Meeting
- Implement more users for new software
- Meetings for Rock the Plains event at Tuttle Creek State Park
- Attend Active Violence Training with RCPD, RCEMS, MFD, USD383

Attachment: May staff time (15877 : May Staff Time)

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

115 N. 4<sup>th</sup> Street  
Manhattan, Kansas 66501

Phone: 785-537-6331

Fax: 785-537-6331

[www.rileycountyks.gov](http://www.rileycountyks.gov)

- Meeting with MFD on CWPP
- KDEM Joint Hazard Assessment Team 2 Day Training

Submitted by:  
Russel Stuke  
EM Director/ Fire Chief  
Riley County

Attachment: May staff time (15877 : May Staff Time)



**EMERGENCY  
MANAGEMENT/FIRE**  
*Travel Request*

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

## COMMISSION AGENDA REPORT

---

**FROM:** Russel Stukey Director EM/Fire  
**MEETING:** June 5, 2025  
**SUBJECT:** EM out of state travel request  
**PRESENTER:** Russel Stukey Director EM/Fire

---

### **BACKGROUND**

APCO (Association of Public-Safety Communications Officials) was founded in 1935, APCO International is the world's oldest and largest organization of public safety communications professionals.

APCO's 40,000+ membership includes those who manage, operate, build and support public safety communications systems for law enforcement, fire, emergency medical and other public safety agencies. The association supports its members - and the general public - by providing industry expertise, professional development, technical assistance, advocacy and outreach.

### **DISCUSSION**

I have been asked to participate in an educational session during the APCO conference to be held the last week of July, 2025 in Baltimore Maryland. Myself and 4 others will participate in a session discussing Cyber attacks against public safety radio systems. As compensation I will be granted a full pass for the conference to attend any other educational sessions that are offered. This is a \$675 value. This will be a good opportunity to share our experience of the cyber attack and share how we dealt with it to minimize the impact to the public. Participating in this event may not directly impact the citizens of Riley County but indirectly it will benefit Emergency Services Communication system across the nation. Riley County citizens travel throughout the

nation and have family and friends that live throughout the nation that will benefit from the sharing of our experience.

**FISCAL IMPACT:**

The conference fee will be waived for my participation in the conference educational session and L3 Harris has agreed to cover the cost of the lodging. Together those two costs would exceed \$1,300. The only expenses I would have to cover out of my budget would be travel and meals. I estimate that would be a maximum of \$852 which we have budgeted for in the EM 2025 budget.

**RECOMMENDATION(S)**

Staff recommends approving out of state travel request for Russel Stukey.

**POSSIBLE MOTION(S)**

Move to approve out of state travel request for Russel Stukey.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

**Enclosures:**

- Out of state travel request Stukey (PDF)

# RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: rRussel Stukey DEPARTMENT: EM/Fire

POSITION TITLE: Director DATE REQUESTED 6-5-2025

FUND: EM

Travel From: Kansas Date: July 28

Travel To: Baltimore, Maryland Date: July 31

Purpose of Travel: **Educational APCO 911 Conference**

Mode of Travel: Common Carrier ☒ Riley County Vehicle ☐ Privately Owned Vehicle ☐

☒ Administratively determined to be to the advantage of Riley County  
☒ Not to exceed the cost of common carrier including food and lodging  
Mileage rate of \_\_\_\_\_

## ESTIMATED COST:

| Type of Expense   | Description                                                  | Amount  |
|-------------------|--------------------------------------------------------------|---------|
| Transportation    | Airfare                                                      | \$500   |
| Lodging           | Paid for by L3 Harris                                        | \$0     |
| Meals             | 4 days @ \$63 per day                                        | \$252   |
| Registration/Fees | Paid for by APCO conference for participating as a presenter | \$0     |
| Other             | Taxi ?                                                       | \$100 ? |

Total Estimated Travel Costs: \$852

Requested by: Russel Stukey Date: 6-5-25

Approved by: \_\_\_\_\_

Department Head: Russel Stukey Date: 6-5-25

Chair: \_\_\_\_\_ Date: \_\_\_\_\_

Board of County Commissioners

Attest: \_\_\_\_\_ Date: \_\_\_\_\_

Riley County Clerk

cc: Department Head  
Department Assistant



**PLANNING &  
DEVELOPMENT**  
*Staff Update*

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

## STAFF REPORT

---

**FROM:** Amanda Webb, Planning Director

**MEETING:** June 5, 2025

**SUBJECT:** Planning & Development - Staff Update

**PRESENTER:** Amanda Webb, Planning Director

---

**Enclosures:**

- May 2025 (PDF)
- 6 - June Staff Update to BOCC (PDF)



## PLANNING & DEVELOPMENT ENVIRONMENTAL HEALTH

**Date:** June 5, 2025  
**To:** Riley County Board of County Commissioners  
**From:** Amanda Webb, Planning Director  
**Re:** Planning & Development May 2025 Staff Report

---

Keats Sewer Benefit District:

Project cost: \$4.8 million

- Funding
  - USDA Rural Development funding: USDA has awarded Keats a \$492,000 grant. The remaining \$618,000 will be in loan form payable over a 40-year period by benefit district residents.
    - Several property owners have asked about the possibility of paying their portion of the loan up front to avoid interest. I have inquired with USDA staff and await further information to share with property owners.
  - Kansas Water Office (KWO) Technical Assistant Grant: Awarded \$359,100. I have so far submitted four quarterly reports as required and have been reimbursed for all periods.
  - KDHE Small Town Water & Sewer Infrastructure Assistance (STWSIA) grant: Awarded \$2,537,790. The grant agreement has been signed.
  - American Rescue Plan Act (ARPA) funds allocated by the BOCC: \$800,000
  - Total identified funding: \$4,188,890 (**87% grant funded**)
- Easements
  - All property owners will need temporary easements to allow onsite access to perform project work including demolition of existing septic tanks and installation of a new sewer line from the street to their home.
  - About 15 properties will also need permanent easements to allow for necessary infrastructure to on their properties and allow access as needed for maintenance and repair.
  - We are working with Charlson/Wilson to ensure we have the names of all legal owners for each property and are concurrently working on easement documents. This process will likely take into late summer.
  - Once documents are ready, we will schedule a time to visit the Keats community to coordinate easement review and signature.
- Schedule (as of November 2024; subject to change as necessary)
  - Design/Survey/Easement completion: summer 2025
  - KDHE/USDA Agency Review completion: September 2025
  - Bidding/Construction project award: December 2025
  - Construction starts: March 2026
  - Construction ends: February 2027

Attachment: May 2025 (15898 : Staff Update)

- Outreach
  - An email update and informational letters are going out this month.
  - Created a brochure outlining the various grant/funding sources.
  - Webpage: [www.rileycountyks.gov/2062](http://www.rileycountyks.gov/2062).
  - Keats community residents have their own webpage.
- Engineering/Design
  - Working with the County Counselor's office on preliminary & temporary easement documentation.
  - Submitted preliminary field check plans for Riley County review.
  - Field survey work on going.
  - BG Consultants have met with several property owners on site.
  - Working on updating preliminary sewer alignments.

#### Comprehensive Plan Update:

- BOCC allocated a total of \$150,000 towards consultant services for this project.
- The contract with Stantec was finalized on December 19, 2024.
- Biweekly communications meetings are ongoing.
- The subcommittees continue to meet and will complete their work in June.
- Stakeholder meetings are ongoing through June.
- We are on the June 11 Randolph City Council agenda.
- The Existing Conditions Community Workshop was held on May 14 at Pottorf Hall. The results of the workshop, along with the PowerPoint presentation provided, is available on the website at [www.rileycountyks.gov/plan](http://www.rileycountyks.gov/plan). The Existing Conditions Study is located here as well.
- I met with Katharine Hensler to discuss cultural resources/historic preservation for the plan update, and she provided helpful resources and input.

#### Rural Economic Development Advisory Board (REDAB):

- Monthly meetings take place at 3:00 pm on the third Wednesday of each month.
- The committee is working on their mission and direction and asked for commissioner input. Each commissioner attended separate meetings over February, March, and April. REDAB members were able to ask questions, and there was great discussion during all three meetings. At the May meeting, REDAB discussed the BOCC's input and decided they'd like to coordinate regular monthly updates during BOCC meetings.
- They are reviewing the draft Economic Development goals for the Comprehensive Plan Update.

#### Solid Waste Management:

- KDHE requires the Solid Waste Management Plan be reviewed annually. SWMC discussed this review during their April meeting and recommended no changes to the BOCC. The BOCC passed a resolution approving the annual review at the May 12<sup>th</sup> meeting. The materials were transferred to KDHE and have been officially approved for 2025.
- The committee will once again host a booth at the Riley County fair. I am working to get volunteers signed up for shifts.
- There is a subcommittee dedicated to updating/improving the portions of the Riley County website concerning solid waste. Members have made some suggestions for improvements. The group convened in May to discuss further, with the assistance of Riley County PIO, and several suggestions were made that will so far be incorporated into the main Solid Waste Management Committee website.

### Local Environmental Protection Program (LEPP) Grant:

Riley County was awarded \$50,000 from KDHE through the LEPP grant fund. This funding is available for low to moderate income households in need of repair or replacement of failed wastewater systems and components.

- Applications are ranked by need, applicant income, and severity of failure.
- We have so far assisted two property owners with replacement of their wastewater systems.
- The second application window closed on May 5, 2025.
  - We received five applications to date. Three were income eligible and two were not. All have been notified of eligibility.
  - We prioritized one applicant experiencing surfacing sewage to assist with this last portion of funding. The other two income eligible applicants will be shifted to the SFY26 funding round.
- On December 12, 2024, KDHE updated their income guidelines and started utilizing the 2024 federal poverty guidelines moving forward. They've updated the eligibility amounts based on income:

200% or below the federal poverty level is eligible for up to 100% grant funds.

201% - 250% of the federal poverty level is eligible for up to 85% grant funds.

251% to 300% of the federal poverty level is eligible for up to 75% grant funds.

- Applied for SFY2026 LEPP grant funding. Confirmed we should be receiving the next round of funding, likely late summer.

### Current Planning:

- The May Riley County Planning Board/Board of Zoning Appeals meeting was cancelled due to lack of petitions.
- At the May 8, 2025, the Manhattan Urban Area Planning Board held a public hearing to consider the request of Chris Fox for a Residential Use Designator – Country Estate. They approved the request.
- At their June 9, 2025 meeting, the Riley County Planning Board/Board of Zoning Appeals will:
  - Hold a public hearing to consider the request of Melissa Jarboe and MDMJ Revocable Living Trust to rezone Lots 26 & 27, Block 10, Western Shores Acres Subdivision from "SF-3" (Single Family Residential) to "SF-1" (Single Family Residential) and replat Lots 26 & 27.
  - Discuss proposed Short Term Rental regulation amendments.
  - Receive a Comprehensive Plan Update report.
- At their June 12, 2025 meeting, the Manhattan Urban Area Planning Board will:
  - Hold a work session to discuss proposed Short Term Rental regulation amendments.
- One pre-application meeting was held to discuss a potential replat.

### Other Items:

- I participated in the first RHID (Reinvestment Housing Incentive District) Task Force meeting held May 15.
- Short Term Rental regulation amendments:
  - The BOCC workshopped this item for several sessions in 2025 and proposed to add language regarding separation distances between STR properties, requiring the Responsible Agent to be present in/reside in Riley County while the unit is in operation, and to require all county taxes and fees be current prior to license issuance/renewal.

- As per standard procedure, the Riley County Planning Board and the Manhattan Urban Area Planning Board will hold work sessions on June 9 and June 12, respectively, on the proposed amendments.
- They will then have public hearings on the proposed amendments in July.
- The amendments, in the form recommended by both planning boards, will be brought back to the BOCC for final decision later in the summer.
- Riley County Planning Board will now meet at 7:00 pm on the second Monday of every month. Meetings used to take place starting at 7:30 pm.
- Sanitary code amendments: Staff is working to identify items that need to be updated/addressed. KDHE has updated Bulletin 4.2, which is under review by the state. We should wait to fully update our code so we can ensure there will be no conflicts with the state's new regulations.
- Battery recycling
  - There are many stickers and flyers still available for distribution. Anyone is welcome to pick up stickers and/or flyers. We are always looking for volunteers to help get stickers on trash totes.
  - Website: <https://www.rileycountyks.gov/2024/Battery-Recycling>
- GovBuilt setup
  - Staff continue to work with GB to tailor the system to our needs.
  - Website: <https://rileycountyks.gov.govbuilt.com/>.

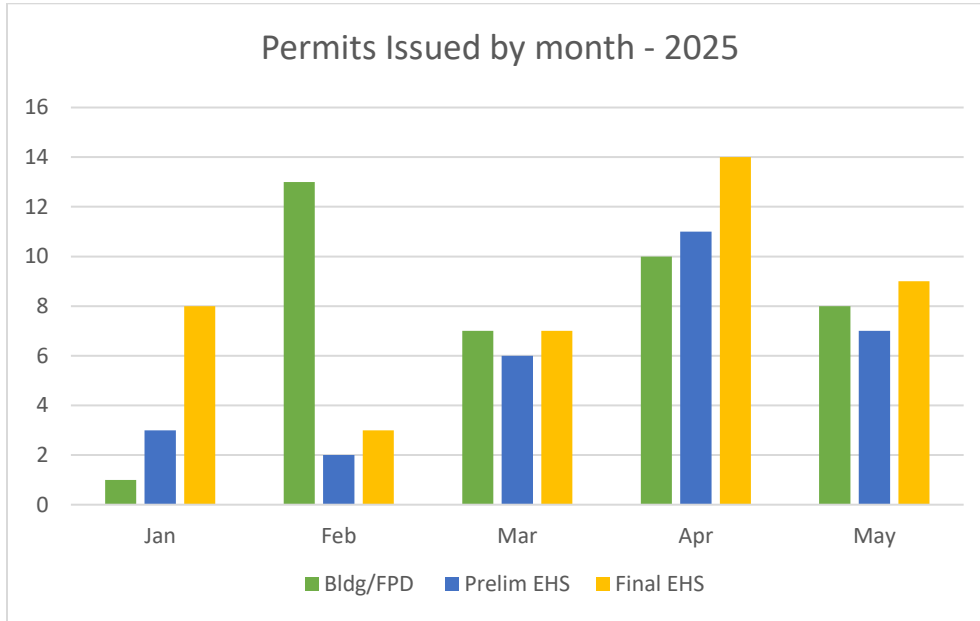
#### Coming Up:

- Discussion on fining contractors for building without a permit (TBD)
- Presentation on different types of wastewater systems (TBD)

#### Also attended/participated in:

- 2026 budget discussions
- MHK Area Economic Project Team meeting
- Met w/ EM Planner to discuss P&D COOP
- Department Head meetings
- Legal roundtable
- Budget & planning
- EM/PD/PW Coordination meeting

| Permits Issued May 2025:                   |   |
|--------------------------------------------|---|
|                                            |   |
| Building/Sign Permits                      | 8 |
| Floodplain development permits             | 0 |
| Environmental Health permits (preliminary) | 7 |
| Environmental Health permits (final)       | 9 |
|                                            |   |



| Projects                                                                    | Staff                     | Status                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Task                                                                                                                                                                            | Start Date | Request to Prosecute | Deadline   |
|-----------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|------------|
| Long Range Planning                                                         |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                 |            |                      |            |
| Comprehensive Plan Update                                                   | Amanda Webb & Bob Isaac   | Vision 2025 adopted in October 2009 and is need of an update. Held committee kickoff meeting, created survey, issued RFQ with no responses. Community meetings complete. Survey closes December 1. Year to date report to BOCC on December 18th. Presented at community meeting in Leonardville on January 17th. Full committee reconvened on February 13th. Issued RFQ April 5 with due date of May 3. Interviewed Stantec and Olson Associates and selected one. BOCC allocated \$150K for consultant services. Consultant contract with Stantec approved. Comp Plan committee meeting on Feb. 5th. Subcommittee update to BOCC April 17, 2025. Received existing conditions study. Held community workshop on 5-14-25. | Monthly BOCC updates on-going. Subcommittees meeting. Staff meeting regularly with Stantec. Conducting stakeholder meetings.                                                    | 11/1/2021  |                      | 12/31/2025 |
| Keats Sewer District                                                        | Amanda Webb & Ben Hamill  | Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Geotech complete. Awarded KWO Technical Assistant Grant. Awarded KDHE infrastructure grant \$2.5m, awaiting grant agreement. Lagoon will have to be lined which will require irrigation and potential evaporation in the future. Cultural survey report complete and under review by state agencies. BOCC approved BG Consultant's engineering/design contract on August 5, 2024. Applied for KWO's WP grant (second round). USDA approved environmental assessment. USDA obligated funding to include \$492,000 grant.                                          | Engineering is underway. Working on grant and loan requirements. Working on easement documents.                                                                                 | 11/1/2014  |                      | 3/30/2027  |
| NG911 - Private Road Naming                                                 | Amanda Webb & Lisa Daily  | Committee met 2/9/2024. Emergency services and the committee want to pursue naming and renumbering Anderson Lane. BOCC didn't approve the renumbering portion of the request in 2020. Committee met 1/22/2025, and still want to proceed with Anderson Ln.                                                                                                                                                                                                                                                                                                                                                                                                                                                                | BOCC in support of proceeding with Anderson Lane. Need to send letter to property owners.                                                                                       | 8/1/2015   |                      | 6/30/2025  |
| Develop Riley County - historic land use changes in Wildcat Creek Watershed | Darrin Hobbs              | Information gathering from NASA complete for report. Report has been finalized. Waiting for end product.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Project closed                                                                                                                                                                  | 6/1/2020   |                      | 5/8/2025   |
| Regulations                                                                 |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                 |            |                      |            |
| Land Development Regulation Amendments                                      | Amanda Webb & Bob Isaac   | Staff is organizing specific amendments and arranging discussions with planning boards. Part 1 approved. Updates made to regulations and resolution published. BOCC heard request August 22nd and tabled it to August 29th. Part 2 has been completed. Amend Section 5.2 - Use Specific Standards AC. Short Term Rental.                                                                                                                                                                                                                                                                                                                                                                                                  | Conduct work sessions: MUAPB 6/9/2025, RCPB 6/12/2025 Conduct public hearings: RCPB 7/14/2025, MUAPB 7/17/2025, BOCC 7/28/2025                                                  | 1/1/2024   |                      | 12/31/2025 |
| Grants                                                                      |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                 |            |                      |            |
| Keats Sewer District                                                        | Amanda Webb               | Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Geotech complete. Awarded KWO Technical Assistant Grant. Awarded KDHE infrastructure grant \$2.5m, awaiting grant agreement. Lagoon will have to be lined which will require irrigation and potential evaporation in the future. Cultural survey report complete and under review by state agencies. BOCC approved BG Consultant's engineering/design contract on August 5, 2024. Applied for KWO's WP grant (second round). USDA approved environmental assessment. USDA obligated funding to include \$492,000 grant.                                          | Engineering is underway. Working on grant and loan requirements. Working on easement documents.                                                                                 | TBD        |                      | 3/30/2027  |
| Local Environmental Protection Program (LEPP)                               | Amanda Webb               | KDHE grant for low income property owners to repair or replacement private wastewater systems. Grant period July 1, 2024 through June 30, 2025. KDHE awarded grant; funding received. Opened first 60 day application window, which ended Oct. 4th. Received five applications two of which were eligible. We have funded replacement for two home owners. Received five applications during second round. Three are eligible.                                                                                                                                                                                                                                                                                            | Assisting one property owner experiencing surfacing sewage. Working with two other property owners to assist during third round.                                                | 1/1/2024   |                      | 6/30/2025  |
| Current Planning                                                            |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                 |            |                      |            |
| Lang - Rezone                                                               | Bob Isaac                 | RCPB recommended approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Project closed                                                                                                                                                                  | 2/25/2025  |                      | 5/7/2025   |
| Gerken - RUD Extraneous Farmstead & Plat                                    | Bob Isaac                 | MUAPB approved. BOCC approved and plat filed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Project closed                                                                                                                                                                  | 2/19/2025  |                      | 5/17/2025  |
| Kramer - RUD Extraneous Farmstead                                           | Bob Isaac                 | Application received.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | On hold waiting for Elevation Certificate.                                                                                                                                      | 2/23/2025  |                      | TBD        |
| Fox - RUD Country Estate                                                    | Bob Isaac                 | MUAPB approved.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Waiting on signed & notarized APE                                                                                                                                               | 3/25/2025  |                      | 5/30/2025  |
| Jarboe - Plat & Rezone                                                      | Bob Isaac                 | NOPH published.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Conduct RCPB hearing 6/9/25 and BOCC hearing 6/26/2025                                                                                                                          | 4/8/2025   |                      | 6/26/2025  |
| Thomas - Replat                                                             | Bob Isaac                 | NOPH published.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Conduct MUAPB hearing 6/12/25 and BOCC hearing 6/23/2025                                                                                                                        | 3/14/2025  |                      | 6/23/2025  |
| RCPB - Text Amendments                                                      | Bob Isaac                 | Hold discussion meetings: RCPB 6/9/25 and MUAPB 6/12/25.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Publish NOPH and conduct hearings: MUAPB 7/10/25 RCPB 7/17/25 BOCC 7/28/25                                                                                                      | 4/28/2025  |                      | 7/28/2025  |
| Wanklyn - Conditional Use                                                   | Bob Isaac                 | Application received. Process application.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Publish NOPH and conduct hearing: BZA 7/14/25                                                                                                                                   | 5/27/2025  |                      | 7/14/2025  |
| Permits                                                                     |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                 |            |                      |            |
| 24-004-MISC Holenbeck (6181 Deep Creek Rd)                                  | Darrin Hobbs & Ben Hamill | Trees in lagoon - needs a repair permit. 1/2/25 Darrin noted trees have been removed. No repair permit on file. Bldg permit has not been issued yet. EH has not been approved. Removed trees without a repair permit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Ben will follow up with property owner. Will follow up with Friendly Letter. Permit was never issued, but sent an expired letter to the property owner.                         | 2/13/2024  |                      | 5/23/2025  |
| 21-0146-MRWW Worrel                                                         | Ben Hamill & Jacob Hansen | Application received and inspection completed. Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received. Met with Mrs. Worrel, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Sanitary Code Violation 21-0038. Sent a letter on April 12, 2023 requesting they call to set up appointment. Sent new letter with LEPP grant application to Worrels on August 23, 2024. To date, no response from Worrell's. Sent LEPP application.                                                                                                           | Waiting for response.                                                                                                                                                           | 7/8/2021   |                      | 6/30/2025  |
| 22-0059-OWWD (7015 University Park Rd)                                      | Ben Hamill                | Property owner applied to build a stablization pond but didn't list a licensed installer. Initial inspection and preliminary approval was done by previous EHS, Perry Piper which listed Jay White Excavating. 2024 aerials show stablization pond has been built. 5/21/2024 Ben contacted Jay White and he confirmed he did not build the stablization pond.                                                                                                                                                                                                                                                                                                                                                             | Molly to send friendly letter.                                                                                                                                                  | 3/18/2022  |                      | 6/30/2025  |
| 23-008-ACC Klein (15120 Green Randolph Rd)                                  | Darrin Hobbs & Ben Hamill | Application received and processed. Notified property owner that septic tank needs pumped.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Waiting on pumping report. I have contacted the owner and have not received pumping report or a plan of action yet. Molly will follow up with friendly letter.                  | 4/13/2023  |                      | 6/30/2025  |
| 23-050-ACC Connet (3761 Akin Rd)                                            | Darrin Hobbs & Ben Hamill | Applied to build an accessory building with a wash bay. Will have separate wastewater system for the accessory building. At this time, property owner doesn't know where he wants to put the system. There is not a current pumping report for the home. Property owner said tank was pumped within 5 years by previous owner, looking to see if pumping report can be found.                                                                                                                                                                                                                                                                                                                                             | Need Soil Profile Application and Pumping Report. I have visited the property and there hasn't been any construction started. Ben will follow up with friendly letter for tank. | 11/14/2023 |                      | 6/30/2025  |
| 23-023-OPWS Fowler (6825 Summit Ridge Dr)                                   | Ben Hamill                | On site well collapsed. Doesn't meet state setback requirements. Contacted KDHE and requested variance. Variance was approved. Issued preliminary approval 1/26/2024. Well drilled was dry, driller and property owner looking at second location for well.                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Contact property owner to find out if second well was drilled. Inspect if well was drilled.                                                                                     | 12/28/2023 |                      | 6/30/2025  |

Attachment: 6 - June Staff Update to BOCC (15898 : Staff Update)

| Projects                                                                | Staff                                 | Status                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Start Date | Request to Prosecute | Deadline  |
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| 24-008-ACC Britt (1000 S Scenic Dr)                                     | Darrin Hobbs & Bob Isaac              | 03/11/2024 - Called applicant; told him an elevation certificate would be required for the BP; he said he was interested in obtaining a variance to build below freeboard standard; I told him the EC will provide us more info to get started on the variance process. - BOB 4/29/2024 - Waiting on plot plan and building plans. DGH 5/28/2025 Richard Britt came in office. He asked Bob Isaac to set up a meeting with Richard, his wife an surveyor to start the variance process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Bob scheduled variance meeting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3/1/2024   |                      | 6/30/2025 |
| 24-022-ACC Reid (12028 Lakeshore Ln)                                    | Darrin Hobbs & Ben Hamill             | Replat has been filed and Variance to reduce side yard setback for accessory structures from 5 ft to 1 1/2 ft has been approved. Darris is ready to approve. EH - septic system is for 2 bedroom home, but appraiser's office has building listed as a 3 bedroom. Need to confirm number of conforming bedrooms before EH approval can be given.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Ben will visit site to confirm house is a 3 bedroom.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 6/17/2024  |                      | 6/30/2025 |
| 24-001-MH Zeller (5321 W 76th)                                          | Darrin Hobbs & Ben Hamill             | Property owner replaced manufactured home with a new modular home without a building permit.24-019-OSPE Soil profile was done 8/29/24. No permit for the lagoon has been received and I believe Darrin said the lagoon has been built. Zach Zeller contacted for lagoon inspection and approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Molly will email the installation application to both installer and property owner requesting one of them complete and pay fee. Ben to do site visit to verify fencing and obtain permit for lagoon.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 7/23/2024  |                      | 6/30/2025 |
| 24-029-ACC BPW Management (7661 Wales St)                               | Darrin Hobbs                          | 4/29/2024 - Waiting on plot plan and building plans. DGH.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Waiting on Ag Exemption fee structure. Darrin will contact property owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 8/22/2024  |                      | 6/30/2025 |
| 24-040-ACC Fowler (6825 Summit Ridge Dr)                                | Darrin Hobbs                          | Property owner applied for permit to build after receiving a violation. Building has already been built in road ROW and in building setback and is also on a lot without a principal structure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Darrin will contact owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 11/12/2024 |                      | 6/30/2025 |
| 24-015-RES Carlson (16010 Tuttle Creek Blvd)                            | Darrin Hobbs, Ben Hamill & Lisa Daily | Ben emailed Dave 1/3/25. Rec'd response from Dave. Ben emailed Bob, Amanda & Darrin about setting up a meeting. Has meeting been set up? I am waiting on outcome before I pursue the private roading which cost him \$100.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Ben will contact property owner to set up meeting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 11/21/2024 |                      | 6/30/2025 |
| Property Maintenance Code Violations                                    |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |            |                      |           |
| Kilner - Unsafe structure                                               | Darrin Hobbs & Jacob Hansen           | Judge Bosch found Kilner in contempt.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Planning Compliance Specialist to take weekly photos of site. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384:<br>Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement.<br>Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases.<br>Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property. Arraignment set for April 14, 2025.Walk thru of the property with new attorney set for June 6, 2025. Next appearance set for July 7 @ 9am.  | 8/18/2016  |                      | 10/3/2025 |
| Zoning Violations                                                       |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |            |                      |           |
| Doyle - Illegal mobile home storage (Mobile Gardens) Violation #10-0050 | Darrin Hobbs/Jacob Hansen             | Staff met with Charlotte Doyle on 8.31.2021. Staff inspected septic on July 25, 2022. Septic surfacing. Met with property owner regarding Lot 17. Home is not occupied. Replat property and comply with zoning regulations. Replace septic system. Home is unoccupied. Sent a letter on April 12, 2023 requesting they call to set up appointment. Meeting scheduled for May 11, 2023. Met with property owner. She is trying to sell to neighbor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | This property has changed ownership. The new owner is working in purchasing some adjacent lots from the Doyles so they can bring this into compliance.5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384:<br>Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement.<br>Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases.<br>Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property. Status Hearing set for April 7, 2025.                                                                                                        | 12/17/2010 | 4/17/2012            | 10/3/2025 |
| Doyle - Illegal salvage at residence Violation #05-0007                 | Darrin Hobbs/Jacob Hansen             | Counsel and staff conducted site visits on 6/25/18 and 7/20/18. Mr. Doyle removed 600 tires and 3 mobile homes. March 19, 2021 conference with Mr. Doyle. He agreed to remove vehicles from the property. Set site visit for May 4, 2021. Mr. Doyle has moved about 90% of the tires and multiple vehicles to a staging area across from his residence for a salvage company to pick up, and will continue with this method. Next site visit 08/11/2021. Staff met with Charlotte Doyle on 08/31/2021. 6/15/2023 Staff and Counsel meet with Charlotte to come up with a plan on removing vehicles and mobile homes from the property. 7/13/2023 Darrin met with Charlotte to talk about the plan and also to review pictures provided of things needing remove. Darrin will be visiting the property 7/18/2023 to view first hand. There were more vehicles than originally thought and so numbers were revised accordingly. If they fail to meet any deadlines an injunction will be filed. The Doyles have removed some vehicles. They are currently about 3 vehicles behind schedule. Working to get them back on track. Darrin is going to go out in early January to see if they have gotten back on track. The petition asking for an injunction has been filed and the Doyles have hired counsel. Met with their attorney and he is going to meet with Charlottee about getting back on track. 5/7/24 Darrin met with Charlotte. | 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384:<br>Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement.<br>Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases.<br>Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property. Status Hearing set for April 7, 2025.                                                                                                                                                                                                                                                              | 4/15/2013  | 9/14/2023            | 10/3/2025 |
| Kilner - Unsafe structure                                               | Darrin Hobbs & Jacob Hansen           | Judge Bosch found Kilner in contempt.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Planning Compliance Specialist to take weekly photos of site. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384:<br>Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement.<br>Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases.<br>Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property. Arraignment set for April 14, 2025. Walk thru of the property with new attorney set for June 6, 2025. Next appearance set for July 7 @ 9am. | 8/18/2016  |                      | 10/3/2025 |

Attachment: 6 - June Staff Update to BOCC (15898 : Staff Update)

| Projects                                                                           | Staff                       | Status                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Start Date | Request to Prosecute | Deadline  |
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| 20-0063 - Satterlee: Inoperable vehicles and campers                               | Darrin Hobbs                | Determined to be a violation. Notification letter sent. The Notification letter was resent by me for a fresh start to make contact with the property owner. Contacted property owner on what still needs to be removed and provided an aerial map. I sent another letter to the property owner on 6/15/2022, stating that this will be turned over to legal if no progress is made. Process has been restarted due to senate bill. Items are being removed by the person buying the property from Satterlee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Property should be sold to new property owner by end of April 2025. Darrin is making site visit 5-28-25.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 9/27/2021  |                      | 6/30/2025 |
| 20-0090 Fishgill LLC - Illegal auto repair and salvage operation 1312 Pillsbury Dr | Darrin Hobbs                | Inspection completed and sent notification letter to property owner. Property owner wants an extension to remove tenant. Vehicles being removed. Sent notice of violation. No response.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Send notification letter. Working with legal on violation. Darrin will do a site inspection to determine if is auto repair which is allowed in C-2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 12/22/2020 |                      | 6/30/2025 |
| 23-007-CE Jones - 3981 Zeandale Rd                                                 | Darrin Hobbs & Jaob Hansen  | Inspection conducted on 3/9/23 and confirmed someone is living a camper. Sent notification letter. No response from property owner, sent notice of violation and final notice of violation. Conducted final site inspection on 4/24/23 and someone is still living in camper.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Sent to Counselor's office to prosecute. Court system is down. Still need to contact RCPD. Trailer has been moved but appears to be occupied. Darrin is going to reach out to RCPD about accompanying him to check if it is occupied and then we can file an injunction in court if it still is. Darrin has not made contact to confirm if it is occupied. P&D went out and it appears there may be someone living there still but we don't have enough evidence at this point to move forward with enforcement from the Counselor. Need to contact RCPD still.Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384:<br>Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement.<br>Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases.<br>Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property. Arraignment set for April 14, 2025.Arraignment rescheduled for July 2, 2025 via Zoom. | 3/16/2023  | 5/15/2023            | 10/3/2025 |
| 23-015-CE Miller - 1382 Pillsbury Dr                                               | Darrin Hobbs & Jacob Hansen | Friendly letter sent 9/28/23. 10/13/2023 friend of property owner can into office and met with Darrin & Shelly Woodard. It was recommended that property owner set up time speak with us. Notice of Violation sent 10/23/23. Meeting with property owner was scheduled for 11/15/2023. Property owner called 11/15/2023 will be meeting with an attorney 11/16/2023. Final Notice of Violation sent 11/15/2023. Meet with property owner 12/1/2023. Working with legal on violation. Mr. Miller sent an application to the state to operate a salvage yard. That was denied. The state also revoked his dealer license. A notice of violation has been sent. We met with Mr. Miller on 12/1/23. He has agreed to start removing cars and work with Darrin. He is going to remove 30 cars per month and if he falls behind we will file a petition with the court. Darrin is working with Mr. Miller to go out and check on progress. They are aiming for the week of 1/29. Mr. Miller made good progress in December but has not made additional progress.                              | The property is now up for sale. Next step is likely to file an enforcement action with the Court. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384:<br>Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement.<br>Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases.<br>Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property. Next appearance set for June 16.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 9/28/2023  |                      | 10/3/2025 |
| 23-016-CE Miller - 1420 Pillsbury Dr                                               | Darrin Hobbs & Jacob Hansen | Friendly letter sent 9/28/23. 10/13/2023 friend of property owner can into office and met with Darrin & Shelly Woodard. It was recommended that property owner set up time speak with us. Notice of Violation sent 10/23/23. Meeting with property owner was scheduled for 11/15/2023. Property owner called 11/15/2023 will be meeting with an attorney 11/16/2023. Final Notice of Violation sent 11/15/2023. Meet with property owner 12/1/2023. Working with legal on violation. Mr. Miller sent an application to the state to operate a salvage yard. That was denied. The state also revoked his dealer license. A notice of violation has been sent. We met with Mr. Miller on 12/1/23. He has agreed to start removing cars and work with Darrin. He is going to remove 30 cars per month and if he falls behind we will file a petition with the court. Darrin is working with Mr. Miller to go out and check on progress. They are aiming for the week of 1/29. Miller made good progress in December but has not made additional progress. The property is now up for sale. | Next step is likely to file an enforcement action with the Court. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384:<br>Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement.<br>Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases.<br>Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property. Arraignment set for April 14, 2025. Defendant's attorney requested a jury trial. Next appearance set for June 16.                                                                                                                                                                                                                                                                                                                                                                                                                                              | 9/28/2023  |                      | 10/3/2025 |
| Sanitary Code Violations                                                           |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                      |           |
| 25-004-CES Coberly - 6660 N 52nd St. (Corrected By Owner)                          | Ben Hamill                  | Failed Septic System. Additional maintenance requirements for Septic System. Tank is no longer structurally sound.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 5/16/2025- Received Major Wastewater System Repair Application on 5/15/2025 for a failed system we received a pumping report for on 10/25/2024. Refer to 25-020-MRWW for documentation for Major Repair. This has now been corrected by owner. No further steps in violation will be taken.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 3/5/2025   |                      | 5/16/2025 |
| 25-005-CES Born - 1318 Lafayette Dr                                                | Ben Hamill                  | Failed to complete 2024 Alternative System inspection. Notice of Violation Letter sent 3-13-25, no response. Final Notice of Violation Letter sent 3-25-25, no response. Next step in violation will be Request To Prosecute. Request To Prosecute will be on 4-4-25. Met with Property Owner for a Director's Resolution Meeting. We will not proceed in violation until after meeting this week on 4-9-25.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Meeting with legal to determine next steps.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 3/13/2025  |                      | 6/30/2025 |
| 25-015-CES 2M Restoration Inc. - 4906 Lakewood Dr                                  | Ben Hamill                  | Alternative Private Wastewater Disposal System was subject to an annual inspection for 2024. Property failed to complete the Alternative Wastewater System annual inspection for 2024.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Notice of Violation Letter was mailed to Property Owner on 5-6-25 via Certified Mail. Received call from property owner named Jeri Meyer on 5-12-25. He stated that he called a month ago to speak with Ben & never heard back. Now he has received his 2nd letter, via certified mail. Ben spoke with Property Owner & discovered that nobody is living at the property. It is being flipped as a home improvement project, & there is no water to the property. Ben stated that we will leave this violation in it's current status, & we will not proceed until further notice. Setting reminder for 6-30-25 to follow up & see if any changes have been made.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 5/6/2025   |                      | 6/30/2025 |
| 25-016-CES Eder - 2613 Rogers Blvd                                                 | Ben Hamill                  | Failed Septic System. Additional maintenance requirements for Septic System. Tank is no longer structurally sound. Report 25-100-PIR for reference. Sent Notice Of Violation Letter on 5-8-25 via Certified Mail along with hard copy of failed pumping report to property owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Next step in Violation will be abated on 5-18-25 if no response is given by property owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 4/29/2025  |                      | 6/30/2025 |
| 25-017-CES Eder - 2613 Rogers Blvd                                                 | Ben Hamill                  | Failed Septic System. Additional maintenance requirements for Septic System. Tank is no longer structurally sound. Friendly Letter sent 4-29-2025. Refer to Failed Pumping Report 25-101-PIR for reference. Sent Notice Of Violation Letter on 5-8-25 via Certified Mail along with hard copy of failed pumping report to property owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Next step in Violation will be abated on 5-18-25 if no response is given by property owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 4/29/2025  |                      | 6/30/2025 |

Attachment: 6 - June Staff Update to BOCC (15898 : Staff Update)

| Projects                                   | Staff      | Status                                                                                                                                                                                                                                                                                                                    | Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Start Date | Request to Prosecute | Deadline   |
|--------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|------------|
| 25-019-CES McQuade - 4959 Cattle Dr        | Ben Hamill | Failed Septic System. Refer to failed pumping report 25-103-PIR for reference. Sent Friendly Letter on 4-29-25.                                                                                                                                                                                                           | Property Owner contacted Ben Hamill on 5-5-25. Ben responded to the Property Owner, giving them a month from 5-5-25 to gather bids and submit a wastewater repair permit to our office. Ben emailed the Property Owner a Repair Application to fill out. We will follow up if Property Owner does not comply within a month from now on 6-6-25.                                                                                                                                                                                          | 5/5/2025   |                      | 6/6/2025   |
| Failed Pumping Reports                     |            |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |                      |            |
| 25-054-PIR & 25-060-PIR- 6006 Anderson Ave | Ben Hamill | Received 2 failed Pumping Reports on 3-11-25. System is failed & tank needs repaired. Received LEPP Grant Application on 4-9-25. Potentially eligible for up to 75% assistance, decision will be made 5-5-25.                                                                                                             | Soil Profile Application 25-011-OSPE was received on 4-10-25. Major Wastewater Repair Application 25-009-MRWW was received on 4-10-25. Applicant needs to pay Application Fee. Ben said he will get payment next week.                                                                                                                                                                                                                                                                                                                   | 3/11/2025  |                      | 5/5/2025   |
| 25-098-PIR- 3107 Freeman Cir               | Ben Hamill | Received failed Pumping Report on 4-7-25. Side walls are separating. Tank was half full upon arrival. Refer to violations case 25-018-CES Knight for reference. Ben said to create violation, but do not move forward with steps in violation.                                                                            | 4-24-2025- Emailed Cat Cans & cc'd Ben to check status of this failed system. I will attach email thread of correspondence with Cat Cans in "Attached Docs" and "Admin Notes" for reference to communication regarding this case.                                                                                                                                                                                                                                                                                                        | 4/7/2025   |                      | 5/31/2025  |
| 25-123-PIR - 2417 Brookfield Dr            | Ben Hamill | Received failed Pumping Report on 4-28-25. Tank has cracks in walls. Liquid level in septic system had leaked out.                                                                                                                                                                                                        | 4-29-25. Emailed Cat Cans & cc'd Ben to check status of this failed system. I will attach email thread of correspondence with Cat Cans in "Attached Docs" and "Admin Notes" for reference to communication regarding this case. Cat Cans emailed on 5-12-25 & stated that this has been repaired. Moving status to corrected by owner. No further steps are needed.                                                                                                                                                                      | 4/29/2025  |                      | 5/12/2025  |
| 25-132-PIR - 2625 Marque Hill              | Ben Hamill | Received failed Pumping Report on 5-5-25. Inlet tee needs put on.                                                                                                                                                                                                                                                         | Received failed Pumping Report today 5-5-25. Received minor repair application from Cat Cans on 5-12-25. Refer to 25-018-MRWW for documentation. This has been corrected by owner.                                                                                                                                                                                                                                                                                                                                                       | 5/5/2025   |                      | 5/12/2025  |
| 25-100-PIR- 2613 Rogers Blvd               | Ben Hamill | Received failed Pumping Report on 4-7-25. This property has 3 tanks on it. This report is for Tank 2 behind the duplex. Tank needs repairs. Created Friendly Letter 25-016-CES Eder on 4-29-25. Sent Notice of Violation Letter on 5-8-25, next step will be abated on 5-18-25 if no response is given by property owner. | 4-24-2025- Emailed Cat Cans & cc'd Ben to check status of this failed system. I will attach email thread of correspondence with Cat Cans in "Attached Docs" and "Admin Notes" for reference to communication regarding this case. Created Friendly Letter 25-016-CES Eder on 4-29-25. Sent Notice of Violation Letter on 5-8-25, next step will be abated on 5-18-25 if no response is given by property owner.                                                                                                                          | 4/7/2025   |                      | 5/31//2025 |
| 25-101-PIR- 2613 Rogers Blvd               | Ben Hamill | Received failed Pumping Report on 4-7-25. This property has 3 tanks on it. This report is for Tank 3 behind the duplex. Tank needs repairs. Created Friendly Lettter 25-017-CES Eder on 4-29-25.Sent Notice of Violation Letter on 5-8-25, next step will be abated on 5-18-25 if no response is given by property owner. | 4-24-2025- Emailed Cat Cans & cc'd Ben to check status of this failed system. I will attach email thread of correspondence with Cat Cans in "Attached Docs" and "Admin Notes" for reference to communication regarding this case. Created Friendly Lettter 25-017-CES Eder on 4-29-25.Sent Notice of Violation Letter on 5-8-25, next step will be abated on 5-18-25 if no                                                                                                                                                               | 4/7/2025   |                      | 5/31/2025  |
| 25-103-PIR- 4959 Cattle Dr                 | Ben Hamill | Received failed Pumping Report on 4-10-25. Tank is starting to buckle. Sent Friendly Letter on 4-29-25. Refer to case 25-019-CES for record of Violation.                                                                                                                                                                 | Property Owner contacted Ben Hamill on 5-5-25. Ben responded to the Property Owner, giving them a month from 5-5-25 to gather bids and submit a wastewater repair permit to our office. Ben emailed the Property Owner a Repair Application to fill out. We will follow up if Property Owner does not comply within a month from now on 6-6-25.                                                                                                                                                                                          | 4/10/2025  |                      | 6/6/2025   |
| 25-124-PIR - 4480 Tuttle Creek Blvd        | Ben Hamill | Received failed Pumping Report on 4-28-25. Inlet lid needs replaced. Not water tight & liquid level is above tees in riser.                                                                                                                                                                                               | 4-29-25. Emailed Cat Cans & cc'd Ben to check status of this failed system. I will attach email thread of correspondence with Cat Cans in "Attached Docs" and "Admin Notes" for reference to communication regarding this case. 2 week follow up will proceed on 5-13-25. Sent follow up email to Cat Cans on 5-12-25 & cc'd Ben. Cat Cans responded stating they have no response from quote they sent to property owner. 2 week grace period will end on 5-30-25. If no response is received on 5-30-25, Friendly Letter will proceed. | 4/29/2025  |                      | 6/30/2025  |
| 25-135-PIR - 1901 Pillsbury Dr             | Ben Hamill | Received failed Pumping Report on 5-7-25. Field is saturated or starting to fail.                                                                                                                                                                                                                                         | Received failed Pumping Report today 5-7-25. Waiting to contact Cat Cans to give them time to have the opportunity to get with the Property Owner. I will contact Cat Cans to see if they have made contact with Property Owner in a few days from now. 5-12-25, made Outlook Email calendar reminder to follow up on failed pumping report on 5-19-25.                                                                                                                                                                                  | 5/7/2025   |                      | 6/30/2025  |

Attachment: 6 - June Staff Update to BOCC (15898 : Staff Update)



**PLANNING &  
DEVELOPMENT**  
*Travel Request*

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

## COMMISSION AGENDA REPORT

---

**FROM:** Amanda Webb, Planning Director

**MEETING:** June 5, 2025

**SUBJECT:** Out of State Travel Request - Installation Innovation conference

**PRESENTER:** Amanda Webb, Planning Director

---

### DISCUSSION

I am requesting to attend the Installation Innovation 2025 annual conference in Monterey, California. The conference dates are Monday, October 27 - Wednesday, October 29. I would arrive on Sunday, October 26 and depart on Wednesday, October 29.

For reasons to attend, please see attached email from Janna Williams, Flint Hills Regional Council, and attached information from the Installation Innovation website.

### FISCAL IMPACT

The cost to attend this conference is maximum \$2,784. This will be covered by the Planning & Development budget.

### POSSIBLE MOTION(S)

Move to approve the Out of State travel request to the Installation Innovation 2025 annual conference for the Planning Director.

#### Enclosures:

- Announcement email (PDF)
- Installation Innovation 2025 background (PDF)

- Out of state travel request - Installation Innovation(PDF)

**Amanda Webb**

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**From:** Janna Williams · g>  
**Sent:** Tuesday, May 20, 2025 11:45 AM  
**To:** i  
**Cc:** i  
**Subject:** Registration Now Open – 2025 Installation Innovation Forum  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning,

I'm pleased to share that registration is now open for the Association of Defense Communities' 2025 **Installation Innovation Forum**, taking place in Monterey, CA, from **October 27–29**. This is the nation's only joint-service event focused on installation management, community partnership, and the collective pursuit of strengthening the foundation of our military readiness. More details on registration, agenda, and hotel can be found here: <https://installationinnovation.org>.

Through the Flint Hills Regional Council's ADC membership, we're able to offer a **discounted group registration rate of \$445**, compared to the standard non-member rate of \$945. We currently have **five spots remaining** at this discounted rate.

Last year, we had strong regional representation, including seven local participants as well as Colonel Nunziatto and the Fort Riley Garrison staff. It was a great opportunity to showcase the region, and we hope to have even broader community participation this year.

This forum features sessions on current OLDCC funding opportunities, DOD initiatives, and includes participation from all military branches, DOD personnel, contractors, regional councils, economic development organizations, and elected officials from military communities nationwide. It truly is a gathering built **for Defense Communities**.

We strongly encourage you to consider attending—this event is incredibly valuable for our region and the partnerships we continue to build.

Best regards,  
**Janna**

**JANNA L. WILLIAMS**  
**| REGIONAL PLANNER**  
**FLINT HILLS REGIONAL COUNCIL**

PO BOX 514, OGDEN, KANSAS 66517-0514 |  
 PHONE 785.203.6086

Attachment: Announcement email (15903 : Out of State Travel Request)

Installation Innovation 2025  
October 27-29  
Monterey, CA

From the conference website ([www.installationinnovation.org](http://www.installationinnovation.org))

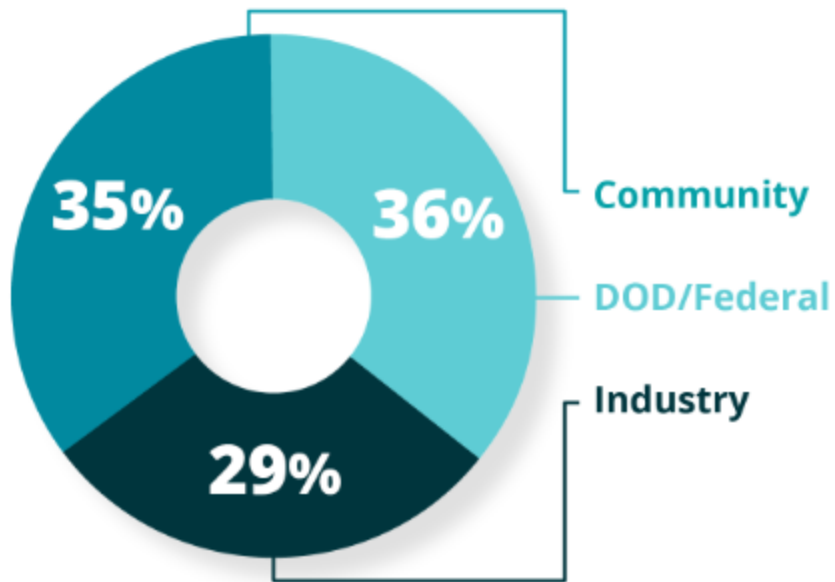
## MISSION FIRST: ADVANCING EFFICIENCY AND READINESS

Our national defense is entering a time of significant change—facing new global threats and an urgent focus on readiness and efficiency. At the heart of this effort are our military installations and the communities that support them. Strong partnerships between base and community help drive innovation, streamline operations, and keep our forces prepared. In 2025, we'll gather in Monterey, California—the birthplace of community-military collaboration—to meet this moment with fresh thinking, bold ideas, and a shared commitment to keeping the mission strong and being ready for what's next. Join us for IIF 2025, the nation's only joint-service event focused on installation management, community partnership, and the collective pursuit of strengthening the foundation of our military readiness.

## WHY ATTEND?

- Professional development opportunities with hundreds of installation leaders representing all services
- Network with community, installation, and industry leaders from across the country
- Over 75 sessions, facilitated meetings and networking events

## WHO ATTENDS?



- Over 1,000 attendees representing over 200 defense communities and 150 installations from across the country
- Military leaders from all service branches at both the installation and national level, including IMCOM, CNIC, AFCEC, MCICOM, AFIMSC, NAVFAC and many others
- Community leaders committed to supporting installation missions and military families
- Defense industry partners with a vested interest in quality of life

# RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

**NAME:** Amanda Webb **DEPARTMENT:** Planning & Development

**POSITION TITLE:** Planning Director **DATE REQUESTED** October 27-29

**FUND:** \_\_\_\_\_

**Travel From:** MHK **Date:** October 26, 2025

**Travel To:** Monterrey, CA **Date:** October 29, 2025

**Purpose of Travel:** Attend the Installation Innovation 2025 conference.

**Mode of Travel:** Common Carrier ☒ Riley County Vehicle ☐ Privately Owned Vehicle ☐

☒ Administratively determined to be to the advantage of Riley County

☐ Not to exceed the cost of common carrier including food and lodging  
Mileage rate of \_\_\_\_\_

## ESTIMATED COST:

| Type of Expense   | Description                                  | Amount |
|-------------------|----------------------------------------------|--------|
| Transportation    | Flight from MHK to SJC/MRY                   | \$950  |
| Lodging           | Hotel 3 nights                               | \$950  |
| Meals             | 3 breakfast, 3 lunch, 3 dinner               | \$189  |
| Registration/Fees | Discounted group registration rate (w/ FHRC) | \$445  |
| Other             | Rental car                                   | \$250  |

**Total Estimated Travel Costs:** \$2784

**Requested by:** Amanda Webb **Date:** 10/3/2025

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Department Head:** Amanda Webb **Date:** 10/3/2025

**Chair:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Board of County Commissioners**

**Attest:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Riley County Clerk**

**cc: Department Head**  
**Department Assistant**



**COUNTY  
COUNSELOR/ADMINISTRATIVE SERVICES**  
*Public Notice*

**Jacob Hansen**  
Interim County Counselor  
115 North 4th Street  
Manhattan, KS 66502  
Phone: 785-565-6844

## COMMISSION AGENDA REPORT

---

**FROM:** Jacob Hansen, Interim Riley County Counselor

**MEETING:** June 5, 2025

**SUBJECT:** Notice of Public Hearing on Petition to Create Peterson Ranch Street Benefit District

**PRESENTER:** Jacob Hansen, Interim Riley County Counselor

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### **BACKGROUND:**

The Resolution to create the benefit district was signed on April 28, 2025, published in the Manhattan Mercury on May 8, 2025 and mailed to each property owner within the district via Certified Mail. The period to protest ended on May 28, 2025. Internal policies request that publication and notification happens prior to the public hearing and in which this Board decided on May 22, 2025, to do this portion of the process again to stay consistent with policy.

### **DISCUSSION:**

As per Riley County policy, a public hearing must be held to give the residents of the district an opportunity object or ask questions directly to the Board of County Commissioners. The date of this hearing is scheduled for June 26, 2025 at 10:25 am. Once signed, this Notice will be published in the newspaper and mailed to each property owner within the District.

### **FISCAL IMPACT:**

None.

### **RECOMMENDATION(S)**

I recommend the chairman of the Board sign the Notice of Hearing for Creation of Peterson Ranch Street Benefit District.

### **POSSIBLE MOTION(S)**

- a. "I approve the Notice as written."

b. “I approve the Notice after the following changes have been made...”

**Enclosures:**

- Notice of Public Hearing for Creation of Benefit District (PDF)

**NOTICE OF HEARING FOR CREATION OF  
PETERSON RANCH STREET BENEFIT DISTRICT**

You are hereby notified that the Board of County Commissioners of Riley County, Kansas, will hold a public hearing at 115 N. 4th St., 1<sup>st</sup> Floor, Riley County, Kansas, on Thursday, June 26, 2025, at 10:25 A.M., for the purpose of receiving and hearing any and all comments, complaints and objections to the creation and proposed special assessments of the Peterson Ranch Street Benefit District in Riley County, Kansas, (the “District”) and the construction of certain improvements. It is the intent of the Board of County Commissioners to create the District, authorize and construct the improvements and levy special assessments in the District to pay the costs of the improvements as described in Resolution No. 042824-17.

Any interested person may present oral or written testimony before the board regarding the petition and the requests made in the petition.

**BOARD OF COMMISSIONERS  
OF RILEY COUNTY, KANSAS**

\_\_\_\_\_  
Greg McKinley, Chair

**ATTEST:**

\_\_\_\_\_  
Rich Vargo, County Clerk

(seal)

Attachment: Notice of Public Hearing for Creation of Benefit District (15900 : Notice of Public Hearing)



**COUNTY  
COUNSELOR/ADMINISTRATIVE SERVICES**  
*Policy*

**Jacob Hansen**  
Interim County Counselor  
115 North 4th Street  
Manhattan, KS 66502  
Phone: 785-565-6844

## COMMISSION AGENDA REPORT

---

**FROM:** Jacob Hansen, Interim County Counselor

**MEETING:** June 5, 2025

**SUBJECT:** Tax Abatement Resolution Regarding K.S.A. § 79-1613

**PRESENTER:** Jacob Hansen, Interim County Counselor

---

### **BACKGROUND**

K.S.A. 79-1613 is a statute implemented in 2013 and has since been modified as recently as 2022 which allows the County to consider tax abatement for property owners whose homes were destroyed or substantially destroyed by a natural disaster.

### **DISCUSSION**

As noted in the accompanying Resolution, Riley County has approximately 40% of the appraised valuation exempt from taxation. It immediately follows that any exemption of taxes regarding property taxes would result in budgetary restraints for the County which would otherwise be allowable under K.S.A. 79-1613. This statute is classified as a permissive statute in which means the Legislature is allowing the County to utilize this tool rather than requiring the County to. The Legislature likely understanding that property tax abatement is a county-by-county issue.

This Resolution allows the County to abstain from the process outlined in K.S.A. 79-1613 by finding that any abatement of taxes will cause budgetary restraints.

### **FISCAL IMPACT**

The adoption of this resolution will save the County from hours worked by employees presenting applications made under K.S.A. 79-1613.

**RECOMMENDATION(S)**

I recommend the Board approve the Resolution.

**POSSIBLE MOTION(S)**

- A. "I move the Board approve the resolution as presented"
- B. "I move the Board approve the resolution presented, but with the following changes..."
- C. "I move the Board not approve the resolution."

**Enclosures:**

- Resolution Adopting a Tax Abatement Policy Concerning K.S.A. 79-1613 (DOC)

**RESOLUTION NO. 060525-****A RESOLUTION ADOPTING A TAX ABATEMENT  
POLICY CONCERNING K.S.A. 79-1613**

**WHEREAS**, K.S.A. 19-101 fourth authorizes the Board of Commissioners of Riley County, Kansas to make all contracts and do all other acts in relation to the property and concerns of the County. K.S.A. 19-101a authorizes the BOCC, to transact all county business and perform all powers of local legislation and administration it deems appropriate, K.S.A. 19-212 sixth authorizes the BOCC to represent the County and have the care of the County property, and the management of the business and concerns of the County, in all cases where no other provision is made by law; and

**WHEREAS**, K.S.A. 79-1613 provides that an owner of any homestead, building or improvement listed and assessed for property taxation purposes as real property that was destroyed or substantially destroyed may make application to the BOCC for the abatement of property taxes levied upon such homestead, building or improvement; and

**WHEREAS**, K.S.A. 79-1613(d) requires that subject to budgetary restraints of the county or taxing subdivision, the BOCC shall inquire and make certain findings regarding the application for abatement of property taxes under K.S.A. 79-1613 and may issue an order so providing.

**WHEREAS**, Riley County has approximately 40% of the appraised valuation of property exempt from taxation.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSONERS  
OF RILEY COUNTY, KANSAS,**

**Section 1.** The Board of Commissioners of Riley County, Kansas finds that any abatement of taxes made under K.S.A. 79-1613 will cause budgetary restraints to the County and its taxpayers and therefore any current and future applications for abatement are forthwith denied until this Resolution is repealed.

**ADOPTED** this 5th day of June, 2025.

**BOARD OF COUNTY COMMISSIONERS  
OF RILEY COUNTY, KANSAS**

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Greg McKinley, Chairman

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Kathryn Focke, Vice Chairwoman

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John Ford, Member

ATTEST:

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Rich Vargo, Riley County Clerk

(seal)

Attachment: Resolution Adopting a Tax Abatement Policy Concerning K.S.A. 79-1613 (15878 : Tax Abatement Resolution)



**COUNTY CLERK & ELECTIONS**  
*Budget*

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

## MEMORANDUM

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**FROM:** Brittany Phillips, Budget & Finance Officer

**MEETING:** June 5, 2025

**SUBJECT:** 2026 Riley County Counselor Budget Request

**PRESENTER:** Jacob Hansen, County Counselor

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Enclosures:

- 2026 Budget Memo - Updated 05.21.2025 (DOCX)
- 2026 Counselor Budget - updated 05.21.2025 (XLSX)



COUNTY COUNSELOR

DEPARTMENT OF ADMINISTRATIVE SERVICES

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## MEMORANDUM

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**TO:** Board of County Commissioners

**FROM:** Bryant Parker, Riley County Counselor

**DATE:** June 5, 2025

**SUBJECT:** Department of Administrative Services 2026 Budget Request

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Dear Commissioners:

This is my analysis of this department's budget request for 2026.

My total **2026** budget request for “contractual services, commodities and capital outlay” (the “three C’s”) is **\$31,184**. We have shifted some spending from one line item to another, and reduced the Legal Services line item significantly due to the removal of the Appraiser’s Office’s legal fees from our budget. My **2026** proposed budget is intended to meet the projected actual **2026** needs of this department. There are no state functions this office provides which might be legitimately referred to the state for action. My factual analysis of the reasons supporting my request follows.

### LINE ITEMS WITH INCREASES

Within this department’s proposed **2026** budget there are three (3) line items with an increase from our approved **2025** budget:

- **Line 2520 – “Lodging”**

Reason: I’ve proposed a \$500 increase in this line item. We budgeted \$700 for this budget line in **2025**. This increase is due to the increased cost of hotel rooms. Our office typically only uses this line item for the KAC Conference in the fall, but may need to use it to attend CLEs as well in 2026.

- **Line 2540 – “Meals”**

Reason: I am asking that we increase our budget for meals to \$1,040. Jake and I have been attending both the Policy Breakfast and the Intergovernmental Lunch every month.

- **Line 2560 - “Training & Registrations (CLE’s)”**

Reason: I’ve proposed a \$1,300 increase in this line item over the 2025 budgeted amount because both the new attorney and I will need to both attend CLE’s as required to maintain our law licenses. I would also like to have enough money in the budget to allow for office staff to attend training if they see something that would benefit the smooth operation of the office.

- **Line 4050 - “Technology Hardware”**

Reason: We have a large screen TV in our conference room and computer that may need an upgrade in 2026.

#### **ADDITION OF A LINE ITEM TO BUDGETED AMOUNTS FOR 2026**

- **Line 2990 – “Other Contractual Services”**

Reason: I’ve proposed adding \$540 for this line item for **2026**. We have been purging records held since 2014 and are currently having them disposed of securely by UV&S. We will continue to purge old files, so we will need to continue to use UV&S for secure disposal.

#### **LINE ITEMS WITH RECOMMENDED DECREASES FROM THEIR BUDGETED 2025 AMOUNTS**

- **Line 2200 – “Office Equipment Rental”**

Reason: I propose reducing the **2025** budgeted amount of \$6,500 to \$6,000 in **2026**. This item has decreased due to our effort to go paperless in the office, saving on both printing costs and paper.

- **Line 2275 – “Records Preservation”**

Reason: I propose eliminating the **2025** budgeted amount of \$430 in **2026**. Again, due to the effort of our office going paperless and purging old records, we will no longer store files at UV&S. Our plan is to purge files according to the KS Historical Society records retention schedule, which will reduce our storage needs and allow our office to keep all files in the office.

- **Line 2510 – “Mileage/Tolls/Parking/Rental”**

Reason: I propose reducing the **2025** budgeted amount of \$250 to \$100 in **2026**. Our office does not often use this line item. I anticipate that it will only be used to attend the KAC Conference in the fall this year.

- **Line 2640 – “Legal Services”**

Reason: I propose reducing the **2025** budgeted amount of \$27,525 to \$2,000.00. In previous years our office paid the invoices for the Appraiser’s Office BOTA legal counsel. That responsibility has been transferred to the Appraiser’s office, but I would prefer to not eliminate this line item completely.

### **CONCLUSION**

As submitted, I believe this request for **2026** will provide this department with the resources necessary to carry out its mission consistent with this Board’s budgetary goals.

**Riley County, Kansas**  
**2026 Budget**  
**Administrative Services Department**  
**001-004**

|      | PERSONNEL                              | 2024              | 2025              | 2026              |
|------|----------------------------------------|-------------------|-------------------|-------------------|
|      | Position Title - Full Time             | <u>ACTUAL</u>     | <u>BUDGET</u>     | <u>BUDGET</u>     |
|      | Counselor                              | 1.00              | 1.00              | 1.00              |
|      | Assistant Counselor                    | 2.00              | 1.00              | 1.00              |
|      | Office Manager-Co Counselor            | 1.00              | 1.00              | 1.00              |
|      | Senior Legal Assistant                 | 1.00              | 1.00              | 1.00              |
|      | <b>TOTAL NUMBER OF EMPLOYEES</b>       | <b>5.00</b>       | <b>4.00</b>       | <b>4.00</b>       |
|      | <b>EXPENDITURES</b>                    |                   |                   |                   |
|      | <b>PERSONNEL SERVICES</b>              |                   |                   |                   |
| 1001 | Salaries (Full Time)                   | \$ 529,352        | \$ 495,228        | \$ 482,824        |
| 1005 | Overtime                               | -                 | 1,031             | 1,067             |
| 1504 | FICA                                   | 36,874            | 37,964            | 37,018            |
| 1506 | Health Insurance                       | 64,133            | 104,413           | 102,246           |
| 1508 | KPERS Retirement                       | 54,328            | 53,149            | 51,244            |
| 1510 | State Unemployment Tax                 | 490               | 498               | 629               |
|      | <b>TOTAL PERSONNEL SERVICES</b>        | <b>\$ 685,178</b> | <b>\$ 692,283</b> | <b>\$ 675,028</b> |
|      |                                        |                   |                   |                   |
|      | <b>CONTRACTUAL SERVICES</b>            |                   |                   |                   |
| 2010 | Postage/Freight/Shipping               | \$ 1,006          | \$ 1,500          | \$ 1,500          |
| 2030 | Cellular Phone Services                | 1,690             | 1,560             | 1,560             |
| 2040 | Internet Access                        | -                 |                   |                   |
| 2080 | Printing/Duplication Services          | -                 |                   |                   |
| 2110 | Advertising & Legal Publications       | 1,221             | 500               | 500               |
| 2200 | Office Equipment Rental                | 7,210             | 6,500             | 6,000             |
| 2275 | Records Preservation                   | 828               | 430               |                   |
| 2300 | Tax Payment                            | -                 |                   |                   |
| 2420 | Repair/Maintain Other Office Equipment | -                 |                   |                   |
| 2430 | Computer Software Maintenance/Support  | -                 |                   |                   |
| 2510 | Mileage/Tolls/Parking/Rental           | 354               | 250               | 100               |
| 2520 | Lodging                                | 746               | 700               | 1,200             |
| 2540 | Meals                                  | 744               | 800               | 1,040             |

Attachment: 2026 Counselor Budget - updated 05.21.2025 (15880 : 2026 Riley County Counselor Budget Request)

|      |                                          |                   |                   |                   |
|------|------------------------------------------|-------------------|-------------------|-------------------|
| 2550 | Dues & Memberships                       | 1,230             | 1,200             | 1,200             |
| 2560 | Training & Registrations (CLE's)         | 2,421             | 1,200             | 2,500             |
| 2570 | Subscriptions                            | 9,235             | 8,244             | 8,244             |
| 2615 | Recording Fees                           | 182               | 300               | 300               |
| 2620 | Court Costs                              | -                 | -                 |                   |
| 2640 | Legal Services                           | 24,032            | 27,525            | 2,000             |
| 2700 | Bonding Services                         | -                 |                   |                   |
| 2710 | Transcripts                              | -                 | 500               | 500               |
| 2720 | Witness Fees                             | -                 | 250               | 250               |
| 2760 | Consultant Fees                          | -                 | 250               | 250               |
| 2765 | Contract Fees                            | -                 |                   |                   |
| 2990 | Other Contract Services                  | 170               | -                 | 540               |
|      | <b>TOTAL CONTRACTUAL SERVICES</b>        | <b>\$ 51,069</b>  | <b>\$ 51,709</b>  | <b>\$ 27,684</b>  |
|      |                                          |                   |                   |                   |
|      | <b>COMMODITIES</b>                       |                   |                   |                   |
| 3010 | Office Supplies                          | \$ 2,370          | \$ 1,000          | \$ 1,000          |
| 3020 | Books & Publications                     | -                 | 300               | 300               |
| 3040 | Clothing                                 | -                 |                   |                   |
| 3080 | Fuel & Lubricants                        | -                 |                   |                   |
| 3135 | Furniture < \$100                        | -                 |                   |                   |
| 3990 | Other Supplies/Materials                 | 155               |                   |                   |
|      | <b>TOTAL COMMODITIES</b>                 | <b>\$ 2,526</b>   | <b>\$ 1,300</b>   | <b>\$ 1,300</b>   |
|      |                                          |                   |                   |                   |
|      | <b>CAPITAL OUTLAY</b>                    |                   |                   |                   |
| 4010 | Office Equipment                         | \$ -              |                   |                   |
| 4030 | Telecommunications Equipment             | -                 |                   |                   |
| 4040 | Furniture > \$100                        | 1,625             | \$ 1,000          | \$ 1,000          |
| 4050 | Technology Hardware                      | 1,198             | \$ 200            | \$ 1,200          |
| 4060 | Computer Software                        | -                 |                   |                   |
|      | <b>TOTAL CAPITAL OUTLAY</b>              | <b>\$ 2,823</b>   | <b>\$ 1,200</b>   | <b>\$ 2,200</b>   |
|      |                                          |                   |                   |                   |
|      | <b>TOTAL OPERATING EXPENDITURES</b>      | <b>\$ 738,773</b> | <b>\$ 745,292</b> | <b>\$ 704,012</b> |
|      |                                          |                   |                   |                   |
|      | <b>TOTAL EXPENDITURES LESS PERSONNEL</b> | <b>\$ 56,418</b>  | <b>\$ 54,209</b>  | <b>\$ 31,184</b>  |
|      |                                          |                   |                   |                   |
|      | <b>TOTAL EXPENDITURES</b>                | <b>\$ 741,596</b> | <b>\$ 746,492</b> | <b>\$ 706,212</b> |