



**Board of Riley County
Commissioners
Regular Meeting
Agenda
June 06, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. 2025 Riley County Extension Appropriation Request
4. Mobile command post to Wamego for July 4 celebration
5. Transfer Station Truck Scale Contract
6. Sign Riley County Employee Action Form(s)

Review Minutes

7. Board of Riley County Commissioners - Regular Meeting - Jun 3, 2024
8:30 AM

Review Tentative Agenda

8. Tentative Agenda

Press Conference Topics

9. Discuss Press Conference

9:00 AM

Elizabeth Ward, Human Resources Director

10. Human Resources Monthly Update

9:15 AM

Michael Boller, Noxious Weed Director

11. Noxious Weed Department Staff Update

9:30 AM

Elizabeth Ward, Human Resources Director

12. Working session - Employee Procedures Manual

10:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

- 13. Administrative Work Session
- 14. KDOT Permanent Easement Request - "Roundabout Project" (K113 & US Hwy 24)

10:20 AM**Rich Vargo, County Clerk**

- 15. Request to Fill - Human Resources part-time Clerical Assistant

10:25 AM**Cory Meyer, IT/GIS Director**

- 16. Nexsan Backup Storage Device

10:30 AM**Amanda Webb, Planning and Development Director**

- 17. Executive Session: Discussion of confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships during interview of potential consultant for update of the Riley County Comprehensive Plan update

11:30 AM**Amanda Webb, Planning and Development Director**

- 18. Executive Session: Discussion of confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships during interview of potential consultant for update of the Riley County Comprehensive Plan update

12:30 PM**Amanda Webb, Planning and Development Director**

- 19. Executive Session: Discussion of confidential data relating to financial affairs or trade secrets of corporations, partnerships, trust, and individual proprietorships and discussion of interviews with potential consultants for update of Riley County Comprehensive Plan 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.



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 6, 2024

SUBJECT: 2025 Riley County Extension Appropriation Request

PRESENTER: Gary Fike, Extension Office

Enclosures:

- Pre-Budget to BOCC 2025 (PDF)

BUDGET FOR THE Riley **COUNTY EXTENSION COUNCIL**

For the period from January 1, 2025 to December 31, 2025 This budget is prepared
in accordance with K.S.A. 2-610 as amended.

EXPENDITURES

Printing, Audit, Treasurer Bond, Liability Insurance.....	\$10,000
Telephone.....	\$6,000
Rent, Heat and Lights.....	\$0
Supplies, Stationery, and Postage.....	\$8,045
Equipment	\$25,000
Educational Program Support.....	\$16,000
Travel.....	\$12,500
Subsistence.....	\$5,000
Salaries and Wages.....	\$614,000
Employee Benefits.....	\$150,000
.....	\$0
.....	\$0
Sub-Total.....	\$846,545
Nonappropriated Funds (Reimbursable Transactions).....	\$150,000
Capital Outlay Reserve	\$0
TOTAL EXPENDITURES.....	\$996,545

Receipts

Unencumbered Cash balance.....	\$68,200
Kansas State University.....	\$74,620
County Appropriation.....	\$667,380
Interest	\$4,000
Other	\$32,345
Sub-Total.....	\$846,545
Nonappropriated Funds (Reimbursable Transactions).....	\$150,000
Capital Outlay Reserve	\$0
TOTAL RECEIPTS.....	\$996,545

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 (2023)

Attachment: Pre-Budget to BOCC 2025 (14825 : 2025 Riley County Extension Appropriation Request)



**EMERGENCY
MANAGEMENT/FIRE**
Outside Agency Request

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

COMMISSION AGENDA REPORT

FROM: Laurie Harrison, Assistant Director Emergency Management

MEETING: June 6, 2024

SUBJECT: Mobile command post to Wamego for July 4 celebration

PRESENTER: Laurie Harrison, Assistant Director Emergency Management

BACKGROUND

The city of Wamego Police Department and Pottawatomie County Emergency Management have asked for the use of our mobile command post vehicle for the July 4th Celebration and fireworks display. The mobile command post will be scheduled to be in Wamego July 3-5, 2024. They anticipate using the mobile command post for communications and unified command during the event.

DISCUSSION

Riley County Emergency Management received the mobile command post through Homeland Security grant funds. We have supported this event for over 10 years and this is a very effective way to utilize it's regional communications capability in a planned event. There is an understanding that in the event we need the vehicle returned for our own incident, it will be an expedient coordinated release.

FISCAL IMPACT

There would be no direct cost to the county for staff to take the mobile command post to Wamego. Laurie Harrison will be available for any equipment issues that may come up. There may be minimal fuel costs, however, the city of Wamego has filled the fuel tanks in previous deployments.

RECOMMENDATION(S)

It is recommended to deploy the mobile command post to the event.

POSSIBLE MOTION(S)

Move to approve deploying the mobile command post vehicle to Wamego for the July 4th celebration.

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:



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 6, 2024

SUBJECT: Transfer Station Truck Scale Contract

PRESENTER: Evan McMillan, Asst PW Director/Asst County Engineer

Attached for your approval is the agreement for the Riley County Transfer Station Truck Scale with W.H. Scale for \$49,880.00 .

Staff recommends approval.

POSSIBLE MOTION(S)

Move to approve and sign the agreement for the Riley County Transfer Station Truck Scale with W.H. Scale for \$49,880.00.

Move to deny.

Move to table for further discussion.

Enclosures:

- Transfer Station Truck Scale Wh scale signed (PDF)

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

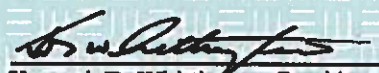
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

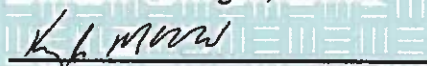
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



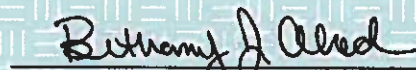

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this




Kyle P. McDonald, Assistant Secretary

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 _____, 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:

Riley County Transfer Station Truck Scales

in accordance with the provisions contained in these contract documents.

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: Transfer Station Truck Scale Wh scale signed (14803 : Riley County Transfer Station Truck Scale)

b. Addenda to contract documents as follow:

Addendum No.	Dated
_____	_____
_____	_____

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.

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

1. Special Provisions.

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 **2 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 Assistant County Engineer / Assistant Director 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 **Forty-Nine Thousand Eight Hundred and Eighty Dollars and No Cents(49,880.00).**

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

John Ford, Chairman

J. Waggles
By

Owner
Title

4145 NW 25 Th Topeka
Address

ATTEST: County Clerk

* * * * *

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

County Counselor

Attachment: Transfer Station Truck Scale Wh scale signed (14803 : Riley County Transfer Station Truck Scale)

Attachment to "Contract" Between Riley County (hereinafter "County"), and
 _____ (hereinafter "Contractor").

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

Attachment: Transfer Station Truck Scale Wh scale signed (14803 : Riley County Transfer Station Truck Scale)

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 • Workers Compensation • Employers Liability • \$500,000 Bodily Injury By Disease • Business Auto (Owned & Non-Owned) • Property/Contents	\$500,000 per occurrence - Per State Statutes \$100,000 Bodily Injury By Accident \$100,000 Bodily Injury by Disease -each employee \$500,000 Combined single limit per occurrence - Contractor agrees to maintain fire and extended coverage on all property, real or personal, belonging to Contractor.
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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: _____
John Ford, Chair

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Contractor

Jim Waggle

By: *Jim WAGGLE*
Name

MAY 8, 2024
Date

Attachment: Transfer Station Truck Scale Wh scale signed (14803 : Riley County Transfer Station Truck Scale)

Bond # GRKS65591

PERFORMANCE BOND**KNOW ALL MEN BY THESE PRESENTS**

that the Contractor W.H. Scale of 4145 NW 25th St Topeka, KS, as principal,

and as surety Granite Re, Inc.

a corporation authorized under the laws of the State of Minnesota

with general offices in 14001 Quailbrook Drive Oklahoma City, OK 73134

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, **Forty-Nine Thousand Eight Hundred and Eighty Dollars and No Cents(49,880.00)**, 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 construct a

Riley County Transfer Station Truck Scales

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.

Attachment: Transfer Station Truck Scale Wh scale signed (14803 : Riley County Transfer Station Truck Scale)

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.


Principal

WH Scale Company, Inc.

Granite Re, Inc.

Surety


Kenneth D. Whittington Attorney-in-fact

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: Transfer Station Truck Scale Wh scale signed (14803 : Riley County Transfer Station Truck Scale)

Bond # GRKS65591

STATUTORY BOND**KNOW ALL MEN BY THESE PRESENTS**

that the Contractor **W.H.Scale**, as principal,
 and as surety **Granite Re, Inc.**
 a corporation authorized under the laws of the State of **Minnesota**
 with general offices in **14001 Quailbrook Drive Oklahoma City, OK 73134**
 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 **Forty-Nine Thousand Eight Hundred and Eighty Dollars and No**
Cents(49,880.00), 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 construct a

Riley County Transfer Station Truck Scales

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.

Attachment: Transfer Station Truck Scale Wh scale signed (14803 : Riley County Transfer Station Truck Scale)


Principal

WH Scale Company, Inc.

Granite Re, Inc.

Surety


Kenneth D. Whittington Attorney-in-fact

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: Transfer Station Truck Scale Wh scale signed (14803 : Riley County Transfer Station Truck Scale)

General Agreement of Indemnity

This General Agreement of Indemnity (hereinafter called the Agreement) executed by the entities herein below, is effective the 6th day of May, 2024.

WHEREAS, WH Scale Company, Inc.	James D. Waggle	
Marilyn Waggle	Paul Hebenstreit	Mark Hebenstreit
William Akers		

(hereinafter called the Principal) has or may hereafter require suretyship upon certain bonds or obligations of suretyship and has applied or may hereafter apply to Granite Re, Inc. (Not licensed in all states.), and their successors, assigns, affiliates, and subsidiary companies (hereinafter called the Company) to execute such instruments as surety; and the Company expressly requires the execution of this Agreement, and relies upon same, as part of the consideration for the Company's execution of all such bonds.

NOW, THEREFORE, should the Company execute, have executed, or procure the execution of the suretyship, for which application is now pending, or which may have been heretofore or may be hereinafter applied for, or other suretyship in lieu thereof, or in lieu of suretyship now outstanding, or in connection therewith, the undersigned, hereinafter called the Indemnitor, does (if there be more than one Indemnitor, they jointly and severally and for each other do), in consideration thereof, hereby undertake and agree:

1. That the Indemnitor will pay, or cause to be paid, to the Company, as and when each and every such bond or obligation is executed, the premium therefor in accordance with the regular scheduled rates of the Company then in force, and annually thereafter (except when the initial premium is scheduled as a term premium) pay to the Company the annual premium therefor in accordance with such rates until the Indemnitor shall serve upon the Company competent, written, legal evidence satisfactory to the Company of its final discharge from such suretyship and any and all renewals and extensions thereof.
2. That the Indemnitor will perform all conditions of each said bond or obligation, and any and all alterations, modification, renewals, continuations, and extensions thereof, and will at all times indemnify, exonerate, and save the Company harmless from and against every claim, demand, liability, loss, cost, charge, counsel fee, expense, suit, order, judgment and adjudication whatsoever, payable on demand of the Company whether actually incurred or not, and any and all liability therefor sustained or incurred by the Company by reason of having executed or procured the execution of said bonds or obligations; that Indemnitor shall place the Company upon demand in funds, whether or not the Company has made payment for any claim, demand, liability, loss, cost, charge, counsel fee, or expense; and whether or not the Indemnitor has previously provided collateral security to the Company to secure the Company as the Company demands in its sole discretion; and in case the Indemnitor requests the Company to join in the prosecution or defense of any legal proceeding, the Indemnitor will, on demand of the Company place it in funds sufficient to defray all expenses and all judgments that may be rendered therein; that the Company shall at all times have the right but not the obligation to retain the counsel of its choice to defend the Company from any claim, demand, liability, or suit brought against the Company on any bond or against any collateral security, contract funds, trust funds, or liens, and to prosecute any action relating thereon the Company's behalf, and the cost of retaining such counsel shall be included within the Indemnitor's obligation to indemnify, exonerate, and save Company harmless.
3. That the suretyship is for the special benefit of the Indemnitor and the Indemnitor's property now owned or hereafter acquired and the income and earnings thereof, from all of which the Company shall be entitled to indemnity; and the Indemnitor represents that the Indemnitor is specially and beneficially interested in the subject of any such suretyship, in the suretyship required, and the continuation thereof.
4. That the Company shall have every right and remedy which a personal surety without compensation would have, including the right to secure its discharge from its suretyship, and in the absence or default of its Indemnitor the Company may, at its option, exercise all rights of said Indemnitor, and should it make any payment, shall have every right and remedy of the Indemnitor for the recovery of the same.

5. That the Company shall have the right in its sole discretion to pay, settle or compromise any demand, claim, cause of action, complaint, or charge of the character enumerated in this Agreement; and payment by the Company shall be final and binding upon the Indemnitor's liability to the Company. The Company shall have the right to utilize any collateral security to mitigate its loss, or to otherwise maintain collateral security for other exposure, claims, and liability, but in all events the Indemnitor shall immediately provide full indemnity to the Company for the sum of all payments remitted by the Company in settlement of all claims, expenses, or charges.
6. That this Agreement shall not, nor shall acceptance by the Company of payment for its suretyship, nor agreement to accept, nor acceptance by it at any time of other security, nor assent by it to any act of the Indemnitor named in any suretyship obligation, or of any person acting on behalf of the Indemnitor, in any way abridge, defer or limit the Company's right to be subrogated to any right or remedy, nor limit nor abridge any right or remedy which the Company otherwise might or may have, acquire, exercise or enforce, nor create any liability on the part of the Company which would not exist were this Agreement not executed.
7. That the liability of the Indemnitor shall not be discharged by any change in penalty, amount of terms of any bond or obligation executed on the security hereof, or by any change in the obligee named therein, or by any and all alterations, modifications, renewals, continuations, and extensions thereof; and the Company is hereby authorized to correct any mistakes in and to execute any substitutes for said bonds or obligations with the same or different conditions, provisions, amounts and named obligees, it being hereby agreed that this instrument shall in all its terms apply accordingly. The Company is hereby authorized to attach hereto a copy of any bond or obligation secured by this Agreement, and to fill up any blanks left herein or therein, and to correct any errors in filling up any such blanks or in the descriptions of said bonds or obligations.
8. That in the event any such bond shall be given in connection with a contract of the Principal or Indemnitor for construction work, the Principal and Indemnitor hereby dedicate all plant and material owned or acquired by Principal and Indemnitor and used for the performance of such contract to the performance of the same and further agree that in the Event of Default, defined as (a) any breach, default, or termination of contract claimed by an obligee; (b) any failure to timely and fully satisfy payment liabilities or obligations to subcontractors, suppliers, materialmen, laborers, or tax authorities; (c) any failure to satisfy or perform any condition of bond or contract, including this Agreement; (d) any assignment for the benefit of creditors, filing of bankruptcy proceedings, or appointment of receiver; (e) the death, disappearance, felony conviction, or incompetency of the Principal; or (f) any failure to maintain the financial condition of the Principal or Indemnitor within the requirements of the Company's underwriters, to assign, and hereby does assign to the Company, all right, title, and interest of the Principal and Indemnitors in: (a) all tools, plant, equipment, inventory, and materials of every nature and description, including materials purchased for or chargeable to such contract, which may be in process of construction or storage elsewhere, or in transportation to said site; (b) all accounts receivable and contract rights, including rights and claims to earned and deferred contract funds and balances, including retainages, whether arising from bonded contracts or unbonded contracts; (c) all of the Principal's rights in and to all subcontracts and purchase orders which may be entered into, and the materials embraced therein appertaining to said contracts; and (d) all actions, causes of action, and demands of whatsoever nature that the Principal has, or may have, against any subcontractor, laborer, or materialman, or their surety in connection with any contract relating to any bond of the Company; and the Principal and Indemnitor further agree the said Company shall be subrogated to all rights and properties of the Principal and Indemnitor in such contract, including deferred and reserved payments, current and earned estimates and final payments, and any and all monies and securities that may be due and payable at the time of such default on said contract or any other contract of the Principal and Indemnitor or any one or more on which the Company may be or may become surety, or on account of extra work or materials supplied in connection therewith, or that may thereafter become due and payable on account of said contract or any other contract on which the Company is or may become surety. The Principal and Indemnitor hereby authorize the Company to endorse in the name of the payee, and to collect any check, draft, warrant, or other instrument made or issued in payment of any monies due on such contracts and to disburse the proceeds thereof.
9. That upon execution of bonds by the Company as aforesaid, the Indemnitor covenants and agrees that any and all contract funds, balances, and payments received for or on account of any contract bonded by the Company are trust funds in which the Company has an interest, for the payment of obligations incurred in the performance of the contract and for labor, materials, and services furnished in the prosecution of the work provided in said contract or any authorized extension or modification thereof; and, further, it is expressly understood and declared that all monies due and to become due under any contract or contracts covered by the bonds are trust funds, whether in the possession of the Indemnitor or otherwise, for the benefit and for the payment of all such obligations in connection with any such contract or contracts which the Company would be liable. It is expressly agreed that the use of trust funds for any purpose other than the rightful payment of labor, material, and services prosecuted in the performance of bonded contract work shall be deemed fraudulent and shall constitute a determinative basis for objection to any discharge of liability otherwise accorded by a bankruptcy petition naming the Principal or Indemnitor.

Attachment: Transfer Station Truck Scale Wh scale signed (14803 : Riley County Transfer Station Truck Scale)

10. That the Company is authorized and empowered to guarantee loans and to advance or lend to the Principal or Indemnitor any money which the Company in its sole discretion may deem advisable or necessary for the purpose of any contracts referred to by the Company's bonds, or otherwise; but that in no event shall the Company be obligated to use either its own funds or collateral provided to the Company by the Principal, the Indemnitor, or any third-party to fund the Principal or Indemnitor to complete any contract, to sustain any operations, or to discharge any obligations of the Principal or Indemnitor. All money so loaned, advanced, or guaranteed, as well as costs, attorneys' fees and expenses associated therewith, unless repaid when due with legal interest, shall be deemed a loss by the Company for which the Indemnitor shall be responsible, notwithstanding that said money or any part thereof is not so used by the Principal or Indemnitor.
11. That to secure the obligations under this Agreement, the Indemnitor hereby grants to the Company a security interest in, and lien on, all of the Indemnitor's accounts, accounts receivable, financial institution deposits, machinery, equipment, contract rights, causes of action, inventory, securities, investments, promissory notes, insurance proceeds, and intangibles of whatsoever nature. The Indemnitor authorizes the Company to file any financing statement and amendments to memorialize the Company's security interest. This Agreement shall constitute a Security Agreement and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction where such Code is in effect and maybe so used by the Company without in any way abrogating, restricting, or limiting the rights of the Company under this Agreement or under law or equity.
12. That in the event of any breach, delay or default asserting by any obligee in any said bonds, or asserting by the Company occasioned by the Indemnitor's breach or default in any obligation of this Agreement, or in the event the Principal or Indemnitor has suspended or ceased work on any contract or contracts covered by any said bonds, or failed to pay obligations incurred in connection therewith, or in the event of death, disappearance, Indemnitor's conviction of a felony, incompetency, insolvency, or bankruptcy of the Indemnitor, or the appointment of a receiver or a trustee for the Indemnitor or the property of the Indemnitor or in the event of an assignment for a benefit of creditors of the Indemnitor, or if any bankruptcy proceedings are taken by or against the Indemnitor, or should reorganization or arrangement proceedings be filed by or against the Indemnitor, or if any action is taken by or against the Indemnitor under the insolvency laws of any state, possession, or territory in the United States, or if the Company in its sole discretion deems action is necessary or desirable, the Company shall have the right, at its option and its sole discretion and is hereby authorized with or without exercising any other right or option conferred on it by law, or in the terms of this Agreement to take possession of any part or all of the work under any contract or contracts covered by any bonds and to assert the Company's claim rights to contract balances held by an obligee or other third-party and the Indemnitor shall pay to the Company all losses and expenses so incurred.
13. That at any time, and until such time as the undertaking of the Company under any and all bonds is terminated, the Company shall have the right of reasonable access to the books, records and accounts of the Indemnitor; and any bank depository, materialman, supply house, or other person, firm, or corporation when requested by the Company is hereby authorized to furnish the Company any information requested including, but not limited to, the status of the work under contracts being performed by the Indemnitor, the condition of the performance of such contracts and payments of accounts, and the financial and credit standing of the Indemnitor in accordance with the Fair Credit Reporting Act and statutory equivalents.
14. That the Company may decline to execute any bond and the Indemnitor agrees to make no claim to the contrary in consideration of the Company receiving this Agreement; and if the Company shall execute a Bid or Proposal Bond, the Company shall have the right to decline to execute any and all of the bonds that may be required in connection with any award that may be made under the proposal for which the Bid or Proposal Bond is given and such declination shall not diminish or alter the liability of the Indemnitor that may arise by reason of having executed the Bid or Proposal Bond.
15. That the Indemnitor hereby waives notice of the execution of said bonds and of the acceptance of this Agreement, and the Indemnitor hereby waives all notice of any default, or any other act or acts giving rise to any claim under said bonds, as well as notice of any and all liability of the Company under said bonds, and any and all liability on their part hereunder, to the end and effect that the Indemnitor shall be and continue to be liable hereunder, notwithstanding any notice of any kind to which they might have been or be entitled, and notwithstanding any defenses they might have been entitled to make.

16. That in the event of any claim or demand being made by the Company against Indemnitor, or any one or more of the parties so designated, by reason of the execution of a bond or bonds, the Company is hereby expressly authorized to settle with any one or more of the Indemnitors individually, and without reference to the others, and such settlement or composition shall not affect the liability of any of the others, and the Indemnitor hereby expressly waives the right to be discharged and released by reason of the release of one or more of the joint debtors, and hereby consents to any settlement or composition that may hereafter be made.
17. That all the terms and conditions of this Agreement shall stand for the protection of any co-surety, any reinsuring company or any other surety procured by the Company, whether the Company does or does not execute or retain any portion of any such bond or obligation.
18. That separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.
19. That the Indemnitor shall continue to remain bound under the terms of this Agreement even though the Company may have from time to time heretofore or hereafter, with or without notice to or knowledge of the Indemnitor, accepted or released other agreements of indemnity or collateral in connection with the execution or procurement of said bonds, from the Indemnitor or others, it being expressly understood and agreed by the Indemnitor that any and all other rights which the surety may have or acquire against the Indemnitor and/or other under any such other or additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded the Company under this Agreement.
20. That the liability of the Indemnitor shall extend to any and all bonds executed on behalf of Principal and/or Indemnitor before, simultaneously, and/or after the effective date of this Agreement. The Indemnitor acknowledges that the execution of this Agreement is consideration for the Company's execution of the bonds before, simultaneous with, and/or after the date of this Agreement and that the Company requires and relies upon same.
21. That application to the Company to execute or procure any such bond or obligation of suretyship may be made by the Indemnitor or the President, Vice President, Secretary, Treasurer, Trustee, Manager or any other officer, agent or employee of the Indemnitor. Such applications, whether made on forms supplied by the Company or by letter, by email, by telephone, or by personal interview, may be regarded as sufficient and ample authority for the Company to execute or procure any such bond or obligation of suretyship.
22. That in case any of the parties mentioned in this Agreement fail to execute the same, or in case the execution hereof by any of the parties be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this Agreement or the liability hereunder of any of the parties executing the same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. It is understood and agreed by the Indemnitor that the rights, powers, and remedies given the Company under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the surety may have or acquire against the Indemnitor or others whether by the terms of any other agreement or by operation of law or otherwise.
23. That the Indemnitor hereby irrevocably nominates, constitutes, appoints and designates the Company as the Indemnitor's attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Indemnitor assigned, transferred and set over to the Company in this Agreement, and in the name of the Indemnitor to make, execute, and deliver any and all additional or other assignments, documents, or papers deemed necessary and proper by the Company in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be herein given to the Company under all other provisions of this Agreement. The Indemnitor hereby ratifies and confirms all acts and actions taken and done by the Company as such attorney-in-fact.
24. That this Agreement may be terminated by the Indemnitor upon twenty days written notice sent by registered mail to the Company at its home office at 14001 Qualibrook Drive, Oklahoma City, OK 73134, but any such notice of termination shall not operate to modify, bar, or discharge the Indemnitor as to bonds that may have been previously executed. The Indemnitor acknowledges that this Agreement is intended to apply to all bonds executed by the Company on behalf of any or all Indemnitors named herein, from time to time, and over an indefinite period of time, whether or not supplemented by other agreements of indemnity, and shall remain in full force and effect until this Agreement is cancelled in accordance with the terms of this paragraph.

25. That if any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, this Agreement as a whole shall not be deemed invalid or unenforceable, and the remaining provisions of this Agreement shall remain in full force and effect.
26. That the word "Indemnitor" or pronouns referring to said word appearing in this Agreement, whether singular or plural, are to be construed as referring to the Indemnitor, though the Indemnitor be one or more individuals, partnerships, associations, corporations, limited liability companies, joint ventures, trusts, or other legal entities.
27. That this Agreement may not be amended, changed, or modified orally. No amendment, change, or modification to this Agreement shall be effective unless made by written Endorsement executed by the Indemnitor and the Company with specific reference to this Agreement and attached hereto.
28. That this Agreement applies to bonds, undertakings and other writings obligatory in the nature of a bond, written by the Company on behalf of or for the benefit of any of the undersigned Indemnitors and any and all of their wholly or partially owned subsidiary companies, successive subsidiaries whether direct or indirect, divisions or affiliates, partnerships, joint ventures or co-ventures or limited liability companies, or other entities, in which any of the undersigned Indemnitors, their wholly or partially owned subsidiary companies, successive subsidiaries whether direct or indirect, divisions or affiliates may have an interest or participation whether open or silent, jointly, severally, or in any combination with each other; now in existence or which may hereafter be created or acquired. This Agreement and the Indemnitors' obligations hereunder may not be assigned without the prior written consent of the Company.

IN WITNESS WHEREOF, on the date(s) set forth below we have set our hands and seals and delivered in the presence of:

Name: WH Scale Company, Inc.

By: *James Waggle*

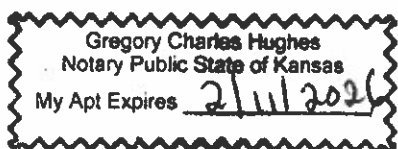
James Waggle

President

Address: 4145 NW 25th St.

City: Topeka State: KS ZIP: 66618

Tax ID #: 48-1195362



STATE OF: Kansas

COUNTY OF: Shawnee

On this 21st day of May, 2024 the foregoing instrument was acknowledged before me by

James Waggle the President

of WH Scale Company, Inc.

on behalf of said WH Scale Company, Inc.

Before me personally came James Waggle

to me known, and known to me to be the individual who executed the foregoing instrument, and acknowledged that he/she is the same.

Gregory Charles Hughes
Notary Public

Commission Expires 2/11/2026

(Affix Notary Seal)

Attachment: Transfer Station Truck Scale Wh scale signed (14803 : Riley County Transfer Station Truck Scale)

Name: James D. Waggle, IndividuallyBy: *James D. Waggle*Address: 12124 190th StCity: Nortonville State: KS ZIP: 66060SSN: 512-78-6074

Gregory Charles Hughes
Notary Public State of Kansas

Expires 2/11/2026STATE OF: KansasCOUNTY OF: ShawneeOn this 8th day of May, 2024 before
me personally came James D. Waggleto me known, and known to me to be the individual who
executed the foregoing instrument, and acknowledged that
he/she executed the same.Notary Public *Gregory Charles Hughes*Commission Expires 2/11/2026 (Affix Notary Seal)Name: Marilyn Waggle, IndividuallyBy: *Marilyn Waggle*Address: 2400 SW ValleybrookCity: Topeka State: KS ZIP: 66614SSN: 514-38-1610

Gregory Charles Hughes
Notary Public State of Kansas

My Apt Expires 2/11/2026STATE OF: KansasCOUNTY OF: ShawneeOn this 8th day of May, 2024 before
me personally came Marilyn Waggleto me known, and known to me to be the individual who
executed the foregoing instrument, and acknowledged that
he/she executed the same.Notary Public *Gregory Charles Hughes*Commission Expires 2/11/2026 (Affix Notary Seal)

Attachment: Transfer Station Truck Scale Wh scale signed (14803 : Riley County Transfer Station Truck Scale)

Name: William Akers , IndividuallySTATE OF: Kansas
COUNTY OF: DoniphanBy: [Signature]Address: 6133 N Hull DrCity: Kansas City State: MO ZIP: 64151SSN: 327-54-7669On this 5 day of May 2024 before
me personally came William Akers
to me known, and known to me to be the individual who
executed the foregoing instrument, and acknowledged that
he/she executed the same.[Signature]
Notary PublicCommission Expires 2/6/2026 (Affix Notary Seal)

Attachment: Transfer Station Truck Scale Wh scale signed (14803 : Riley County Transfer Station Truck Scale)

Name: Paul Hebenstreit Individually

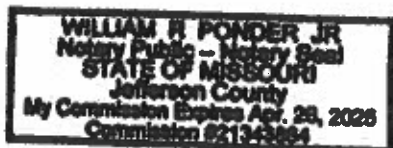
By:

Paul Hebenstreit

Address: 5134 Ivondale Lane

City: Saint Louis State: MO ZIP: 63129

SSN: 500-74-6898

STATE OF: MISSOURI
COUNTY OF: JEFFERSONOn this 14 day of MAY, 2024 before
me personally came Paul Hebenstreitto me known, and known to me to be the individual who
executed the foregoing instrument, and acknowledged that
he/she executed the same.*William H. Ponder Jr.*
Notary PublicCommission Expires 4/26/25

(Affix Notary Seal)

Name: Mark Hebenstreit Individually

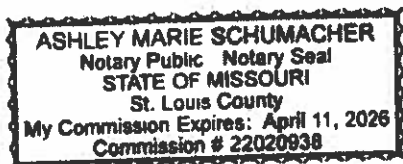
By:

Mark Hebenstreit

Address: 2806 Pomme Meadows

City: Arnold State: MO ZIP: 63010

SSN: 492-62-7617

STATE OF: Missouri
COUNTY OF: Saint LouisOn this 13th day of May, 2024 before
me personally came Mark Hebenstreitto me known, and known to me to be the individual who
executed the foregoing instrument, and acknowledged that
he/she executed the same.*Ashley Marie Schumacher*
Notary PublicCommission Expires April 11, 2026

(Affix Notary Seal)



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: June 6, 2024

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2024-05 Clerk Laldwin-borella EAF (DOCX)
- 2024-04 Fire AKannady EAF (DOCX)
- 2024-04 Fire BBowman EAF (DOCX)
- 2024-05 Fire AWesterman EAF (DOCX)
- 2024-06 PW TSchall EAF (DOCX)
- 2024-06 PW SKirk EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Loren Baldwin-Borella**Status Change Date:** 05/31/2024**Status Change:** Separation**Date of Hire:** 03/18/2024**Seniority:** 0 Year(s), 2 Month(s)**Position:** HR Assistant**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$15.00**Annualized Pay:** \$15,000.00**Funds Codes:** 1 – General, 2 – Clerk**Supervisor:** Elizabeth Ward**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-05 Clerk Laldwin-borella EAF (14810 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Avery Kannady**Status Change Date:** 04/30/2024**Status Change:** New Hire**Date of Hire:** 04/30/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Volunteer Fire Fighter Stipend**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Stipend**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** Douglas Russell**Department Head:** Russel Stukey

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-04 Fire AKannady EAF (14810 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Blake Bowman**Status Change Date:** 05/06/2024**Status Change:** New Hire**Date of Hire:** 05/06/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Volunteer Fire Fighter Stipend**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Stipend**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183 – Riley County Fire District #1, 183 – Fire District #1**Supervisor:** Douglas Russell**Department Head:** Russel Stukey

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-04 Fire BBowman EAF (14810 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Andrew Westerman**Status Change Date:** 06/10/2024**Status Change:** New Hire**Date of Hire:** 06/10/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Stipend**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183 – Riley County Fire District #1, 183 – Fire District #1**Supervisor:** Douglas Russell**Department Head:** Russel Stukey

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-05 Fire AWesterman EAF (14810 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Taylor Schall**Status Change Date:** 06/03/2024**Status Change:** New Hire**Date of Hire:** 06/06/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Seasonal - Parks**Position Type:** Full Time - Seasonal**Pay Range:** Seasonal**Pay Type:** Hourly**Base Rate:** \$15.07**Annualized Pay:** \$15,000.00**Funds Codes:** 1 – County General, 40 – Public Works, 81 – Parks**Supervisor:** Jeff Martinez**Department Head:** John Ellermann

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-06 PW TSchall EAF (14810 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Steven Kirk**Status Change Date:** 06/03/2024**Status Change:** Separation**Date of Hire:** 03/20/2012**Seniority:** 12 Year(s), 2 Month(s)**Position:** Facility Tech**Position Type:** Full Time**Pay Range:** Range 4**Pay Type:** Hourly**Base Rate:** \$27.11**Annualized Pay:** \$56,388.80**Funds Codes:** 1 – County General, 40 – Public Works**Supervisor:** Jerry Howard**Department Head:** John Ellermann

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-06 PW SKirk EAF (14810 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
June 10, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Agreement for Professional Services with Schwab-Eaton

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

2. Year to date budget and expenditure reports

9:15 AM

Shilo Heger, Treasurer

3. Staff update

9:30 AM

Press Conference

4. Presentation of retirement plaque to Shirley Eichen - John Ford (3 minutes)

9:40 AM

Brittany Phillips, Budget and Finance Officer

5. CIP Work Session

10:10 AM

John Ellermann, Public Works Director/County Engineer

6. Project update

10:25 AM

Julie Gibbs, Health Department Director

7. Konza space discussion

Attachment: 06-10-24 tentative agenda (14208 : Tentative Agenda)

- 10:45 AM** **Clancy Holeman, Counselor/Director of Administrative Services**
8. Administrative Work Session
- 11:00 AM** **Katharine Hensler, Museum Director**
9. Staff update
- 11:15 AM** **Captain Brad Jager/Finance Manager Jennifer Reifschneider**
10. Edward Byrne Memorial Justice Assistance Grant Program FY 2023
Local Solicitation - Certifications and Assurances by the Chief
Executive of the Applicant Government
- 12:00 PM** **County Officials Luncheon**
- Adjournment**
- Announcements**
- Riley County Planning Board/Board of Zoning Appeals meeting will be held tonight at 7:30 p.m. in the Commission Chambers, Courthouse Plaza East Building, 115 N. 4th Street.
- A commissioner will be on In Focus live at 9:05 a.m. Tuesday, June 11, 2024 (KF).

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



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
June 13, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Discuss Intergovernmental Luncheon
2. Discuss Joint City/County/County Meeting
3. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

9:20 AM

Wyatt Thompson, Manhattan Assistant City Manager

5. City's CiCo Park Project update

9:35 AM

David Adams, EMS/Ambulance

6. Pottawatomie County Request to use EMS/Ambulance patient hauler

9:45 AM

Jason Smith, Manhattan Area Chamber of Commerce

7. Economic development update

10:00 AM

Julie Gibbs, Health Department Director

8. Staff update

10:30 AM

Budget and Planning Committee - Brittany Phillips, Budget and Finance Officer

Attachment: 06-13-24 tentative agenda (14208 : Tentative Agenda)

9. Monthly Cash Flow Reports

10:40 AM

Elizabeth Ward, Human Resources Director

10. 2025 COLA Request/Proposal

11:00 AM

Brittany Phillips, Budget and Finance Officer

11. 2025 Budget Work Session

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: 06-13-24 tentative agenda (14208 : Tentative Agenda)



Human Resources

May 2024

Presented by Elizabeth Ward, HRD

HR Objective

Riley County Human Resources

Talent Management	Training & Development	Compliance Matters	Compensation & Employee Benefits	Workplace Safety
				

We work to provide organizational structure, balance the needs of the employees and the needs of Riley County and effectively manage the employee lifecycle.

Recruitment and Retention

	Regular Employees	Seasonal/Stipend EE/Intern
Current headcount	297	325
Hires-last month	4	6
Hires – current year	32	32
Separations – last month	2	2
Separations - current year	22	29
Turnover Rate-annual	14.14%	
Average tenure	8.8 years	
Current openings	6	
-Public Works(3), HD (2), Comm Corr,		

Performance and Development

Quarterly CPR training for employees

- Next session scheduled for June 28

Participant Nominations announced:

1. NaCO High Performance Leadership Academy
 1. Megan Lewis, Community Corrections
 2. Doug Russell, RCFD #1
2. Flint Hills Leadership Academy
 1. Tande Lentz, Treasurer
 2. Evan McMillan, Public Works

Performance and Development-Current

Supervisor training for Riley County

- Highly Effective Managers program proposed to Dept Heads
- 12 monthly 90-minute meetings
 - monthly reading assignments
 - weekly workbook activities
- \$650 per person
- Focused on supervisors and managers – the skills needed to lead
 - Improve employee commitment and retention through effective management

Leading with Vision	Creating Pos Culture	Optimize Leadership Credibility
Being Self-Reflective	Maximizing Staff Commitment	Developing Staff to Excel
Effectively Handling Conflict/Feedback	Holding Staff Accountable	Exceeding Customer Needs
Exceptional Customer Service/Teamwork	Optimizing Dept Performance	Your Action Plan



HUMAN RESOURCES

Performance and Development-Current

Create Your Dream Team – Thurs June 20, Express Employment

- * Attract the right people
- * onboard, train and coach
- Develop people to top producer
- * create team synergy

Comprehensive onboarding for new employees

- REACH, IT, HR, software and more
- Developing purpose and goals of improved on-boarding

Employee Day 2024 theme - “One Team”

- Confirmed location – AMC improved arrangements and new lunch options!
- Responding to employee requests – healthier snack options included
- Exciting changes to the afternoon team building session
- Possible topics: Personality management, Inclusion, high performing team

Compliance

- Process Manual
 - Elected official salary process complete
 - Proposals for:
 - New and expanded position requests
 - Remote/Hybrid work arrangements
- FLSA regulation salary threshold
 - New salary threshold for OT exemption
 - July 1, 2024 \$43,888
 - Jan 1, 2025 \$58,656
 - 3 positions will be changing classification
 - will not affect anyone's pay or the budget proposals

Budget Updates

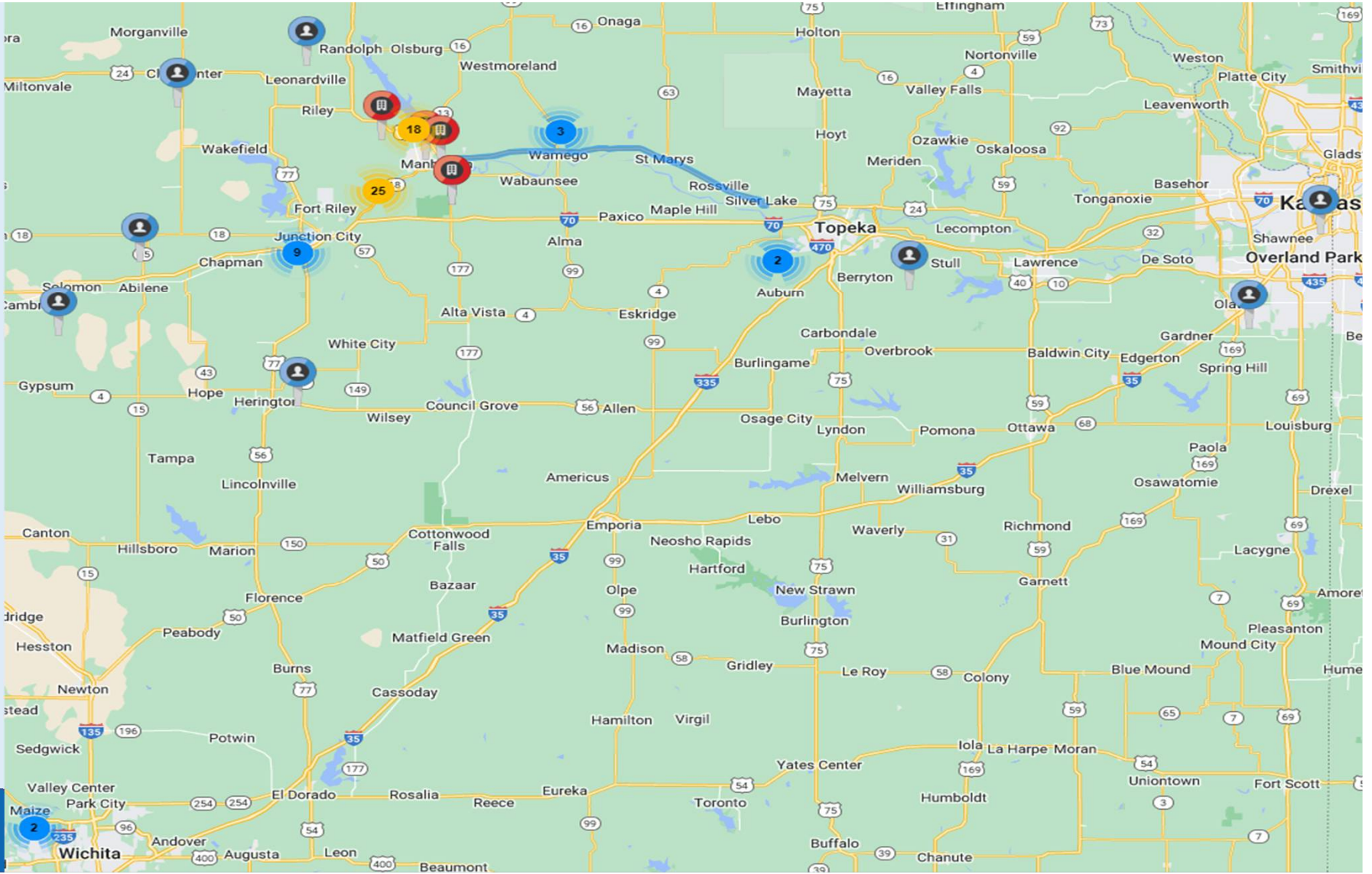
Planning County Counselor transition

Planning Community Corrections director/Clay County ISO position

Completed Community Corrections personnel budget

Childcare Licensing personnel budget

Employee Drive Time



Attachment: HR Monthly Report - May 2024 (14819 : Human Resources Monthly Update)

Current and upcoming month's focus

May focus

- Employee receipt/acknowledgement of policy manual
- Personnel Procedures with Commissioners
- Internships across several departments
- Consistent Ride-A-Long application and risk management process

Current and upcoming month's focus

June's focus

- United Way Fall Campaign planning
 - Small workgroup formed to plan
- Completing Employee Procedures Manual
- Election Worker application and hire merged to Paylocity
- Assisting with Strategic Planning retreat
- FLSA Position classification
- Firefighters receipt/acknowledgement of policy manual

Upcoming

- | | |
|----------------------|---------|
| • 2024 Benefits Fair | Sept 25 |
| • 2024 Employee Day | Oct 14 |



NOXIOUS WEED/HHW
Staff Update

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

STAFF REPORT

FROM: Michael Boller Director Riley County Noxious Weed Department

MEETING: June 6, 2024

SUBJECT: Noxious Weed Department Staff Update

PRESENTER: Michael Boller Director Riley County Noxious Weed Departmen

Enclosures:

- 6-6-2024 Staff Report (DOC)

Riley County Noxious Weed/HHW Department

Michael Boller, Director

June 6, 2024

Staff Report

Noxious Weed/Mowing:

- Spring spraying began in mid-April with bare ground applications on county roads. Spraying around all signs, bridges and guardrails should be completed early this month.
- Solid spraying on county roads began last month and Section 1 and Section 3 have been completed.
- Spot spraying for musk thistle and field bindweed will begin this week and will continue during June.
- Township contracts and the KDOT contracts will begin this month and will continue during June. Currently, we have 7 township contracts Zeandale, Mayday, Manhattan, Ogden, Grant, Sherman and Bala. This one more than last year with a few different ones switching out which is common.
- Spring seeding projects on county right-of-way began in late March. All seeding projects were completed.
- County roadside mowing began in late May. There are 3 cycles of mowing during the summer and the first round is 35% complete which is ahead of schedule. Vegetation is growing at a strong rate as conditions are favorable for growth.
- Musk Thistle, a noxious weed in Kansas, is at the stage of growth where it needs to be sprayed soon prior to it going to seed. We are currently working with several property owners to help educate them and get their voluntary cooperation to help control this noxious weed. Riley County has cost-share chemicals for sale to landowners for treatment of noxious weeds in the county and sprayers that can be rented. Contact our office at 785-539-3202 for assistance.
- Completed agriculture use inspections for the Appraisers office. This is reference lease ground that Riley County owns that has been approved agricultural use.
- Assisted Public Works in controlling Duckweed on Riley County owned lagoon ponds. This is a very fast-growing plant that thrives in nitrogen rich, slow moving or still bodies of water. Which makes sewer lagoons an ideal location. This is not algae or moss as many people believe. It is a small floating plant that is about the size of a pea and can double its population in days and blanket entire lagoons.
-

**HHW:**

- Next HHW collection at Howie's Recycling is Saturday, June 8, 2024 from 8:00am to 12:00 noon. No business waste or truck loads of material will be accepted at this event.

..



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: June 6, 2024

SUBJECT: Working session - Employee Procedures Manual

PRESENTER: Elizabeth Ward

BACKGROUND

Previously, the Riley County Procedures Manual was presented to the Commissioners for review.

Two additional processes were discussed: New and Expanded Position Request and Remote Work.

Attached are proposed processes for both concerns. These proposals have been reviewed by the County Clerk, County Counselor and the Budget and Planning Committee and are recommended for approval.

RECOMMENDATION(S)

Recommendation is to approve the Procedures Manual as presented.

POSSIBLE MOTION(S)

- . I move the board approve the Procedures Manual as presented.
- . Move to deny
- . Move to modify or develop alternative if other concerns or factor arise
- . Move to table to discuss issue further
- . Board agrees by consensus to

Enclosures:

- Riley County Hybrid_Remote Work Process PROPOSAL (DOCX)
- Riley County New Position Request and Justification Process PROPOSAL (DOCX)



HUMAN RESOURCE DIVISION

Riley County Process to Determine Hybrid or Remote Work Eligibility

Whether any position or person is suitable for remote or hybrid work is based on the nature of the job duties, the employee's supervisor and department head's evaluation of the employee's expected productivity during remote or hybrid work, and an evaluation of the on-site team's productivity if remote or hybrid work is approved for any team members. No employee has a right to perform their job duties during remote or hybrid work. Instead, such approval is entirely at Department Head and Human Resources discretion. That discretion must be made thoughtfully, documented in writing and not based on any one factor alone (cost savings, employee preference, etc.). If such approval is granted, it may be revoked at any time for any reason, or no reason, by the Department Head or Human Resources, **unless such approval has been granted by the Department Head, working with Human Resources, as part (or all) of a reasonable accommodation under existing law.**

Continuation of such a reasonable accommodation is subject to reasonable review with the employee for any changes or updates necessary to avoid undue hardship to the employee's department or to Riley County. Determinations to approve or disapprove remote or hybrid work must be made in a consistent, fair, and documented way which prioritizes employee productivity, equity and engagement. All decisions to allow remote or hybrid work shall be reviewed at least annually.

Definitions:

Telework designations	Features	Examples
Occasional	Infrequent, not regularly scheduled.	- Unanticipated personal disruption requires employee work from home (temporary caregiving need, home repair that can't be coordinated in non-work hours, etc.). - Employee plans to work for a period of time during an approved vacation. - Employee works from home due to a workplace disruption, inclement weather, or suspended operations.
Hybrid	Ongoing telework, less than 100% of weekly scheduled hours.	- Employee works from home during designated hours to support a specific childcare need or arrangement. - Employee works from home every Friday to maximize productivity due to a difficult commute or other situation. - Employee is a self-motivated, high performer who thrives in an independent work environment, but is also needed onsite for project or team activities.
Remote	Ongoing, 100% of job duties performed at a	Employee is a self-motivated, high performer who thrives in an independent work environment, and is not needed onsite for projects or team activities.

remote work location.

- Employee possesses skills critical to unit functioning.
- Employee has compelling family circumstances impacting their ability to report to work (outside of their own disability accommodation).
- Employee's job requires them to be in a specific remote location.

Position suitability

A position(s) suitable for telework is one with responsibilities that can be conducted remotely, using basic telecommunications technology without affecting service quality or organizational operations.

Characteristics of positions that **DO NOT** lend themselves to telework.

- Job duties require access to specific personnel, onsite files, or specialized space/equipment/technology in order to effectively perform the job
- The position had regular in-person client/customer/student interaction pre-COVID which became less efficient or effective in a remote environment.
- Position's job duties require participation in onsite meetings or presentations.
- Telework relationship adds additional cost to the employer. For example, a remote telework arrangement should not typically result in the duplication of office equipment.
- Employee's continued telework negatively impacts team performance.

Characteristics of positions that **DO** lend themselves to telework.

- Job duties can be conducted outside of the worksite.
- Teleworking does not affect the service quality or organizational operations.
- Teleworking does not add additional cost to the employer.
- Teleworking does not negatively impact team performance.

Human Resources will indicate which jobs are typically suitable for telework for use as a guide to consider which staff might be suitable for telework based on position duties. When hiring new employees and transitioning current employees to new telework agreements, Department Heads may not create telework arrangements for employees in positions generally deemed as "Not typically telework eligible" without an advance discussion with HR.

Job profile telework designation.

Telework designation for all jobs including exempt, non-exempt, professional staff, temporary hourly staff, as-needed and other jobs. Each job is designated with one of the following:

- **Typically telework eligible** – Job duties typically lend themselves to telework.
- **Not typically telework eligible** – Job duties typically do not lend themselves to telework, including all "temporary" job profiles due to their short duration.
- **Indeterminate** – Job duties are not specific enough to determine whether the work is typically telework eligible (e.g., "Temporary staff helper" or "Professional staff project position." Determination must be made at the position-level.

Telework designation is determined by the position duties, independent of the incumbent in the position and does not specify amount of telework. The values include:

- **Typically telework eligible (remote/hybrid)** – The position’s duties typically lend themselves to some amount of telework.
- **Not typically telework eligible** — The position’s duties typically do not lend themselves to any amount of telework.

Employee suitability

Hybrid work suitability criteria

Some employees may be better prepared than others to manage the unique requirements of teleworking. When evaluating a new telework request or a request to extend an existing telework agreement, Department Heads should consider whether the employee has a record of satisfactory performance in the workplace and has demonstrated the ability to:

- Prioritize work to meet deadlines.
- Display self-discipline and accomplish job duties with minimal supervision/direction.
- Consistently follow Riley County policies and expectations regardless of work location.
- Understand their role and expectations.
- Be organized, highly disciplined and self-motivated.
- Communicate and coordinate effectively with customers and team members over phone, email, and Zoom/Teams.
- Manage time effectively.
- Meet work performance and/or productivity levels whether onsite or teleworking.

Before approving a telework request, consider any changes needed to ensure your team continues to meet its objectives. Ensure the employee and work product will be as effectively managed as their on-site colleagues.

Additional considerations include:

- Whether the employee has space that supports and is conducive to successful telework
- Whether regular onsite meetings or in-person customer interactions preclude a hybrid arrangement may depend on their frequency and degree to which they are within the teleworking employee’s control (e.g., scheduled appointments may be able to schedule sessions for days they are onsite, whereas jobs who have clients “drop in”, or an employee at a customer service window cannot).

Remote work suitability criteria

Remote work agreements (100% telework) are supported by compelling policy, critical skill-based requirement, or family health circumstances.

In addition to considering the worker criteria above for hybrid telework, evaluate the employee’s performance based on the following additional criteria:

1. Has the employee’s work performance and/or productivity during previous remote work remained stable or improved?

2. Is this a key employee to retain for the organization because of significant institutional knowledge or unique expertise that is hard to replace/replicate?
3. Does the cost of recruitment for and training of a new employee outweigh the impact to team culture and any challenges with telework?
4. Will the employee's continued telework jeopardize the performance of a team? Does the employee manage a large or complex team?

Worker-level telework designation

Worker-level telework designation represents the amount of telework agreed to between a Department Head and the employee. The indication of a telework designation assumes that a written telework agreement dated and signed by the Department Head and employee, with final review by Human Resources is on file in the department and supports one of the following values:

- **Yes – hybrid telework arrangement (3 days or more/week)** – Employee teleworks three or more days per workweek
- **Yes – hybrid telework arrangement (2 days or less/week)** – Employee teleworks two days or less per workweek
- **Yes – occasional telework allowed** – Employee typically does not telework, although occasional telework during operational suspensions or other ad hoc situations is allowed upon manager approval
- **Yes – remote work arrangement (100% telework)** – Employee works remotely
- **No** – Employee does not telework.

Approval processes and documentation

Telework designation	Approval process	Documentation
Occasional	Infrequent, not regularly scheduled. Employee's direct supervisor.	Telework agreement not required, but written approval/documentation is required.
Hybrid	Department head, or designee	Telework agreement required; annual review required.
Remote	Department Head, with notice to the BoCC	Telework agreement required; annual review required.



HUMAN RESOURCE DIVISION

Riley County New Position Request and Justification Process

In order to utilize our current resources to the best advantage, Riley County Board of Commissioners are responsible to decide the personnel needs of the various departments. The Commissioners need a good foundation for making those decisions.

Due to growth, additional staffing requests are necessary and appropriate but should be justified by factual documentation the Commissioners can weigh these requests for additional personnel.

This policy is adopted to ensure a standard procedure for department heads to follow when requesting a new position. This policy also outlines the appropriate support documentation required as justification for the new position request.

REQUIRED DOCUMENTATION: The following will be required. Other information may also be necessary depending upon the department and position being requested at the Board's request.

1. Overtime records for the previous 6 and 18 months.
2. Analysis of any position within the department unfilled for an extended period of time.
3. Absorbing of an existing position that was previously funded.
4. Changes in operating procedures, workload changes or service delivery, ex. measures of total amount of work needed to be accomplished and resultant analysis of current man-hours allocated to the activity.
5. Comparative Data: Numbers of employees in an activity per 1,000 population; number of employees in similar function in comparable communities.
6. What is not being accomplished because of the lack of this position?
7. What financial, time or other savings will result if this position is created?
8. What function or service will be eliminated or changed if the position is created or not created?
9. Fiscal impact of creating this position.

PROCEDURE: Although new positions must be requested through the annual budget process, working with Human Resources, to justify the need for an additional position, Commissioners should be made aware of the staffing discussion as it develops through the year.

1. The Department Head must develop a personnel budget with Human Resources and the Budget & Finance Officer.
2. A Position Action Form must be completed in Paylocity and submitted to Human Resources along with supporting documentation listed above.
3. Human Resources will conduct a position needs analysis and provide the BoCC with a recommendation.
4. HR will present the recommendation, combined with all recommended position requests, to the BoCC during the regular budget process.



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Project

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

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: June 6, 2024

SUBJECT: KDOT Permanent Easement Request - "Roundabout Project" (K113 & US Hwy 24)

PRESENTER: Clancy Holeman, Riley County Counselor

BACKGROUND

The attached contract documents are presented for your review and approval on behalf of KDOT. KDOT has requested you approve its purchase of a permanent easement from the County. This proposed easement is for drainage and borrow pit purposes as part of the ongoing KDOT "roundabout" project (my term, not the agency's). The proposed easement fronts Riley County's volunteer fire district station 112. Fire Chief Stuckey and Public Works Director Ellermann have reviewed the legal description for that easement and have no objection to KDOT's request.

FISCAL IMPACT

The purchase price offered by KDOT for this permanent easement is \$1,837.50, consisting of approximately 1.05 acres. The price offered represents a cost of \$1,750.00 per acre.

RECOMMENDATIONS

I recommend the Board approve and sign the documents presented which memorialize KDOT's purchase of the permanent easement for \$1,837.50.

POSSIBLE MOTION(S)

- A. "I move the Board approve the documents presented authorizing purchase of the permanent easement described for \$1,837.50."
- B. "I move the Board approve the purchase of the permanent easement described for a price of \$_____."
- C. "I move the Board not approve the purchase of the permanent easement described."

Enclosures:

- Attachment A (PDF)
- Attachment B (PDF)
- Attachment C (PDF)

KANSAS DEPARTMENT OF TRANSPORTATION
CONTRACT FOR CONVEYANCE OF REAL ESTATE
BY GRANT OF PERMANENT EASEMENT

THIS AGREEMENT Made and entered into this _____ day of _____, 2024, by and between

The Board of Commissioners of Riley County, Kansas Governing Body of Rural Fire District No. 1

landowner(s), and the Secretary of Transportation of the State of Kansas.

WITNESSETH, for consideration as hereinafter set forth, the landowner(s) hereby agree(s) to grant a permanent easement for public purposes to the Secretary of Transportation over and upon the following described real estate in the County of Riley, State of Kansas:

Not for recording purposes.

A PERMANENT EASEMENT for drainage purposes and the removal of borrow material over and upon a tract of land in the Southwest Quarter of Section 24, Township 9 South, Range 7 East of the 6th P.M., Riley County, Kansas, described by John A. Moll, Jr., Kansas PS 1721, on March 31, 2023 as follows: COMMENCING at the Southwest corner of said Quarter Section; thence on an assumed bearing of North 89 degrees 29 minutes 14 seconds East, 745.49 feet along the South line of said Quarter Section; thence North 00 degrees 30 minutes 46 seconds West, 125.39 feet to the intersection of the Northerly right of way line of the existing highway and the Easterly right of way line of the existing highway also being the POINT OF BEGINNING; FIRST COURSE, thence North 02 degrees 11 minutes 44 seconds West, 250.12 feet along said Easterly right of way line; SECOND COURSE, thence North 89 degrees 43 minutes 32 seconds East, 187.14 feet; THIRD COURSE, thence South 00 degrees 16 minutes 28 seconds East, 249.99 feet to said Northerly right of way line; FOURTH COURSE, thence South 89 degrees 43 minutes 40 seconds West, 178.75 feet along said Northerly right of way line to the POINT OF BEGINNING. The above described tract contains 1.05 acres, more or less.

Attachment: Attachment A (14820 : KDOT Permanent Easement Request)

Reserving to landowner(s), its heirs, executors, administrators, trustees and assigns all the oil and gas minerals under or in said land.

It is understood and agreed that said permanent easement is acquired by the Secretary of Transportation for public purposes.

The Secretary of Transportation agrees to purchase the above described permanent easement and, to pay therefore, pursuant to the "Disbursement of Proceeds Statement," incorporated herein by reference, acknowledged and signed by the landowner(s), the following amount within sixty (60) days after the grant of permanent easement conveying said property free of encumbrance has been delivered. In no event will the landowner(s) be required to move until the Secretary of Transportation becomes legally entitled to the property.

Approximately 1.05 Acres for PE
Damage if any:

TOTAL:

\$	1,837.50
\$	0.00
\$	0.00
\$	1,837.50

It is understood and agreed that the above stated consideration for said real estate is in full payment for the purchase of said permanent easement and all damages arising from the transfer of said property interest and its use for the purpose above set out.

IN WITNESS WHEREOF the parties have hereunto signed this agreement on the day and year first above written.

Landowner(s):

The Board of Commissioners of Riley County, Kansas
Governing Body of Rural Fire District No. 1

The Board of Commissioners of Riley County, Kansas
Governing Body of Rural Fire District No. 1

John Ford, Chairman

Greg McKinley, Vice Chairman

The Board of Commissioners of Riley County, Kansas
Governing Body of Rural Fire District No. 1

Kathryn Focke, Member

Attachment: Attachment A (14820 : KDOT Permanent Easement Request)

SECRETARY OF TRANSPORTATION
OF THE STATE OF KANSAS

BY: _____

Greg Schieber, P.E.
Deputy Secretary and
State Transportation Engineer

MEMORANDA

Exact and full name of owner, as name appears of record:

Riley County Board of Commisisoners Rural Fire District No. 1

If mortgage or other liens, show names of holders:

RECOMMENDED BY:

, Right of Way Agent

Attachment: Attachment A (14820 : KDOT Permanent Easement Request)

Riley County

Tr.2

24-81 KA-5565-01

03-31-23

Job#3801

Page 1 of 3

KANSAS DEPARTMENT OF TRANSPORTATION

GRANT OF PERMANENT EASEMENT

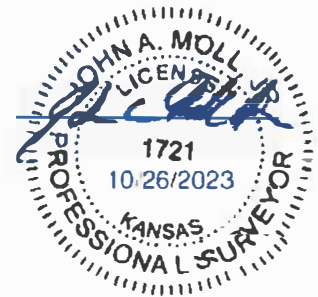
THIS AGREEMENT Made and entered into this _____ day of _____, 2024, by and between

The Board of County Commissioners of Riley County, Kansas Governing Body of Rural Fire District No. 1

landowner(s), and the Secretary of Transportation of the State of Kansas.

For consideration as hereinafter set forth, the landowner(s) agree(s) to grant a permanent easement for public purposes to the Secretary of Transportation over and upon the following described real estate in the County of Riley, State of Kansas:

A PERMANENT EASEMENT for drainage purposes and the removal of borrow material over and upon a tract of land in the Southwest Quarter of Section 24, Township 9 South, Range 7 East of the 6th P.M., Riley County, Kansas, described by John A. Moll, Jr., Kansas PS 1721, on March 31, 2023 as follows: COMMENCING at the Southwest corner of said Quarter Section; thence on an assumed bearing of North 89 degrees 29 minutes 14 seconds East, 745.49 feet along the South line of said Quarter Section; thence North 00 degrees 30 minutes 46 seconds West, 125.39 feet to the intersection of the Northerly right of way line of the existing highway and the Easterly right of way line of the existing highway also being the POINT OF BEGINNING; FIRST COURSE, thence North 02 degrees 11 minutes 44 seconds West, 250.12 feet along said Easterly right of way line; SECOND COURSE, thence North 89 degrees 43 minutes 32 seconds East, 187.14 feet; THIRD COURSE, thence South 00 degrees 16 minutes 28 seconds East, 249.99 feet to said Northerly right of way line; FOURTH COURSE, thence South 89 degrees 43 minutes 40 seconds West, 178.75 feet along said Northerly right of way line to the POINT OF BEGINNING. The above described tract contains 1.05 acres, more or less.



Attachment: Attachment B (14820 : KDOT Permanent Easement Request)

Now, therefore, in consideration of the payment of One Dollar and Other Valuable Consideration and 00/100 Dollars to landowner(s) by the Secretary of Transportation, landowner(s) hereby grant(s) and convey(s) to the Secretary of Transportation a permanent easement for public highway right of way over and upon the above described real property and landowner(s) for itself, its successors, executors and assigns and agree that the Secretary of Transportation or his duly authorized agents or representatives will use said real property above described for the purpose of constructing, maintaining and operating a public highway.

It is understood and agreed that the consideration for said grant of permanent easement is in full payment for the purchase of said easement and all damages arising from the transfer of said property interest and its use for the purpose above set out.

IN WITNESS WHEREOF the landowner(s) has signed this agreement on the day and year first above written.

Landowner(s):

The Board of County Commissioners of Riley County,
Kansas Governing Body of Rural Fire District No. 1

John Ford, Chairman

Greg McKinley, Vice Chairman

Kathryn Focke, Member

STATE OF KANSAS, RILEY COUNTY, SS.

On this 6th day of June 2024, before me, a notary public in and for said county and state, personally appeared John Ford, Chairman, Greg McKinley, Vice Chairman and Kathryn Focke, Member, known to me to be the person(s) named in and who executed the forgoing instrument and duly acknowledge the execution thereof.

NOTARY PUBLIC

My commission expires _____

Attachment: Attachment B (14820 : KDOT Permanent Easement Request)

KANSAS DEPARTMENT OF TRANSPORTATION DISBURSEMENT OF PROCEEDS STATEMENT

PROJECT: 24-81 KA-5565-01

TRACT: 02

JOB: 3801

DATE OF CONVEYANCE:

GROSS PROCEEDS: \$1,837.50

Landowner(s), Purchaser(s) Under Contract and Parties of Interest Receiving All or Any Portion of Gross Proceeds

<u>DESCRIPTION</u>	<u>NAME</u>	<u>GROSS PROCEEDS DISBURSEMENT</u>
PE 1.05 acres = \$1,837.50	The Board of Commissioners of Riley County, Kansas Governing Body of Rural Fire District No. 1	\$ 1,837.50
		\$
		\$

I agree and authorize KDOT to disburse the gross proceeds as allocated above.
If a Disbursement of Proceeds Statement is not provided, IRS Regulations Sec. 1.6056-4 requires
the gross proceeds to be reported to each seller. I further understand this disbursement will be
used for tax liability purposes.

The Board of Commissioners of Riley County, Kansas Governing Body of Rural Fire District
No. 1

VERIFIED BY _____ DATE _____
John Ford, Chairman

VERIFIED BY _____ DATE _____
Greg McKinley, Vice Chairman

VERIFIED BY _____ DATE _____
Kathryn Focke, Member



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: June 6, 2024

SUBJECT: Request to Fill - Human Resources part-time Clerical Assistant

PRESENTER: Rich Vargo, County Clerk

BACKGROUND

The As-Needed HR Clerical Assistant position has become vacant as of Friday May 31, 2024. This position is a necessary position which aids in the ability of Human Resources to meet the daily requirements of recruiting, records management and filing.

DISCUSSION

As described in the attached position description, the as-needed position will assist human resources with recruitment and retention management, spreadsheets, and records maintenance. This position will also assist with answering the telephone and customer service for the clerk's office, as well as any other coverage needed throughout the clerk's office.

FISCAL IMPACT

No fiscal impact. This position is already included in the 2024 Budget.

RECOMMENDATION(S)

Recommendation is to approve the hiring process to fill the position of part-time HR clerical assistant.

POSSIBLE MOTION(S)

- . I move the board approve the position of Part-time HR Clerical Assistant for Riley County Clerk's office.
- . Move to deny
- . Move to modify or develop alternative if other concerns or factor arise
- . Move to table to discuss issue further
- . Board agrees by consensus to

Enclosures:

- 2024-05 Clerk As-needed HR PAF (DOCX)
- As Needed Clerical Assistant-HR position description (PDF)

RILEY COUNTY POSITION ACTION FORM

Job Created By

Posted on Career Page

County of Riley



Elizabeth Ward on 02/08/2024

Internal Position Details (not displayed on job posting)

Company

Riley County, KS

Job ID

2231193

Pay Grade

Temporary and As-Needed pay range [TASND]

Cost Center 1

County General [1]

1 Job Slot

HUMAN R-1

Position Template

Human Resources Clerical Assistant Part Time [HRCLRASSTPT]

Salary

\$15/hour, non-benefits eligible

EEO Class

Paraprofessionals [5]

Cost Center 2

Clerk [2]

Work Location

Office Building

Supervisor Position

No

Workers Compensation

--

Cost Center 3

--

Supervisor: Elizabeth Ward, HRD

Department Head: Rich Vargo

☒ No changes to Position or Budget

☒ Position Description attached

Total annual hours 1000

☒ Budgeted

☐ New or updated position description

☐ New request for budget (details attached)

Salary: \$15,000

Budget for Benefits: \$1,162.50

Total proposed annual budget: \$16,162.50

Additional Position Comments: _____

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	As-Needed Human Resources Clerical Assistant	
Department:	Clerk Department	Division: Clerk's Office
Reports To:	Human Resource Manager	
Pay Grade:	TASND	Status: Part-Time (As Needed-1000hrs)
FLSA Status:	Non-Exempt	

Position Summary: The part-time HR Assistant assists Human Resources with recruiting, records management and retention support. This position also supports the functions of the County Clerk's office.

ESSENTIAL FUNCTIONS:

- Assist Human Resources with complex spreadsheets, records maintenance/retention, compliance tracking, onboarding new hires, and benefit administration.
- Coordinate day-to-day recruiting tasks
- Schedule appointments, interviews, career fairs and other tasks related to candidate sourcing.
- Assist in maintenance of employee files and form management.
- Answer telephone and relay accurate messages to facilitate communication within the office, the department, and with the general public.
- Operate office equipment to fulfill duties of computer data entry, document scanning & indexing, filing, photocopying, and facsimile communications as required.
- Greet and disseminate information to the public as instructed.
- Assist taxpayers in completing various forms.
- Assist with licenses as needed
- Ensure confidentiality and comply with personally identifiable information protection standards.
- Other duties as assigned

POSITION REQUIREMENTS:

Education: High school diploma or equivalent required; Human resources experience or courses preferred.

Experience: Knowledge of modern office practices, business English, spelling, and math. Experience working in an office and with public, proficient in excel, Human Resource/clerical experience preferred.

Skills: Competent organizational skills and the ability to work effectively with the public, advisory boards, other agencies, and other county staff. Accurately create records and maintain records management requirements. Required to maintain confidentiality with personnel matters.

Physical Demands: The physical demands described represent those required to successfully perform the essential functions of this job. Reasonable accommodation may be made to perform the essential functions.

The employee is required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; talk or hear. The employee must occasionally lift/pushes/pulls 50+lbs, frequently lifts up to 25-50lbs and constant lift up to 25lbs. The employee may be asked to do basement work while assisting with elections. This could mean exposure heat, dust and/or humidity

Work Environment: The work environment characteristics represent those encountered while performing this job. Reasonable accommodation may be made to perform the essential functions.

The employee is exposed to normal noise level. The employee may also be exposed to tense and sometimes confrontational situations while assisting with customers or voters during an election.

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.

Updated June 2024

Attachment: As Needed Clerical Assistant-HR position description (14811 : Request to Fill - HR)



IT/GIS
Purchase > \$10K

Cory Meyer
IT/GIS Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6305

COMMISSION AGENDA REPORT

FROM: Cory Meyer
MEETING: June 6, 2024
SUBJECT: Nexsan Backup Storage Device
PRESENTER: Cory Meyer

BACKGROUND

Our current backup system uses Network Area Storage (NAS) to store backups. Those backups take place at 3 locations: RCOB, HD, and PW. These 3 sites also act as our disaster recover site for each other. We had in the 2024 budget to replace these devices but were not planning to this soon. Unfortunately, we are out of space at our RCOB device, and we are having power supply failures. We are also seeing large growth in our storage and backups due to camera replacement and expanded retention policies for certain departmental situations. The device at PW is becoming out of warranty in early 2025 and it needs to be larger to handle the disaster recovery copies from the RCOB site. As a result, I would like to move forward with the replacement at PW and RCOB.

DISCUSSION

To determine if the BOCC will allow Information Technology to spend the resources from the existing 2024 IT/GIS Budget to purchase 2 Nexsan E18P devices for backups at RCOB & PW.

FISCAL IMPACT

The purchase price for the 2 Nexsan E18P devices is \$60,585.60. This includes 3 years of support and service necessary for setup along with data transfer. The entire required amount would come from the 2024 IT/GIS budget.

ALTERNATIVES

- . Approve the measure
- . Deny the measure
- . Modify or develop alternatives if other concerns or factors arise
- . Schedule work session to discuss issue further

RECOMMENDATION(S)

The IT/GIS Director and staff recommend that the BOCC approve the purchase of the Nexsan E18P storage devices in order to meet the growing backup needs of the County, to be paid for from the IT/GIS 2024 Budget.

POSSIBLE MOTION(S)

1. Allow IT/GIS to proceed with this purchase.
2. Disallow IT/GIS to proceed with this purchase.
3. Table the decision for more discussion at a later time.

Enclosures:

- Eagle_Technologies.Nexsan06032024 (PDF)



Eagle Technologies

124 Indiana Avenue

Salina, KS 674

P: (785) 823-72

W: <http://www.eagleinc.co>

Nexsan

Prepared For:		Quote Information:	
Name:	Cory Meyer	Quote #:	1005247
Company:	Riley County Information Sys.	Created:	06/03/2024
Address:	110 Courthouse Plz. 3rd Floor, Room B316 Manhattan, KS 66502	Expires:	06/20/2024
Phone:	7855376307	Rep:	Mendee Fuller
Email:	cmeyer@rileycountyks.gov	Email:	mendeef@eagleinc.com
		Phone:	

Nexsan	Price	Qty	Ext. Pri
E18P with 18x12TB 7.2K SAS HDD, Dual Controller 2x10GbE iSCSI	\$29,292.80	2	\$58,585.
Nexsan Subtotal			\$58,585.

Eagle Services	Price	Qty	Ext. Pri
Eagle Professional Services - Nexsan Install, Remote	\$2,000.00	1	\$2,000.
Eagle Services Subtotal			\$2,000.

Recap	Amount
Nexsan	\$58,585.
Eagle Services	\$2,000.
Total	\$60,585.

Terms and Conditions: Pricing is valid for 30 days from the date of the quotation. Taxes will be added in accordance with state law. Shipping and Handling charges (FOB shipping point), freight charges, shipping insurance and administration fees may apply to invoices. All goods are Net 30 from ship date. Services are Net 30 from completion date. Pricing and availability are subject to change without notice. Purchaser acknowledges that, despite the best efforts and reasonable precautions of Eagle Technologies, products or services may be listed at an incorrect price or with incorrect information due to a typographical error or oversight. In such circumstances, Eagle Technologies reserves the right, prior to delivery, to cancel the transaction even though Purchaser acceptance may have been confirmed. All products are non-returnable unless otherwise provided by the Manufacturer's Return Policy. Purchaser also agrees that this transaction will be governed by the Manufacturer's Terms and Conditions of Sale if any.

To accept this quote, please sign and return to:

Email: orders@eagleinc.com

Signature

Date