



**Board of Riley County
Commissioners
Regular Meeting
Agenda
July 20, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

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

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

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

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Flat Rock Rd. Culvert Replacement Project No. O.3-1.3
4. Union Rd. Culvert Replacement Project No. I.0-9.9
5. Sign Riley County Employee Action Form(s)

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Jul 17, 2023 8:30 AM

Review Tentative Agenda

7. Tentative Agenda

Press Conference Topics

8. Discuss Press Conference

9:15 AM

Amy Manges, Register of Deeds

9. Year-To-Date-Revenue

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

10. Administrative Work Session
11. Executive session to discuss confidential legal advice regarding potential litigation issues

9:50 AM

Shilo Heger, Treasurer

12. June 2023 Revenue Reporting - Riley County Treasurer

- 10:00 AM Gary Fike, County Extension Director**
13. Fairgrounds Task Force Update
- 10:15 AM Brian Peete, RCPD Director**
14. RCPD update
- 10:30 AM Ron Fehr, Manhattan City Manager**
15. City of Manhattan General Update
- 11:00 AM Bob Isaac, Planner**
16. Replat Lots 4-10 Blue River Hills 2nd Addition into one lot.
- 11:15 AM Julie Gibbs, Health Department Director**
17. RCHD Update
18. WIC Out of State Travel Requests
19. WIC Out of State Travel Request
20. Community Health Educator Update
- 11:45 AM Clancy Holeman, Counselor/Director of Administrative Services**
21. Executive session to discuss confidential legal advice regarding potential litigation issues
- 4:00 PM Joint City/County/County Meeting (at City Offices)**
22. City/County/County Meeting Agenda

Adjournment**Announcement**

Good Morning Manhattan will be held today 7:15 a.m. - 8:30 a.m. at the Four Points by Sheraton, 530 Richards Drive.

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



PUBLIC WORKS
Contract

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

COMMISSION AGENDA REPORT

FROM: Evan McMillan, Assistant Public Works Director

MEETING: July 20, 2023

SUBJECT: Flat Rock Rd. Culvert Replacement Project No. O.3-1.3

PRESENTER: Evan McMillan, Assistant Public Works Director

On June 22, 2023, during the regularly scheduled Board of County Commissioners Meeting, Riley County Commissioners accepted the Bid from Ebert Construction Co., Inc. for the above mentioned project. Attached for your approval is the contract with Ebert Construction Co., Inc. for the Flat Rock Road Culvert Replacement Project No. O.3-1.3 in the amount of \$215,012.82.

This is a sales tax funded project.

POSSIBLE MOTION(S)

Move to sign and approve the contract from Ebert Construction Co., Inc. in the amount of \$215,012.82.

Enclosures:

- Contract_Flat Rock Rd Culvert Replacement Project No. O.3-1.3 (PDF)

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **the people of Riley County, Kansas**, acting through their **County Commissioners**, thereunto duly authorized to do so, party of the first part and hereinafter called the Owner, and **Ebert Construction Co., Inc.**, 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:

Flat Rock Road Culvert Replacement Project No. O.3-1.3

In accordance with the drawings, specifications, and other contract documents prepared by SMH Consultants, and

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

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

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

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

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

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

Attachment: Contract_Flat Rock Rd Culvert Replacement Project No. O.3-1.3 (13583 : Contract Flat Rock Rd. Culvert Replacement)

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

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

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

g. Bonds.

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

h. Owner's "Contractual Provisions Attachment"

ARTICLE III. The Contractor shall start work on or within ten days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract or on a subsequent date designated and authorized by the Owner in said order and the Contractor shall complete said work within **80 working days** as stated in his proposal.

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

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

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

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

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

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

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

ARTICLE VIII. The Owner shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as compensation therefore, the unit bid prices stipulated in the Proposal attached hereto for the various items of work in accordance with the provisions of the contract documents. The total contract price shall be determined on the basis of the actual quantities of work performed and materials furnished as authorized and determined in accordance with the provisions of the contract documents. The total bid price, determined on the basis of approximate quantities listed in the above mentioned Schedule of Bid Prices is in the amount of **Two Hundred Fifteen Thousand Twelve Dollars and Eighty-two Cents (\$215,012.82)**.

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

Kathryn Focke, Chairperson

CONTRACTOR
EBERT CONSTRUCTION CO., INC.

By


Lisa Diederich, Vice-President

Title

Address

PO Box 198, Wamego, KS 66547

ATTEST: County Clerk

* * * * *

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

County Counselor

Attachment: Contract_Flat Rock Rd Culvert Replacement Project No. O.3-1.3 (13583 : Contract Flat Rock Rd. Culvert Replacement)

Attachment to "Contract" Between Riley County (hereinafter "County"), and
Ebert Construction Co., Inc. (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 [Click here to enter a date.](#)

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

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

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

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

7. **ANTI-DISCRIMINATION CLAUSE.** In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
- 7.1 Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
 - 7.2 In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - 7.3 If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
 - 7.4 If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
 - 7.5 Contractor shall include the provisions of paragraphs 7.1 through 7.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
 - 7.6 Parties to the contract understand that this paragraph number 7 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

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

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

14. **TERM AND TERMINATION.**

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

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

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

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

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

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

16. **PERSONNEL.**

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

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

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

17. PROHIBITION OF CONFLICTS OF INTEREST.

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

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

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

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

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

20. RECORDS, REPORTS AND INSPECTION.

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

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

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

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

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

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

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

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

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

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

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

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

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
Kathryn Focke, Chairperson

Date

Contractor

EBERT CONSTRUCTION CO., INC.

By: _____
Lisa Diederich, Vice-President

Date

07/05/2023

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

PERFORMANCE BOND

Bond No: 674220371

KNOW ALL MEN BY THESE PRESENTS

that the Contractor Ebert Construction Co., Inc. of Wamego, KS, as
 principal, and as surety Liberty Mutual Insurance Company
 a corporation authorized under the laws of the State of MA
 with general offices in Boston

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 Two Hundred Fifteen Thousand Twelve Dollars and Eighty-two Cents (\$215,012.82).

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

**Flat Rock Road Culvert Replacement
 Project No. O.3-1.3**

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

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

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Agreement to the Work to be performed thereunder or the

Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications and further agrees that this bond and its obligation thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the Contract Documents.

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

Ebert Construction Co., Inc.

Principal


Lisa Diederich, Vice President

Liberty Mutual Insurance Company

Surety


Attorney-in-fact Sophia Reyes

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.

STATUTORY BOND

Bond No: 674220371

K N O W A L L M E N B Y T H E S E P R E S E N T S

that the Contractor Ebert Construction Co., Inc., as principal, and as surety
Liberty Mutual Insurance Company a corporation authorized under the laws of the State of
MA with general offices in Boston 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
Two Hundred Fifteen Thousand Twelve Dollars and Eighty-two Cents (\$215,012.82) 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

**Flat Rock Road Culvert Replacement
 Project No. O.3-1.3**

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.

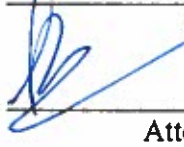
Ebert Construction Co., Inc.

Principal


Lisa Biederich, Vice President

Liberty Mutual Insurance Company

Surety


Attorney-in-fact Sophia Reyes

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.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209702-674003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kevin D. Kalish, Sophia Reyes, Tyler Wigger

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of March, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 30th day of March, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries,

Attachment: Contract Flat Rock Rd Culvert Replacement Project No. O.3-1.3 (13583 : Contract Flat Rock Rd. Culvert Replacement)



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: Evan McMillan, Assistant Public Works Director

MEETING: July 20, 2023

SUBJECT: Union Rd. Culvert Replacement Project No. I.0-9.9

PRESENTER: Evan McMillan, Assistant Public Works Director

On June 22, 2023, during the regularly scheduled Board of County Commissioners Meeting, Riley County Commissioners accepted the Bid from Reece Construction Co., Inc. for the above mentioned project. Attached for your approval is the contract with Reece Construction Co., Inc. for the Union Road Culvert Replacement Project No. I.0-9.9 in the amount of \$199,790.16, and 40 working days. The starting date for this project is August 14, 2023.

This is a sales tax funded project.

POSSIBLE MOTION(S)

Move to sign and approve the contract from Reece Construction Co., Inc. in the amount of \$199,790.16.

Enclosures:

- Contract_Reece Construction Co._Union Rd Culvert Replacement Project I.0-9.9 (PDF)

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the people of Riley County, Kansas, acting through their County Commissioners, thereunto duly authorized to do so, party of the first part and hereinafter called the Owner, and Reece Construction Co., Inc., 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:

Union Road Culvert Replacement Project No. I.0-9.9

In accordance with the drawings, specifications, and other contract documents prepared by SMH Consultants, and

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

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

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

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

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

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

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

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

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

g. Bonds.

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

h. Owner's "Contractual Provisions Attachment"

ARTICLE III. The Contractor shall start work on or within ten days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract or on a subsequent date designated and authorized by the Owner in said order and the Contractor shall complete said work within **40 working days** as stated in his proposal.

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

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

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

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

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

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

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

ARTICLE VIII. The Owner shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as compensation therefore, the unit bid prices stipulated in the Proposal attached hereto for the various items of work in accordance with the provisions of the contract documents. The total contract price shall be determined on the basis of the actual quantities of work performed and materials furnished as authorized and determined in accordance with the provisions of the contract documents. The total bid price, determined on the basis of approximate quantities listed in the above mentioned Schedule of Bid Prices is in the amount of **One Hundred Ninety-Nine Thousand Seven Hundred Ninety Dollars and Sixteen Cents (\$199,790.16).**

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

Kathryn Focke, Chairperson

CONTRACTOR
REECE CONSTRUCTION CO., INC.

By

Title

Address

Marynell Foster
President

PO BOX 3227, Salina, KS
67402

ATTEST: County Clerk

* * * * *

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

County Counselor

Attachment to "Contract" Between Riley County (hereinafter "County"), and
Reece Construction Co., Inc. (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 [Click here to enter a date](#).

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

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

6. **LEASE/PURCHASE AGREEMENTS, LEASES WITH AN OPTION TO BUY, AND INSTALLMENT PURCHASE AGREEMENTS.**

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

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

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

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

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

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

14. **TERM AND TERMINATION.**

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

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

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

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

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

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

16. **PERSONNEL.**

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

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

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

17. PROHIBITION OF CONFLICTS OF INTEREST.

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

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

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

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

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

20. RECORDS, REPORTS AND INSPECTION.

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

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

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

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

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

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

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

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

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

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

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

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

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
Kathryn Focke, Chairperson

Date

Contractor

~~REECE~~ CONSTRUCTION CO., INC.
Reece

By: *Marumelt Perst*

7/5/23

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Bond No. K41658228

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

that the Contractor Reece Construction Co., Inc. of _____, as
 principal, and as surety Pacific Indemnity Company
 a corporation authorized under the laws of the State of WI
 with general offices in Whitehouse Station, NJ
 and authorized to transact business in the State of Kansas are held and firmly bound unto
 Riley County, Kansas as Owner, in the penal sum of One Hundred Ninety-Nine Thousand Seven
Hundred Ninety Dollars and Sixteen Cents (\$199,790.16)

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

**Union Road Culvert Replacement
 Project No. I.0-9.9**

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

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

force and effect.

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

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

Reece Construction Co., Inc.

Principal

Maremel



Pacific Indemnity Company

Surety

Linda L. Nutt

Linda L. Nutt, Attorney-in-fact

Surety Phone No. 215-640-1000

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.

CHUBB®**Power of Attorney**

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Linda L. Nutt**

Surety Bond Number: K41658228

Obligee: Riley County, Kansas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 3rd day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 3rd day of January, 2022, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

Bond No. K41658228

STATUTORY BOND

K N O W A L L M E N B Y T H E S E P R E S E N T S

that the Contractor Reece Construction Co., Inc., as principal, and as surety
Pacific Indemnity Company a corporation authorized under the laws of the State of
WI with general offices in Whitehouse Station, NJ and authorized to transact
 business in the State of Kansas are held and firmly bound unto the State of Kansas in the penal sum of
One Hundred Ninety-Nine Thousand Seven Hundred Ninety Dollars and Sixteen Cents (\$199,790.16)
 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

**Union Road Culvert Replacement
 Project No. I.0-9.9**

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

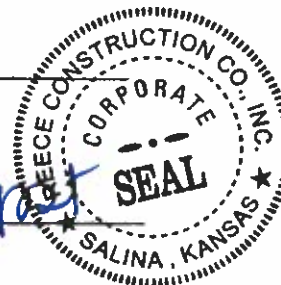
thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the Contract Documents.

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.

Reece Construction Co., Inc.

Principal

Marell Fort



Pacific Indemnity Company

Surety ,

Linda L. Nutt

Linda L. Nutt, Attorney-in-fact

Surety Phone No. 215-640-1000

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.

CHUBB'**Power of Attorney**

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Linda L. Nutt**

Surety Bond Number: K41658228

Obligee: Riley County, Kansas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 3rd day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 3rd day of January, 2022, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ACILAAN
NOTARY PUBLIC OF NEW JERSEY
No. 2316680
Commission Expires July 16, 2024

Katherine J. Acilaan
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com



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: July 20, 2023

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2023-07 EMS CBeffa EAF (DOCX)
- 2023-07 Fire CPlemons EAF (DOCX)
- 2023-07 Fire CCopeland EAF (DOCX)
- 2023-07 Fire SBach EAF (DOCX)
- 2023-07 Fire ZBeard EAF (DOCX)
- 2023-07 Fire ACisneros EAF (DOCX)
- 2023-07 Fire JMoore EAF (DOCX)
- 2023-07 Fire MMorrand EAF (DOCX)
- 2023-07 Fire JStroda EAF (DOCX)
- 2023-07 Fire MLobsinger EAF (DOCX)
- 2023-07 Fire TTaphorn EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Courtney Beffa**Status Change Date:** 07/17/2023**Status Change:** Separation**Date of Hire:** 08/22/2021**Seniority:** 1 Years, 10 Month(s)**Position:** EMT**Position Type:** Full-Time**Pay Range:** 20**Pay Type:** Hourly**Base Rate:** \$16.96**Annualized Pay:** \$35,276.80**Funds Codes:** 1-County General**Supervisor:** Sherry Reinhardt**Department Head:** David Adams

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-07 EMS CBeffa EAF (13596 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Cortney Plemons**Status Change Date:** 02/01/2023**Status Change:** Separation**Date of Hire:** 09/03/2019**Seniority:** 3 Years, 10 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-07 Fire CPlemons EAF (13596 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Charlie Copeland**Status Change Date:** 02/01/2023**Status Change:** Separation**Date of Hire:** 01/11/2013**Seniority:** 10 Years, 6 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-07 Fire CCopeland EAF (13596 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Sean Bach**Status Change Date:** 02/01/2023**Status Change:** Separation**Date of Hire:** 11/01/2017**Seniority:** 5 Years, 8 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-07 Fire SBach EAF (13596 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Zacharie Beard**Status Change Date:** 02/01/2023**Status Change:** Separation**Date of Hire:** 01/19/2020**Seniority:** 3 Years, 5 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-07 Fire ZBeard EAF (13596 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Austin Cisneros**Status Change Date:** 02/01/2023**Status Change:** Separation**Date of Hire:** 08/23/2021**Seniority:** 1 Years, 10 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-07 Fire ACisneros EAF (13596 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Jesse Moore**Status Change Date:** 02/01/2023**Status Change:** Separation**Date of Hire:** 09/01/2019**Seniority:** 3 Years, 0 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-07 Fire JMoore EAF (13596 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Meganne Morrand**Status Change Date:** 02/01/2023**Status Change:** Separation**Date of Hire:** 09/03/2019**Seniority:** 3 Years, 0 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-07 Fire MMorrand EAF (13596 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Jacob Stroda**Status Change Date:** 02/01/2023**Status Change:** Separation**Date of Hire:** 05/13/2021**Seniority:** 1 Years, 4 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-07 Fire JStroda EAF (13596 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Michael Lobsinger**Status Change Date:** 02/01/2023**Status Change:** Separation**Date of Hire:** 05/10/2021**Seniority:** 1 Years, 4 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-07 Fire Mlobsinger EAF (13596 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Thomas Taphorn**Status Change Date:** 02/01/2023**Status Change:** Separation**Date of Hire:** 08/05/2021**Seniority:** 1 Years, 1 Month**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-07 Fire TTaphorn EAF (13596 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
July 24, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Press Conference Topics

Review Tentative Agenda

9:00 AM

Amanda Webb, Planning/Special Projects Director

1. Discuss proposed Stadel Road Benefit District

9:30 AM

Press Conference

9:35 AM

Amanda Webb, Planning/Special Projects Director

2. Memo from Riley County Planning Board regarding annual review of the Comprehensive Plan
3. Comprehensive Plan update

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

10:30 AM

Julie Gibbs, Health Department Director

5. Out of State Travel Request

10:35 AM

Evan McMillan, Assistant County Engineer

6. Agreement with Terracon for Geotechnical Engineering Services for University Park Lagoons

Attachment: 07-24-23 tentative agenda (12855 : Tentative Agenda)

10:45 AM Amanda Webb, Planning/Special Projects Director

7. Keats sewer project funding

12:00 PM Intergovernmental Luncheon

2:00 PM Fence View at approximately 2:00 p.m. at location for Nelson/Rhoton

8. This fence view by the Board of Riley County Commissioners, acting as fence viewers by statute, will take place involving a fence separating parcels owned by Roger and Penny Nelson and Shane Rhoton. Directions to the fence view location are as follows: From highway 77, turn east on Swede Creek road. Go approximately 5 miles to Bellegarde road and turn east. Go 1/4 mile and property is on the north. Enter the pasture gate and follow trail to the pond and fence. The view will begin at approximately 2 p.m. and be concluded by approximately 3 p.m.

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: 07-24-23 tentative agenda (12855 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
July 27, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Presentation of Riley County Commissioners 4-H cookie jar by Riley County 4-H King and Queen

Commission Comments

Business Meeting

2. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Barry Wilkerson, County Attorney

3. Staff update

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

9:35 AM

Cory Meyer, IT/GIS Director

5. Staff update

9:50 AM

Shelly Williams, Community Corrections Director

6. Staff update

10:05 AM

Vivienne Leyva, PIO

7. PIO update

Adjournment

Attachment: 07-27-23 tentative agenda (12855 : Tentative Agenda)

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.



REGISTER OF DEEDS
Staff Update

Amy Manges
Register of Deeds
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6340

STAFF REPORT

FROM: Amy Manges, Register of Deeds
MEETING: July 20, 2023
SUBJECT: Year-To-Date-Revenue
PRESENTER: Amy Manges

Enclosures:

- BOCC Report - July 2023 (DOC)

TO: Board of County Commissioners
FROM: Amy Manges, Register of Deeds
DATE: July 20, 2023
SUBJECT: 2023 Year-To-Date Revenue

The following is a brief summary of revenue figures through 3:00 p.m., July 17, 2023 with comparable year-to-date information for 2022:

	<u>2022</u>	<u>2023</u>
Total Mortgage Amount (Indebtedness)	\$580,456,869	\$211,388,248
Recording Fees	\$284,326	\$194,576
Heritage Trust Fund	\$20,946	\$14,383
Register of Deeds Tech Fund	\$41,892	\$28,766
Treasurer Tech Fund	\$10,473	\$7,192
Clerk Tech Fund	\$10,473	\$7,192
Copy Fees	\$28,807	\$24,891
 Total Year-To-Date Revenue	 \$396,917	 \$277,000

Note: There is a \$30,000 per year limit on what is transferred to the state for the Heritage Trust Fund. Any amount over \$30,000 will be transferred to County General at the end of the year.

<u>Plats</u>	<u>2022</u>	<u>2023</u>
Total Plats Filed	7	18
Total Platted Lots	10	35

Estimated 2023 Revenue

Recording Fees = \$300,000

Heritage Trust Fund = \$25,000

Copy Fees = \$25,000

Total = \$350,000

Register of Deeds Tech Fund = \$50,000

Attachment: BOCC Report - July 2023 (13598 : Year to Date Revenue)

Staff Update:

- Recorded 4,023 documents compared to 5,905 in 2022
- Rescanning books 239 – 332 from years 1953 thru 1969
- Continue to cross train employees
- Attended Register of Deeds Seminar in Garden City June 13-16th
- New features added to Property Fraud Alert service in July
 - Improved website interface
 - Bilingual design and support
 - Text alerts

- Tracking daily revenue loss due to changes in filing and mortgage registration fees.
Year to date revenue lost in 2023 due to fee changes totals \$392,448



COUNTY TREASURER'S OFFICE
Staff Update

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

STAFF REPORT

FROM: Shilo Heger

MEETING: July 20, 2023

SUBJECT: June 2023 Revenue Reporting - Riley County Treasurer

PRESENTER: Shilo Heger

Enclosures:

- June 2023 Financials (PDF)

Riley County Balance Sheet
June 30, 2023

12.a

Assets		Liabilities/Fund Balances		
KS State Bank-Checking	57,393,056.57	County General		28,040,859.06
KS State Bank-ARP	14,131,472.20	Disaster Fund (ARPA Funds)		14,131,475.04
Riley State Bank	137,107.08	Health Department		1,630,624.64
Leonardville State Bank	5,000.00	Capital Improvements Fund		15,082,998.63
Sunflower Bank	0.00	Economic Development		370,919.35
Cash on Hand	33,358.25	RCPD Levy/Inmate Medical		2,244,973.32
CD/CDARS	10,954,873.32	Bond & Interest		549,472.35
		Road & Bridge Capital Projects		6,949,743.05
		Road & Bridge .20 Sales Tax		826,390.82
		Landfill Closure		52,684.51
		County Building		244,050.42
		County Auction		308,885.97
		Solid Waste		650,209.12
		Emergency Management		742,722.40
		Fire District #1		1,149,732.32
		Register of Deeds Tech Fund		145,480.75
		Clerk Tech Fund		156,259.51
		Treasurer Tech Fund		102,389.82
		Motor Vehicle Operations		199,360.68
		RCPD Ops/IT Reserve/Seizure		2,849,697.55
		District Court-Technology		163,514.38
		Court Services		3,775.00
		EMS Grants		6,610.91
		Museum Bequest		6,582.25
		War Memorial Fund		10,610.07
		KS Opioid Settlement		118,118.02
		LATCF Funds		50,000.00
		Miscellaneous		42,323.12
		Community Corrections		131,212.20
		JJA Prevention	Teen Court	Adult Services
		Juvenile Intake Case Manager	Juvenile Service	Special Alcohol
		County Attorney		5,553.49
		Special Prosecutor Trust	PATF	
		Benefit Districts		1,029,524.87
		University Park	Moehlman Bottoms	Deep Creek
		Carson Sewer	Valleywood	Lakeside Heights
		Hunters Island	Terra Heights	Konza
		Mertz/McGehee Drainage		
		Funds to be Distributed		137,584.25
		City Funds	Wildlife & Parks	School Funds
		Township Funds	Special Assessments	State Funds
		Cemetery Funds		
		Tax Holding Funds		4,520,529.55
		Commercial Vehicle Fees	16/20M Truck Taxes	Advance Tax
		Recreational Vehicle Tax	Current Ad Valorem Tax	Sales Tax Coll
		Motor Vehicle Tax	Delinquent PP Tax	Driver's License
		Motor Vehicle Registrations	Delinquent RL Tax	Veh Rental Excise
TOTAL ASSETS	\$ 82,654,867.42	TOTAL LIABILITIES & FUND BAL		82,654,867.42

Investments and Interest
June 30, 2023
Investments & Year to Date Interest

Bank	CDs	Checking Savings	Year to Date Interest	2022 Interest
KS State Bank	\$0.00	\$71,524,528.77	\$1,616,414.36	
Riley State Bank	\$1,800,000.00	\$137,107.08	\$299.61	
Peoples State Bank	\$0.00	\$5,000.00	\$11.15	
Sunflower	\$0.00	\$0.00	\$0.00	
UMB	\$1,700,000.00	\$0.00	\$0.00	
Landmark National Bank	\$0.00	\$0.00	\$0.00	
Intrust	\$4,000,000.00	\$0.00	\$0.00	
Capitol Federal	\$1,000,000.00	\$0.00	\$0.00	
Community 1st National Bank	\$0.00	\$0.00	\$0.00	
United Bank	\$0.00	\$0.00	\$0.00	
Municipal Investment Pool	\$600,000.00	\$0.00	\$11,200.00	
Commerce Bank	\$1,854,873.32	\$0.00	\$45,930.94	
Central National Bank	\$0.00	\$0.00	\$0.00	
Total	\$10,954,873.32	\$71,666,635.85	\$1,673,856.06	\$866,534.32
Cash & Transfer items	\$33,358.25			
Total on Deposit	\$82,654,867.42			
			2023	2022
Interest Transfers				
Capital Improvements #145			\$210,698.43	\$97,892.50
Emergency 911 #148			\$15,276.15	\$8,038.12
Reg of Deeds Technology #106			\$3,682.40	\$1,853.76
Clerk Technology #107			\$3,219.99	\$1,420.31
Treasurer Technology #108			\$2,063.20	\$885.32
RCPD Seizure Funds			\$7,045.13	\$2,912.10
Total Transfers			\$241,985.30	\$113,002.11
Net Interest to County General			\$1,431,870.76	\$753,532.21
Less Interest Paid for Treasury Bond			\$0.00	-\$2,633.40
Net Interest Earned			\$1,431,870.76	\$750,898.81
Budget			\$ 100,000.00	\$25,000.00
% Collected			1431.87%	3014.13%
Interest - ARPA Fund			\$327,992.23	\$888.53
Interest rate on active checking account		5.22%		
Interest rate on one year investments		5.31%		

Attachment: June 2023 Financials (13581 : June Treasurer's Report-2023)

General Fund Revenue Detail

Through June 30, 2023

	June		Year To Date		
	Actual	Budget	Actual	Budget	Variance
Motor Vehicle					
Motor Vehicle	0.00	0.00	1,054,309.22	1,077,895.00	-23,585.78
Vehicle Rental Excise	0.00	0.00	21,267.30	10,578.00	10,689.30
Recreational Vehicle	0.00	0.00	9,600.57	9,623.00	-22.43
Commercial Vehicles	0.00	0.00	77,619.59	80,380.00	-2,760.41
Ad Valorem					
RL/Oil/PP	0.00	0.00	23,989,978.58	24,029,886.00	-39,907.42
Intangible	0.00	0.00	249,014.67	189,235.00	59,779.67
16/20 M Trucks	0.00	0.00	12,855.73	16,268.00	-3,412.27
Watercraft	0.00	0.00	10,811.67	7,453.00	3,358.67
Delinquent Tax	0.00	0.00	214,460.57	0.00	214,460.57
Sales Tax	176,160.38	150,000.00	1,118,820.66	900,000.00	218,820.66
Payment In Lieu of Tax	42,953.00	0.00	42,953.00	0.00	42,953.00
City/County Highway	0.00	0.00	511,536.25	552,505.50	-40,969.25
Interest/Penalties	53,908.24	25,000.00	171,117.16	150,000.00	21,117.16
Investment Interest	392,699.05	8,333.33	1,431,870.76	50,000.00	1,381,870.76
Recording Fees	41,796.00	25,000.00	172,226.00	150,000.00	22,226.00
Hertiage Trust Fund	3,126.00	2,083.33	12,738.00	12,500.00	238.00
Juvenile Supervision Fees	34.11	41.67	67.27	250.00	-182.73
Diversion Fees	5,367.03	4,666.67	21,105.60	28,000.00	-6,894.40
Franchise Fees	0.00	0.00	13,153.93	17,500.00	-4,346.07
Miscellaneous	47.00	0.00	135.72	0.00	135.72
Departments					
Clerk	60.00	250.00	428.75	1,500.00	-1,071.25
Register of Deeds	2,938.15	2,083.33	22,518.80	12,500.00	10,018.80
Treasurer	444.18	666.67	2,128.49	4,000.00	-1,871.51
Clerk of the District Court	6,949.92	3,750.00	23,082.36	22,500.00	582.36
Emergency Management	610.30	375.00	86,517.30	2,250.00	84,267.30
Coroner	0.00	0.00	4,193.60	0.00	4,193.60
Fair	274.00	1,666.67	15,146.50	10,000.00	5,146.50
Museum	0.00	0.00	0.00	0.00	0.00
Election	496.46	416.67	1,739.65	2,500.00	-760.35
Ambulance/EMS	149,947.32	110,430.42	939,517.29	662,582.50	276,934.79
Appraiser	75.00	1,416.67	4,806.66	8,500.00	-3,693.34
Planning & Development	3,700.00	3,166.67	20,089.00	19,000.00	1,089.00
Information Systems	0.00	0.00	24,880.78	0.00	24,880.78
General-General	4,312.73	0.00	43,877.91	0.00	43,877.91
Public Works	33,462.45	40,000.00	182,945.11	240,000.00	-57,054.89
Noxious Weed	23,726.94	10,000.00	59,592.73	60,000.00	-407.27
Total Before Transfers	943,088.26	389,347.08	30,567,107.18	28,327,406.00	2,239,701.18
Transfers In	12,867.65	0.00	21,830.86	0.00	0.00
Total After Transfers	955,955.91	389,347.08	30,588,938.04	28,327,406.00	2,261,532.04
Over/Under Budget Before Transfers	142.22%		7.91%		
Over/Under Budget After Transfers	145.53%		7.98%		

Attachment: June 2023 Financials (13581 : June Treasurer's Report-2023)

2023 General Fund Revenue

Year To Date

12.a

	June		Year To Date		
	Actual	Budget	Actual	Budget	% of Budget Collected
Motor Vehicle					
Motor Vehicle	0.00	0.00	1,054,309.22	2,033,757.00	51.84%
Vehicle Rental Excise	0.00	0.00	21,267.30	21,156.00	100.53%
Recreational Vehicle	0.00	0.00	9,600.57	18,872.00	50.87%
Commercial Vehicles	0.00	0.00	77,619.59	80,380.00	96.57%
Ad Valorem					
RL/Oil/PP	0.00	0.00	23,989,978.58	25,294,617.00	94.84%
Intangible	0.00	0.00	249,014.67	195,087.00	127.64%
16/20 M Trucks	0.00	0.00	12,855.73	16,770.00	76.66%
Watercraft	0.00	0.00	10,811.67	7,683.00	140.72%
Delinquent Tax	0.00	0.00	214,460.57	0.00	0.00%
Sales Tax	176,160.38	150,000.00	1,118,820.66	1,800,000.00	62.16%
Payment In Lieu of Tax	42,953.00	0.00	42,953.00	40,000.00	107.38%
City/County Highway	0.00	0.00	511,536.25	1,105,011.00	46.29%
Interest/Penalties	53,908.24	25,000.00	171,117.16	300,000.00	57.04%
Investment Interest	392,699.05	8,333.33	1,431,870.76	100,000.00	1431.87%
Recording Fees	41,796.00	25,000.00	172,226.00	300,000.00	57.41%
Hertiage Trust Fund	3,126.00	2,083.33	12,738.00	25,000.00	0.00%
Juvenile Supervision Fees	34.11	41.67	67.27	500.00	13.45%
Diversion Fees	5,367.03	4,666.67	21,105.60	56,000.00	37.69%
Franchise Fees	0.00	0.00	13,153.93	35,000.00	37.58%
Miscellaneous	47.00	0.00	135.72	0.00	0.00%
Departments					
Clerk	60.00	250.00	428.75	3,000.00	14.29%
Register of Deeds	2,938.15	2,083.33	22,518.80	25,000.00	90.08%
Treasurer	444.18	666.67	2,128.49	8,000.00	26.61%
Clerk of the District Court	6,949.92	3,750.00	23,082.36	45,000.00	51.29%
Emergency Management	610.30	375.00	86,517.30	4,500.00	0.00%
Coroner	0.00	0.00	4,193.60	0.00	0.00%
Fair	274.00	1,666.67	15,146.50	20,000.00	75.73%
Museum	0.00	0.00	0.00	0.00	0.00%
Election	496.46	416.67	1,739.65	5,000.00	34.79%
Ambulance/EMS	149,947.32	110,430.42	939,517.29	1,325,165.00	70.90%
Appraiser	75.00	1,416.67	4,806.66	17,000.00	28.27%
Planning & Development	3,700.00	3,166.67	20,089.00	38,000.00	52.87%
Information Systems	0.00	0.00	24,880.78	0.00	0.00%
General-General	4,312.73	0.00	43,877.91	0.00	0.00%
Public Works	33,462.45	40,000.00	182,945.11	480,000.00	38.11%
Noxious Weed	23,726.94	10,000.00	59,592.73	120,000.00	49.66%
Total Before Transfers	943,088.26	389,347.08	30,567,107.18	33,520,498.00	91.19%
Transfers In	12,867.65	0.00	21,830.86	300,000.00	0.00%
Total After Transfers	955,955.91	389,347.08	30,588,938.04	33,820,498.00	90.44%
Over/Under Budget Before Transfers	142.22%				
Over/Under Budget After Transfers	145.53%				
June = 50% of the Budget					

Attachment: June 2023 Financials (13581 : June Treasurer's Report-2023)

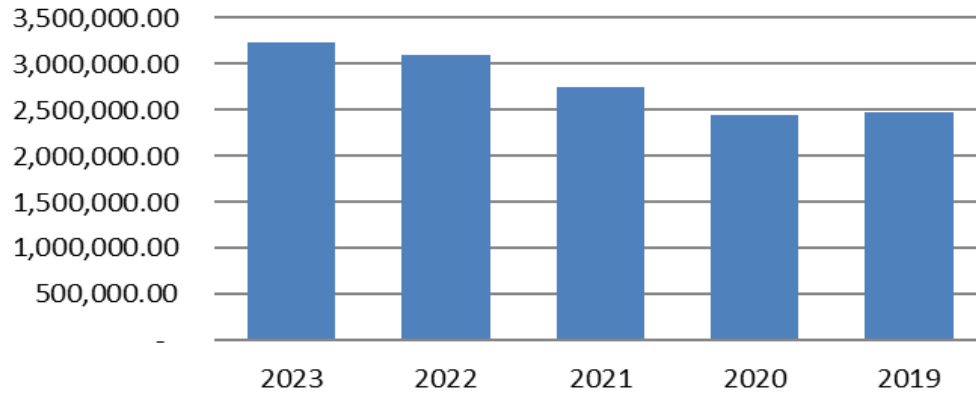
Sales Tax Received
June 30, 2023

	County General			2013 R&B .50% Sales Tax	2013 R&B .50% Sales Tax	2023 R&B .20% Sales Tax	Prior Year Variance	Total Collected	2023 Budget	% Over Budget
	2022	2023	Prior Year Variance	2022	2023					
January (Nov)	176,613.72	193,878.41	9.78%	176,613.72	193,878.40	0.00	9.78%	387,756.81	300,000.00	29.25%
February (Dec)	203,380.11	211,882.26	4.18%	203,380.11	211,882.25	0.00	4.18%	423,764.51	300,000.00	41.25%
March (Jan)	164,982.21	168,813.93	2.32%	164,982.20	0.00	195,644.52	18.59%	364,458.45	300,000.00	21.49%
April (Feb)	153,999.52	170,747.53	10.88%	153,999.52	0.00	197,885.43	28.50%	368,632.96	300,000.00	22.88%
May (Mar)	191,055.04	197,338.15	3.29%	191,055.03	0.00	228,702.28	19.70%	426,040.43	300,000.00	42.01%
June (Apr)	194,557.33	176,160.38	-9.46%	194,557.33	0.00	204,158.59	4.93%	380,318.97	300,000.00	26.77%
July (May)	166,841.98		-100.00%	166,841.98	0.00		-100.00%	0.00	300,000.00	-100.00%
August (June)	188,561.83		-100.00%	188,561.83	0.00		-100.00%	0.00	300,000.00	-100.00%
September (July)	227,154.27		-100.00%	227,154.26	0.00		-100.00%	0.00	300,000.00	-100.00%
October (Aug)	146,657.85		-100.00%	146,657.84	0.00		-100.00%	0.00	300,000.00	-100.00%
November (Sept)	215,216.37		-100.00%	215,216.36	0.00		-100.00%	0.00	300,000.00	-100.00%
December (Oct)	194,581.96		-100.00%	194,581.95	0.00		-100.00%	0.00	300,000.00	-100.00%
Year to Date	\$2,223,602.19	\$1,118,820.66		\$2,223,602.13	\$405,760.65	\$826,390.82	-49.68%	\$2,350,972.13	\$3,600,000.00	-34.70%

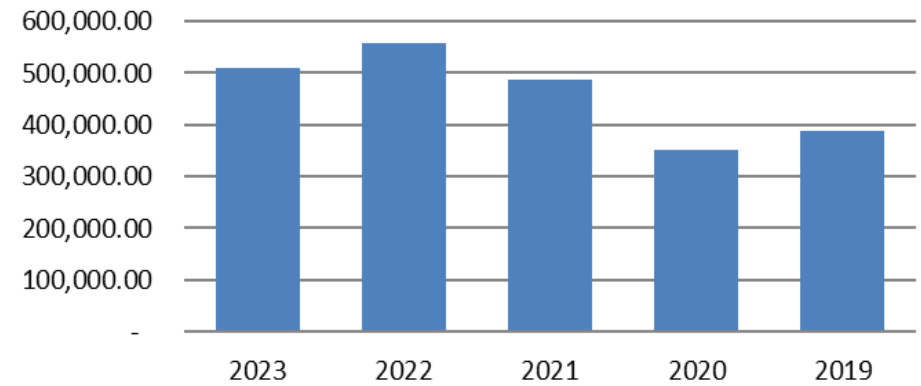
	2022	2023
Sales Tax Collected	\$4,447,204.32	\$2,350,972.13
Budget	\$3,400,000.00	\$3,600,000.00
% of Budget Collected	130.80%	65.30%
% Over Budget	30.80%	15.30%

Attachment: June 2023 Financials (13581 : June Treasurer's Report-2023)

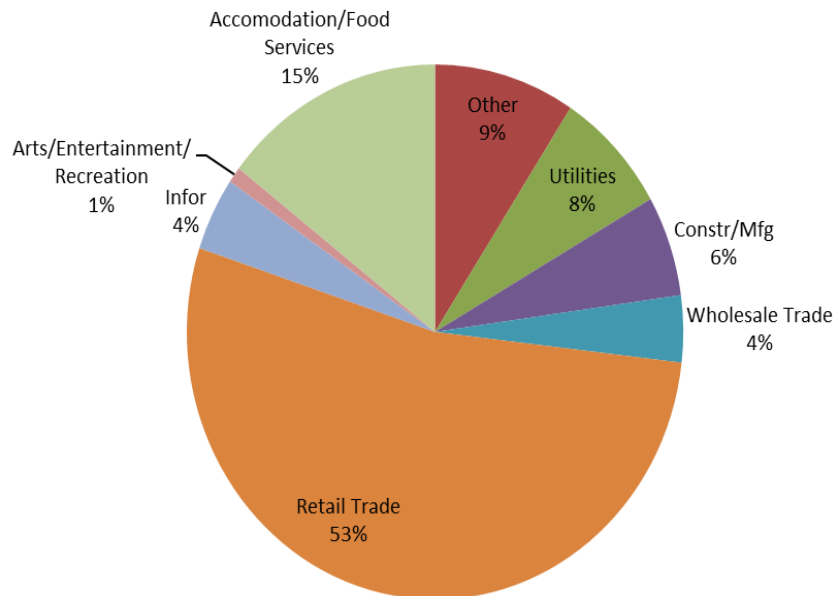
.50% General Fund Sales Tax Year to Date June (Apr Sales)



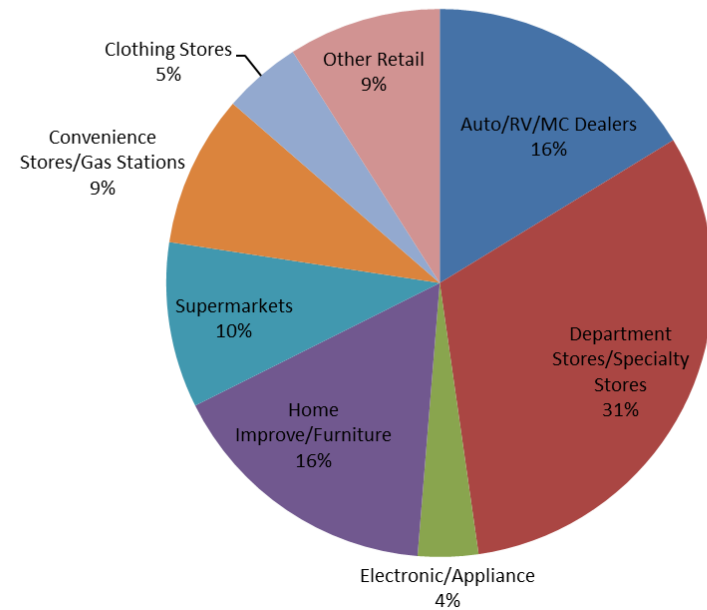
.50% General Fund Sales Tax June (Apr Sales)



June Sales Tax Report April Sales by Type



June Sales Tax Report April Retail Sales



June 2023 (Apr Sales)

			State Treasurer
Sales Tax			
Leonardville	420,987.05	0.003611	1,520.20
Ogden	420,987.05	0.015657	6,591.49
Randolph	420,987.05	0.001305	549.57
Riley	420,987.05	0.009689	4,079.14
Manhattan	420,987.05	0.624109	262,741.91
County	420,987.05	0.345628	145,504.74
		0.999999	420,987.05

Use Tax			
Leonardville	88,695.56	0.003611	320.28
Ogden	88,695.56	0.015657	1,388.72
Randolph	88,695.56	0.001305	115.79
Riley	88,695.56	0.009689	859.42
Manhattan	88,695.56	0.624109	55,355.71
County	88,695.56	0.345628	30,655.64
		0.999999	88,695.56

.50 Sales Tax	509,682.61
----------------------	-------------------

.20 Sales Tax	204,158.59
----------------------	-------------------

Total Sales Tax	713,841.20
------------------------	-------------------



EXTENSION
Staff Update

Gary Fike
County Extension
Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6350

STAFF REPORT

FROM: Gary Fike, County Extension Director
MEETING: July 20, 2023
SUBJECT: Fairgrounds Task Force Update
PRESENTER: Gary Fike

Gary will give an update on the Task Force discussions and progress

Enclosures:

- July 20 2023 BOCC Report (PPTX)

Riley County K-State Research and Extension: Riley County Fairgrounds Task Force

GARY D. FIKE

RILEY COUNTY EXTENSION DIRECTOR

APRIL 20, 2023

K-STATE
Research and Extension

Riley County

Task Force Members

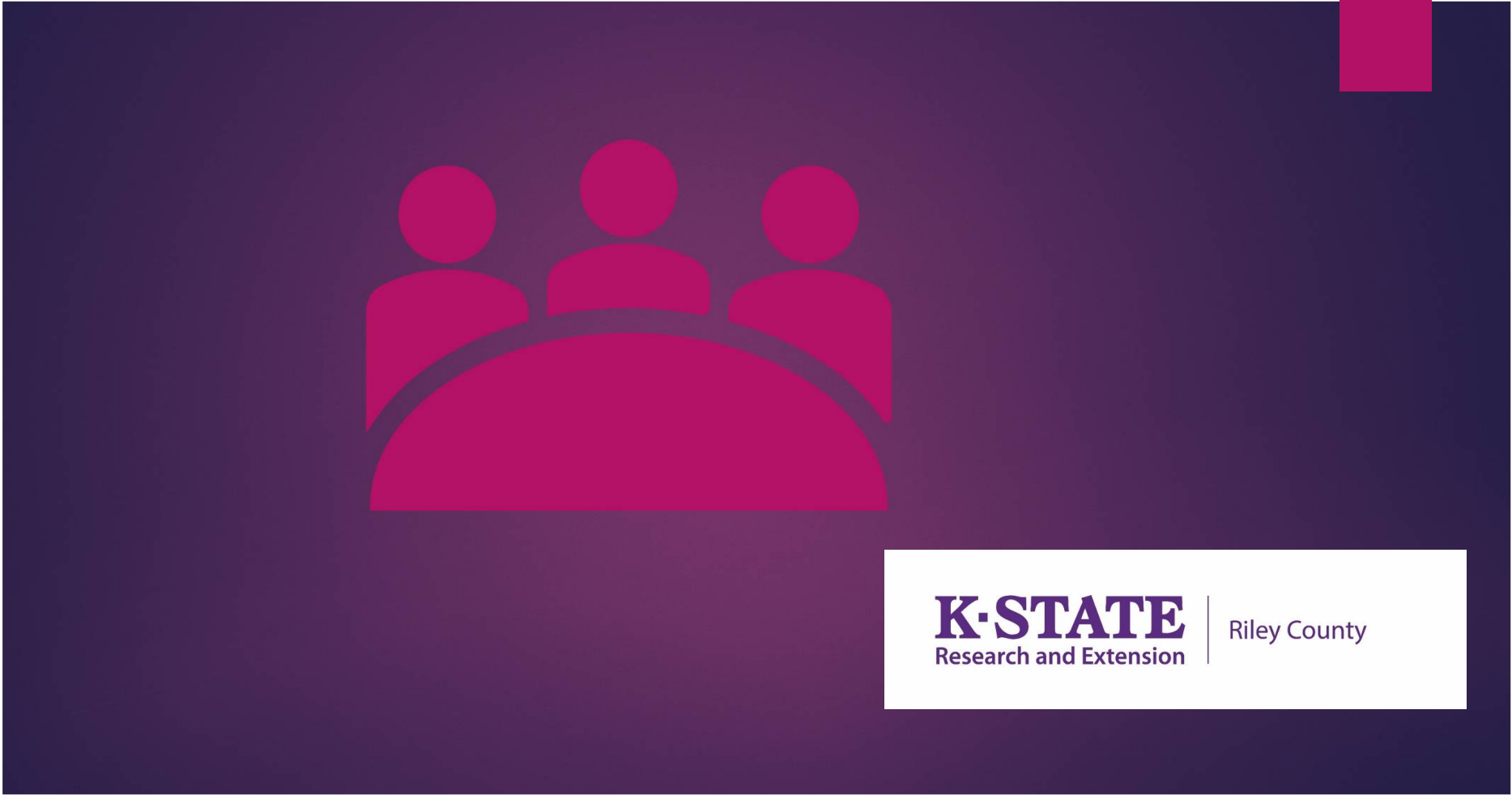
- u Gary Fike, RL County Extension Director – chair
- u Dave Lewis - BOCC
- u John Wienck - BOCC
- u Russ Briggs – BOCC
- u Sue Maes, City of Manhattan
- u Lance Sharp – RL County Fair Board
- u Craig Poe – RL County Extension
- u Mike Day – College of Agriculture
- u Greg Lohrentz – KSU Foundation
- u Randy Holle – Kaw Valley Rodeo Association
- u Natalie Gordon – Riley County Rural Economic Development Advisory Board

K-STATE
Research and Extension

Riley County

Progress Report

- u Board met in June, July and have another meeting scheduled with the City of MHK on August 16th; will be the fourth meeting with great attendance.
- u We continue to look at the area west of public works, but also talking about Fairmont Park; other locations may possibly still exist
- u Last meeting with C of C – looking at JLL Study completed in 2022; looking at possibly examining again; was put on “hold” given KSU facility.
- u Visited with Wyatt Thompson and Aaron Stewart from the city to give them background and progress to date.
- u The issue continues to be money. Property tax and sales tax options appear to be no support for.
- u A county-wide survey?



Attachment: July 20 2023 BOCC Report (13597 : Fairgrounds Task Force Update)



PLANNING & DEVELOPMENT
Public Hearing

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

RESOLUTION

FROM: Bob Isaac, Planner

MEETING: July 20, 2023

SUBJECT: Replat Lots 4-10 Blue River Hills 2nd Addition into one lot.

PRESENTER: Bob Isaac, Planner

BACKGROUND

See staff report.

DISCUSSION

See staff report.

FISCAL IMPACT

None is anticipated

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)

On July 10, 2023, the Riley County Planning Board approved the Final Plat of Blue River Hills Addition Unit Seven, making a finding that the proposed request is consistent with the Riley County Land Development Regulations and the Sanitary Code.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Blue River Hills Addition Unit Seven, accepting any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat.

POSSIBLE MOTION(S)**ACTION NEEDED FOR PLAT:**

A. Motion to approve Resolution 072023-_____ acknowledging the approved Final Plat of Blue River Hills Addition Unit Seven and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that all the requirements of the Riley County Land Development Regulations and the Sanitary Code have been met.

Or

B. Motion to sign Resolution 072023-_____ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Blue River Hills Addition Unit Seven, as it was determined that all the requirements of the Riley County Land Development Regulations or the Sanitary Code have not been met.

ATTACHMENT(S):

- Staff report
- Maps
- Excerpt of Planning Board minutes

Enclosures:

- Staff Report BOCC (PDF)
- RCPB Minutes (PDF)
- Resolution (PDF)



PLANNING & DEVELOPMENT

STAFF REPORT

Replat

PETITION: #23-033

APPLICANT: Lesley M. Isom
9225 Shady Ln.
Manhattan, KS 66503

PROPERTY OWNER: Les & Brenda Isom
9225 Shady Ln.
Manhattan KS 66503

REPRESENTATIVE: Terry Force
342 Main St.
Wheaton, KS 66521

REQUEST: Replat Lots 4-10 Blue River Hills 2nd Addition into one lot.

SIZE OF TRACT: The subject site is approximately 3.63 acres.

LOCATION: Generally located approximately 180 feet west of Blue Ridge Road, on the south, west and north sides of Fawn Road; Section 30, Township 8 South, Range 7 East; Grant Township.

JURISDICTION: This application is subject to the requirements of the Riley County Land Development Regulations.



BACKGROUND: The subject property was originally platted as Lots 4, 5, 6, 7, 8, 9, and 10 of Blue River Hills 2nd Addition in July 1965 and later zoned “SF-3” (Single Family Residential) during the 1974 Zoning Conversion Process (see below). A small accessory structure currently occupies existing Lot 5. The applicants wish to combine the aforementioned lots into a single lot in order to build a residence. There is not a request or a requirement to rezone the property at this time.

DESCRIPTION:

Physical site characteristics: With the exception of the previously mentioned accessory structure occupying existing Lot 5, the subject property is vacant and predominantly overgrown with various mature trees.

General character of the area: The general character of the area is a mix of very low-density suburban residential development and undeveloped lots.

SUITABILITY OF ZONING:

Zoning History: The property was zoned A-1 (Single Family Residential) as part of the Zoning Conversion Process of 1974 (Petition #4). The zoning district was renamed to SF-1 (Single Family Residential) in May 2012. The zoning district was once again renamed to SF-2 (Single Family Residential) in January 2022.

Current Zoning: The subject property is currently zoned SF-2 (Single Family Residential). There are no variances, special uses or conditional uses associated with the site.

SURROUNDING ZONING/LAND USE		
	ADJACENT ZONING	LAND USE
NORTH	SF-2 (Single Family Residential)	Vacant residential
SOUTH	AG (Agricultural District)	Open space
EAST	SF-2 (Single Family Residential)	Vacant residential
WEST	AG (Agricultural District)	Open space

POTENTIAL IMPACT:

Public Facilities and Services:

Streets and bridges: The subject site has existing direct access to Fawn Road, a gravel, two-lane local road maintained by the township. There are no new entrances proposed with this request.

Water and sewer: The applicant is proposing to extend and connect to rural water (RWD #1). The applicant is also proposing that the subject site will be served by an alternative sanitary sewer system.

Fire: Riley County Fire District #1 will serve the site. The nearest County fire station is the Blue River Hills Fire Station, located at 6100 Bobwhite Ln. The subject site is located within five road miles of a fire station.

Effect on public facilities and services: It is not anticipated that the proposed replat will have an adverse impact on public facilities or services.

Effect on nearby property: It is not anticipated that the proposed replat will have an adverse impact on nearby property.

COMMENTS AND CONCERNS:

ENVIRONMENTAL HEALTH: The Riley County Environmental Health Specialist has reviewed the request and reported no concerns.

COUNTY ENGINEER: The County Engineer and Public Works have reviewed the request and reported no concerns.

EMERGENCY MANAGEMENT: Riley County Emergency Management has reviewed the request and reported no concerns.

TOWNSHIP TRUSTEE: The Grant Township Trustee was sent a Development Review Memo; no response was received.

RILEY COUNTY PLANNING BOARD:

On July 10, 2023, the Riley County Planning Board approved the Final Plat of Blue River Hills Addition Unit Seven, making a finding that the proposed request is consistent with the Riley County Land Development Regulations and the Sanitary Code.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Lakeside Heights Unit 6, accepting any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat.

ACTION NEEDED FOR PLAT:

A. Motion to approve Resolution 072023-_____ acknowledging the approved Final Plat of Blue River Hills Addition Unit Seven and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that all the requirements of the Riley County Land Development Regulations and the Sanitary Code have been met.

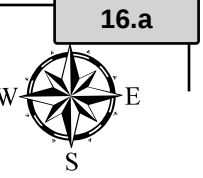
Or

B. Motion to sign Resolution 072023-_____ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Blue River Hills Addition Unit Seven, as it was determined that all the requirements of the Riley County Land Development Regulations or the Sanitary Code have not been met.

ATTACHMENTS:

- Vicinity/site map
- Surrounding zoning map
- Zoning map
- Fire Station map
- Final Plat map

Prepared by: Bob Isaac, Planner
July 11, 2023



VICINITY AND SITE

Isom
#23-033
Replat
Blue River Hills Unit Seven
30-8-7

 1000' Buffer
 Site



VICINITY

Attachment: Staff Report BOCC (13572 : Blue River Hills Addition Unit Seven)



SURROUNDING ZONING

Isom

#23-033
Replat

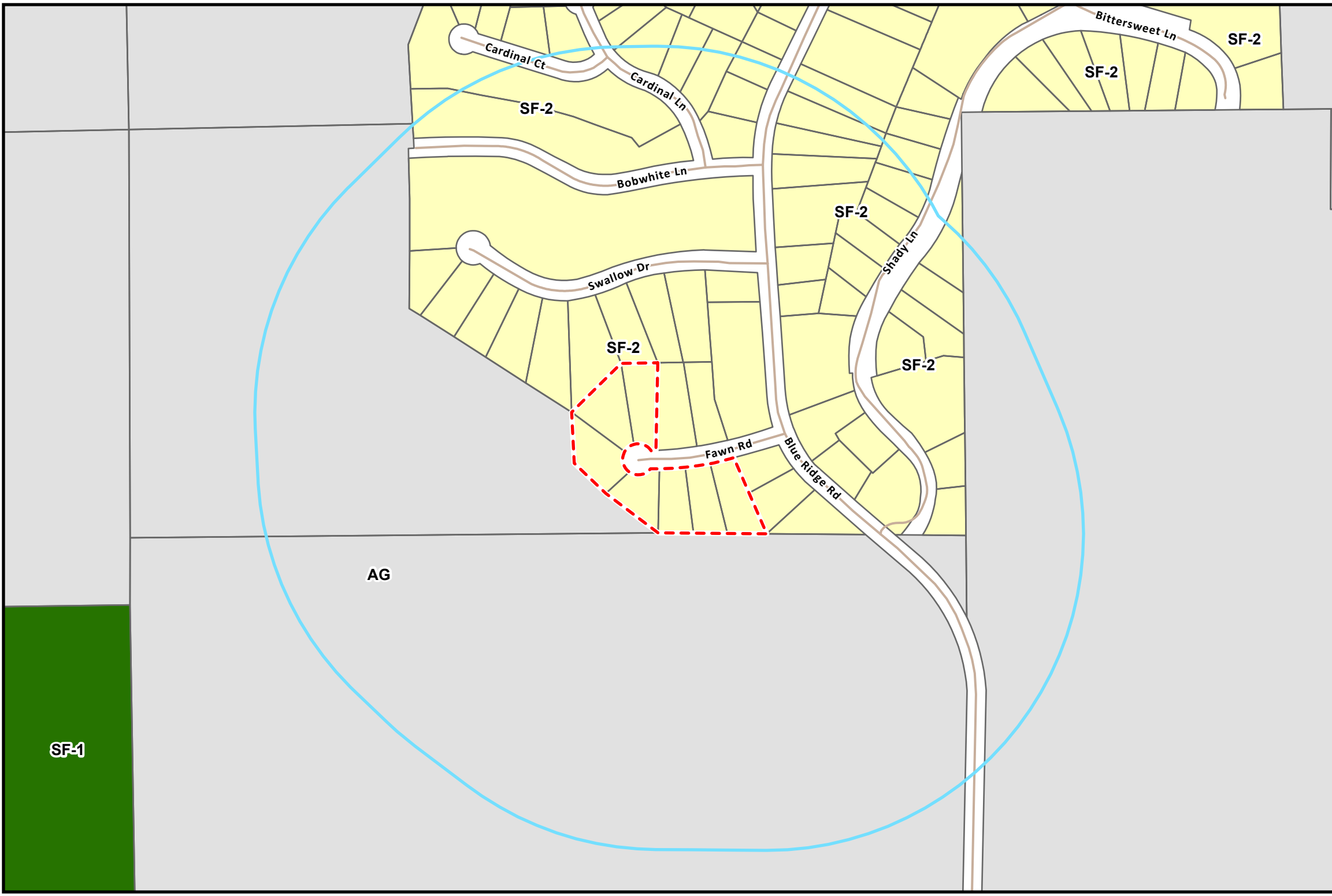
Blue River Hills Unit Seven

30-8-7

 1000' Buffer
 Site

-  AG Agricultural
-  AG-R AG/Residential
-  C-1 General Business
-  C-2 Highway Business
-  Fort Riley
-  I-1 Light Industrial
-  I-2 Heavy Industrial
-  MF Multi-Family
-  MHP Manufactured Home Park
-  PUD Planned Unit Development
-  SF-1 Single Family
-  SF-2 Single Family
-  SF-3 Single Family
-  TF Two-Family
-  U University
-  Special Zoning

Attachment: Staff Report BOCC (13572 : Blue River Hills Addition Unit Seven)





FLOODPLAIN

Isom
#23-033
Replat
Blue River Hills Unit Seven
30-8-7

- Floodplain
- 1% Annual Chance Flood (Unnumbered)
 - 1% Annual Chance Flood (Numbered)
 - Floodway
 - 1% Annual Chance Flood (1'-3' Depth)
 - 0.2% Annual Chance Flood

Attachment: Staff Report BOCC (13572 : Blue River Hills Addition Unit Seven)



FIRE STATIONS

Isom

#23-033
Replat

Blue River Hills Unit Seven

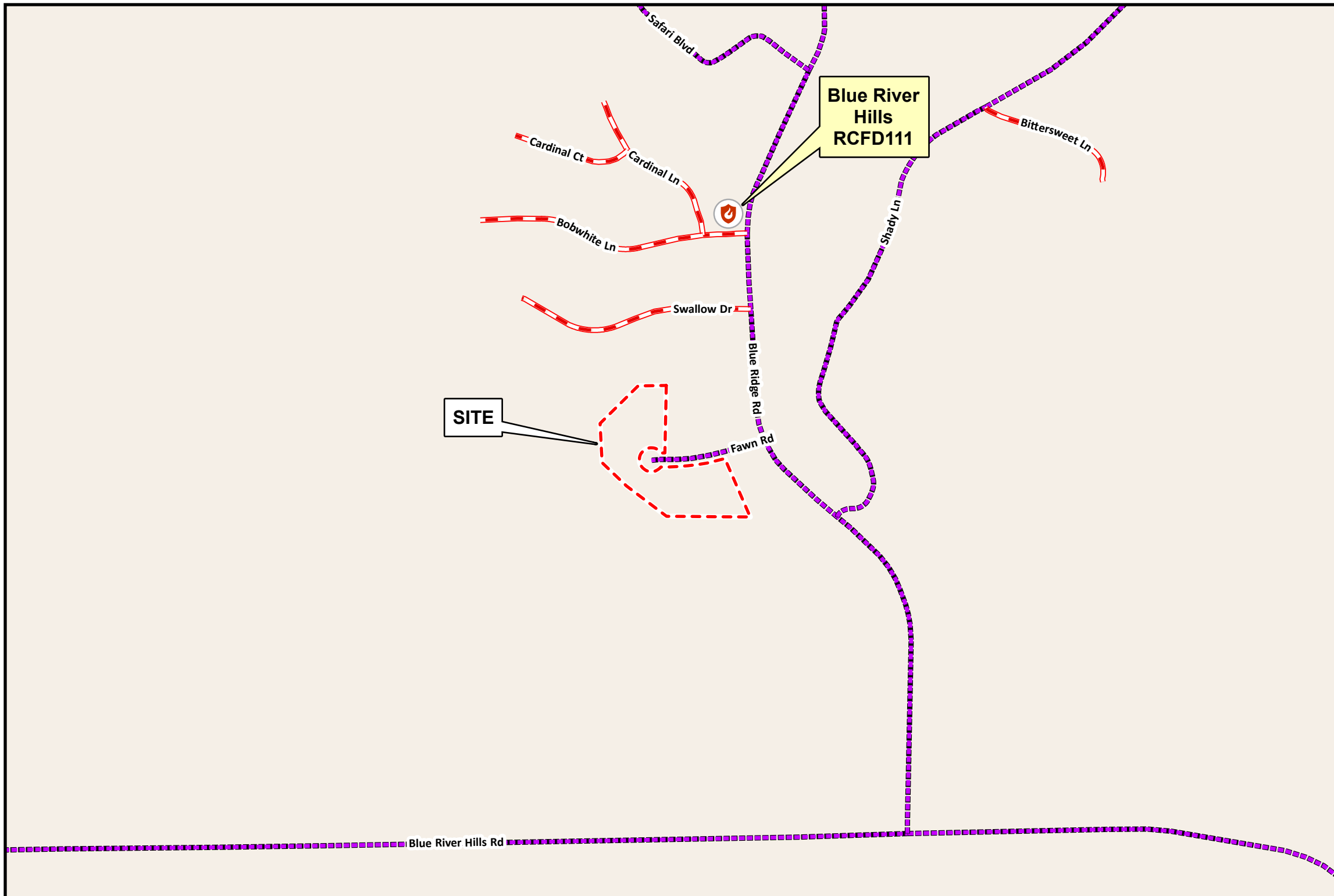
30-8-7

 Fire Stations

ISO Rating

-  5 (within 1000' of a hydrant)
-  6 (within 5 road miles of 6 fire station)
-  10 (outside 5 road miles OR road is not paved/gravel)

Attachment: Staff Report BOCC (13572 : Blue River Hills Addition Unit Seven)



OWNER'S CERTIFICATE

State of Kansas)
) SS:
County of Riley)

This is to certify that the undersigned are the owners of the land hereon described on this plat, and that they have caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes herein set forth, and do hereby acknowledge and adopt the same under the style and title indicted.

All street rights-of-way as shown on this plat are hereby dedicated to the public. An easement or license to the public to locate, construct and maintain or authorize the location, construction and maintenance of poles, wires, conduits, water, gas and sewer pipes or required drainage channels or structures upon the area marked for easements on this plat is hereby granted.

Given under my hand at _____, Kansas this _____ day of _____, 2023 A.D.

Lesley M. Isom, a/k/a Les Isom Brenda S. Isom, a/k/a Brenda Isom

NOTARY CERTIFICATE:

State of Kansas)
) SS
Riley County)

BE IT REMEMBERED, That on this _____ day of _____, 2023

before me, the undersigned, a notary public in and for the County and State aforesaid came Lesley M. Isom, a/k/a Les Isom and Brenda S. Isom, a/k/a Brenda Isom and who are personally known to me to be the same persons who executed the within instrument of writing on behalf of said Trust, and such persons duly acknowledge the execution of the same to be the act and deed of said Trust.

Given under my hand and Notarial Seal this _____ day of _____ A.D., 2023

My comission expires _____

Notary Public

LEGAL DESCRIPTION:

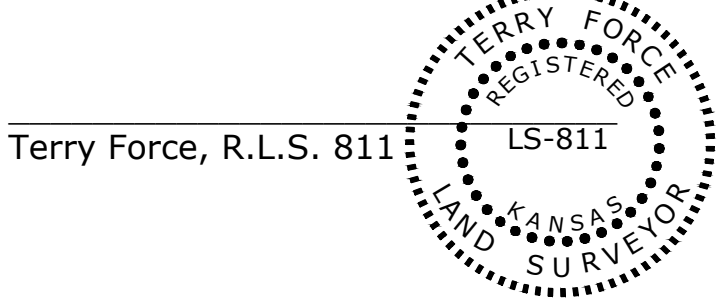
Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10). Blue River Hill 2nd Addition, Riley County, Kansas, containing 3.689 acres, subject to easements and restrictions of record.

CERTIFICATION:

State of Kansas)
) SS:
County of Riley)

I the undersigned do hereby certify that I am a registered Land Surveyor in the State of Kansas, with experience and proficiency in land surveying; and that the heretofore described property was surveyed and subdivided by me, or under my supervision, that all subdivision regulations of Riley County, Kansas, have been complied with in the preparation of this plat, and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Given under my hand and seal at Manhattan, Kansas this _____ day of _____, 2023, A.D.

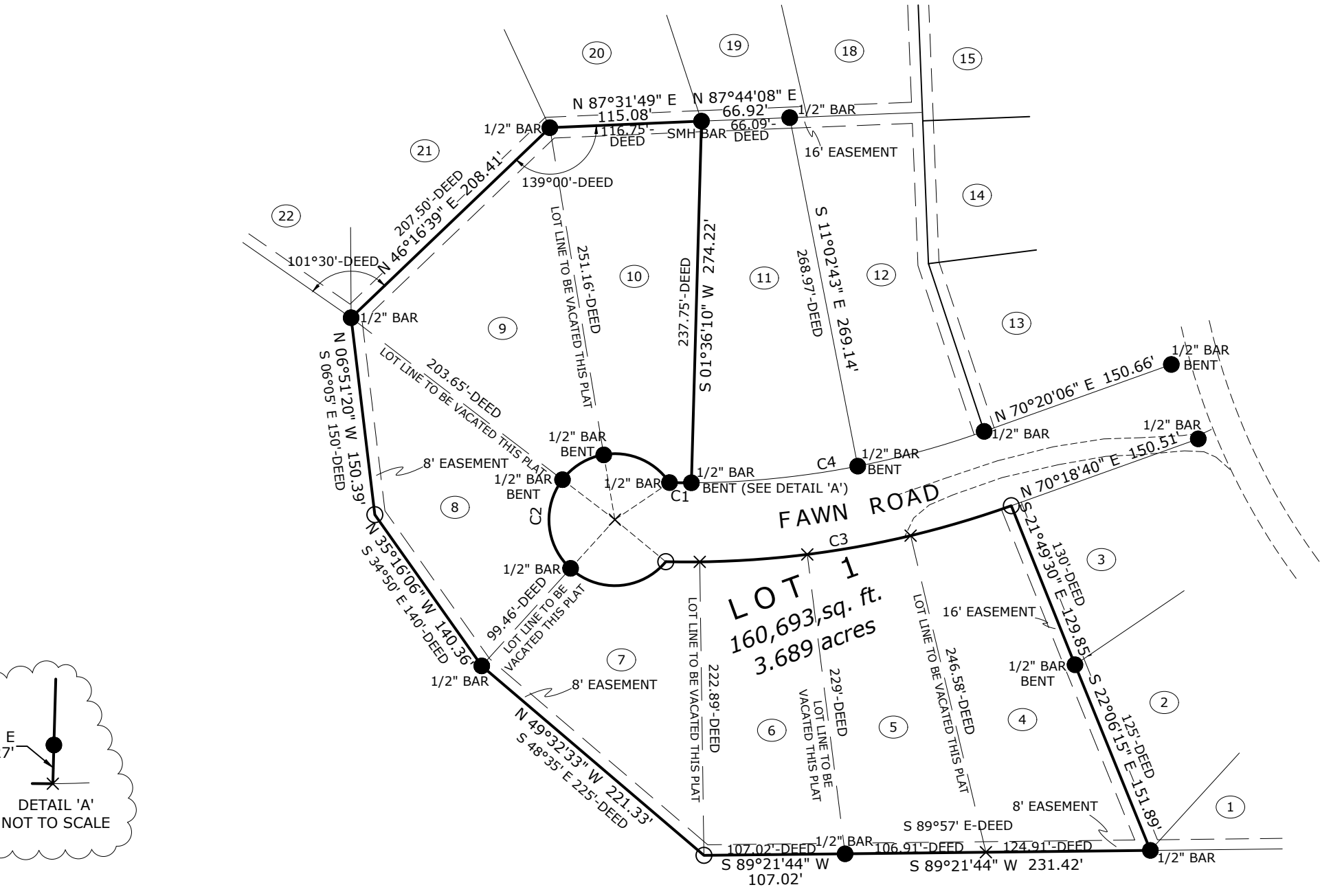


RILEY COUNTY PLAT REVIEW SURVEYOR SIGNATURE BLOCK

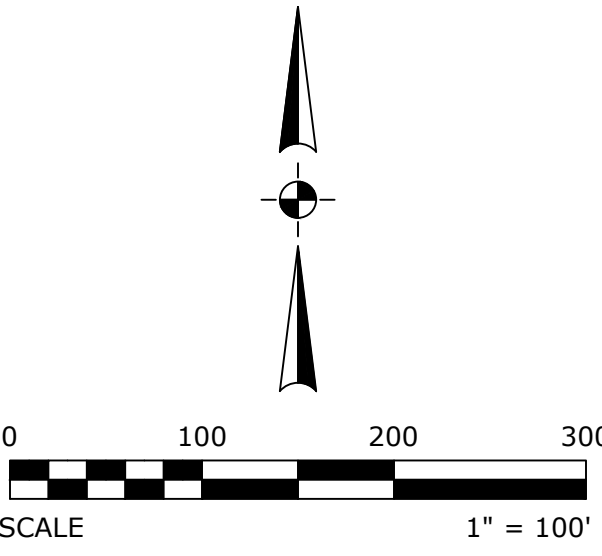
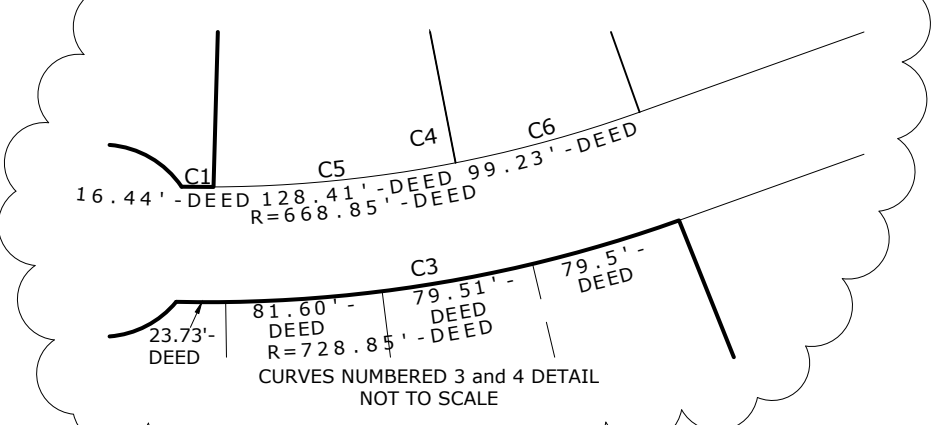
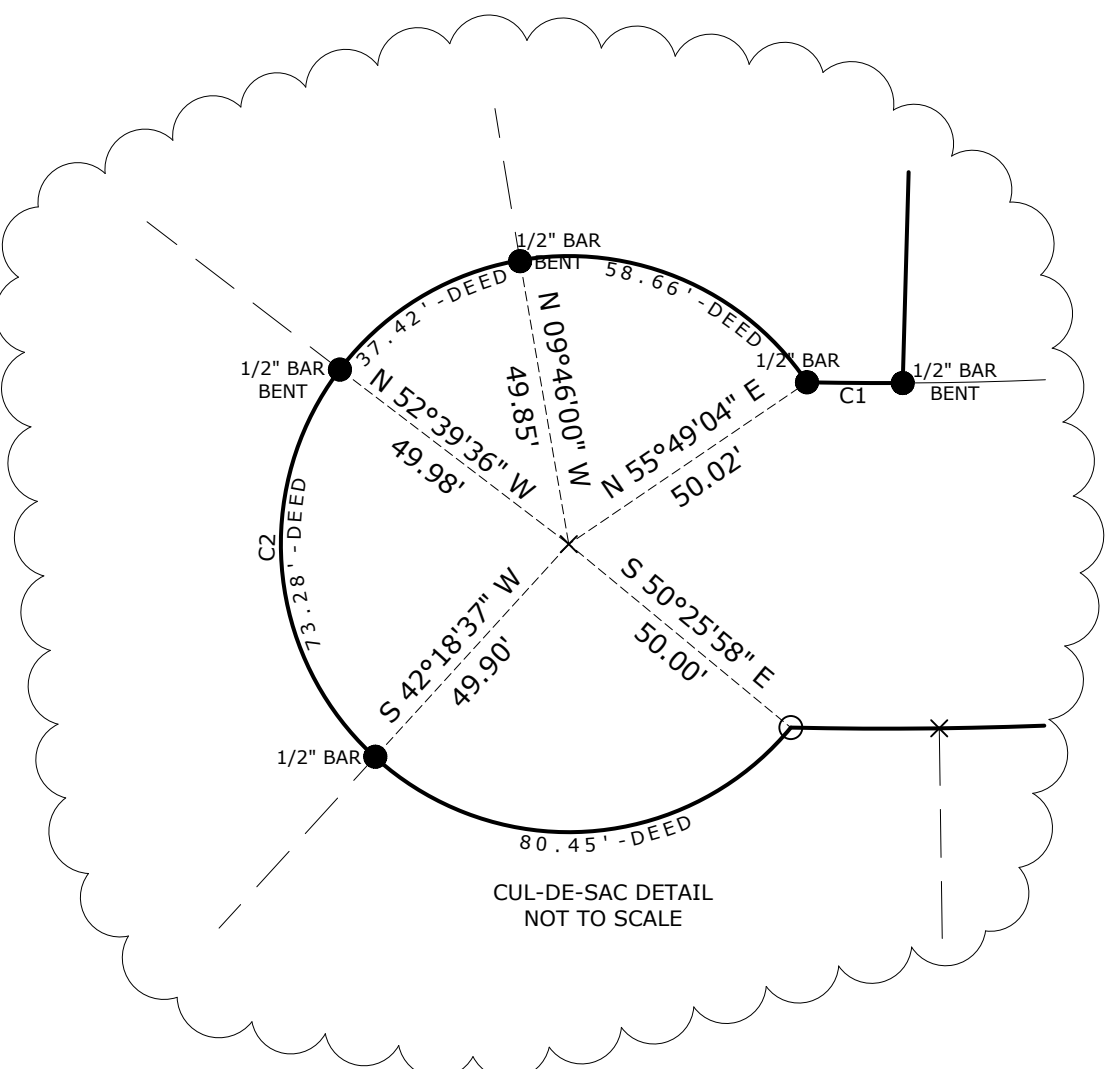
This plat has been reviewed and approved for filing pursuant to and in compliance with K.S.A. 58-2005 and with the requirements of Riley County Resolution No. 082913-58. No other warranties are extended or implied.

Approved: _____

License Number: _____ Date: _____



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	668.85'	16.62'	16.62'	S 89°33'05" E	1°25'26"
C2	50.00'	249.78'	60.02'	N 02°41'01" E	286°13'50"
C3	728.85'	266.82'	265.33'	S 80°47'55" W	20°58'32"
C4	668.85'	243.01'	241.67'	S 80°45'08" W	20°49'01"
C5	668.85'	126.92'	126.73'	S 84°18'02" W	10°52'21"
C6	668.85'	99.47'	99.37'	S 74°36'14" W	8°31'14"



LEGEND	
●	FOUND MONUMENT OF UNKNOWN ORIGIN- UNLESS INDICATED OTHERWISE
○	SET 3/4" IRON BAR WITH PLASTIC CAP STAMPED 'FORCE LS-811'
×	COMPUTED POINT
---	UTILITY EASEMENT
---	ORIGINAL LOT LINE

RILEY COUNTY PLANNING BOARD

State of Kansas)
) SS:
County of Riley)

Approved this _____ day of _____, 2023 A.D.

Riley County Planning Board

Chairperson _____ Member _____

Member _____ Member _____

Member _____

APPROVAL OF COUNTY OFFICIALS

County Counselor _____

County Engineer _____

Planning & Development Director _____

Notes:

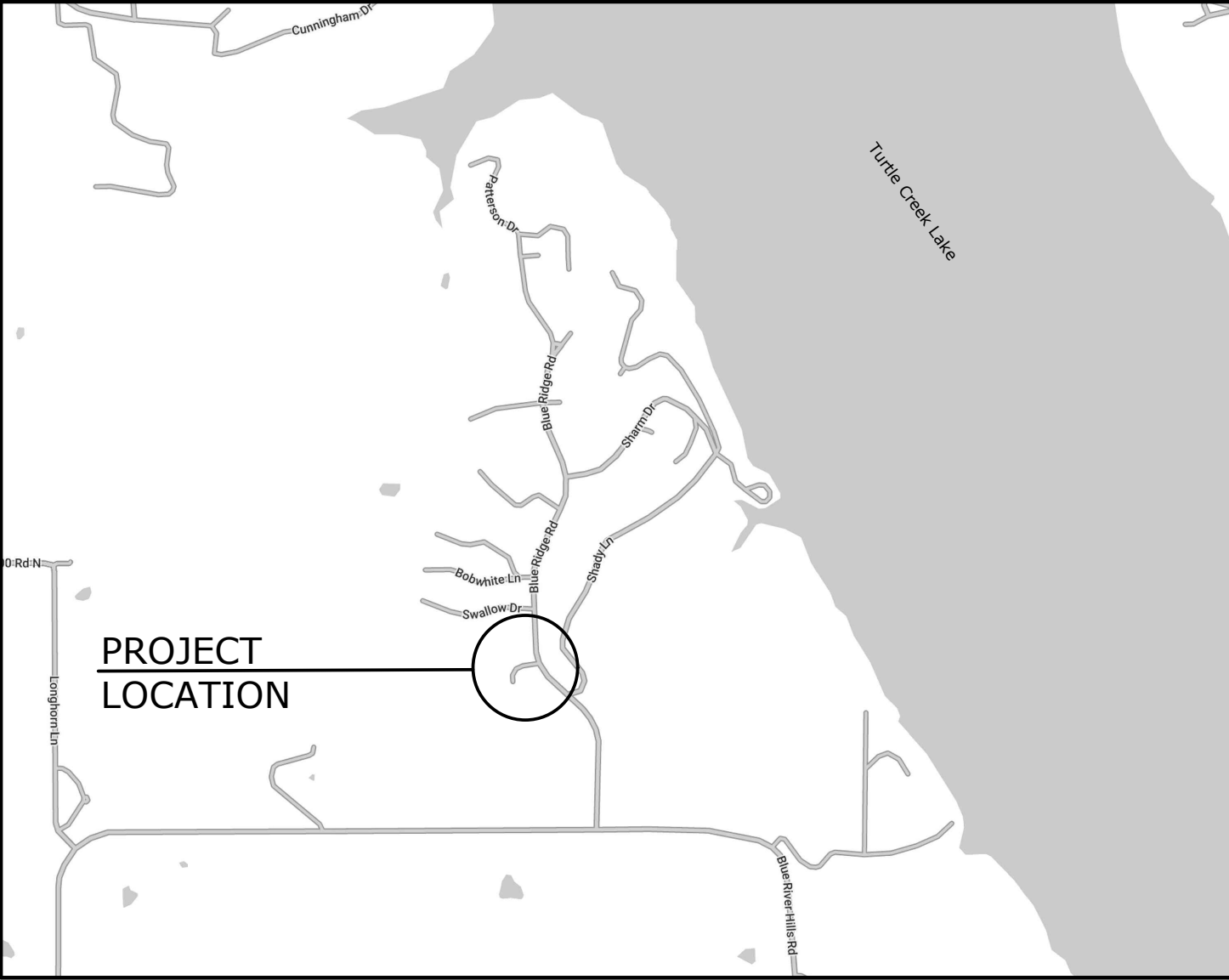
- The basis of bearings are assumed. The South line of Lots 4 and 5 of is assumed South 89 degrees 21 minutes 44 seconds West. Bearings and/or distances with brackets are from the FINAL PLAT OF BLUE RIVER HILLS 2nd ADDITION, found in the Riley County Register of Deeds' office in Book 'D' at Page 14.
- No easements, restrictions, reservations, setbacks or other matter of record, if any, affecting the Title of this property are shown, except as platted, as per agreement with the landowner.
 - No gaps or overlaps exist.
 - There are no lines of possession that affect this survey.
 - These lots shall be in compliance with the Riley County Sanitary Code.
 - If an entrance pipe is required, the minimum size shall be calculated in accordance with the Riley County Standards for Road Design in Platted Subdivisions. In no case, shall the diameter of the pipe be less than 15 inches.
 - Property owner is required to maintain all publicly granted drainage easements. Natural or non-natural structures or vegetative barriers (including but not limited to trees, shrubbery, berms, fences and walls) are prohibited within publicly granted or publicly dedicated drainage easements.

ZONING
CURRENT ZONING: SF-2 (Single Family Residential)

FLOODPLAIN NOTE:
This property in its entirety, lies in Flood Zone X which is an area designated by the Federal Emergency Management Agency having a minimal risk of flooding. Flood Insurance Rate Map Community Panel Number 20161C0333G with an effective date of March 16, 2015.

UTILITY NOTE:
Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines and brush on lands adjacent to the utility easement whenever, in the utility company's judgment, such may interfere with or endanger the construction, operation or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and with or endangering the construction, operation and maintenance of said facilities.

FORT RILEY NOTE:
This subdivision is subject to the Notice of Potential Noise Impacts from Fort Riley, Kansas Military Installation and Recommended Noise Attenuation Building Methods recorded on August 17, 2020 in Bk. 881 Pg. 7017.



VICINITY MAP (NOT TO SCALE)

CERTIFICATE OF COUNTY COMMISSION

State of Kansas)
) SS:
County of Riley)

Approved this _____ day of _____, 2023 A.D.

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

Chairman _____

Member _____

Member _____

ATTEST:

County Clerk _____

FINAL PLAT
of
BLUE RIVER HILLS
UNIT SEVEN
Being a replat of Lots 4 through 10 of Blue River Hills 2nd Addition.
RILEY COUNTY, KANSAS



PREPARED BY
TERRY FORCE, RLS
342 MAIN STREET
WHEATON, KANSAS 66521

Phone: 785-396-4480
Email: tforce@bluevalley.net

JULY, 2023
PROJECT No. 99586

Reviewed by Bob Isaac
06/20/2023

EXCERPT OF MINUTES RILEY COUNTY PLANNING BOARD

July 10, 2023

Page 1

Isom – Replat

Chairman Wienck opened the public hearing at the request of the Lesley M. Isom, petitioner, and Les & Brenda Isom, owners, to replat Lots 4-10, Blue River Hills 2nd Addition, into a single lot located in Grant Township, Section 30, Township 8 South, Range 7 East, in Riley County, Kansas.

Bob Isaac presented the request. He explained the applicant's wish to combine the aforementioned lots into a single lot in order to build a residence. He stated there is not a request or a requirement to rezone the property at this time.

Staff recommended that the Planning Board approve the Final Plat of Blue River Hills Addition Unit Seven, as it has been determined to meet the minimum requirements of the Riley County Land Development Regulations and the Sanitary Code.

The applicant was not present and there were no proponents or opponents.

Rita Cassida moved to close the public hearing. Joe Gelroth seconded. Carried 4-0.

Joe Gelroth moved to approve the request to replat Lots 4-10, Blue River Hills 2nd Addition, into a single lot, to be known as Blue River Hills Addition Unit Seven, for reasons stated in the staff report.

Diane Hoobler seconded. Carried 4-0.

Mr. Isaac announced that the Board of County Commissioners would hear the request on July 20, 2023, at 11:00 am, in the County Commission Chambers.

Attachment: RCPB Minutes (13572 : Blue River Hills Addition Unit Seven)

RESOLUTION NO. 072023-**A RESOLUTION APPROVING THE BLUE RIVER HILLS ADDITION UNIT SEVEN PLAT AND ACCEPTING THE STREET RIGHTS OF WAY, EASEMENTS AND LICENSES AS SHOWN TO BE DEDICATED ON SAID PLAT**

WHEREAS, the Board of Commissioners of Riley County, Kansas, has been presented for approval of the Blue River Hills Addition Unit Seven; and

WHEREAS, the Board finds that all legal requirements have been met for approval of said plat; and

WHEREAS, the Riley County Planning & Development Department has reviewed said plat and found it to be in compliance with the Riley County Sanitary Code; and

WHEREAS, the Riley County Planning Board, after appropriate notice, conducted a public hearing on July 10, 2023; and

WHEREAS, the Riley County Planning Board, after making a determination that said plat meets the minimum requirements of Riley County Land Development Regulations, approved said plat; and

WHEREAS, all required signatures have been obtained.

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

That the Blue River Hills Addition Unit Seven plat is hereby approved, and the Board of Commissioners of Riley County, Kansas hereby accepts all street rights of way, easements and licenses, as dedicated thereon.

ADOPTED this 20th day of July, 2023

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

Kathryn Focke, Chair

John Ford, Vice Chair

Greg McKinley, Member

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: Resolution (13572 : Blue River Hills Addition Unit Seven)



HEALTH DEPARTMENT
Update

Julie Gibbs
Health Department
Director
2030 Tecumseh Rd
Manhattan, KS 66502
Phone: 785-776-4779

COMMISSION AGENDA REPORT

FROM: Julie Gibbs
MEETING: July 20, 2023
SUBJECT: RCHD Update
PRESENTER: Julie Gibbs

See attached Powerpoint

Enclosures:

- 2023 budget to actual_June23 (PDF)
- BOCCmonthlypresjune23 [Autosaved] (PDF)

RILEY COUNTY HEALTH DEPARTMENT
2023 Budget to Actual Comparison of Revenues
January 1, 2023-June 30, 2023
50.0% of year

ACTUAL BEG. CASH BAL. \$969,509.59

	Total Budget	Total Actuals	General		Emergency Preparedness		WIC		Kansas Health Foundation		CDRR		KCCTF		Child Care Licensing	
Revenues	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Grants	3,000,886.00	1,803,419.01	152,218.00	276,027.85	49,844.00	31,152.00	954,915.00	434,421.00	-	-	-	-	96,336.00	68,572.82	209,073.00	104,537.00
Client Fees	105,150.00	43,360.94	-	-	-	-	-	-	-	-	-	-	-	-	30,000.00	13,735.75
Medicaid	46,500.00	34,164.74	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	277,500.00	193,532.79	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from General	1,269,979.00	1,269,979.00	1,269,979.00	1,269,979.00	-	-	-	-	-	-	-	-	-	-	-	-
Transfer In-CARES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	25,296.00	40,788.38	25,296.00	35,956.01	-	-	-	2,864.28	-	-	-	-	-	-	-	-
TOTALS	4,725,311.00	3,385,244.86	1,447,493.00	1,581,962.86	49,844.00	31,152.00	954,915.00	437,285.28	-	-	-	-	96,336.00	68,572.82	239,073.00	118,272.75
% of Budget Received		71.64%		109.29%		62.50%		45.79%						71.18%		49.47%

Expenses	Total Budget	Total Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Total Personnel	4,241,089.00	2,056,368.69	593,414.00	277,962.24	75,965.00	40,446.19	911,805.00	399,188.46	-	-	-	-	73,881.00	27,417.06	312,583.00	164,774.85
Total Contract	774,180.00	495,896.47	171,200.00	171,213.09	1,680.00	934.69	25,610.00	20,239.29	-	-	-	-	10,355.00	5,495.54	12,140.00	8,566.23
Total Commodities	306,549.00	165,446.35	19,271.00	27,000.05	-	-	17,500.00	2,632.25	-	500.00	-	-	12,100.00	29,181.72	2,800.00	718.95
Capital	-	6,418.30	-	2,080.88	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS	5,321,818.00	2,724,129.81	783,885.00	478,256.26	77,645.00	41,380.88	954,915.00	422,060.00	-	500.00	-	233.66	96,336.00	62,094.32	327,523.00	174,060.03
% of Budget Spent		51.19%		61.01%		53.29%		44.20%						64.46%		53.14%

BALANCE:

EXCESS/(DEF.) BUDGET	663,608.00	(27,801.00)	-	-	-	(88,450.00)
EXCESS/(DEF.) ACTUAL	1,103,706.60	(10,228.88)	15,225.28	(500.00)	6,478.50	(55,787.28)

ENDING CASH BAL. \$1,630,624.64

Attachment: 2023 budget to actual_June23 (13592 : RCHD Monthly Update)

IT
and Expenses

ACTUAL BEG. CASH BAL.

	Family Planning		Immunization Action Plan		MCH		OPEI		Smart Start/ECBG		State Formula		March of Dimes		Wildcat Region PHEP	
Revenues	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Grants	143,259.00	76,083.00	117,423.00	51,323.00	125,056.00	86,852.00	222,800.00	110,000.00	800,000.00	507,881.09	90,652.00	45,280.00	7,500.00	-	31,810.00	11,289.25
Client Fees	32,000.00	15,418.42	35,000.00	9,335.91	150.00	-	-	-	-	-	8,000.00	4,870.86	-	-	-	-
Medicaid	14,000.00	10,064.06	28,000.00	21,752.88	3,500.00	1,897.16	-	-	-	-	1,000.00	450.64	-	-	-	-
Insurance	40,000.00	19,564.02	225,000.00	159,944.61	1,500.00	1,912.41	-	-	-	-	11,000.00	12,111.75	-	-	-	-
Transfer from General	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer In-CARES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	1,964.80	-	-	-	-	-	3.29	-	-	-	-
TOTALS	229,259.00	121,129.50	405,423.00	242,356.40	130,206.00	92,626.37	222,800.00	110,000.00	800,000.00	507,881.09	110,652.00	62,716.54	7,500.00	-	31,810.00	11,289.25
% of Budget Received	52.84%		59.78%		71.14%		49.37%		63.49%		56.68%		0.00%		35.49%	
Expenses	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Total Personnel	411,863.00	189,523.04	303,518.00	146,415.43	323,729.00	170,844.23	448,076.00	235,474.89	454,959.00	250,678.30	327,659.00	151,690.01	-	-	3,637.00	1,953.99
Total Contract	20,300.00	9,251.81	8,825.00	8,685.87	8,840.00	8,351.12	64,850.00	17,479.45	405,560.00	223,359.77	28,400.00	14,193.47	-	-	16,420.00	7,892.48
Total Commodities	39,125.00	25,560.28	133,050.00	41,754.36	2,300.00	10,941.62	5,250.00	4,708.68	47,950.00	9,165.09	7,950.00	2,907.60	7,500.00	3,609.14	11,753.00	6,766.61
Capital	-	-	-	-	-	-	-	-	-	-	-	2,689.99	-	-	-	1,647.43
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS	471,288.00	224,335.13	445,393.00	196,855.66	334,869.00	190,136.97	518,176.00	257,663.02	908,469.00	483,203.16	364,009.00	171,481.07	7,500.00	3,609.14	31,810.00	18,260.51
% of Budget Spent	47.60%		44.20%		56.78%		49.73%		53.19%		47.11%		48.12%		57.40%	
BALANCE:																
EXCESS/(DEF.) BUDGET	(242,029.00)		(39,970.00)		(204,663.00)		(295,376.00)		(108,469.00)		(253,357.00)		-		-	
EXCESS/(DEF.) ACTUAL	(103,205.63)			45,500.74		(97,510.60)		(147,663.02)		24,677.93		(108,764.53)		(3,609.14)		(6,971.26)
ENDING CASH BAL.																



BOCC Monthly Report July 2023

Julie Gibbs, MPH
Riley County Health Department
2030 Tecumseh Rd.
Manhattan, Kansas 66502



MCH Update

17.b

BaM classes in June = 66 participants!

- Spanish BAM = 6 participants

BaF classes in June – 11 participants

Community Baby Shower Outcomes

- 91% of participants were satisfied with event.
- 90 received safe sleep bundles.

Attachment: BOCCmonthlypresjune23 [Autosaved] (13592 : RCHD Monthly Update)

Clinic Updates

328 total immunizations (273 patients)

172 family planning visits

529 total appointments in June

Upcoming Events – Everybody Counts in August

CCL Update

June	Riley	Geary	Clay	Dickinson	Pottawatomie	Total
Initial Inspections	2		1	1		4
Initial Compliance						
Annual Inspections	12	1	1		1	15
Annual Compliance	2					2
KDHE compliance Inspections		1	1		2	4
Complaint First Visit	3			4	2	9
Complaint Second Visit						
Illegal Care Complaints	2					2
	21	2	3	5	5	36
Amendments		1				
Exceptions				2		
Consults						
Home Orientation	1	1		3		
Center Orientation	1					

CCL Update

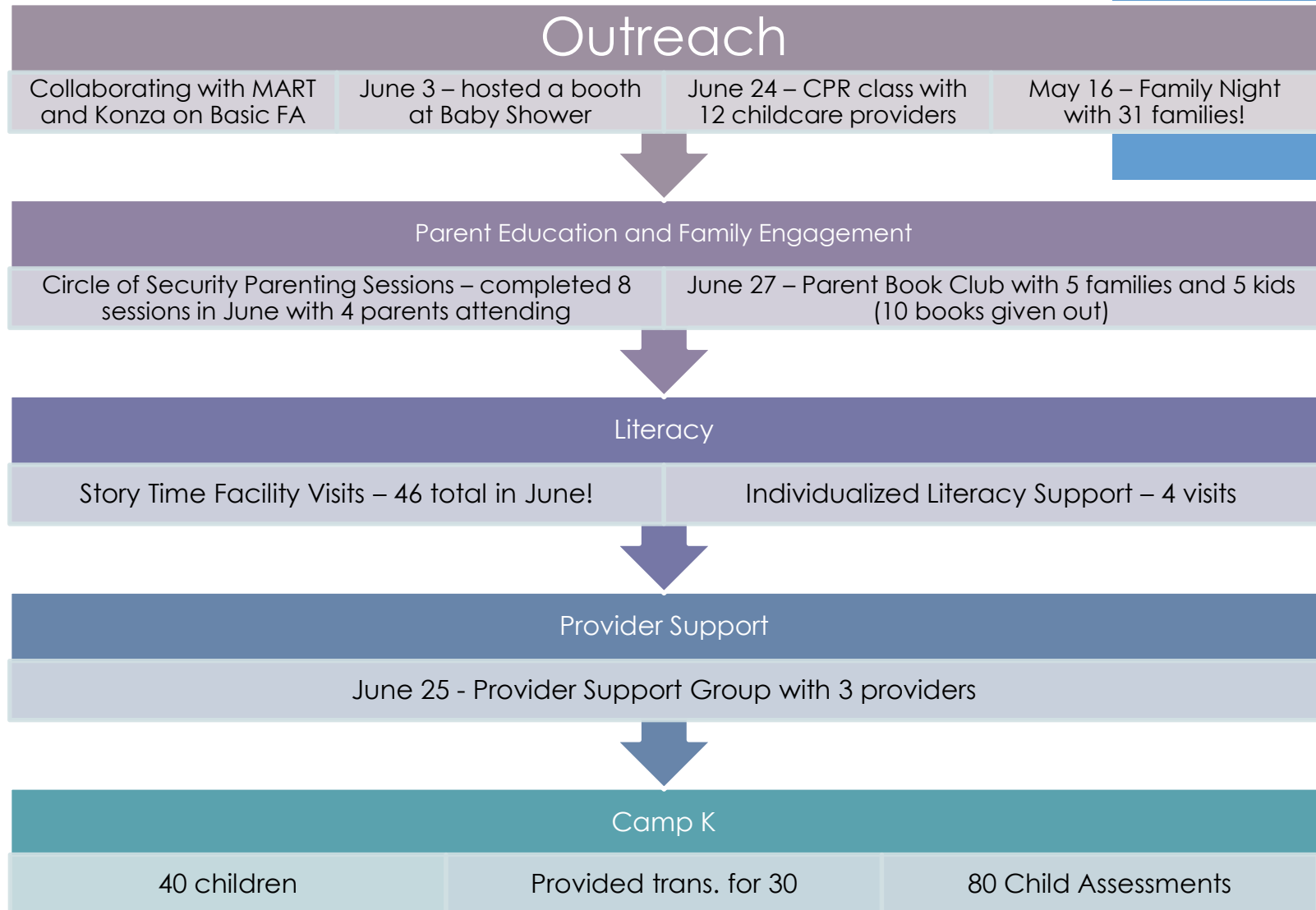
17.b

	July	Riley	Geary	Clay	Dickinson	Pott	Total
School Age Program		9				1	10
Child Care Center		14	7	1	7	8	37
R & R Agency		1					1
School Age Drop In Program		9				3	12
Group Day Care Home		29	14	14	11	15	83
Head Start Child Care							
Licensed Day Care Home		44	15	14	17	34	124
Preschool			1	3	3		7
Totals		106	37	32	38	61	274
		-1	-1				-2

Attachment: BOCCmonthlypresjune23 [Autosaved] (13592 : RCHD Monthly Update)

Raising Riley Update

17.b



Attachment: BOCCmonthlypresjune23 [Autosaved] (13592 : RCHD Monthly Update)

WIC Update

Completed 335 certifications in June

2616 current WIC clients (compared to 2303 last year at this time!)

Community Outreach events!

Visit from the Big Pink Van – Breastmilk delivery



PHEP Update

- Discontinued testing on July 10th – low demand!
- Continue to expand MRC – 20 volunteers
- Community Outreach – Pet Poolooza at City Park on August 19





HEALTH DEPARTMENT
Travel Request

Julie Gibbs
Health Department
Director
2030 Tecumseh Rd
Manhattan, KS 66502
Phone: 785-776-4779

COMMISSION AGENDA REPORT

FROM: Kaylyn Speth, WIC Coordinator
MEETING: July 20, 2023
SUBJECT: WIC Out of State Travel Requests
PRESENTER: Julie Gibbs

BACKGROUND

The Olson Women's Health Resource Center and University of Nebraska offers biennial **Breastfeeding: Baby's Natural Choice Conference** in La Vista, NE on 08/30/2023. WIC staff have not been able to attend this conference since before the pandemic. This conference is an excellent opportunity to review current research and practices regarding breastfeeding complications, physical therapy interventions, maternal depression, and trauma-informed lactation care.

DISCUSSION

WIC Dietitians have Certified Lactation Counselor credential that requires continuing education and renewals. CLC and IBCLC staff rely on opportunities like this to enhance practice and provide effective lactation care for WIC clients.

FISCAL IMPACT

WIC funds will cover at 100%.

POSSIBLE MOTION(S)

Move to approve the out of state travel for 3 WIC staff to attend the breastfeeding conference in Nebraska on August 30, 2023.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- C.Jones BF Conference Request (PDF)
- R.Potvin BF Conference Request (PDF)
- K.Legarreta BF Conference Request (PDF)

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Cathrine Jones **DEPARTMENT:** HD_WIC

POSITION TITLE: WIC Dietitian **DATE REQUESTED** 07/20/2023

FUND: WIC Funds

Travel From: Manhattan, KS **Date:** 08/30/2023

Travel To: La Vista, NE **Date:** 08/30/2023

Purpose of Travel:

2023 "Breastfeeding: Baby's Natural Choice Conference" in La Vista, Nebraska.

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

☐ Administratively determined to be to the advantage of Riley County

☐ Not to exceed the cost of common carrier including food and lodging
Mileage rate of

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation		
Lodging		
Meals	Breakfast,lunch,dinner x1 day	\$63
Registration/Fees	Conference Registration	\$125
Other		

Total Estimated Travel Costs: \$188

Requested by: Cathrine Jones **Date:** 7/17/2023

Approved by:

Department Head: _____ **Date:** _____

Chairman: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Rebecca Potvin **DEPARTMENT:** HD_WIC

POSITION TITLE: WIC Dietitian **DATE REQUESTED** 07/20/2023

FUND: WIC Funds

Travel From: Manhattan, KS **Date:** 08/30/2023

Travel To: La Vista, NE **Date:** 08/30/2023

Purpose of Travel:

2023 "Breastfeeding: Baby's Natural Choice Conference" in La Vista, Nebraska.

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

☐ Administratively determined to be to the advantage of Riley County

☐ Not to exceed the cost of common carrier including food and lodging
Mileage rate of

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation		
Lodging		
Meals	Breakfast,lunch,dinner x1 day	\$63
Registration/Fees	Conference Registration	\$125
Other		

Total Estimated Travel Costs: \$188

Requested by: Rebecca Potvin **Date:** 7/17/23

Approved by:

Department Head: _____ **Date:** _____

Chairman: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Kristi Legarreta **DEPARTMENT:** HD_WIC

POSITION TITLE: WIC Dietitian **DATE REQUESTED** 07/20/2023

FUND: WIC Funds

Travel From: Manhattan, KS **Date:** 08/30/2023

Travel To: La Vista, NE **Date:** 08/30/2023

Purpose of Travel:

2023 "Breastfeeding: Baby's Natural Choice Conference" in La Vista, Nebraska.

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

☐ Administratively determined to be to the advantage of Riley County

☐ Not to exceed the cost of common carrier including food and lodging
Mileage rate of

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation		
Lodging		
Meals	Breakfast,lunch,dinner x1 day	\$63
Registration/Fees	Conference Registration	\$125
Other		

Total Estimated Travel Costs: \$188

Requested by: Kristi Legarreta **Date:** 07/17/2023

Approved by:

Department Head: _____ **Date:** _____

Chairman: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant



HEALTH DEPARTMENT
Travel Request

Julie Gibbs
Health Department
Director
2030 Tecumseh Rd
Manhattan, KS 66502
Phone: 785-776-4779

COMMISSION AGENDA REPORT

FROM: Kaylyn Speth, WIC Coordinator
MEETING: July 20, 2023
SUBJECT: WIC Out of State Travel Request
PRESENTER: Julie Gibbs

BACKGROUND

The National WIC Association is hosting the bi-annual NWA WIC Technology, Innovation, and Vendor Management Conference in Portland Oregon, September 27th-29th. WIC staff have not been able to attend this conference since before the pandemic. This conference will allow staff to “learn about recent innovations that enhance and improve the WIC participant experience” and “find solutions that provide flexibility and choice for WIC participants and support WIC practitioners to recruit and retain eligible families with high quality services.”

DISCUSSION

During each breakout session, there will be 5 tracks available to attend. By sending two staff, this would allow for attendance at more variety of tracks and more opportunity for networking.

FISCAL IMPACT

WIC funds will cover at 100%.

RECOMMENDATION(S)

I recommend the BOCC approve travel for 2 WIC employees to attend the NWA WIC Technology, Innovation, and Vendor Management Conference in Oregon in September.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Speth Out of State Travel Request (PDF)
- Potvin Out of State Travel Request (PDF)

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Kaylyn Speth **DEPARTMENT:** HD_WIC

POSITION TITLE: WIC Supervisor **DATE REQUESTED** 07/20/2023

FUND: WIC Funds

Travel From: Alma, KS **Date:** 09/26/2023

Travel To: Portland Oregon **Date:** 09/30/2023

Purpose of Travel:

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

☐ Administratively determined to be to the advantage of Riley County

☐ Not to exceed the cost of common carrier including food and lodging
Mileage rate of

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	Flights from MHK or MCI (cheapest) Shuttle airport/hotel roundtrip	\$560
Lodging	4 nights	\$800
Meals	Breakfast,lunch,dinner x5 days	\$315
Registration/Fees	Conference Registration	\$499
Other		

Total Estimated Travel Costs: 2174.

Requested by:  **Date:** 07/17/2023

Approved by:

Department Head: _____ **Date:** _____

Chairman: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Rebecca Potvin **DEPARTMENT:** HD_WIC

POSITION TITLE: WIC Dietitian **DATE REQUESTED** 07/20/2023

FUND: WIC Funds

Travel From: Manhattan, KS **Date:** 09/26/2023

Travel To: Portland Oregon **Date:** 09/30/2023

Purpose of Travel:

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

☐ Administratively determined to be to the advantage of Riley County

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Mileage rate of

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Lodging	4 nights	\$800
Meals	Breakfast,lunch,dinner x5 days	\$315
Registration/Fees	Conference Registration	\$499
Other		

Total Estimated Travel Costs: 2174.

Requested by: Rebecca Potvin **Date:** 7/17/23

Approved by:

Department Head: _____ **Date:** _____

Chairman: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant



HEALTH DEPARTMENT
Update

Julie Gibbs
Health Department
Director
2030 Tecumseh Rd
Manhattan, KS 66502
Phone: 785-776-4779

COMMISSION AGENDA REPORT

FROM: Asia Sampson, Community Health Educator
MEETING: July 20, 2023
SUBJECT: Community Health Educator Update
PRESENTER: Asia Sampson, Community Health Educator

See attached powerpoint

Enclosures:

- Community Health Educator ppt (PDF)

OD2A WILDCAT REGION

Asia Sampson CPhT BS
Community Health Educator



OD2A

Overdose Data to Action (OD2A)

Surveillance

- Morbidity Data
- Mortality data
- Innovative Surveillance Strategies



Prevention

- Linkage to care
- Empowering individuals
- Partnerships with public safety and first responders

TARGET POPULATION

- ❖ Wildcat region
- ❖ Teen/Youth
- ❖ Health Class presentations
- ❖ Assembly meetings

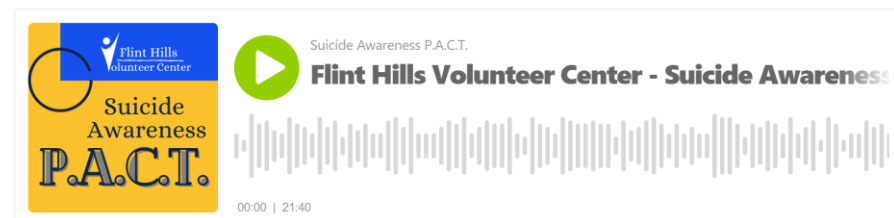


PUBLIC OUTREACH

Suicide Awareness P.A.C.T.

Flint Hills Volunteer Center - Suicide Awareness P.A.C.T. S2 Ep 2 - Julie Gibbs and Asia Sampson

MARCH 15, 2023 SEASON 2 EPISODE 2



LISTEN ON



SHARE EPISODE



SHOW NOTES

Opioid usage and addictions have wreaked havoc in families locally...and across the nation. The Riley County Health Department was able to secure a grant to educate young people in the area about the dangers of opioid and fentanyl usage and myths. RCHD Director, Julie Gibbs, and Community Health Educator, Asia Sampson, describe the work they are doing in Riley, Pottawatomie, and Geary County schools to make kids aware of the dangers of the use of these drugs, and how mental health concerns often coincide with drug usage.

rileycountyks.gov

#RileyCountyHealth #CommunityHealthEducation #OnePillCanKill



Attachment: Community Health Educator ppt (13595 : Community Health Educator

Teen Opioid Misuse Prevention



Empowering our Community to Increase Awareness of Opioids and Decrease Youth Substance Use

Presentation Topics

- Opioid Epidemic History
- Medication Storage
- Community-Based prevention strategies
- Naloxone

The OD2A grant allows Asia Sampson to collaborate with local schools and community organizations to share information about the dangers of opioid use.



Serving :
Riley
Pottawatomie
and Geary
Counties



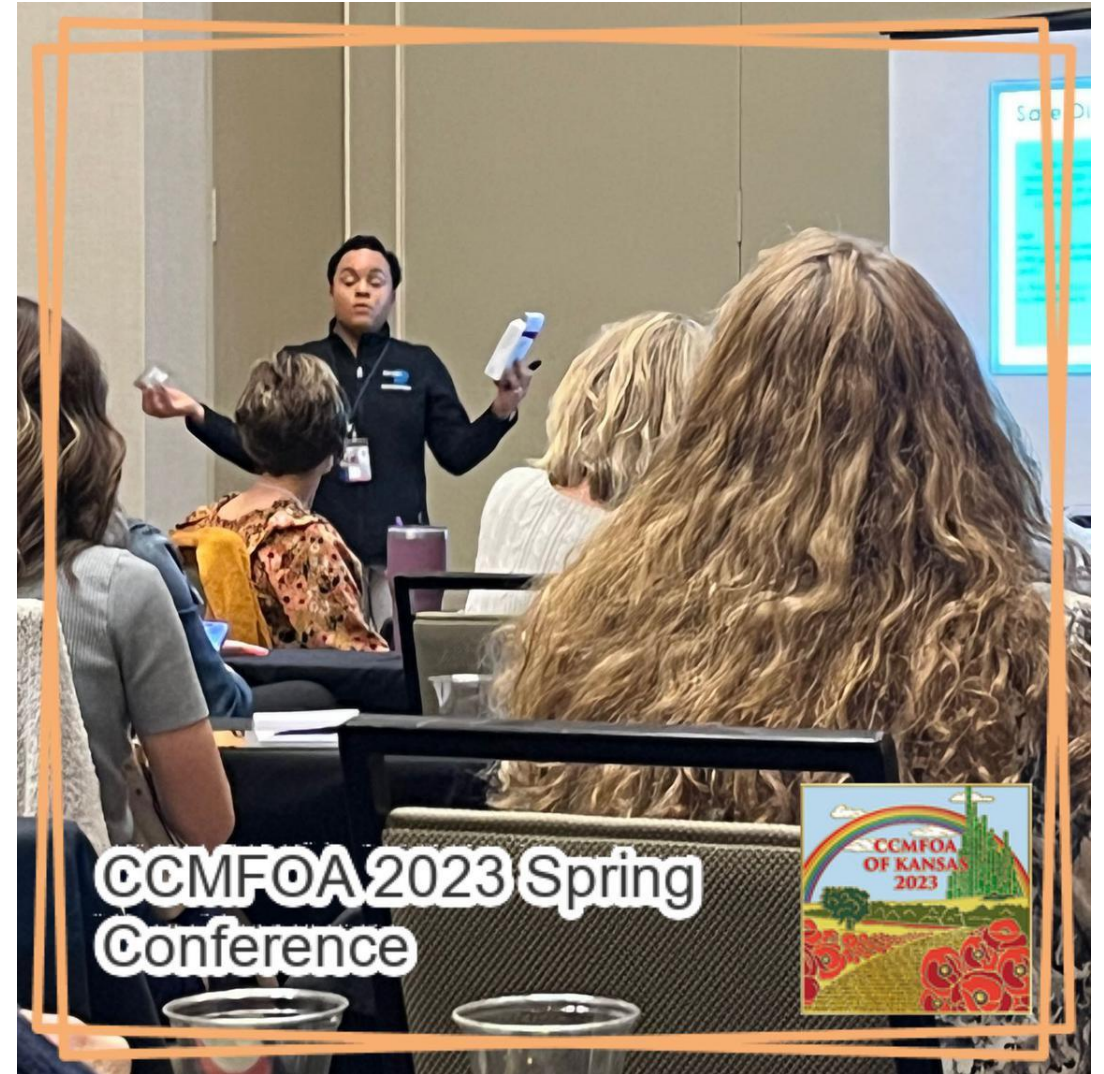
For Questions or To Schedule a presentation:

Asampson@rileycountyks.gov

(785) 776-4779 ext. 7645

POPULATIONS SERVED

Organization	Individuals served
Wildcat Region High schools	789
Manhattan Optimus club	50
Randolph, KS Senior Association	30
The House Cafe	15
CCOA Conference	75
TOTAL:	959



KEY POINTS

- ❖ Medication Disposal
- ❖ Narcan
- ❖ Medication Storage
- ❖ History of Opioid Epidemic
- ❖ “One Choice”



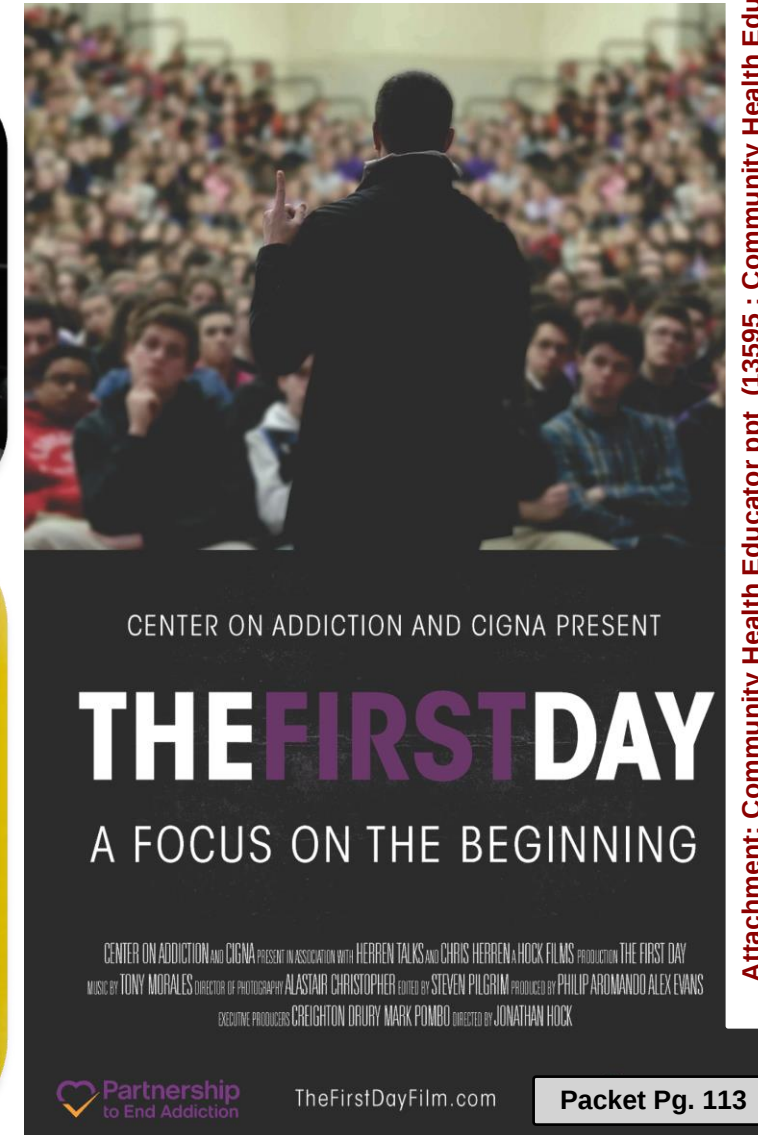
CONFERENCES ATTENDED

- ❖ 75 in attendance
- ❖ Great feedback
- ❖ Members in attendance received CE credit



THE FIRST DAY FILM EVENT

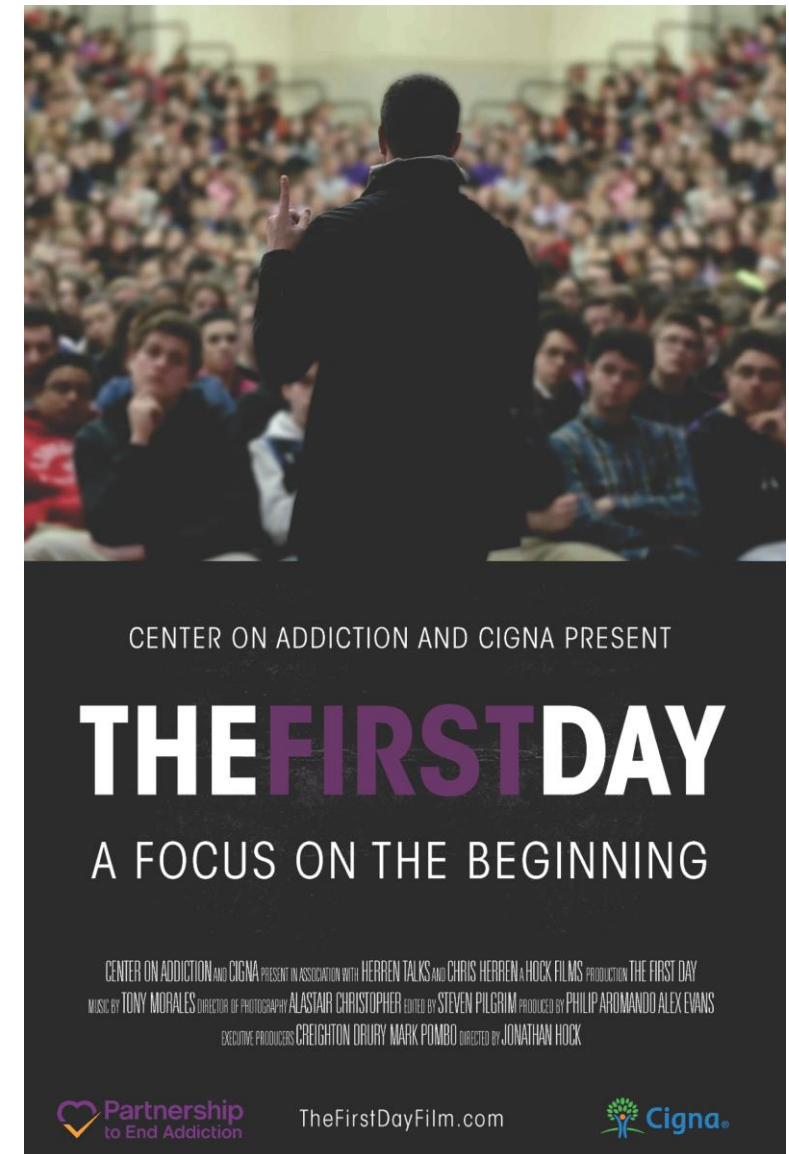
- ❖ ~30 individuals in attendance
- ❖ Varying age groups
- ❖ Social workers – School officials
- ❖ 45-minute film addressing substance use/mental health
- ❖ 30-minute discussion period following



UPCOMING EVENTS

Movie Event Venue	City	Date
AMC Theatre	Manhattan, KS	July 25 th 6:00pm-7:30pm
AMC Theatre	Manhattan, KS	August 1 6:00pm-7:30pm
Boys & Girls Club	Manhattan, KS	August 22 6:00pm-8:00pm

Highschool	City	Date
Wamego High School	Wamego, KS	August 28 th



SUBSTANCE USE PREVENTION TASK FORCE

Purpose: Collaborate with Community officials to battle the problem of substance use within this community

Data Suggesting a need:

- ❖ 0 Recovery Houses in the state of Kansas
- ❖ North-East Manhattan Region Amphetamine + Alcohol Use are higher than that of opioid
- ❖ South Manhattan Rise in Synthetic Marijuana usage



OD2A WILDCAT REGION

Asia Sampson CPhT BS
Community Health Educator





AGENDA
 JOINT CITY/COUNTY/COUNTY MEETING
 CITY COMMISSION ROOM
 CITY HALL
 1101 POYNTZ AVENUE
 MANHATTAN, KS 66502
 THURSDAY, JULY 20, 2023
 4:00 P.M.

1. [Food and Farm Council Annual Report](#) (Vickie James, Food and Farm Council Coordinator)



This meeting is being held in the City Commission Room at City Hall, 1101 Poyntz Avenue. In accordance with provisions of the ADA, every attempt will be made to accommodate the needs of persons with disabilities. Please contact the Human Resources Department (587-2443) for assistance.