



**Board of Riley County
Commissioners
Regular Meeting
Agenda
July 29, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Riley County Extension of Contract - Trash Services- Howie's Enterprises, Inc.
4. Sign Riley County Employee Action Form(s)

Review Minutes

5. Board of Riley County Commissioners - Regular Meeting - Jul 25, 2024 8:30 AM

Review Tentative Agenda

6. Tentative Agenda

Press Conference Topics

7. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

8. Administrative Work Session
9. Pending County Projects County Counselor

9:20 AM

Break

9:30 AM

Press Conference

10. Leonardville August 1 Meeting Reminder - Vivienne Leyva (1-2 minutes)
11. Primary Election Tuesday, August 6th - Rich Vargo (2 minutes)

- 9:40 AM** **Amanda Webb, Planning/Special Projects Director**
12. KDHE Local Environmental Protection Program Grant -
 administration
- 9:55 AM** **Elizabeth Ward, Human Resources Director**
13. Human Resources Monthly Update
- 10:10 AM** **John Ellermann, Public Works Director/County Engineer**
14. Cico Dog Park Discussion
15. Court House Plaza East Window Replacement Project
- 10:45 AM** **Board of County Commissioners**
16. Executive session for preliminary discussions relating to the
 acquisition of real property
- 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.



PUBLIC WORKS
Agreement

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

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II.

MEETING: July 29, 2024

SUBJECT: Riley County Extension of Contract - Trash Services- Howie's Enterprises, Inc.

PRESENTER: Evan McMillan, PW Assistant Director/ County Engineer

Attached for your approval is the Riley County Trash Services Extension of Contract with Howie's Enterprises, Inc.

The Extension of Contract is related to the Riley County Trash Services Agreement Contract dated July 31, 2023. This extends our contract with Howie's, for one more year, and is the first extension of the original contract.

Using the format of the original agreement, the total cost of this contract is \$26,734.80.

POSSIBLE MOTION(S)

Move to sign and approve.

Enclosures:

- 2024 Ext of Contract Perf Bond w POA (PDF)
- Contract Agreement_2023 Trash Services_Howie's Enterprises_073123 (PDF)



EXTENSION OF CONTRACT

RILEY COUNTY TRASH SERVICES

TO THE BOARD OF COUNTY COMMISSIONERS, RILEY COUNTY, KANSAS; THE UNDERSIGNED: hereby proposes the following request to extend the Riley County Trash Services Contract between Riley County, Kansas (Owner) and Howie's Enterprises (Contractor).

This Extension of Contract is related to the Riley County Grounds Maintenance Agreement Contract dated July 31st, 2023.

AS STATED IN TRASH SERVICES CONTRACTUAL PROVISIONS

- 19.1 **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.
- 19.3 **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.

AS STATED IN TRASH SERVICES SPECIAL PROVISIONS

B-11. DURATION OF CONTRACT. This Contract shall begin on August 1st, 2024 and expire on July 31st, 2025. Riley County reserves the right to extend, at Riley County's option, this contract for one year, per option, for up to 4 years after the initial year. If Riley County exercises all options this contract shall expire completely on July 31st, 2028.

WHEREAS based upon the decision to renew for an additional option year Riley County hereby extends the Riley County Trash Service contract with Howie's Enterprises for the year 2024.

IN WITNESS WHEREOF, the parties hereto have executed the Extension of Contract
as of this _____ day of _____, 2024.

RILEY COUNTY, KANSAS
Party of the First Part
(Owner)

Howie's Enterprises, Inc.
Party of the Second Part
(Contractor)

By _____
Chair, Board of County Commissioners

By 
Title Member

ATTEST _____
County Clerk

* * * * *

The Extension of Contract is in due form according to law and is hereby approved.

County Counselor

Attachment: 2024 Ext of Contract Perf Bond w POA (14917 : Extension of Contract)

145222

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

that the Contractor Howie's Enterprise LLC as principal,

and as surety Inland Insurance

a corporation authorized under the laws of the State of Nebraska

with general offices in Lincoln Nebraska

and authorized to transact business in the State of Kansas are held firmly bound unto Riley County, Kansas as

Owner, in the penal sum of Twenty-six Thousand Seven Hundred Thirty-four Dollars and Eighty Cents (\$26,734.80)

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 1st day of August, 2024.

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 1st day of August, 2024, for the furnishing

of all materials and labor and doing all the work of whatever kind necessary to provide trash service 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

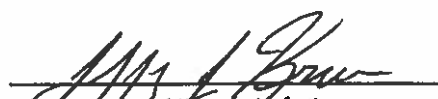
Specifications and further agrees that this bond and its obligation thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the Contract Documents.

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.


Principal

Inland Insurance

Surety


Jeffrey J. Kruse, Attorney-in-fact

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

INLAND INSURANCE COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **INLAND INSURANCE COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Jeffrey J. Kruse or Michael W. Widman or Brooke Steiner or Christi Hursh
or Travis Say or LaNiqe Brown or Bernie J. Haney or Amanda Morton, Manhattan, Kansas
or Deanna M. Bond, Wamego, Kansas

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:

Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **INLAND INSURANCE COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 10th day of October, 20 22.

Carol J. Clark

Secretary/Treasurer

By

State of Nebraska

County

of

ss.

Lancaster

INLAND INSURANCE COMPANY

Curt L. Hartter President



On this 10th day of October, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin

Notary Public



My Commission Expires February 16, 2026.

I, Philip C. Abel, Director of **INLAND INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **INLAND INSURANCE COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 1st day of August, 20 24.

Philip C. Abel

Director



Attachment: 2024 Ext of Contract Perf Bond w POA (14917 : Extension of Contract)

AGREEMENT BETWEEN RILEY COUNTY AND CONTRACTOR

THIS AGREEMENT is made this 31st day of July, 2023, between Riley County, Kansas acting through its properly authorized Board of County Commissioners ("OWNER") and Howie's Enterprises LLC. ("CONTRACTOR").

RECITALS

Owner has prepared contract documents in connection with the following project: Riley County Contract Trash Services - 2023. The required work is to be performed in accordance with the provisions contained in the contract documents. The contract documents are: this Agreement, the Instructions to Bidders, the Services Specification and Special Provisions, the Proposal and the Contractual Provisions Attachment.

Contractor has submitted to the owner in the manner and at the time specified, a sealed bid conforming to the terms of the advertisement requesting bids. Owner, in the manner prescribed by law, publicly opened, examined, and canvassed the bids submitted, and determined Contractor submitted the lowest and best bidder for the work. Owner has accepted Contractor's bid and has awarded Contractor a contract for such work for the sum or sums set forth in the Proposal being attached hereto and made a part of this agreement.

In consideration of the compensation to be paid to Contractor and of the mutual covenants contained herein and in the contract documents, Owner and Contractor agree as follows:

ARTICLE I RESPONSIBILITIES OF PARTIES

Section 1. Contractor's Responsibilities: Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and from a permanent part of the completed work; (c) provide and perform all necessary labor; (d) execute and timely complete all work included in and covered by the Owner's official award of this contract to the Contractor.

Section 2. Owner's Responsibilities: Owner shall pay the Contractor, subject to adjustments as provided by the contract documents, the sum of Twenty-six Thousand Seven Hundred Thirty-four Dollars and Eighty Cents (\$26,734.80) to be paid in monthly installments of Two Thousand Two Hundred Twenty-seven Dollars and Ninety Cents (\$2,227.90). Payment shall be for all work covered by and included in the contract documents, with payment to be made by Riley County warrant within thirty (30) days of the dated invoice unless otherwise provided for in the contract documents.

Section 3. Incorporation Clause: All terms and conditions of the "Invitation to Bid for Project # 060123"; the associated "Introduction to Bidders"; the associated "Service Specifications and Special Provisions"; and the associated "Proposal", are incorporated herein and made a part of this agreement by reference.

ARTICLE II
COMMENCEMENT OF WORK

Contractor shall start work on August 1, 2023 with the work to be performed hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date set forth above.

RILEY COUNTY, KANSAS

Owner

By: 

Kathryn Focke, Chairperson

Date 7-31-23

Howie's Enterprises, LLC.

By: 

Printed Name: Greg Howie

Date _____

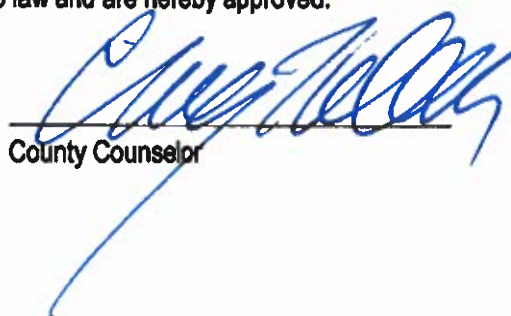
ATTEST


County Clerk



* * * * *

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


County Counselor

INSTRUCTIONS TO BIDDERS

BIDS. Each bid shall be legibly written or printed in ink on the form provided in the bid documents. No alterations in bids, or in the printed forms by erasures, interpolations, or otherwise will be accepted unless each such alteration is signed or initialed by the bidder. No alteration in any bid, or in the form on which it is submitted, shall be made after the bid has been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the bid when submitted. Each proposal submitted shall be enclosed in a sealed envelope, addressed to Riley County Clerk, 110 Courthouse Plaza, Manhattan, Kansas 66502, and identified on the outside with the words, Riley County Trash Services - 2023. All bidders must be on the Plan Holders List to be eligible.

No bidder may submit more than one bid. Multiple bids under different names will not be accepted from one person, partnership, corporation, firm or association.

WITHDRAWAL OF BID. No bidder may withdraw a bid for 30 days after the date and hour set for the opening. A bidder may withdraw a bid any time prior to expiration of the period during which bids may be submitted by a written request signed in the same manner and by the same person who signed the Proposal and delivered to the office of the Riley County Clerk before the date and time specified in the Invitation to Bid.

ACCEPTANCE AND REJECTION OF BIDS. The Riley County Board of Commissioners (hereinafter "Owner") reserves the right to reject any and all Bids, to waive formalities in considering Bids and to accept the Bid which, in the Board's opinion, is in the best interest of Riley County. Bids received after the specified time or closing will be returned unopened.

SIGNATURE OF BIDDER. Each bidder shall sign the Proposal and give the bidder's full business address and telephone number. Bids by proprietorships shall be signed by the proprietor or by a person with a certified Power of Attorney to represent the proprietor. Bids by the partnerships shall be signed with the partnership named followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall bear the corporate seal and shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixed to his signature the word 'president,' 'secretary,' 'agent,' or other designated without disclosing his principal may be held to be the bid of the individual signing. When requested by the Owner, evidence of the authority of the person signing shall be furnished.

INTERPRETATION OF CONTRACT DOCUMENTS. If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the drawings, specifications, or other proposed contract documents, he may submit to the Owner a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person on the bid holders list. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

LOCAL CONDITIONS AFFECTING WORK. Each bidder shall visit the site of the work and shall become completely informed as to the procedures, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such consideration shall include the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. There will be no subsequent financial adjustment for lack of such prior information.

BONDS. The bidder to whom a contract is awarded will be required to furnish a Performance Bond to the Owner, in an amount equal to one hundred (100) percent of the contract price.

The bonds shall be executed on the forms included in the contract documents by a surety company authorized to do business in the State of Kansas and acceptable as Surety to Owner.

Accompanying the bond shall be a 'Power of Attorney' authorizing the attorney-in-fact to bind the surety company and certified to include the dates of the bond.

CONTRACT DOCUMENTS. No pages shall be removed from the contract documents. The copy of contract documents filed with each proposal shall be complete and shall include all items listed in the Table of Contents and all addenda.

WORKMANSHIP. The bidder agrees, if his proposal is accepted, to guarantee workmanship, and to provide free of charge any services that fail to meet this guarantee.

DURATION OF CONTRACT. This Contract shall begin on August 1, 2023 and expires on July 31, 2024. Riley County reserves the right to extend, at Riley County's option, this contract for one year, per option, for up to 4 years after the initial year. If Riley County exercises all options this contract shall expire completely on July 31, 2028.

KANSAS LEGAL REQUIREMENTS. If the successful bidder is a corporation or other covered entity organized outside the State of Kansas, it will be necessary to register with the Secretary of State of Kansas to do business within the State (K.S.A. 17-7931 et seq.).

PRICES. Prices bid in this contract will be the prices Riley County pays for the services bid during 2023. If the annual options are exercised, the option prices may be negotiated upon written request of the contractor. Written request of negotiated option prices must be received by the County no later than ninety (90) days prior to the expiration of the existing contract or annual option in place.

SERVICE SPECIFICATION AND SPECIAL PROVISIONS

SCOPE. To provide dumpster, trash pick-up, hauling, and disposal as required for the Riley County departments named below. The following specifications are to be considered as minimum requirements.

DUMPSTERS. The bidder shall supply dumpsters for each location. Placement of dumpsters shall be determined by the department head at each location. The dumpsters shall be maintained by the bidder. General condition of the dumpster, including paint, caster wheels, hinges, lids, etc., shall be acceptable to Riley County and replaced or repaired by the bidder when determined by the bidder or Riley County to be unacceptable. The bidder shall be responsible for all expenses incurred from damage caused to dumpsters by any person. The bidder shall purchase and own dumpsters. Compensation for use of dumpsters by Riley County shall be included in the rate bid per month.

Additionally, the bidder will be responsible for the repair of damage to Riley County dumpster enclosures incurred by the bidder while in the performance of the contract at no additional cost to Riley County.

TRASH PICK-UP. Frequency of pick-up at each location shall be as indicated below. Additional pick-up shall be made when requested by Riley County. Compensation for additional pick-up shall be as bid.

HAULING. The bidder shall pay all costs for hauling.

DISPOSAL. All municipal solid waste collected as a part of this contract shall be disposed of at the Riley County Solid Waste Facility, 1881 Henton Road, Manhattan, Kansas as a part of the contractual performance.

CHARGES. In accordance with dumpster size, the bid submitted shall reflect the price per month and per year bid for each location. Riley County is not subject to federal excise tax or city and state sales tax.

BILLING. The monthly statement shall be sent to Riley County Public Works Department, 6215 Tuttle Creek Blvd., Manhattan, Kansas 66503.

REQUIREMENT. In conjunction with the corresponding information, requirements and stipulation, trash service shall be provided for the following Riley County departments.

1. Riley County Public Works Department
Contact: Julie Winter, PW Admin Services Manager
6215 Tuttle Creek Blvd
Manhattan, KS 66503 Phone: 785-537-6330

Frequency of Pickup:	1 time per week
Size of Dumpsters:	2 cubic yards
Number of Dumpsters:	1
Location:	South of the Traffic Shop at 6215 Tuttle Creek Blvd.

Frequency of Pickup: 1 time per week
 Size of Dumpsters: 6 cubic yards
 Number of Dumpsters: 1
 Location: West of main Fleet Shop at 6215 Tuttle Creek Blvd

Frequency of Pickup: 1 time per week
 Size of Dumpsters: 2 cubic yards
 Number of Dumpsters: 1
 Location: By fuel station at 6215 Tuttle Creek Blvd

2. Riley County Public Works / Parks Division

Contact: David Willis, Parks Manager

6215 Tuttle Creek Blvd

Manhattan, KS 66503

Phone: 785-539-2981

Frequency of pickup: 1 time per week
 Size of Dumpsters: 2 cubic yards
 Number of Dumpsters: 1
 Location: South of Park Shop at 6215 Tuttle Creek Blvd

Frequency of pickup: 1 time per week – (Wednesday)
 Size of Dumpsters: 4 cubic yards
 Number of Dumpsters: 1
 Location: Northeast end of Keats Park parking lot

Frequency of pickup: 1 time per week – (Wednesday)
 Size of Dumpsters: 2 cubic yards
 Number of Dumpsters: 1
 Location: East end of Noon Street in Fairmont Park

3. Riley County Weed Dept. and Household Hazardous Waste

Contact: Michael Boller, Director

6245 Tuttle Creek Blvd

Manhattan, KS 66502

Phone: 539-3202

Frequency of Pickup: 1 time per week
 Size of Dumpsters: 6 cubic yards
 Number of Dumpsters: 1
 Location: Next to buildings at 6245 Tuttle Ck Blvd.

4. **Riley County Courthouse Plaza**
 Contact: Julie Winter, PW Administrative Services Manager
 110 Courthouse Plaza
 Manhattan, KS 66502 Phone: 537-6330

 Frequency of Pickup: 5 times per week - (Monday thru Friday)
 Size of Dumpsters: 2 cubic yards
 Number of Dumpsters: 2
 Location: Adjacent to the northeast corner of the Courthouse located at 100 Courthouse Plaza.

5. **Riley County Museum**
 Contact: Katherine Hensler
 2309 Claflin
 Manhattan, KS 66502 Phone: 785-565-6490

 Frequency of Pickup: 1 time per week
 Size of Dumpsters: 96 gallon receptacle
 Number of Dumpsters: 1
 Location: 2309 Claflin

6. **Riley County Emergency Medical Service**
 Contact: David Adams, Director
 2011 Claflin Road
 Manhattan, KS 66502 Phone 785-539-3535

 Frequency of Pickup: 1 time per week
 Size of Dumpsters: 2 cubic yards
 Number of Dumpsters: 1
 Location: Adjacent to Emergency Medical Service facility at 2011 Claflin

7. **Riley County Fair Board**
 Contact: Gary Fike, Extension Director
 110 Courthouse Plaza
 Manhattan, KS 66502 Phone: 537-6350

 Frequency of Pickup: 2 times per week - (Tuesday & Friday)
 Size of Dumpsters: 8 cubic yards (with side doors)
 Number of Dumpsters: 1
 Location: Adjacent to Pottorf Hall in CiCo Park at 1710 Avery Avenue

Frequency of Pickup: 2 times per week - (Tuesday & Friday)
 Size of Dumpsters: 6 cubic yards
 Number of Dumpsters: 1
 Location: Adjacent to Hurlbert Hall in CiCo Park at 1710 Avery Avenue

8. Riley County Health Department

Contact: Jeremy Noll, Custodial Manager
 110 Courthouse Plaza
 Manhattan, Kansas 66502 Phone: 537-6330

Frequency of Pickup: 3 times per week - (Monday, Wednesday, Friday)
 Size of Dumpsters: 2 Yard
 Number of Dumpsters: 1
 Location: Health Department - 2030 Tecumseh Road

Frequency of Pickup: 3 times per week - (Monday, Wednesday, Friday)
 Size of Dumpsters: 1.5 yard
 Number of Dumpsters: 1
 Location: Family Child Resource Center – 2101 Claflin Road

INSURANCE. The Contractor shall indemnify and save Riley County harmless from and against all liability for damages, costs and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to person or property by reason of the work performed by the Contractor, its subcontractors, agents or employees under this Contract.

The Contractor shall carry liability insurance to protect the public from injuries by reason of carrying on the contract work and to protect Riley County from all liability for injuries to the employees of the contractor, as provided by law, and to protect Riley County from all liabilities to any person from damages sustained by reason of carrying on the work described in the Contract.

The Contractor shall file with Riley County, prior to the time of execution of the Contract, "Certificates of Insurance" showing the Contractor carries "Worker's Compensation and Employer's Liability" insurance as recognized by the Kansas Insurance Commissioner, "General Liability" that includes; Comprehensive Form, Premises-Operation, Underground Hazard, Products/Completed Operations Hazard, Contractual Insurance, Broad Form Property Damage, Independent Contractors and Personal Injury with a minimum combined single limits of \$1,000,000.00 for Bodily Injury and Property Damage and "Automobile Liability" that includes; Comprehensive Form, Owned, Hired and Non-Owned with minimum combined single limits of \$1,000,000.00 for Bodily Injury and Property Damage. Insurance as herein required shall be maintained in force until Riley County releases the Contractor from all obligations under the Contract, but said insurance contract shall cover claims for such length of time as said claims are permitted by law.

If any part of the work is sublet, then the Contractor shall provide identical insurance on behalf of the subcontractors to cover their operations. Such insurance shall cover all hired or rented equipment and operations thereof.

"Certificates of Insurance" shall not be accepted unless the insurer is authorized by the Kansas Insurance Commissioner to do business in Kansas.

SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of the Contractor's right, title, or interest therein, without advance written consent of Riley County. In case such consent is given, the Contractor shall be permitted to sublet a portion thereof, but shall perform, with its own organization, work amounting to not less than 30 percent of the total contract price. No subcontract, or transfer of contract, shall in any case release the Contractor of his/her liability under the contract and bonds applicable thereto.

BREACH OF CONTRACT. If the Contractor:

- (a) refuses to perform the work under contract,
- (b) fails to perform the work with sufficient workers and equipment to assure the prompt completion of said work;
- (c) performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable or unsuitable;
- (d) discontinues the prosecution of work;
- (e) fails to resume work, which has been discontinued, within a reasonable time after notice to do so;
- (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
- (g) allows any final judgment of a court of law to stand against the Contractor unsatisfied for a period of ten days;
- (h) makes an assignment for the benefit of creditors;
- (i) for any other cause whatsoever, fails to carry on the work in an acceptable manner; the Board of County Commissioners may give notice in writing to the Contractor and the Contractor's surety of such delay, neglect or default specifying the same. If the Contractor, or surety, within a period of ten days after such notice, does not proceed in accordance therewith, then Riley County shall, upon notification of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor. Riley County may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may enter into an agreement for the completion of said contract according to the terms and provisions thereof; or use such other methods as, in the opinion of Riley County, shall be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by Riley County, together with the costs of completing the work under contract, shall be deducted from any monies otherwise due or which may become due to the Contractor.

In case the expense so incurred by Riley County shall be less than the sums which would have been payable under the contract if it had been completed by Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay Riley County the amount of said excess.

If Riley County elects to take prosecution of the work out of the hands of the Contractor, for the reasons and in the manner herein provided, Riley County may, without violating the contract, instead of completing the contract in the manner herein provided, demand of the Contractor's surety that the surety proceed in place of the Contractor in such case and gives its consent that the completion of the contract shall be undertaken and performed by the surety and the surety shall complete said contract according to the terms and provisions thereof.

A waiver on the part of Riley County of any breach of any part of the contract shall not be construed as a waiver of any other subsequent breach.

CANCELLATION OF CONTRACT. The Board of County Commissioners may, by written order, defer or cancel the contract or any portion thereof after determining that for reasons beyond the Contractor's control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that deferment or cancellation would therefore be in the public's best interest. Such reasons for deferment or cancellation may include, but not need be necessarily limited to restraining orders or injunctions issued by any court of competent jurisdiction, where the issuance of such order or injunction is primarily caused by acts or omissions or persons or agencies other than the Contractor.

CANCELLATION: When the contract, or any portion thereof, is canceled, and the Contractor is released before all items of work included in his contract have been completed, payment shall be made for the actual items of work completed at the contract unit prices, or at the agreed prices when no unit prices are included in the contract. No claim for loss of anticipated profits shall be considered.

Cancellation of the contract or portion thereof shall not relieve the Contractor of any contractual responsibilities for the work completed, nor shall it relieve the surety of its obligation for any just claim arising out of the work performed.

PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS, RILEY COUNTY, KANSAS; THE UNDERSIGNED BIDDER, having examined the contract documents, specifications, and all addenda thereto; and being acquainted with and fully understanding the extent and character of the work covered by this Proposal:

HEREBY PROPOSES to furnish RILEY COUNTY PROJECT NO. 060123 RILEY COUNTY TRASH SERVICES – 2023 for the period ending July 31, 2024 and having carefully examined the bidding requirements and Contract Documents for the above captioned project, as well as all conditions and addenda affecting the work, the undersigned agrees to furnish work for and in consideration of the following prices:

Item #	Department	Dumpster	Location	Pick-up	Price/Month	Price/Year	Price/Extra PU
1.	Courthouse Plaza	2 - 2yd	Courthouse	5/wk M-F	\$ 513.00	\$ 6156.00	\$ 50.00 each
2.	Emergency Medical Service	1 - 2yd	Clafin	1/wk	\$ 79.20	\$ 950.40	\$ 50.00 each
3.	Fair Board	1 - 6yd	Huribert Hall	2/wk Tue & F	\$ 256.50	\$ 3078.00	\$ 50.00 each
		1 - 8yd	Pottorf Hall	2/wk Tue & F	\$ 289.80	\$ 3477.60	\$ 50.00 each
4.	Noxious Weed/HW	1 - 6yd	Tuttle Creek Blvd	1/wk	\$ 151.20	\$ 1814.40	\$ 50.00 each
5.	Museum	1 - 96 gal.	Clafin	1/wk	\$ 22.00	\$ 264.00	\$ 50.00 each
6.	Parks	1 - 2yd	Park Shop	1/wk	\$ 79.20	\$ 950.40	\$ 50.00 each
		1 - 4yd	Keata Park	1/wk Wed	\$ 118.80	\$ 1425.60	\$ 50.00 each
		1 - 2yd	Noon Street	1/wk Wed	\$ 79.20	\$ 950.40	\$ 50.00 each
7.	Public Works	1 - 2yd	Traffic Shop	1/wk	\$ 79.20	\$ 950.40	\$ 50.00 each
		1 - 6yd	Fleet Shop	1/wk	\$ 151.20	\$ 1814.40	\$ 50.00 each
		1 - 2yd	Fuel Pumps	1/wk	\$ 79.20	\$ 950.40	\$ 50.00 each
8.	Health Department	1 - 2yd	Health Department	3/wk M-W-F	\$ 164.70	\$ 1976.40	\$ 50.00 each
		1 - 1.5yd	Family Child Resource Center	3/wk M-W-F	\$ 164.70	\$ 1976.40	\$ 50.00 each
Bid Totals:					\$ 2227.90	\$ 26734.80	

In submitting this bid, it is understood that the right is reserved by the Board of County Commissioners to reject any and all bids, and it is understood that this bid may not be withdrawn during a period of 30 days after the scheduled time for the receipt of bids. The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of, or in behalf of, any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the Board of County Commissioners.

The undersigned bidder acknowledges receipt of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

Dated in _____ this _____ day
of _____, 20____.

SIGNATURE OF BIDDER

If an Individual: _____, doing
business as _____

If a Partnership: _____
by _____, partner

If a Corporation: By G. H. Wick Howie's Enterprises LLC
by G. H. Wick
Title President

Business Address of Bidder: 625 S 10th
Manhattan KS 66502

Telephone Number 785-776-8352

FAX Number 785-776-5937

Corporate Seal:

Attachment to "Contract" Between Riley County (hereinafter "County"), and
Howie's Enterprises, LLC. (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.

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 more than 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 their 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. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

6. ANTI-DISCRIMINATION CLAUSE.

- 6.1. In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. Contractor shall include the provisions of paragraphs 6.1 through 6.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 6.7. Parties to the contract understand that this paragraph number 6 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.

7. **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.

8. **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.

9. **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.
10. **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.
11. **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.
12. **TERM AND TERMINATION.**
- 12.1. **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.
- 12.2. **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.
- 12.3. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.
- 12.4. **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.
- 12.5. **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. That determination of fair value of acceptable services shall be made solely by County.
13. **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.

14. **PERSONNEL.**

- 14.1. **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.
- 14.2. **Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- 14.3. **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.

15. **PROHIBITION OF CONFLICTS OF INTEREST.**

- 15.1. **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.
- 15.2. **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.
- 15.3. **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.

16. **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.
17. **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.
18. **RECORDS, REPORTS AND INSPECTION.**
- 18.1. **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.
- 18.2. **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.
- 18.3. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.
- 18.4. **Audit.** Contractor shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.
- 18.5. **Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.
- 18.6. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.
- 18.7. **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.

19. **METHOD OF BILLING AND PAYMENT.**

- 19.1. **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.
- 19.2. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 18, above.
- 19.3. **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.
- 19.4. **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.
- 19.5. **Mailing Address.** Payments shall be mailed to Contractor's address as set forth herein.
20. **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.
21. **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.
22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
23. **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.

24. **LIABILITY INSURANCE.** Contractor agrees to maintain the minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for Proposal. Liability insurance coverage must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County named as an additional insured, which shall be delivered to the Office of the Riley County Counselor for approval. Such certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives notice of such change by registered mail.
25. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Vendor to perform the services hereunder, Vendor agrees to promptly replace that person with an individual approved by County.
26. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
27. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

County

RILEY COUNTY, KANSAS

Owner

By: 

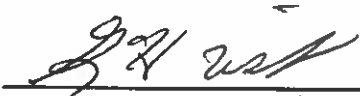
Kathryn Focke, Chairperson

Date

7-31-23

Contractor

Howie's Enterprises, LLC.

By: Printed Name: Greg Hulen

Date

ATTEST:



Rich Vargo, County Clerk



Approved as to Form

By: 

Clancy Holman

Riley County Counselor

Date

7-29-23

145201

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

that the Contractor Howie's Enterprise LLC as principal,
 and as surety Inland Insurance
 a corporation authorized under the laws of the State of Nebraska
 with general offices in Lincoln Nebraska
 and authorized to transact business in the State of Kansas are held firmly bound unto Riley County, Kansas as
 Owner, in the penal sum of Twenty-six Thousand Seven Hundred Thirty-four Dollars and Eighty Cents
(\$26,734.80)

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 1st day of August, 20 23.

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 1st day of August, 20 23, for the furnishing

of all materials and labor and doing all the work of whatever kind necessary to provide trash service 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.


Principal

Inland Insurance
Surety


Jeffrey J. Kruse, Attorney-in-fact

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

INLAND INSURANCE COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **INLAND INSURANCE COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Jeffrey J. Kruse or Michael W. Widman or Brooke Steiner or Christi Hursh
or Travis Say or LaNique Brown or Bernie J. Haney or Amanda Morton, Manhattan, Kansas
or Deanna M. Bond, Wamego, Kansas

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **INLAND INSURANCE COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 10th day of October, 20 22.

Carol J. Clark

Secretary/Treasurer

State of Nebraska

County

of

ss.

Lancaster

By

INLAND INSURANCE COMPANY

Curt L. Hartter President



On this 10th day of October, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2026.

Notary Public

I, Philip C. Abel, Director of **INLAND INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **INLAND INSURANCE COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 1st day of August, 20 23.

Philip C. Abel

Director





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 29, 2024

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2024-07 PW Nick Decker EAF (DOCX)
- 2024-07 PW RNelson EAF (DOCX)
- 2024-07 PW TSchall EAF (DOCX)
- 2024-07 Museum LGlasgow EAF (DOCX)
- 2024-07 Museum SWolgast EAF (DOCX)
- 2024-07 HD DBanks EAF (DOCX)
- 2024-07 Election CCooper EAF (DOCX)
- 2024-07 Election LUrbanek EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Nick Decker**Status Change Date:** 07/31/2024**Status Change:** Separation**Date of Hire:** 05/06/2024**Seniority:** 0 Year(s), 2 Month(s)**Position:** Parks Seasonal**Position Type:** Seasonal**Pay Range:** Seasonal**Pay Type:** Hourly**Base Rate:** \$14.00**Annualized Pay:** \$29,120.00**Funds Codes:** 1-General/40- Public Works**Supervisor:** Jeffrey Martinez**Department Head:** John Ellerman

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-07 PW Nick Decker EAF (14940 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Ryker Nelson**Status Change Date:** 07/31/2024**Status Change:** Separation**Date of Hire:** 06/03/2024**Seniority:** 0 Year(s), 1 Month(s)**Position:** Parks Seasonal**Position Type:** Seasonal**Pay Range:** Seasonal**Pay Type:** Hourly**Base Rate:** \$15.07**Annualized Pay:** \$29,120.00**Funds Codes:** 1-General/40- Public Works**Supervisor:** Jeffrey Martinez**Department Head:** John Ellerman

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-07 PW RNelson EAF (14940 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Taylor Schall**Status Change Date:** 07/31/2024**Status Change:** Separation**Date of Hire:** 06/06/2024**Seniority:** 0 Year(s), 1 Month(s)**Position:** Parks Seasonal**Position Type:** Seasonal**Pay Range:** Seasonal**Pay Type:** Hourly**Base Rate:** \$15.07**Annualized Pay:** \$29,120.00**Funds Codes:** 1-General/40- Public Works**Supervisor:** Jeffrey Martinez**Department Head:** John Ellerman

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-07 PW TSchall EAF (14940 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Linda Glasgow**Status Change Date:** 10/01/2024**Status Change:** Separation**Date of Hire:** 10/07/1992**Seniority:** 31 Year(s), 9 Month(s)**Position:** Curator Archive & Library**Position Type:** RFT**Pay Range:** Range 12**Pay Type:** Salary**Base Rate:** \$3,340.00**Annualized Pay:** \$86,840.00**Funds Codes:** 1- General/17- Museum**Supervisor:** Katharine Hensler**Department Head:** Katharine Hensler

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-07 Museum LGlasgow EAF (14940 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Sydney Wolgast**Status Change Date:** 07/31/2024**Status Change:** Separation**Date of Hire:** 02/06/2024**Seniority:** 0 Year(s), 5 Month(s)**Position:** As Needed Museum Asst**Position Type:** TASND**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$15.00**Annualized Pay:** \$0.00**Funds Codes:** 1-General/17- Museum**Supervisor:** Katharine Hensler**Department Head:** Katharine Hensler

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-07 Museum SWolgast EAF (14940 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Danielle Banks

Status Change Date: 07/23/2024

Status Change: New Hire

Date of Hire: 09/23/2024

Seniority: 0 Year(s), 0 Month(s)

Position: APRN

Position Type: RFT

Pay Range: DD

Pay Type: Salary

Base Rate: \$4412.70

Annualized Pay: \$114,730.42

Funds Codes: 30- Health Department/400- Health Department General

Supervisor: Jacob Clarke

Department Head: Julie Gibbs

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-07 HD DBanks EAF (14940 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Collin Cooper**Status Change Date:** 07/24/2024**Status Change:** New Hire**Date of Hire:** 07/24/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Temp Election Worker**Position Type:** Volunteer**Pay Range:** Election**Pay Type:** Stipend**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 1-General/19- Election**Supervisor:** Susan Boller**Department Head:** Richard Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-07 Election CCooper EAF (14940 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Linus Urbanek**Status Change Date:** 07/24/2024**Status Change:** New Hire**Date of Hire:** 07/24/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Temp Election Worker**Position Type:** Volunteer**Pay Range:** Election**Pay Type:** Stipend**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 1-General/19- Election**Supervisor:** Susan Boller**Department Head:** Richard Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-07 Election LUrbanek EAF (14940 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
August 01, 2024**

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

Cindy Kabriel
785-565-6200

**Leonardville Community Building, 118 N.
Erpelding**

6:30 PM

[District 1 – John Ford, Chair](#)

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

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

6:30 PM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

6:45 PM

Clancy Holeman, Counselor/Director of Administrative Services

1. Administrative Work Session

7:00 PM

Josh Gering, EMS/Ambulance Assistant Director

2. Leonardville EMS/Ambulance Station update

7:15 PM

Michael Boller, Noxious Weed Director

3. Staff update

Adjournment

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

Attachment: 08-01-24 tentative agenda (14222 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
August 05, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. United Way Proclamation
2. Discuss Good Morning Manhattan

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:20 AM

Jessie Hubbard, Administrative Assistant II

4. City Alcohol Grants

9:30 AM

Press Conference

5. RCPD Update - Greg Steere (3-5 minutes)
6. Downtown Manhattan update - Gina Snyder (3-5 minutes)
7. Presentation of United Way Proclamation - John Ford and Elizabeth Ward (3 minutes)

9:40 AM

Julie Gibbs, Human Resources Director

8. MCH Grant Application

9:45 AM

Amanda Webb, Planning/Special Projects Director

9. Staff update

Attachment: 08-05-24 tentative agenda (14222 : Tentative Agenda)

10:00 AM Russel Stukey, Emergency Management Director

10. Staff update

10:15 AM Brittany Phillips, Budget and Finance Officer

11. Rural Fire budget

10:30 AM Amanda Webb, Planning/Special Projects Director

12. Keat Design Contract with BG Consultants

10:45 AM Elizabeth Ward, Human Resources Manager

13. State Health Insurance contract

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: 08-05-24 tentative agenda (14222 : Tentative Agenda)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Staff Update

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

STAFF REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: July 29, 2024

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman, Riley County Counselor

Enclosures:

- FINAL_Commission List 07.29.2024 (DOCX)

PENDING COUNTY PROJECTS ▪ January 2024 through July 24, 2024, Submitted by Clancy Holeman, Riley County Counselor

NOTE: The below lists are not intended to be a comprehensive list of all “pending” Commission or other County Department/Division projects underway. Instead, the below lists represent an ongoing “snapshot” of the current status of selected pending projects which have either consumed significant staff time or involve county issues of widespread significance. Additional entries show selected project work for individual county departments. The sequence of entries below is not intended to reflect the priority assigned to any work described. All entries more than 6 months old have been removed (with the exception of some entries when historical information may be useful). ***Bold type entries are the most recent.***

COMMISSION LIST

I. Projects By Category:

American Rescue Plan: Discussion with staff about possibly engaging consultant to assist County with federal/state requirements in future use of County’s \$14M allocation of ARPA funds. Similar concept to staff’s use of consultant with prior CARES funding. Unlike CARES funding, a primary focus of ARPA funding is infrastructure. (8-31-21)

Board of Riley County Commissioners: Prepare letter of support for City of Ogden grant application. (9-13-23) Attend and participate in BOCC meetings. (9-7-23; 9-11-23) Assist in finalization of annual County financial audit. (9-14-23) Attend and participate in BOCC meeting. (10-12-23.) Work on pending litigation “I”. (10-13-23) Attend and participate in BOCC meeting (10-16-23.) Attend and participate in BOCC meetings. (10-19-23;10-23-23) Work on communication project. (10-24-23; 10-25-23.) Review contractual provisions for subsequent use. (10-25-23.) Attend and participate in BOCC meeting. (10-26-23.) Attend and participate in County/City/USD 383 meeting. (10-26-23.) Attend and participate in BOCC public meeting in City of Ogden. (10-30-23.) Attend and participate in BOCC meeting. (11-2-23.) Prepare for late arrival to BOCC meeting on November 6, 2023. (11-5-23.) Work on Fire District project. (11-7-23) Attend and participate in BOCC meetings. (11-9-23; 11-13-23) Attend and participate in BOCC meeting. (12-28-23) (Work on fence view issue. (1-2-24) Review agenda and prepare for 1-4-24 BOCC meeting. (1-3-24) Attend and participate in BOCC meeting. (1-4-24) Prepare for 1-8-24 BOCC meeting. (1-5-24) Work on fence view issue. (1-5-24) Attend and participate in BOCC public meetings. (1-8-24; 1-11-24) Review project contract. (1-11-24) Work on fence view. (1-14-24; 1-15-24; 1-16-24; 1-17-24) Work on Fence view. (1-18-24; 1-19-24; 1-20-24;1-21-24;1-22-24) Work on letter of support for WTC. (1-19-24; 1-20-24) Attend and participate in BOCC meeting. (1-18-24; 1-22-24) Obtain BOCC approval of letter of support for WTC. Attend and participate in BOCC meetings. (1-25-24; 1-29-24) Draft and place on BOCC agenda support letter for City of Ogden’s grant application. (1-25-24) Work on fence view. (1-25-24; 1-26-24;1-28-24; 1-29-24; 1-30-24; 1-31-24) Attend and participate in BOCC meetings. (2-1-24;2-5-24) Obtain BOCC signature on fence view order; file with ROD; email copies of signed order to both parties (or their counsel). (2-1-24) Regular mail and email to both parties of file-stamped originals of fence view order. (2-2-24) Attend and participate in BOCC meetings. (2-12-24; 2-15-24;2-19-24) Meet with counsel for party in pending matter. (2-16-24) Attend and participate in public BOCC meetings. (2-22-24; 2-26-24) Attend and participate in BOCC meeting. (2-29-24) Attend and participate in BOCC meeting (3-7-24) Attend and participate in BOCC meetings. (3-11-24;3-14-24; 3-18-24) Attend and participate in BOCC public meetings. (3-21-24;3-25-24) Work to schedule executive session. (3-21-24) Attend and participate in BOCC Meetings. (4-4-24; 4-8-24) Attend and participate in BOCC meetings. (4-11-24; 4-15-24) Enter appearance as counsel of record in multiple pending mortgage foreclosure and probate cases to process claims for unpaid real and/or personal property taxes. (4-9-24; 4-10-24; 4-11-24; 4-12-24) Review mtg. foreclosure file and answer filed. 4-16-24) Attend and participate in BOCC public meetings. (4-22-24; 4-25-24,4-29-24) Attend and participate in BOCC public

meetings. (5-2-24; 5-6-24) Attend budget presentations to BOCC of various outside agencies. (5-6-24) Work on file documentation presented today by Jason Hilgers of City's draft plan on City's proposed CICO Park Improvements. (5-2-24) Review information for BOCC agenda item scheduled for 5-6-24. (5-3-24) Work on appropriation request analysis. (5-3-24) Attend and participate in BOCC public meetings. (5-9-24; 5-13-24. Work on analysis of appropriation issues. (5-9-24;5-12-24) Work on appropriation issue question. (5-14-24) Attend and participate in BOCC public meetings: (5-30-24; 6-3-24) Attend and participate in BOCC public meetings. (6-6-24; 6-10-24) Watch BOCC public meeting online during remote work. (6-13-24) Attend and participate in BOCC public meeting. (6-17-24) Attend and participate in BOCC public meetings. (6-20-24;6-24-24) Attend City/County/County meeting. (6-20-24) Communication on pending contractual issue. (6-21-24) Schedule executive session for Monday, July 1, 2024. (6-26-24) Attend and participate in BOCC meetings (6-27-24; 7-1-24) Attend and participate in BOCC meetings. (July 8, 2024; July 11, 2024) Attend and participate in staff working group on planned retreat. (7-9-24) Prepare for upcoming executive session. (7-8-24;7-9-24;7-10-24) Work on potential authorization for beer sales at Kaw Valley Rodeo during Riley County Fair. (7-8-24) Attend and participate in BOCC public meetings. (7-15-24;7-18-24) Confirm vendor has complied with terms of beer sales at Kaw valley Rodeo. during Riley County Fair. (7-12-24) Place indemnification agreement on BOCC agenda for review and approval by BOCC at 7-18-24 public meeting. (7-16-24) **Attend and participate in BOCC public meetings. (7-22-24; 7-25-24) Discuss new potential fence view with citizen. (7-24-24)**

“Constitutional Protection of County Home Rule”:

County Jail Inmate Medical Care: Schedule staff discussion of contract development. (5-21-23) Meeting with Mark French on contract. Communication with staff working group to schedule teams meeting May 7, 2024. (5-1-24) Review material in preparation for Teams meeting. Participate in Teams meeting. Carry out assigned task. (5-7-24) Communication from team members regarding assigned task. (5-8-24)

Countywide Emergency Radio Communications System Upgrade: The upgrade is complete. But now the “program” phase has been completed, additional work from this department will be provided, as necessary, during the “maintenance” and “warranty” periods now underway. Discussion with contract administrator for vendor (L3Harris) scheduled for August 27, 2021. Discussion held with vendor contract administrator. Discussion with EM Director (8-30-21). Working toward final documents of “program” phase. Conversation with EM Director. (9-24-21) Conversation with L3Harris contract administrator, moving this matter toward likely resolution by the BOCC on 9-30-21. (9-24-21) Review appropriately continues among EM, KSU and Emergency Dispatch personnel regarding close out of this phase of the project. (9-24-21) Draw Commission Agenda Report and place on 9-30-21 agenda for BOCC review and approval of contract documents. (9-28-21) Discuss final contract documents for agenda separately with EM Director and L3Harris Contract Administrator. (9-29-21) Obtain BOCC approval of Amendment 1 to Master Service Agreement. (9-30-21)

Delinquent Real Property Tax Sale: Legal research. Prepare documents for the next stage in the process. (4-12-24) Work to review final contract signed. (May 1, 2024) Contact IT with information on underlying purchase. (5-3-24) Attend and assist in Delinquent Real Property Tax Sale. (6-28-24)

“Dark Store”:

District Court:

Federal Rules on Vaccination Mandate:

First Christian Church: Now this property is “listed” as a “historic site,” there are state law restrictions applicable whenever a “project” is undertaken involving potential repair, damage or destruction of the site or its structure (9-11-23;9-12-23;9-13-23) Work on Appeal. (9-14-23;9-15-23;9-16-23;9-17-23;9-18-23;9-19-23; 9-20-23; 10-4-23;10-5-23;10-6-23;10-7-23;10-8-23;10-10-23; 10-11-23.) Work on appeal. (10-12-23; 10-

17-23; 10-18-23.) Conversation with opposing counsel and agree to extend her time to file brief. (11-3-23) Receive emailed brief from opposing counsel on appeal; following two extensions of time which opposing counsel had requested—which extensions were granted by the Court of Appeals. (1-19-24) Timely filed our brief in February 2024. Checked with Clerk of Court of Appeals—There have been no orders from Court of Appeals since, setting or denying both sides' request for oral argument, etc. (5-2-24)

Indigent Legal Services: Attorney contracts for 2022 were created and emailed to current attorneys under contract. (11-3-21) Notice to Riley County Bar Association of at least one attorney vacancy effective January 1, 2022. (11-4-21) Proposed 2022 contracts have been provided to all current lawyers under contracts. None returned as of 11-23-21. No indigent legal service contracts are in place for the calendar year 2022. Work on various issues related to this service. (2-10-23; 2-13-23; 2-14-23; 2-15-23; 2-16-23; 2-19-23; 2-20-23; 2-21-23; 2-22-23; 2-24-23; 2-26-23; 2-27-23; 2-28-23; 3-1-23; 3-2-23; 3-3-23; 3-4-23; 3-6-23; 3-7-23; 3-8-23) Work on various issues related to this service. (3-19-23) Work at staff level on compensation for this service. (3-28-23) schedule next staff level discussion of compensation for this service. Discuss with Deputy Counselor compensation for this service. (3-29-23) Work on project. (6-1-23) Work on project. (6-8-23) Draw up final version of CAR; RFP; and Contract. (6-19-23; 6-20-23) Obtain BOCC approval of form RFP and Contract. (6-22-23) Finalize RFP and contract and distribute to local Bar Association membership with encouragement to apply well before August 4, 2023, deadline for proposals because they will be considered as they are submitted. (6-29-23; 6-30-23) Create documents for publication in newspaper and placement on county website for this service. (7-7-23; 7-10-23; 7-11-23; 7-12-23) Deadline for proposals to arrive in Clerk's office 5 p.m. August 4. Work on issues related to service. (10-25-23.) Work on scheduling discussion. (6-5-24)

Legislation: Discuss with BOCC potential annual legislative conference dates in December 2023. (10-16-23) Notify delegation members conference scheduled on the following date which worked for a majority of responding legislators: December 14, 2023, noon to 2 pm. (10-26-23) Work on agenda for legislative conference (10-27-23; 10-30-23) Work on agenda for legislative conference. (11-13-23; 11-14-23; 11-15-23) Work on letter of BOCC support for SB 196. Obtain BOCC signatures and email to Senate Assessment and Taxation Committee. (1-4-24; 1-5-24; 1-7-24; 1-8-24) Prepare and submit timely lobbyist compensation report for 2023 legislative session. (1-10-24) Prepare BOCC opposition letter for HB 2036. (1-10-24) Present draft of HB 2036 opposition testimony. Re-draft to insert BOCC changes. Obtain BOCC final approval of letter. Timely submit to senate committee secretary final version of HB 2036 BOCC opposition testimony. (1-11-24) Communicate with House delegation on BOCC testimony submitted previously to Senate Tax on SB 196 and HB 2036. (1-15-24) Communicate with contract lobbyist on HB 2468 (a bill of concern to Emergency management) (1-16-24) Communicate with member of state delegation on SB 196; HB 2036. Work on HB 2026 opposition testimony. (1-16-24) Work on HB 2036. (1-17-24) Work on SB 162. Communicate with lobbyist. (1-18-24) Work on SB 162 (1-19-24) Appear before Senate Committee on Local Government on SB 162. (1-22-24) Review SB346(upzoning/downzoning—removal of county authority). (1-25-24) Work on SB 162. (1-25-24; 1-31-24) Discuss various bills with lobbyist. (2-2-24) Discussion with another county counselor on a bill Riley County is interested in. (2-2-24) Work on SB 162. (2-2-24) Discuss SB 162 with lobbyist. (2-21-24) Communicate with contract lobbyist on HB 2599 (KORA request fees) (2-27-24) Review legislative issues remaining in session of interest to Riley County. (2-28-24) Work on SB 162 set for hearing in House Local Government committee on Monday, March 11, 2024. (3-5-24; 3-6-24) Work with Deputy Counselor on contract issue. (3-6-24) Work on SB 162 hearing scheduled for March 11, 2024. (3-7-24; 3-8-24) Attend and participate with Commissioner McKinley in hearing before the House Committee on Local Government in support of SB 162. (3-11-24) Communicate with contract lobbyist on SB 162. (3-12-24) Communicate with delegation member on SB 311; Discuss with County Appraiser. (3-12-24) Review House calendar status of SB 162. It is on General Orders. (3-20-24) Communication from contract lobbyist. Communicate with BOCC members regarding immediately foregoing.

Leonardville North County EMS Station: Follow up call to City of Leonardville attorney. (4-11-23) Set up phone appointment with City of Leonardville Attorney—to discuss having city begin process of opening the easement as an alley for access to the site. (5-3-23) Phone discussion with City of Leonardville attorney and

arrange for teams meeting next Tuesday (5-9-23) with him, Craig and me to discuss details of City legally “opening” alley to site of ambulance and performing tree trimming along that alley. (5-3-23)

National Opioid Litigation Settlement: Notice of Deadline to “opt in” to latest round of national opioid class action litigation settlements is April 18, 2023. (3-27-23) Prepare and submit CAR for BOCC 4-10-23 public meeting; with my recommendation to BOCC regarding “opt in” to latest round of national opioid class action litigation settlements—5 new defendants settling. Discuss with Assistant Attorney General managing this matter state-wide. (4-6-23) Submit electronically our “opt in” to latest round of national opioid class action settlements, as previously authorized by BOCC. Confirmation from settlement administrator that “opt in” accomplished. (4-14-23)

NG-911 Committee (Road naming): Attend and participate in committee meeting. (2-14-23)

Proposed Construction of EMS/EM/RCFD Emergency Services Headquarters: Schedule work session for discussion of design issue related to facility. (1-27-23)

Riley County Annual Legislative Conference: Discussion with County Register of Deeds to schedule meeting week of December 5th to review documentation of long-term revenue loss to Riley County caused by legislature’s past elimination of the mortgage registration fee. (12-1-22) Work preparing for 12-12-22 legislative conference. (12-8-22; 12-11-22) Discuss legislative conference information with County Appraiser. (12-8-22) Discuss legislative conference information in meeting with County Register of Deeds. (12-9-22) Work with members of delegation; 2023 Annual Legislative Conference scheduled for Thursday, December 14th, from noon to 2 p.m., BOCC chambers. (10-23-23) Conversation with member of delegation—confirming member will attend. (10-24-23.) *Discuss options with BOCC regarding potential 2024 annual legislative conference. (7-22-24)*

Riley County District Court: Discussion regarding BOCC consideration of funding potential “resolution docket” to assist with case backlog. (4-27-23) Work on project. (5-2-24)

Rural Economic Development Advisory Board:

Staff Budget and Planning Committee:

White Canyon Benefit District: White Canyon benefit district’s residents’ request, made during this date’s public commission meeting, asking whether Riley County willing to supplement the cost of the benefit district’s proposed private road improvement project. No dollar figure provided by benefit district residents. County staff instructed to provide BOCC at upcoming meeting most recent Riley County Public Works’ “estimate” of “northern route” as an option to current benefit district project proposed. (8-30-21)

II. Projects by Department or Division:

Administrative Services/County Counselor: Work on matters related to departmental transition. (1-25-2023; 1-26-2023; 1-27-2023) Interviews of applicants for Deputy County Counselor position in transition scheduled to take place 9-29-23.-23. (3-2-23; 3-3-23) Work on Departmental transition matters. (4-28-24) Work on Departmental transition matters. (5-2-24; 5-3-24)

Riley County Appraiser’s Office: Communicate with department Head on costs associated with BOTA appeal. (12-29-23) Communicate with staff on immediately preceding issue. (1-1-24) Communicate with Appraiser on exemption application. (1-11-24) Advise Department Head on legal issues. (1-24-24) Advise Department Head on process issue. (2-29-24; 3-1-24) Communicate with department head. And Deputy Counselor. (3-4-24; 3-8-24) Advise Appraiser on KORA request. (5-1-24) Communication on legal matters.

(5-1-24) Communication on different legal matters. (5-1-24; 5-2-24) Assist Department Head on pending matter. (5-6-24) Communicate on legal matter. (5-14-24) Meet with and advise Department Head on BOTA decision and separate appraisal matter. (5-29-24) Communicate with staff on upcoming meeting dates for discussion. (7-5-24)

Riley County Attorney: *Discuss legal issue. (2-1-24)*

Riley County Clerk: Advise and assist on open record act issue. (9-12-23;9-13-23) Schedule meeting with staff of two departments to plan means of addressing particular type of KORA request in most fair and efficient manner to reduce, potentially, two departmental workloads. (9-13-23;9-14-23) Reschedule forgoing meeting to 10-27-23. (10-19-23) Work on contract law issue. (10-24-23) Assist with legal issue. (11-3-23;11-5-23; 11-6-23.) Approve on minute track as to form revised parking lot resolution developed by Deputy Counselor. (1-2-24) Work on autopsy record storage issue. (2-2-24) *Prepare* resolution regarding Plaza reservations; present to BOCC and obtain approval. (2-27-24; 2-28-24;2-29-24) Communicate with staff on a request for a mailing address change. Communicate with counsel on client name change. Communicate with staff on records name change issue. (3-4-24;3-5-24) Work on notice of upcoming special meeting of BOCC. (3-12-24) Work with Clerk staff member on preparing for RNR compliance during 2025 budget. (3-20-24) Work with Department Head and his staff on election procedural matters raised by vacancy in a City of Manhattan elected office. (5-10-24) Work on contract issue for department. (6-14-24) Attend and participate in staff working group regarding ongoing project. Communicate with contractor afterward. (6-17-24) Review return of contract accepting our contractual attachment. Communicate with Department staff on next steps for BOCC approval. (6-21-24) Prepare Commission Agenda report on foregoing project. Staff uploads for Thursday, June 27th BOCC public meeting. (6-24-24) Work on Finance Officer question on behalf of BOCC. (6-25-24) Legal analysis of RNR statute. (6-27-24; 6-28-24;7-2-24;7-3-24) Assist with staff questions regarding legal interpretation. (7-5-24)

Riley County Community Corrections: Discuss with PIO and department Head proposed correction of recently published newspaper article on grant award to Department. (1-2-24) Further conversation with Department Head and PIO about immediately preceding newspaper article. (1-2-24) Communicate with Director on potential policy. (2-27-24) Contact Department at request. (5-14-24) Work with Department on project involving funding. (5-15-24)

Riley County Emergency Management: Work on project issue. (11-7-23; 11-8-23) Conversation with stakeholders on a radio tower lease amendment. (1-2-24) Communicate with Director on state winter weather disaster declaration just released. (1-24-24) **Assist** with written response to vendor. (4-22-24) Advise on KORA request. (5-2-24) Advise other staff on same KORA request. (5-2-24) Contact County PIO about foregoing, relevant to any photos or video. (5-2-24; 5-3-24) Check in with Helpdesk. (5-7-24) Work with State project manager regarding scheduling matter on roundabout project at k-13/US24, easement purchase from county of County ROW at Fire Station. Work with Cindy K. on agenda time. (5-7-24) Work with department on personnel law matter. (5-14-24; 5-15-24)

Riley County Emergency Medical Services: Prepare for staff discussion of proposed ride along program and its necessary requirements. Participate in staff discussion. (5-7-24)

Riley County Extension: Work on legal question raised by Director. (5-29-24)

Riley County Fire District No. 1: Work on contract law issue. (11-7-23; 11-8-23.) Work on separate contract law issue. (11-7-23) Prepare for January 9, 2024, training presentation to District leadership. (12-27-23; 12-28-23; 12-29-23; 12-30-23; 12-31-23; 1-1-24) Conversation with HR Director regarding upcoming training to District leadership. (1-2-24) Conversation with Department Head on pending litigation. (1-2-24) Additional conversation with HR Director regarding upcoming training in District leadership. (1-2-24) Preparation for

January 9, 2024, training presentation to District Leadership. (1-3-24) Check out technology at Public Works for tonight's training presentation to District Leadership. (1-16-24) Present training, along with HR Director, to District Leadership. (1-16-24) Work on Fire District/University Park fire station project. (2-23-24) Communicate with lobbyist on HB of concern to department. (2-28-24) Communicate with department on KORA issue. Communicate with outside counsel. And Deputy County Counselor. (3-4-24) Communicate with Fire Chief. (3-21-24) Work on contract issue. (3-26-24) Prepare and obtain Chairman's signature on Local Disaster Emergency Declaration regarding cybersecurity incident. Attend and participate in special BOCC public meeting. (4-1-24) Draft extension of Local Disaster Emergency Declaration on cybersecurity incident. Then obtain BOCC approval of extension of local disaster emergency declaration. (4-2-24; 4-3-24; 4-4-24) Draft local emergency declaration on Axelton Hill Road wildfire and obtain BOCC chairman signature. (4-6-24) Prepare extensions of both local disaster emergency declarations. (4-10-24) Present and obtain BOCC approval of both immediately preceding local disaster emergency declarations. (4-11-24) ***Review and approves as to form FRA matter. (7-24-24)***

Riley County GIS: Assist with provision of "shapefile" requested by company. Communicate with company representatives and GIS staff. (6-5-23; 6-6-23)

Riley County Health Department: Work on contract law issue. (10-12-23;10-13-23.) Work on contract law issue. (10-19-23;10-23-23; 10-24-23.) Advise Department on personnel policy manual upcoming revision. (3-19-24) Communicate with county staff on parking issue. (3-26-24) Schedule staff discussion with this Department and another on legislative issue. (6-26-24) (Advise Department Head on legislative matter. (7-3-24) Advise Department Head on state funding matter. (7-3-24)

Riley County Historical Museum:

Riley County Human Resources. Finalize Green Dot Contract. (9-12-23) Conversation with HR. (10-12-23.) Review example of proposed Performance Review new form to be completed by 10-16-23. (10-12-23) Work with a department on HR issue "IV." (10-13-23.) Work with Department on unrelated HR issue("V"). (10-16-23.) Work with Department on unrelated HR issue "VI". (10-16-23.) Work with department on Personnel issue I. (10-19-23;10-23-23; 10-25-23.) Work with division on personnel law issue II. (10-24-23.) Work with Division and Department Head on personnel law issue II. (10-25-23;10-26-23;10-27-23;10-28-23-10-29-23;10-30-23) Work with Division and Department Head on personnel law issue. (11-1-23.) Work with Division and Department on personnel law issues. (11-2-23;11-3-23; 11-5-23;11-6-23.) Work on personnel law issue for Division and Department. (11-10-23). Work with Division and Department on personnel law issues. (11-9-23;11-13-23; 11-14-23). Prepare for disciplinary action appeal scheduled for January 4, 2024. (12-289-23) Communicate with team members on working group considering revision of personnel manual. Working group to reconvene 1-9-24. (1-2-24) Work on personnel issues. (1-4-24; 1-5-24) Communicate with Department head and Division head on upcoming potential meeting regarding process. (1-12-24) Communication from Division head on upcoming work group work for discussions on personnel policies. (1-12-24) Working group discussion of personnel policy issues. (1-12-23) Working group discussion of personnel policy manual. (1-18-24) Working group discussion of personnel policy practice. (1-22-24) Analyze and comment upon potential policy. (1-24-24) Analyze potential changes to personnel policy. (1-29-24; 1-30-24; 1-31-24) Advise on legal issue. (2-1-24) Work on personnel policy manual issues. (2-22-23;2-23-24) Communicate with Division director given federal law changes in identified policies. (2-27-24) Review material provided. (2-27-24) Work with Division Director on scheduling upcoming presentations to BOCC in public meetings. (3-12-24) Work on Personnel Policy issue. (3-13-24) Work on upcoming executive session. (3-12-24;3-13-24) Work on personnel policy issue. (3-14-24;3-15-24;3-17-24;3-18-24) Work on different personnel policy issues than immediately preceding entry. (3-18-24) Work on both of the immediately preceding entry matters. (3-19-24) Work on dress code issues. (4-9-24) Review KORA request. (4-9-24) Discuss personnel law issue. (5-8-24) Work with Division and Department Head on two distinct personnel law issues. (5-10-12) Work with Division and Department Head on distinct personnel law issue. (5-14-24)

Review and continue working on proposed policy. (5-28-24; 5-29-24) Work with HR, and a Dept. Head on personnel law issue. (5-31-24; 6-3-24) Work with staff group on proposed policy. (6-3-24) Work with HR and Department Head on personnel issue. (6-3-24) Work with HR. on personnel issue. (6-4-24; 6-5-24)) Work with HR on personnel matter. (6-7-24) Work with HR on personnel policy approval. (6-7-24) Work with HR on 2 distinct and unrelated personnel law issues. (6-17-24) Work with HR on personnel law issues. (6-18-24) Work with Division head on personnel legal issue. (7-2-24) ***Assist with upcoming personnel issue. (7-5-24) Assist Division and BOCC with personnel law issue. (7-25-24)***

Riley County Information Technology/GIS Work with department on contract law issue. (10-24-23.) Conversation with GIS staff member regarding City GIS “layer” issue. (1-2-24) Discuss legal issues involving federal act(s) and communication technology. (2-1-24) Communication from IT about on-going efforts to protect network. (5-7-24)

Riley County Museum: Advise Director on question raised on behalf of Historical Society. (5-3-23)

Riley County Noxious Weeds/Hazardous Household Waste: Discuss with department head upcoming potential property leases of county ground. (5-3-23) Request Department Head provide copy of deed on one of leased properties—to review restrictions on all the leased properties. (5-4-23) Schedule discussion with Department Head on real property issue. (5-22-23) Review and approve as to form weed control contract proposed by KDOT. Inform Department head I’ve done so. (1-2-24) Conversation with Department Head on immediately preceding contract. (1-2-24)

RILEY COUNTY PLANNING AND DEVELOPMENT. Work on Comprehensive Plan update matter. (7-17-24) Work on County Retreat matter. (7-17-24)

RILEY COUNTY POLICE DEPARTMENT—Administered by Law Enforcement Agency (“Law Board”): Communication from City Manager, County Clerk and County Attorney regarding RCPD question about potential ordinance or resolution. I contact Barry Wilkerson for discussion. (1-12-24) Work on project. (4-15-24; 4-16-24; 4-17-24) Communication from third party on budget matter. (5-2-24) Work on inmate medical project. (5-29-24) Participate in staff working group on inmate medical project. (5-31-24) Communicate with vendor of inmate medical services. (5-31-24)

Riley County Planning & Development: Represent County in District Court hearing on Prairiewood appeal. (8-29-23) Conversation with landowner. (10-12-23.) Review and approve Comprehensive Plan resolution “as to form” for 10-16-23 BOCC meeting. (10-12-23.) Work on pending litigation. (10-13-23) Work on pending litigation “III”. (10-13-23.) Work on pending project “I”. (10-13-23.) Conversation with opposing counsel in pending appeal “II.” (10-13-23) Work on benefit district project. (11-6-23; 11-7-23.) Work to schedule meetings with business and staff on different pending legal issues. (11-7-23; 11-8-23) Work on benefit district contract for environmental assessment. (1-26-24; 1-31-24) Complete work on benefit district contract for environmental assessment; route vendor—approved contract to this department’s Office Manager for placement on next Monday’s business meeting agenda, following conversation with Department Head. (2-1-24) Work with Department Head on contractual issue. (2-14-24) Work with Department Planner and Deputy on upcoming agenda item. (3-19-24) Work on immediately preceding entry again. (3-20-24) Work on benefit district issue. Discuss with Deputy County Counselor. (3-20-24) Review and approve as to form plat. (3-21-24) Discuss upcoming public hearing with staff member. (3-21-24) Work on upcoming land use issue. (3-26-24) Discuss with staff special use hearing before Planning Board evening of 4-8-24. (4-9-24) Conversation with opposing counsel in pending appeal. Draft motion to extend time to file our brief. I will file such agreed motion this week. Motion filed. (4-15-24) Review sanitary code issue. (4-18-24) Schedule meeting with department staff member on separate code violation enforcement matter. (4-18-24) Review correspondence on separate possible code violation matter. (4-18-24) Status report back on separate code enforcement matter. (4-18-24) Status report back on separate code enforcement matter. (4-18-24) Work on SB 384. (SB 162) as

signed by Governo as part of SB 384. Meeting with staff of Planning and Development and RCHD. (4-26-24). Work solo on immediately preceding project list entry. (4-28-24) Review and approve as to form contract for project. Discuss with Department Head. (5-2-24) Communication with Department Staff on pending code enforcement matter. (5-2-24) Communicate with Department head on immediately preceding code enforcement matter. (5-3-24) Correspondence with outside professional based on citizen question regarding pending project. (5-3-24) Assist staff of this department on pending matter. (5-6-24) Communication from Department staff on different matter for calendaring. Respond. (5-6-24. Contact representative of citizen in pending matter. Relay information to staff member working on the matter. Relay information to another Department Head assisting in matter. (5-6-24) Respond to communication from Department Head on ongoing project of her department. Respond to communication from Department Head on different project of her department. (5-7-24) Communication from staff of Department on different project of her department. (5-7-24) Discuss with Department Head different project of her department; in response to communication from her of procedural question. (5-7-24) Answer question from Department Head on procedural question. Communicate with Department Head and Cindy K. (5-7-24) Review litigation material served on a co-defendant in pending code enforcement case. (5-7-24) Discuss pending enforcement matter with Code Enforcement officer. (5-7-28; 5-8-24) Work on pending Court of Appeals matter. (5-15-24) Work on comp plan consultant project. (5-29-24) Calendar Evergy application regarding Ashland Bottoms special use application. (5-29-24) Review and sign plat presented by Department staff. (5-29-24) Prepare for executive sessions. (6-5-24) Advise Department Head on project legal issue. (6-12-24) Work on pending appeal matter. (6-25-24) Work on pending sewer project. (7-3-24) (Advise Department Head on legislative matter. (7-3-24) ***Complete Agreement for Retreat Consultant. (7-18-24) Work on Comprehensive Plan Update matter. (7-18-24; 7-19-24)***

Riley County Public Information Officer: (5-8-23) Further communication with PIO and working group about same informational program. (5-8-23) Communication from PIO requesting legal advice. (7-24-23) Conversation on lawful options for final version of BOCC minutes. (10-24-23.) Schedule upcoming meeting on possible documentary. (3-12-24) Communicate with regarding Facebook change of services offered. (3-12-24) Discussion with PIO regarding request for release of information. (5-31-24)

Riley County Public Works: Discuss land use issue with Department Head. (10-12-23.) Communicate with potential vendor on project. (10-13-23.) Communicate with county insurer on project. (10-13-23.) Contract law issue. (11-6-23.) Work on bid packet issue. (1-2-24) Contacted by KDHE requesting permission for project. Relay request to Public Works Director and invite conversation. (1-3-24) Discuss with Director Township Officers' March 6, 2024, meeting agenda. Contact outside party as possible participant to assist with program. (2-2-24) Attend and participate in Township Officials annual meeting. (3-6-24) Review and approve contract "as to form." (3-8-24) Review contract proposed. (3-11-24) Discuss staff contract proposed. (3-12-24) Work with Assistant County Engineer on assembly of contract for agenda. (3-19-24) Review and approve as to form immediately preceding contract. Conversation with Cindy K on delivery of contract to County Clerk's office for this Thursday's agenda. Place contract in delivery bin from Public Works to County Clerk's office. (3-20-24) Work on elevator contracts and discuss with Department Head. (4-5-24; 4-6-24; 4-8-24) Conversation with Dept. Head regarding KDHE request to do well test on county site. (4-15-24) Conversation with Dept. Head regarding drainage easement. (4-16-24) Review update on pending resolution. (4-18-24). Review and approve as to form covenant and easement documents for EMS HQ project. (4-23-24) Respond to email from KDHE on agency's planned sampling in Fairmont Park, after discussion with Department Head. (4-23-24) Conversation with Assistant County Engineer. Approve as to form transfer station truck scale Contract. (4-23-24) Work on KDOT roundabout project as it affects Riley County. (4-26-24; 4-28-24; 4-29-24; 4-30-24) Work on preceding KDOT project as it affects Riley County. 5-8-24. Work on policy issue involving CDL training. (5-30-24; 5-31-24) Review and approve as to form project document. (5-31-24) Review and approve as to form unrelated project document. (5-31-24) Approve as to form contract for project. (6-3-24) Work on project documents. (6-4-24) Conversation with consulting engineer on state highway project. (6-14-24) Communication from KDOT counsel on state "roundabout" project at US 24 and

K-13. Contact Public Works Directo. Contact KTOT counsel. (6-26-24) Communicate with Department Head on immediately preceding project. (7-2-24) Advise Department Head on separate and distinct legal matter. (7-3-24) **Assist Department and BOCC with ongoing project issue.**(7-25-24)

Riley County Register of Deeds: Communicate with three offices, their staff and department heads on common legal issues. (11-7-23) Communicate with department head on same issue. (11-8-23) Work on legal issue regarding filing. (2-29-24; 3-1-24;3-4-24) Work with department head and staff of County Clerk and County Appraiser to resolve filing issue. (3-4-24)

Riley County Treasurer: Discuss with Department Head process for Opioid Settlement Fund payments routed from Attorney General's Office. Discuss with Assistant Attorney General supervising such distributions. (12-21-22) *Work* on Delinquent Real Property Tax Foreclosure case for 2024. (4-12-24) Review claim for delinquent real property taxes in mtg foreclosure case. (4-16-24) Review claim for delinquent real property taxes in mtg foreclosure case. (4-16-24) Review probate case order directing payment of real property tax. (4-16-24) Review mtg foreclosure case and demand for payment of real property tax. (4-16-24) Review of probate case and real property tax. (4-16-24) **Review** delinquent real property tax efiling. (4-19-24) Work with legal staff on upcoming delinquent real property tax sale. (4-23-24) Process with staff response to citizen inquiry to county website about tax sale properties. (4-29-24) Process with staff response to another citizen inquiry to county website about tax sale. (4-29-24) Discuss tax sale property issue involving request from executor of titled owner. Call the executor and leave voicemail. Resolve with executor. (5-7-24) Sign order dismissing individual parcel from tax sale. (5-8-24) Work with department staff on preparation of Motion for Default Judgement in 2024 delinquent real property tax sale. (5-10-24) Obtain judgment in favor of Riley County on motion for default judgment in Riley County District Court for upcoming delinquent real property tax sale. (5-28-24) Delinquent property tax sale meeting with office staff. (5-29-24) Approve withdrawal pleadings from pending probate cases wherein our filed claims for property taxes resulted in payment. (6-14-24) Assist Department Head with citizen communication. (6-17-24;6-18-24) Work on property tax foreclosure case. (6-26-24)

III. Projects by Professional Association, Internal and External Committees/working groups, CLE, & Other Administrative Matters:

Ad Hoc Staff Committees/Work Groups on Multiple Subjects: Staff committee discussion of issue in recent tax sale. Clerk and staff, Treasurer, Appraiser and staff. (3-6-23)

Administrative Matters: Discuss with HR CAR I'll prepare for transition of Counselor position based upon my scheduled 2025 retirement. (5-19-23) Work on transition of Deputy position given incumbent's scheduled retirement. (5-22-23;5-23-23) Discuss and decide with staff on renewal of "Hawver" subscription. (5-30-23) Register for June 20 webinar on Title VI requirements under ARPA; to be conducted by Officer of Recovery. (6-5-23) Information to Office Manager on invoice for Westlaw. (7-5-23) Partners' Meeting. (7-21-23) Review and approve proposed CAR drafted by H.R. for upcoming position vacancy due to retirement. (7-27-23) Work with HR and staff working group preparing for candidate interviews for 2 positions. (7-27-23;7-28-23) Staff meeting to discuss departmental input, as requested by PIO, on survey regarding retention and recruitment and retention. Provide info to PIO. (8-2-23) Review, approve Department timecards. (8-6-23) Work on transition of department for upcoming vacancy in Office Manager position. Review all internal applications. Communicate with both Riley County Deputy County Counselors and H.R. Director. (8-6-23) Work on transition of department to fill vacancy in Legal Assistant position. (8-10-23;8-11-23; 8-13-23) Review City/County/County agenda for 8-17-23 meeting. (8-13-23) Work on upcoming retirement receptions for department. (8-11-23; 8-14-23; 8-15-23;8-16-23;8-17-23) Continued work on transition of department to fill vacancy in Legal Assistant position. (8-15-23) Participate in panel interview of candidate for Legal Assistant I position.⁹ (8-18-23) Attend retirement reception in BOCC chambers for Jill Seaton. (8-31-23) Relay eflex latest to staff—No access to court of appeals or supreme court yet as of noon today. (1-26-24)

Participate as donor in County/Red Cross blood donation drive. (2-14-24) Work on closing issue involving sale of a portion of a larger parcel—the sale of which does not involve a pending code enforcement proceeding. (2-15-24) Work at PW successfully confirming, with IT assistance, our desktops there appropriately “sync” with our desktops in our CPE office. (2-26-24) Work with Public Works on key card/key fob access to that portion of Public Works building where our office will temporarily relocate. (2-27-24) Work on temporary relocation of office during 4th floor renovation project. (2-28-24) Work with I.T. to synchronize desktops at departmental CPE office and temporary space at Public Works. (3-1-24) Catch up on emails. Respond when appropriate. (4-9-24) Work on transition of Deputy County Counselor caseload to County Counselor. (4-10-24; 4-11-24; 4-12-24) Work on applicant interview scheduling for Deputy County Counselor position. (4-15-24) Work with our Office Manager on 2025 departmental budget request. (4-16-24) Work on departmental transition matters. (5-2-24; 5-2-24; 5-3-24) Brief staff meeting—my meetings schedule today. (5-7-24) Review and delete emails. (5-7-24) Work on transition: Introduce Deputy County Counselor to BOCC members; and 3 department heads (5-13-24) Introduce Deputy County Counselor to 3 more department heads. (5-14-24) Review and approve as to form payroll and accounts payable. (5-28-24) Work on transition matters in office. (5-30-24; 5-31-24) Contact IT about recent communications to organization about a system update. (6-3-24) Brief Bryant on relevant discussions during today’s public BOCC meeting. (6-3-24) Weekly office staff meeting. (6-14-24) Work with staff working group on scheduled shut off of electricity to CPE. (6-17-24; 6-18-24) Work on organization of office filing. (7-5-24) Participate in CAR promoting Deputy County Counselor to County Counselor, effective January 1, 2024. (7-18-24) ***Consult with Deputy County Counselor on various pending projects. (7-24-24) Discuss potential internal publication of notice of Deputy Counselor’s recent promotion by BOCC, effective January 1, 2025. (7-24-24)***

Continuing Legal Education: Attend online CLE program. (6-11-23) Attend CCAK CLE program. (6-16-23) Discuss department budget preparation for 2025. (4-18-24) Attend an open.gov zoom on “roll out” of budget creation. (4-18-24) Work on department budget request. (4-22-24; 4-23-24; 4-24-24; 4-25-24) Confirm electronically with CLE commission whether compliant for 2023 through June 30, 2024, for CLE requirements. Register for the remaining one-hour CLE to be presented online. (5-2-24; 5-3-24)

County Counselor Association of Kansas: Attend and participate virtually in Board of Governors meeting of CCAK. Summer CLE planning. (2-21-24) Contact KAC about presenter’s assigned time during June 21, 2024, CCAK CLE program. Relay to presenter. Recontact KAC. Recontact presenter. (5-2-24) Contact from presenter. Relay information to Jay Hall. Confirm to presenter all in place for CLE. (5-6-24) Communicate with Deputy Director and Presenter scheduled for CCAK CLE to take place 6-21-24. (6-18-24) Attend online program of association for required CLE. (6-21-24)

Department Head Committee: Attend and participate in committee meeting. (7-5-23) Attend and participate in meeting. (7-19-23) Attend and participate in committee meeting. (8-2-23) Attend and participate in Committee Meeting. (10-18-23) Attend and participate in committee meeting. (11-1-23.) Prepare for meeting scheduled for 1-3-24 (1-2-24) Attend and participate in Committee meeting. (1-3-24) Prepare for, attend and participate in committee meeting. (3-20-24) Prepare for 4-17-24 committee meeting. (4-16-24) Attend and participate in committee meeting. (5-1-24) Attend and participate in committee meeting. (6-5-24) Attend and participate in meeting. (7-3-24)

Intergovernmental Luncheon: Attend and participate in 2 pm. meeting of committee. (3-11-24)

Joint Task Force on Possible Fair and Rodeo Relocation: Attend 2nd meeting of group at Chamber offices. (7-14-23) Attend first ½ hour of task force meeting at KSU foundation. (8-16-23)

Kansas Association of Counties: Review communication on Kansas Supreme Court case considering self-insured entities. (3-8-24)

Staff Budget and Planning Committee: Work with B & P on development of contracts for transfers to small cities for loss of funds as countywide ½ cent sales tax sunsets 12/31/22. (11-15-22) Review material for BOCC presentation to be made by Budget and Planning during the next BOCC public meeting. (11-28-22) Attend and participate in Committee meeting. (11-29-22) Ask Shilo for her opinion on draft of agreement. (2-7-23) Prepare for scheduled 1-3-24 committee meeting. (1-2-24) Attend and participate in Committee meeting. (1-3-24) Review upcoming agenda for scheduled 1-30-24 committee meeting. Communicate with committee. (1-26-24) Attend and participate in committee meeting. (2-20-24) Work with IT/GIS staff on temporary move of department to Public Works during 4th floor CPE construction project. (2-21-24) Attend and participate in meeting of committee. (3-11-24; 3-12-24; 3-13-24) Conversation with Budget and Finance Officer. Available date of return from vacation. Accept B & P Meeting scheduled for 3 pm May 28, 2024. (5-7-24) Attend and participate in committee meeting. (5-28-24) Work on potential remote work policy. (5-28-24; 5-29-24) Attend and participate in committee meeting. (6-4-24)

Staff Riley County Employee Recognition Day Planning Committee: Attend and participate in committee work planning Employee Recognition Day. (6-20-23) Analyze proposed venue contract. Conversation with County's insurer. Voicemail left with PIO. (7-5-23) Attend and participate in Committee meeting (7-18-23) Communicate with sales representative for AMC Theatre. (8-2-23; 8-3-23) Communicate with AMC representative and our insurer regarding event. (8-13-23) Attend and participate in committee meeting. (8-15-23) Communicate with our insurer and attorney for venue regarding Recognition Day. (8-15-23) Communicate with attorney for venue regarding Recognition Day. (8-16-23; 8-17-23) Attend and participate in Employee Day. (10-9-23.) Work on future Employee Recognition Day issue. (10-18-23) Contact insurer to evaluate coverage for potential site for 2024 Employee Recognition Day. (1-2-24) Attend and participate in committee meeting. (2-20-24) Communicate in response to questions about recognition for years of service by employees in attendance. (3-15-24) Attend and participate in committee meeting. (3-19-24) Check on potential keynote or breakout session speaker. Contact agent for venue to confirm paperwork necessary to finally reserve venue, obtain copy of complete contract required and obtain liability insurance coverage requirements. Contact county's insurer to confirm the required liability coverage will be in place for county on October 14th. Attend and participate in committee meeting. (4-16-24) Work on venue documentation. (4-30-24; 5-1-24) Check with C & W on status of certificate of insurance. (5-3-24; 5-7-24) Work on venue reservation and insurance coverage required. (5-28-24; 5-29-24) Work on venue reservation. (6-7-24) Attend and participate in committee meeting. (6-18-24) Work with group on input for CAR to describe event for BOCC. (6-24-24) Attend and participate in committee meeting. (7-16-24)

Staff Road Renaming Committee:



PLANNING & DEVELOPMENT
Grant

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

COMMISSION AGENDA REPORT

FROM: Amanda Webb, Planning Director

MEETING: July 29, 2024

SUBJECT: KDHE Local Environmental Protection Program Grant - administration

PRESENTER: Amanda Webb, Planning Director

BACKGROUND

The Local Environmental Protection Program (LEPP), established in 1990, assisted local authorities to develop water protection plans that complemented state and federal water quality efforts. At the core of each plan was the adoption and enforcement of county environmental codes with an emphasis on onsite wastewater systems and private water wells. The objective of the grant is to improve community public health and water quality throughout low-income communities in Kansas.

Riley County has been awarded a \$50,000 grant by KDHE to assist low to moderate income property owners with repair/replacement of onsite wastewater systems. The grant will cover up to 85% of eligible costs for households with incomes between 134% and 200% of the 2023 federal poverty level. It will cover up to 100% of eligible costs for households within incomes of 133% or less of the 2023 federal poverty level. The grant period runs July 1, 2024 through June 30, 2025.

DISCUSSION

We will offer this grant funding to income qualified residents for repair/replacement of private wastewater systems which can include full replacement of the tank and/or lateral field. Other eligible expenses include repair/replacement of tank and/or field components, as well as materials and labor for connection to a public sewer system. Connection fees to any public sewer system are not eligible expenses.

Applications will be accepted during an open submittal window running through October 4, 2024. Staff will then evaluate and rank each application received during that time period based on need, income, and severity of failure. The number of applications received, ranking based on the three factors above, and percentage of funding allocated as per the 2023 poverty guidelines, will determine the dollar amount awarded to each person. If there is funding left after the first round, we will open subsequent rounds.

There are a small handful of property owners with known failures that we've been told by the homeowners that they cannot afford the repairs. We will send this information directly to them. As we receive failures/repair permits/pumping reports indicating problems, we'll contact property owners to see if they need help and fit the criteria. We will also let contractors know so they can help notify homeowners of this opportunity. Everything will be on our website.

Applicants will need to submit the application, proof of income, and a minimum of two (2) bids from contractors for the needed work. If approved for grant funding, the contractor will submit their invoice to the county once the work is complete. The County will pay the contractor directly; no funds will be distributed to the homeowner. Based on the grant amount awarded, the homeowner may still owe the contractor money.

I am requesting consensus on the method of application acceptance (the application, required documentation, and submittal window), and method of evaluation and ranking (based on need, income, and severity of failure).

Enclosures:

- LEPP Application_FINAL (PDF)



PLANNING & DEVELOPMENT ENVIRONMENTAL HEALTH

Wastewater System Repair/Replacement Local Environmental Protection Program Grant

Riley County has received a \$50,000 grant from the Kansas Department of Health and Environment (KDHE) through the Local Environmental Protection Program (LEPP). The purpose of this grant program is to assist low to moderate income Riley County residents to repair or replace their failed residential wastewater systems or components. This can include full septic tank replacement and/or full lateral field replacement. Component replacement/repair includes septic tank lids, baffles, lateral field pipes, inspection ports, distribution-boxes, (etc.) along with labor for installation. This can also include materials and labor to connect to an available public sewer system.

Applications will be accepted through October 4, 2024, and will be awarded based on applicant income, need, and severity of failure. Funds are distributed using the 2023 Poverty Guidelines as shown below. Additional application windows may be opened based on the amount of funding left after the previous round.

Household Income (based on total number of people living in the home)	Grant covers
134% - 200%	85%
133% or below	100%

Process/required steps:

1. Submit the attached application and all required supporting documents.
 - a. Proof of income: You must include a copy of your most recent income tax statement for proof of income. If there has been a change in income from the date the tax return was completed, then applicant should provide necessary information on the change, individual affected, and the last three (3) months of check stubs.
 - b. A minimum of two (2) contractor estimates. **All work must be completed by a Riley County licensed contractor.** Contact Planning & Development for a list of licensed contractors.
2. Applications will be accepted during the 60-day window as outlined above.
 - a. Ranked by applicant income, need, and severity of failure.
 - i. Need: Households with members of vulnerable populations, including children, the elderly, and the homebound will be prioritized.
 - ii. Income: Total household incomes falling in the 133% or below range will take priority.
 - iii. Severity of failure – generally prioritized as shown below:
 1. Surfacing sewage (failed lateral field and/or deteriorated septic tank)
 2. Failed lateral field
 3. Failed septic tank (i.e., cracked or deteriorating walls)
 4. Lateral field components (pipes, inspection ports, distribution box)

5. Septic tank components (lids, risers, baffles)
- b. The amount awarded will be determined by the number of applications received and the evaluation criteria listed in subsection (a) above.
 - i. Percentages awarded will be based on the 2023 Poverty Guidelines table as shown on Page 1 of this packet.
 - c. Determinations will be made within 14 days of the closure of the application window.
3. Once approved, obtain all proper permits before beginning work.
 - a. For any lateral field repairs/replacements/expansions, a soil evaluation must be performed by Environmental Health staff.
 - b. You must utilize a Riley County licensed contractor to perform the work.
 - i. The contractor will submit their invoice to Planning & Development after the work is complete and the amount awarded will be paid directly from the county. The applicant will not receive the funds, but be aware depending on the amount awarded, you may still owe the contractor.
 - ii. The contractor must provide an as-built drawing of the completed work.
 - c. All work must meet all requirements of the Riley County Sanitary Code.
 - d. Environmental Health staff will conduct a site inspection to ensure the repair/replacement meets the Riley County Sanitary Code.
4. The homeowner will be required to sign a County-provided agreement attesting to proper operation and maintenance of the repaired/replaced wastewater system.



PLANNING & DEVELOPMENT ENVIRONMENTAL HEALTH

Wastewater System Repair/Replacement Local Environmental Protection Program Grant Application

Homeowner/Applicant Name: _____

Physical Address: _____

Mailing Address: _____

Primary Phone Number: _____ Alternative Phone Number: _____

Email address: _____

List all persons living in the household:

Name	Age	Gross Monthly Income

By signing this application:

1. I authorize this wastewater system repair/replacement utilizing funds from the LEPP grant.
2. I understand funds are limited and will be approved based on income guidelines and availability.

Riley County Planning & Development
110 Courthouse Plaza
Manhattan, KS 66502
(785) 537-6332

Attachment: LEPP Application_FINAL (14938 : KDHE LEPP grant administration)

3. I agree to apply for a Riley County repair permit, complete with the required fee, prior to system repair.
4. I understand that I must select a Riley County licensed contractor to perform the work.
5. I understand that the contractor will submit the invoice to Riley County and the contractor will be paid directly.
6. I agree to provide full access to my property and waive liability to Riley County, and contractors, from any and all claims against the grant arising from their presence on said property.

I certify the information provided in this application is true to the best of my knowledge. I understand that I may be civilly and/or criminally liable under Federal and State law for any knowingly false or fraudulent statements.

Homeowner/applicant signature: _____

Date: _____



COUNTY CLERK & ELECTIONS
Staff Update

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

MEMORANDUM

FROM: Elizabeth Ward, Human Resources Director

MEETING: July 29, 2024

SUBJECT: Human Resources Monthly Update

PRESENTER: Elizabeth Ward

Enclosures:

- HR Monthly Report - June_July 2024 (PPTX)



Human Resources

June/July 2024

Presented by Elizabeth Ward, HRD

HR Objective

Riley County Human Resources

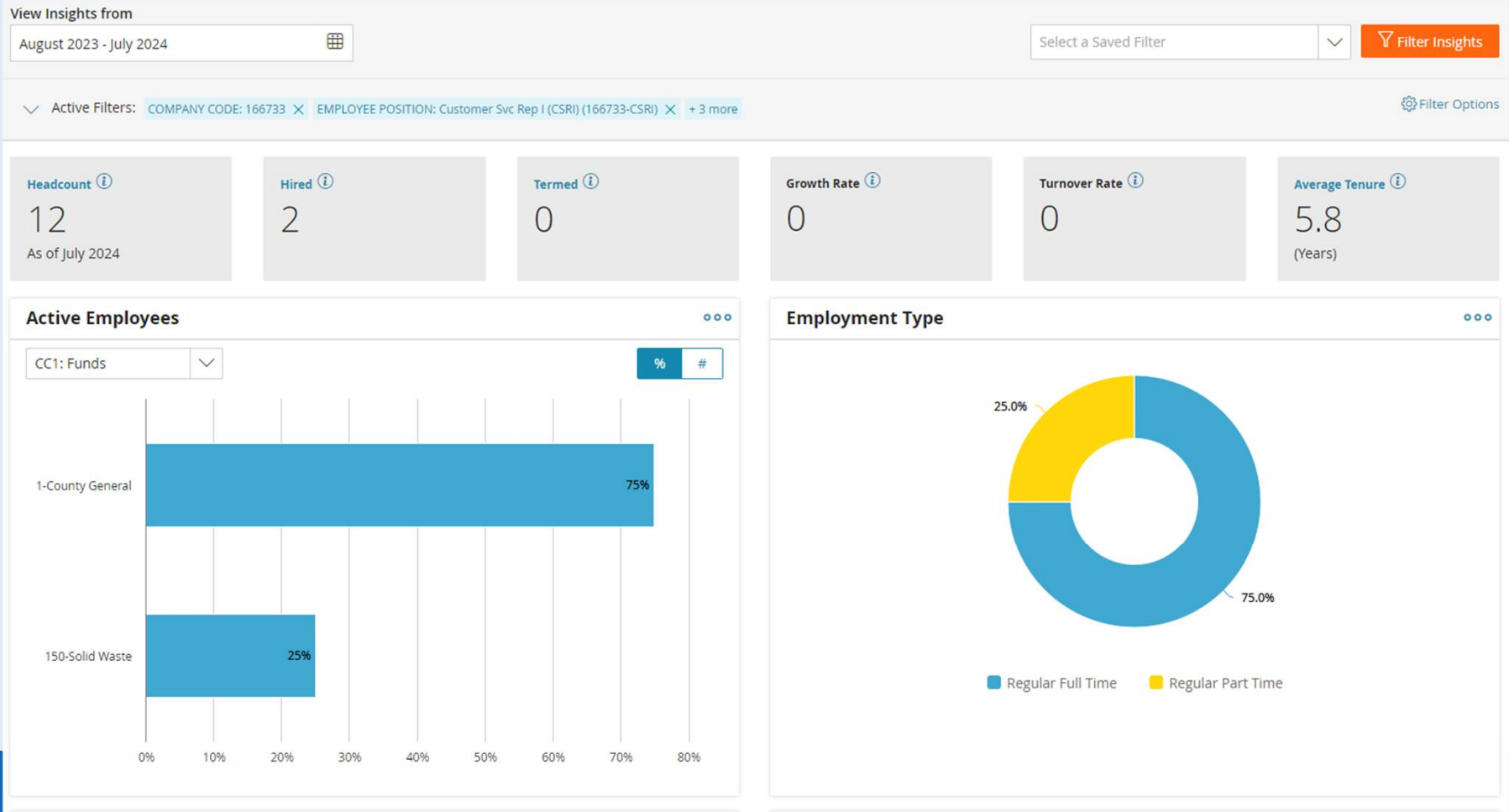
Talent Management	Training & Development	Compliance Matters	Compensation & Employee Benefits	Workplace Safety
				

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

Recruitment and Retention

	Regular Employees	Seasonal/Stipend EE/Intern
Current headcount	295	330
Hires-June/July	8	10
Hires – current year	38	42
Separations – June/July	6	5
Separations - current year	32	34
Turnover Rate-annual	16.95%	
Average tenure	8.8 years	
Current openings	8	
-Elections, Appraiser, Counselor, Treasurer, Fire, Public Works(3),		

Customer Service Rep Turnover



Performance and Development-Current

Supervisor training for Riley County

- Highly Effective Managers program kick off in July
- 12 monthly meeting - reading assignments and workbook activities
- supervisors and managers –skills needed to lead
 - Improve employee commitment and retention through effective management
- 12 employees participating in 3 departments

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

Performance and Development-Current

Partnering with Extension to offer Financial Wellness

- Gary Fike teaching
- HR providing brown bag lunches
- Aug 13th at Office Building
- Aug 14th at PW

Employee Day 2024 theme - “One Team”

- AMC big theatre and new lunch options
- Keynote speaker and training topics confirmed
- All-team afternoon team building session
- Topics: Personality management, Inclusion, high performing team



Compliance

- Discipline Action and Dispute Resolution process training
 - Meeting with all supervisors to train on the new process and their responsibility within it
 - Transparent process and stricter timeline with supervisor and DH being responsible for 1st investigation
- CDL Commitment Agreement
- Title VI Policy
- New State Unemployment Insurance rates for 2025 – up .03%
- Kansas Criminal Justice Information System background check compliance in hiring
- Department Head Residency
- Volunteer Fire Fighters handbook acknowledgement

Budget Updates

County Counselor transition begun

Community Corrections Director search begun

Deputy Fire Chief search

APRN Position filled within budget

Current and upcoming month's focus

July focus

- Filling Director roles in multiple Departments
- Discipline Action Training with all departments
- Health Insurance benefits fair and new 3-year contract
- Strategic Retreat Planning

Current and upcoming month's focus

August focus

- United Way Fall Campaign
 - Starting Aug 5
- Strategic Planning retreat
- Employee Skills/Certificate tracking in Paylocity
- Benefits Fair details

Upcoming

- Job Fairs – K-State, Washburn and more
- 2024 Benefits Fair Sept 25
- 2024 Employee Day Oct 14



PUBLIC WORKS
Discussion

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, PE, Public Works Director
MEETING: July 29, 2024
SUBJECT: Cico Dog Park Discussion
PRESENTER: John Ellermann

BACKGROUND

A few months ago the Board heard from frequent users of the Cico Park Dog Park. They presented their concerns about no shade, lack of grass and stickers among others. The Board then requested I come back and discuss more possible solutions to these concerns.

DISCUSSION

Staff has done some research on possible solutions with an estimated cost for each.

Grass: Dogs are hard on grass. Not being irrigated compounds the problem of not being able to keep grass growing. The best way to improve grass cover is to plant a hardy grass and water it regularly.

Other options to turf are mulch (wood chips) or an artificial turf, like a "Pup Turf". Wood chips will need to be raked and refreshed regularly. Pup turf is much more labor intensive to install, if done right, and very expensive.

Separation: Usually a dog park will have a small entry that then leads to separate small dog and Large dog areas. Dividing the park will also allow us to keep the park open while grass is established.

Shade: Shade can be addressed several ways with trees or various shelter options. Shade trees are nice natural solution but take time to establish, water, and extra care to keep the dogs away from.

Shelters will give the most immediate cure for the lack of shade at the park. They come in different sizes, shapes and price ranges. The most common are the pavilion type shelters with a picnic table or two underneath. There are smaller structures that are basically a park bench with a canopy over it.

FISCAL IMPACT

Estimated costs for dog park improvements.

Irrigation: \$30,000

Seed & Fertilizer: \$2,000

"Pup Turf": \$530,000

Fencing: \$2,000

Trees: \$300 each

Shelter: \$5,000 - \$20,000+

RECOMMENDATION(S)

N/A

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:



PUBLIC WORKS
Project

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, PE, Public Works Director

MEETING: July 29, 2024

SUBJECT: Court House Plaza East Window Replacement Project

PRESENTER: John Ellermann

BACKGROUND

The remodel project on the fourth floor of the Court House Plaza East (CPE) building has rekindled the need for new windows throughout the building. Since then the Commission has brought up the subject of replacement of the windows either gradually or all at once. At the July 8th meeting the Board instructed the Public Works Director to secure an architect to put together bid documents for a project to replace all the remaining windows in the building.

DISCUSSION

Baker McMillan Architects have been involved with the windows in the CPE since 2010 when asked for an estimate for a window replacement project. Baker McMillan was also the architect of record for the 4th Floor Remodel project for Elections.

The attached letter from Baker McMillan Architects welcomes the project and includes the project scope of services.

FISCAL IMPACT

The fiscal impact for architectural fees for Baker McMillan is \$37,475.

RECOMMENDATION(S)

It is recommended to enter into a contract with Baker McMillan for the Court House Plaza East Window Replacement Project.

POSSIBLE MOTION(S)

Move to approve Baker McMillan Architects for the Court House Plaza East Window Replacement Project.

Move to deny Baker McMillan Architects for the Court House Plaza East Window Replacement Project.

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Proposal Letter - Riley County Office Building East Window Replacement (PDF)

BAKER | McMILLAN ARCHITECTS

555 Poyntz Avenue | Suite 295
Manhattan, KS 66502
(P) 785.776.1011

332 West 7th Street | Suite A
Junction City, KS 66441
(P) 785.238.5678

July 10, 2024

Mr. John Ellermann, Director
Riley County Public Works Department
6215 Tuttle Creek Blvd.
Manhattan, KS 66503

Re: Riley County Office Building East Window Replacement

Project No.: Pending

John:

Thank you for the opportunity to provide this letter of proposed services for the window replacement at the Riley County Office Building East.

The architectural scope of services to be provided include:

- Reviewing existing documentation on file that was completed in c. 2010 during a previous inquiry to confirm existing conditions are consistent with our records.
- On-site documentation and photography of current conditions that were not originally taken to include interior conditions.
- Review with you and others as required for confirmation
- Notify the Kansas State Historic Preservation Office (SHPO)/ local historic review board as necessary.
- Coordinate with window vendor to match recently installed units in the 4th floor, to include sill, lintel, jamb and trim modifications necessary.
- Complete construction documents, specifications and coordinate with you and others as required for review during preparation and issuance to the city of Manhattan for review as required.
- Conduct bidding processes, assist with receipt of bids and review in order to make a recommendation to Public Works and the County Commission for possible award.
- Conduct construction observation/contract administration over a projected 4-5 month period through closeout to include shop drawing review, regular site visits, coordination with SHPO as necessary, review of contractor payment requests, issue field reports and meeting minutes etc. and complete close out documentation.
- Cost estimating provided by a third-party contractor as the basis of the associated costs to for the project.

Based upon this scope of work, we propose to bill hourly at the attached rates not to exceed \$37,475.00. Should this be acceptable we will draft a contract for review and acceptance.

If you have questions, please contact us. We appreciate the opportunity to provide this proposal.

Sincerely,

Bruce McMillan

Bruce McMillan, AIA
Attachments: Hourly Rates

BAKER | McMILLAN
ARCHITECTS

555 Poyntz Avenue | Suite 295
Manhattan, KS 66502
(P) 785.776.1011

332 West 7th Street | Suite A
Junction City, KS 66441
(P) 785.238.5678

As a matter of public record, our 2024 published hourly rates and reimbursable expenses are provided for information purposes and are updated annually on January 1st based upon information provided by our Consultants and Vendors.

Principal	\$175.00/hour
Associate Architect	\$130.00/hour
Staff Architect	\$100.00/hour
Drafting	\$65.00/hour
Office Administration	\$70.00/hour
Structural Engineer	\$170.00/hour
MEP Engineer	\$185.00/hour
Civil Engineer	\$190.00/hour
Interior Designer	\$130.00/hour
Landscape Architect	\$135.00/hour
Other Consultants	Billed as Reimbursable Expenses

Reimbursable Expenses:

Mileage	\$0.655/mile
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