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

Cindy Kabriel
785-565-6200

Board of Riley County Commissioners
Regular Meeting
Agenda
August 10, 2023

Commission Chambers **8:30 AM**

District 2 – Greg McKinley, Member | District 3 – Kathryn Focke, Chair | District 1 – John Ford, Vice Chair

8:30 AM **Call to Order**

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Audit Consent Authorization
4. 2023 G.O. Temporary Notes - University Park Sewer District and Lakeside Heights Sewer District
5. Sign Riley County Employee Action Form(s)
6. Discuss Joint City/County/County Meeting Agenda
7. Approve payroll/accounts payables (when completed)

Review Minutes

8. Board of Riley County Commissioners - Regular Meeting - Aug 7, 2023 8:30 AM

Review Tentative Agenda

9. Tentative Agenda

Press Conference Topics

10. Discuss Press Conference

9:00 AM **Clancy Holeman, Counselor/Director of Administrative Services**

11. Administrative Work Session
12. Request to refill position – Legal Assistant
13. Approval of Kansas Association of Counties Legislative Request Forms

9:20 AM **Shelly Williams, Community Corrections Director**

14. Request to Fill On-call Juvenile Intake Officers

9:30 AM **Shilo Heger, Treasurer**

15. July 2023 Revenue Reporting - Riley County Treasurer

9:45 AM **Jason Smith, Manhattan Area Chamber of Commerce**

16. Economic development update

10:00 AM **Evan McMillan, Assistant County Engineer**

17. Agreement with Terracon for University Park Geotechnical Engineering

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

18. Public Safety Headquarters - Construction Manager at Risk Agreement
19. Out of State Travel Request

10:30 AM **Budget and Planning Committee - Brittany Phillips, Budget and Finance Officer**

20. Monthly Cash Flow Report for July 2023

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.

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

COUNTY CLERK & ELECTIONS
Audit

COMMISSION AGENDA REPORT

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

MEETING: **August 10, 2023**

SUBJECT: **Audit Consent Authorization**

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

BACKGROUND

James Gordon & Associates are conducting an audit of our financial statement for the fiscal year of 2022. This letter allows us to furnish all the information to our auditors requested in this letter along with the information that was already requested in the engagement letter.

DISCUSSION

The auditors are requesting information regarding any pending, threatened litigations, claims, and assessments.

RECOMMENDATION(S)

It is my recommendation that the commissioners make a motion to approve the authorization of the release of this information to the auditors.

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:

- Audit Letter 2023 (PDF)

RILEY COUNTY

CLERK'S OFFICE

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Manhattan, Kansas 66502-0109
Phone: 785-537-6300
Fax: 785-537-6394
E-mail: rvargo@co.riley.ks.us

August 5, 2023

Riley County Counselor
Clancy Holeman
115 North 4th Street
3rd Floor East
Manhattan, Kansas 66502

Our auditors, James Gordon & Associates CPA, P.A. 727 Poyntz Ave Manhattan, KS, are conducting an audit of our financial statement at December 31, 2022 and for the year then ended. This letter will serve as our consent for you to furnish to our auditors all the information requested herein. Accordingly, please provide to them the information requested below involving matters with respect to which you have been engaged and to which you have devoted substantive attention on behalf of Riley County in the form of legal consultation or representation.

Pending or Threatened Litigation, Claims, and Assessments (excluding unasserted claims and assessments)

Please prepare a description of all material pending or threatened litigation, claims, and assessments (excluding unasserted claims and assessments). Materiality for purposes of this letter includes items involving amounts exceeding $15,000 individually or in the aggregate. The description of each matter should include:

1) the nature of the litigation;

2) the progress of the matter to date;

3) how management of Riley County is responding or intends to respond to the litigation; e.g., to contest the case vigorously or to seek an out-of-court settlement; and

4) an evaluation of the likelihood of an unfavorable outcome and an estimate, if one can be made, of the amount or range of potential loss.

Also, please identify any pending or threatened litigation, claims, and assessments with respect to which you have been engaged but as to which you have not devoted substantive attention.

Unasserted Claims and Assessments

We have represented to our auditors that there are no unasserted possible claims or assessments that you have advised us are probable of assertion and must be disclosed in accordance with FASB ASC 450, Contingencies .

We understand that, whenever, in the course of performing legal services for us with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, if you have formed a professional conclusion that we should disclose or consider disclosure

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CLERK'S OFFICE

concerning such possible claim or assessment, as a matter of professional responsibility to us, you will so advise us and will consult with us concerning the question of such disclosure and the applicable requirements of FASB ASC 450, Contingencies (excerpts of which can be found in the ABA's *Auditor's Letter Handbook*). Please specifically confirm to our auditors that our understanding is correct.

Response

Your response should include matters that existed as of December 31, 2022, and during the period from that date to the effective date of your response. Please specify the date of your response if it is other than the date of reply.

Please specifically identify the nature of, and reasons for, any limitations on your response.

Our auditors expect to have the audit completed by about August 18, 2023. They would appreciate receiving your reply by that date with a specified effective date no earlier than August 16, 2023. You may also be requested to provide updates to your written response at a later date. We authorize you to respond to a request for updates made directly from our auditors in connection with the audit of our financial statement as of December 31, 2022 and for the year then ended. We appreciate your timely response to such requests.

Other Matters

Please also indicate the amount we were indebted to you for services and expenses (billed or unbilled) as of September 20, 2023.

Very truly yours,

Board of County Commissioners of Riley County, Kansas,

____

Chairman

____

Member

____

Member

RILEY COUNTY

CLERK'S OFFICE

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COUNTY CLERK & ELECTIONS
Resolution

RESOLUTION

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

MEETING: **August 10, 2023**

SUBJECT: **2023 G.O. Temporary Notes - University Park Sewer District and Lakeside Heights Sewer District**

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

Motion to approve resolution 081023-____, as submitted. A resolution of authorizing the issuance of General Obligation temporary notes of Riley County, Kansas of $275,000 to provide funds for the temporary financing of the costs of the University Park Sewer District and Lakeside Heights Sewer District.

Enclosures:

- DOCS-#1051923-v2-Note_Resolution__Riley_County__TIN__Series_B__2023 (DOCX)

TRIPLETT WOOLF GARRETSON, LLC

RESOLUTION NO. 081023-__

OF

RILEY COUNTY, KANSAS

AUGUST 10, 2023

TWG REF: 1051923
Note Resolution

RESOLUTION NO. 081023-__

A RESOLUTION AUTHORIZING ISSUANCE OF GENERAL OBLIGATION TEMPORARY NOTES OF RILEY COUNTY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $275,000 TO PROVIDE FUNDS FOR THE TEMPORARY FINANCING OF THE COSTS OF A SANITARY SEWER PROJECT AUTHORIZED BY THE COUNTY; AND SETTING FORTH THE TERMS, DETAILS, FORM AND CONDITIONS OF THE GENERAL OBLIGATION TEMPORARY NOTES

WHEREAS, Riley County, Kansas (the "County") is a political subdivision, created, organized and existing under the laws of the state of Kansas ("State"); and

WHEREAS, pursuant to K.S.A. 19-27a01 *et seq.*, as amended, and predecessor statutes, the governing body of the County authorized the creation of the University Park Sewer District and the Lakeside Heights Sewer District (collectively the "District" or "Districts") to provide for the improvement to the sanitary sewage systems serving the Districts; and

WHEREAS, the Board of County Commissioners serves as the governing body of the Districts and is authorized by 19-27a01 *et seq.*, and particularly, K.S.A. 19-27a12 and K.S.A. 19-101a (collectively, the "Act") to build, operate and maintain disposal works necessary to handle and dispose of sewage and to issue general obligation bonds of the County to pay costs thereof and to assess the costs of such disposal works to the sewer districts then or thereafter using the disposal works; and

WHEREAS, the University Park Sewer District and the Lakeside Heights Sewer District are served by the County's University Park Wastewater Treatment Facility, which the County is required to replace with a non-discharging lagoon wastewater treatment facility pursuant to orders of the United States Environmental Protection Agency – Region 7, in an Order for Compliance on Consent to the County dated April 27, 2022; and

WHEREAS, in pursuant to the Act and in Resolution No. 062923-36 of the County, the County authorized the engineering, design and construction of a non-discharging lagoon system to provide sewage treatment to the Districts (the "Improvements") at an estimated cost of $1,985,000, and the issuance of general obligation bonds of the County to pay the unpaid costs of the Improvements; and

WHEREAS, pursuant to the Act and K.S.A. 10-123, the governing body of the County is authorized to issue temporary notes in anticipation of the issuance of general obligation bonds from time to time as funds are needed for orderly construction of the Improvements; and

WHEREAS, the governing body of the County finds and determines it necessary to provide for the issuance of temporary notes of the County pursuant to the Act and Resolution No. 062923-36 in the amount of $275,000, which amount does not exceed the total estimated cost of the Improvements, for the purpose of financing preliminary costs related to the design, engineering, and construction of the Improvements, and further to specify the terms, details, form and conditions of the temporary notes.

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

SECTION 1. Authority for the Notes; Security. The General Obligation Temporary Notes, Series B, 2023 (the "Notes") of the County are authorized and directed to be issued to temporarily finance certain preliminary costs of design, engineering, and construction of the Improvements (as defined in the recitals to this Resolution). In connection with the issuance, registration and delivery of the Notes, the County will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically K.S.A. 10-123, as amended.

The Notes are general obligations of the County, payable from proceeds of general obligation bonds issued to permanently finance the Improvements, from special assessments levied upon property in the Districts benefited by the Improvements, from other available funds of the County, and if not so paid, from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the County. The full faith, credit and resources of the County are pledged to secure the payment of the principal of and interest on the Notes as and when the same become due and payable in accordance with the terms thereof. The governing body intends and agrees to make provision for the payment of the principal of and the interest on the Notes by issuing general obligation bonds and applying the proceeds of such bonds, together with any other current revenues of the County available for such purpose.

SECTION 2. Details of the Notes; Payment of Principal and Interest. The Notes shall be issued in the total principal amount of $275,000. The Notes shall be designated "Riley County, Kansas, General Obligation Temporary Notes, Series B, 2023", shall be dated September 1, 2023 (the "Dated Date"), and shall mature March 1, 2025 (the "Maturity Date"), unless prepaid or redeemed before the Maturity Date, as the County may elect and as provided in Section 3 of this Resolution.

The Notes shall be issued as fully registered certificated securities and shall be numbered R-1 upwards and shall be issued in the denominations of $100,000 or integral multiples of $5,000 in excess thereof (the "Authorized Denominations"). The Notes shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) at the rate of 4.00% per annum, with interest payable semi-annually on March 1 and September 1, commencing March 1, 2024 (the "Interest Payment Dates"), or otherwise payable upon the prepayment and redemption date of the Notes, as the case may be.

Interest shall be paid to the Owners (as herein defined) of the Notes as shown on the Registration Books (as herein defined) as of the fifteenth (15th) day of the month prior to the Interest Payment Date (the "Record Date"). The Notes shall bear interest from the Interest Payment Date immediately preceding their effective authentication date, unless such effective authentication date is an Interest Payment Date when the Notes shall bear interest from such

Interest Payment Date, or unless the effective authentication date is before the first Interest Payment Date, when the Notes shall bear interest from their dated date. The effective date of authentication shall be set forth on each Note and shall be the date of authentication by the Note Registrar.

The principal amount of the Notes shall be payable to the registered owner in lawful money of the United States of America by check or draft of the Paying Agent upon the presentation of the Notes for payment and cancellation at the Paying Agent's principal office in the City of Topeka, Kansas. Interest on the Notes shall be payable on the Interest Payment Dates, in lawful money of the United States of America to the Owners shown on the Bond Register as of the Record Date, by (i) check or draft of the Paying Agent mailed to the Owners at their addresses as shown on the Note Registrar, or at such other address as an Owner has furnished in writing to the Note Registrar or, (ii) in case of an interest payment to an Owner that is a securities depository or the Owner of 100% of the outstanding principal amount of the Notes, by wire transfer to that Owner upon written notice given by the Owner, not less than 15 days before the Record Date for such interest, which provides the electronic transfer instructions including the bank address, ABA routing number and account number where such Owner seeks to have the wire deposited.

In any case where an Interest Payment Date occurs on a date which is a Saturday, Sunday, or any day designated as a holiday by the Congress of the United States or by the Legislature of the State of Kansas and on which the Paying Agent is scheduled to be closed to the public for conduct of its operations, then the payment of such principal, premium or interest need not be made on such Interest Payment Date, and may be made on the next succeeding business day with the same force and effect as if made on the Interest Payment Date, and no interest shall accrue for the period after such scheduled Interest Payment Date.

SECTION 3. Prepayment of Notes. The Notes may be redeemed and prepaid by the County, in whole or in part, on March 1, 2024, and at any time thereafter, by the payment of the principal amount thereof plus the accrued and unpaid interest thereon, to the date of such redemption (the "Redemption Price").

The Notes may be redeemed in any Authorized Denomination and if the County elects to call for redemption less than all of the Notes which are at the time outstanding, the Notes shall be redeemed in such equitable manner as the County shall determine. In the case of a partial redemption of the Notes, then for all the purposes in connection with such redemption, each Authorized Denomination of face value of a Note shall be treated as though it was a separate Note of the minimum Authorized Denomination. If it is determined that one or more, but not all, of the Authorized Denominations of face value represented by any Note has been selected for prepayment, then upon receipt of notice of such prepayment, the Owner shall present and surrender such Note to the Paying Agent (i) for payment of the principal amount thereof and accrued interest to the date of such redemption of the Authorized Denominations of face value of the Note called for redemption, and (ii) for exchange, without charge to the Owner, for a new Note or Notes of the aggregate principal amount of the unpaid portion of the principal amount of such Note. If the Owner of any Note of which one or more, but not all, of the Authorized Denominations of face value thereof has been selected for redemption shall fail to present such Note for payment for any reason, the Authorized Denominations prepaid shall, nevertheless, become due and payable on the date of the redemption, and no further interest shall accrue on such paid but unpresented Authorized Denominations of face value from and after the date of such redemption.

The County shall give notice of any call for redemption and payment in writing to the Paying Agent not less than forty-five (45) days prior to the redemption date; and the Paying Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Notes so called not less than thirty (30) days prior to the redemption date, unless any Owner has waived such written notice of redemption. The County shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State of Kansas which are in effect as of the date of giving any such notice. All notices of redemption given under the provisions of this Section shall state (i) the redemption date, (ii) the Redemption Price, (iii) if less than all Outstanding Notes are to be redeemed, the identification (and in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed, (iv) that on the redemption date the principal amount, and premium, if any, will become due and payable upon each such Note or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the redemption date, (v) any conditions required prior to redemption and payment, and (vi) that the Notes so selected for redemption are to be surrendered to or at the principal office of the Paying Agent for payment. The failure of any Owner of the Notes to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

At the option of the County, a notice of optional redemption may be conditional upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the Redemption Price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Paying Agent shall not redeem such Notes and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Notes will not be redeemed.

On or prior to the redemption date, the County shall deposit with the Paying Agent sufficient funds to pay the Redemption Price of the Notes called for redemption, together with all unpaid and accrued interest thereon to the redemption date, of all Notes or portions thereof selected for redemption on the redemption date. Upon the surrender by the Owners of Notes selected for redemption, the Paying Agent shall pay the Redemption Price therefor to the Owners. If one or more, but not all, of the Authorized Denominations of face value represented by any Note is selected for redemption and surrendered and paid, then the Paying Agent shall prepare and furnish to the Owner thereof a new Note or Notes of the same maturity and in the amount of the unredeemed portion of such Note as provided above. All Notes selected, called and surrendered for redemption shall be canceled by the Paying Agent and shall not be reissued.

Whenever any Note, or one or more of the Authorized Denominations of face value represented by any Note, has been selected for redemption and payment as provided in this Section, all interest on such Note, or such one or more of the Authorized Denominations of face value represented by any such Note, shall cease from and after the redemption date, provided funds are then available for its payment at the Redemption Price described herein.

SECTION 4. Designation of Paying Agent and Note Registrar, Agreement. Pursuant to K.S.A. 10-620 *et seq.*, the governing body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes and pursuant thereto, designates and appoints the Treasurer of the State of Kansas, Topeka, Kansas, as the Note Registrar and Paying Agent for the Notes (the "Paying Agent" or "Note Registrar"). The terms, conditions and provisions under which the State Treasurer will perform his duties as Note Registrar and Paying Agent for the Notes are set forth in an "Agreement between Issuer and Agent", dated as of September 1, 2023 (the "Agreement"). The form and text of the Agreement is approved and accepted by the governing body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the County are declared to be the covenants, duties and responsibilities of the County as though fully set forth at this place. The Chair and County Clerk are authorized to execute and deliver the Agreement for and on behalf of the County. The entire text of the Agreement is incorporated in and made a part of this Resolution by this reference and as though fully set forth at this place.

SECTION 5. Form of Notes. The Notes shall be in the usual and customary form and shall contain recitals as required by law, including a recital that they are issued under the authority of K.S.A. 10-123. The Notes shall further contain a recital that they are issued for the purpose of temporarily financing the costs of constructing the Improvements pursuant to the provisions of K.S.A. 19-27a01 *et seq*., and K.S.A. 19-101a, as amended and supplemented, and shall also contain a recital that they are subject to prepayment prior to maturity at the County's election in accordance with Section 3 hereof. The County's Bond Counsel, Triplett Woolf Garretson, LLC, is hereby authorized, ordered and directed to prepare the form and text of the certificates for the Notes, and to cause the same to be printed as the definitive certificates for the Notes.

SECTION 6. Registration of Ownership, Transfer and Exchange of Certificated Notes. Pursuant to the Agreement, the Note Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Notes (the "Registration Books") and the person(s) in whose name any Notes are registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes (the "Owner"). Payment of, or on account of the principal of and the interest on any Notes shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Notes, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms and conditions and requirements for the transfer and exchange of the Notes and for the replacement of a mutilated, lost, stolen or destroyed Note are fully set forth in the Agreement. Replacement certificates delivered upon any transfer or exchange made in compliance with the provisions, terms, conditions, and requirements set forth in the Agreement shall be valid obligations of the County, evidencing the same debt as the certificated Note surrendered, shall be secured by the pledges made in this Resolution and shall be entitled to all of the security and benefits hereof to the same extent as the certificated Note surrendered.

SECTION 7. Execution of the Notes. The Notes shall be executed by the manual signature of the Chair, shall have the County's official seal impressed thereon, and shall be attested by the manual signature of the County Clerk; and when so executed, the Notes shall be registered in the office of the County Clerk and in the Office of the Treasurer of the State of Kansas as required by law. After registration in the Office of the Treasurer of the State of Kansas, the Notes shall be countersigned by the manual signature of the County Clerk, attested by the County's official seal. In case any officer of the County or of the State whose signature shall appear on the Notes shall cease to be such officer before the actual delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Notes shall be valid or obligatory for any purpose unless and until the Certificate of Authentication has been duly executed by the Note Registrar, and such duly executed Certificate of Authentication on any Note shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication on any Note shall be deemed to have been duly executed by the Note Registrar when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Note Registrar manually sign the Certificate of Authentication on all of the Notes issued under this Resolution.

SECTION 8. Payment of Costs. The County shall pay out of the proceeds of the Notes all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the Notes except (a) the reasonable fees and expenses of replacing a Note or Notes which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Notes.

SECTION 9. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there is created within the Treasury of the County the following funds and accounts:

(A) Improvement Fund (the "Improvement Fund"); and

(B) Principal and Interest Account for the Riley County, Kansas General Obligation Temporary Notes, Series B, 2023 (the "Series B, 2023 Notes Principal and Interest Account")

The Improvement Fund and Series B, 2023 Notes Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale, and delivery of the Notes. Moneys in the Improvement Fund shall be used to pay the costs associated with constructing the Improvements, as well as any applicable costs of issuance associated with (i) the issuance of the Notes or (ii) any general obligation bonds ultimately issued to retire such Notes, and can be used, together with the Series B, 2023 Notes Principal and Interest Account, for the payment of principal of, or interest on the Notes, or the general obligation bonds hereafter issued, as the same may become due. The Series B, 2023 Notes Principal and Interest Account may be created as a subaccount of the County's Bond and Interest Fund.

SECTION 10. Delivery of Notes; Disposition of Proceeds. The Chair and County Clerk are authorized and directed to prepare and execute the Note in the form and manner described in this Resolution, including a reasonable inventory quantity of Note certificates for transfer, exchange and replacement in accordance with the provisions hereof, and to cause the registration and countersignature of the Notes as described herein. The Notes have been sold to Riley State Bank, Riley, Kansas, (the "Original Purchaser"), and shall be delivered to the Original Purchaser upon receipt by the County of the full purchase price of the Notes.

Proceeds from the sale of the Notes shall be deposited in the Treasury of the County for the credit of the funds and accounts created by Section 9, and shall be applied as follows:

(A) The amount of the proceeds representing accrued interest on the Notes, if any, shall be credited to the Series B, 2023 Notes Principal and Interest Account and shall be set aside to be used toward payment of the interest on the Notes; and

(B) $275,000 of the proceeds of the Notes shall be credited to the Improvement Fund, and $15,600 of such amount shall be deposited in a capitalized interest subaccount of the Improvement Fund and applied to payment of interest on the Notes.

SECTION 11. <u>Sale of the Notes; Authority to Enter into Purchase Agreement</u>. The Notes shall be sold to the Original Purchaser, at a price equal to the principal amount of the Notes, plus accrued interest from their dated date to the date of delivery of the Notes, if any. If requested by the Original Purchaser, the Chair and County Clerk are authorized and directed to execute a Purchase Agreement on behalf of the County with the Original Purchaser, such Purchase Agreement to be in such final form as may be agreed upon by the governing body and the Original Purchaser.

SECTION 12. <u>Resolution Constitutes Contract, Remedies of Owner</u>. The provisions of this Resolution, and all of the covenants and agreements herein contained, shall constitute a contract between the County and the Owners, and the Owners shall have the right:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce its rights against the County and its officers, agents and employees, and to require and compel the County and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas,

(B) By suit, action or other proceeding in equity or at law to require the County, its officers, agents and employees to account as if they were the trustees of an express trust, and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

SECTION 13. <u>Limitation on Actions by Owner; Remedies Cumulative; Delay or Omission Not Waiver</u>. An Owner secured hereby shall have no right in any manner whatsoever by its action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the benefit of the Owner of the Notes. Nothing in this Resolution or in the Notes shall affect or impair the obligations of the County to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Notes to the Owner thereof or affect or impair the right of action of the Owner to enforce payment of the Notes held by it, or to reduce to judgment its claim against the County for payment of the principal and interest on the Notes. No remedy herein conferred upon the Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No delay or omission of the Owner to exercise any right or power accruing upon any default shall be construed as an acquiescence therein, and every right, power and remedy given by this Resolution to the Owner, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by the Owner on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the County and the Owner shall be restored to its former position and right hereunder, and all rights remedies, powers and duties of the Owner shall continue as though no such proceedings had been taken.

SECTION 14. Amendments. The County may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or (iii) to more precisely identify the Improvements, or (iv) to conform this Resolution to the Code (as defined in Section 15 hereof) or future applicable Federal laws concerning tax-exempt obligations. The rights and duties of the County and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the County with the consent of 66% of the Owners, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the County Clerk; provided that, the following modifications or alterations shall require the consent of 100% of the Owners:

(A) Extend the maturity of any payment of principal or interest due upon the Notes, or

(B) Effect a reduction in the amount which the County is required to pay by way of principal of or interest on the Notes.

Any and all modifications made in the manner provided above shall not become effective until a certified copy of the resolution of the County authorizing the modifications and proof of consent to such modification by the Owners, as required herein is filed with the County Clerk. It shall not be necessary to note on the outstanding Notes any reference to such amendment or modification.

SECTION 15. Tax Covenants. The governing body of the County covenants that so long as the Notes remain outstanding and unpaid, it will not make or permit the use the proceeds thereof which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Notes to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Internal

Revenue Code of 1986, as amended (the "Code"); and that it will comply with all applicable requirements of Section 148 of the Code and Rules and Regulations of the United States Treasury Department thereunder for so long as the Notes remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to assure the exclusion from gross income for purposes of Federal income taxation of the interest on the Notes, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 16. Qualified Tax-Exempt Obligations. The governing body of the County designates the Notes as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code.

SECTION 17. Severability. If any provision of the Resolution shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

SECTION 18. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the Riley County, Kansas, on August 10, 2023.

BOARD OF COUNTY COMMISSIONERS,
RILEY COUNTY, KANSAS

By____
Kathryn Focke, Chair

[seal]

By____
John Ford, Vice Chair

By____
Greg McKinley, Member

ATTEST:

By_________________________________
Rich Vargo, County Clerk

EXCERPT OF MINUTES

The governing body of Riley County, Kansas, met in regular session at the usual meeting place in the County on August 10, 2023, at 8:30 A.M., with the Chair, Kathryne Focke, presiding and the following members present:

and the following members were absent:

Among other business, there came on for consideration and discussion the following:

A RESOLUTION AUTHORIZING ISSUANCE OF GENERAL OBLIGATION TEMPORARY NOTES OF RILEY COUNTY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF $275,000 TO PROVIDE FUNDS FOR THE TEMPORARY FINANCING OF THE COSTS OF A SANITARY SEWER PROJECT AUTHORIZED BY THE COUNTY; AND SETTING FORTH THE TERMS, DETAILS, FORM AND CONDITIONS OF THE GENERAL OBLIGATION TEMPORARY NOTES

The Resolution was considered and discussed, and on motion of ___________________, seconded by ___________________, the Resolution was adopted by vote of the majority of all members present.

The Resolution was assigned No. 081023-__.

****

COUNTY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the August 10, 2023, meeting of the governing body of Riley County, Kansas.

[seal]

____
Rich Vargo, County Clerk

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

COUNTY CLERK & ELECTIONS
Personnel

COMMISSION AGENDA REPORT

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

MEETING: **August 10, 2023**

SUBJECT: **Sign Riley County Employee Action Form(s)**

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

Enclosures:

- 2023-08 Attorney JSnyder EAF (DOCX)
- 2023-08 Counselor JChingway EAF (DOCX)
- 2023-08 Fire ABauer EAF (DOCX)
- 2023-08 Fire WVela EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Julianne Snyder

Status Change Date: 08/18/2023

Status Change: Separation

Date of Hire: 04/04/2022

Seniority: 1 Years, 4 Month(s)

Position: Administrative Assistant

Position Type: Full-Time

Pay Range: 4

Pay Type: Hourly

Base Rate: $19.70

Annualized Pay: $40,976.00

Funds Codes: County General [1]

Supervisor: Kimberly Lenhart

Department Head: Barry Wilkerson

BoCC Chairman ____ Date: ______________________

BoCC Member ____ Date: ______________________

BoCC Member ____ Date: ______________________

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Jana M Kurczewski Chingway

Status Change Date: 08/21/2023

Status Change: Promotion

Date of Hire: 11/23/2015

Seniority: 7 Years, 8 Month(s)

Position: Office Manager County Counselor

Position Type: Full-Time

Pay Range: 16

Pay Type: Salary

Base Rate: $3,136.00

Annualized Pay: $81,536.00

Funds Codes: County General [1]

Supervisor: Clarence Holeman

Department Head: Clarence Holeman

BoCC Chairman ______________________________________ Date: ______________________

BoCC Member ______________________________________ Date: ______________________

BoCC Member ______________________________________ Date: ______________________

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Alex Bauer

Status Change Date: 08/10/2023

Status Change: New Hire

Date of Hire: 08/10/2023

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

Position: Volunteer Firefighter Stipend

Position Type: As-Needed

Pay Range: TASND

Pay Type: Hourly

Base Rate: $0.00

Annualized Pay: $0.00

Funds Codes: 183-Riley Co Fire District #1, 183-Fire District #1

Supervisor: John Martens

Department Head: Russel Stukey

BoCC Chairman ______________________________________ Date: ______________________

BoCC Member ______________________________________ Date: ______________________

BoCC Member ______________________________________ Date: ______________________

Original document stored in Human Resources

Revised 2022-11

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Willie Vela

Status Change Date: 08/10/2023

Status Change: New Hire

Date of Hire: 08/10/2023

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

Position: Volunteer Firefighter Stipend

Position Type: As-Needed

Pay Range: TASND

Pay Type: Hourly

Base Rate: $0.00

Annualized Pay: $0.00

Funds Codes: 183-Riley Co Fire District #1, 183-Fire District #1

Supervisor: John Martens

Department Head: Russel Stukey

BoCC Chairman ______________________________ Date: ____________________

BoCC Member ______________________________ Date: ____________________

BoCC Member ______________________________ Date: ____________________

Attachment: 2023-08 Fire WVela EAF (13648 : Employee Action Form (Green Sheet))

Board of Riley County Commissioners

Regular Meeting

TENTATIVE Agenda

August 14, 2023

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

Cindy Kabriel
785-565-6200

Commission Chambers **8:30 AM**

District 2 – Greg McKinley, Member | District 3 – Kathryn Focke, Chair | District 1 – John Ford, Vice Chair

8:30 AM **Call to Order**

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM **Rich Vargo, County Clerk**

1. Year to date budget and expenditure reports

9:15 AM **Barry Wilkerson, County Attorney**

2. Request to refill Administrative Assistant

9:30 AM **Press Conference**

3. Public Notice - John Ellermann (1-2 minutes)

10:00 AM **Break**

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

4. Project update

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

5. Administrative Work Session

12:00 PM **County Officials Luncheon**

Adjournment

Announcements

Riley County Planning Board/Board of Zoning Appeals meeting will be held tonight at 7:30 p.m. in the Commission Chambers, Courthouse Plaza East Building, 115 N. 4th Street.

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

Board of Riley County Commissioners
Regular Meeting
TENTATIVE Agenda
August 17, 2023

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

Cindy Kabriel
785-565-6200

Commission Chambers **9:00 AM**

District 2 – Greg McKinley, Member | District 3 – Kathryn Focke, Chair | District 1 – John Ford, Vice Chair

9:00 AM **Call to Order**

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:30 AM **Clancy Holeman, Counselor/Director of Administrative Services**

2. Administrative Work Session

9:50 AM **Break**

10:00 AM **Gary Fike, County Extension Director**

3. Staff update

10:15 AM **Brian Peete, RCPD Director**

4. RCPD update

10:30 AM **Katharine Hensler, Museum Director**

5. Staff update

10:45 AM **Julie Gibbs, Health Department Director**

6. Staff update
7. Grant
8. PHEP Coordinator update - Skylar German

4:00 PM **Joint City/County/County Meeting (at County Offices)**

Adjournment

Announcement

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

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

COUNTY COUNSELOR/ADMINISTRATIVE SERVICES
Personnel

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

COMMISSION AGENDA REPORT

FROM: **Clancy Holeman, Riley County Counselor**

MEETING: **August 10, 2023**

SUBJECT: **Request to refill position – Legal Assistant**

PRESENTER: **Clancy Holeman**

BACKGROUND

The incumbent Office Manager in our office previously submitted their resignation effective August 31, 2023.

We posted internally the vacancy in that Office Manager position. One internal applicant has accepted our offer of the position. This creates a vacancy in our office for the position of Legal Assistant.

The position of Legal Assistant provides the County Counselor and Assistant County Counselor with technical and administrative skills, assists with creation of resolutions, written opinions, contracts, briefs, memoranda and pleadings.

This position is vital to County operations.

FISCAL IMPACT

This is a budgeted position; however, the fiscal impact will be determined by the current recruitment market and is expected to have a smaller impact on the current and future budget based on tenure.

RECOMMENDATION(S)

I recommend you approve opening the position of Legal Assistant for recruitment.

POSSIBLE MOTION(S)

A. “I move the Board approve opening of the position of Legal Assistant for recruitment.”

B. “I move the Board not approve opening of the position of Legal Assistant for recruitment.”

Enclosures:

- Legal Assistant position description (PDF)
- Legal Assistant PAF (DOCX)

RILEY COUNTY, KANSAS
JOB DESCRIPTION

Job Title:	**LEGAL ASSISTANT**		
Department:	Administrative Services	**Division:**	County Counselor
Reports To:	Office Manager		
Pay Grade:	12	**Status:**	Full time.
FLSA Status:	Non-Exempt		

Purpose: The Legal Assistant provides technical office services to the County Counselor's office to coordinate office procedures and to assist in the preparation from draft form of resolutions, written opinions, contracts, briefs, memoranda and pleadings for use in court and with the primary client, the Board of County Commissioners.

ESSENTIAL FUNCTIONS:

- Assist in the creation and preparation of annual tax foreclosure case by drafting documents to file, facilitating mailings and preparing individual letters as needed.
- Research and generate background information on defendants as needed
- Assists in coordination of personal property tax collections including renewing warrants, creating documents to be filed when abated, and electronic filing.
- Assists in preparation of bankruptcy claims and electronic file.
- Assists Counselor with Planning & Development issues and code enforcement cases .
- Maintain calendar of court appearances, meetings, deadlines and reminders for County Counselor's office and document court appearances and deadlines
- Act as liaison between the County Counselor office and other departments, agencies, officials and committees as directed.
- Coordinate response to deed and permit issues
- Assists in collecting real and personal property taxes in bank foreclosure cases including creating documents and electronic filing.
- Drafts benefit district related documents.
- Drafts other legal documents as directed.
- Maintain accurate electronic and hard copy filing systems.
- Answer telephone & assist the public.
- Assist Board of County Commissioners with general correspondence and scheduling of meetings with staff on various projects.
- Other duties as assigned.

POSITION REQUIREMENTS:

Education: High school graduate or equivalent required. Certificate from college or technical school required; Associate degree in legal studies or related field preferred.

Experience: 2 years training or experience with significant administrative and clerical responsibilities required.

Appropriate combination of education and experience will be considered in lieu of requirements.

Skills: Knowledge of civil legal system, of procedures in the District Court system and the Federal Court system, language for court documents, Kansas Statutes and case law, and discretion regarding confidential material and to understand the legal code of ethics. Ability to establish and maintain effective working relationships with associates and the public. Ability to organize and prioritize multiple complex projects with shifting deadlines. Ability to communicate effectively, orally and in writing. Ability to defuse high pressure, conflicting situations and maintain order.

Knowledge of personal computers including word processing, spreadsheets, and other computer software. Typing proficiency. Basic bookkeeping skills. Ability to draft letters and legal documents.

Physical Demands: The physical demands described represent required to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Employee is required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; talk or hear. The employee must regularly lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, color vision.

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

Employee is exposed to a moderate noise level in the work environment. There is moderate risk involved as the employee is potentially subject to verbal abuse from disgruntled individuals.

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

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

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

Submitted by Ashley Martinek on 08/08/2023 at 02:40 PM

Internal Position Details (not displayed on job posting)

Company
Riley County, KS

Job ID
1879182

Pay Grade
RANGE 12 [RANGE 12]

Cost Center 1
County General [1]

1 Job Slot
LEGAL A-1

Position Template
Legal Assistant [LGLASST]

Salary
$25.92-$28.31

EEO Class
Administrative Support Workers [5]

Cost Center 2
Counselor [4]

Work Location
Office Building

Supervisor Position
No

Workers Compensation
8820 [8820]

Cost Center 3
--

Supervisor: Jana Kurczewski Chingway

Department Head: Clarence Holeman

☒No changes to Position or Budget

☒Position Description attached

Total annual hours: 2080

☒Budgeted

☐New or updated position description

☐New request for budget (details attached)

Salary: $58,884.80

Budget for Benefits: $23,259.50

Total proposed annual budget: $82,144.30

Additional Position Comments: ______________________________

BoCC Chairwoman ______________________ Date: ______________

BoCC Member ______________________ Date: ______________

BoCC Member ______________________ Date: ______________

Attachment: Legal Assistant PAF (13646 : Request to Fill Position)

RILEY COUNTY

COUNTY COUNSELOR/ADMINISTRATIVE SERVICES
Discussion

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

COMMISSION AGENDA REPORT

FROM: **Clancy Holeman, Riley County Counselor**

MEETING: **August 10, 2023**

SUBJECT: **Approval of Kansas Association of Counties Legislative Request Forms**

PRESENTER: **Clancy Holeman**

BACKGROUND

The deadline is August 11th, 2023, to submit any county's proposal to add items to the Kansas Association of Counties' legislative platform for the state's 2024 legislative session. Those submissions must be on the KAC's "Legislative Request" form.

DISCUSSION

Presented for your review today are two KAC "Legislative Request" forms. Each one offers for inclusion within the KAC legislative platform significant issues the BOCC supports.

"Attachment 1" describes, with its affixed exhibits, your request KAC support with its lobbying efforts S.B. 162-the "Riley County Unincorporated Area Nuisance Abatement Act." As you know, this proposed statute gives Riley County the legal ability to clean up "nuisance property" within the unincorporated area and place those county costs as a lien on the nuisance property. It is important to remember this authority would only be in place for 3 years-as a means of demonstrating such authority can be reasonably used by Riley County. And it can only happen after Riley County first prevails on the claim of nuisance in a local District Court proceeding against the property.

"Attachment 2" is very brief. It re-states the BOCC's long-standing support of a restart of the state's former annual appropriations to the existing "Local Ad Valorem Tax Reduction" fund. This is a timely request because, as you are aware, KAC has instituted a major effort this Spring and Summer to support all counties in achieving this goal.

FISCAL IMPACT

Enactment of SB 162 would make the owners of Riley County nuisance properties in the unincorporated area responsible to pay for the costs when Riley County must "clean up" that property. While no dollar estimate of the impact is currently possible, it is clear this is a shift of financial responsibility away from the general taxpayer and onto the nuisance real property owners.

Reenactment of LAVTR would allow counties statewide to carry out the intent of the existing LAVTR statute-reduction of property taxes.

RECOMMENDATION(S)

I recommend the Board authorize counsel to present the attached "Legislative Request" forms in their current form to the BOCC for signature Monday, March 6, 2023.

POSSIBLE MOTION(S)

A. "I move the Board authorize counsel to submit originals of these Legislative Request Forms to KAC."

B. "I move the Board authorize counsel to submit originals of these Legislative Request Forms to KAC, **with the following changes… ."**

C. "I move the Board **not** authorize counsel to submit originals of these Legislative Request Forms to KAC." "

Enclosures:

- Attachment 1 (PDF)
- Exhibit A (PDF)
- Exhibit B (PDF)
- Exhibit C (PDF)
- Exhibit D (PDF)
- Attachment 2 (PDF)

KANSAS ASSOCIATION OF COUNTIES

KANSAS ASSOCIATION OF COUNTIES
Legislative Request Form | 2024 Legislative Session

Instructions: Three entities are eligible to submit a policy request. They are: (1) a member county, (2) a KAC affiliate organization, or (3) a KAC associate organization. Any county official submitting a request must have support from the official's respective county or affiliate/associate organization before submission. It is preferred that all requests also include a prior discussion with a Kansas legislator before submission. Please submit requests typed on this form. Do not submit handwritten forms. Deadline for submitting this request form: **Friday, August 11, 2023**.

1. Contact Information

Name:	Clancy Holeman
Title:	Riley County Counselor
Entity:	Riley County
Telephone:	785-565-6844
Email:	choleman@rileycountyks.gov

2. Describe the legislative issue.

   Under existing law, Kansas counties are prohibited from abating real property nuisances and assessing the county's costs for such abatement as a lien on the nuisance real property. In contrast, Kansas cities have legal authority to do this.

   Our proposed S.B.162 (Exhibit A) grants this authority to Riley County for a period of 3 years. If S.B. 162 is passed and signed into law, it will become effective July 1, 2024.

3. Describe any history on the issue.

   S.B. 162 is our identical copy of Sedgwick County's S.B. 52, which was passed during the 2021 legislative session. Since July 1, 2021, Sedgwick County has had the lawful authority to clean up nuisance real properties and place county costs on the lien of the offending real property. Sedgwick County's authority to do so under existing law will "sunset" July 1, 2024, unless the legislature acts to extend S.B. 52 for a longer period of time.

   On February 14, 2023, Riley County testified in support of S.B. 162 in the Senate's "Committee on Local Government". See the written and verbal testimony from Riley County proponents, and the associated nuisance property photos which they described, attached as Exhibits B, C & D.

ATTACHMENT 1

4. Why does the issue need legislative resolution?

   Our county's history shows its available legal authority, which depends upon district court litigation, is very often insufficient to abate nuisance real properties.

5. Who will support the legislation? Who will oppose it?

   We are confident of potential widespread county support. That's because many counties will likely find their current lawful remedies are insufficient to abate the worst real property nuisances they face.

6. Do other counties support or oppose the legislation? Why or why not?

   Yes. Crawford County was present and supported us during the February 14, 2023, hearing. We have received interest in this matter from Butler County. We are convinced that, when enough counties are aware of this proposed solution, many more will support it.

7. Does this issue or problem have statewide effects and why?

   It affects all counties with nuisance real properties. Current law specifically forbids counties from using the "self-help" which S.B. 162, if enacted, provides to Riley County.

8. Has this legislation had previous introductions at the Legislature? If so, when?

   It was introduced in past legislative sessions. But the "Committee on Local Government" hearing February 14, 2023, was encouraging. There appeared to be no immediate dislike of the bill from committee members. Committee members asked good questions which proponents were able to answer. We believe that Committee will be open to a broader hearing during the 2024 session. Committee members will likely want to consider whether "special" legislation such as SB 162 and its predecessor (Sedgwick County SB 52) are appropriate. It is possible, if shown the need, this committee might support general legislation applicable to all 105 counties.

9. Which legislator did you approach and what was the response? Who will champion this bill during the legislative session?

   We have not yet directly approached the Riley County delegation about next session's platform. But we believe the Riley County delegation will support S.B. 162 as a logical state solution to a real local problem.

10. When (specific date) did your county, affiliate, or associate approve this proposal?

    The Board of Riley County Commissioners approved this proposal during its regular public meeting August 10, 2023.

11. Will you be present at the KAC Annual Conference during the legislative policy discussion to advocate for, and answer questions relating to, this legislation?

    Yes. And we welcome any counties to bring us their questions or concerns. They can be answered.

12. Attach any helpful documentation. See attached exhibits A, B, C & D.

PLEASE ANSWER ALL QUESTIONS TO ENSURE THAT THE COMMITTEE GIVES THOROUGH CONSIDERATION OF YOUR REQUEST

Please return to: Jay Hall, KAC Deputy Director and General Counsel
hall@kansascounties.org

Kansas Association of Counties, 715 SW 10th Avenue, Topeka, Kansas 66612

Deadline for Submission: August 11, 2023

Session of 2023

SENATE BILL No. 162

By Committee on Local Government

2-6

AN ACT creating the Riley county unincorporated area nuisance abatement act; establishing procedures for the removal and abatement of nuisances; providing for the assessment of costs of such abatement.

Be it enacted by the Legislature of the State of Kansas:

Section 1. (a) The provisions of sections 1 through 6, and amendments thereto, shall be known and may be cited as the Riley county unincorporated area nuisance abatement act.

(b) Before any nuisance abatement process shall be commenced under the Riley county unincorporated area nuisance abatement act, Riley county first shall have obtained a conviction for a county code violation resulting from such nuisance within the 12-month period prior to the issuance of any order as provided in section 2, and amendments thereto.

(c) (1) The board of county commissioners may order the removal or abatement of any nuisance from any lot or parcel of ground within the unincorporated area of the county. The board may order the repair or demolition of any structure or the removal or abatement of any other type of nuisance.

(2) The order shall provide that all costs associated with the abatement shall be paid by the owner of the property on which the nuisance is located.

Sec. 2. (a) Whenever the board of county commissioners or other agency designated by the board files with the Riley county clerk a statement in writing describing a nuisance and declaring that such nuisance is a menace and dangerous to the health of the inhabitants of the county, the board of county commissioners, by resolution, may make such determination and issue an order requiring the nuisance be removed or abated.

(b) Except as provided by subsection (c), the board of county commissioners shall order the owner of the property to remove and abate the nuisance within not less than 10 days, to be specified in the order. The board or its designated representative may grant extensions of the time period indicated in the order. The order shall state that, before the expiration of the waiting period or any extension, the recipient may request a hearing before the board or its designated representative. The order shall be served on the owner by personal service in accordance with

EXHIBIT A

K.S.A. 60-303, and amendments thereto.

(c) If the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice sent pursuant to this section during the preceding 24-month period, the board of county commissioners may provide notice of the issuance of any further orders to abate or remove a nuisance from the property in the manner provided by subsection (d) or as provided in this subsection. The board may provide notice of the order by such methods including, but not limited to, door hangers conspicuously posting notice of the order on the property, personal notification, telephone communication or first-class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first-class mail.

(d) If the owner of the property fails to comply with the order for a period longer than that named in the order or any extensions of such time period, the board of county commissioners may proceed to order the repair or demolition of any structure and have the items described in the order removed and abated from the lot or parcel of ground. If the county abates or removes the nuisance, the county shall give notice to the owner by certified mail, return receipt requested, of the total cost of the abatement or removal incurred by the county. The notice also shall state that payment of the cost is due and payable within 60 days following the mailing of the notice.

(e) If the cost of the removal or abatement is not paid within the 60-day period, the cost shall be assessed and charged against the lot or parcel of land on which the nuisance was located. If the cost is to be assessed, the county clerk, at the time of certifying other county taxes, shall certify the costs, and the county clerk shall extend the cost on the tax roll of the county against the lot or parcel of land. Such cost shall be collected by the county treasurer.

(f) In assessing the cost of removal and abatement of a nuisance, the county shall subtract from the total cost of the abatement or removal incurred by the county the value of the property removed or abated. If the value of the property removed or abated is greater than the cost of the removal or abatement incurred by the county, the county shall pay the owner the difference. If the value of the property is contested, the property owner may request a hearing before the board or its designated representative prior to the 60 days following receipt of notice of costs due and payable under subsection (d).

(g) All orders and notices shall be served on the owner of record or, if there is more than one owner of record, then on at least one such owner.

(h) Any decision of the board of county commissioners or its designated representative is subject to review in accordance with the Kansas judicial review act.

Sec. 3. Riley county may remove and abate from property, other than public property or property open to the use by the public, a motor vehicle determined to be a nuisance. Disposition of such vehicles shall be in compliance with the procedures for impoundment, notice and public auction provided by K.S.A. 8-1102(a)(2), and amendments thereto. Following any sale by public auction of a vehicle determined to be a nuisance, the purchaser may file proof with the division of vehicles, and the division shall issue a certificate of title to the purchaser of the motor vehicle. If a public auction is conducted but no responsible bid is received, the county may file proof with the division of vehicles, and the division shall issue a certificate of title of the motor vehicle to the county. Any person whose motor vehicle has been disposed of pursuant to this section shall be eligible for a refund of the tax imposed pursuant to K.S.A. 79-5101 et seq., and amendments thereto. The amount of the refund shall be determined in the manner provided by K.S.A. 79-5107, and amendments thereto.

Sec. 4. The board of county commissioners may adopt a resolution to establish any policies, procedures, designated body or other related matters for hearings that property owners or their agents may request pursuant to the Riley county unincorporated area nuisance abatement act.

Sec. 5. Nothing in the Riley county unincorporated area nuisance abatement act shall apply to land, structures, machinery and equipment or motor vehicles used for an agricultural activity. For purposes of this section, the term "agricultural activity" means the same as defined in K.S.A. 2-3203, and amendments thereto, except such term shall also include real and personal property, machinery, equipment, stored grain and agricultural input products owned or maintained by commercial grain elevators and agribusiness facilities.

Sec. 6. The Riley county unincorporated area nuisance abatement act, sections 1 through 6, and amendments thereto, shall expire on July 1, 2026.

Sec. 7. This act shall take effect and be in force from and after its publication in the statute book.

RILEY COUNTY
BOARD OF COMMISSIONERS

115 N. 4th Street, 1st Floor
Manhattan, Kansas 66502
Phone: 785-565-6844
Fax: 785-565-6847
Email: bocc@rileycountyks.gov

February 14, 2023

Carolyn McGinn, Chair
Senate Local Government Committee
State Capitol, Room 142-S
Topeka, KS 66612

Re: Written and Oral Testimony in Support of SB 162

Dear Chair McGinn and Members of the Committee:

The Board of Riley County Commissioners has introduced and unanimously supports SB 162.

This legislation allows Riley County to abate public nuisance properties by cleaning them up and imposing those costs upon the real property.

Current law, represented by a Kansas Court of Appeals decision, prohibits every county from doing the above. That court decision limits counties' ability to resolve even extreme public nuisance properties. Instead, counties can only file suit in district court, then rely upon the possibility a district court may impose a small fine or limited jail time. The experience of our lawyers in such cases is that courts are extremely reluctant to impose even small fines when a public nuisance is brought before them. And almost never is even a short jail sentence likely.

The best evidence why this statute is necessary can be seen in the photos of 3 different properties. All 3 are located in the unincorporated area of Riley County. Those photos are attached as "Property 1," "Property 2" and "Property 3." All aerial photos attached to my testimony date from 2022. But all other photos you will see today were taken within the past 2 weeks. You will hear more about the specifics of these 3 properties from our lawyers. You will hear more from them about why the current system doesn't work. You will understand why SB 162 is a solution worthy of this committee's support.

Thank you for allowing this Board to testify in support of SB 162.

Sincerely,

BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

Kathryn G. Focke, Chair

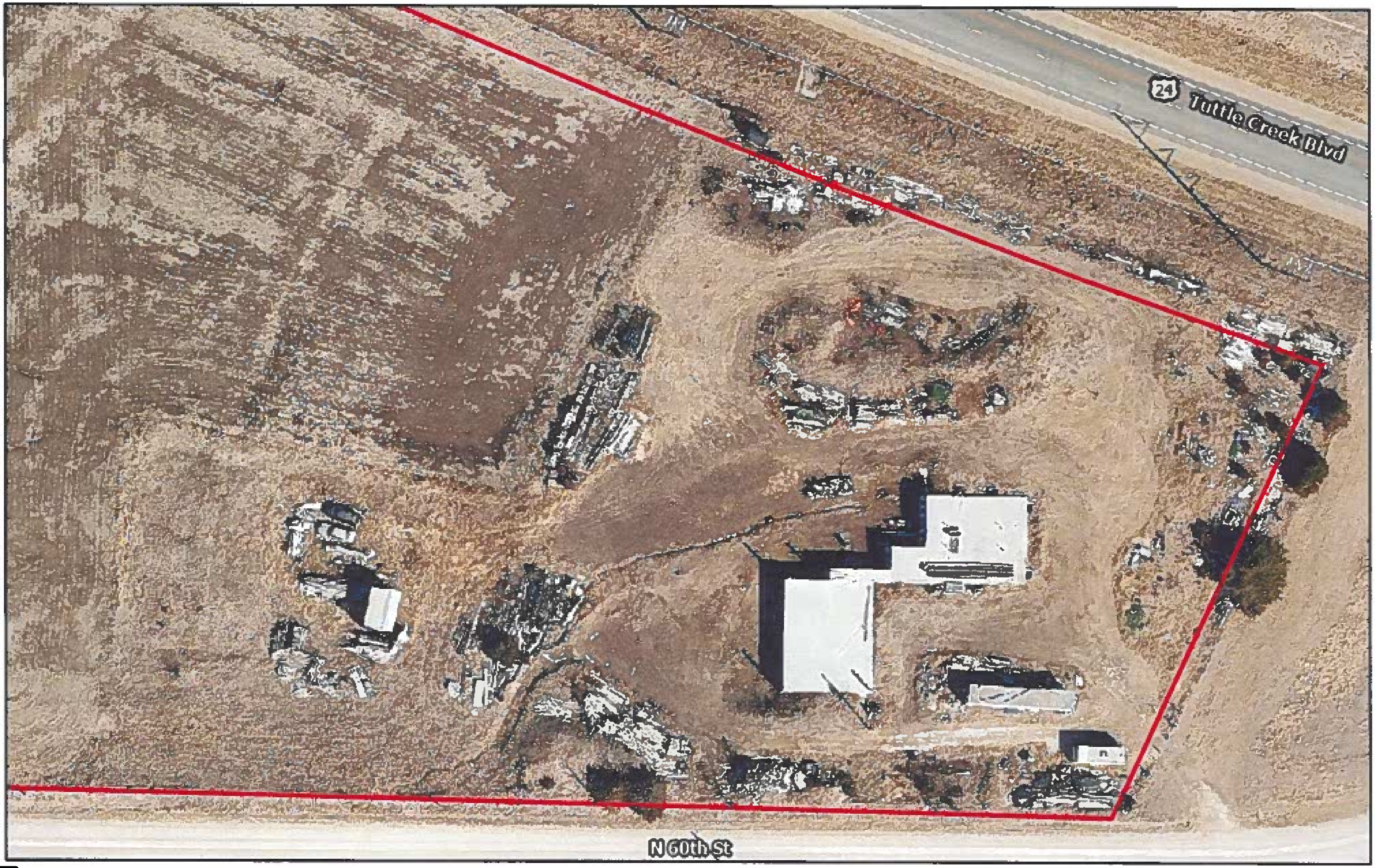
John Ford, Vice Chair

Greg McKinley, Member

EXHIBIT B

Attachment: Exhibit B (13647 : Legislative Request Forms)

2022



1:750

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

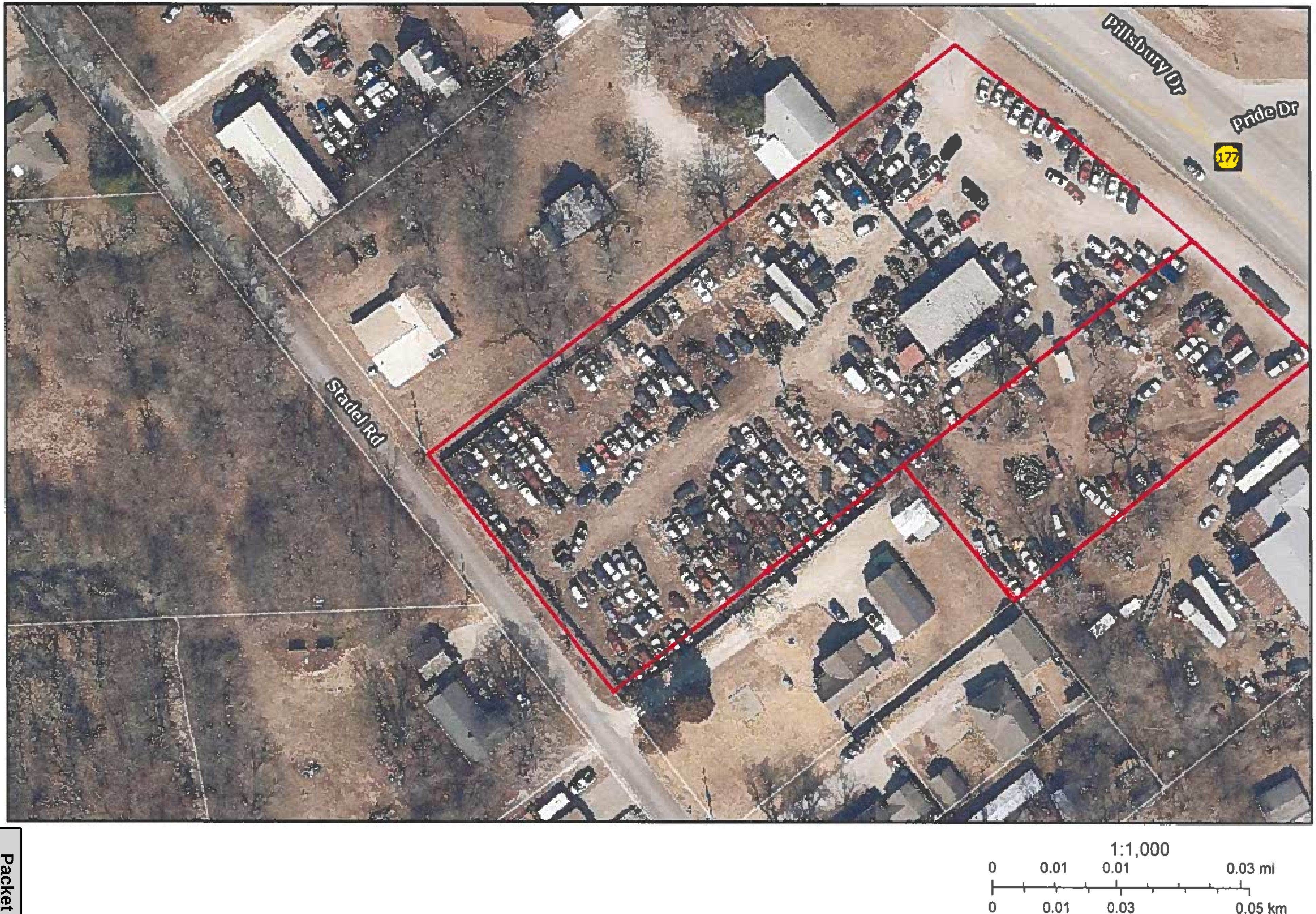
Property 1

Attachment: Exhibit B (13647 : Legislative Request Forms)

2022

Property 2

2022



Property 3

Attachment: Exhibit B (13647 : Legislative Request Forms)

RILEY COUNTY

COUNSELOR'S OFFICE

115 N. 4th Street, 1st Floor
Manhattan, Kansas 66502
Phone: 785-565-6844
Fax: 785-565-6847
Email: ccox@rileycountyks.gov

February 14, 2023

Carolyn McGinn, Chair
Senate Local Government Committee
State Capitol, Room 142-S
Topeka, KS 66612

Re: Written and Oral Testimony in Support of SB 162

Dear Chair McGinn and Members of the Committee:

I'd like to begin by talking about "Property #1."

Property #1 is an uninhabited house which has been under construction by the same property owner since 2004. All 3 "Property #1" photos before you today show this house remains today unfinished after 18 years.

I have been in litigation in Riley County District Court on this property with the same owner since 2017. The Court entered judgment in Riley County's favor in 2021, finding the property violates Riley County's zoning and property maintenance codes. The court order required the owner to bring this property into compliance by December, 2021. That did not happen.

In May, 2022, the Court found the property owner in contempt for failing to resolve these violations.

In September, 2022, the property owner filed an appeal of the contempt order with the Kansas Court of Appeals. That appeal continues today, but the owner has not yet filed his brief. After 18 years, followed by almost 5 years of litigation, "Property #1" is today still in violation of multiple provisions of the Riley County zoning and property maintenance codes. And this is after a District Court Judge found both the violations have been proven and the property owner is in contempt of court.

We in Riley County believe SB 162 would have ended this dispute years ago. Riley County would have had the authority to simply enter this nuisance property, clear away all the obvious junk and trash, and assess the costs of such clean up against the property itself.

Next I'd like to talk briefly about "Property #2".

" Property #2" is located near the Manhattan Regional Airport. No court case is pending on this property. But that's because the owner of "Property #2" has managed to avoid service necessary to bring him within the jurisdiction of the district court. SB 162 solves this problem by including a fair process which allows counties to proceed with clean up of nuisance properties even in those circumstances where the nuisance property owner is purposely avoiding personal service of process. Had SB 162 been in place already, "Property #2" would have been cleaned up long ago.

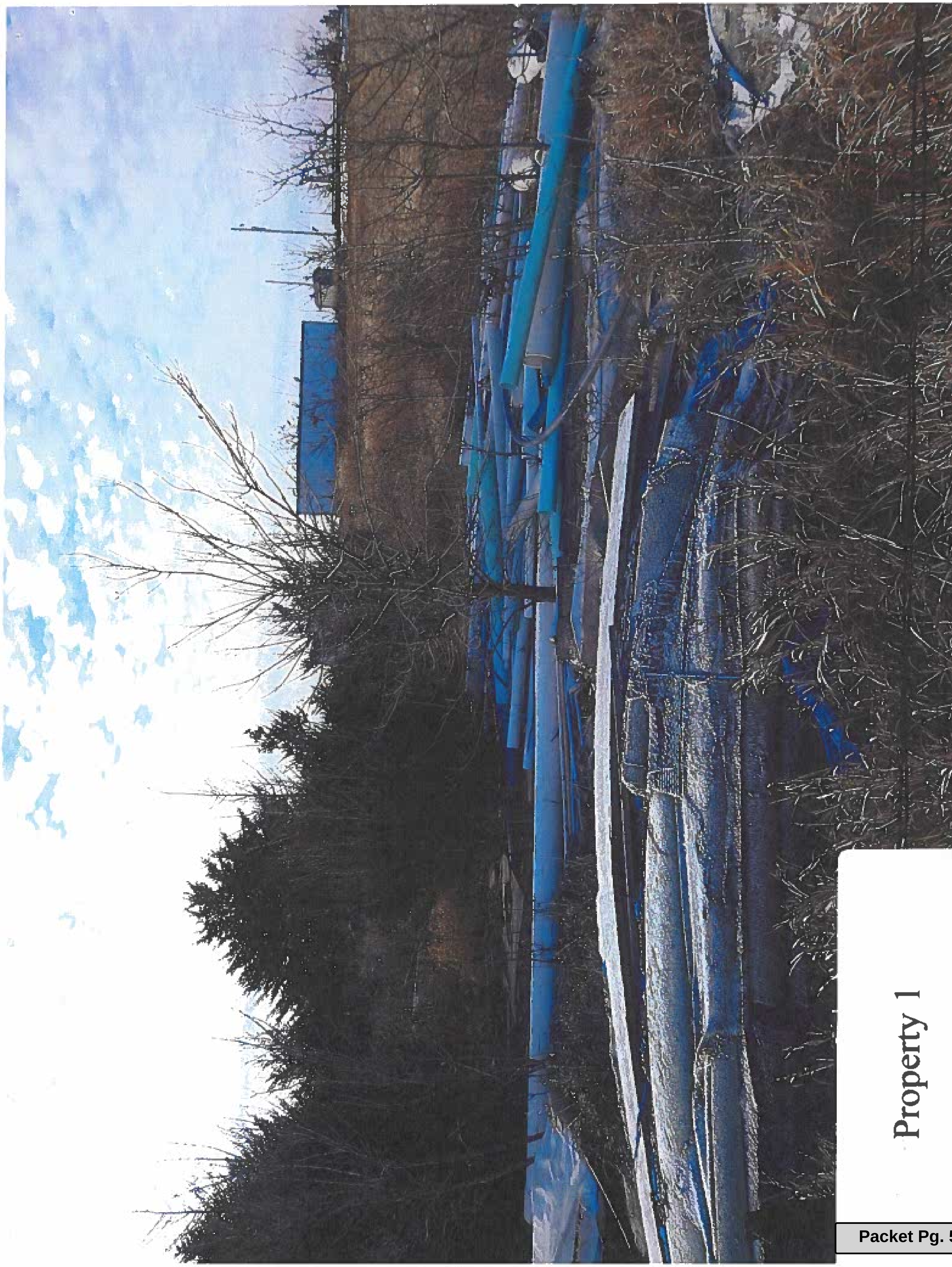
Finally, I'd like to talk briefly about "Property #3." No court case is pending on this property. But it does have a long history of contact with Riley County's zoning and property maintenance officials regarding apparent violations. This property sits on Highway 177 and is part of the "gateway" entrance to the City of Manhattan. It's also in the unincorporated area of Riley County. The 3 different photos of "Property No. #3"

Attachment: Exhibit C (13647 : Legislative Request Forms) attached to the testimony of our conferees today are the best possible evidence of another property which should be subjected to enforcement under SB 162. "Property #3" is one of the first properties any visitor to the City of Manhattan sees when entering our community.

Thank you for allowing me to testify in support of SB 162.

Sincerely,

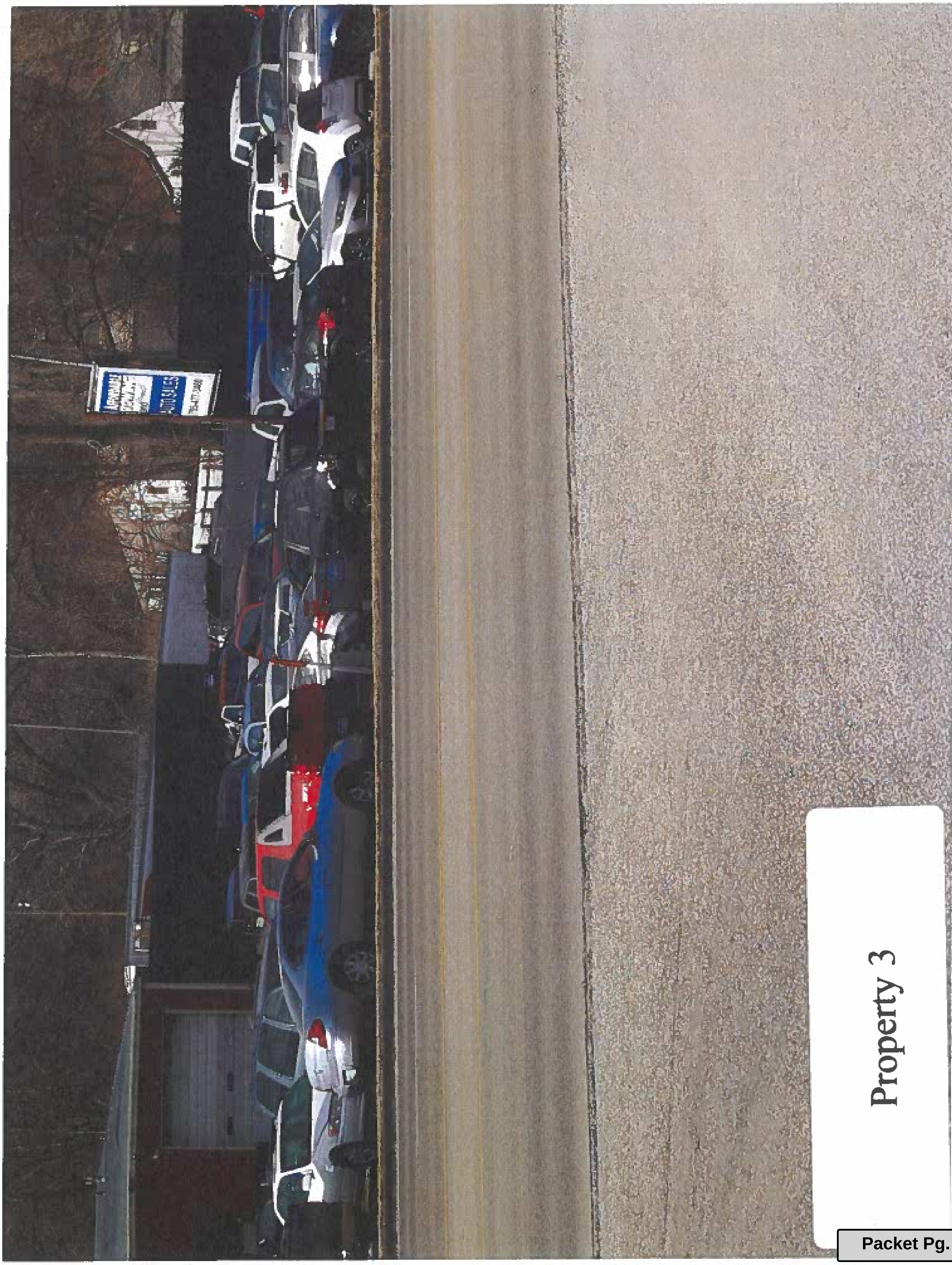
Craig D. Cox
Deputy County Counselor



Property 1

Property 2

Attachment: Exhibit C (13647 : Legislative Request Forms)



Property 3

RILEY COUNTY COUNSELOR'S OFFICE

115 N. 4th Street, 1st Floor
Manhattan, Kansas 66502
Phone: 785-565-6844
Fax: 785-565-6847
Email: choleman@rileycountyks.gov

February 14, 2023

Carolyn McGinn, Chair
Senate Local Government Committee
State Capitol, Room 142-S
Topeka, KS 66612

Re: Written and Oral Testimony in Support of SB 162

Dear Chair McGinn and Members of the Committee:

Riley County's SB 162, before you today, is identical to SB 52, the "Sedgwick County Urban Area Nuisance Abatement Act," from the 2021 legislative session. SB 52 was first amended by this committee, then subsequently passed by both chambers, and thereafter became law July 1, 2021. SB 52 now appears in current law as K.S.A. 19-26,115 et seq. That statute includes a "sunset" provision, ending it July 1, 2024. K.S.A. 19-26,120. We believe it's important you know Riley County is today asking for your support of the very same limited nuisance abatement authority which you allowed Sedgwick County in 2021. SB 162 is nothing new, except our bill's title, the county it grants nuisance abatement authority to, and SB 52's designation of Sedgwick County as an "urban area."

The legal reason why Riley County needs SB 162 is the Court of Appeals decision in *Barnes v. Board of County Commissioners of Cowley County*, 47 Kan. App. 2d 353 (2012). That case stands for the rule counties have no right to "utilize self-help to abate nuisances" because the "only statutory authority for a county to *enforce* its resolutions is K.S.A. 19-101d" (emphasis in original), The Court of Appeals then examined the text of K.S.A. 19-101d and concluded, "This statute provides no authority for self-help remedies." 47 Kan. App. 2d at 364-365. So unlike cities, counties have no statutory authority to use "self-help" to clean up the type of nuisance properties you see today in the 9 distinct photographs before you as "Property #1," "Property #2" and "Property #3." SB 162 provides Riley County currently absent enforcement authority.

There are two powerful practical reasons why this committee should pass SB 162. As described above, SB 162 mirrors identical legislation you passed in 2021 for Sedgwick County. SB 162 includes the same 3-year "sunset" provision. Common sense tells us this "sunset" gives you an opportunity to evaluate whether Riley County uses this new authority in a fair and responsible manner. Second, by designating Riley County an "urban area" under Article 2, Section 17 of the Kansas Constitution, enactment of SB 162 will place Riley County under "uniform" legislation. This means Riley County will be unable to "charter out" from and change any of SB 162's text. You will know exactly what limitations exist on Riley County's statutory authority for "self-help" on our nuisance properties the entire time you leave our authority in place.

I am confident Riley County's conduct will justify your trust in us.

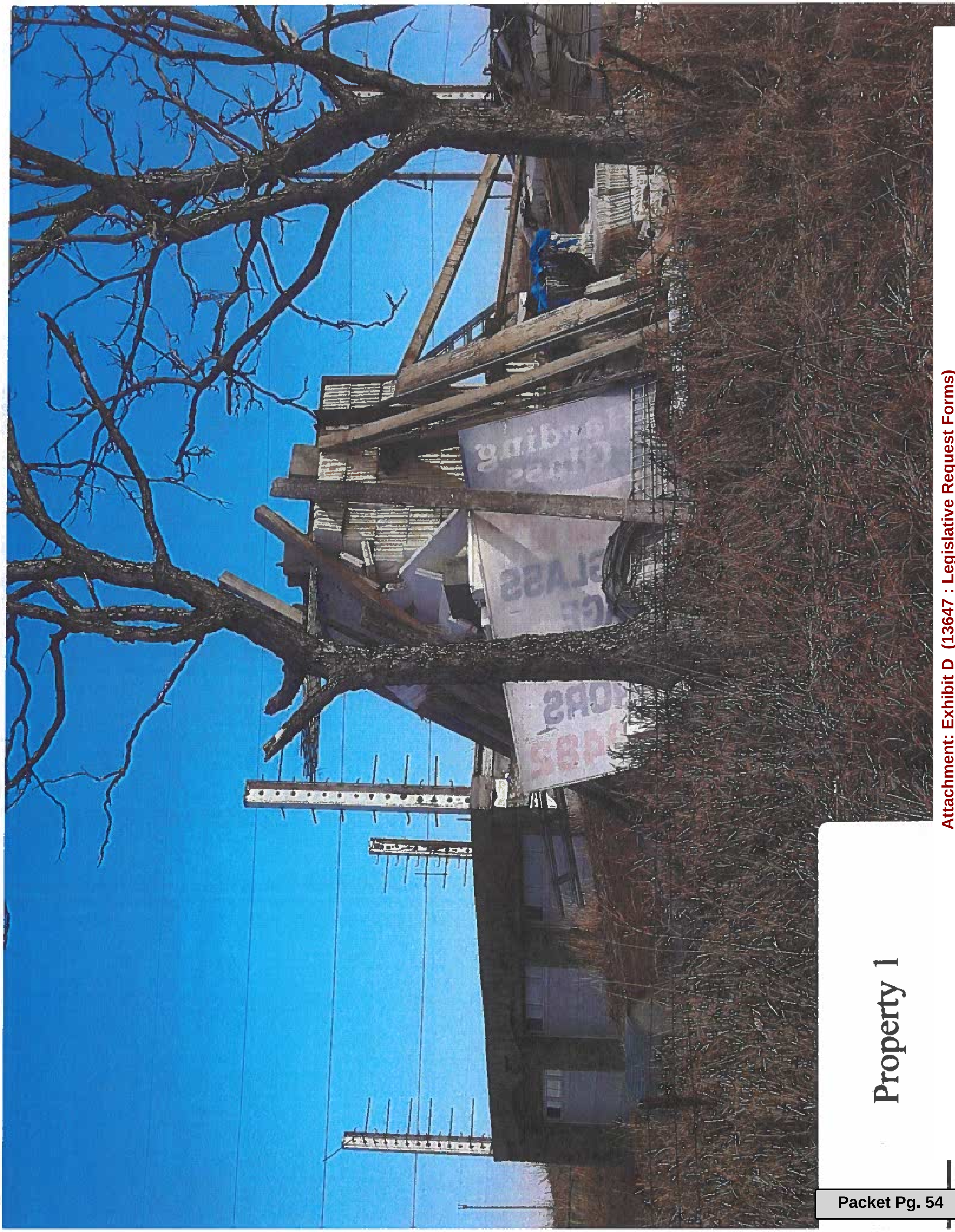
Thank you for allowing me to testify in support of SB 162.

Sincerely,

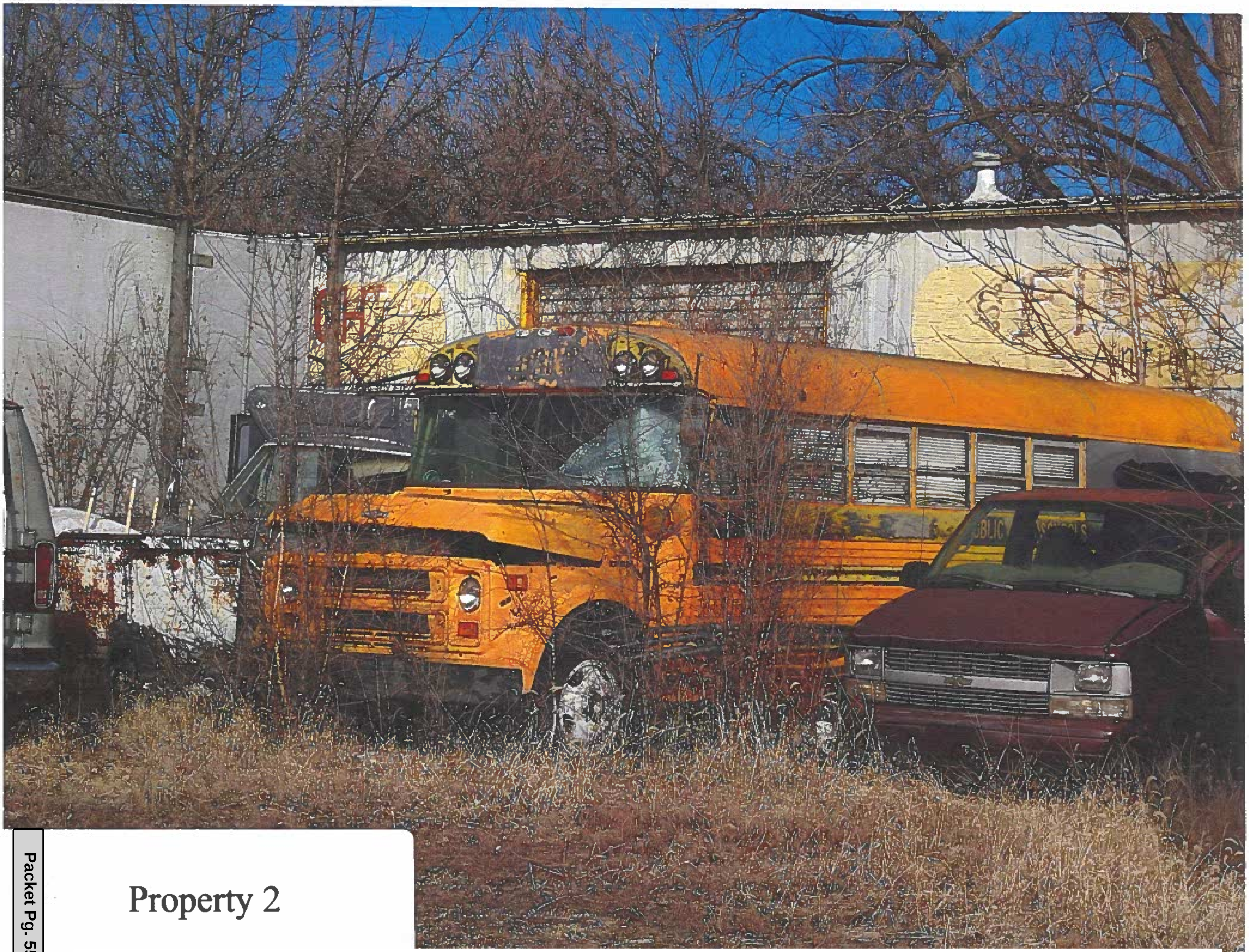
Clancy Holeman

Clancy Holeman
Riley County Counselor

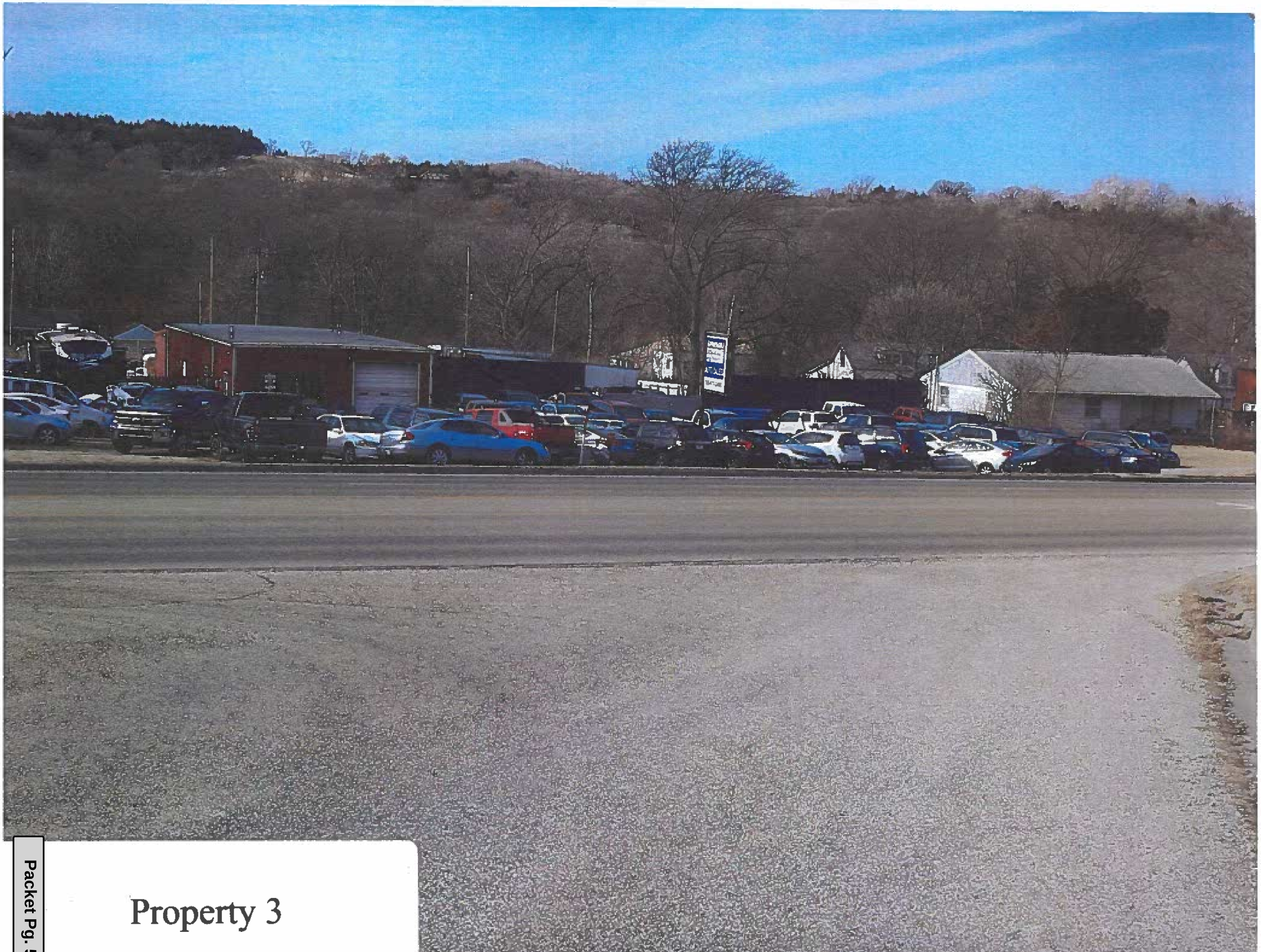
EXHIBIT D



Property 1



Property 2



Property 3

Attachment: Exhibit D (13647 : Legislative Request Forms)

KANSAS ASSOCIATION OF COUNTIES

Legislative Request Form | 2024 Legislative Session

Instructions: Three entities are eligible to submit a policy request. They are: (1) a member county, (2) a KAC affiliate organization, or (3) a KAC associate organization. Any county official submitting a request must have support from the official's respective county or affiliate/associate organization before submission. It is preferred that all requests also include a prior discussion with a Kansas legislator before submission. Please submit requests typed on this form. Do not submit handwritten forms. Deadline for submitting this request form: **Friday, August 11, 2023**.

1. Contact Information

Name:	Clancy Holeman
Title:	County Counselor
Entity:	Riley County
Telephone:	785-565-6844
Email:	choleman@rileycountyks.gov

2. Describe the legislative issue.

   Restarting state appropriations to county and city governments under the existing statutory scheme—LAVTR ("Local Ad Valorem Tax Reduction").

3. Describe any history on the issue.

   Many years ago, the legislature ended its former annual appropriations to the still-in-place LAVTR statute.

4. Why does the issue need legislative resolution?

   Under the existing statutory framework, only the legislature can begin these appropriations again.

5. Who will support the legislation? Who will oppose it?

   Any county will support this, if it has seen the LKM's most recent update of the huge dollar losses to cities and counties caused by the legislature's decision to end this annual appropriation. Presumably, there are some unknown total number of legislators in either chamber who will not be interested in re-starting this appropriation. It has become the stuff of legend that cities and/or counties did not use these past appropriations to reduce their local property taxes.

ATTACHMENT 2

6. Do other counties support or oppose the legislation? Why or why not?

   There are some counties who believe the legislature will, someday, re-start these appropriations of its own accord.

7. Does this issue or problem have statewide effects and why?

   The statute was generated as a means of allowing local governments to help keep their operational need for property tax funding reduced.

8. Has this legislation had previous introductions at the Legislature? If so, when?

   This concept has been "in play" at the state level recently. It did not survive actions in the conference committees.

9. Which legislator did you approach and what was the response? Who will champion this bill during the legislative session?

   We believe the Riley County delegation will support this concept.

10. When (specific date) did your county, affiliate, or associate approve this proposal?

    The Board of Riley County Commissioners approved this proposal during its public meeting of August 10, 2023.

11. Will you be present at the KAC Annual Conference during the legislative policy discussion to advocate for, and answer questions relating to, this legislation?

    Yes.

12. Attach any helpful documentation.

    Please refer to the widely circulated update to LAVTR losses published by the LKM.

PLEASE ANSWER ALL QUESTIONS TO ENSURE THAT THE COMMITTEE GIVES THOROUGH CONSIDERATION OF YOUR REQUEST

Please return to: Jay Hall, KAC Deputy Director and General Counsel

hall@kansascounties.org

Kansas Association of Counties, 715 SW 10th Avenue, Topeka, Kansas 66612

Deadline for Submission: August 11, 2023

Shelly Williams
Community Corrections
Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

COMMUNITY CORRECTIONS
Personnel

COMMISSION AGENDA REPORT

FROM: **Shelly Williams, Riley County Community Corrections Director**

MEETING: **August 10, 2023**

SUBJECT: **Request to Fill On-call Juvenile Intake Officers**

PRESENTER: **Sandi Harper, Riley County Community Corrections ISO II/Supervisor**

BACKGROUND

A roster of on-call Juvenile Intake & Assessment Services Officers rotate covering night intakes (typically) from Monday's at 5:00pm to the following Monday at 8:00am, covering 5:00pm-8:00am Monday-Friday, and 24 hours per day on Saturday and Sunday. An on-call calendar is published every month and is based on On-Call Officer's availability to cover evening and weekend shifts.

DISCUSSION

After hours On-Call Officers are contacted through a night on-call telephone provided by Community Corrections that is leased through the RCPD. 100% of night intakes are conducted at a law enforcement center, either in Riley or Clay County.

Ideally it is good to have six to eight On-Call Officers so they do not get burnt out, as it is not uncommon for staff to get called out 2 to 3 nights in a seven day time period. We currently have 4 On-Call Officers. Since we had to eliminate a supervisor position a few years back due to flat and reduced funding, I share being on-call with Adult Services Supervisor Sandi Harper.

An On-Call Officer responds to law enforcement for any situation involving a child-in-need-of-care or juvenile offender. Not only do On-Call Officers conduct the required assessments, they also assess placements, make placement recommendations and facilitate placements.

We hold monthly meetings with On-Call Officers over the lunch hour and cover any updates to standards, policies or practices that have been made.

Per Kansas Department of Corrections, the applicant shall at a minimum meet the following requirements for employment:

Be twenty-one (21) years of age or older
Be qualified for access to any Kansas Criminal Justice Information System (KCJIS) data
Not be registered on the Kansas child abuse registry
Not be registered on the Kansas adult abuse registry, and
Possess a valid driver's license

Additionally, a name-based criminal record check must be completed prior to initial employment,
annually for the duration of employment, and whenever there is reasonable belief that an employee's criminal history status has changed. A fingerprint-based records check is to be completed within the first 30 days of employment. A conditional offer of employment can be made to a new applicant pending the results of criminal record checks.

FISCAL IMPACT

The 2023 approved budget included 650 hours for on-call juvenile intake officers. As of Aug 4 we have used 220 of those hours.

Riley County approved $15,084 for daily on-call fees which includes week nights, weekends and holidays, and $12,343 (hourly + benefits) for estimated 650 call out hours, down 200 hours from last year. The total amount budgeted for JIAS on-call is $27,427.

RECOMMENDATION(S)

Allow RCCC to advertise to add additional JIAS On-Call Officers to our on-call roster.

POSSIBLE MOTION(S)

Move to approve authorizing RCCC to advertise and hire additional JIAS On-Call Officers to on-call roster.
Move to deny
Move to modify
Move to table
No action required.
The Board agreed by consensus to…

Enclosures:

- On-Call Juvenile Intake Officer Position Description (PDF)
- On-Call Juvenile Intake & Assessment Officer PAF (DOCX)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	**On-Call Juvenile Intake & Assessment Officer**		
Department:	Community Corrections	**Division:**	Intake
Reports To:	Director or their designee		
Pay Range:	**1**	**Status:**	As Needed
FLSA Status:	Non-Exempt		

POSITION SUMMARY: The As-Needed, On-Call Juvenile Intake and Assessment Officer conducts intake and assessment on children-in-need-of-care (CINC), status offenders (SO) or juvenile offenders (JO) in custody by law enforcement, and coordinates emergency placement such as relative placements, foster care, emergency shelter, attendant care or detention placements on evenings, weekends and holidays. The assessment interview includes an in-depth face-to-face interview with children and youth.

ESSENTIAL FUNCTIONS:

- Assist law enforcement officers in screening, assessment, placement, and release of children-in-need-of-care, status offenders and juvenile offenders in custody by law enforcement from 5:00pm to 6:00am Monday through Friday, and 24 hours a day on weekends and county holidays. On-Call Officers shall respond to law enforcement by phone within ten (10) minutes of notification and physically within thirty (30) minutes.

- Determine ability of child/youth's participation in interview process by considering age, impairment due to the usage of drugs and/or alcohol, cognitive challenges, and current emotional state due to traumatic events.

- If a youth is exhibiting signs of active trauma and the JIAS worker's attempts are not adequate to provide support and relief, the JIAS worker should follow local policy and procedure for obtaining additional mental health guidance and support.

- Appropriately assess potential placements, taking into consideration the least restrictive placement, considering the safety of the child/youth, safety of the community and available community resources.

- Determine if the child or youth can be returned home or if placement is appropriate pending a subsequent court hearing.

- Administer and score the Kansas Detention Risk Assessment Instrument to determine the eligibility of detention placements. Assess whether or not an override of the detention instrument decision is necessary and request such override of the Director of JIAS.

- Administer and score the MAYSI-II, and further administer MAYSI-II Secondary Screening Instruments used to identify the needs of the youth. If youth score at or above the caution cut-off on any subscale, determine the need for further recommendations and referral of the youth for mental health assessment.

- Based on the results of the intake and assessment screenings, refer for services to local program providers for assistance and/or support for the youth and/or family.

- Conditionally release a child-in-need-of-care or a juvenile offender who is subject to requirements or conditions imposed on the youth and/or family members to be completed prior to Court action.
- Preparation, completion and submission of applicable state-mandated forms.
- Provide crisis intervention services and serve as a resource broker.
- Maintain a working knowledge of the Kansas Juvenile Justice Code, Kansas Child-in-Need of-Care-Code and Riley County Community Corrections policies and procedures.

POSITION REQUIREMENTS:

Education: This position requires a High School Diploma or General Educational Development GED equivalent, at a minimum. Two (2) years of college coursework in human services or other related field preferred

License(s)/Certificate(s): Must be twenty-one (21) years of age or older, possess a valid driver's license, be qualified for access to any KS Criminal Justice Information System (KCJIS) and not be registered on the Kansas adult or child abuse registry.

Experience: One (1) year of experience working with juveniles and families is preferred. This position requires knowledge of RCCC Policies and Procedures, applicable KDOC JIA Standards, the CINC Code, and the Kansas Juvenile Justice Code. It requires knowledge of the juvenile justice system, effective oral and writing skills and counseling skills when appropriate.

Skills: Ability to work with diverse populations in difficult situations.

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

Submitted by Michelle Williams on 08/07/2023 at 01:32 PM

Internal Position Details (not displayed on job posting)

Company
Riley County, KS

Position Template
On-Call Juvenile Intake & Assessment Officer [OC Juvenile]

Work Location
County Commission (CPE)

Job ID
1861004

Salary
$17.52

Supervisor Position
No

Pay Grade
RANGE 1 [RANGE 1]

EEO Class
Administrative Support Workers [5]

Workers Compensation
7720 [7720]

Cost Center 1
Community Corrections [144]

Cost Center 2
CommCorr-Juvenile Services [501]

Cost Center 3
--

1 Job Slot
ON-CALL-1

Supervisor: Sandi Wikoff-Harper

Department Head: Shelly Williams

☒No changes to Position or Budget

☒Position Description attached

Total annual hours: 650

☒Budgeted

☐New or updated position description

☐New request for budget (details attached)

Salary: $11,388.00

Budget for Benefits: $4,498.26

Total proposed annual budget: $15,886.26

Additional Position Comments: ______________________________

BoCC Chairwoman ______________________ Date: ______________

BoCC Member ______________________ Date: ______________

BoCC Member ______________________ Date: ______________

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

COUNTY TREASURER'S OFFICE
Staff Update

STAFF REPORT

FROM: **Shilo Heger**

MEETING: **August 10, 2023**

SUBJECT: **July 2023 Revenue Reporting - Riley County Treasurer**

PRESENTER: **Shilo Heger**

Enclosures:
- July 2023 Financials (PDF)

Riley County Balance Sheet
July 31, 2023

Assets	
KS State Bank-Checking	56,232,554.99
KS State Bank-ARP	14,024,779.72
Riley State Bank	137,107.08
Leonardville State Bank	5,000.00
Sunflower Bank	0.00
Cash on Hand	69,946.92
CD/CDARS	11,063,164.43
TOTAL ASSETS	**$ 81,532,553.14**

Liabilities/Fund Balances			
County General			25,633,167.90
Disaster Fund (ARPA Funds)			14,024,305.64
Health Department			1,499,063.84
Capital Improvements Fund			14,614,626.28
Economic Development			340,411.35
RCPD Levy/Inmate Medical			1,142,492.72
Bond & Interest			549,472.35
Road & Bridge Capital Projects			6,948,973.69
Road & Bridge .20 Sales Tax			1,038,281.65
Landfill Closure			51,722.30
County Building			223,613.51
County Auction			307,534.45
Solid Waste			646,559.80
Emergency Management			772,778.66
Fire District #1			1,058,238.94
Register of Deeds Tech Fund			153,600.73
Clerk Tech Fund			159,723.78
Treasurer Tech Fund			105,162.68
Motor Vehicle Operations			226,877.53
RCPD Ops/IT Reserve/Seizure			3,630,172.55
District Court-Technology			163,514.38
Court Services			3,475.00
EMS Grants			6,610.91
Museum Bequest			6,582.25
War Memorial Fund			10,610.07
KS Opioid Settlement			118,118.02
LATCF Funds			50,000.00
Miscellaneous			42,846.40
Community Corrections			511,283.92
JJA Prevention	Teen Court	Adult Services	
Juvenile Intake Case Manager	Juvenile Service	Special Alcohol	
County Attorney			5,333.73
Special Prosecutor Trust	PATF		
Benefit Districts			1,019,878.13
University Park	Moehlman Bottoms	Deep Creek	
Carson Sewer	Valleywood	Lakeside Heights	
Hunters Island	Terra Heights	Konza	
Mertz/McGehee Drainage			
Funds to be Distributed			236,033.25
City Funds	Wildlife & Parks	School Funds	
Township Funds	Special Assessments	State Funds	
Cemetery Funds			
Tax Holding Funds			6,231,486.73
Commercial Vehicle Fees	16/20M Truck Taxes	Advance Tax	
Recreational Vehicle Tax	Current Ad Valorem Tax	Sales Tax Coll	
Motor Vehicle Tax	Delinquent PP Tax	Driver's License	
Motor Vehicle Registrations	Delinquent RL Tax	Veh Rental Excise	
TOTAL LIABILITIES & FUND BAL			**81,532,553.14**

Investments and Interest
July 31, 2023
Investments & Year to Date Interest

Bank	CDs	Checking Savings	Year to Date Interest	2022 Interest
KS State Bank	$0.00	$70,257,334.71	$1,878,363.31	
Riley State Bank	$1,800,000.00	$137,107.08	$370.78	
Peoples State Bank	$0.00	$5,000.00	$35.70	
Sunflower	$0.00	$0.00	$0.00	
UMB	$1,700,000.00	$0.00	$0.00	
Landmark National Bank	$0.00	$0.00	$0.00	
Intrust	$5,000,000.00	$0.00	$0.00	
Capitol Federal	$1,000,000.00	$0.00	$0.00	
Community 1st National Bank	$0.00	$0.00	$0.00	
United Bank	$0.00	$0.00	$0.00	
Municipal Investment Pool	$0.00	$0.00	$27,911.07	
Commerce Bank	$1,563,164.43	$0.00	$54,409.55	
Central National Bank	$0.00	$0.00	$0.00	
Total	**$11,063,164.43**	**$70,399,441.79**	**$1,961,090.41**	**$866,534.32**
Cash & Transfer items	$69,946.92			
Total on Deposit	**$81,532,553.14**			

	2023	**2022**
Interest Transfers		
Capital Improvements #145	$346,338.58	$97,892.50
Emergency 911 #148	$24,362.41	$8,038.12
Reg of Deeds Technology #106	$5,733.30	$1,853.76
Clerk Technology #107	$5,198.26	$1,420.31
Treasurer Technology #108	$3,350.06	$885.32
RCPD Seizure Funds	$11,079.31	$2,912.10
Total Transfers	$396,061.92	$113,002.11
Net Interest to County General	**$1,565,028.49**	**$753,532.21**
Less Interest Paid for Treasury Bond	**$0.00**	**-$2,633.40**
Net Interest Earned	**$1,565,028.49**	**$750,898.81**
Budget	**$ 100,000.00**	**$25,000.00**
% Collected	1565.03%	3014.13%
Interest - ARPA Fund	**$387,445.53**	**$888.53**

Interest rate on active checking account	5.21%
Interest rate on one year investments	5.35%

General Fund Revenue Detail
Through July 31, 2023

	July		Year To Date		
	Actual	Budget	Actual	Budget	Variance
Motor Vehicle					
Motor Vehicle	0.00	0.00	1,054,309.22	1,077,895.00	-23,585.78
Vehicle Rental Excise	0.00	0.00	21,267.30	10,578.00	10,689.30
Recreational Vehicle	0.00	0.00	9,600.57	9,623.00	-22.43
Commercial Vehicles	0.00	0.00	77,619.59	80,380.00	-2,760.41
Ad Valorem					
RL/Oil/PP	0.00	0.00	23,989,978.58	24,029,886.00	-39,907.42
Intangible	0.00	0.00	249,014.67	189,235.00	59,779.67
16/20 M Trucks	0.00	0.00	12,855.73	16,268.00	-3,412.27
Watercraft	0.00	0.00	10,811.67	7,453.00	3,358.67
Delinquent Tax	0.00	0.00	214,460.57	0.00	214,460.57
Sales Tax	182,832.23	150,000.00	1,301,652.89	1,050,000.00	251,652.89
Payment In Lieu of Tax	0.00	20,000.00	42,953.00	20,000.00	22,953.00
City/County Highway	261,458.83	276,252.75	772,995.08	828,758.25	-55,763.17
Interest/Penalties	17,797.27	25,000.00	188,914.43	175,000.00	13,914.43
Investment Interest	133,157.73	8,333.33	1,565,028.49	58,333.33	1,506,695.16
Recording Fees	40,263.00	25,000.00	212,489.00	175,000.00	37,489.00
Hertiage Trust Fund	2,972.00	2,083.33	15,710.00	14,583.33	1,126.67
Juvenile Supervision Fees	45.88	41.67	113.15	291.67	-178.52
Diversion Fees	9,209.48	4,666.67	30,315.08	32,666.67	-2,351.59
Franchise Fees	6,110.49	8,750.00	19,264.42	26,250.00	-6,985.58
Miscellaneous	0.00	0.00	135.72	0.00	135.72
Departments					
Clerk	61.98	250.00	490.73	1,750.00	-1,259.27
Register of Deeds	2,558.70	2,083.33	25,077.50	14,583.33	10,494.17
Treasurer	231.78	666.67	2,360.27	4,666.67	-2,306.40
Clerk of the District Court	2,559.51	3,750.00	25,641.87	26,250.00	-608.13
Emergency Management	0.00	375.00	86,517.30	2,625.00	83,892.30
Coroner	0.00	0.00	4,193.60	0.00	4,193.60
Fair	5,950.50	1,666.67	21,097.00	11,666.67	9,430.33
Museum	0.00	0.00	0.00	0.00	0.00
Election	104.57	416.67	1,844.22	2,916.67	-1,072.45
Ambulance/EMS	144,362.81	110,430.42	1,083,880.10	773,012.92	310,867.18
Appraiser	82.50	1,416.67	4,889.16	9,916.67	-5,027.51
Planning & Development	3,000.00	3,166.67	23,089.00	22,166.67	922.33
Information Systems	3.00	0.00	24,883.78	0.00	24,883.78
General-General	60,585.40	0.00	104,463.31	0.00	104,463.31
Public Works	33,139.04	40,000.00	216,084.15	280,000.00	-63,915.85
Noxious Weed	18,640.10	10,000.00	78,232.83	70,000.00	8,232.83
Total Before Transfers	**925,126.80**	**694,349.83**	**31,492,233.98**	**29,021,755.83**	**2,470,478.15**
Transfers In	0.00	0.00	21,830.86	0.00	0.00
Total After Transfers	**925,126.80**	**694,349.83**	**31,514,064.84**	**29,021,755.83**	**2,492,309.01**
Over/Under Budget Before Transfers	**33.24%**		**8.51%**		
Over/Under Budget After Transfers	**33.24%**		**8.59%**		

Prepared by Shilo Heger
08/01/2023

Attachment: July 2023 Financials (13633 : July Treasurer's Report-2023)

2023 General Fund Revenue
Year To Date

	July		Year To Date		
	Actual	Budget	Actual	Budget	% of Budget Collected
Motor Vehicle					
Motor Vehicle	0.00	0.00	1,054,309.22	2,033,757.00	51.84%
Vehicle Rental Excise	0.00	0.00	21,267.30	21,156.00	100.53%
Recreational Vehicle	0.00	0.00	9,600.57	18,872.00	50.87%
Commercial Vehicles	0.00	0.00	77,619.59	80,380.00	96.57%
Ad Valorem					
RL/Oil/PP	0.00	0.00	23,989,978.58	25,294,617.00	94.84%
Intangible	0.00	0.00	249,014.67	195,087.00	127.64%
16/20 M Trucks	0.00	0.00	12,855.73	16,770.00	76.66%
Watercraft	0.00	0.00	10,811.67	7,683.00	140.72%
Delinquent Tax	0.00	0.00	214,460.57	0.00	0.00%
Sales Tax	182,832.23	150,000.00	1,301,652.89	1,800,000.00	72.31%
Payment In Lieu of Tax	0.00	20,000.00	42,953.00	40,000.00	107.38%
City/County Highway	261,458.83	276,252.75	772,995.08	1,105,011.00	69.95%
Interest/Penalties	17,797.27	25,000.00	188,914.43	300,000.00	62.97%
Investment Interest	133,157.73	8,333.33	1,565,028.49	100,000.00	1565.03%
Recording Fees	40,263.00	25,000.00	212,489.00	300,000.00	70.83%
Hertiage Trust Fund	2,972.00	2,083.33	15,710.00	25,000.00	0.00%
Juvenile Supervision Fees	45.88	41.67	113.15	500.00	22.63%
Diversion Fees	9,209.48	4,666.67	30,315.08	56,000.00	54.13%
Franchise Fees	6,110.49	8,750.00	19,264.42	35,000.00	55.04%
Miscellaneous	0.00	0.00	135.72	0.00	0.00%
Departments					
Clerk	61.98	250.00	490.73	3,000.00	16.36%
Register of Deeds	2,558.70	2,083.33	25,077.50	25,000.00	100.31%
Treasurer	231.78	666.67	2,360.27	8,000.00	29.50%
Clerk of the District Court	2,559.51	3,750.00	25,641.87	45,000.00	56.98%
Emergency Management	0.00	375.00	86,517.30	4,500.00	0.00%
Coroner	0.00	0.00	4,193.60	0.00	0.00%
Fair	5,950.50	1,666.67	21,097.00	20,000.00	105.49%
Museum	0.00	0.00	0.00	0.00	0.00%
Election	104.57	416.67	1,844.22	5,000.00	36.88%
Ambulance/EMS	144,362.81	110,430.42	1,083,880.10	1,325,165.00	81.79%
Appraiser	82.50	1,416.67	4,889.16	17,000.00	28.76%
Planning & Development	3,000.00	3,166.67	23,089.00	38,000.00	60.76%
Information Systems	3.00	0.00	24,883.78	0.00	0.00%
General-General	60,585.40	0.00	104,463.31	0.00	0.00%
Public Works	33,139.04	40,000.00	216,084.15	480,000.00	45.02%
Noxious Weed	18,640.10	10,000.00	78,232.83	120,000.00	65.19%
Total Before Transfers	**925,126.80**	**694,349.83**	**31,492,233.98**	**33,520,498.00**	**93.95%**
Transfers In	0.00	0.00	21,830.86	300,000.00	0.00%
Total After Transfers	**925,126.80**	**694,349.83**	**31,514,064.84**	**33,820,498.00**	**93.18%**
Over/Under Budget Before Transfers	**33.24%**				
Over/Under Budget After Transfers	**33.24%**				
July = 58.33% of the Budget					

Attachment: July 2023 Financials (13633 : July Treasurer's Report-2023)

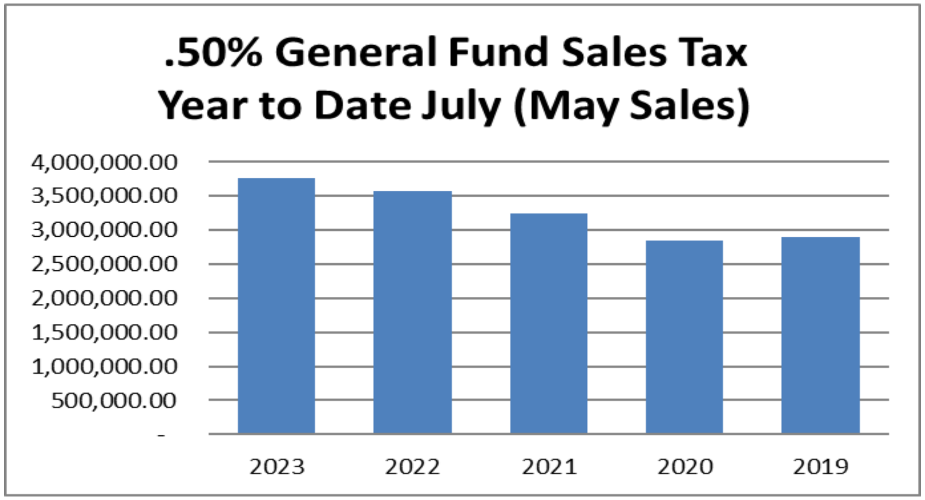
Prepared by Shilo Heger 08/01/2023

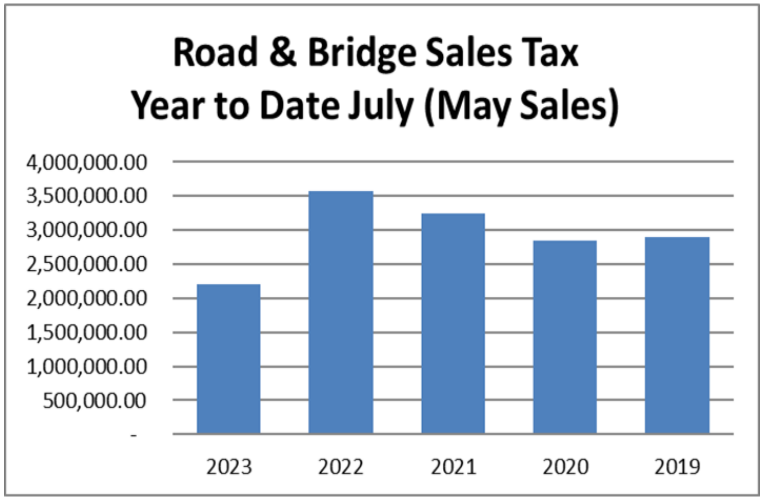
Sales Tax Received
July 31, 2023

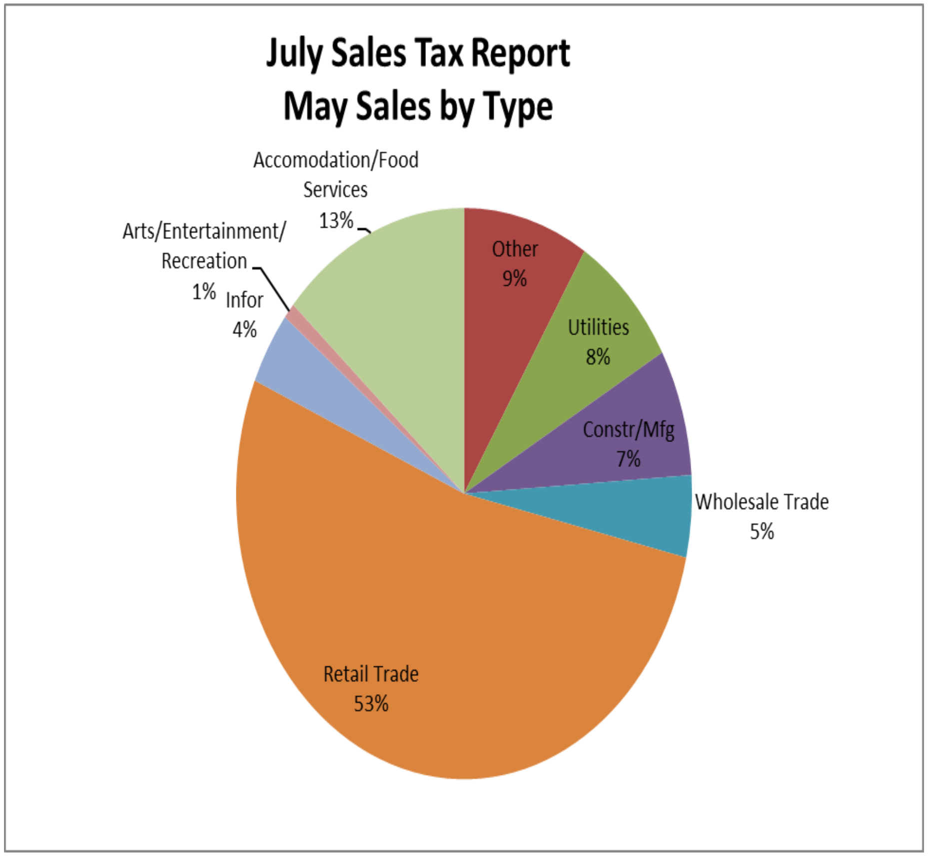
	County General			2013 R&B .50% Sales Tax	2013 R&B .50% Sales Tax	2023 R&B .20% Sales Tax				
	2022	2023	Prior Year Variance	2022	2023		Prior Year Variance	Total Collected	2023 Budget	% Over Budget
January (Nov)	176,613.72	193,878.41	9.78%	176,613.72	193,878.40	0.00	9.78%	387,756.81	300,000.00	29.25%
February (Dec)	203,380.11	211,882.26	4.18%	203,380.11	211,882.25	0.00	4.18%	423,764.51	300,000.00	41.25%
March (Jan)	164,982.21	168,813.93	2.32%	164,982.20	0.00	195,644.52	18.59%	364,458.45	300,000.00	21.49%
April (Feb)	153,999.52	170,747.53	10.88%	153,999.52	0.00	197,885.43	28.50%	368,632.96	300,000.00	22.88%
May (Mar)	191,055.04	197,338.15	3.29%	191,055.03	0.00	228,702.28	19.70%	426,040.43	300,000.00	42.01%
June (Apr)	194,557.33	176,160.38	-9.46%	194,557.33	0.00	204,158.59	4.93%	380,318.97	300,000.00	26.77%
July (May)	166,841.98	182,832.23	9.58%	166,841.98	0.00	211,890.83	27.00%	394,723.06	300,000.00	31.57%
August (June)	188,561.83		-100.00%	188,561.83	0.00		-100.00%	0.00	300,000.00	-100.00%
September (July)	227,154.27		-100.00%	227,154.26	0.00		-100.00%	0.00	300,000.00	-100.00%
October (Aug)	146,657.85		-100.00%	146,657.84	0.00		-100.00%	0.00	300,000.00	-100.00%
November (Sept)	215,216.37		-100.00%	215,216.36	0.00		-100.00%	0.00	300,000.00	-100.00%
December (Oct)	194,581.96		-100.00%	194,581.95	0.00		-100.00%	0.00	300,000.00	-100.00%
Year to Date	**$2,223,602.19**	**$1,301,652.89**		**$2,223,602.13**	**$405,760.65**	**$1,038,281.65**	**-41.46%**	**$2,745,695.19**	**$3,600,000.00**	**-23.73%**

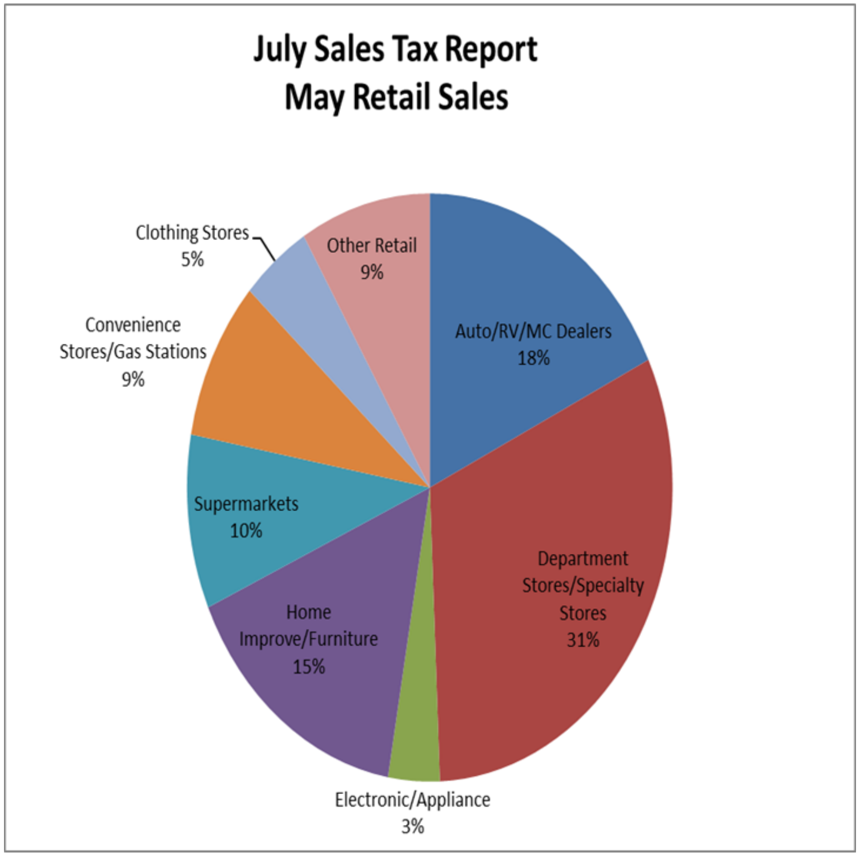
	2022	2023
Sales Tax Collected	**$4,447,204.32**	**$2,745,695.19**
Budget	**$3,400,000.00**	**$3,600,000.00**
% of Budget Collected	**130.80%**	**76.27%**
% Over Budget	**30.80%**	**17.94%**

Prepared by Shilo Heger 08/01/2023









Prepared by Shilo Heger 08/01/2023

July 2023 (May Sales)

			State Treasurer
Sales Tax			
Leonardville	429,219.21	0.003611	1,549.93
Ogden	429,219.21	0.015657	6,720.37
Randolph	429,219.21	0.001305	560.32
Riley	429,219.21	0.009689	4,158.91
Manhattan	429,219.21	0.624109	267,879.68
County	429,219.21	0.345628	148,350.00
		0.999999	429,219.21
Use Tax			
Leonardville	99,767.01	0.003611	360.26
Ogden	99,767.01	0.015657	1,562.07
Randolph	99,767.01	0.001305	130.24
Riley	99,767.01	0.009689	966.70
Manhattan	99,767.01	0.624109	62,265.51
County	99,767.01	0.345628	34,482.23
		0.999999	99,767.01
.50 Sales Tax			**528,986.22**
		.20 Sales Tax	**211,890.83**
		Total Sales Tax	**740,877.05**

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

PUBLIC WORKS
Contract

COMMISSION AGENDA REPORT

FROM: **Evan McMillan, Assistant County Engineer**

MEETING: **August 10, 2023**

SUBJECT: **Agreement with Terracon for University Park Geotechnical Engineering**

PRESENTER: **Evan McMillan, Assistant County Engineer**

BACKGROUND

The University Park Benefit District treatment facility is being replaced in order to comply with the EPA Consent Order and meet permitting requirements. A non-discharging lagoon was selected as the best option for replacing the existing mechanical facility.

Two potential locations have been selected for the new lagoon, which are located just West of the district's water tower. Before moving forward with design and sizing of the lagoon, a soil study must be performed to determine the subsurface present in the area. Terracon will be performing 11 soil borings at locations determined by the consulting firm, SMH. Laboratory testing and a geotechnical report will be included in the work performed by Terracon. All field work is expected to be completed within 3 to 5 weeks of the notice to proceed, and reporting completed shortly thereafter.

DISCUSSION

In order to properly size the non-discharging lagoon, percolation rates of the soil must be determined. Once the size of the lagoon is decided, we will work to meet the separation distances required and, pending results of the soil study, move forward with the design and construction of the facility.

RECOMMENDATION(S)

Staff recommends approval of the contract with Terracon to perform the geotechnical study for a base fee of $11,850.00.

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:

- Terracon Agreement (PDF)

Terracon

1120 Hostetler Drive
Manhattan, Kansas 66502
P (785) 539-9099
Terracon.com

July 13, 2023

Riley County Board of County Commissioners
c/o SMH Consultants, Inc.
2017 Vanesta Pl.
Manhattan, Kansas

Attn: Mr. Todd Anderson
P: (785) 776-5041
E: tanderson@smhconsultants.com

RE: Proposal for Geotechnical Engineering Services
University Park Lagoons
Near Redbud Dr. and Lakeview Dr.
Manhattan, Kansas
Terracon Proposal No. PC6235036

Dear Mr. Anderson:

We appreciate the opportunity to submit this proposal to Riley County Board of County Commissioners (Client) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Terracon will perform the Scope of Services described in this proposal for a lump sum fee of $11,850. Exhibit C includes details of our fees, consideration of additional services, and a general breakdown of our anticipated schedule.

To authorize Terracon to proceed in accordance with this proposal, please sign and return a copy of the attached Agreement for Services via email to **Michael.Snapp@terracon.com**.

Sincerely,
Terracon

Michael A. Snapp, PE
Geotechnical Engineer

Jamie M. Klein, PE
Senior Associate

Reference Number: PC6235036

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Riley County Board of County Commisioners ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the University Park Lagoons project ("Project"), as described in Consultant's Proposal dated 07/13/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

Terracon

Reference Number: PC6235036

10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.

14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**Riley County Board of County Commisioners**
By:	Jamie M Klein Date: **7/13/2023**	By:	Date:
Name/Title:	**Jamie M. Klein, P.E. / Senior Associate**	Name/Title:	
Address:	**1120 Hostetler Dr**	Address:	
	Manhattan, KS 66502-5062		
Phone:	**(785) 539-9099** Fax: **(785) 539-4437**	Phone:	Fax:
Email:	**Jamie.Klein@terracon.com**	Email:	

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by SMH Consultants and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are noted below. We request SMH Consultants and the Client verify this information before we mobilize to perform the field exploration.

Planned Construction

Item	Description
Information Provided	Our understanding of the project is from conversations and email correspondence with SMH Consultants and provided Site Aerials with project boundaries outlined.
Project Description	The project will include the construction of a two-celled lagoon with two potential site locations. We understand the non-discharging facility will have a maximum 5-foot operating depth and maximum seepage rate of ¼ inch/day. However, we understand the seepage rate is desired to be between $^{1}/_{10}$ and $^{1}/_{4}$-inch per day.
Grading/Slopes	We anticipate between 10 to 20 feet of cuts/fills will be required to achieve final grade of the lagoon and we assume that permanent slopes will be no steeper than 3H:1V (Horizontal to Vertical).
Below-Grade Structures	We anticipate some below grade structures such as, control valves, vaults, etc. will be constructed as part of this project.

Site Location and Anticipated Conditions

Item	Description
Project Location	The project is located west of the intersection of Redbud Drive and Lakeview Drive in the University Park subdivision located about 15 miles northwest of Manhattan, Kansas. Latitude/Longitude: 39.3686, -96.7178 (approximate) See **Exhibit D – Site Location**
Existing Improvements	The general area of the project is improved with existing residential structures and streets. The immediate project site is currently an undeveloped area of the subdivision and appears that Site 2 may be utilized as a quarry/borrow source.

Item	Description
Current Ground Cover	Short grass, lightly to moderately vegetated and bare ground.
Existing Topography	Based on Google Earth we understand Site 1 slopes down from the center outward with elevations ranging from about 1,310 feet to 1,300 feet and Site 2 slopes downward from the south to the north into the quarry/borrow source from an elevation of about 1,275 feet to 1,250 feet.
Site Access	We expect the site, and all exploration locations, are accessible with our ATV-mounted or track-mounted drilling equipment.
Expected Subsurface Conditions	Based on our experience in the vicinity of this site, we anticipate the subsurface conditions likely consist of variable plasticity clay soils, underlain by relatively shallow bedrock. Due to the previous development of the site, we anticipate existing fill will also be encountered.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by SMH Consultants, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program.

Number of Borings	Planned Boring Depth (feet) [1]	Planned Location [2]
6	20 to 30	Within Site 1
5	20 to 30	Within Site 2

1. Borings will be advanced to the proposed depths unless practical auger refusal occurs at shallower depths. Upon encountering bedrock and refusal conditions, select borings will utilize rock core sampling.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment and reference existing site features to locate borings with an estimated horizontal accuracy of ±20 feet. If available, approximate ground surface elevations will be obtained by interpolation from a site specific, surveyed topographic map. In the absence of site-specific topographic information, elevations will be obtained by the drill crew using a level and grade rod and referencing an available temporary benchmark or estimated using Google Earth.

Subsurface Exploration Procedures: We will advance the borings with a track-mounted or ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions) and/or rotary wash boring techniques. Three to four samples will generally be obtained in the upper 10 feet of each boring, and samples will be obtained at depth intervals of about 5 feet thereafter. Soil sampling will be performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel sampler will be driven in accordance with standard penetration test (SPT) procedures. In addition, bulk samples will be obtained from auger cuttings within the upper 10 feet of each boring for each change of soil type. We will transport the samples to our laboratory for observation, testing, and classification.

Upon encountering bedrock, rock will be sampled using spilt-barrel sampling procedures. If refusal-to-drilling conditions are encountered, select borings will be extended into the rock by N-series rock coring procedures. Water will be used as a drilling fluid for rock coring, and the spent water will be discharged on site

Our exploration team will prepare field boring logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples. In addition, we will observe and record groundwater levels in the boreholes while auger drilling and at the completion of drilling.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property as a result of our exploration activities. However, in the normal course of our services, some disturbance (such as rutting of the ground surface and damage to landscaping) could occur.

We will backfill the borings with auger cuttings and bentonite chips after completion of drilling. Excess auger cuttings will be disposed of on the site by spreading in the vicinity of the boreholes. Because backfill material often settles below the surface after a period, the site owner should observe the boreholes periodically and backfill them, if necessary. We can provide this service or grout the boreholes for additional fees at your request. Terracon's scope of services does not include any responsibility for future maintenance or backfilling of the boreholes.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our boring logs.

Terracon will contact the Kansas one-call system to locate utilities in public easements. Location of private lines is not included in the one-call locate. The site owner should locate and mark all private utilities before we mobilize to perform the field exploration. Terracon is not responsible for damage to any utilities (public or private) incorrectly marked or not marked by others.

Site Access: Terracon must be granted access to the site by the property owner. If the client accepts this proposal, we will consider that the client has obtained authorization from the owner for Terracon to access the property and conduct the field exploration. Our proposed fees do not include negotiation and coordination of access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review the field data and assign laboratory tests. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content (55 budgeted)
- Dry unit weight (11 budgeted)
- Atterberg limits (4 budgeted)
- Unconfined compressive strength (11 budgeted)
- Standard Proctor (2 budgeted)
- Remolded falling head hydraulic conductivity (2 budgeted)

Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS). If rock samples are obtained, they will be classified using locally accepted practices for engineering purposes.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
  - Stratification based on visual soil (and rock) classification
  - Groundwater levels observed during and at the completion of drilling
- Site Location Plan and Exploration Plan
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork considerations including site preparation, fill materials, and compaction requirements
- Lagoon liner recommendations and considerations
- Lateral earth pressure parameters and drainage recommendations for below-grade walls

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning: Proposal information, schedule, and anticipated exploration plan
- Site Characterization: Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When our services are complete, we will upload a printable version of our completed report. Previous submittals, collaboration, and the report will be maintained in our system. This will allow future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task No.	Task	Lump Sum Fee[3]
1	Subsurface Exploration[1]	$6,800
2	Laboratory Testing[2]	$3,400
3	Geotechnical Report	$1,650
	Total	**$11,850**

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of $1,750 would be invoiced. A drill crew standby rate of $325 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.
3. If required, additional Proctor Tests will be billed at $160/each and Remolded Falling Head Tests will be billed at $325/each.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of damage to existing landscaping, etc. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services and fee.

If we encounter conditions that will require a revision to our scope of services or will result in higher fees, we will contact you and obtain your approval prior to initiating these services. If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.

We are available to confer with the client after submittal of our report. Consultation is beyond the scope of this proposal and would be charged at $135 per hour for a Staff or Project Engineer, $185 per hour for a Senior Engineer, and $225 per hour for a Principal or Senior Consultant.

Attachment: Terracon Agreement (13643 : University Park Geotechnical Engineering)

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule [1, 2, 3]
Project Planning	3 business days after notice to proceed
Completion of Field Program	3 to 5 weeks
Geotechnical Engineering Report	5 to 7 weeks

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.
3. The schedule for public utility locates is not controlled by Terracon. Although most statewide one-call systems are required to locate/mark public utilities within 2 business days after receipt of a locate request, it has been our experience that up to 7 business days may be required to complete these locates.

Proposal for Geotechnical Engineering Services
University Park Lagoons | Manhattan, Kansas
July 13, 2023 | Terracon Proposal No. PC6235036

Exhibit D – Site Location

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

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

PUBLIC WORKS
Agreement

COMMISSION AGENDA REPORT

FROM: **John Ellermann, PE, Public Works Director**

MEETING: **August 10, 2023**

SUBJECT: **Public Safety Headquarters - Construction Manager at Risk Agreement**

PRESENTER: **John Ellermann**

BACKGROUND

The Board of County Commissioners approved using a Construction Manager at Risk (CMAR) method of delivery for the new EMS Headquarters Station. BHS Construction was selected to serve as the CMAR. Attached is the revised CMAR Agreement along with appendices and the County's Contract Provisions for your signature.

DISCUSSION

At the July 31st meeting the Board questioned the Pre Construction fee and what happens after the August deadline. I have asked BHS to review the status of the fee and to estimate the amount needed for the remainder of the Pre Construction services. BHS has used most of the originally allotted pre construction fees and expect to use and additional $13,540. The attached agreement reflects the current fees and completion date.

The Board also questioned what happens with the agreement since we now have two projects. The contract (fees and general conditions) is based on an $11,000,000 construction project as outlined in the RFP.

FISCAL IMPACT

The CMAR agreement spells out fees for the revised Pre Construction services, Construction manager fee, general conditions and the Guaranteed Maximum Price (GMP).

The Pre Construction Fee is $28,540. An hourly rate will be charged for these services after December.

The construction manger fee is 2.5% of the GMP.
The GMP will come later as an amendment as we get closer with the final design.
General conditions is $459,025.
Costs for this project will come from funds available fro the ARPA.

RECOMMENDATION(S)

Staff recommends the Commission sign the agreement and contract provisions with BHS for the CMAR services.

POSSIBLE MOTION(S)

Move to approve the agreement for Construction Manager at Risk services with BHS Construction.

Move to deny the agreement for Construction Manager at Risk services with BHS Construction.

Move to modify the agreement for Construction Manager at Risk services with BHS Construction

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- A133-2019-Revised PreCon Final_bhssigned (PDF)
- BHS CPA Clean_bhssigned(PDF)

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the ____ day of August in the year 2023
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Riley County, Kansas
110 Courthouse Plaza
Manhattan, KS 66502

and the Construction Manager:
(Name, legal status, address, and other information)

BHS Construction Inc, Subchapter S Corporation
301 S 4th St
Suite 210
Manhattan, KS 66502
Telephone Number (785) 537-2068
Fax Number (785) 537-1624

for the following Project:
(Name, location, and detailed description)

Riley County Public Safety Headquarters
to be located on county-owned property, south of the existing Family and Child Resource Center, street address has not yet been assigned

The Architect:
(Name, legal status, address, and other information)

Archimages, Inc.
14205 W 95th Street
Lenexa, KS 66215

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
PS /

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Per Exhibit R – Riley County Public Safety Headquarters Facility CMAR RFP.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Per Exhibit R – Riley County Public Safety Headquarters Facility CMAR RFP.

Init.
PS /

§ **1.1.3** The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

The budget will be established with input from the Construction Manger during the design process.

§ **1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ **1.1.5** The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Not applicable

§ **1.1.6** The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

(Paragraph deleted)
§ **1.1.7** Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Not applicable

§ **1.1.8** The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

John Ellermann, Director of Public Works
Public Works Department
6215 Tuttle Creek Blvd
Manhattan, KS 66503

Telephone: (785) 537-6330
Email: jellermann@rileycountyks.gov

§ **1.1.9** The persons or entities, in addition to the Owner's representative, who may be required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

A building committee including the County Clerk, Director of Public Works, Emergency Management Director, and EMS/Ambulance Director.

§ **1.1.10** The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer and 3rd party inspection:

*(Paragraphs deleted)*Terracon, Inc.

§ **1.1.11** The Architect's representative:
(List name, address, and other contact information.)

Kile R. Morrison
Managing Director
Archimages, Inc.
14205 W 95th Street
Lenexa, KS 66215

Telephone: (913) 378-9533
Email: kmorrison@archimages-stl.com

§ **1.1.12** The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Patrick J. Shutter
BHS Construction, Inc.
301 S 4th St #210
Manhattan, KS 66502

Telephone: (785) 537-2068
Email: Pschutter@bhsconstruction.net

§ **1.1.13** The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Construction Manager's primary point of contact, Project Manager, and lead estimator: Andrew Gerth (Project Manager, Adam Crowl (Lead Estimator).

Pricing will be provided at design phases following SD, DD, & CD documents.

§ **1.1.14** The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Open and transparent bidding in which the Owner has the opportunity to review provide input on bids received. If the Construction Manager wishes to bid any scope, they will provide a sealed bid at least 24-hours in advance of bid day to the Architect.

§ **1.1.15** Other Initial Information on which this Agreement is based:

Init.
PS /

Per Exhibit R, Riley County Public Safety Headquarters Facility CMAR RFP.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, within 14 days, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation
§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

(Paragraph deleted)
§ 3.1.4 Project Schedule
When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction
The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates
§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

(Paragraph deleted)

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Per Exhibit G – General Conditions Cost Responsibility Matrix

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

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§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase
§ 3.3.1 General
§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration
§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report
The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs
The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control
The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES
§ 4.1 Information and Services Required of the Owner
§ 4.1.1 The Owner shall provide information within 14 days of written request from Construction Manager, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner increases by five percent (5%) or decreases by ten perecent (10%), or more, the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services within 14 days after receiving the Construction Manager's written request for such information or services. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work within 14 days after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

(Paragraph deleted)

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly within 14 days, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Preconstruction services will be billed as a Lump Sum of $28540.00. If preconstruction services are required beyond December 31, 2023, this amount will be adjusted by mutual agreement between the Parties using the rates listed in 5.1.2.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
Project Executive	$140.00
Preconstruction Manager	$125.00
Cost Estimator	$92.00

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions,

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assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eight (8) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments
§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

8 % Eight percent per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 6.1 Contract Sum
§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

2.5% of the Guaranteed Maximum Price as indicated at the signing of the A133 2019 Exhibit A.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Lump sum fee shall decrease if the overall project cost decreases more than 10% and then will start adjusting by the rate of fee in Section 6.1.2. If the cost of the project increases by more than 5% then the fee will adjust up by the fee listed in 6.1.2.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Ten percent (10%)

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

$500 per calendar day. Liquidated damages will not be charged if substantial completion is not achieved due to supply chain delays, COVID 19 delays and/or alternates accepted after the contract date.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

100% of savings from the Guaranteed Maximum Price will revert back to the Owner.

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the

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Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work
§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE
§ 7.1 Costs to Be Reimbursed
§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs
§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

General Conditions to be charged at a Lump Sum of $459,025 as identified in Exhibit G – General Conditions Cost Responsibility Matrix.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs
§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ **7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ **7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ **7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ **7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ **7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ **7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ **7.6.7** Costs of document reproductions and delivery charges.

§ **7.6.8** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ **7.6.9** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ **7.6.10** Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ **7.6.11** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ **7.7.1** Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ **7.7.2** Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ **7.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ **7.7.4** The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

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§ 7.8 Related Party Transactions
§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

7.8.2.1 S&S Contracting is owned by the brother of the Construction Manager's president. They are a subcontractor and used for hired labor from time to time. Their cost of labor would be at or less than what BHS charges per Exhibit L – Labor Rates.

§ 7.9 Costs Not To Be Reimbursed
§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
.3 Expenses of the Construction Manager's principal office and offices other than the site office;
.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Applications for Payment shall be submitted for review on or before the fifth of every month with payment due within 25 calendar days.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fourty-five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

User Notes:

§ **11.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ **11.1.5.1** The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ **11.1.5.2** The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ **11.1.5.3** When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ **11.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ **11.1.7** In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ **11.1.7.1** The amount of each progress payment shall first include:

- **.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- **.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- **.4** The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ **11.1.7.2** The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- **.5** The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- **.6** Retainage withheld pursuant to Section 11.1.8.

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§ **11.1.8 Retainage**
§ **11.1.8.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ **11.1.8.1.1** The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Bonds and Builders Risk Insurance

§ **11.1.8.2** Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

No modification of retainage prior to Substantial Completion of the Work.

§ **11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

After Substantial Completion, the amount of retainage for all completed portions of the Work will be reduced to two- and one-half percent (2 ½ %). However, the Owner may continue to withhold the full amount of retainage for any portion or portions of the Work which the Owner finds to be too incomplete to reduce retainage.

§ **11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ **11.1.10** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ **11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ **11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ **11.2 Final Payment**
§ **11.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

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.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

8 % Eight percent.

ARTICLE 12 DISPUTE RESOLUTION
§ 12.1 Initial Decision Maker
§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 12.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION
§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment
§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- **.1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- **.2** Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- **.3** Subtract the aggregate of previous payments made by the Owner; and
- **.4** Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

The termination fee shall be the lessor of $150,000 or 50% of any remaining Contractor Fee on Guaranteed Maximum Price plus 50% of any remaining lum sum General Conditions established from the itemized statement of guaranteed maximum price.

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document

A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.00) for each occurrence and two million dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars ($ 2,000,000.00) per claim and two million dollars ($ 2,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

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User Notes:

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

(Paragraphs deleted)
§ 14.5 Other provisions:

Information & Media Release: Permission is granted to BHS Construction, Inc. to photograph, record, and/or display any words and/or property for any business purposes, training, or publication in any manner. Owner understands that the information and media gathered by BHS Construction, Inc. or portions thereof, may be used for public viewing or presentations. This provision releases BHS Construction, Inc from any future claims arising from the use of the photographs/recordings/interviews for business purposes and/or public viewing.

ARTICLE 15 SCOPE OF THE AGREEMENT
§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

.5 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit A – Guaranteed Maximum Price Amendment
Exhibit B – Insurance and Bonds
Exhibit C - Additional Provisions Attachment
Exhibit G – General Conditions Cost Responsibility Matrix
Exhibit L – BHS 2023 Labor Rates
Exhibit R – Riley County Safety Headquarters CMAR RFP

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User Notes:

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Patrick J. Schutter, President

(Printed name and title)

Additions and Deletions Report for
AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:55:02 CT on 08/03/2023.

PAGE 1

AGREEMENT made as of the ______day of August in the year 2023

...

Riley County, Kansas
110 Courthouse Plaza
Manhattan, KS 66502

...

BHS Construction Inc, Subchapter S Corporation
301 S 4th St
Suite 210
Manhattan, KS 66502
Telephone Number (785) 537-2068
Fax Number (785) 537-1624

...

Riley County Public Safety Headquarters
to be located on county-owned property, south of the existing Family and Child Resource Center, street address has not yet been assigned

...

Archimages, Inc.
14205 W 95th Street
Lenexa, KS 66215

PAGE 2

EXHIBIT B INSURANCE AND BONDS
EXHIBIT C ATTACHMENT TO CONTRACT BETWEEN RILEY COUNTY, KS AND BHS
EXHIBIT G GENERAL CONDITIONS COST RESPONSIBILITY MATRIX
EXHIBIT R RILEY COUNTY PUBLIC SAFETY HEADQUARTERS FACILITY CMAR RFP
EXHIBIT L LABOR RATES

...

Per Exhibit R – Riley County Public Safety Headquarters Facility CMAR RFP.

...

Per Exhibit R – Riley County Public Safety Headquarters Facility CMAR RFP.
PAGE 3

The budget will be established with input from the Construction Manger during the design process.

...

To be determined

...

To be determined

...

To be determined

...

To be determined

...

Not applicable

...

Not applicable

~~**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Not applicable

...

John Ellermann, Director of Public Works
Public Works Department
6215 Tuttle Creek Blvd
Manhattan, KS 66503

...

Telephone: (785) 537-6330
Email: jellermann@rileycountyks.gov

...

§ **1.1.9** The persons or entities, in addition to the Owner's representative, who ~~are~~ may be required to review the Construction Manager's submittals to the Owner are as follows:

PAGE 4

A building committee including the County Clerk, Director of Public Works, Emergency Management Director, and EMS/Ambulance Director.

...

.1 Geotechnical ~~Engineer:~~Engineer and 3rd party inspection:

~~.2 Civil Engineer:~~

Terracon, Inc.

...

~~.3 Other, if any:~~
~~(List any other consultants retained by the Owner, such as a Project or Program Manager.)~~

...

Kile R. Morrison
Managing Director
Archimages, Inc.
14205 W 95th Street
Lenexa, KS 66215

Telephone: (913) 378-9533
Email: kmorrison@archimages-stl.com

...

Patrick J. Shutter
BHS Construction, Inc.
301 S 4th St #210
Manhattan, KS 66502

...

Telephone: (785) 537-2068
Email: Pschutter@bhsconstruction.net

...

Construction Manager's primary point of contact, Project Manager, and lead estimator: Andrew Gerth (Project Manager, Adam Crowl (Lead Estimator).

Pricing will be provided at design phases following SD, DD, & CD documents.

...

Open and transparent bidding in which the Owner has the opportunity to review provide input on bids received. If the Construction Manager wishes to bid any scope, they will provide a sealed bid at least 24-hours in advance of bid day to the Architect.

PAGE 5

Per Exhibit R, Riley County Public Safety Headquarters Facility CMAR RFP.

...

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, ~~in a timely manner,~~ within 14 days, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

PAGE 6

~~**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

PAGE 7

~~**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

...

Per Exhibit G – General Conditions Cost Responsibility Matrix

PAGE 9

§ 4.1.1 The Owner shall provide information ~~with reasonable promptness,~~ within 14 days of written request from Construction Manager, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, ~~sustainability~~ and site requirements.

...

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner ~~significantly increases or decreases~~ increases by five percent (5%) or decreases by ten perecent (10%), or more, the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services ~~with reasonable promptness.~~ within 14 days after receiving the

Construction Manager's written request for such information or services. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work ~~with reasonable promptness~~ within 14 days after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

PAGE 10

~~§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly ~~and furnish information expeditiously,~~ within 14 days, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

...

Preconstruction services will be billed as a Lump Sum of $28540.00. If preconstruction services are required beyond December 31, 2023, this amount will be adjusted by mutual agreement between the Parties using the rates listed in 5.1.2.

...

Project Executive	$140.00
Preconstruction Manager	$125.00
Cost Estimator	$92.00

PAGE 11

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eight (8) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

8 % Eight percent per annum

...

2.5% of the Guaranteed Maximum Price as indicated at the signing of the A133 2019 Exhibit A.

...

Lump sum fee shall decrease if the overall project cost decreases more than 10% and then will start adjusting by the rate of fee in Section 6.1.2. If the cost of the project increases by more than 5% then the fee will adjust up by the fee listed in 6.1.2.

...

Ten percent (10%)

§ **6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

...

$500 per calendar day. Liquidated damages will not be charged if substantial completion is not achieved due to supply chain delays, COVID 19 delays and/or alternates accepted after the contract date.

...

100% of savings from the Guaranteed Maximum Price will revert back to the Owner.

PAGE 12

General Conditions to be charged at a Lump Sum of $459,025 as identified in Exhibit G – General Conditions Cost Responsibility Matrix.

PAGE 15

7.8.2.1 S&S Contracting is owned by the brother of the Construction Manager's president. They are a subcontractor and used for hired labor from time to time. Their cost of labor would be at or less than what BHS charges per Exhibit L – Labor Rates.

PAGE 16

Applications for Payment shall be submitted for review on or before the fifth of every month with payment due within 25 calendar days.

§ **11.1.3** Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fourty-five (45) days after the Architect receives the Application for Payment.

PAGE 18

Five percent (5%)

...

Bonds and Builders Risk Insurance

...

No modification of retainage prior to Substantial Completion of the Work.

...

After Substantial Completion, the amount of retainage for all completed portions of the Work will be reduced to two-and one-half percent (2 ½ %). However, the Owner may continue to withhold the full amount of retainage for any portion or portions of the Work which the Owner finds to be too incomplete to reduce retainage.

PAGE 19

§ **11.2.3** The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~Payment.

...

8 % Eight percent.

PAGE 20

[X] Litigation in a court of competent jurisdiction

PAGE 21

The termination fee shall be the lessor of $150,000 or 50% of any remaining Contractor Fee on Guaranteed Maximum Price plus 50% of any remaining lum sum General Conditions established from the itemized statement of guaranteed maximum price.

PAGE 22

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.00) for each occurrence and two million dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars ($ 2,000,000.00) per claim and two million dollars ($ 2,000,000.00) in the aggregate.

PAGE 23

~~**§ 14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

Information & Media Release: Permission is granted to BHS Construction, Inc. to photograph, record, and/or display any words and/or property for any business purposes, training, or publication in any manner. Owner understands that the information and media gathered by BHS Construction, Inc. or portions thereof, may be used for public viewing or presentations. This provision releases BHS Construction, Inc from any future claims arising from the use of the photographs/recordings/interviews for business purposes and/or public viewing.

...

~~**.5** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~*(Insert the date of the E203–2013 incorporated into this Agreement.)*~~

~~**.6** Other Exhibits:~~

~~*(Check all boxes that apply.)*~~

~~[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~
~~*(Insert the date of the E234-2019 incorporated into this Agreement.)*~~

~~[ ] Supplementary and other Conditions of the Contract:~~

~~**Document**~~	~~**Title**~~	~~**Date**~~	~~**Pages**~~

~~.7~~
.5 Other documents, if any, listed below:

...

Exhibit A – Guaranteed Maximum Price Amendment
Exhibit B – Insurance and Bonds
Exhibit C - Additional Provisions Attachment
Exhibit G – General Conditions Cost Responsibility Matrix
Exhibit L – BHS 2023 Labor Rates
Exhibit R – Riley County Safety Headquarters CMAR RFP

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:55:02 CT on 08/03/2023 under Order No. 4104240378 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

____

(Signed)

____

(Title)

____

(Dated)

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

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. 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. If the Owner terminates the Contract for convenience, then the Owner shall pay the Construction Manager a termination fee as follows: The termination fee shall not exceed the lessor of $150,000 or 50% of any remaining Contractor Fee on the Guaranteed Maximum Price plus 50% and remaining lump sum General Conditions established from the itemized Statement of Guaranteed Maximum Price in the A133 Exhibit A Contract between BHS Construction, Inc and Riley County, KS.

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.

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 hour's 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. **Availability of Records**. Upon advance written notice 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.

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 the 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 and/or the contract or agreement to which this is attached. Liability insurance coverage must be

considered as primary and not as excess insurance (excluding Workers' Compensation and Professional Liability). Contractor shall furnish a certificate evidencing such coverage, with County named as an additional insured (excluding Workers' Compensation and Professional Liability), which shall be delivered to the Office of the Riley County Counselor for approval.

25. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Contractor to perform the services hereunder, Contractor 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.

BHS

By: Patrick J. Schutter
, Principal

Date: 7-25-2023

BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS

By: ____________________________
Kathryn Focke, Chairwoman

Date: ______________

ATTEST:

____
Rich Vargo, County Clerk

(seal)

Approved as to Form

By: ____________________________
Clancy Holeman
Riley County Counselor

Date: ________________

PUBLIC WORKS
Travel Request

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

COMMISSION AGENDA REPORT

FROM: **Mary Graham, Admin Asst II**

MEETING: **August 10, 2023**

SUBJECT: **Out of State Travel Request**

PRESENTER: **John Ellermann, Director of Public Works/County Engineer**

POSSIBLE MOTION(S)

Move to approve

Move to deny

Enclosures:

- NRPA 2023 Dallas, TX David Willis Memo (PDF)
- NRPA 2023 Dallas, TX David Willis Form (PDF)

RILEY COUNTY

MEMORANDUM

DATE: August 10, 2023

FROM: John Ellermann

TO: BOCC

RE: Out-of State Travel Request

I would like to send David Willis to the 2023 National Recreation and Parks Conference in Dallas, TX. Information gathered at the conference should help to improve the efficiency in the county parks division.

For more than 50 years, the NRPA Annual Conference has been the premier meeting of the park and recreation community. Annual Conference attendees get an inside look at all of the latest products and services at the interactive Exhibit Hall, have the chance to connect with colleagues and experts in the field. There are over 900 exhibitors at the conference.

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: David Willis **DEPARTMENT:** Public Works

POSITION TITLE: Parks Manager **DATE REQUESTED** 8/10/23

FUND: Park

Travel From: Manhattan, KS **Date:** 10/09/23

Travel To: Dallas, TX **Date:** 10/12/23

Purpose of Travel: To attend the annual 2023 Nation Recreation and Parks Association Conference in Dallas, TX

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

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

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	POV	238.00
Lodging	3 nights stay	750.00
Meals	meal allowance 4 day max	252.00
Registration/Fees	registration	255.00
Other		

Total Estimated Travel Costs: 1495.00

Requested by: David M. Willis **Date:** 8/8/23

Approved by:

Department Head: John Ellerman **Date:** 8/8/23

Chair: **Date:**
Board of County Commissioners

Attest: **Date:**
Riley County Clerk

cc: Department Head
Department Assistant

Out of State Travel request/adopted 10-12-98

RILEY COUNTY

COUNTY CLERK & ELECTIONS
Budget

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

MEMORANDUM

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

MEETING: **August 10, 2023**

SUBJECT: **Monthly Cash Flow Report for July 2023**

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

Cash Flow Reports for the Economic Development Fund, County Building Fund, Capital Improvement Fund, Road & Bridge 1/2 Cent Sales Tax Fund and Road & Bridge 0.2 Cents Sales Tax Fund.

Enclosures:

- July Cash Flows 2023 (PDF)

2023 Riley County Economic Development Cash Flow Analysis

% of Year: 58.3%

Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	$282,275.00			$282,275.00	$84,052.20			$84,052.20
Feb				$0.00				$0.00
Mar				$0.00				$0.00
Apr				$0.00	$1,000.00			$1,000.00
May				$0.00				$0.00
Jun				$0.00	$7,943.86			$7,943.86
Jul				$0.00	$30,508.00			$30,508.00
Aug				$0.00				$0.00
Sep				$0.00				$0.00
Oct				$0.00				$0.00
Nov				$0.00				$0.00
Dec				$0.00				$0.00
	$282,275.00	$0.00	$0.00	$282,275.00	$123,504.06	$0.00	$0.00	$123,504.06

Cash Reconciliation	
2023 Beginning Unencumbered Cash	$181,640.41
2023 Revenue	$282,275.00
Less 2023 Expenditures/Encumbrances	$123,504.06
2023 Ending Unencumbered Cash	$340,411.35
Less Est. Project Balance for CY	$166,131.94
2023 Projected Unencumbered Cash	$174,279.41

Riley County 2023 Budget Authority Summary		% Budget Expended
2023 Budgeted Expenditures	$282,275	
Expenditures to Date	$123,504	43.75%
2023 Remaining Budget Authority	$158,771	

Riley County 2023 Budgeted Revenue		% Budgeted Revenue
2023 Budgeted Revenue	$282,275	
Revenue to Date	$282,275	100.00%

2023 Detailed Expenditures per Project and per Department

Projects	Project Estimate	Prior Year Expenditures	2023 Actual Expenditures/ Encumbrances	Remaining Project Estimate Totals	Completed Projects (Over) Under Estimate
APPROPRIATIONS					
Chamber of Commerce	$55,000.00	$0.00	$27,500.00	$27,500.00	$0.00
Flint Hills Veterans Coalition	$1,015.00	$0.00	$508.00	$507.00	$0.00
Downtown Manhattan	$5,000.00	$0.00	$2,500.00	$2,500.00	$0.00
Riley Co. General Eco Devo	$132,850.00	$0.00		$132,850.00	
APPROPRIATION TOTALS	$193,865.00	$0.00	$30,508.00	$163,357.00	$0.00
MEMBERSHIPS					
FHMPO Contribution	$5,201.00	$0.00	$2,426.06	$2,774.94	$0.00
FHRLP Underwriters & Sponsors	$1,000.00		$1,000.00	$0.00	$0.00
MEMBERSHIP TOTALS	$6,201.00	$0.00	$3,426.06	$2,774.94	$0.00
CONTRACTS					
Auto Lane Development (2024)	$121,139.60	$109,025.64		$12,113.96	
CONTRACT TOTALS	$121,139.60	$109,025.64	$0.00	$12,113.96	$0.00
DEBT OBLIGATION TRANSFER					
Konza Water Debt Payment Transfer	$658,501.67	$359,504.67	$52,153.00	$246,844.00	
DEBT OBLIGATION TRANSFER TOTALS	$658,501.67	$359,504.67	$52,153.00	$246,844.00	$0.00
PROJECTS					
Comprehensive plan update	$25,000.00	$0.00		$25,000.00	
CASA Moving Expenses	$6,909.00		$6,909.00	$0.00	$0.00
PROJECT TOTALS	$31,909.00	$0.00	$6,909.00	$25,000.00	$0.00
TOTALS	$1,011,616.27	$468,530.31	$92,996.06	$450,089.90	$0.00

Remaining Approved Projects less lease/debt payments/reserve $166,131.94

(not included as these payments are subject to approval with annual budget)

Completed Projects

2023 Riley County Building Cash Flow Analysis FUND 152

% of Year: 58.3%

Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	$149,608.81		$33.50	$149,642.31	$13,901.75			$13,901.75
Feb		$10.00	$33.50	$43.50	$31,597.04	$6,705.00		$38,302.04
Mar	$8,632.12	$43.50		$8,675.62	$26,712.00		$7,743.19	$34,455.19
Apr			$33.50	$33.50	$65,361.32			$65,361.32
May	$102,430.28		$43.50	$102,473.78	$48,444.94			$48,444.94
Jun		$10.00	$33.50	$43.50	$42,492.55			$42,492.55
Jul		$40.00		$40.00	$20,476.91			$20,476.91
Aug				$0.00				$0.00
Sep				$0.00				$0.00
Oct				$0.00				$0.00
Nov				$0.00				$0.00
Dec				$0.00				$0.00
	$260,671.21	$103.50	$177.50	$260,952.21	$248,986.51	$6,705.00	$7,743.19	$263,434.70

Cash Reconciliation	
2023 Beginning Unencumbered Cash	$226,096.00
2023 Revenue	$260,952.21
Less 2023 Expenditures/Encumbrances	$263,434.70
2023 Ending Unencumbered Cash	$223,613.51

Riley County 2023 Budget Authority Summary		% Budget Expended
2023 Budgeted Expenditures	$393,000	
Expenditures to Date	$263,435	67.03%
2023 Remaining Budget Authority	$129,565	

Riley County 2023 Budgeted Revenue		% Budgeted Revenue
2023 Budgeted Revenue	$286,015	
Revenue to Date	$260,952	91.24%

2023 Riley County CIP Cash Flow Analysis

% of Year: 58.3%

FUND 145

Month	Revenue	Transfers In	Reimbursements	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	$93,613.31	$1,786,668.00		$1,880,281.31	$288,002.84			$288,002.84
Feb				$0.00	$41,874.67			$41,874.67
Mar				$0.00	$10,736.96		$83,051.19	$93,788.15
Apr	$117,085.12			$117,085.12	$366,903.19			$366,903.19
May	$3,812.00			$3,812.00	$11,539.12			$11,539.12
Jun	$5,805.00	$4,890,132.96		$4,895,937.96		$44,303.00		$44,303.00
Jul	$136,765.15			$136,765.15	$605,137.50			$605,137.50
Aug				$0.00				$0.00
Sep				$0.00				$0.00
Oct				$0.00				$0.00
Nov				$0.00				$0.00
Dec				$0.00				$0.00
Totals	$357,080.58	$6,676,800.96	$0.00	$7,033,881.54	$1,324,194.28	$44,303.00	$83,051.19	$1,451,548.47

Cash Reconciliation	
2023 Beginning Unencumbered Cash	$9,032,293.21
2023 Revenue	$7,033,881.54
Less 2023 Expenditures/Encumbrances	$1,451,548.47
2023 Ending Unencumbered Cash	$14,614,626.28
Less Remaining Approved Projects	$3,232,196.93
2023 Projected Unencumbered Cash	$11,382,429.35
LESS RESERVED FUNDS	$4,288,810.40
Projected 2023 Cash w/out Reserves	$7,093,618.95

Riley County 2023 CIP Budget Authority Summary		% Budget Expended
2023 CIP Budgeted Expenditures	$7,987,210	
Expenditures to Date	$1,324,194	16.58%
2023 Remaining Budget Authority	$6,663,016	

Riley County 2023 CIP Budgeted Revenue		% Budgeted Revenue
2023 CIP Budgeted Revenue	$4,996,668	
Revenue to Date	$7,033,882	140.77%

Reserved Funds:	
CIP Reserve	500,000.00
Fair Reserve	96,807.55
FFE Reserve	915,201.89
Hardware Refresh	886,668.00
CARES Funds	1,890,133
TOTAL RESERVE	4,288,810.40

Radio Tower Hardware/Software update 2025

To be spent on North Co. EMS Facility & Public Safety HQ after ARPA funds are used

2023 CIP Detailed Expenditures per Project and per Dept

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	Reserved for Approved Projects	Paid Prior Year(s) Encumbrances	2023 Actual Expenditures	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
		PUBLIC WORKS:							
13-13PW005		Unassigned - design cost for culverts	$35,000.00	$16,100.00				$18,900.00	
14-14PW004	465	Tabor Valley Bridge	$35,000.00	$34,128.25		$807.00		$64.75	
16-16PK003	71	Parking lot for CICO Playground	$18,000.00	$7,078.29				$10,921.71	
18-18PK003		Playground Equipment at CICO Park + (PK trx-$75,000)	$225,000.00	$0.00				$225,000.00	
18-18PW012	27	Fairgrounds ADA Walkway	$170,000.00	$104,648.05				$65,351.95	
19-19LEC005		Andover Control Replacement	$297,000.00	$253,504.00		$43,496.00		$0.00	
20-20LEC002		Replace Air Regulators on 1/2 Jail Doors	$30,000.00	$13,238.55				$16,761.45	
20-20LEC003		Rewire Elevator Safety Systems	$40,000.00	$0.00				$40,000.00	
20-20PK004		CICO Parking Lot Engineering	$10,000.00	$0.00				$10,000.00	
21-21LEC002		Elevator Repair-LEC Lobby	$45,000.00	$0.00				$45,000.00	
21-21LEC004		Canopy to Cover Fuel Island	$45,000.00	$0.00				$45,000.00	
22-22LEC001		Master Control Door and Camera - American Digital Security	$275,000.00					$275,000.00	
22-22LEC002		New Roof top HVAC Unit	$60,000.00	$0.00				$60,000.00	
21-21PK008		Playground Equipment - CICO Park	$75,000.00	$0.00				$75,000.00	
21-21PW001		Tandem Axle Truck w/Plow & Spreader	$209,300.00	$196,395.00				$12,905.00	
21-21PW002		Semi Truck	$85,000.00	$0.00				$85,000.00	
21-21PW007		Imaging Software & Conversion	$75,000.00	$0.00				$75,000.00	
21-21PW009		Tandem Axle Truck w/ Plow & Spreader	$238,676.00	$0.00				$238,676.00	
21-21PW010		Tandem Axle Truck w/ Plow & Spreader	$238,676.00	$0.00				$238,676.00	
22-22PW001	465	Tabor Valley Bridge	$255,000.00	$166,860.83			$53,524.89	$34,614.28	
22-22PW002		Motor Graders (4)	$460,000.00					$460,000.00	
		PUBLIC WORKS TOTAL	$2,921,652.00	$791,952.97		$44,303.00	$53,524.89	$2,031,871.14	$0.00
		EMERGENCY MEDICAL SERVICE							
13-13AM001	302	Design of the EMS Facility Enhancement	$100,000.00	$25,770.00				$74,230.00	
20-20AM003	302	EMS Facility Engineering Design Cost	$50,000.00	$0.00				$50,000.00	
21-21AM003	302	2 SUV Replacement Vehicles	$120,000.00	$111,539.00			$8,461.00	$0.00	$0.00
22-22AM001		EMS AMBULANCE	$325,000.00	$0.00				$325,000.00	
22-22AM002		ZOLL "X" ERIES Cardiac Monitor	$94,000.00	$94,000.00			$0.00	$0.00	
		EMS TOTAL	$689,000.00	$231,309.00			$8,461.00	$449,230.00	$0.00
		CLERK							
21-21CK001		Open.Gov software	$202,620.00	$88,370.00			$44,675.00	$69,575.00	
		CLERK TOTAL	$202,620.00	$88,370.00			$44,675.00	$69,575.00	$0.00
		Elections							
23-23EL001		Election Systems Software Equipment Upgrade	$300,475.00	$0.00			$145,137.50	$155,337.50	
		CLERK TOTAL	$300,475.00	$0.00			$145,137.50	$155,337.50	$0.00

		ATTORNEY					
19-19AT001	760	Odyssey Software System	$280,000.00	$280,000.00		$0.00	
		ATTORNEY TOTAL	$280,000.00	$280,000.00	$0.00	$0.00	$0.00
		APPRAISER					
21-21AP001		Replacement Vehicle	$35,144.00	$0.00		$35,144.00	
		APPRAISER TOTAL	$35,144.00	$0.00	$0.00	$35,144.00	$0.00
		BOCC					
21-21BOCC002		Church Asbestos Removal	$50,000.00	$0.00		$50,000.00	
		BOCC TOTAL	$50,000.00	$0.00	$0.00	$50,000.00	$0.00
		PLANNING & DEVELOPMENT					
		PLANNING & DEVELOPMENT TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	Reserved for Approved Projects	Paid Prior Year(s) Encumbrances	2023 Actual Expenditures	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
		NOXIOUS WEED							
22-22NW001		Mower Replacement	$135,000.00	$0.00			$0.00	$135,000.00	
		NOXIOUS WEED TOTAL	$135,000.00	$0.00			$0.00	$135,000.00	$0.00
		EMERGENCY MANAGEMENT							
16-16EM002		Standby/Backup Generator Pottorf Hall	$40,000.00	$0.00				$40,000.00	
20-20EM005		Bi-directional amplifiers (radio project)	$35,000.00	$18,960.71				$16,039.29	
21-21EM001		Mobile Command Post Upgrade/Equip Refresh	$125,000.00	$0.00				$125,000.00	
21-21EM002		EM Storage Building	$125,000.00	$0.00				$125,000.00	
		EMERGENCY MANAGEMENT TOTAL	$325,000.00	$18,960.71			$0.00	$306,039.29	$0.00
		OTHER							
13-13PW009		Motor Grader (Lease Purchase through 2023)	$1,010,604.70	$550,604.70			$460,000.00	$0.00	$0.00
18-18EM003	21	Hardware Refresh Reserve (through 2025)	$1,182,221.00		$886,668.00			$1,182,221.00	
Lease pmt to 2033	21	Radio Infrastructure Project Lease (15 yr term through 2033)	$6,401,938.00	$1,707,184.00			$426,795.89	$4,267,958.11	
B&I Trx to 2025		2010-B G.O. Bond payment (15 yr term through 2025)	$2,849,815.47	$2,298,515.63			$185,600.00	$365,699.84	
CARES Funds	977/978	North Co. EMS Facility & Public Safety HQ Reserved			$1,890,133			$0.00	
		OTHER TOTAL	$11,444,579.17	$4,556,304.33	$2,776,800.96		$1,072,395.89	$5,815,878.95	$0.00
		TOTAL	$16,383,470.17	$5,966,897.01	$2,776,800.96	$44,303.00	$1,324,194.28	$9,048,075.88	$0.00

Remaining Approved Projects less lease/debt payments $3,232,196.93

(not included as these payments are subject to approval with annual budget)

Completed Projects

2023 Detailed Expenditures per Project by Month

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	Reserved for Approved Projects	Jul	Encumbrances	Jan/Feb Mar	Expenditures to Date	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
		PUBLIC WORKS:									
13-13PW005		Unassigned - design cost for culverts	$35,000.00	$16,100.00					$16,100.00	$18,900.00	
14-14PW004	465	Tabor Valley Bridge	$35,000.00	$34,128.25			$807.00		$34,935.25	$64.75	
16-16PK003	71	Parking lot for CICO Playground	$18,000.00	$7,078.29					$7,078.29	$10,921.71	
18-18PK003		Playground Equipment at CICO Park + (PK trx-$75,000)	$225,000.00	$0.00					$0.00	$225,000.00	
18-18PW012	27	Fairgrounds ADA Walkway	$170,000.00	$104,648.05					$104,648.05	$65,351.95	
19-19LEC005		Andover Control Replacement	$297,000.00	$253,504.00			$43,496.00		$297,000.00	$0.00	
20-20LEC002		Replace Air Regulators on 1/2 Jail Doors	$30,000.00	$13,238.55					$13,238.55	$16,761.45	
20-20LEC003		Rewire Elevator Safety Systems	$40,000.00	$0.00					$0.00	$40,000.00	
20-20PK004		CICO Parking Lot Engineering	$10,000.00	$0.00					$0.00	$10,000.00	
21-21LEC002		Elevator Repair-LEC Lobby	$45,000.00	$0.00					$0.00	$45,000.00	
21-21LEC004		Canopy to Cover Fuel Island	$45,000.00	$0.00					$0.00	$45,000.00	
22-22LEC001		Master Control Door and Camera - American Digital Securit	$275,000.00	$0.00					$0.00	$275,000.00	
22-22LEC002		New Roof top HVAC Unit	$60,000.00	$0.00					$0.00	$60,000.00	
21-21PK008		Playground Equipment - CICO Park	$75,000.00	$0.00					$0.00	$75,000.00	
21-21PW001		Tandem Axle Truck w/Plow & Spreader	$209,300.00	$196,395.00					$196,395.00	$12,905.00	
21-21PW002		Semi Truck	$85,000.00	$0.00					$0.00	$85,000.00	
21-21PW007		Imaging Software & Conversion	$75,000.00	$0.00					$0.00	$75,000.00	
21-21PW009		Tandem Axle Truck w/ Plow & Spreader	$238,676.00	$0.00					$0.00	$238,676.00	
21-21PW010		Tandem Axle Truck w/ Plow & Spreader	$238,676.00	$0.00					$0.00	$238,676.00	
22-22PW001	465	Tabor Valley Bridge	$255,000.00	$166,860.83					$220,385.72	$34,614.28	
22-22PW002		Motor Graders (4)	$460,000.00	$0.00					$0.00	$460,000.00	
		EMERGENCY MEDICAL SERVICE									
13-13AM001	302	Design of the EMS Facility Enhancement	$100,000.00	$25,770.00					$25,770.00	$74,230.00	
20-20AM003	302	EMS Facility Engineering Design Cost	$50,000.00	$0.00					$0.00	$50,000.00	
21-21AM003	302	2 SUV Replacement Vehicles	$120,000.00	$111,539.00					$120,000.00	$0.00	
22-22AM001		EMS AMBULANCE	$325,000.00	$0.00					$0.00	$325,000.00	
22-22AM002		ZOLL "X" ERIES Cardiac Monitor	$94,000.00	$94,000.00					$94,000.00	$0.00	
		CLERK									
21-21CK001		Open.Gov software	$202,620.00	$88,370.00					$133,045.00	$69,575.00	
		Election									
23-23EL001		Election Systems Software Equipment Upgrade	$300,475.00	$0.00		$145,137.50			$145,137.50	$155,337.50	
		ATTORNEY									
19-19AT001	760	Odyssey Software System	$280,000.00	$280,000.00					$280,000.00	$0.00	
		APPRAISER									
21-21AP001		Replacement Vehicle	$35,144.00	$0.00					$0.00	$35,144.00	
		BOCC									
21-21-BOCC002		Church Asbestos Removal	$50,000.00	$0.00					$0.00	$50,000.00	
		PLANNING & DEVELOPMENT									
			$0.00	$0.00					$0.00	$0.00	
		NOXIOUS WEED									
22-22NW001		Mower Replacement	$135,000.00	$0.00					$0.00	$135,000.00	
		EMERGENCY MANAGEMENT									
16-16EM002		Standby/Backup Generator Pottorf Hall	$40,000.00	$0.00					$0.00	$40,000.00	
20-20EM005		Bi-directional amplifiers (radio project)	$35,000.00	$18,960.71					$18,960.71	$16,039.29	
21-21EM001		Mobile Command Post Upgrade/Equip Refresh	$125,000.00	$0.00					$0.00	$125,000.00	
21-21EM002		EM Storage Building	$125,000.00	$0.00					$0.00	$125,000.00	
		OTHER									
13-13PW009		Motor Grader (Lease Purchase through 2023)	$1,010,604.70	$550,604.70		$460,000.00			$1,010,604.70	$0.00	$0.00
18-18EM003	21	Hardware Refresh Reserve (through 2025)	$1,182,221.00	$0.00	$886,668.00				$886,668.00	$295,553.00	
Lease to 2033	21	Radio Project Lease (15 yr term through 2033)	$6,401,938.00	$1,707,184.00					$2,133,979.89	$4,267,958.11	
B&I Trx to 2025		2010-B G.O. Bond pmt (15 yr term through 2025)	$2,849,815.47	$2,298,515.63					$2,484,115.63	$365,699.84	
CARES Money	977/978	North Co. EMS Facility & Public Safety HQ Reserved			$1,890,133				$0.00		
		TOTALS	$16,383,470.17	$5,966,897.01	$2,776,800.96	$605,137.50	$44,303.00	$0.00	$8,222,062.29	$8,161,407.88	$0.00
								$1,368,497.28			

Completed Projects

Jul-19	$171,536.67	Trx from Anderson Ave Bridge to West 32nd Bridge			
	$724,791.40	***no longer assigned***			
10/21/2019	$250,000.00	use FFE for Winkler Bridge Deck Project 19-19PW014	19-19PW014		Nothing spent as of 8/31/2021
12/17/2019	$27,260.00	use FFE for amendment on Wieter Rd Project 18-18PW013	18-18PW013		Encumbered $190,940 in 2019, canceled $8,620 9/20/21
	$447,531.40	unassigned FFE as of 12/31/19			
9/23/2020	$243,640.58	rec'd, but unassigned			
	$691,171.98	Total unassigned FFE as of 9/23/2020			
11/12/2020	$233,509.12	Welsh Road Asphalt Overlay	20-20PW010	509	Spent in 2020
	$457,662.86	Total unassigned FFE as of 11/5/2020			
9/2/2021	$234,041.53	rec'd, but unassigned			
	$691,704.39	Total unassigned FFE as of 10/19/2021			
	$250,000.00	Released back to Public Works - Sales Tax Project now			
6/30/2022	-$255,000.00	Assigned to Tabor Bridge Project	22-22PW001	465	
	$686,704.39				
12/30/2022	$228,497.50	rec'd, but unassigned			
	$915,201.89				

2023 Riley County 1/2 Cent Sales Tax Cash Flow Analysis

% of Year: 58.3%

Month	Sales Tax Revenue	Reimbursements	KDOT	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	$193,878.40			$193,878.40				$0.00
Feb	$211,882.25			$211,882.25				$0.00
Mar				$0.00			$368.01	$368.01
Apr				$0.00		$675.00		$675.00
May				$0.00	$2,900.00	$1,458.75		$4,358.75
Jun				$0.00	$3,392.00	$508.75		$3,900.75
Jul				$0.00	$769.36			$769.36
Aug				$0.00				$0.00
Sep				$0.00				$0.00
Oct				$0.00				$0.00
Nov				$0.00				$0.00
Dec				$0.00				$0.00
	$405,760.65	$0.00	$0.00	$405,760.65	$7,061.36	$2,642.50	$368.01	$10,071.87

Cash Reconciliation	
2023 Beginning Unencumbered Cash	$6,553,284.91
2023 Revenue	$405,760.65
Less 2023 Expenditures/Encumbrances	$10,071.87
2023 Ending Unencumbered Cash	$6,948,973.69
Remaining 2023 Projected Revenue	-$105,760.65
Less Est. Project Balance for Projects	$5,126,643.54
Less Est. Project Balance for Overlay	$350,000.00
2023 Projected Unencumbered Cash	$1,366,569.50

Riley County 2023 Budget Authority Summary		% Budget Expended
2023 Budgeted Expenditures	$3,736,590	
Expenditures to Date	$10,072	0.27%
2023 Remaining Budget Authority	$3,726,518	

Riley County 2023 Budgeted Revenue		% Budgeted Revenue
2023 Budgeted Revenue	$300,000	
Revenue to Date	$405,761	135.25%

Attachment: July Cash Flows 2023 [Revision 1] (13635 : Monthly Cash Flow Reports for July 2023)

2023 Detailed Expenditures per Project and per Department

Project Code	Projects	Project Estimate	Prior Year Expenditures	Paid Prior Year(s) Encumbrances	2023 Actual Expenditures	Remaining Project Estimate Totals	Completed Projects (Over) Under Estimate
	CULVERTS						
457	Flat Rock Road	$113,500.00	$52,707.29	$1,038.75	$3,373.68	$56,380.28	
458	Parallel Road	$117,000.00	$51,440.37			$65,559.63	
403	Kitten Creek Road	$148,000.00	$54,790.60	$945.00		$92,264.40	
459	Union Road	$125,000.00	$56,605.00	$658.75	$3,687.68	$64,048.57	
	CULVERT TOTALS	$503,500.00	$215,543.26	$2,642.50	$7,061.36	$278,252.88	$0.00
	BRIDGES						
461	Fancy Creek K.0/6.2	$653,800.00	$53,909.92			$599,890.08	
454	West 32nd Avenue	$1,004,750.00	$1,457,716.60			-$452,966.60	-$452,966.60
455	Rose Hill	$654,200.00	$159,048.83		$0.00	$495,151.17	
460	Winkler Mills Bridge	$1,200,000.00	$102,835.61		$0.00	$1,097,164.39	$1,097,164.39
	BRIDGE TOTALS	$3,512,750.00	$1,773,510.96	$0.00	$0.00	$1,739,239.04	$644,197.79
	RECONSTRUCTION						
431	McDowell Creek Road (north end)	$3,000,000.00	$515,848.38		$0.00	$2,484,151.62	$2,484,151.62
	RECONSTRUCTION TOTALS	$3,000,000.00	$515,848.38	$0.00	$0.00	$2,484,151.62	$2,484,151.62
	OVERLAY						
	4 Unidentified Overlays	$800,000.00	$175,000.00			$625,000.00	
	OVERLAY TOTALS	$800,000.00	$175,000.00	$0.00	$0.00	$625,000.00	$0.00
	TOTALS	$7,816,250.00	$2,679,902.60	$2,642.50	$7,061.36	$5,126,643.54	$3,128,349.41

Completed Projects

Project Estimates for 2023	Total	Updated
Culverts-Fancy Creek/Sherman	$ -	$ -
Rosehill Road Bridge	$ -	$ -
Senn Road Bridge	$ -	$ -
Overlay TBD and approved by BOCC	$ 350,000	$ 350,000
TOTAL	$ 350,000	$ 350,000

2023 Detailed Expenditures per Project by Month

Project Code	Projects	Project Estimate	Prior Year Expenditures	May	Jun	Jul	Encumbrances	Expenditures to Date	Remaining Project Estimate
	CULVERTS								
457	Flat Rock Road	$113,500.00	$52,707.29	$2,900.00	$89.00	$384.68	$1,038.75	$57,119.72	$56,380.28
458	Parallel Road	$117,000.00	$51,440.37					$51,440.37	$65,559.63
403	Kitten Creek Road	$148,000.00	$54,790.60				$945.00	$55,735.60	$92,264.40
459	Union Road	$125,000.00	$56,605.00		$3,303.00	$384.68	$658.75	$60,951.43	$64,048.57
	BRIDGES								
461	Fancy Creek K.0/6.2	$653,800.00	$53,909.92					$53,909.92	$599,890.08
454	West 32nd Avenue	$1,004,750.00	$1,464,031.69					$1,464,031.69	-$459,281.69
455	Rose Hill	$654,200.00	$159,048.83					$159,048.83	$495,151.17
460	Winkler Mills Bridge	$1,200,000.00	$102,835.61					$102,835.61	$1,097,164.39
	RECONSTRUCTION								
431	McDowell Creek Road (north end)	$3,000,000.00	$515,848.38					$515,848.38	$2,484,151.62
	OVERLAY								
	4 overlays unidentifed	$800,000.00	$175,000.00					$175,000.00	$625,000.00
	TOTALS	$7,816,250.00	$2,686,217.69	$2,900.00	$3,392.00	$769.36	$2,642.50	$2,695,921.55	$5,120,328.45
							$9,703.86		

Completed Projects

2023 Riley County .2% Cent Sales Tax Cash Flow Analysis

% of Year: 58.3%

Month	Sales Tax Revenue	Reimbursements	KDOT	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan				$0.00				$0.00
Feb				$0.00				$0.00
Mar	$195,644.52			$195,644.52				$0.00
Apr	$197,885.43			$197,885.43				$0.00
May	$228,702.28			$228,702.28				$0.00
Jun	$204,158.59			$204,158.59				$0.00
Jul	$211,890.83			$211,890.83				$0.00
Aug				$0.00				$0.00
Sep				$0.00				$0.00
Oct				$0.00				$0.00
Nov				$0.00				$0.00
Dec				$0.00				$0.00
	$1,038,281.65	$0.00	$0.00	$1,038,281.65	$0.00	$0.00	$0.00	$0.00

Cash Reconciliation	
2023 Beginning Unencumbered Cash	$0.00
2023 Revenue	$1,038,281.65
Less 2023 Expenditures/Encumbrances	$0.00
2023 Ending Unencumbered Cash	$1,038,281.65
Remaining 2023 Projected Revenue	$0.00
Less Est. Project Balance for CY	$0.00
2023 Projected Unencumbered Cash	$1,038,281.65

Riley County 2023 Budget Authority Summary		% Budget Expended
2023 Budgeted Expenditures	$0	
Expenditures to Date	$0	#DIV/0!
2023 Remaining Budget Authority	$0	

Riley County 2023 Budgeted Revenue		% Budgeted Revenue
2023 Budgeted Revenue	$1,500,000	
Revenue to Date	$1,038,282	69.22%

Attachment: July Cash Flows 2023 [Revision 1] (13635 : Monthly Cash Flow Reports for July 2023)

2023 Detailed Expenditures per Project and per Department

Project Code	Projects	Project Estimate	Prior Year Expenditures	2023 Actual Expenditures/ Encumbrances	Remaining Project Estimate Totals	Completed Projects (Over) Under Estimate
	CULVERTS					
	CULVERT TOTALS	$0	-	-	-	-
	BRIDGES					
	BRIDGE TOTALS	0.00	-	-	-	-
	RECONSTRUCTION					
	RECONSTRUCTION TOTALS	$0	-	-	-	-
	OVERLAY					
	OVERLAY TOTALS	$0	-	-	-	-
	TOTALS	$0	-	-	-	-

Completed Projects

Project Estimates for 2021	Total	Updated
Culverts-Fancy Creek/Sherman	$ -	$ -
Rosehill Road Bridge	$ -	$ -
Senn Road Bridge	$ -	$ -
Overlay TBD and approved by BOCC		
TOTAL	$ -	$ -

2023 Detailed Expenditures per Project by Month

Project Code	Projects	Project Estimate	Prior Year Expenditures	Jun	Expenditures to Date	Remaining Project Estimate
	CULVERTS					
	BRIDGES					
	RECONSTRUCTION					
	TOTALS	$0	$0	$0.00	-	$0

Completed Projects