



**Board of Riley County
Commissioners
Regular Meeting
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

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Highway Use Permit, Evergy
4. Advisory Board appointment letters and Resolution
5. Agreement for Operation of the Riley County Transfer Station
6. Sign Riley County Employee Action Form(s)
7. Intergovernmental Luncheon Agenda

Review Minutes

8. Board of Riley County Commissioners - Regular Meeting - Aug 14, 2023 8:30 AM

Review Tentative Agenda

9. Tentative Agenda

Press Conference Topics

10. Discuss Press Conference

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

11. Order Assigning Partition Fence Responsibility

10:00 AM

Gary Fike, County Extension Director

12. County Fair Update

10:15 AM

Kurt Moldrup, Assistant RCPD Director

13. RCPD update

10:30 AM Katharine Hensler, Museum Director

- 14. Museum Staff Report

10:45 AM Julie Gibbs, Health Department Director

- 15. RCHD Update
- 16. RCHD Request for Signature on Grant
- 17. RCHD PHEP Update

11:15 AM Clancy Holeman, Counselor/Director of Administrative Services

- 18. Administrative Work Session

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

- 19. City/County/County Meeting Agenda

Adjournment**Announcement**

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

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



PUBLIC WORKS
Permit

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

COMMISSION AGENDA REPORT

FROM: Shannon Sterling, Administrative Assistant II

MEETING: August 17, 2023

SUBJECT: Highway Use Permit, Evergy

PRESENTER: John Ellermann, PE, Director of Public Works

BACKGROUND

Evergy is requesting permission to work in the right of way replacing existing poles and overhead wire along Barton Road between Falcon Road and Walnut Creek Road.

RECOMMENDATION(S)

Staff recommends approval of the Highway Use Permit as presented

POSSIBLE MOTION(S)

Move to approve the Highway Use Permit granting Evergy permission to complete the work as outlined on the Permit.

The Board agreed by consensus to

Enclosures:

- 08.10.23_Evergy_Barton Rd from Falcon Rd to Walnut Ck Rd (PDF)

Permit No. _____

APPLICATION FOR HIGHWAY USE PERMIT

Riley County, Kansas

Evergy**Overhead Electric**

Applicant Name

Type of Construction

225 S Seth Child Road**Manhattan****Kansas****66502**

Applicant Mailing Address

City

State

Zip

Applicant hereby requests permission to replace poles and wire along Barton Rd between Falcon Rd and Walnut Creek Rd along and/or across the public roads of Riley County, Kansas, according to the details and route shown on the attached plans and standards for said construction.

A \$100 Application Fee and a detailed map of location (Include an aerial when possible) are required.

In support of its application, the Applicant states it is in the best interest of the residents of Riley County to allow construction of said facility. In addition, Applicant agrees as follows:

- A. Facility shall be installed in conformance with all items on approved plans, pertinent national codes/standards and the Riley County Highway Use Permit Requirements and Procedures. Any request for variance shall be an addendum to this application. Any utility sharing facilities with another entity is required to obtain a separate Highway Use Permit for their installation.
- B. A refundable deposit as specified in the Riley County Highway Use Permit Requirements and Procedures, made payable to Riley County, Kansas, shall accompany this application to guarantee satisfactory performance of the conditions of this permit.
- C. The County Engineer and/or the Township Trustee shall have the authority to require any needed repairs resulting from such construction in the road right-of-way for a period of one year from date of completed construction.
- D. In the event of road improvement or maintenance within the right-of-way, the applicant or its assigns will be responsible for the relocation of the facility at no cost to Riley County or the Township.
- E. Applicant shall notify the County Engineer at least 2 business days prior to the beginning of construction and upon completion of construction at 785-537-6330.
- F. It is understood, the work shall commence within three (3) months of the permit approval and be completed within thirty (30) days of the estimated duration of construction otherwise, the permit becomes null and void, unless an extension of time is approved.
- G. Applicant further represents it shall comply with and abide by any rule, regulation or condition of the permit made by the County Engineer and/or the Township Trustee.

Submitted by: _____

Submitter's Signature

8/9/2023

Date

Jared Hawkins TD Designer

Printed Name & Title

785-508-2788

Submitter's Telephone Number

Contractor Name

jared.hawkins@evergy.com

Submitter's Email Address

Contractor Telephone Number

8/21/2023

Proposed Date of Construction

60 days

Estimated Duration of Construction

RECOMMENDED BY: _____

Riley County Engineer

Permit granted this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

Chairperson

Page 1 of 2

OFFICE USE ONLY:

Application Fee: **\$100.00**\$1,000 Deposit _____ Bond ☒ Letter _____Receipt No. **03137** Date: **8-10-23**

Signature: _____

Attachment: 08.10.23_Evergy_Barton Rd from Falcon Rd to Walnut Ck Rd (13662 : Highway Use Permit)

Point 1
Change Dead End Clamps to Accommodate New 477ACSR Wire

Point 2
Change Wood Crossarm Out on Underbuid Modify LCS 6-2600
Bring Pole Top Pin Down to the Crossarm LCS: 6-2600

Point 3
Change Wood Crossarm Out on Underbuid Modify LCS 6-2600
Bring Pole Top Pin Down to the Crossarm LCS: 6-2600

Point 4
No Change

Point 5
Change Wood Crossarm Out on Underbuid Modify LCS 6-2600
Bring Pole Top Pin Down to the Crossarm LCS: 6-2600

Point 6
Change Wood Crossarm Out on Underbuid Modify LCS 6-2600
Bring Pole Top Pin Down to the Crossarm LCS: 6-2600

Point 7
Change Wood Crossarm Out on Underbuid Modify LCS 6-2600
Bring Pole Top Pin Down to the Crossarm LCS: 6-2600

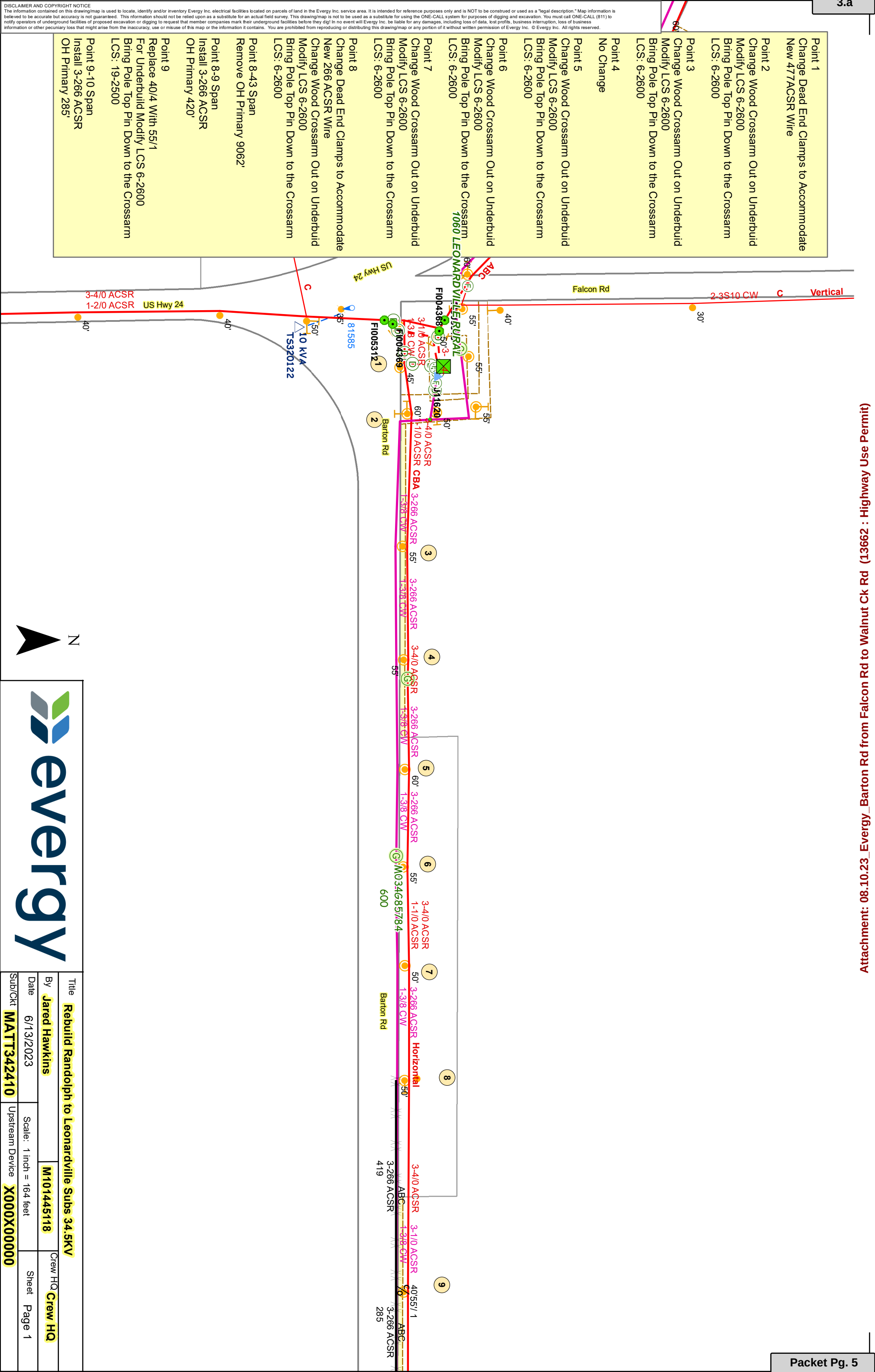
Point 8
Change Dead End Clamps to Accommodate New 266 ACSR Wire
Change Wood Crossarm Out on Underbuid Modify LCS 6-2600
Bring Pole Top Pin Down to the Crossarm LCS: 6-2600

Point 8-43 Span
Remove OH Primary 9062'

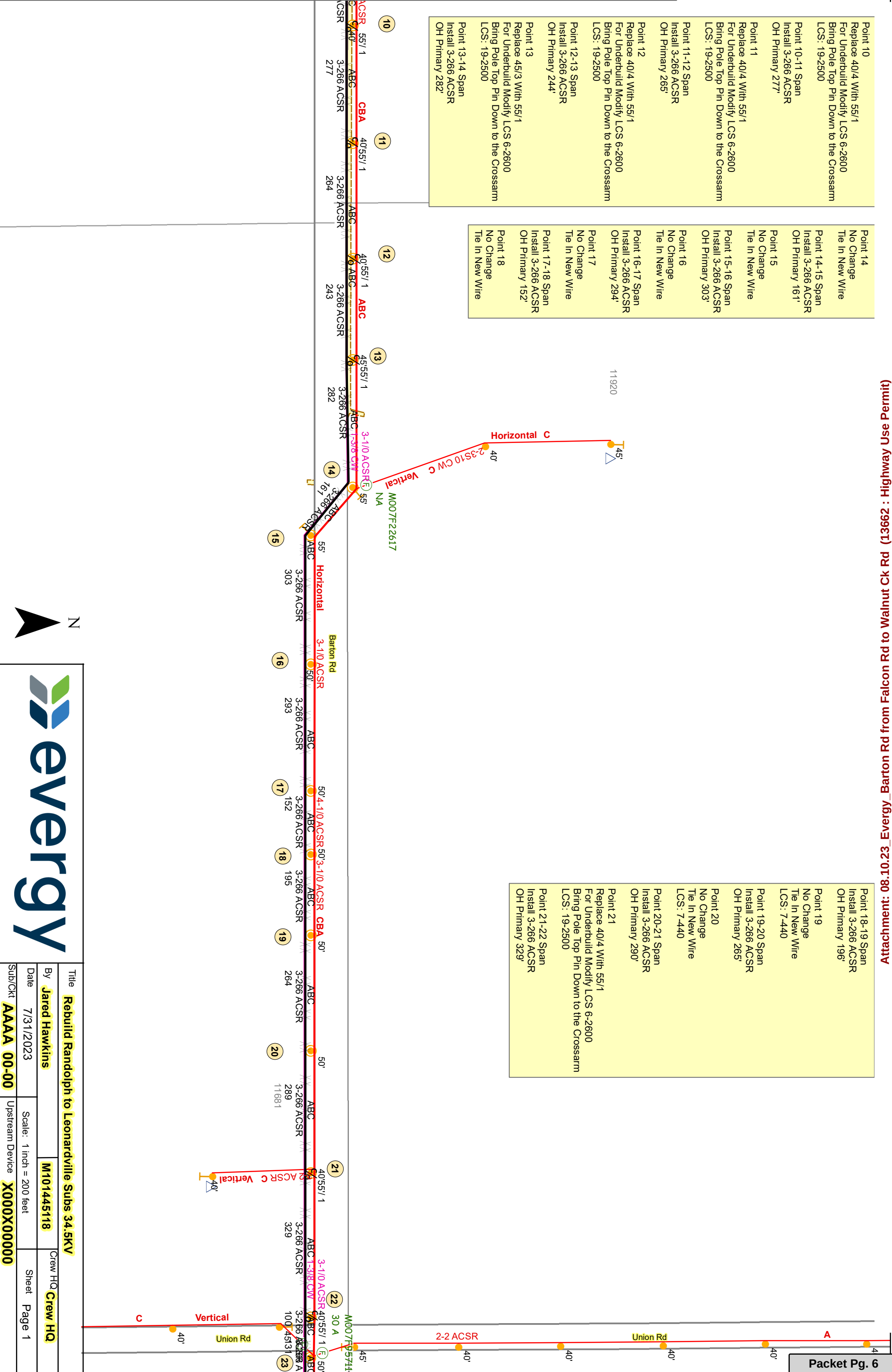
Point 8-9 Span
Install 3-266 ACSR
OH Primary 420'

Point 9
Replace 40/4 With 55/1
For Underbuid Modify LCS 6-2600
Bring Pole Top Pin Down to the Crossarm LCS: 19-2500

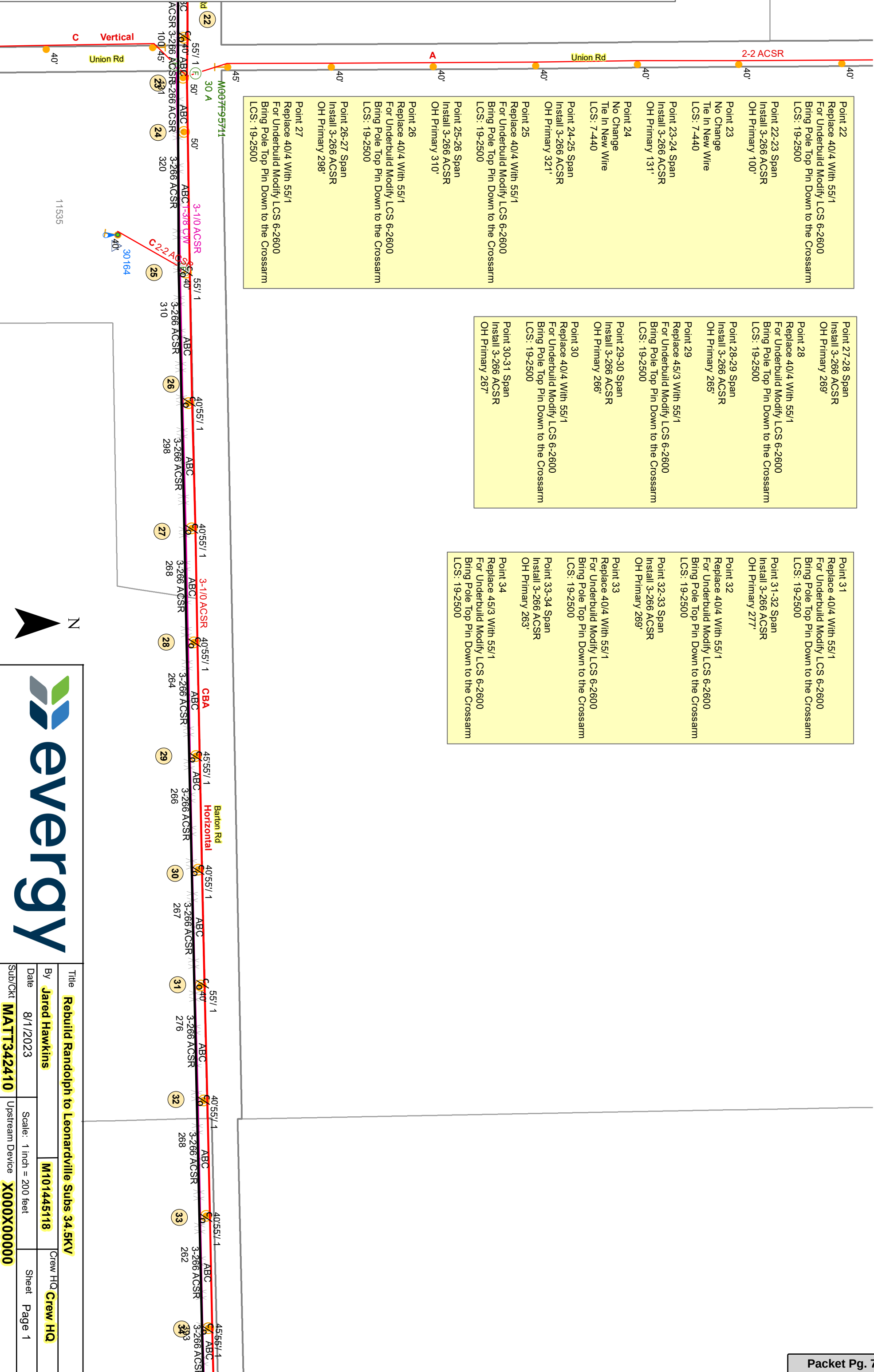
Point 9-10 Span
Install 3-266 ACSR
OH Primary 285'



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everyg

Title

Rebuild Randolph to Leonardville Subs 34.5KV

By

Jared Hawkins

Date

8/1/2023

SubCkt

MATT342410

Crew HQ

Crew HQ

Scale:

1 inch = 200 feet

Sheet

Page 1

Upstream Device

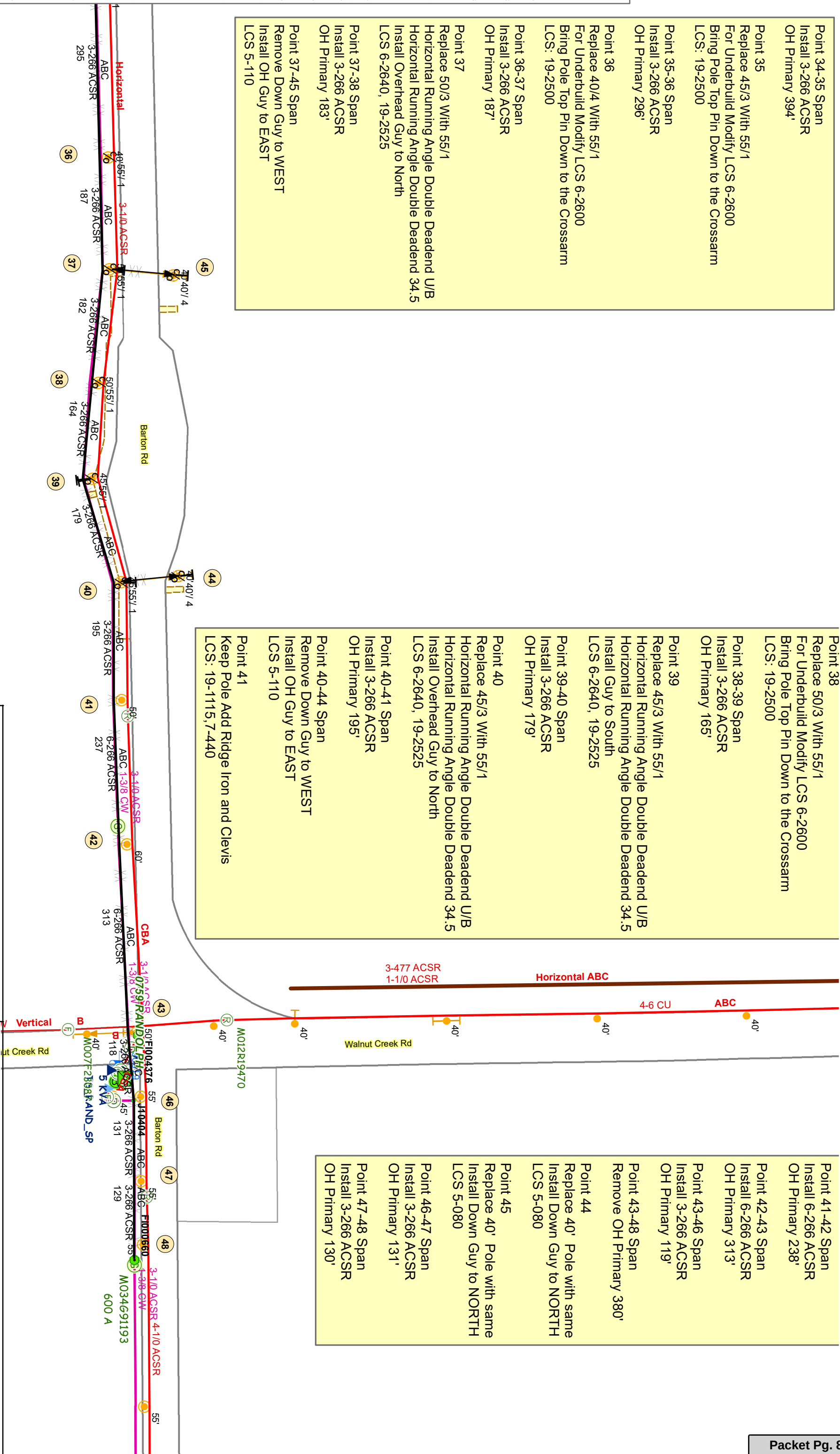
X000X00000

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Point 34-35 Span Install 3-266 ACSR OH Primary 394'	Point 35 Replace 45/3 With 55/1 For Underbuild Modify LCS 6-2600 Bring Pole Top Pin Down to the Crossarm LCS: 19-2500	Point 35-36 Span Install 3-266 ACSR OH Primary 296'	Point 36 Replace 40/4 With 55/1 For Underbuild Modify LCS 6-2600 Bring Pole Top Pin Down to the Crossarm LCS: 19-2500	Point 36-37 Span Install 3-266 ACSR OH Primary 187'	Point 37 Replace 50/3 With 55/1 Horizontal Running Angle Double Deadend U/B Horizontal Running Angle Double Deadend 34.5 Install Overhead Guy to North LCS 6-2640, 19-2525	Point 37-38 Span Install 3-266 ACSR OH Primary 183'	Point 37-45 Span Remove Down Guy to WEST Install OH Guy to EAST LCS 5-110
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Point 38	Replace 50/3 With 55/1 For Underbuild Modify LCS 6-2600 Bring Pole Top Pin Down to the Crossarm LCS: 19-2500
Point 38-39 Span	Install 3-266 ACSR OH Primary 165'
Point 39	Replace 45/3 With 55/1 Horizontal Running Angle Double Deadend U/B Horizontal Running Angle Double Deadend 34.5 Install Guy to South LCS 6-2640, 19-2525
Point 39-40 Span	Install 3-266 ACSR OH Primary 179'
Point 40	Replace 45/3 With 55/1 Horizontal Running Angle Double Deadend U/B Horizontal Running Angle Double Deadend 34.5 Install Overhead Guy to North LCS 6-2640, 19-2525
Point 40-41 Span	Install 3-266 ACSR OH Primary 195'
Point 40-44 Span	Remove Down Guy to WEST Install OH Guy to EAST LCS 5-110
Point 41	Keep Pole Add Ridge Iron and Clevis LCS: 19-1115,7-440

Point 41-42 Span Install 6-266 ACSR OH Primary 238'
Point 42-43 Span Install 6-266 ACSR OH Primary 313'
Point 43-46 Span Install 3-266 ACSR OH Primary 119'
Point 43-48 Span Remove OH Primary 380'
Point 44 Replace 40' Pole with same Install Down Guy to NORTH LCS 5-080
Point 45 Replace 40' Pole with same Install Down Guy to NORTH LCS 5-080
Point 46-47 Span Install 3-266 ACSR OH Primary 131'
Point 47-48 Span Install 3-266 ACSR OH Primary 130'



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Title			Rebuild Randolph to Leonardville Subs 34.5KV		
By		Jared Hawkins	M101445118		Crew HQ Crew HQ
Date		8/1/2023	Scale: 1 inch = 150 feet		Sheet Page 1
Sub/Ckt		MATT342410	Upstream Device		X000X00000



COUNTY CLERK & ELECTIONS
Boards

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

COMMISSION AGENDA REPORT

FROM: Cindy Kabriel, Senior Administrative Assistant

MEETING: August 17, 2023

SUBJECT: Advisory Board appointment letters and Resolution

PRESENTER: Cindy Kabriel, Senior Administrative Assistant

POSSIBLE MOTION(S)

Move to approve the following appointments and “Resolution No. 081723- , A Resolution appointing Riley County representatives to Council/Advisory Boards.”

Megan Dougherty Comm Dist 1	September 1, 2023- August 31, 2026	Food and Farm Council 3 year
Maureen Olewnik Comm Dist 1	September 1, 2023- August 31, 2026	Food and Farm Council 3 year
Andrea DeJesus Comm Dist 3	September 1, 2023- August 31, 2026	Food and Farm Council 3 year
Jack Platt Comm Dist 1		Solid Waste Management Committee
Torre Dunlea Comm Dist	August 17, 2023- December 31, 2025	Public Health Advisory Council

Enclosures:

- 08-17-23 board appointment information (PDF)

Cindy Kabriel

From: [REDACTED]
Sent: Wednesday, July 26, 2023 12:13 PM
To: Cindy Kabriel
Cc: 'Vickie James'
Subject: Reappointments to the Food and Farm Council

Good afternoon, Cindy. (Let me know if you need anything beyond what is below, please)

The Administrative Council and our liaison have met and reviewed our Food and Farm Council membership needs. Below are our recommendations to the County Commissioners.

We have one current member finishing her first three year term 8/31/2023 and she would like to be reappointed for another three year term. This member is one of our best, and brightest, Megan Dougherty, a Riley County Food and Nutrition Extension Specialist. Megan serves our Council in many capacities but one that is so critical to our work is she leads the Kitchen Restore program. Kitchen Restore accepts donated gently used kitchen wares from the community and creates "starter kits" for households in need. Our social service agency partners determine who needs kits and order from our program. In this way we are reducing land fill waste, recycling and repurposing kitchen wares plus filling a gap so that people have not only food but the kitchen items needed to store, prepare and consume the foods. Megan also helps create and implement many of our educational programs across the county. We welcome her back!

Two of our current members are finishing a partial first term (when we started with rolling term lengths so all did not roll off at the same time) and a three year second term 8/31/2023 and have requested to be reappointed again for another three year term. Those members are Maureen Olewnik and Andrea DeJesus. Maureen currently serves as our Council chair and has agreed to continue in that role into the next year. With me stepping back from so much of the coordination now, this is a very important role and having her agree to continue to serve as chair is very important to continuity. Maureen also is a significant part of our local farm efforts with food recovery as well as working on solid waste reduction projects. She has just recently retired from her position at Kansas State and continues to be a key link for us to the University. Maureen's background in the food industry, global food systems as well as small ag makes her a very valuable member of our Council.

Andrea DeJesus is the woman of many hats for sure! She is the owner of A&H Farms, as well as the Downtown Farmers Market of Manhattan Director. She is on the Administrative Council for the Food and Farm Council and gives us a wealth of knowledge, experience and time devoted to local farm needs as well as food recovery. Her grasp of economic impact of the food system on our community is great and she's one of our think tank folks as we continue to implement the Master Food Plan. The DFM just received a \$10,000 grant to evaluate and improve the Double Up Food Bucks program and that award is in part due to the work of the FFC and DFM in partnership. We look forward to helping guide that grant into implementation!

The Administrative Council and liaison fully support and recommend the reappointment of Megan Dougherty, Maureen Olewnik and Andrea DeJesus.

Thank you for continual support of the Food and Farm Council. If there are any questions, please let me know,

Attachment: 08-17-23 board appointment information (13661 : Advisory Board Appointments)

Vickie

Vickie L. James, RDN, LD
Food and Farm Council of Riley County and City of Manhattan, KS. Coordinator
C.H.A.N.G.E. 4Good Healthy Eating/Active Living Specialist
620-397-3901


rileycountyfoodandfarmcouncil@gmail.com
<https://nourishtogether.org>

Attachment: 08-17-23 board appointment information (13661 : Advisory Board Appointments)

Name of Council/Board Member: Megan Dougherty

Board: Food and Farm Council

Date of Term Expiration: August 31, 2023

Council/Board Member: Please check the following applicable boxes regarding your interest in serving another term on the Council/Board. Please sign the form and return it as soon as possible in the stamped envelope enclosed.



I am interested in serving another term.



I am not interested in serving another term.



I am not eligible to serve another term.



I am interested in serving on a different council, board or committee. Please send me an interest form/application.

Signed:

Megan Dougherty
Council/Board Member

8/2/23
Date

Attachment: 08-17-23 board appointment information (13661 : Advisory Board Appointments)



BOARD OF COMMISSIONERS

4.a

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

August 17, 2023

Megan Dougherty
110 Courthouse Plaza
Manhattan, KS 66502

Dear Megan:

This is to confirm your appointment to the Food and Farm Council. We greatly appreciate your willingness to serve on this Council/Board and know that the Food and Farm Council will benefit from your contribution. Your term appointment is through August 31, 2026.

Sincerely,

Riley County Board of County Commissioners

Chair

Member

Member

Attachment: 08-17-23 board appointment information (13661 : Advisory Board Appointments)

FILED

2023 AUG -3 AM 11:42

COUNTY CLERK
WILEY COUNTY, KANSAS**Name of Council/Board Member:** Maureen Olewnik**Board:** Food and Farm Council**Date of Term Expiration:** August 31, 2023

Council/Board Member: Please check the following applicable boxes regarding your interest in serving another term on the Council/Board. Please sign the form and return it as soon as possible in the stamped envelope enclosed.



I am interested in serving another term.



I am not interested in serving another term.



I am not eligible to serve another term.



I am interested in serving on a different council, board or committee. Please send me an interest form/application.

Signed:

Maureen C. Olewnik
Council/Board Member

7/29/2023
Date

Attachment: 08-17-23 board appointment information (13661 : Advisory Board Appointments)



BOARD OF COMMISSIONERS

4.a

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

August 17, 2023

Maureen Olewnik
5011 McDowell Creek Road
Manhattan, KS 66502

Dear Maureen:

This is to confirm your appointment to the Food and Farm Council. We greatly appreciate your willingness to serve on this Council/Board and know that the Food and Farm Council will benefit from your contribution. Your term appointment is through August 31, 2026.

Sincerely,

Riley County Board of County Commissioners

Chair

Member

Member

Attachment: 08-17-23 board appointment information (13661 : Advisory Board Appointments)

Name of Council/Board Member: Andrea DeJesus

Board: Food and Farm Council

Date of Term Expiration: August 31, 2023

Council/Board Member: Please check the following applicable boxes regarding your interest in serving another term on the Council/Board. Please sign the form and return it as soon as possible in the stamped envelope enclosed.



I am interested in serving another term.



I am not interested in serving another term.



I am not eligible to serve another term.



I am interested in serving on a different council, board or committee. Please send me an interest form/application.

Signed:

A. DeJesus
Council/Board Member

8/7/23
Date



BOARD OF COMMISSIONERS

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

August 17, 2023

Andrea DeJesus
1374 Collins Lane
Manhattan, KS 66502

Dear Andrea:

This is to confirm your appointment to the Food and Farm Council. We greatly appreciate your willingness to serve on this Council/Board and know that the Food and Farm Council will benefit from your contribution. Your term appointment is through August 31, 2026.

Sincerely,

Riley County Board of County Commissioners

Chair

Member

Member

Cindy Kabriel

From: Amanda Webb
Sent: Friday, July 14, 2023 8:52 AM
To: Cindy Kabriel
Cc: Lisa Daily
Subject: SWMC appointment
Attachments: Platt_SWMC.pdf

Good morning, Cindy.

Please see attached Jack Platt's application for the Solid Waste Management Committee. I recommend he be appointed, and he will be an "other/members at large" representative.

Thank you!

-Amanda

Amanda Webb

Director
Riley County Planning & Development
110 Courthouse Plaza
Manhattan, KS 66502
Email: awebb@rileycountyks.gov
Phone: (785) 537-6332

Attachment: 08-17-23 board appointment information (13661 : Advisory Board Appointments)



**RILEY COUNTY
APPLICATION FOR SERVING
ON A COUNTY ADVISORY COUNCIL/BOARD**

Name JACK PLATT Date 4/24/23
 Address 2031 CASEMENT RD. MANHATTAN, KS 66502
 Telephone 785-477-2620 (Home) 785-473-6978 (Work) Occupation ASSISTANT DIRECTOR OF MAINTENANCE & FACILITIES
 e-mail address: Jackp@USD383.ORG

Following is a list of current County Advisory Council/Boards. Please use a separate application for each council/board for which you would like to be considered. If you have any questions or need additional information about the specific group(s) you are interested in, please contact the County Clerk's Office (565-6202).

- | | |
|---|--|
| ☐ Armed Forces Memorial Committee Board | ☐ Museum Board of Trustees |
| ☐ Big Lakes Developmental Center Board | ☐ North Central-Flint Hills Area Agency on Aging Advisory Board |
| ☐ Fair Board | ☐ Pawnee Mental Health Services Board |
| ☐ Food and Farm Council | ☐ Riley County Council on Aging Advisory Board |
| ☐ Hunters Island Water District Advisory Board | ☐ Riley County Parks Board |
| ☐ Joint Corrections Advisory Board | ☐ Riley County Planning Board/Board of Zoning Appeals |
| ☐ Judicial Nominating Commission—21st | ☐ Riley County Public Health Council |
| ☐ Law Enforcement Agency Board | ☐ Road and Bridge Advisory Board |
| ☐ Manhattan Urban Area Planning Board | ☐ Rural Economic Development Advisory Board |
| | ☒ Solid Waste Management Committee |

Please state why you are interested in serving on this council/board and indicate what training and expertise you would bring to this council/board (please use additional pages as needed).

I FEEL IT IS IMPORTANT FOR INTER-GOVERNMENTAL RELATIONS AND COMMUNICATION TO SERVE ON THIS COMMITTEE. I HAVE EIGHTEEN YEARS EXPERIENCE WITH FACILITIES AND MAINTENANCE FOR USD 383.

Please provide references: (Name, address and phone number)

MATT DAVIS 2031 CASEMENT RD. MANHATTAN, KS 66502
 TROY SEIRRA 2031 CASEMENT RD. MANHATTAN, KS 66502

Signature Jack Platt

When an opening on a council/board occurs, the Riley County Commissioners will review the applications on file. If your application is selected, you will be contacted to confirm that you are still interested in serving on this council/board before an appointment is made. All applications will remain on file for three years.

Please return this application (interested or not) to:
 County Clerk's Office, 110 Courthouse Plaza, Manhattan, Kansas 66502
 THANK YOU FOR YOUR INTEREST IN SERVING RILEY COUNTY

Attachment: 08-17-23 board appointment information (13661 : Advisory Board Appointments)



BOARD OF COMMISSIONERS

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

August 17, 2023

Jack Platt
2031 Casement Road
Manhattan, KS 66502

Dear Jack:

This is to confirm your appointment to the Solid Waste Management Committee. We greatly appreciate your willingness to serve on this Council/Board and know that the Solid Waste Management Committee will benefit from your contribution.

Sincerely,

Riley County Board of County Commissioners

Chair

Member

Member

Attachment: 08-17-23 board appointment information (13661 : Advisory Board Appointments)

Cindy Kabriel

Subject: FW: Online Form Submittal: Advisory Council/Board Application Form

From: Tasha R. Drake

Sent: Friday, July 28, 2023 12:33 PM

To: Cindy Kabriel

Cc: Julie Gibbs

Subject: RE: Online Form Submittal: Advisory Council/Board Application Form

PHAC voted Torre D on as an alternate for Matt Rutkowski they would like to appoint her to the one position just in case Matthew has to leave due to his active duty status or if he is unable to make it for any reason.

Tasha R. Drake

Administrative Assistant II
Riley County Health Department
2030 Tecumseh Rd.
Manhattan, KS 66502
Phone: 785.776.4779 Ext. 7622

Advisory Council/Board Application Form

Personal Information

RILEY COUNTY APPLICATION FOR SERVING ON A COUNTY ADVISORY COUNCIL/BOARD

Following is a list of current County Advisory Council/Boards. If you have any questions or need additional information about the specific group(s) you are interested in, please contact the County Clerk's Office (565-6202).

Select the Board, Commission, or Committee applying for Riley County Public Health Council

PERSONAL INFORMATION

First Name	Torre
Last Name	Dunlea
Address1	7665 Normandy ave
Address2	Field not completed.

Attachment: 08-17-23 board appointment information (13661 : Advisory Board Appointments)

City	Fort Riley
State	KS
Zip	66442
Phone Number	7852394048
Business Address	<i>Field not completed.</i>
Business Phone Number	<i>Field not completed.</i>
Occupation	Epidemiology Tech
Email Address	<u>torre.e.dunlea.civ@health.mil</u>
Statement of Interest	I am currently the epidemiology tech at the Fort Riley Department of Public Health. The DPH feels it is important to keep an open line of communication between Fort Riley and Community Stakeholders.

References

REFERENCES

Please submit at least one reference.

Reference Name	Juantia Stephens
Reference Phone Number	7852397386
Reference Email Address	<u>juanita.a.stephens2.civ@health.mil</u>
Relationship	Colleague

(Section Break)

Reference Name	<i>Field not completed.</i>
Reference Phone Number	<i>Field not completed.</i>
Reference Email Address	<i>Field not completed.</i>
Relationship	<i>Field not completed.</i>

(Section Break)

Reference Name	<i>Field not completed.</i>
Reference Phone Number	<i>Field not completed.</i>

Reference Email Address *Field not completed.*

Relationship *Field not completed.*

Sign and Submit

Type Your Name Torre Dunlea

Thank you for your interest in serving Riley County

When an opening on a council/board occurs, the Riley County Commissioners will review the applications on file. If your application is selected, you will be contacted to confirm that you are still interested in serving on this council/board before an appointment is made.

All applications will remain on file for three years.

Questions?

Please contact the County Clerk's Office during regular business hours.

Phone: (785) 565-6200

Address: 110 Courthouse Plaza, Manhattan, Kansas 66502

Email not displaying correctly? [View it in your browser.](#)



BOARD OF COMMISSIONERS

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

August 17, 2023

Torre Dunlea
7665 Normandy Avenue
Fort Riley, KS 66442

Dear Torre:

This is to confirm your appointment to the Riley County Public Health Council as an Alternate for Matthew Rutkowski. We greatly appreciate your willingness to serve on this Council/Board and know that the Riley County Public Health Council will benefit from your contribution. Your term appointment is through December 31, 2025.

Sincerely,

Riley County Board of County Commissioners

Chair

Member

Member

RESOLUTION NO. 081723-**A RESOLUTION APPOINTING RILEY COUNTY REPRESENTATIVES TO
ADVISORY BOARDS**

WHEREAS, Riley County has positions available to be filled on various boards; and

WHEREAS, the following positions are open and the county residents listed below are eligible and have indicated a willingness to serve; and

WHEREAS, the Board of Commissioners of Riley County, Kansas, desire to appoint these county residents to the boards and for the terms as indicated below:

Megan Dougherty Comm Dist 1	September 1, 2023- August 31, 2026	Food and Farm Council 3 year
Maureen Olewnik Comm Dist 1	September 1, 2023- August 31, 2026	Food and Farm Council 3 year
Andrea DeJesus Comm Dist 3	September 1, 2023- August 31, 2026	Food and Farm Council 3 year
Jack Platt Comm Dist 1		Solid Waste Management Committee
Torre Dunlea Comm Dist	August 17, 2023- December 31, 2025	Public Health Advisory Council

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Riley County, Kansas, that the above referenced county residents are hereby appointed to the various county boards for the designated period of time.

ADOPTED this 17th day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

CHAIR

MEMBER

MEMBER

ATTEST:

RICH VARGO
Riley County Clerk



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Agreement

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 17, 2023

SUBJECT: Agreement for Operation of the Riley County Transfer Station

PRESENTER: Clancy Holeman, Riley County Counselor

POSSIBLE MOTION(S)

1. "Move to approve the agreement as written."
2. "Move to deny the agreement as written."
3. "Move to approve the agreement after the following changes are made..."

Enclosures:

- Agreement for Operation of the Riley County Transfer Station (PDF)

AGREEMENT FOR OPERATION OF THE RILEY COUNTY TRANSFER STATION

THIS AGREEMENT is entered into on this 1st day of _____ 2023, between the Board of County Commissioners of Riley County, Kansas, with principal offices at 110 Courthouse Plaza, Manhattan, Kansas 66502 ("County"), and Hamm, Inc. (Operator) with its principal offices located at 609 Perry Place, Perry, Kansas 66073.

Recitals. County desires to have Operator operate County's transfer station. Operator agrees to operate the transfer station for County under the terms and conditions of this agreement.

WHEREAS, the Operator owns and operates a solid waste disposal area in Jefferson County, KS ("Landfill"), for which the Operator has been issued Permit No. 394 by the Kansas Secretary of Health and Environment; and

WHEREAS, the Operator is the sole owner of the real property on which the Landfill is located; and

WHEREAS, the Operator is in the business of transfer station operation, transporting, and disposal of non-hazardous solid waste; and

WHEREAS, the County is in the business of operating a permitted non-hazardous solid waste transfer station in Manhattan, KS ("Transfer Station") and contracting for the final disposal of non-hazardous waste; and

WHEREAS, the County desires to obtain a qualified Operator for Transfer Station operation, transportation, and an assured solid waste disposal area for certain volumes of the solid waste it collects; and

WHEREAS, the transfer station is supported primarily by user fees. Those user fees, not property tax, are the sole source of compensation hereunder to Operator; and

WHEREAS, the respective risks of the Operator and County are fairly apportioned herein.

IN CONSIDERATION OF MUTUAL PROMISES SET FORTH HEREIN, it is agreed by and between County and Operator as follows:

1. **Description of Work.** The work to be performed by Operator is as follows:
 - a) Operate the County's transfer station in compliance with the conditions set out in this Agreement.
 - b) Provide for the disposal of County's municipal solid waste (MSW) as set forth herein.
 - c) Provide all labor, equipment and maintenance of furnished equipment necessary to perform under this Agreement, and comply with all, present and future, state, federal or other government regulations.
 - d) Perform such other duties or obligations as are implied by the terms of this Agreement.

2. **Gatehouse.** The County shall be responsible for the following:

- a) Provide all employees, equipment, and vehicles necessary for the operation of the Transfer Station gatehouse and ground maintenance. County agrees to maintain Transfer Station building structure, siding, pavement, hopper/pit area, material handler, and scales. The County shall be responsible for all repairs to the structure of the Transfer Station. The Operator shall be responsible for repairs due to acts of negligence of the Operator or the Operator's employees. Ordinary wear and tear on County's equipment and structure is the responsibility of the County.

The County shall be responsible for the maintenance of all electric lines past the electric meter. Transfer Station grounds and roads/parking areas shall be maintained by the County.

- b) The Operator shall not bear responsibility for reduced production due to County maintenance or repairs on the County equipment or facilities. But optional maintenance or repairs made for the convenience of or at the request of Operator shall not shift to the County responsibility for reduced production. The County shall only be responsible for satisfactorily documented additional costs directly incurred by the Operator as a result of this maintenance or repair.
- c) County shall collect all user fees at the transfer station gatehouse. User fees shall be determined solely by the County Commissioners of Riley County, Kansas.

3. **Equipment and Transfer Station Facility.** The transfer facility is owned by Riley County and ready for operation on the date of this contract. All transfer station facilities are located at 1881 Henton Road, Manhattan, Kansas. Riley County, at its expense, shall provide and maintain the transfer station, material handler, and shall provide and maintain the weigh scales. The County also agrees to be responsible for all damage to the transfer station except to the extent caused by the negligence or willful misconduct of the Operator or Operator's employees or agents.

The County and Operator desire to prevent expense for any direct, incidental, consequential or other damage (but not wear caused through normal usage) to the Contractor's trailers occurring at County's transfer facility or in transit to and disposal at the landfill resulting from (a) the tendering to the Contractor of any Unacceptable Waste (as defined in Paragraph 4), provided such damage did not occur because a damaged trailer was not removed by Operator from the transfer station building as provided herein, or the tipping floor was not cleared as provided herein.

Weigh scales shall be calibrated according to Kansas weights and measures requirements by the County. Absent scales at the Transfer Station, all trailers shall be weighed at the Landfill by N.R. Hamm, Inc. The parties agree the weights computed at the Landfill shall be conclusive if the scales have been calibrated within the immediately preceding 12 months. Upon request by the County, the Operator will provide documentation of calibration.

The Operator shall further be responsible for all maintenance and the purchase of all parts for vendor equipment used in fulfilling the terms of Contract.

4. **Waste.** Operator, at its expense, shall be responsible for providing all employees, material, equipment and vehicles necessary for the operation of the transfer station, for the transportation of solid waste from the transfer station to the disposal site, and for final disposal or handling through appropriate recycling and resource conservation and recovery practice.

Subject to terms and conditions of this Agreement, the Operator agrees to transport from the County's Transfer Station and dispose of at the Landfill, only municipal solid waste (MSW). MSW is non-hazardous "Solid Waste", as it is defined in the Kansas Regulations and generated in a personal residence or commercial business, provided MSW shall not include any Unacceptable Waste defined as (a) hazardous waste under the Resource Conservation and Recovery Act, 42 U.S.C.A. §§ 6901 et seq, or its implementing regulations, 40 C.F.R. part 261, ("RCRA") (including Kansas counterparts); (b) any waste, including without limitation, lithium-ion batteries (including devices containing such batteries), that when transferred, transported, processed or disposed of may, because of its chemical or physical characteristics, heat up, ignite, explode, react, spark or create conditions leading to smoke, fire, explosion or other chemical reaction regardless of whether such material constitutes regulated hazardous waste and regardless of whether the generator is a household, very small quantity generator, or small quantity generator as those terms are defined in RCRA; and (c) sludges, liquid, semi-solid, or special waste.

Industrial waste will be reviewed on a case-by-case basis for disposal acceptance as determined by Operator.

5. **Zoning, Permits, Transportation, Disposal.** Zoning approval and permits for the operation of the Transfer Station have been obtained by County. The County will take all steps necessary to update, renew, or continue in effect all applicable zoning authorization and county, state, and federal permits incidental to the services to be provided by the Operator at the Transfer Station.

The Transfer Station and disposal facility must be maintained and operated in accordance with all federal, state, and local laws, regulations and codes, including those regulating the environment and including any applicable provisions contained in or resulting from Subtitle D of the Resource Conservation and Recovery Act, any amendments thereto, and any and all present or future federal, state or local laws and regulations.

Riley County will be responsible for obtaining permits and approvals for operation of the Transfer Station. The Operator will provide any required bonding, insurance or trust funds. The Operator shall warrant and guarantee all MSW handled at the Transfer Station pursuant to this contract will be transported to and disposed of at a KDHE permitted MSW disposal facility or handled through appropriate recycling and resource conservation and recovery practices, or a combination of all of these waste management strategies.

For the purposes of this Agreement, the term "regulatory change," shall mean any change after July 1, 2023, in any applicable state, federal or local regulations, taxes, tariffs, fees, surcharges or other charges imposed by legislation or governmental

regulations upon the processing, transportation or disposal of Solid Waste or written interpretations, directives or requests thereof or thereunder (whether or not having force of law), by any court or governmental authority charged with the interpretation or administration thereof. If, as a result of a regulatory change, the cost to the Operator for performing its obligations under this Agreement is increased in an extreme amount, the County shall meet with the Operator, within 60 calendar days upon Operator's written request sent by certified mail, return receipt requested, and discuss reimbursement of such actual extreme additional cost in an agreed upon manner and time. The Operator shall notify the County as promptly as practicable of any such event occurring after July 1, 2023, which it believes entitles N. R. Hamm Quarry, Inc. to additional compensation pursuant to the paragraph. The Operator shall furnish the County with a written statement setting forth the basis and amount of each such request and provide detail of the proportionate share to be paid by all others contributing to Operator's total waste stream, because of such event. Such request may be of a continuing nature.

As a material inducement to enter into this agreement, the Operator hereby represents and warrants to County, to the best of its knowledge, the Operator is in compliance with all Requirements of Law. For purposes of this Agreement, as to the Operator, "Requirements of Law" shall mean all laws, rules, regulations, ordinances, orders, judgments, or decrees applicable to the Operator's Landfill business, including but not limited to, all jurisdictions in which the Operator is doing business, including without limitation, the federal Resource Conservation and Recovery Act, the federal Comprehensive Environmental Responses, Compensation and Liability Act, the federal Clean Water Act, the federal Clean Air Act, and the federal Occupational Safety and Health Act.

As a material inducement to the Operator to enter into this Agreement, County hereby represents and warrants to Operator to the best of its knowledge, the County is in compliance with all Requirements of Law. For purposes of this Agreement, "Requirements of Law" shall mean all laws, rules, regulations, ordinances, orders, judgments, or decrees applicable to County or its business, including but not limited to, all environmental, health, and safety laws and regulations in all jurisdictions in which County is doing business, including without limitation, the federal Resource Conservation and Recovery Act, the federal Comprehensive Environmental Response, Compensation and Liability Act, the federal Clean Water Act, the federal Clean Air Act, and the federal Occupational Safety and Health Act. Zoning approval and permits for the operation of the Transfer Station shall be maintained by the County.

County has taken reasonable efforts to allow only non-hazardous MSW as defined herein at the Transfer Station which the Operator may properly dispose of under the terms of the Operator's permit and this agreement. County represents and warrants that it has taken all reasonable steps (such as the development and use of customer leaflets and stickers for waste containers) to discourage the discarding of Unacceptable Waste and to deter Unacceptable Waste from being tendered to the Transfer Station facility. Operator agrees to continue supporting the County in its development of customer leaflets and stickers and in its efforts to encourage the appropriate disposal of Unacceptable Waste.

6. **Environmental Financial Assurance.** The environmental financial assurance mechanism shall provide coverage for any costs, liabilities and claims set forth herein during the period the Operator is providing the services set forth in this agreement. This environmental financial assurance mechanism shall be in the form of an environmental

7. **Fees, Payment, and Billing.** The Operator shall invoice the County weekly or monthly and shall be compensated on a monthly basis with payments to be made on the day the County normally pays its accounts payable for the month in such amounts as may be lawfully made with funds generated from the user fees collected by County. Claims will be paid monthly as provided in Section 8 provided the claim amounts are verified by the County.

8. **Compensation.** Operator is currently compensated at the rate of \$53.07 per ton of MSW. Price shall be increased by a Cost-of-Living Adjustment (COLA) on July 1st of each year. Starting in July 2024, the base price per ton shall be increased each July 1st, during the term of this agreement according to a COLA adjustment determined by use of a blended COLA from three CPI indices more reflective of actual costs in the waste hauling and disposal industry, created as follows: 30%--Consumer Price Index for all Urban Consumers: All Items in U.S. City Average (CPIAUCSL); 40%--Employment Cost Index: Total compensation for Price industry workers in Administrative and support and waste management and remediation services (CIU2015600000000I); 30%--Employment Cost Index: Total compensation for Private Industry workers in Transportation and material moving (CIU2010000520000I). That blended COLA shall be used by multiplying the base price/ton for the prior year times one (1) plus the percentage by which the Consumer Price Index for those blended indices has increased from the previous year. During the term of this Agreement, any base price per ton increase due the Operator by this section 8 shall be no less than 2 ½% above the immediately preceding year's base price per ton, and no more than 6% above the immediately preceding year's base price per ton. The blended COLA will be subject to review by the parties every two years from the date of execution of this Agreement.

The Operator shall pay the State of Kansas tipping fee surcharge currently set at \$1.00 per ton, and the Jefferson County surcharge for landfill entry road maintenance currently set at \$0.15 per ton. If the Kansas legislature or the Jefferson County Commission adjust these surcharges up or down the Operator shall adjust the price per ton payable by the Operator, accordingly. The Operator shall include this surcharge in the above referenced rate.

5

payment date on that schedule shall be paid in full by County no later than the 15th day of the following month provided the invoice amounts are verified by the County.

Both parties acknowledge the County has a vested interest in owning and operating a viable transfer station and the Operator shall make significant capital investments to honor this agreement according to tonnage information provided by the County.

9. **Insurance.** The Operator shall provide comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) as to accidental loss, injury, or damage at the transfer station facility; in the operation of vehicles utilized by the Operator in the performance of this contract; in the operation of the disposal facility (if applicable). Workers' Compensation coverage shall be provided with statutory limits.

The operator shall provide environmental impairment liability insurance in an amount not less than \$2,000,000.00 aggregate and \$1,000,000.00 per occurrence each year of operation of the transfer station.

10. **Performance Bond.** The contract shall provide a performance bond with a surety licensed to do business in the State of Kansas in the sum of Five Hundred Thousand Dollars (\$500,000.00). This performance bond shall guarantee Operator's performance and completion of the tasks described in this contract.

11. **Indemnification**

- (a) County agrees to be responsible for, indemnify, defend and hold harmless the Operator for all claims, demands, liabilities, penalties, fines, damages, causes of action (together, "claims"), including claims for personal injury, death or loss or damage to property, or environmental harm, as well as costs and expenses incidental thereto (including reasonable attorney fees), whether made by a third party or by Operator, arising from (1) the County's breach of this Agreement; or (2) the negligence or willful misconduct of the County (including its agents). County is not responsible to the Operator for any such claims or damages due to the negligence or willful misconduct of third parties.
- (b) Operator agrees to be responsible for, indemnify, defend and hold harmless the County for all claims, demands, liabilities, penalties, fines, damages, causes of action (together "claims"), including claims for personal injury, death or loss or damage to property, or environmental harm, as well as costs and expenses incidental thereto (including reasonable attorney fees), whether made by a third party or by the County, arising from (1) the Operator's breach of this Agreement; or (2) the negligence or willful misconduct of the Operator (including its agents.) Operator is not responsible to the County for any such claims or damages due to the negligence or willful misconduct of third parties.

12. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties hereto. No terms, conditions, prior course of dealings or agreements purporting to modify or vary this Agreement shall be effective unless in writing and signed by the parties. This agreement may be amended only by an agreement in writing executed by the hereto parties.

Neither N.R. Hamm Quarry, Inc. nor County may transfer, pledge, or assign this

Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

13. **Duration.** The term of this Agreement shall be for a period of 3 years beginning _____, 2023 (See Item No. 4 of the Contractual Provisions Attachment). This Agreement shall automatically renew for a 3 year term unless either party notifies the other party in writing at least 180 calendar days from the end of the current term they do not wish to allow renewal.

14. **Default.** Failure by either party to comply with its obligations under the Agreement shall constitute a default.

Either party shall have thirty (30) days to correct a material breach of the terms of this Agreement, provided however, if the breach is by Operator and affects the efficient operation of the facility or in any way is or appears to be detrimental to the health or safety of any person or of the community at large, or results in a violation of any government regulation, County shall have the right, along with all other rights County may have under the law, to take immediate possession of the facility and prevent Operator from continuing under this Agreement.

15. **Collection and Hauling.** All solid waste, whether MSW, industrial waste or yard waste the Operator may collect and haul in the community shall be disposed of at the Riley County transfer station. Disposal of any such solid waste or MSW the Operator collects in the community in a transfer station other than the Riley County transfer station will be deemed to be a breach of this agreement.

The term "the community" shall mean all of Riley County as defined in the Kansas Statutes and mapped by the Kansas Department of Transportation.

16. **Operations.** The Operator shall exercise all reasonable care and diligence in collecting, loading and transferring refuse from the transfer station facility. The Operator is responsible for removal of all spilled refuse regardless of cause or location of the spillage. This shall include general clean up of the tipping floor and the transfer building particularly the transfer station trailer bay area. Additionally, the Operator shall be responsible for the removal of blown trash in the transfer station building area including the fences.

Riley County will implement a fuel surcharge to be added to or deducted from the monthly disposal cost when the cost of diesel fuel is higher or lower than \$3.75/gal as posted for the Midwest from the Energy Information Administration of the U.S. Department of Energy. The fuel surcharge will be calculated as follows:

Base Diesel Fuel Price: \$3.75/gal

Basis of Future Price: Average monthly price for Midwest as posted from the Energy Information Administration of the U.S. Department of Energy.

Basis of Fuel Consumption: 5.5 miles/gal

Monthly Fuel Surcharge = (no. of trips) (144 round trip miles) (Avg. Monthly price - \$3.75/gal) 5.5 miles/gal

This fee will be calculated by the Operator and added to or subtracted from the monthly billing.

It is agreed between the parties, the base price and modifiers set forth herein are based upon N.R. Hamm Quarry, Inc. utilizing US-24 highway as the primary route for transportation of the County solid waste.

17. **Days and Hours of Operation.** The transfer facility shall receive MSW Monday through Saturday from 7:00 a.m. to 5:00 p.m. The transfer station shall be closed to receiving waste only on the following days: all Sundays; Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve Afternoon, Christmas Day, and New Year's Day. When any of the above holidays occur on a Sunday, the Transfer Station will be closed the following Monday. Maintenance and repairs at the transfer station shall not interrupt the delivery of waste to the transfer station unless approved in advance by the County and should be performed at other than regular business hours, if required to not interrupt delivery of waste.

In the event the County decides to provide county residents a day, week or month to dispose MSW, including bulk MSW, at the Transfer Station free of charge or at reduced rates, County shall provide Operator sixty (60) days' notice prior to such period so that scheduling of additional transport equipment can be arranged to avoid MWS build up in the Transfer Station.

The parties recognize that if County closes the transfer station at noon on Saturdays for the remaining term of the Agreement, that results in cost savings to Operator for reduced Overtime, compensation to its employees, fuel and other operating costs. If County, in its sole discretion, closes the transfer station at noon on Saturdays for the remaining term of the Agreement, Operator shall share that cost saving with County by reducing Operator's rate of compensation per ton described at paragraph 8 of this Agreement by .35/per ton of MSW.

18. **Access.** County will provide and maintain a suitable route to the transfer facility on those existing roads which the County has authority to maintain and repair.
19. **Utilities.** The County shall provide the lighting as a portion of the transfer facility property to ensure the safety and security of the operation of the facility and County shall be responsible for all maintenance and utility expenses incurred for this lighting. The Operator will notify the County of any needed replacement or maintenance to the lighting.

Riley County will be responsible for the cost of all electrical power utilized in the operation of the transfer facility.

Cellular towers are in the area. Operator is solely responsible for payment of cell service for Operator's use at the Transfer Station building.

Potable water and sanitary sewer is available at the transfer station both supplied by the City of Manhattan. The County shall be responsible for the cost of water and wastewater utilized in the operation of the transfer facility.

20. **Verbal Agreements.** No verbal agreement or conversation with any official, officer, agent, or employee of the County shall affect or modify any of the terms or obligations contained in this Contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way be binding upon Riley County.
21. **MSW Transport.** The Operator shall provide and maintain during the entire period of this Contract, a fleet of trucks and trailers sufficient in number and capacity to efficiently perform the work and render the services required by this Contract. All of Operator's trailers shall be removed from the transfer station building and the tipping floor cleared by close of the transfer station each day. If a trailer owned by Operator and used pursuant to this Agreement was damaged or destroyed by a fire, the parties shall meet within 60 calendar days of the written request of either party, sent by certified mail, return receipt requested, to discuss and determine whether it is reasonable to conclude such fire was caused by lithium ion batteries within the MSW which Operator loaded into that trailer at County's transfer station. Operator assumes sole liability for damage or loss to any trailer left in the transfer station building in violation of the terms of Section 21. Such damage or loss shall include, but not be limited to all "unacceptable waste" as defined within this agreement, including but not limited to lithium-ion batteries.

If the parties have met and found it is reasonable to conclude a trailer owned by Operator and used pursuant to this Agreement was damaged or destroyed by a fire caused by lithium ion batteries which were placed within that trailer at County's transfer station and Operator has complied with its responsibilities in this Section 21 regarding removal of that trailer from County's transfer station building and clearing County's transfer station tipping floor, County and Operator shall meet and agree upon imposition of a temporary monthly surcharge sufficient to either pay for repair of that damaged trailer or for the depreciated replacement value of that destroyed trailer, whichever amount is less. That agreed temporary monthly surcharge is not subject to increase or decrease by the blended COLA described in Section 8 of this Agreement.

Should the Operator be unable to provide adequate trucks and trailers, or employees and/or staff in sufficient numbers to maintain scheduled transfer and disposal activities, Riley County may, after a period of five (5) days, Sunday excluded, take over the prosecution of the work, enter into agreements with others for the work, or use such other methods as may be required for prosecution of the work in an acceptable manner. For all cost, charges, and damages incurred by Riley County, together with the costs of completing the work, the Operator and its surety shall be liable and all such costs may be deducted from any monies due or which may become due the Operator.

Operator shall cause MSW to be regularly removed in sufficient amounts so MSW shall not be unloaded by transfer station users outside of the transfer station building.

22. **Incorporation of RFP Obligations of Operator.** All duties and obligations of the Operator set out in the March, 2020 "Request for Proposals to Provide Solid Waste Disposal for Riley County, Kansas" are incorporated herein and made a part of this Agreement by reference. In the event of a conflict between the terms of the Agreement and the RFP, the terms of the Agreement shall control. County's Contractual Provisions Attachment controls over any conflict between the terms of both the RFP and the Agreement.

23. **General Legal Conditions.** This Agreement shall be construed in accordance with the laws of the State of Kansas and the obligations rights and remedies of the parties thereunder shall be determined in accordance with the laws of the State of Kansas and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

In the event, any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provisions hereof.

Performance under this Agreement, other than the obligation to make payments of money due, shall be suspended in the event such performance is prevented by strikes, work stoppages, fires, floods, hurricanes, storms, bad weather, tornadoes, lightning, explosions, acts of God or the public enemy, mechanical breakdowns or casualties beyond the control of the parties, whether similar or dissimilar; provided, however, that in the event any delay in one party's performance due to Force Majeure continues for sixty (60) days, the other party may terminate this Agreement upon sixty (60) days prior written notice.

Parties agree they may, from time to time, execute written amendments to this agreement. Such amendments are not effective unless and until they are executed by the parties with the same formalities as this agreement.

Notices. Any notices or other communications required under this Agreement shall be in writing, shall be deemed to have transmission, or if mailed, shall be deemed to have been given and in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid, to the following address:

a. If to Hamm, address to:

N. R. Hamm Quarry, Inc.
609 Perry Place
Perry, KS 66073
TEL 913-597-5111
FAX 913-597-5117

b. If to County address to:

Riley County Public Works
6215 Tuttle Creek Blvd
Manhattan, KS 66503
TEL 785-537-6330
FAX 785-537-6331

or at such other place or places or to such other person or persons as shall be designated in writing by the parties to this Agreement in the manner herein provided.

IN WITNESS WHEREOF, said parties have caused this Agreement to be signed on the day of year shown above.

OPERATOR:

RILEY COUNTY:
BOARD OF COMMISSIONERS


Hamm, Inc.

Kathryn Focke, Chairwoman

John Ford, Member

Greg McKinley, Member

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

ATTEST

(Seal)

Rich Vargo, County Clerk

Attachment to "Contract" Between Riley County (hereinafter "County"), and N.R. Hamm Quarry, Inc. (hereinafter "Operator").

CONTRACTUAL PROVISIONS ATTACHMENT

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

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County or Riley County as a party, Operator 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.** Operator 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.** Operator shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County

reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any Contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one-year term.

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the County, after consultation with the Riley County Budget and Finance Officer and the Riley County Commission, 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 Operator. In the event of such termination, County agrees to give written notice of termination to Operator. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Operator.
6. **ANTI-DISCRIMINATION CLAUSE.**
 - 6.1. In carrying out the Contract, Operator shall comply with K.S.A. 44-1001 *et seq.*
 - 6.2. Operator 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, Operator shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - 6.4. If Operator 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, Operator 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 Operator 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, Operator 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. Operator 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 sub-Operator of Operator.
 - 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Operator employs fewer than four employees or if Operator'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 Operator thereby represents that such person is duly authorized by Operator to execute the document on behalf of Operator and Operator agrees to be bound by the provisions thereof. Operator 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 Operator 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.*), Operator shall bear the risk of any loss or damage to any personal property to which Operator 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 Operator shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Operator 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 Operator 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, Operator shall not be relieved of liability to County by virtue of any breach of the Contract by Operator.

- 12.4. **Mutual Termination for Convenience.** Either party may terminate the Contract upon at least one hundred eighty (180) calendar days written notice by letter received by the other party, sent by certified mail, return receipt requested, stating the effective date of the termination for convenience. If less than one hundred eighty calendar days remain in the term of the Contract on the day of receipt of such written notice, no termination for convenience is available to either party to the Contract.
- 12.5. **Payment Calculation Upon Termination.** In the event of termination under the Contract by either party, any amount owed Operator will be calculated based solely upon payment for fair value of acceptable services provided by Operator to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.
13. **INDEPENDENT OPERATOR RELATIONSHIP.** It is agreed that the legal relationship between Operator and County is of a contractual nature. Both parties assert and believe that Operator is acting as an independent Operator in providing the services and performing the duties required by County hereunder. Operator is at all times acting as an independent Contractor and not as an officer, agent, or employee of County. As an independent Contractor, Operator, and employees of Operator, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Operator, and employees of Operator, 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 Operator. Operator shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Operator's sole expense.
14. **PERSONNEL.**
- 14.1. **Qualified Personnel.** Operator 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.** Operator will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- 14.3. **Employee Conflict of Interest.** Operator 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 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 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 Operator.** Operator 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 Operator to implement the Contract will provide notice to prospective bidders that 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.** Operator may use independent contractors to haul the waste described in this Contract. None of the other 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 Operator for which Operator 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, Operator

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

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

- 19.1. **Billing Procedures.** Operator agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.
- 19.2. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 18, above.
- 19.3. **Reimbursement Restrictions.** Payments shall be made to Operator 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 Operator 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.** Operator must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Operator.
- 19.5. **Mailing Address.** Payments shall be mailed to Operator's address as set forth herein.
20. **LICENSES AND PERMITS.** Operator shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Operator 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 and Riley County waive no defense, immunity or limitation of liability otherwise available to County and Riley County under the terms of the Kansas Tort Claims Act or other applicable law.
23. **MERGER/SALE/TRANSFER OF OPERATOR ASSETS.** Operator will notify County in writing at least thirty (30) calendar days in advance of Operator's merger with any other business entity, or of any sale or other transfer of Operator's assets to any other business entity. In the event of any such merger, sale or other transfer of Operator assets, Operator 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 Operator assets. After such merger, sale or other transfer of Operator assets, Operator will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Operator under this Contract.
24. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Operator

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: C. M. Sedlak
Name:

By: _____
Kathryn Focke, Chairwoman

8.11.23
Date

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Attachment: Agreement for Operation of the Riley County Transfer Station (13669 : Transfer Station Agreement)

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: August 17, 2023

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2023-08 Fire KDecklar EAF (DOCX)
- 2023-08 HD BPerez EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Kenzie Decklar**Status Change Date:** 08/17/2023**Status Change:** New Hire**Date of Hire:** 08/17/2023**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 Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-08 Fire KDecklar EAF (13660 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Baylea Perez**Status Change Date:** 08/21/2023**Status Change:** New Hire**Date of Hire:** 08/21/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Intern/Volunteer**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 30-Health Department, 423-MCH**Supervisor:** Breva Spencer**Department Head:** Julie Gibbs

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-08 HD BPerez EAF (13660 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
August 21, 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

1. EMPG Application

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Brittany Phillips, Budget and Finance Officer

2. Review the RNR hearing/budget hearing

9:15 AM

David Adams, EMS/Ambulance Director

3. Staff update

9:30 AM

Press Conference

4. Upcoming garden programs - Gregg Eyestone (3 minutes)

10:00 AM

Break

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

5. Administrative Work Session

12:00 PM

Law Enforcement Agency Meeting

Adjournment

Attachment: 08-21-23 tentative agenda (12863 : Tentative Agenda)

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



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

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Barry Wilkerson, County Attorney

2. Staff update

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:35 AM

Cory Meyer, IT/GIS Director

4. Staff update

9:50 AM

Shelly Williams, Community Corrections Director

5. Staff update

10:05 AM

Vivienne Leyva, PIO

6. PIO update

10:20 AM

Bob Isaac, Planner

7. Public Hearing for a request for a final plat for Terra Heights Addition No. 6

Attachment: 08-24-23 tentative agenda (12863 : Tentative Agenda)

Adjournment

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

Attachment: 08-24-23 tentative agenda (12863 : Tentative Agenda)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Presentation

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 17, 2023

SUBJECT: Order Assigning Partition Fence Responsibility

PRESENTER: Clancy Holeman

BACKGROUND

July 13, 2023, the Board conducted a fence view of adjoining landowners in northern Riley County. The two sets of landowners identified specifically within the attached draft “Order Assigning Partition Fence Responsibility.” For purposes of this discussion, they will be identified as the “Hopkins” and “Pralle” landowners.

The attached draft order (“Attachment 1”) is presented for your approval, amendment or objection. I have notified both landowners the Board will be given the opportunity to issue its decision today. But if you require changes to the draft before you, those will be made. This is not a “public hearing”. Both parties presented their respective positions on the day of the fence view. If either party appears, you are free to ask questions.

Landowner Hopkins submitted his request for partition fence view May 2, 2023. “Attachment 2.” Landowner Pralle submitted her request for a partition fence view July 12, 2023. “Attachment 3” Further, landowner Pralle apparently began and ended her construction of her own partition fence the day prior to the July 13, 2023, fence view. “Attachment 4” was timely submitted by landowner Pralle within 10 days after the July 13, 2023, fence view.

DISCUSSION

It was obvious during the July 13, 2023, fence view that landowners Hopkins and Pralle may intend to raise multiple conflicting contract claims against one another.

But your authority in that fence view is limited to assigning both maintenance responsibility and cost responsibility between the parties for the fence constructed by landowner Hopkins.

If you choose to do so, you have authority to assign maintenance responsibility and consider assigning cost responsibility for the electric fence constructed by landowner Pralle.

FISCAL IMPACT

Any potential fiscal impact to the parties is set out in this CAR and in the attached Order. The final version of the Order will include any additional costs required by statute for the view.

RECOMMENDATION(S)

I recommend the Board authorize counsel to return a final version of the attached to the Board for signature.

POSSIBLE MOTION(S)

- A. "I move the Board authorize counsel to present an original of the attached in its current form to the BOCC for signature at the next available public meeting."
- B. "I move the Board authorize counsel to present an original of the attached, **with the following changes...** to the BOCC for signature at the next available public meeting."

Enclosures:

- Hopkins Pralle Fence View Order Attachment 1 (PDF)
- Attachment 2 (PDF)
- Attachment 3 (PDF)
- Pralle Photos and emails Attachment 4 (PDF)

ORDER ASSIGNING PARTITION FENCE RESPONSIBILITY

WHEREAS, on July 13, 2023, pursuant to a written request made May 2, 2023, by Craig Hopkins, Thomas Hopkins, and Marshall Corbin, landowners, and a separate written request made July 12, 2023 by Janet Pralle, landowner, the Riley County Commissioners, in their capacity as fence viewers, viewed the partition fence line between the real property of Craig Hopkins, Thomas Hopkins and Marshall Corbin (hereinafter, parcel “A”) and the real property of Janet Pralle (hereinafter, parcel “B”); and

WHEREAS, attached hereto and incorporated by reference is “Exhibit 1,” an aerial photo showing the relative locations of parcels “A,” “B” and the partition fence line between the two parcels; and

WHEREAS, parcel “A” (Hopkins, Hopkins and Corbin) is located generally east of the farthest west line of the above-described partition fence, such line running north from Indian Hills Road, then such fence line runs to the east, and the legal description for the relevant portion of parcel “A” is contained within a deed filed with the Riley County Register of Deeds at Book 889, Page 5846, as:

A tract of land in the West Half of the Northwest Quarter of Section 26, Township 6 South, Range 6 East of the Sixth Principal Meridian, Riley County, Kansas as follows:

Beginning at a point that is S 00°01'23" E 1327.29 feet from the Northwest Corner of the Northwest Quarter of said Section 26, said point being the Northwest Corner of the South Half of the West Half of the Northwest Quarter of said Section 26;
thence S 89°29'30" E 1320.09 feet to the East Line of West Half of the Northwest Quarter of said Section 26;
thence S 00°05'11" E 1327.29 feet to the Southeast Corner of the West Half of the Northwest Quarter of said Section 26;
thence N 89°29'30" W 1321.56 feet to the Southwest Corner of the Northwest Quarter of said Section 26;
thence N 00°01'23" W 1327.28 feet to the point of beginning, containing 40.20 acres.

WHEREAS, parcel “B” (Janet Pralle) is located generally west and north of both the above-described courses of the above-described partition fence and the legal description for the relevant portion of parcel “B” is contained within a deed filed with the Riley County Register of Deeds at Book 889, Page 5846, as:

The West Half of the Northwest Quarter of Section 26, and the East Half of the northeast Quarter of Section 27, all in Township 6 South, Range 6 East of the 6th P.M., excepting a strip described as follows: Commencing at the Northwest corner of said Southeast Quarter of said Northeast Quarter, thence South along the West line of said tract 45 rods, thence East 3 5/9 rods, thence North 45 rods, thence West 3 5/9 rods to the point of beginning, Riley County, Kansas, subject to road easement to the United States of America as recorded in Book 289 at Page 433 in the Office of the Register of Deeds, Riley County, Kansas, and subject to easements, restrictions and rights-of-way both visible and of record.

LESS

A tract of land in the West Half of the Northwest Quarter of Section 26, Township 6 South, Range 6 East of the Sixth Principal Meridian, Riley County, Kansas as follows:

Beginning at a point that is S 00°01'23" E 1327.29 feet from the Northwest Corner of the Northwest Quarter of said Section 26, said point being the Northwest Corner of the South Half of the West Half of the Northwest Quarter of said Section 26;
thence S 89°29'30" E 1320.09 feet to the East Line of West Half of the Northwest Quarter of said Section 26;
thence S 00°05'11" E 1327.29 feet to the Southeast Corner of the West Half of the Northwest Quarter of said Section 26;
thence N 89°29'30" W 1321.56 feet to the Southwest Corner of the Northwest Quarter of said Section 26;
thence N 00°01'23" W 1327.28 feet to the point of beginning, containing 40.20 acres.

WHEREAS, reasonable notice of this view was given to the owners of parcels “A” and “B” prior to a July 13, 2023 viewing, and the parties were given an opportunity to present their respective positions on site at that proceeding before the fence viewers, ; and

WHEREAS, the owner of parcel “B” began and completed her construction of an electrified fence one day before the July 13, 2023, viewing and faxed her request for a view to counsel for the fence viewers July 12, 2023; and

WHEREAS, during the July 13, 2023, 2023 proceeding on site by the fence viewers, the owners of parcels “A” and “B” disagreed between themselves about the need for the partition fence by the owners of parcel “A” and their discussion raised the possibility of multiple future contractual claims by the parties; and

WHEREAS, none of the potential contractual claims of the parties are addressed or resolved by this Order because they are not within the statutory authority of the fence viewers; and

WHEREAS, K.S.A. 29-304 authorizes the fence viewers, to assign to each adjoining landowner(s) an equal share or part of a partition fence that each is to keep up and maintain in good repair; and

WHEREAS, K.S.A. 29-307 authorizes the fence viewers to assign between adjoining landowners the costs of constructing a partition fence if one of those landowners has “voluntarily” constructed the “entire fence”.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS, SITTING AS FENCE VIEWERS PURSUANT TO K.S.A. 29-304, hereby find as follows:

1. That the owners of parcel “A” began and completed construction of the partition fence viewed July 13, 2023, before their request for that fence view was submitted on May 2, 2023.
2. That the assignment of responsibility for the upkeep, maintenance and repair of the partition fence line described above shall be as follows:
 - a. The owners of parcel “A,” currently Craig Hopkins, Thomas Hopkins and Marshall Corbin, are hereby assigned responsibility for the upkeep, maintenance and repair of that course of the partition fence running north from Indian Hills Road to the mid-point of the entire length of that partition fence.
 - b. The owner of parcel “B,” Janet Pralle, is hereby assigned responsibility for the upkeep, maintenance and repair of the remaining one-half of the entire length of such partition fence.
 - c. No assignment of maintenance responsibility or cost for the electrified fence is made by this Order, since its construction was completed long after the partition fence was completed, and no cost information was submitted in the application for a view of that fence.
3. That the owners of “Parcel A” have, as provided by K.S.A. 29-307, “voluntarily” constructed the entire partition fence and paid for its total construction cost; and the owner of “Parcel B” “shall pay for so much as may be assigned...” by the fence viewers.
4. That the total construction cost of the partition fence described above is \$13,632.39.
5. That the total construction cost of the partition fence described above divided in equal shares between the parties is \$6,816.195, and that the owners of parcel “A” have

already paid the total cost of the construction of such fence, and they shall be reimbursed by the owner of parcel "B" for ½ of that total cost. Such reimbursement shall be paid by the owner of parcel "B" in the amount of \$6,816.195.

6. That the partition fence described above shall be maintained and kept in at least as good a condition and state of repair as is required by Kansas law.

This Assignment shall be recorded by the Register of Deeds of Riley County, Kansas, pursuant to K.S.A. 29-304.

ORDERED this 17th day of August 2023.

**BOARD RILEY COUNTY COMMISSIONERS,
SITTING AS FENCE VIEWERS, pursuant to
K.S.A. 29-201**

Kathryn Focke, Chairwoman

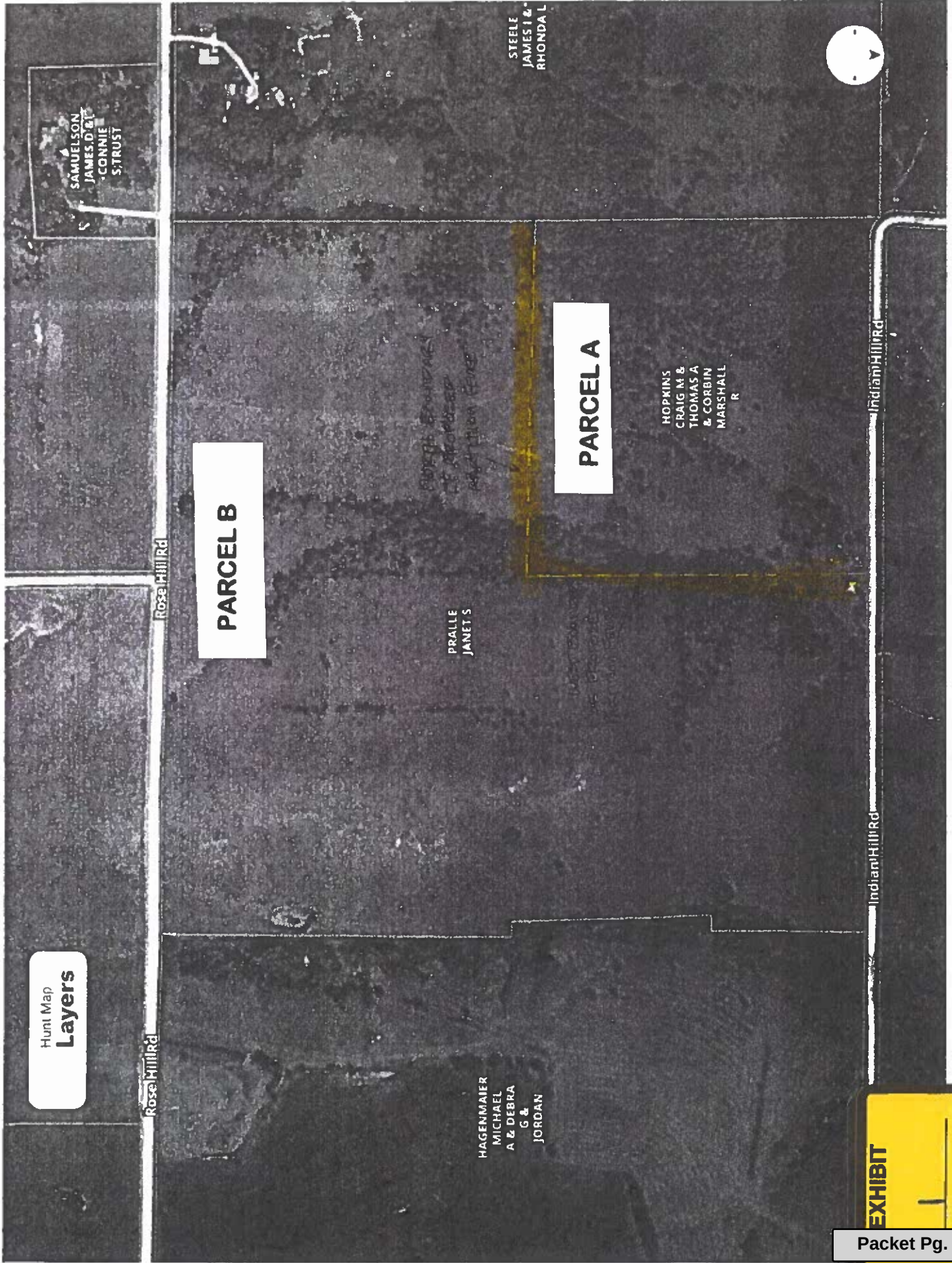
John Ford, Vice-Chairman

Greg McKinley, Member

ATTEST:

(seal)

Rich Vargo, Riley County Clerk



Attachment: Hopkins Pralle Fence View Order Attachment 1 (13672 : Order Assigning Partition Fence Responsibility)

Law Office of

RYAN & MULLIN, P.A.

Michael W. Ryan • Dustin W. Mullin • Joel P. Mason

610 5th Street
P.O. Box 205
Clay Center, KS 67432

Wayne W. Ryan (1906 - 1996)
C. Vincent Jones (1879 - 1974)

(785) 632-5666
Fax: (785) 632-6524
ryanlaw@ryanlawoffice.net

May 2, 2023

Board of County Commissioners of Riley County, Kansas
Courthouse Plaza East
115 North 4th Street, 1st Floor
Manhattan, KS 66502

Re: Fence Viewing Application

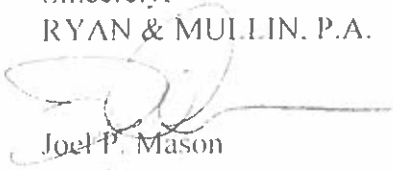
Dear Commissioners,

Enclosed please find an "Application for Fence Viewing" submitted on behalf of my clients, Craig Hopkins, Thomas Hopkins, Marshall Corbin. Any correspondence, including notice of fence viewing, may be directed to the following address:

Ryan & Mullin, P.A.
Attn: Joel Mason
610 5th Street
Clay Center, KS 67432

Please feel free to contact me with any questions or concerns regarding this matter.

Sincerely,
RYAN & MULLIN, P.A.


Joel P. Mason
JPM/ch

Attachment: Attachment 2 (13672 : Order Assigning Partition Fence Responsibility)

APPLICATION FOR FENCE VIEWING

INSTRUCTIONS: Provide all information requested. Application must be signed by all Owners of Record. If there is not sufficient space to provide the requested information, attached additional pages as necessary. Mail or deliver application to:

**BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS
COURTHOUSE PLAZA EAST
115 NORTH 4TH STREET – 1ST FLOOR
MANHATTAN KS 66502**

NAMES OF APPLICANT LANDOWNER(S):

Craig Hopkins, Thomas A. Hopkins and Marshall Corbin ("Applicants")

ADDRESS OF APPLICANT(S):

**410 Newbury CR
Westminster, SC 29693**

NAME(S) OF ADJACENT LANDOWNER(S):

Janet Pralle

ADDRESS OF ADJACENT LANDOWNER(S):

**679 Bobcat Lane
Blue Rapids, KS 66411-8636**

LEGAL DESCRIPTION OF TRACT OF PROPERTY OWNED BY APPLICANT THAT CONTAINS THE PROPERTY LINE IN DISPUTE:

See attached Exhibit "A"

LEGAL DESCRIPTION OF TRACT OF PROPERTY OWNED BY NEIGHBOR THAT CONTAINS THE PROPERTY LINE IN DISPUTE:

See attached Exhibit "B"

DESCRIBE THE NATURE OF THE CONTROVERSY:

Applicants purchased the tract described in Exhibit "A" in 2020 from Janet Pralle. Prior to his purchase, the property was a contiguous part of the larger tract which abuts the Applicants' property on the North and West boundaries.

Applicants have, on multiple occasions, attempted to secure an agreement with Ms. Pralle regarding construction of and payment for a partition fence

which would run the length of the property line on the West and North sides, separating Ms. Pralle's property from Applicants' property.

Applicants have now finished construction of the partition fence and fully paid the fence contractor.

STATE YOUR CLAIM:

Each of the parties (Applicants and Ms. Pralle) should be required to pay for half of the partition fence construction in order to separate the properties. The applicants have attached an invoice for the completed fence construction, identified as Exhibit "D" and incorporated herein. Applicants sought and obtained a reasonable market price for the labor and materials required to construct the partition fence, as reflected by the line items described in Exhibit "D".

STATE YOUR NEIGHBOR'S CLAIM:

Ms. Pralle has refused to provide payment for half of the fence construction when presented with bids for construction. She feels that a partition fence is not necessary and that she is entitled to run cattle on the applicants' property, notwithstanding applicants' fee simple ownership of their tract and Kansas' status as a "fence-in" jurisdiction.

ATTACH A SKETCH OR DIAGRAM SHOWING:

- (1) YOUR PROPERTY
- (2) YOUR NEIGHBOR'S PROPERTY
- (3) THE LOCATION OF THE DISPUTED FENCE LINE
- (4) THE LOCATION OF OBSTACLES WHICH MAY AFFECT THE ASSIGNMENT OF EQUAL SHARES

*****Please see attached Exhibit "C" for this information**

I (WE) APPLY TO THE BOARD OF COMMISSIONERS OF RILEY COUNTY IN THEIR CAPACITY AS FENCE VIEWERS TO VIEW THE PARTITION FENCE LINE DESCRIBED ABOVE PURSUANT TO K.S.A. 29-304, AND TO ASSIGN TO EACH PARTY THEIR EQUAL SHARE OF THE PARTITION FENCE WHICH WILL BE THAT PARTY'S RESPONSIBILITY TO KEEP UP AND MAINTAIN IN GOOD REPAIR.

Dated: 4/24, 2023

APPLICANT(S):

Craig M. Hopkins
Craig M. Hopkins

Thomas A. Hopkins
Thomas A. Hopkins

Marshall R. Corbin
Marshall R. Corbin

EXHIBIT A - LEGAL DESCRIPTION

A tract of land in the West Half of the Northwest Quarter of Section 26, Township 6 South, Range 6 East of the Sixth Principal Meridian, Riley County, Kansas as follows:

Beginning at a point that is S 00°01'23" E 1327.29 feet from the Northwest Corner of the Northwest Quarter of said Section 26, said point being the Northwest Corner of the South Half of the West Half of the Northwest Quarter of said Section 26;

thence S 89°29'30" E 1320.09 feet to the East Line of West Half of the Northwest Quarter of said Section 26;

thence S 00°05'11" E 1327.29 feet to the Southeast Corner of the West Half of the Northwest Quarter of said Section 26;

thence N 89°29'30" W 1321.56 feet to the Southwest Corner of the Northwest Quarter of said Section 26;

thence N 00°01'23" W 1327.28 feet to the point of beginning, containing 40.20 acres.

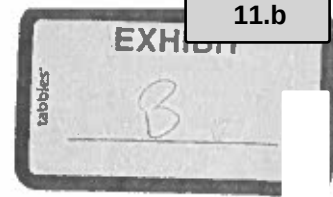


EXHIBIT B - LEGAL DESCRIPTION

The West Half of the Northwest Quarter of Section 26, and the East Half of the northeast Quarter of Section 27, all in Township 6 South, Range 6 East of the 6th P.M., excepting a strip described as follows:

Commencing at the Northwest corner of said Southeast Quarter of said Northeast Quarter, thence South along the West line of said tract 45 rods, thence East $3 \frac{5}{9}$ rods, thence North 45 rods, thence West $3 \frac{5}{9}$ rods to the point of beginning, Riley County, Kansas, subject to road easement to the United State of America as recorded in Book 289 at Page 433 in the Office of the Register of Deeds, Riley County, Kansas, and subject to easements, restrictions and right-of-way both visible of record.

LESS

A tract of land in the West Half of the Northwest Quarter of Section 26, Township 6 South, Range 6 East of the Sixth Principal Meridian, Riley County, Kansas as follows:

Beginning at a point that is S 00°01'23" E 1327.29 feet from the Northwest Corner of the Northwest Quarter of said Section 26, said point being the Northwest Corner of the South Half of the West Half of the Northwest Quarter of said Section 26;

thence S 89°29'30" E 1320.09 feet to the East Line of West Half of the Northwest Quarter of said Section 26;

thence S 00°05'11" E 1327.29 feet to the Southeast Corner of the West Half of the Northwest Quarter of said Section 26;

thence N 89°29'30" W 1321.56 feet to the Southwest Corner of the Northwest Quarter of said Section 26;

thence N 00°01'23" W 1327.28 feet to the point of beginning, containing 40.20 acres.

07/27 9:49 AM

onXmaps Web App

Hunt Map
Layers

RoseHillRd

RoseHillRd

EXHIBIT

C.

HAGENMAIER
MICHAEL
A & DEBRA
G &
JORDAN

PRALLE
JANET S

HOPKINS
CRAIG M &
THOMAS A
E CORBIN
MARSHALL
H

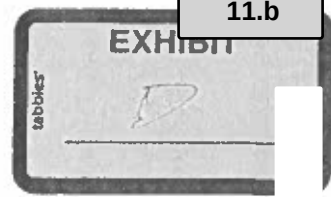
EMUELSON
JAMES D &
CONNIE B
S TRUST

STEELE
JAMES I &
RHONDA L

IndianHillRd

IndianHillRd

m/hunt/map?ref=main-nav#15.35/39.503693/-96.730202



Rockin S Ranch Supply, LLC

113 W Bagen Road
Leonardville KS 66449 US
(785) 410-2783
rockinsag@gmail.com

Craig Hopkins

1078
04/20/2023
Due on receipt
04/20/2023

	QTY	UNIT PRICE	AMOUNT
Tree Clearing	16	100.00	1,600.00T
Pipe Braces	4	400.00	1,600.00T
Pipe Corner	1	550.00	550.00T
Creek Crossing	2	175.00	350.00T
T Post	168	6.25	1,050.00T
3" Pipe Post	27	32.00	864.00T
Barbed Wire	10	112.00	1,120.00T
Install	2,623	1.75	4,590.25T
Deadman Brace	4	150.00	600.00T
16' Gate	1	275.00	275.00T
			12,599.25
			1,033.14
			13,632.39
			\$13,632.39

Attachment: Attachment 2 (13672 : Order Assigning Partition Fence Responsibility)

HAGENMAIER
MICHAEL
A & DEBRA
G &
JORDAN

1300
1250
PRALLE
JANET S

1200
STEELE
JAMES I &
RHONDA I

Attachment: Attachment 3 (13672 : Order Assigning Partition Fence Responsibility)

ATTACHMENT 3

APPLICATION FOR FENCE VIEWING

INSTRUCTIONS: Provide all information requested. Application must be signed by all Owners of Record. If there is not sufficient space to provide the requested information, attached additional pages as necessary. Mail or deliver application to:

**BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS
COURTHOUSE PLAZA EAST
115 NORTH 4TH STREET - 1ST FLOOR
MANHATTAN KS 66502**

NAMES OF APPLICANT LANDOWNER(S): Janet Pralle

ADDRESS OF APPLICANT(S): 679 Bobcat Lane
Blue Rapids, Ks. 66044

NAME(S) OF ADJACENT LANDOWNER(S): Craig Hopkins, Thomas A. Hopkins & Marshall Corbin

ADDRESS OF ADJACENT LANDOWNER(S): 410 Newbury Cr.
Westminster, SC. 29693

LEGAL DESCRIPTION OF TRACT OF PROPERTY OWNED BY APPLICANT THAT CONTAINS THE PROPERTY LINE IN DISPUTE:

Rose Hill 26-6-6 TR IN W2 OF NW4, W2 - NW4 Less S1327' & Less Row

Indian Hill 27-6-6 NE4 Less 1A: NE4 - NE4 + SE4 - NE4 Less Row + L & E

A: 11 Beg NW Cor SE4 - NE4 th E58.

LEGAL DESCRIPTION OF TRACT OF PROPERTY OWNED BY NEIGHBOR THAT CONTAINS THE PROPERTY LINE IN DISPUTE:

26-6-6 TR IN W2 OF NW4

26-6-6 TR IN W2 OF NW4, Beg 1327.29' S NW Cor. NW4 TH E 1320.09' S 1327.29' W 1327.56 N 1327.29' to Pub Less Row

DESCRIBE THE NATURE OF THE CONTROVERSY:

In the ^{Nov-Dec} fall of 2020 I sold 40 acres of an 80, I own 2 - 80's side by side. North to South with a road on south side Indian Hill Road & a road on North side Rose Hill. The pasture is 1/2 mile wide total 160 acres less creek ~~area~~ on west side of west 80. Craig & company purchased the SE corner of the East 80 along Indian Hill. In 2020 I allowed "freely" hunting, cameras, but didn't know they were bait hunters. They set out mineral tubs with corn and my cows ate the corn from the tubs. #1

Attachment: Attachment 3 (13672 : Order Assigning Partition Fence Responsibility)

#2.

~~I~~ In selling of the ^{Pasture} ground I had to comply with Riley Count Zoning Rules for Agricultural ground. I had 400 inquiries, many did not qualify but Hopkins wanted to hunt & agreed to the cattle grazing & water rights so that kept it agricultural Zoned. After paperwork was signed the county ~~appears~~ appraiser's office called me with questions about it being kept agricultural. I said yes my cows would be grazing & water rights. I sent Craig a message about the appraiser's office calling on it being Zoned Ag. If that was not our agreement he needed to speak up. Craig even created a map showing how we could create a fence line to allow cattle to graze & have water rights. #3 We had an agreement. To begin with several things were taken out of the original agreement - like rights to buy back etc & livestock.

Attachment: Attachment 3 (13672 : Order Assigning Partition Fence Responsibility)

43

Craig's Maps
for grazing rights & water



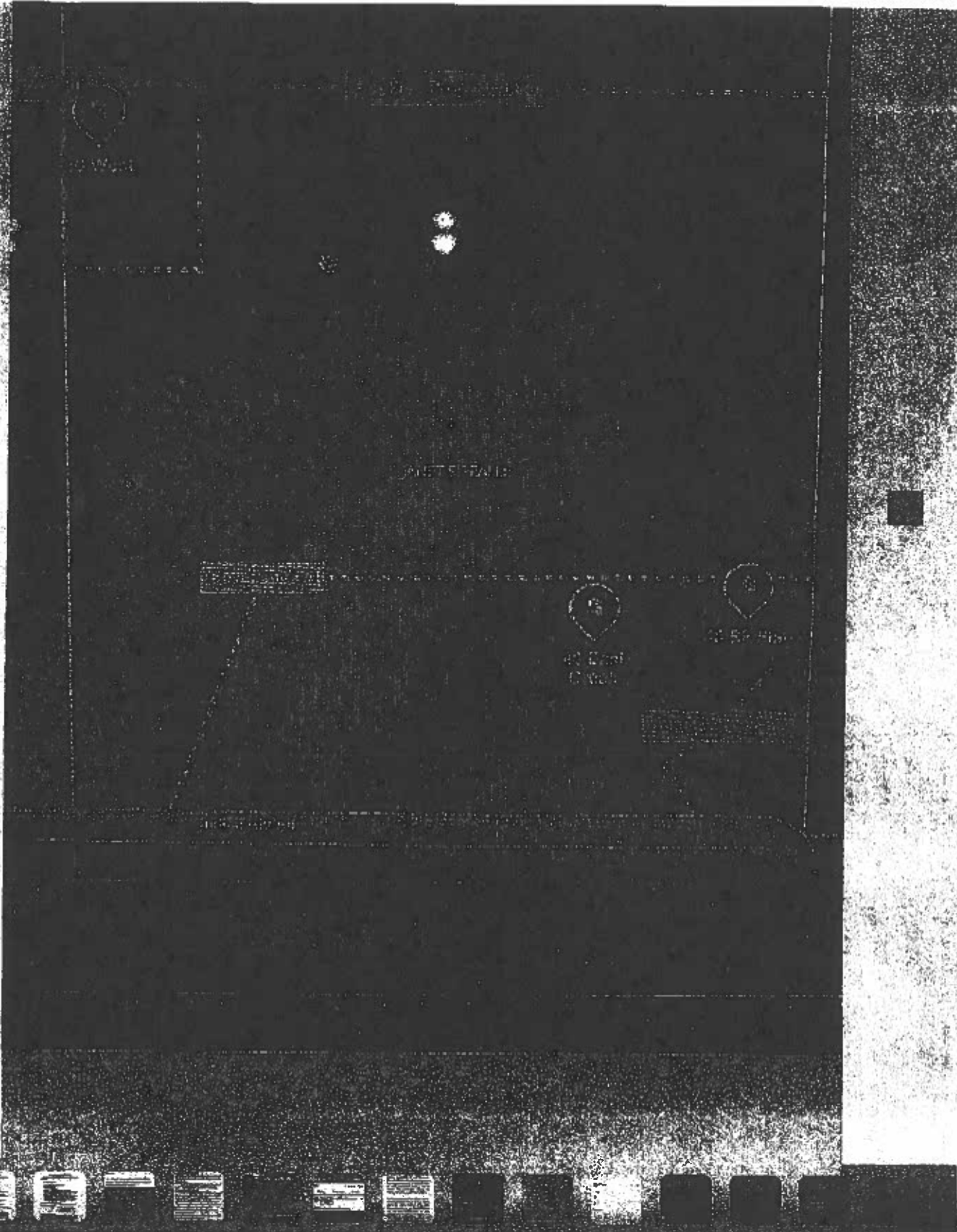
July 11, 2019

Learn More

July 11, 2019

July 11, 2019

Learn More



Attachment: Attachment 3 (13672 : Order Assigning Partition Fence Responsibility)

House Status: Adjourned until Monday, January 11, 2021 at 02:00 p.m.
Senate Status: Adjourned until Monday, January 11, 2021 at 02:00 p.m.

2019 Statute

H 4

[Prev](#)[Article 25. - LANDLORDS AND TENANTS](#)[Next](#)

58-2506. Termination of farm or pastureland tenancy; notice. (a) Except as may be otherwise provided by this section or by a written lease signed by the parties thereto, in cases of tenants occupying and cultivating farms or occupying or leasing pastureland, the notice to terminate such a farm or pastureland tenancy must be given in writing at least 30 days prior to March 1 and must fix the termination of the tenancy to take place on March 1. For purposes of this act, "pastureland" means land used for livestock grazing or hay production, or both which includes perennial vegetation, including, but not limited to, native vegetation, grass-like plants, forbs, shrubs, savannas, shrublands, marshes and meadows.

(b) When a notice of termination is given pursuant to subsection (a) after a fall seeded grain crop has been planted, as to that part of the farm which is planted to a fall seeded grain crop on cropland which has been prepared in conformance with normal practices in the area the notice shall be construed as fixing the termination of the tenancy of such portion to take place on the day following the last day of harvesting such crop or crops, or August 1, whichever comes first.

(c) When a notice of termination is given pursuant to subsection (a) after the 30th day preceding March 1 and prior to the planting of a fall seeded grain crop on cropland which has been prepared in conformance with normal practices in the area, in any year in which a fall seeded grain crop has been or will be harvested, the notice shall be construed as fixing the termination of the tenancy of that part of the farm devoted to fall seeded grain crops on the day following the last day of harvesting such crop or crops in the succeeding year or August 1 of such succeeding year, whichever comes first.

(d) Subject to the provisions of this section, a farm or pastureland tenant becomes a tenant from year-to-year by occupying the premises after the expiration of the term fixed in a written lease, in which case the notice of termination of tenancy must fix the termination of tenancy to take place on the same day of the same month following the service of the notice as the day and month of termination fixed in the original lease under which the tenant first occupied the premises. Such notice shall be written and given to the tenant at least 30 days prior to such termination date.

History: G.S. 1868, ch. 55, § 6; L. 1919, ch. 224, § 1; R.S. 1923, 67-506; L. 1975, ch. 294, § 1; L. 1978, ch. 215, § 2; L. 1979, ch. 175, § 1; L. 1981, ch. 225, § 1; L. 2002, ch. 81, § 1; July 1.

[Prev](#)[Article 25. - LANDLORDS AND TENANTS](#)[Next](#)

Attachment: Attachment 3 (13672 : Order Assigning Partition Fence Responsibility)

45

58-2510. Service of notice of termination of lease or tenancy. Notice as required in the preceding sections may be served on the tenant, or, if the tenant cannot be found, by leaving a copy thereof at the tenant's usual place of residence, or by delivering a copy thereof to some person over 12 years of age residing on the premises, or, if no person is found upon the premises, by posting a copy of the notice in a conspicuous place thereon, or by registered mail, registered mail return receipt requested, or certified mail, return receipt requested, addressed to the tenant at the tenant's usual place of residence. Proof of service by registered mail may be by the affidavit of the person mailing such notice or by the return receipt. Proof of service by certified mail may be by the return receipt.

History: G.S. 1868, ch. 55, § 10; L. 1905, ch. 280, § 2; R.S. 1923, 67-510; L. 1951, ch. 372, § 1; L. 1982, ch. 230, § 1; July 1.

H6

Kansas Statute 58:2506

Kansas 58:2510 Service of notice of termination

STATE YOUR CLAIM

Craig has never served me with paperwork according to Kansas Agricultural Lease Law in writing at least 30 days prior to March 1. I should per law have the right to continue to graze & water right. I tried several times to get him to try mediation services through Kansas Agricultural Mediation Service. He said NO

STATE YOUR NEIGHBOR'S CLAIM:

Never did I receive an estimate or final cost on the bid from Rocking S. Ranch Supply LLC from Craig or his attorney. The first time I saw the cost was when I received a copy from Clancy. Craig and myself have an agreement that my cows can graze and have water rights to his 40 acres. That agreement started in 2020. It was a part of the whole sale & leased hunting ground. ATTACH A SKETCH OR DIAGRAM SHOWING: agreement. It is still in effect.

See Map
See Map

- (1) YOUR PROPERTY
- (2) YOUR NEIGHBOR'S PROPERTY
- (3) THE LOCATION OF THE DISPUTED FENCE LINE
- (4) THE LOCATION OF OBSTACLES WHICH MAY AFFECT THE ASSIGNMENT OF EQUAL SHARES

I (WE) APPLY TO THE BOARD OF COMMISSIONERS OF RILEY COUNTY IN THEIR CAPACITY AS FENCE VIEWERS TO VIEW THE PARTITION FENCE LINE DESCRIBED ABOVE PURSUANT TO K.S.A. 29-304, AND TO ASSIGN TO EACH PARTY THEIR EQUAL SHARE OF THE PARTITION FENCE WHICH WILL BE THAT PARTY'S RESPONSIBILITY TO KEEP UP AND MAINTAIN IN GOOD REPAIR.

Dated: _____

APPLICANT(S):

Printed Name_____
Signature_____
Printed Name_____
Signature_____
Printed Name_____
Signature

Neighbors Claim

STATE YOUR CLAIM:

Craig says No agreement, no grazing, No water rights
He would build a fence, and I would ~~pay half~~ have
to pay 1/2 the cost. He would hire an attorney & the
fence viewers would force me to pay half.

He never sent an estimate or the final bill to me.

STATE YOUR NEIGHBOR'S CLAIM:

He built his fence on his side. Problems still continue
He says my cows are getting in on his property.
A new fence should have a problem.
One of my cows was out on the Indian Hill Road.
Craig & Company are not good at shut gates.

ATTACH A SKETCH OR DIAGRAM SHOWING:

- (1) YOUR PROPERTY
- (2) YOUR NEIGHBOR'S PROPERTY
- (3) THE LOCATION OF THE DISPUTED FENCE LINE
- (4) THE LOCATION OF OBSTACLES WHICH MAY AFFECT
THE ASSIGNMENT OF EQUAL SHARES

Solar charger
14 gauge wire

Hopkins has his fence - I have my fence - electric
fence is legal & it sits on the property lines

I (WE) APPLY TO THE BOARD OF COMMISSIONERS OF RILEY COUNTY IN THEIR CAPACITY
AS FENCE VIEWERS TO VIEW THE PARTITION FENCE LINE DESCRIBED ABOVE PURSUANT TO
K.S.A. 29-304, AND TO ASSIGN TO EACH PARTY THEIR EQUAL SHARE OF THE PARTITION
FENCE WHICH WILL BE THAT PARTY'S RESPONSIBILITY TO KEEP UP AND MAINTAIN IN
GOOD REPAIR.

Dated: _____

APPLICANT(S):

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

48

29-109. Electric fence deemed legal fence; construction and composition. (a) In addition to fences otherwise declared by law to be a legal fence, an electrically charged wire fence with at least one 14 gauge wire or its equivalent not more than 48 inches from the ground and which is deemed by the fence viewers in whose jurisdiction such fence is located, to be equivalent to other legal fences, is hereby deemed a legal fence. The board of county commissioners of any county, by resolution, may elect to declare that such electrically charged wire fence shall not be a legal fence within the jurisdiction of such board. No electrically charged wire fence shall be erected or maintained in contact with public utility poles or lines or in any manner where there is danger or possibility of unreasonable interference with or damage to the equipment or service of a public utility without the permission of the public utility. No utility which furnishes electricity shall have or incur any liability to any person in the event of electric power failure to or for any electric fence.

(b) The board of county commissioners of any county, by resolution, may establish for an electrically charged wire fence constructed after the effective date of such resolution construction requirements which are more stringent than the requirements under subsection (a). In those cases where an electrically charged wire fence is located on a county line, the least restrictive requirements for construction of such fence shall apply.

History: L. 1986, ch. 195, § 5; July 1

In order to solve problems I have constructed an Electric fence on the property line leaning more to my side with 14 gauge wire less than 48" from the ground powered by solar charger. I trust the fact that my cows respect electric fence.

With Hopkins having their fence and I having my fence a solution is made. There is anywhere between 1-2 ft distance between them.

Therefore each party should be responsible for their own supplies & construction of their own fence & repairs.

No additional assignment of equal shares.

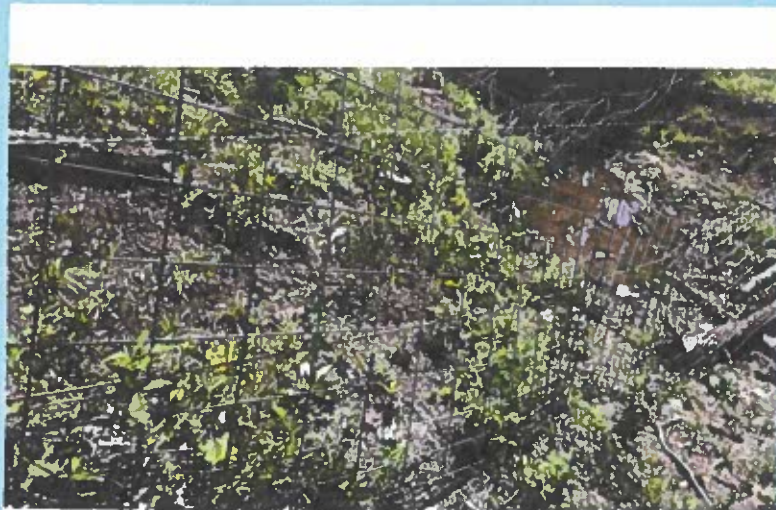
Thank you

Janet Pralle
Janet Pralle

7/12/2023



Spring on Hopkins



Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

ATTACHMENT 4

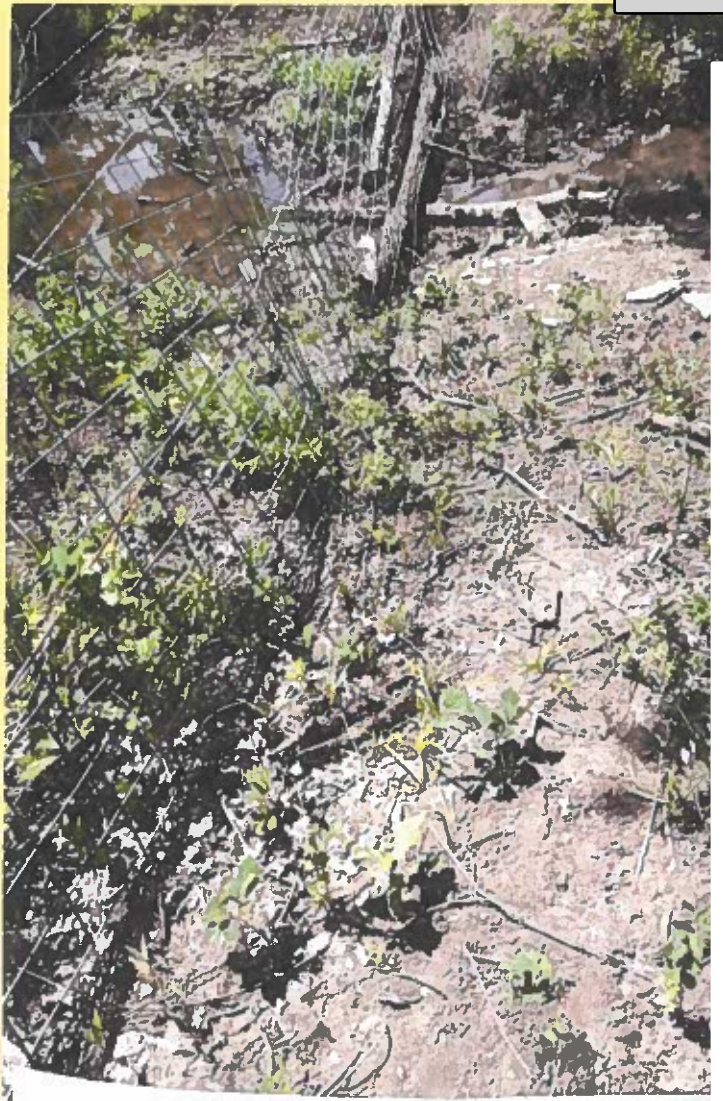


Spring on Hopkins





Good Spring on Hopkins Side
Weak Creek Panel Support
Needs additional electric fence





Electric fence keeps
them off the panels,
pushing for water

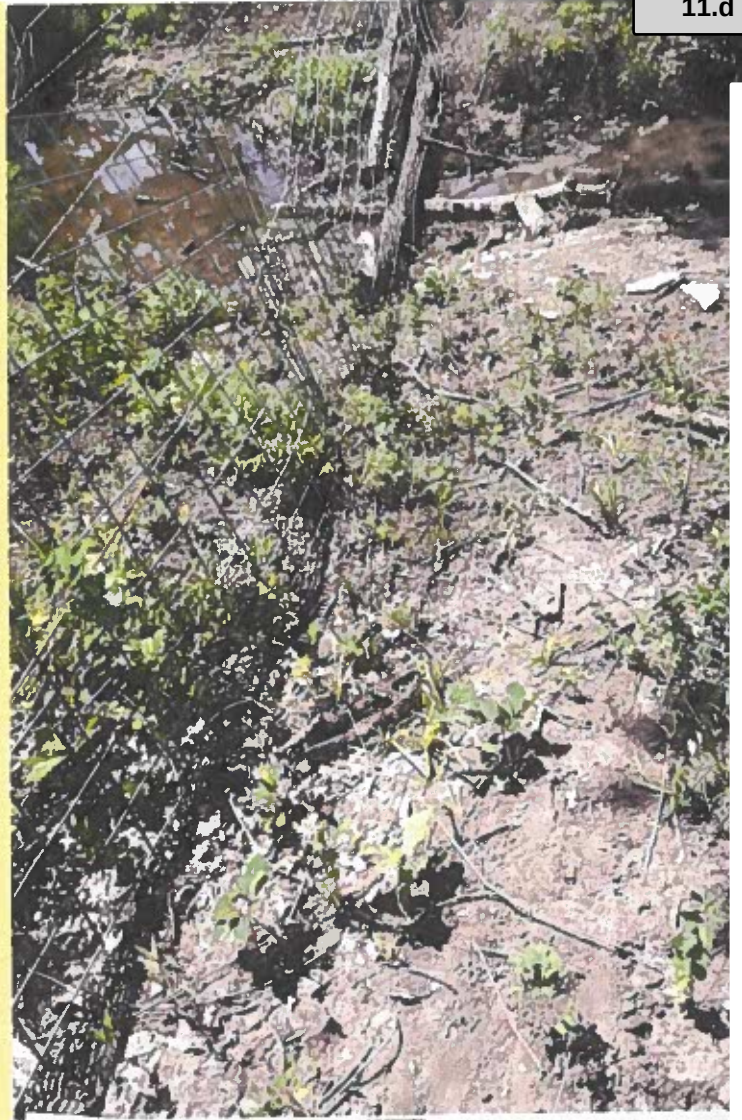
Out of State Hunters-mean
when it rains a lot I'm going
be the one cleaning out those
panels or cows will be going
through

The other "New" creek crossing
of Hopkins let a cow go through
& she was on the road





Good Spring on Hopkins Side
Weak Creek Panels Support
Needs additional electric fence





Electric fence keeps them off the panels, pushing for water

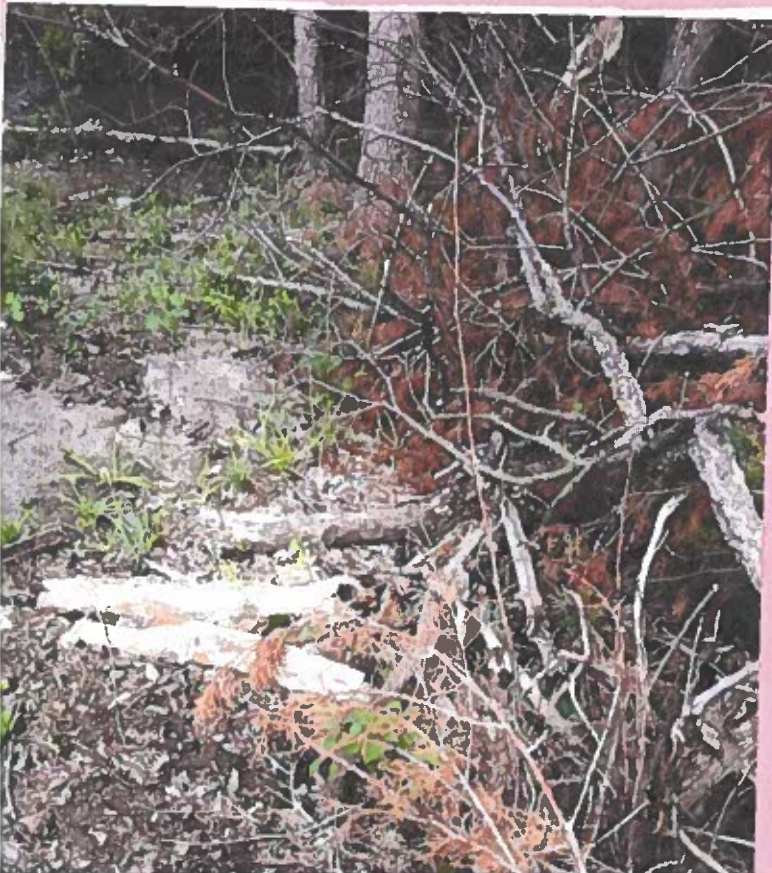


Out of State hunters - means when it rains a lot I'm going to be the one cleaning out those panels or cows will be going through.
The other "New" creek crossing of Hopkins let a cow go through & she was on the road.



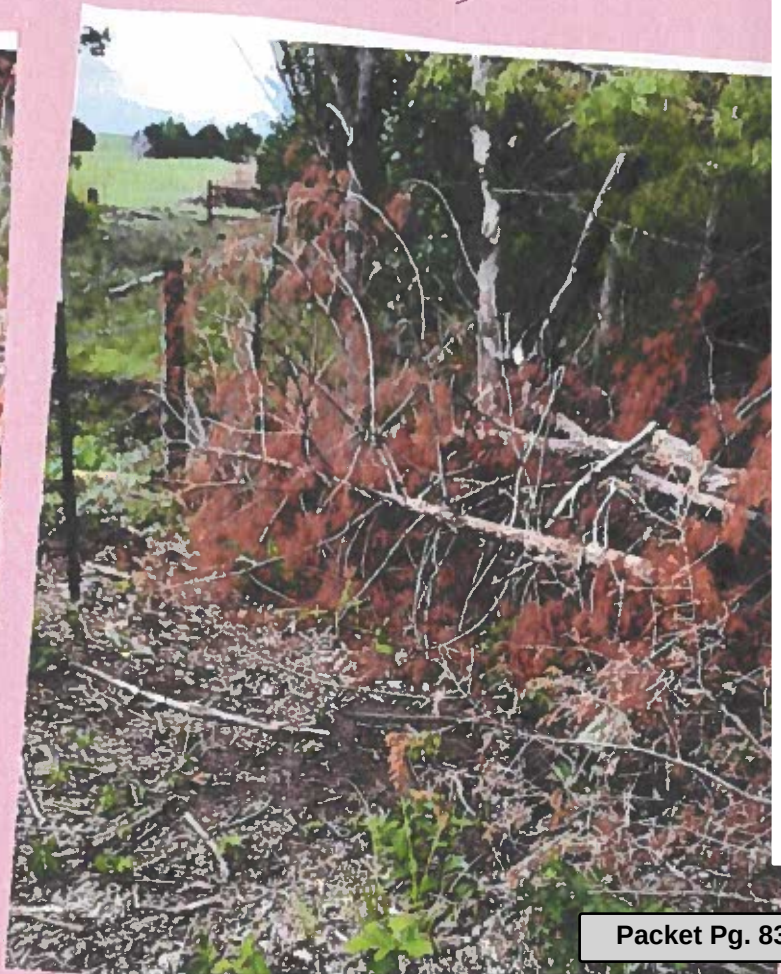


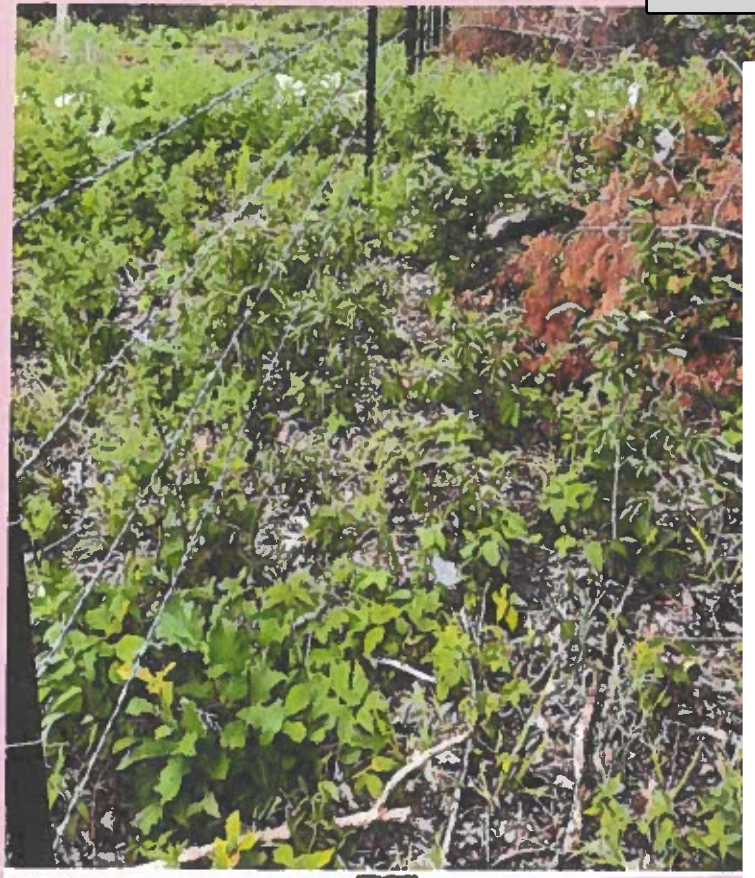
Brush/Trees My Side



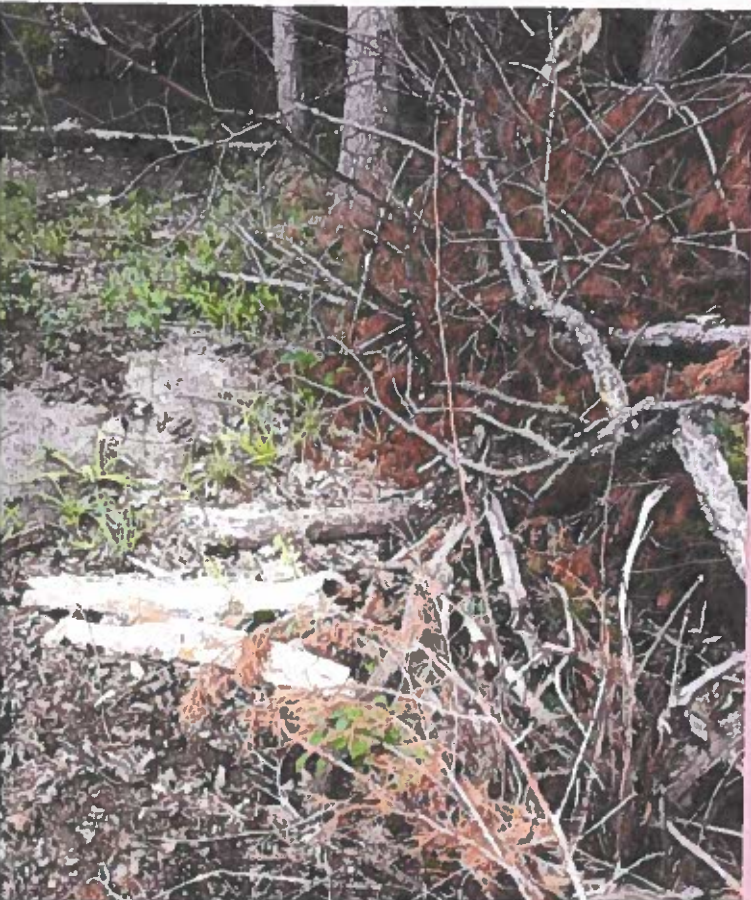


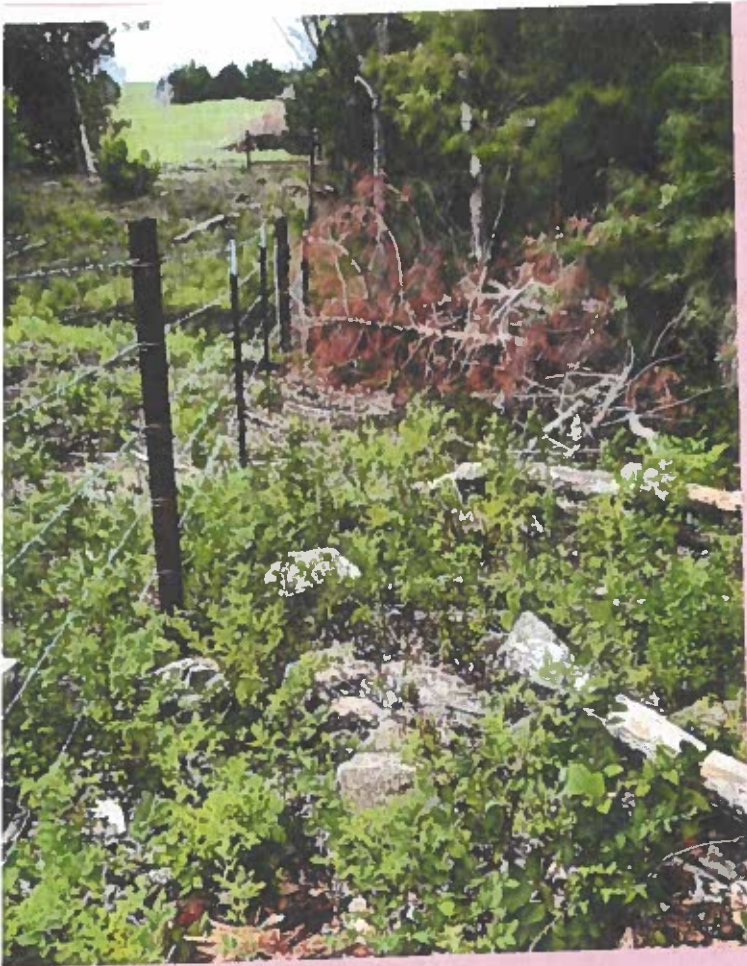
Brush / Trees





Brush/Trees My Side



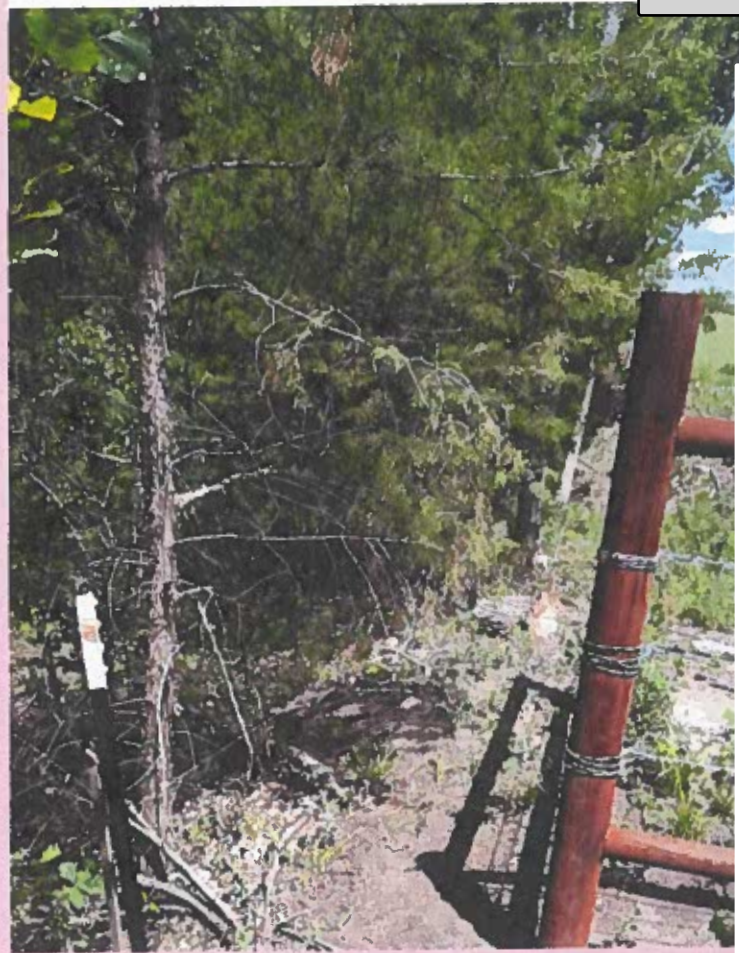


Brush/Trees my Side

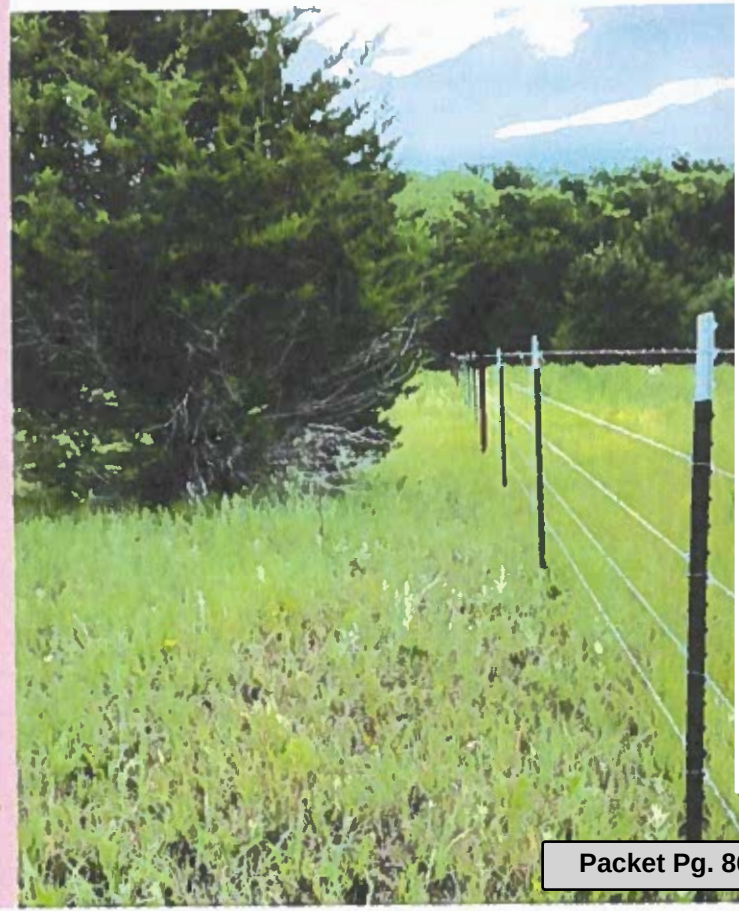




Center Pin & Post
Trees Cleared Craig's side

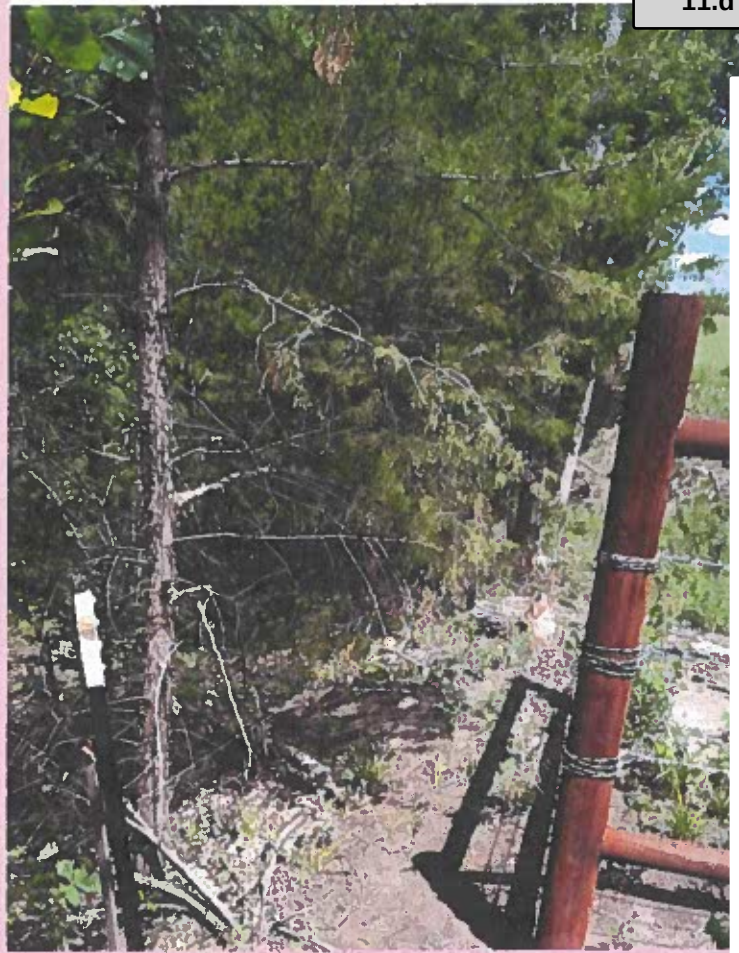


Looking ↗
East East of Center Gate

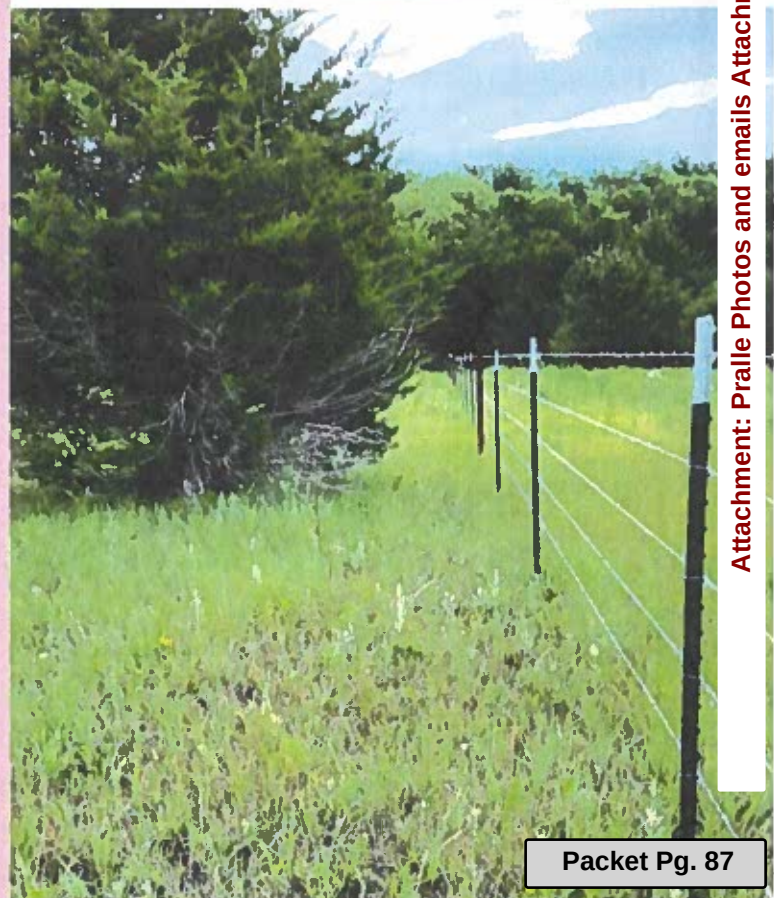


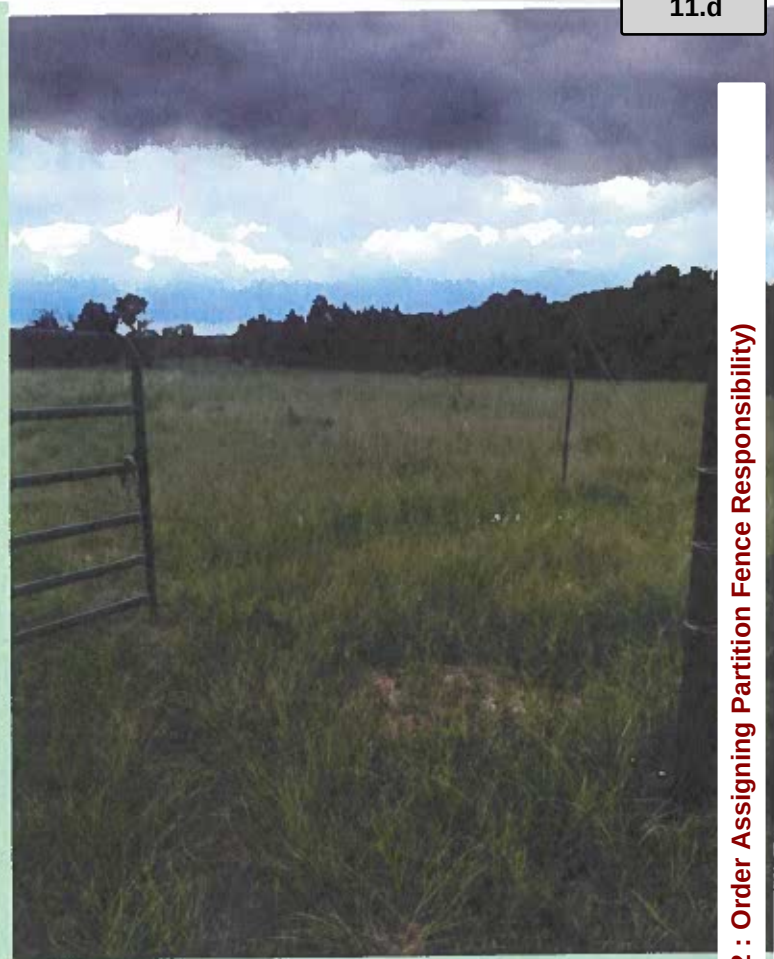


Center Pin & Post ↑
Trees Cleared Craigs side



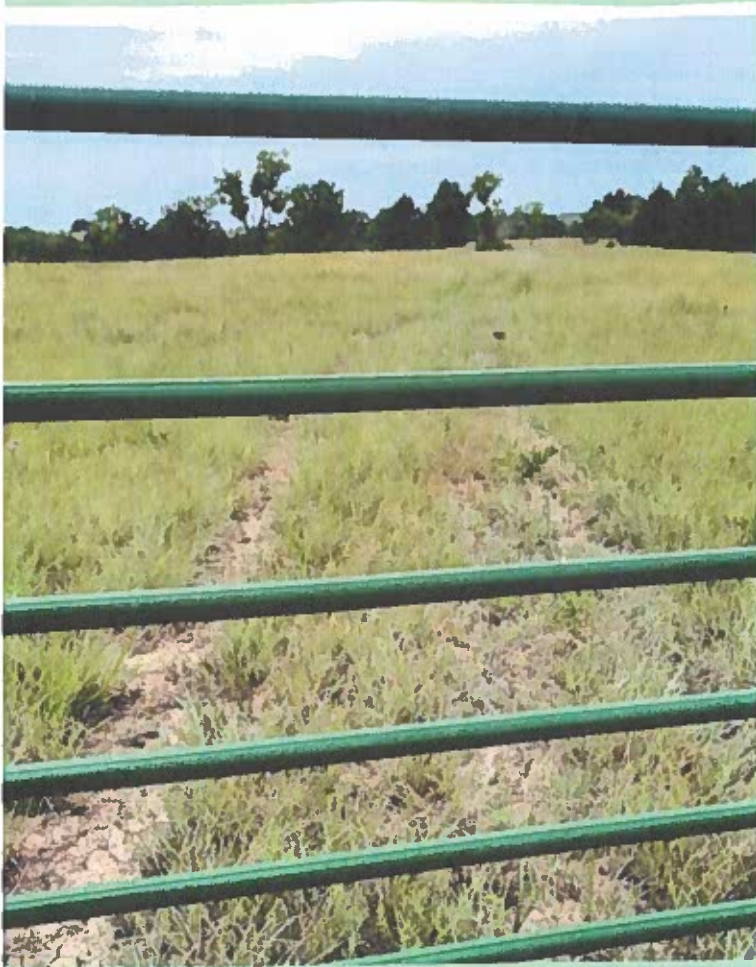
Looking →
East East of Center Gate



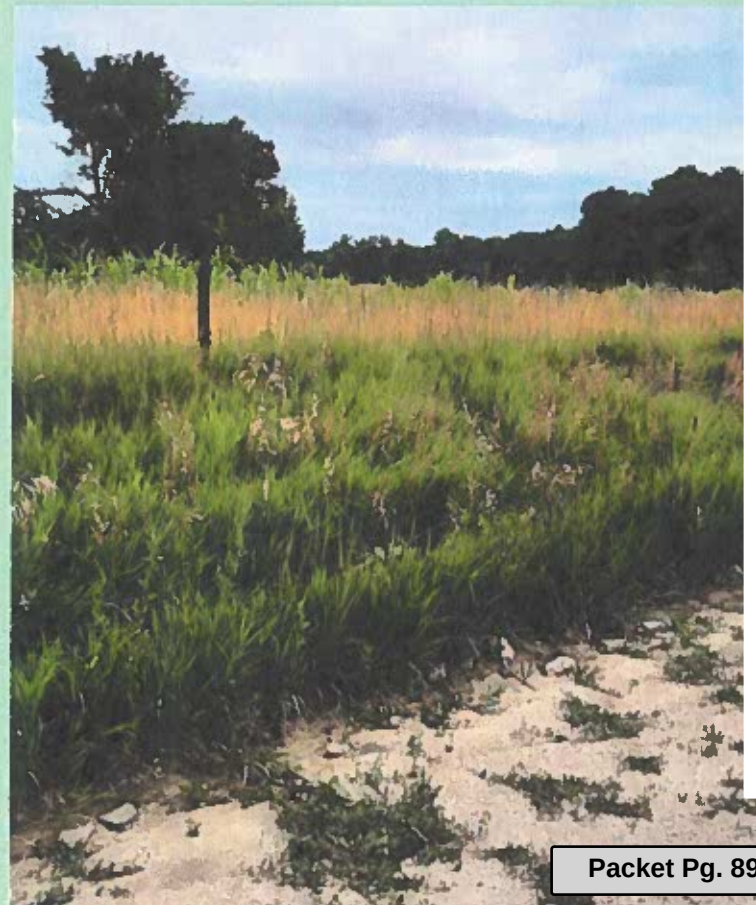


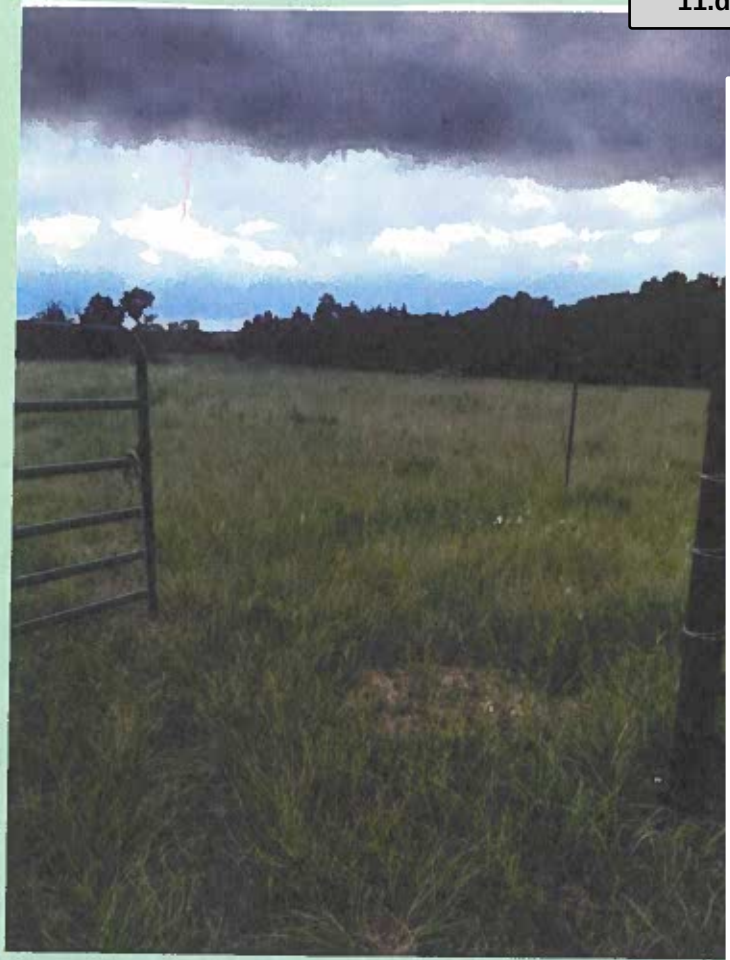
July 12, 2003
wind blew from North
Gate went South
But I was scared
it was going to come
back & hit my fence
So I put in 3 STOP
Post





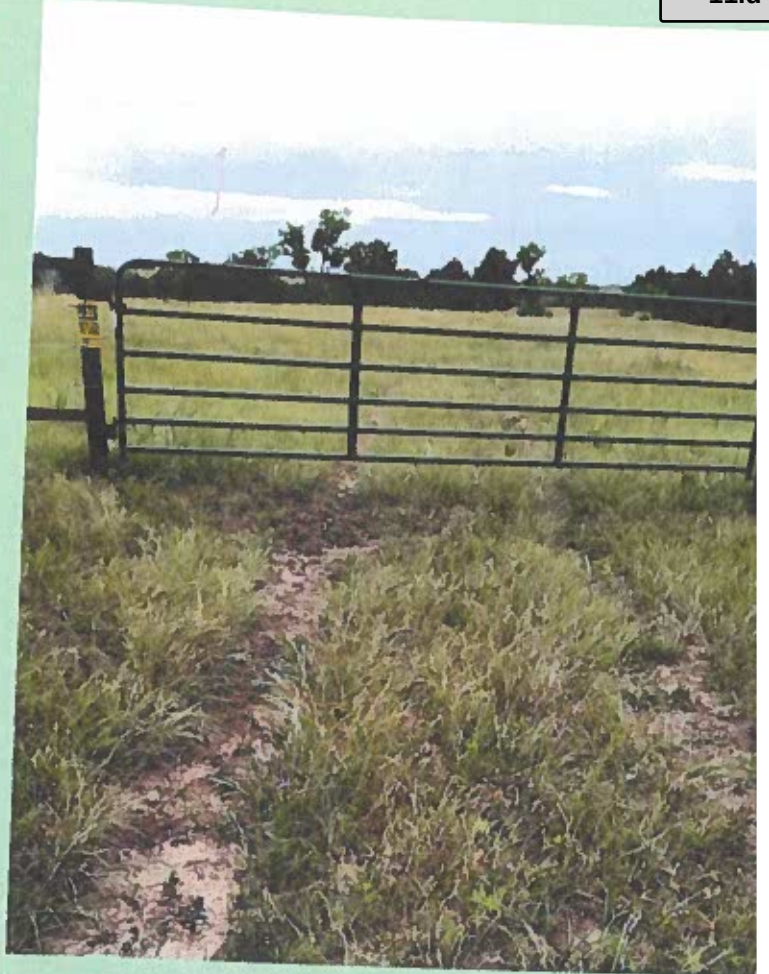
Ruts across my pasture ↗ ↗ Hopkins cut fence ↘ ↘





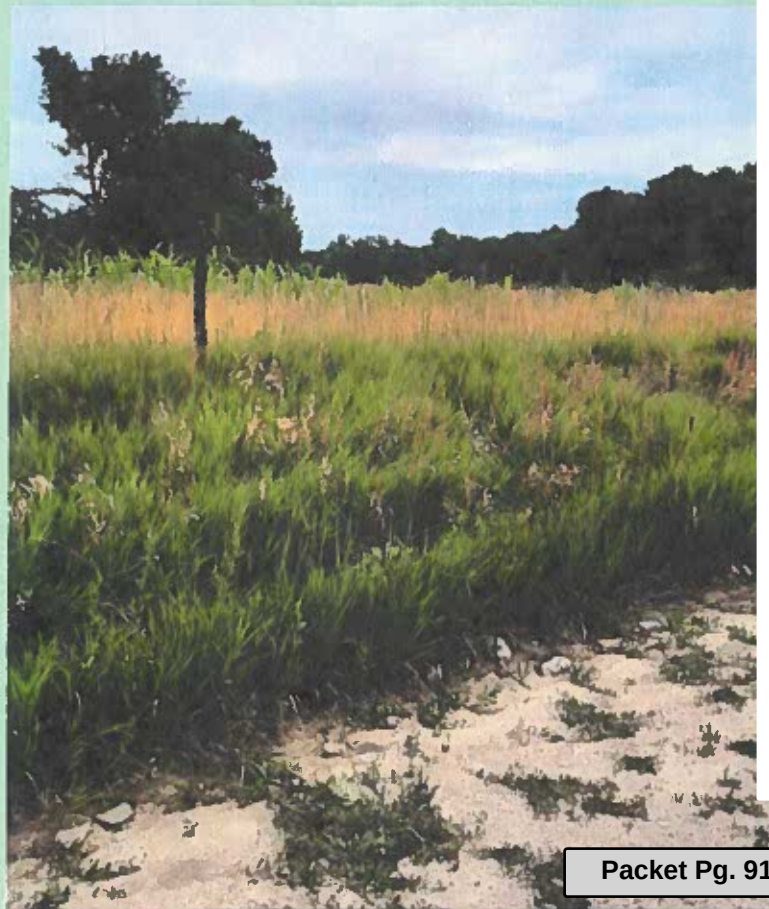
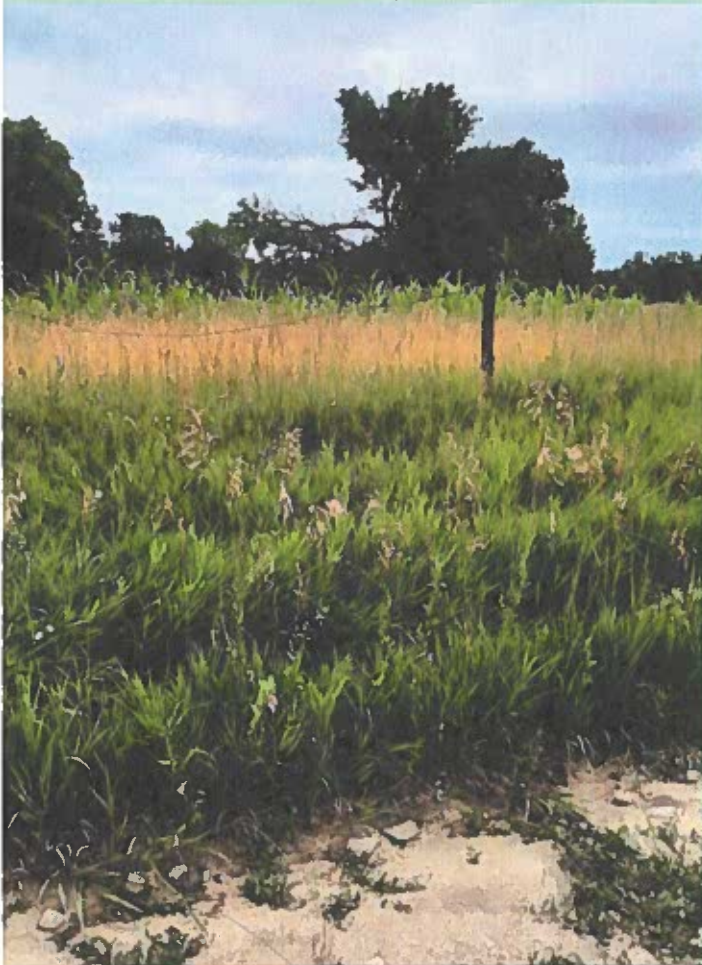
July 12, 2003
Wind Blew from North
Gat went South
But I was scared
it was going to come
back & hit my fence
So I put in 3 Step
Post





Ruts across my pasture ↗ ↗

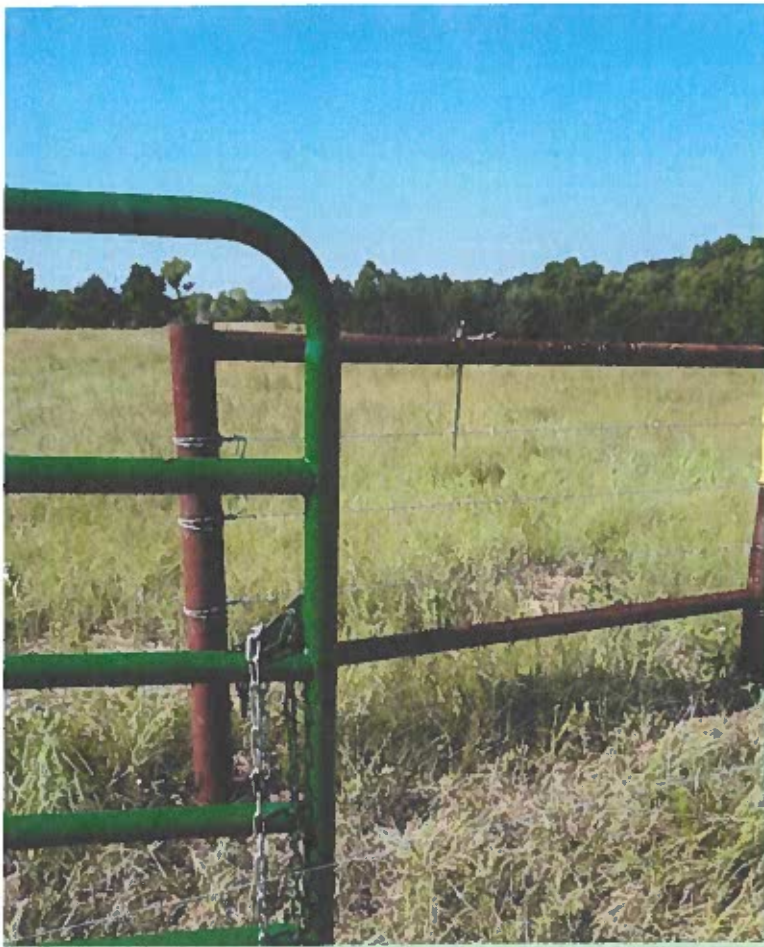
↙ ↘ Hopkins cut fence



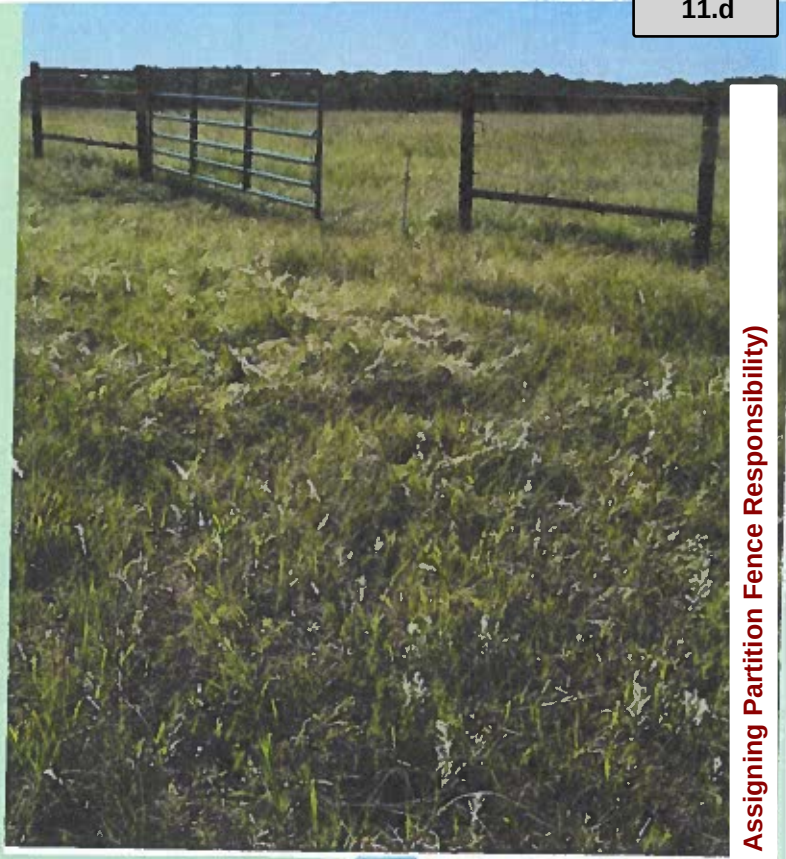


Hopkins Gate & Post with Camera





Sunday July 9, 2023 Craig
unlocked his gate



Tim & I were running wire Sunday
Monday July 10, 2023 I came down
to finish putting in post. Found
Gate still open





Hopkins Gate & Post with Camera



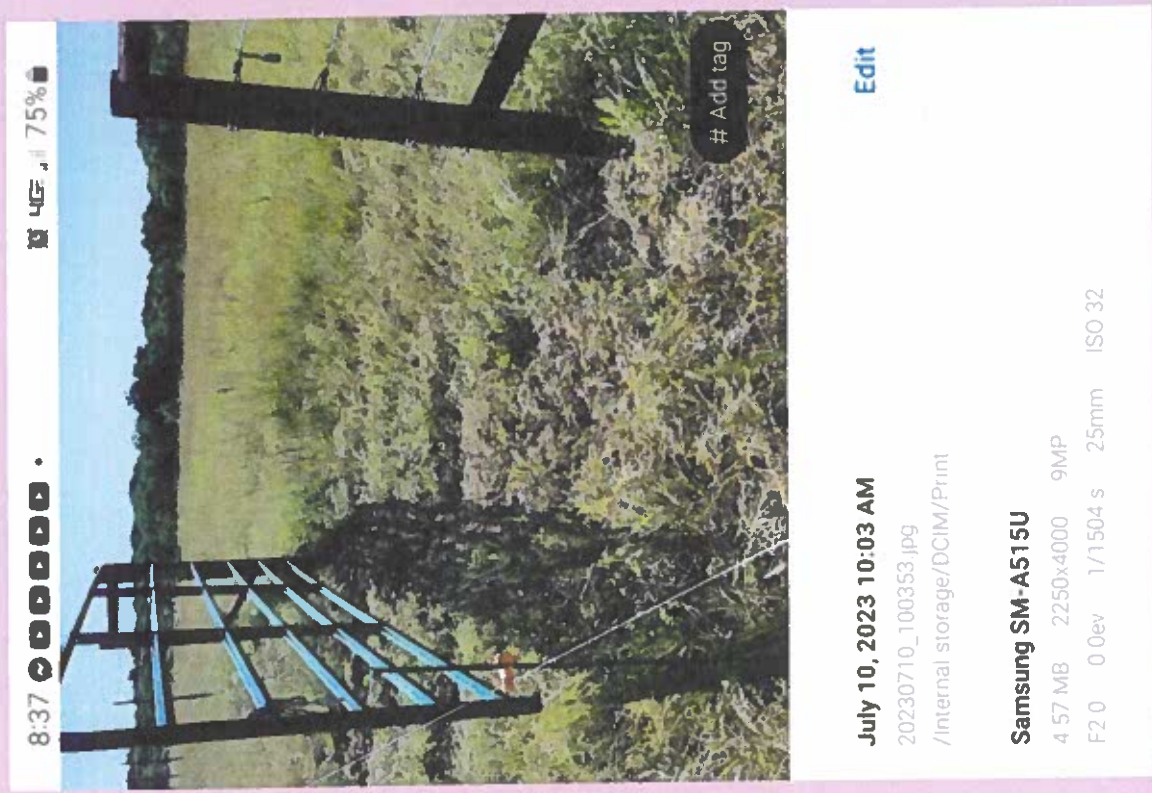
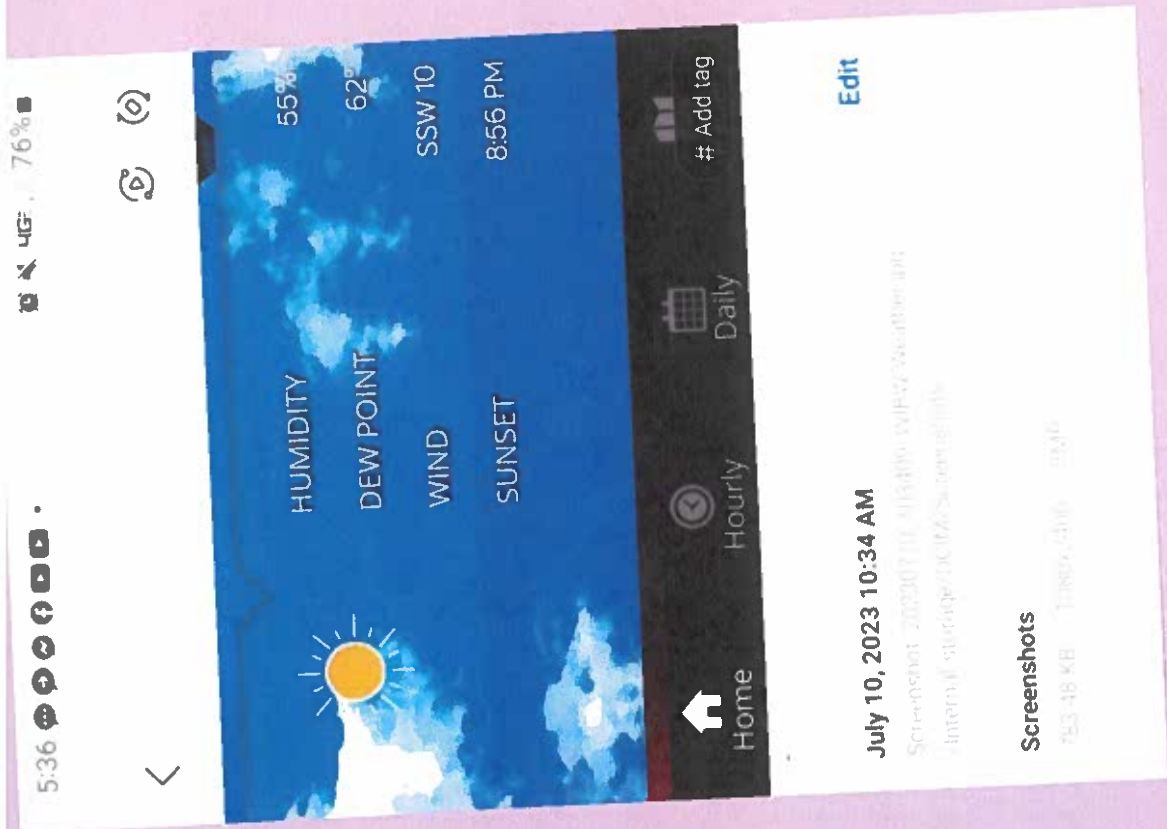


Sunday 9, 2023 Craig unboxed
July his gate



Jim & I were running wire Sunday
July
On Monday 10, 2023 I came down
to finish putting in post. Found
Gate still open







July 7, 2023 11:12 AM

20230707_111159.jpg

/Internal storage/DCIM/Craig's ruts

Edit

Samsung SM-A515U

3.94 MB 2250x4000 9MP

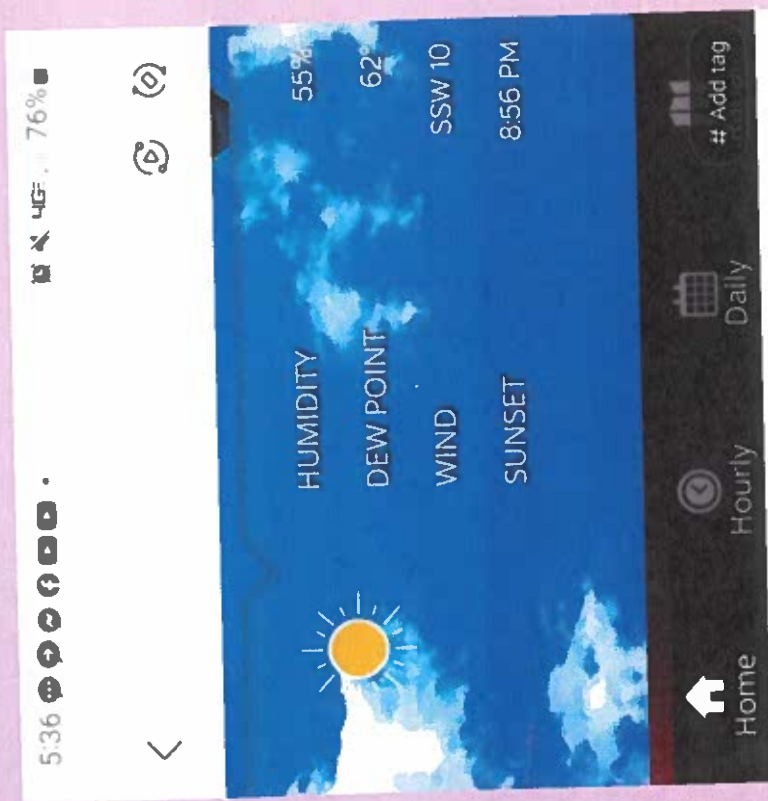
F2.0 0.0ev 1/1031 s 25mm ISO 32



July 10, 2023 10:28 AM

20230710_102825.jpg

Edit



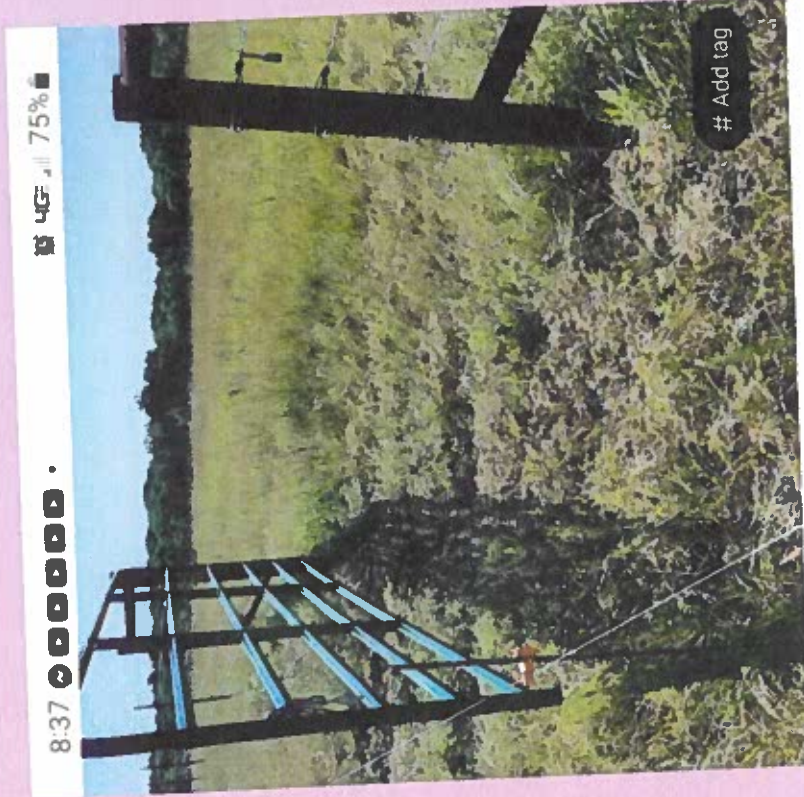
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Screenshot_20230710_103400.jpg
/Internal storage/DCIM/Print

Screenshots

783 KB 1280x1440 9MP

Edit



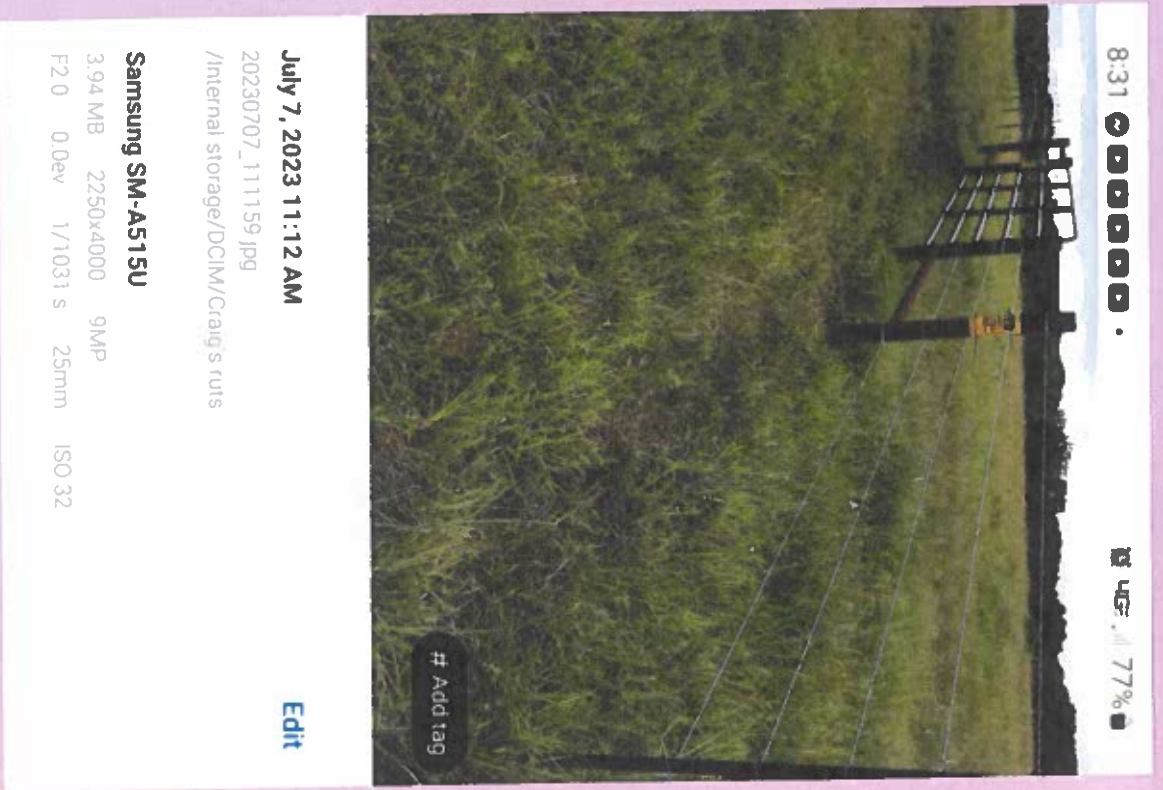
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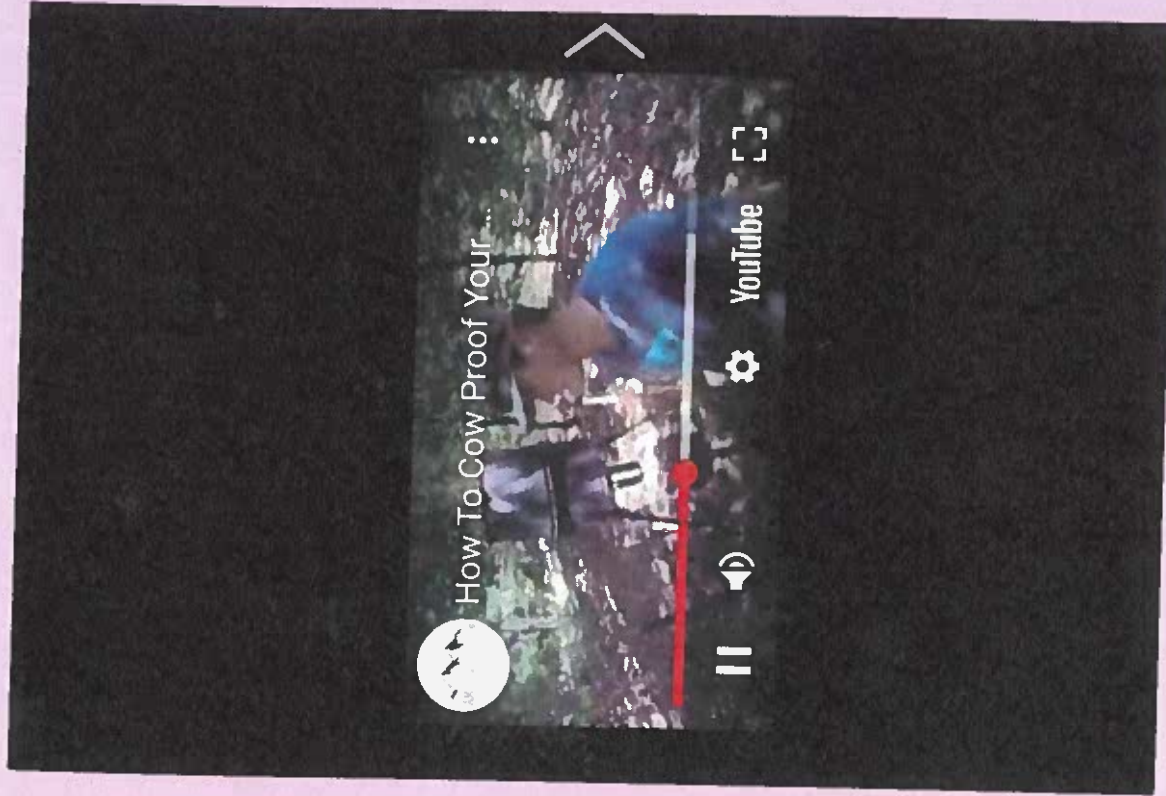
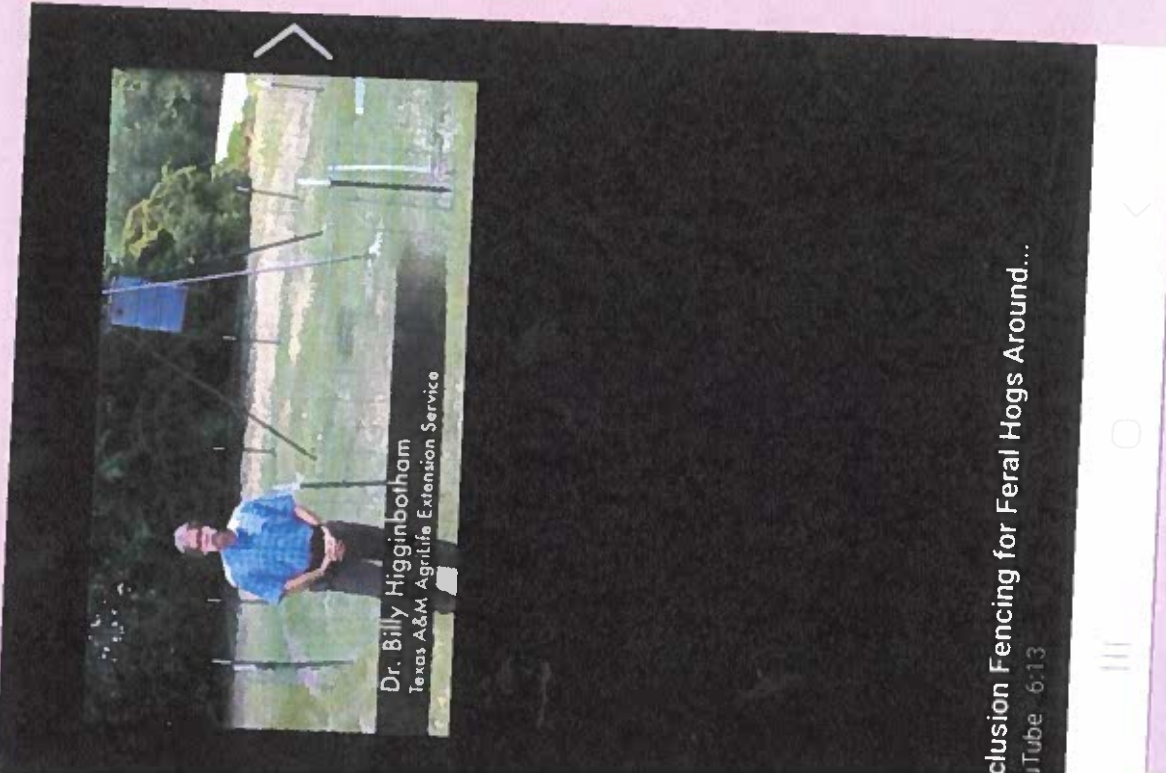
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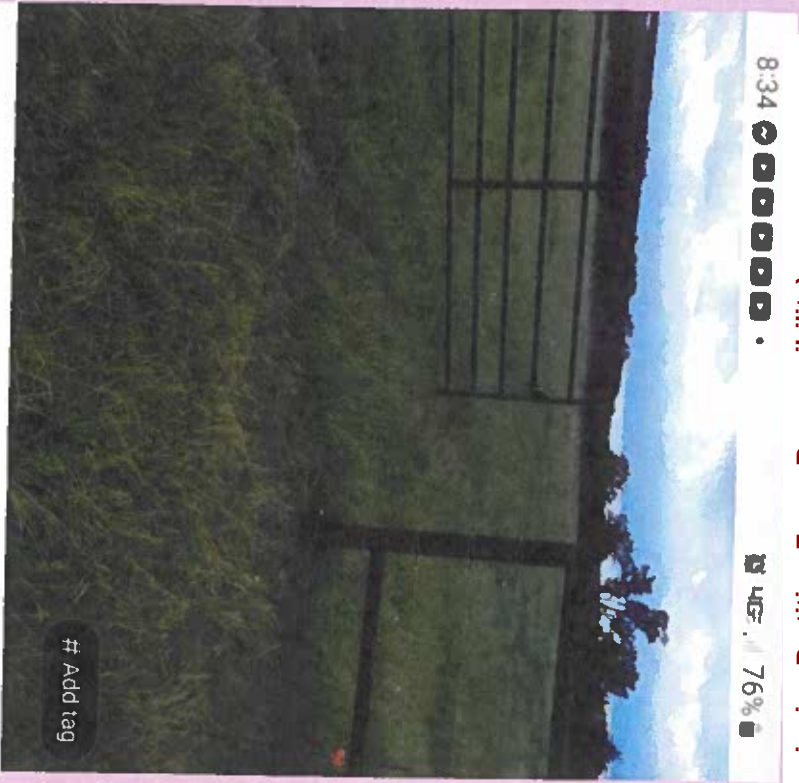
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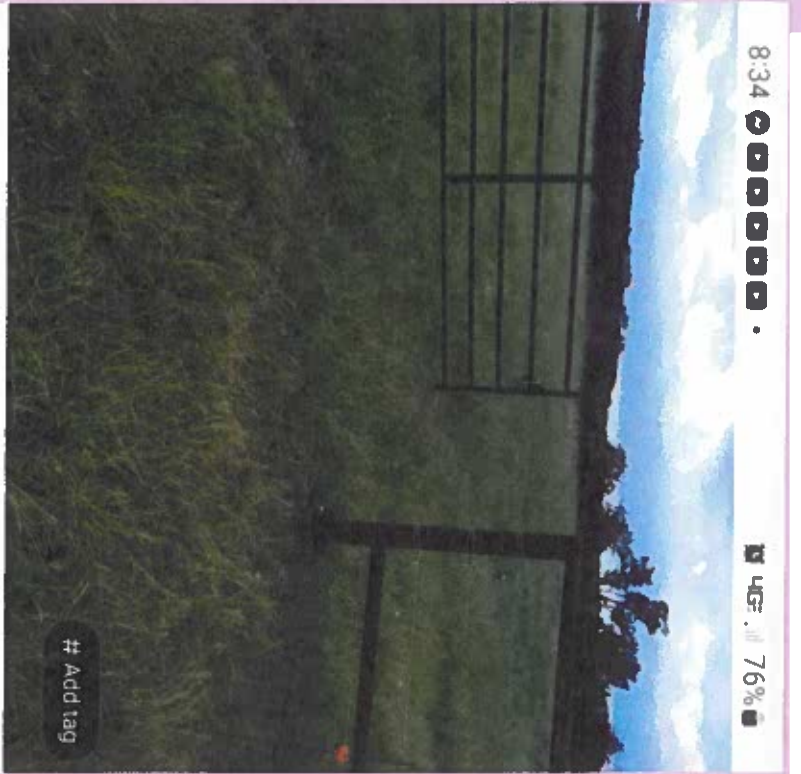
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July 12 2023 0:17 AM





July 12, 2023 8:56 AM

20230712_085626.jpg

/Internal storage/DCIM/Craig's ruins

Edit

Samsung SM-A515U

2.84 MB 2250x4000 9MP

F2.0 0.0ev 1/221 s 25mm ISO 32



July 12, 2023 8:17 AM

Craig Hopkins Westminster, South Carolina

Craig Hopkins 260 Swedesboro Road Pilesgrove, NJ 08098

3/16/21, 3:01 PM

Craig Hopkins

I was in Kansas last week and we did some work on our new 40 acres. I met with a cattle fence contractor and I'm getting a quote to fence the north and west sides of our property. We are going to plant food plots in several locations and they don't mix with cows. The fence will obviously tie into the existing fence to the east and south at the property corner pins. **We will install a gate at road entering from your remaining 40 to the north into ours.**

You sent

Oh it was my understanding that no fence would be put in place so that I could could graze back and forth as part of our hunting agreement.

You sent

That why I said I would be willing to fence in your feeders.

You sent

The other part with a fence is the water source on the east side.

3/16/21, 5:42 PM

Craig Hopkins

We can work it out. We came up with a plan to fence some of it but still allow cows on a lot of it and get to water source. The biggest thing that I would ask is to get cows off by October 1 ish.. I'll call u to discuss

3/16/21, 7:15 PM

You sent

Ok sounds good.

3/17/21, 3:00 PM

Craig Hopkins

The attached picture shows the two cow fences we are going to install. With those, the cows will still have access to much of the grass areas and the main water source in the creek just north of the east cow fence #1. We can discuss how much you can contribute to the fence since we won't need the pens around feeders anymore.

~ (picture of Craigs Map)

Craig Hopkins

OK - thanks.. I think the fences shown on the map are a good compromise and will allow us to establish the hunting haven that I know that property can become. I will let you know when I will be back out there and when we will start the fence. We are also going to plant a strip of tall egyptian grass along the north edge of Indian Hill Road so cars on that road cannot see the food plot. I'll give some thought to recommended improvements on the Bobcat North parcel.

3/24/21, 2:12 PM

You sent

Page | 1

Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

Get a sign make up to put on a post. New ownership. No trespassing. Cameras in Action. 📷

You sent

The other thing to keep in mind is if you ever get questioned by Riley County tax people is that you can say it's still pasture with cows grazing so taxes don't increase for recreational. If they think you're making money then they want to cut. Then explain you're just trying to be an activist and helping out wild life to increase population.

Page | 2

If you ever talk to a fish and game guy just say you wanted a place to enjoy, willing to help out wildlife, and the cows graze down the grass nicely. Then smile. They report things back to the county. If it Ben he is a good guy.

I'm not sure if fish and game would help share cost... Probably not because it's on private land and it's not made public. They might provide seed for a plot low cost.

You sent

I should put a sign on that gate...think twice before trespassing.

Somebody went into the old caves looking for treasures.

5/20/21, 12:15 PM

Craig Hopkins

The active lease insurance binder is attached. The green highlighted section shows your information. The blacked out line items are just other properties that are covered under the same policy.

5/30/21, 11:36 AM

Craig Hopkins

Not sure if u know but there were big increases in the total number of nonresident applications for deer tags. Over half of my hunters / buddies got screwed. Now I have big \$\$ already paid for leases with disgruntled hunters that won't be paying for anything else. Including the planned fences.

Kansas has to refund over 4 million \$. Lots of guide services going to go out of businesses. Ks fish and game a bunch of idiots.

That being said, we can't afford to do the fence this year. So - we are going to have to come to an agreement on getting cows out earlier so we can still plant food plots. Say by August 15-25th..

5/30/21, 3:45 PM

You sent

I've been so busy with some big things going on.

Didn't know about that. My take is deer population is low. I say that because i have seen very few this last year compared to the years before. I keep saying to everybody to take down the coyote population. I can hear them howl all hours of the night. I don't hear any bobwhites any more. Not seen a pheasant and was surprised to see the turkey whom I think was nesting. I have seen rabbits on the road now which that's been years. I have not seen a coyote. Only hear them. I'll see if my son in law would do some calling them in and shooting them. I do know coyotes have been seen in city limits. My neighbor south watch them grab 2 of her dogs about a year ago.

I'll try to get a hold of Ben at fish and game and see what he knows.

So can I get a deer Tag?

You sent

This is so stupid because our states economy need the hunters.

Is there an increase in Kansas residents getting tags?

Our Kansas governor is horrible.

6/2/21, 2:16 PM

You sent

I did talk to a kid that goes to k State and he had an interesting thought. From Western Kansas so he knows Kansas pretty good. We got to talking about out of state Hunters and just let him talk.

He wants to see the deer counts for the year. He thinks coyote counts are up. Plus he thinks fish and game released too many mountain lions.

He told a story about a friend got a deer was dragging it in the almost darkness when it felt like something was pulling on it. Luckily enough a neighbor and grandson saw 3 coyotes behind the deer and had guns.

He said covid-19 gets blames for everything in Kansas.

I do know years ago...maybe 35 - 40 the government wanted to test a chemical. So at Fort Riley they used coyotes, it caused hair loss and death. They spread it to other coyotes. One day I went to hang up clothes and under my line was a coyote looking very sick with no hair.

Before that in the 70's they offered money for a cut off ear.

Deer accidents 20 years ago cost insurance companies a lot of money. We had 13 accidents in a year and half.

7/26/21, 9:42 AM

Craig Hopkins

circling back to the conversation about the cows being off property by August 15h... We will be in Kansas August 13-20 to complete food plots and seed them. I would like to seed the plots on our property between August 15 and 18. Thanks, hope all is well

You sent

Solution is electric fence. Pasture rent is from May 1 to end of Oct...Nov 1st. So I have to honor Jim's rental agreement. But I'll get him to run an electric fence solar battery. Let me talk to him. I'm seeing more deer now, 3 spots for quail. Changing farm renter end of year.

7/26/21, 10:47 AM

Craig Hopkins

Ok - I'll just put in plots and seed them . Will just need fence installed about the same time..

7/26/21, 11:06 AM

You sent

That could work. I'm going to start doing cover crops this fall for cows first then branching over to other critters. Chestnut trees attract deer in fall and winter I was told.

7/26/21, 5:36 PM

You sent

Up north. Wheat will be in the green area...critters will have Milo heads to nipple on for the winter. It's not getting worked.

8/14/21, 2:14 PM

You sent

Did Jim Steele get a hold of you? He wanted to meet up with you as to what needs to be done.

Page | 4

10/12/21, 9:41 PM

Craig Hopkins

I flagged both spots... the bags of corn are now empty thanks to the cows but empty bags are markers. No feeders there yet. Coming down lane from north rose hill gate look right for clumps of dead trees. First orange flag in tree . Follow SW to marked spot. Ladder stand is about 20 yds north. The other location is along se corner pasture on east side of creek. Right where cedars end. Follow flags across creek at base of hill. Only 15 yds from creek. Best case however would be to move cows. Either way- need resolved by next Thursday 10/21

You sent

Ok I sent Jim a couple of messages but didn't hear back yet. Thinking he fell asleep. I hope to have something one way or the other done by this weekend. I know he said yesterday that today he had major work deadline. Thanks.

10/14/21, 11:00 AM

Craig Hopkins

Any updates?

You sent

No I haven't heard a word from Jim. But I'll try over noon again. I'm sure this weekend something will occur.

10/22/21, 12:29 PM

You sent

Cows all got moved. I'm heading down to check his fence line. He said this morning cows were walking it.

Craig Hopkins

They can hunt coyotes there anytime after January 1st...

12/22/21, 10:57 AM

Craig Hopkins

Sent you this via text also...

Taking all into consideration, We've decided that we won't have cows on our 40 acre piece anymore. It was pretty much a lost season there and our long term goal is for deer. As such, we will be removing the fence along Indian Hill road in April/May.

Please let me know if/when you will be erecting a new fence around the 40.

1/12/22, 9:42 PM

Craig Hopkins

Following up on my texts and messenger to you about the fence. We will be there during the first week of April to work on food plots and take down some of the fence. Please advise as to your plans about new fence, etc. I'm willing to work with you on all but time to work on what we bought it for. Hope you are well.

2/6/22, 11:35 AM

Craig Hopkins

Page | 5

Trying to contact you again.. I tried calling, email, and texts. If no response, I will try to get in touch with Jim Steele

2/6/22, 11:58 AM

You sent

You can talk to Jim if you want. I'm still dealing with ex getting his shit...your next on the list.

You sent

As for this mess we have...we need to go back to our original agreement. Kansas pasture season is 6 months. May 1st to Oct 31st. Now originally we agreed back and forth to allow cattle water rights, grazing, hunting, etc, rights to the rest of property for \$150,000.00. You even actually got actually an extra year....11 years instead of 10 years hunting rights. Now you said you were building a fence

Now when you first talked about a fence I thought it was running around your 40.

You sent

Then I sent you this because if in a dry year the pond dries up the cows go to the creek for fresh water. So I still needed the water source of the creek and that was a big concern that I stated from the start. There are sometimes springs in the center but I was not sure of their location and you don't depend on them. Now I admit I was shocked at the way you hunter. My style was no cameras, no feeding except to help out wild life and that was not tubs of grain placed out. I have scattered grain and I always plant wheat for winter grazing which lowers my wheat yields in the end. So I never expected the early feeding of corn that you do.

2/6/22, 12:44 PM

You sent

I asked around and I was told that sometimes hog panels were put up around feeders. Now they were talking about regular deer feeders not tubs. I asked them if anybody uses electric fence and they told me they knew of a person that did electric fencing around feed plots. They asked me if I had the baiting hunters? I said I didn't know what that meant.

Now I told the Riley County Tax office that I sold agricultural ground and it was to remain agricultural and not recreational use that my cows were feeding off the acres.

One other thing I have heard is Kansas is passing a law that no cameras can be used during hunting season. Not sure if it passed.

Animal rights groups are trying to pushing through no baiting for hunters and it has to be tracking or deer stands only hunting.

I was told drones would be used by the Parks. Side note I can not personally fly a drone over Tuttle creek it's against the law.

Craig Hopkins

We need to talk in person on the phone to clear this up. I've tried u several times. Has your cell number changed?

You sent

My solution when you said that you weren't building the fence because tags to out of staters were pulled...was let's go around feeders with panels and I found pictures of it on internet. Or electric fence. I brought down supplies to do that. Then Jim took me down to the area and I'm thinking wow.

You sent

I went back and looked maps and talked to a legal person. You suggested moving the fence line over to the west 40 of mine...10-20 ' The problem is that is a different tract of ground. If moved then it would/could be grandfathered in for years to come effecting the other deed. In Riley County they have strict rules about ground. That was a headache just selling off 40 acres and getting approved by the commission. I had to do alot of talking and I can remember but it couldn't be a few acres.

Page | 6

You sent

I've talked to Jim a month ago if he had any solutions. He said chainsaws. And that he couldn't even find the center post of the pasture. I went down one day last fall looking and I couldn't. Otherwise I would have cut around that post. Jim did say that it was like earlier grass on your corner that cows could be penned to eat it down then moved on by penning them out. I have always wanted to cross fence the whole pasture. In fact I was seriously looking into do that a few years ago but I have to have a water source on each section.

You sent

Now I admit cows have ate corn in tubs and destroyed tubs but I wasn't understanding the problem correctly at first as to what you were doing and what a grove of trees there is. When you said a fence at first I thought from east corner pen to the west center pen and then south to pen on road. I didn't think it including the trees in the center as much as it does. When Jim took me down there he was telling me about where he thinks that line is.

You sent

Now I need to think about things.

You sent

You sent me this picture later and I'm thinking if that is feasible or not. Or if an electric fence sectioning it off would serve a better purpose. I'm not sure at this point. I need to go down there and look all the possibilities there are. Basically I need a water source. You want cows off so you can plant a food plot and have feeders.

You sent

Now I'm not talking about a permanent fence. I'm talking about a temporary solar fence but I have to have good sunlight area for the controller.

2/6/22, 1:48 PM

You sent

I have a woman farm conference this week that I am preparing for. A horrible headache today and I'm late for another thing, I missed part of my online church service this morning because of poor connection.

But before February is over I will have something to bring to the table to discuss on a solution. Just not today. I've sent a message to Jim. I think he is on a different work contact this year and maybe less driving time. Last year was leaving before 5 am to get on to the base before 6 and not getting home til 6-7 pm. Hopefully we can all work together.

Craig Hopkins

We can - I think you are making too much of this. The bottom line is I own the 40 acres. I bought it for deer hunting and to manage it for deer. I don't want cows on it anymore. I will work with you about fence placement to make sure the cows on the other 120 acres have water all the time. The rest of the leased property has no

bearing on my 40 and I know the cows come first on those pieces. We only hunt within the current laws. The future path that KS FW takes is out of our control. As an FYI - we killed 0 deer this year so feeders and cams are just an aid and not a guarantee. So you lmk when u have time to talk live as texts tend to be taken out of context.

2/6/22, 7:06 PM

You sent

Wasn't our original agreement that the cows could graze and drink water from the creek? In return you could hunt the rest of my property for \$160,000?

2/6/22, 7:42 PM

Craig Hopkins

I would not pay 160,000 for 40 acres to have cows on it. I overpaid for the 40 acres because the other 10 year lease came with it. There is nothing in the purchase agreement that said we had to allow cows on the 40 I bought. That would be crazy on my part. Again, I will work with u on the fence placement and making sure they have water. The other properties that are now leased were a bonus that factored in to the decision to overpay for the 40 acres. I'm sure there is something in that lease that allows for the cows.

The bottom line is that there will be a real fence and I'm willing to work with u on where it goes and that the cows have water.

Craig Hopkins

Ps - this would be much easier with a person to person conversation on the phone. So let's defer to that when u can make it happen

2/9/22, 12:28 PM

Craig Hopkins

Please lmk when you can call me to discuss this further

2/12/22, 8:09 PM

Craig Hopkins

Ok - you lmk when u want to discuss this.

You sent

Maybe we need a mediator...

2/12/22, 8:27 PM

You sent

I spend 2 days at the farm women's conference. Got to meet several people in varies areas. Kansas ag mediation services had a booth there. I've dealt with the K-State Ag services before.

Craig Hopkins

Not sure what we have to mediate.. I'm not fighting with u. Just lmk when u can talk person to person on the phone and I'll call u

2/23/22, 10:40 AM

Craig Hopkins

I've tried numerous times to contact you via phone and text. All to no avail. It would be best for us to talk via phone in the very near future. My cell number has not changed (609-319-8265).

2/23/22, 11:03 AM

You sent

Wait I have sent you messages back. My reception is getting worse so unless I'm on a hill top phone service is crap. Page | 8

I have even suggested mediation services from K-State Ag department.

I keep saying the same thing.

On a warm day I will meet you in the pasture and we will talk and tour. We will find that center post. I'll bring a chain saw. To cut it out of growth.

Craig Hopkins

That's all well and good but I won't be back out there till April. Our conversation can't wait that long. Please Call me at your earliest convenience

2/24/22, 7:42 PM

Craig Hopkins

Ok - guess you aren't that interested in discussing this. I've tried to discuss this with you amicably but it's not working.

2/24/22, 8:02 PM

You sent

Craig we can talk next week. After Wednesday, things should be less stressful for me.

2/25/22, 10:25 AM

Craig Hopkins

Ok - but I've been trying to get the point across that there will be no cows on our property from here on out. We will be there the first week of April to construct food plots, etc. Additionally, we will be taking down a portion of the fence along Indian Hill Road.

You sent

That was not our original agreement. You said you would build a fence. You said the cows could graze and drink from the creek and that why I sold it to you.

2/25/22, 10:52 AM

Craig Hopkins

That is simply not true. There is nothing in the sales contract and I never said that. I did not overpay for 40 acres that I couldn't improve for the very reason I bought it - that would be crazy.

The separate lease contract explicitly states that cows and grazing are a priority - I realize that.

As I've said and said again, I will work with you on the fence, move it onto a piece of my 40 to allow cows a water source, etc.. But I'm not going to fund a fence to keep someone else's cows off my property.

Finally, the cows spent an entire grazing season on the property and I asked for \$0...I didn't raise holy hell when we lost an entire core of our hunting season dodging cows on my property.

I'm very reasonable and u are not acting that way.. You won't even discuss this verbally and we both know that text interpretation and context doesn't work.

4/26/22, 9:12 PM

Craig Hopkins

To reconvene... I've contacted and met with a local attorney in Clay Center. He has reviewed Kansas law for our matter. In a nutshell, we are each responsible for 50% of the fence cost. I've contacted a local fence contractor and will be moving toward getting the fence constructed sometime this summer. By law, we have two options. The easiest and least costly follows...

1) we agree to the fence contractor and total price. We each pay half. That's it.

If not, I will proceed with the "fence viewing statute" under Kansas law that involves the County Commissioners. That too is relatively simple but something I don't want to have to do.

Please let me know if you agree to #1 above.

I hope you are well and hope to hear from you soon.

Craig Hopkins

609-319-8265

You sent

I asked you to meditate...and I have them your number.

4/26/22, 9:56 PM

Craig Hopkins

Mediation that you are referring to is not an option. So, let me know if you want to proceed with option #1 above. If not, I will proceed with construction of the fence and the fence viewing action option. Time is of the essence.

I can forward the actual law if you want to review it.

4/26/22, 10:17 PM

You sent

So you are telling me that you told them no to mediating through K-State Mediation Service?

Why not mediate with a third party in order to try to come to an agreement?

4/26/22, 10:34 PM

Craig Hopkins

By law, the only thing left to discuss is whether we proceed with a simple 50/50 split on fence cost. If you don't want to agree to that then I will proceed with my only other option.

Lmk if you change your mind. I am proceeding as stated.

4/28/22, 11:28 AM

You sent

Working on it.

6/28/22, 10:51 PM

Craig Hopkins

I've retained an attorney. Look for a certified letter soon. If u would like to make this easy we can proceed with a simple 50/50 spilt of fence. If not, then I'll proceed with my only option. Hope u are well and hope to hear from you soon.

Page | 1

You sent

So the commissioners are not viewing the fence line?

6/29/22, 10:15 AM

Craig Hopkins

For the record, I don't want to have to do any of this extra stuff. The easy answer is we split the cost and meet to finalize the final layout.

If not, then I will follow the law as it's written. We will end up in the same place but with more expense and aggravation. Your call. Just know that I've started the legal process but can still stop it if we can resolve this the easier way.

7/5/22, 11:07 AM

Craig Hopkins

The certified letter will be finalized and sent to you today. Last chance to come to an easy resolution to this matter. If not, then the letter will spell out next steps.

7/5/22, 1:47 PM

You sent

I was going to get my catch pen panels from around the shed but most are missing. Do you know what happened to them?

Craig Hopkins

No - did not touch them... cleanup around the old homestead is on our to-do list

7/5/22, 2:05 PM

You sent

They are gone. Must have been stolen. I asked Jim about them and he thought I had removed them. I said no I was going to use them to build a new catch pen. I need to pick up that heavy tin that blew around from the barn maybe next week or week after.

I got a new farm renter. He is going to clean up a couple of the patches to get his tractor in to work them. He will be cleaning all a long the edges. Pushing trees back and trimming them so they don't cause him problems farming. You might want to remove the cameras til hunter season. Also I'm not planting wheat in the back corner because it needs to be rotated out. The wheat stubble will be no tilled with a crop.

7/5/22, 2:51 PM

Craig Hopkins

Ok thanks for info. I will be there next week and will move any camera that's out there

You sent

Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

Sounds good.

7/6/22, 2:27 PM

Craig Hopkins

As a last contact, I'm moving forward with the attorney letter. Just be aware that if I have to proceed without your agreement then you will be responsible for 50% of the fence cost, the total cost of the county commissioners (if any), the total cost of the attorney, and misc costs for my travel, meetings, etc.

Page | 1

If you agreed to sharing the fence I would meet you next week and share the written cost estimate, layout, etc.,

You sent

Send me the written cost estimate.

7/6/22, 3:14 PM

As requested

Craig Hopkins

You sent

4 or 5 wire?

7/6/22, 4:03 PM

Craig Hopkins

It's for 5 wire - would 4 wire be enough?

7/7/22, 1:34 PM

You sent

You realize we are doing negotiations right now that should have been done to begin with instead lining up attorneys?

I'm not agreeing to anything right now but I have some serious questions to ask.

What you sent me was an estimate from a guy. Did you get others?

- 1) I don't know did he ball park you figures or did he look at the job?
- 2) \$4,620 is labor of building 1/2 mile fence. Which I've been quoted \$5,000 for a 1/4 mile labor and material, all metal no wood.
- 3) Road fences are usually 5. Inner fences are 4. Difference only \$115 times 2, minus some labor.
- 5) roll of wire \$115 ? Wire has went up in the last couple of months but that's an over kill of \$15 - \$20 per roll. He quoted you the most expensive for an inner 5 barb wire fence...good for buffalos. Wondering type he priced?
- 6) t-post...\$7 that's over charge of \$1 each so he is making money off of supplies, too.

I'm betting I could walk into TSC or Orscheln and bulk price or sale price 200 t post a lot cheaper. Same with Barb wire.

7) that estimate on tree removal is only an estimate. 10 hours will not knock it out. Double that.

8) not sure what those other post are all for? Need to study his list to understand how he is building it. There 1 corner post in center - 3 post. Then 2 ends.

He list 5 corner post, 6 brace post and 6 brace pipes then 10 line post???

Just Estimates and negotiations.

7/8/22, 11:15 AM

Craig Hopkins

Feel free to get your own estimate. He has walked the path of the fence twice. By law, which will be in the legal letter, **I need to provide 2 estimates**. I'll agree and pay for 50% of whatever deal you are happy with. I could care less about the details of the fence as they aren't my cows.

7/19/22, 4:09 PM

Craig Hopkins

Are u getting a quote? I now have 2 . I was at the property last week . Of course, all the cows were on my property.

7/27/22, 9:57 PM

Craig Hopkins

Certified letter sent to you two weeks ago . The post office has been trying to deliver it. Any comment on this?

7/27/22, 11:16 PM

You sent

Yes new gal at post office and she said it was address certified to Janet Strader to sign.

7/28/22, 6:34 AM

Craig Hopkins

Did u sign for it?

7/28/22, 8:01 AM

You sent

No it said Strader.

7/28/22, 9:06 AM

Craig Hopkins

Semantics. It will be resent as Pralle. More lawyer fees for a simple problem.

7/28/22, 10:39 AM

You sent

In order for me to sign it needed to be Pralle, shes new. Everything has always said Pralle. I don't know why the lawyer sent it Strader.

8/5/22, 9:00 AM

Craig Hopkins

It was resent certified to Janet Pralle last Friday. I trust you already know that.

8/5/22, 9:26 AM

You sent

Thank you I signed for it a couple of days ago. They notified me and I met them to sign for it.

My renters dad took a turn for the worse the last couple of months and died last week. So my renter and I are behind on getting trees pushed and things sprayed. We are trying to catch up fast to get the next crop in. I will be in touch.

Page | 1

Craig Hopkins

Ok - thanks

8/5/22, 5:23 PM

Craig Hopkins

Craig unsent a message

Craig unsent a message

Craig Hopkins

The attorney is scheduling the fence viewing with the county commissioners. They will contact you to attend. Again - for the last time - you can avoid all this if we just split the fence cost. Lastly, if u choose to wait for the fence viewing u will be responsible for the legal fees.

8/13/22, 7:37 PM

Craig Hopkins

Ok - no response as usual. Look for your summons to the fence viewing

8/13/22, 8:03 PM

You sent

Excuse me, I just got the letter what a little over a week ago. Since then this week I have dealt with a crack/broken wrist and a deep freezer that went down. My doctor has retired and Urgent Care has their x-ray person on vacation. So I'm currently using a wrist support. I have went for 3 days this last week in horrible pain and it's now starting to let up.

I will make a phone call to your attorney this week.

8/13/22, 9:04 PM

Craig Hopkins

Sorry to hear that. Hope you feel better

You sent

Thank you. It's a part of life.

8/18/22, 9:28 AM

Craig Hopkins

attorney is still waiting for your contact. I will be in kansas between 08/26 and 09/01. attorney is scheduling the fence viewing for a time when I will be there.

8/30/22, 5:07 PM

Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

You sent

Your attorney never answered my email that I sent. When is the fence viewing?

Craig Hopkins

We discussed it . You will here from him soon. He is talking to the county people for possible dates

You sent

Ok I had sent him a second message in case the first didn't go through.

9/1/22, 2:12 PM

Craig Hopkins

The letter was sent to Clancy Holeman - Riley County Counsellor today.

You sent

10/3/22, 2:27 PM

Craig Hopkins

When will cows be off my property?

10/4/22, 9:17 AM

You sent

Jim called me last night from where he works. He went ahead and weaned calves and worked steers this last weekend. He didn't get my messages until the weekend had passed. And I didn't get his 3 phone calls neither. **We talked about putting up a temporary fence out and around your ground.** The cows go to my bean field and the beans are not dry yet.

The pond has stagnant water due to lack of rainfall. Kansas warnings are out about allowing cows to drink the stagnant water with bacteria counts being high.

I said I could work on putting up the temp electric fence around but I need a fresh water source.

Craig Hopkins

That doesn't answer my question

10/6/22, 12:31 PM

Craig Hopkins

Do u have a date to get them out or not? If not, will you be installing the electric fence? If they need water just fence a portion of the good water location. I just need them confined or out by 10/14

10/6/22, 2:45 PM

You sent

I bought more electric and steel post, insulators and new roll of wire yesterday everything is loaded but Marysville didn't have the solar I wanted. I'll run to Manhattan tomorrow. Maybe start working on it then I'll take the easy path around the trees.

And find a water spot. Both Jim and my cows respect hot wire and I want to make it hot.

Craig Hopkins

K. So expected date it will be in-place?

You sent

Me, myself and I by begining of next week. I'll check with Jim to see if he has an unwinder for a big roll. Might talk him into unwinding for me.

Craig Hopkins

Please only encroach onto my property as necessary to gain water. Our important hunting spots are in the northwest draw property corner and in the SE corner draw.

You sent

I understand I will be on my side of the trees on my property - least resistance and just cut back to water....maybe cut in down on the sw corner somewhere. I've not looked yet at the creek down there.

10/14/22, 8:42 PM

You sent

I was going to take somebody down there on Monday but he couldn't do Monday or Tuesday. Here was the map I was trying to do.

You sent

I scoped out water spots and looked at the different parts in the creek that didn't have water. Real shortage of water this year. Not seen this in a long time. So on Thursday I took a guy that has a tree blade and we drove around looking at the fence line and what he could do to clear. He had some thoughts.

The cows have been separated in different groups all summer. I teased them one day trying to get them together. I brought down 2 bales of hay to them closer to Jim's gate. I'll bring down 2 more so we can get them all into his pen, to work and haul. Jim has been doing double time trying to finish his job down south. He can't help me right now but I'll get them arounded up and off with the next hay bales. Got the guy moved in today to cut my beans north...they are running wet

Craig Hopkins

Just need a date when they will be off or the electric fence is up.

You sent

He cut north and will work on south next. I have gotten ready a spot for them today, as soon as we can haul which Jim says I can work on moving them into his place but I need them to clean up the hay bales I put out so they will follow me and I'll be back down there on Sunday or on day with the hay.

The tree shearer guy might be back to walk that line fence but he said he can't do another project until he gets a roof on a building.

Craig Hopkins

So the cows will be off by Monday?? As for the fence drawing , is that where u want the permanent barb wire fence?

You sent

No that map was only going to be the temporary but that's an old map...those trees are much more grown out further. I could not get a path through. I saw a water source that was not dried up near your tree stand and down by the barn...everything else looked dried up.

You sent

What the tree guy wanted to do was get me in closer to center making a path.

Craig Hopkins

So if the cows will be off in the next couple days why would u need a temporary fence?

Page | :
Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

You sent

Because this is a problem in the fall...you want them off, I need crops cut in order to move them and Kansas rental pasture season is until Nov 1st. So I'll feed Jim's cows until then. His other pasture got burned off accidentally this spring in that big fire. He had a lot of repair work to do. So he put a few back into the pasture this year.

10/14/22, 9:34 PM

Can u just answer the question... when will there be NO COWS on my property?

Craig Hopkins

It's not a trick question

You sent

As soon as they eat the hay from those bales so I can get them to follow again I can lead them together and not have to chase them. They seemed hungry and wanted the bale so if they eat through it they will want more to eat. Grass is short and a bale means they don't have to walk and grazed I'm not sure the weight of the bales and number of cows but I think I got them all together again knowing there is hay to eat. They will want more but they will not lead if they have something still in front to eat. I had to do 2 bales so they would not push and fight.

10/18/22, 9:50 AM

Craig Hopkins

Any update? Was there yesterday and cows still all over my property

10/18/22, 12:28 PM

You sent

I'm not sure what happened. Obviously I didn't get a message from the guy who was going to help me and he went ahead and took bales down sometime..he's at work now. I just got his message. He's going to come by when he gets off work. Phone are a mess.

10/18/22, 1:40 PM

You sent

I was just down to the pasture...and the bales are sitting in Jim's yard. They guy said he would be back after work. But I'm going to go back down and see if I can just tease with a bucket...to get them off.

10/18/22, 1:57 PM

You sent

Scott my new renter said he saw somebody on my ground the other day up north. Scott knows the ground is yours to hunt but he also knows people trespass. If you see him you might want to introduce yourself or wave big so he knows it's you. His folks place is at the end of hwy 77 and Bobcat. This summer he had surgery and then his dad died so he has been a little behind. Scott doesn't mess around. He is no friend to my ex. And doesn't play games.

Scott just wants to know who everybody is.

Craig Hopkins

Yeah - that guy is in our group. There will be guys there periodically from now till mid November. Then sporadically in December

10/18/22, 2:19 PM

You sent

Scott doesn't have a problem with anybody, just wave big...and he'll know. He checks things out and runs my boundaries. Hunters used to cross over. And my ex has been doing shit again. The other guy who put up my hay now, together with Scott are going to clear up some spots so I can plant back some things to grow wild up north.

10/18/22, 5:55 PM

You sent

Ok I do believe every cow and calf are now off the pasture. I didn't get a good count but I waited and found 2 more calves. And nothing more. Jim will be back here on Thursday night to check the count.

Craig Hopkins

Thanks.. I'll ck it out tomorrow

10/19/22, 3:31 PM

Craig Hopkins

Yeah sure.. still 11 by my count

10/19/22, 3:51 PM

You sent

Maybe they got back out. Must be a hole Got a guy coming. I'm pretty sure I had them all. I'll bring supplies to fix fence.

You sent

Which end did you see them?

Craig Hopkins

Most on my property as usual

You sent

Ok if I was missing anything yesterday it would have been a calve not eleven head. There a hole. They must be looking for water and didn't find Jim's.

I'm sorry.

10/20/22, 6:18 PM

Craig Hopkins

Cows out?

10/20/22, 6:51 PM

You sent

I put them in yesterday...

10/20/22, 8:30 PM

Craig Hopkins

Ok - I'll ck it out tomorrow

10/22/22, 1:09 PM

Craig Hopkins

As usual your cow story is wrong. Cows everywhere in my property. We are coming back tomorrow to hunt and the gate along Indian Hill will be left open. Enough is enough

10/22/22, 1:32 PM

You sent

First of all I have never lied to you. I have told you exactly what I have done. Now Jim was to be home Thursday night or Friday. I have sent him a message on Wednesday evening and didn't hear back.

I sent him 2 messages by text and 2 by messenger. None of them have been answered. Although I know he doesn't get phone service any better than I do. I have been waiting to hear back from him so I can haul home. I do not know what's going on.

10/22/22, 4:32 PM

Craig Hopkins

Your last text to me said "I put them in yesterday". To me that means they are fenced, or in Jim's, or anything but back on my property. I ask simple questions and get back 3 paragraphs that don't answer what I asked.

10/22/22, 4:47 PM

You sent

On Wednesday you sent me a message saying 11. I went down on Wednesday and put 12 back in. Talked to Jim's wife she didn't think there was any down fence wires. We fed everything in the corral and it was getting dark. We had a broken hydraulic on the bale jabber when we were looking for cows and lost the bail. So we got the bale moved, cows in and left. When I left everything was in on Jim's. I forget to let you know on Wednesday. On Thursday you asked and I said I put them in yesterday. You said you would check on Friday. I heard nothing until today about cows being out.

I sent another message to him Have not heard back. The guy that usually helps me was in an accident 2 days ago. So I have not been back to the pasture since Wednesday afternoon. The bale man is moving his bales today.

I used to load out of the pen on the south end but those panels are gone. Good things I didn't leave my good panels down there.

Apr 16, 2023, 2:09 PM

Craig Hopkins

The north gate is going on our fence tomorrow. We will be working on our south fence along Indian hill on Tuesday with several sections being removed. All the cows on our property have to be out by Tuesday. Thanks

Apr 18, 2023, 3:07 PM

You sent

Page | 1

Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

I'm going to try to say this the best way that I can. I asked you to do mediation through K-State AG resources. You said no and wanted to push your way through the issues at hand in order to do you wanted.

You're in Kansas, the Land of Oz. And it's real. I don't make up the laws in Kansas or Riley County.

Thou shall not touch the cows, calves or bull on your 40 acres by penning them out and off your grassland pasture zoned agriculture.

Page | :
Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

K.S.A. § 58-2506

1.) Per Kansas Agricultural Lease law I needed to be served legal paperwork. While we do have an agreement between us that I got grazing and water rights as part of the original purchase and rental agreement exchange for hunting my ground in order to keep it zoned as agriculture you have not served me any paperwork according to Kansas law. I have kindly copied that for you. It's inclosed. Your welcome.

2.) Also, I sold that ground as zoned agricultural ground. I don't make up the rules. It was the Riley County appraisers office after the sale that called me personally to verify and get me on record saying that I sold it as agriculture zoned ground and I said yes. I told them that we had an agreement on the fact that cows would remain on the pasture ground to graze and that watering rights were also a part of that agreement. That kept the zoning classified as agricultural pasture ground. Riley County is very strict on zoning laws. Many wanted that quarter to buy for that amount, but they would not have been approved per the Riley County zoning committee. Even to put in a crossing or tube on the road you have to go through the Riley County township person and I was told early on that is Jim Steele.

3. When the appraisers office called me at the time of the sale transaction, I also turned around and told you what I told them and that they may call you. I told you what you needed to tell them. You had no problems with any of that. Now at that time the zoning department had no problems with the land sale.

4. I asked you several times to do mediations through K-State with me so everything would be put out on the table and you flat out refused to come to the table.

5. The southeast corner has grass that is early grass. My come to the table suggestion is that we let cows, calves and bulls eat in the southeast corner for 2 months, shut in on the 40, so they eat it down. Then open the gate and run them out. Then shut the gate so you can do whatever you want for the rest of the season. Amen.

Apr 19, 2023, 1:15 AM

You sent

I'm sorry I meant to send you this copy of the 40 acres with the description and that it is classification
A. Agriculture.

Before when I checked with the zoning board the cattle grazing and water rights allow the classification "A" and the fact that it was not going to change the zoning status they allowed the sale of the pasture to continue under the agriculture class. Others were denied because they didn't meet the qualifications.

Feeding deer or deer plots do not give you that classification because the owner of the deer is not you.

Myself, I can not build a house on my own property in Riley County because they want to keep as much ground classified agriculture. I think I did ask about being grandfathering in and they said once I split the deed for the east 80 it would restart and there would be no grandfathering consideration for me. A country cowboy church wanted to buy the ground plus a little more. I would of loved to have them but getting the zoning changed to a business could not be done. I think they went a county over and purchased ground for more per acre. Another gal who wanted to buy 40 acres, went round and round with ideas for the zoning committee and she gave up. Some wanted to buy just a couple of acres and that was not allowed. Not all counties are like that. The kid up the road put in that water pond for jumping, had horses to ride and other activities for families. He was going strong and

the county shut him down because he didn't get it pre approved to change the zoning or get permits even though it was on his own property.

You sent

Apr 25, 2023, 6:01 PM

Craig Hopkins

One of your cows is still on my property. Please get it out ASAP. Key to gate is on our camera post in front of gate. Not sure where it came from. We were in there for 3 days with no cow sightings .

Apr 25, 2023, 9:18 PM

You sent

So you're telling me that you ran my cows out and left one locked on your side? Was it a mama with a baby? Was she bawling? You got a picture?

Craig

Craig Hopkins

I don't know. Your cows were on my property without permission

You sent

We have an agreement on grazing and water rights that's why you got the agricultural zoning right. You didn't notify me in writing 30 days prior March 1 per Kansas law that our agreement terminated. Pasture season begins May 1.

I sure hope that cow doesn't have a baby that's not been sucking.

Apr 25, 2023, 9:55 PM

Craig Hopkins

I don't have any agreement with you.

You sent

Yes you do and that's why it's zoned agriculture.

Craig Hopkins

This conversation is over. Please remove the cow. The fence viewing is being scheduled and you will be officially notified.

May 4, 2023, 8:14 AM

Craig Hopkins

Now there are multiple cows on my property. Including young ones. Several sections of the fence along Indian Hill road are coming down this Saturday . I would suggest u get the cows out before then

May 4, 2023, 3:32 PM

You sent

Mr. Hopkins

I never did find the cow from last time. Don't know what happened to it.

Page | 2
Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

Now those cows on your property must be cut pretty badly from going through the new barbwire fence?

What bred, what color and what type of tags do they have in their ears?

Craig Hopkins

May 4, 2023, 5:31 PM

Page | :
Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

You sent

On your behalf I made phones today. I have never had cattle go through a barb wire fence except when hunters shot in the direction of weaned heifers in a pen with new barbed wire fence around and spooked them. They ran for miles and were cut up bleeding. Not a pretty site.

If those are my calves separated from their mamas.....this gal is not going to be happy. I don't want any cows drying up. I don't want any calves not being protected by their moms. You built a brand new fence and if your fence is not hog tight that's not my problem. Might be that panel down by the creek wasn't built correctly. It had trash against it. Rains wash out places and they have to be checked after rains.

Now I told you when you bought the ground since my cows were grazing and had water rights I would take care of the flood gate and the east side.

Kansas Law that you think doesn't pertain to you states that on a fence line like the east one running from north road to south road. It is split from generations past. Standing on my side of the pasture it is per Kansas Law that I had the 1/4 mile running south. Jim had the 1/4 mile running north. So since you kicked my cows out that flood gate and 1/4 mile running south is yours to keep repaired.

I did make contact with the neighbor south who has put cattle into the pasture. He saw my cattle yesterday on my side. He was going to send his son to check if they are his. Remember you kept saying my bull was in the pasture and it was his?

Jim has been in Wichita today. But when he fed yesterday he had his cows on his side.

I can't tell from the picture except that those size calves need their moms. It looks like my cattle are on the other side. What a mess.

Now if they belong to the banker he doesn't want his cows mixed with my cows causing him to sort through all the cows. So don't assume that all cows are my cows and kick them out the gate to my side.

No I can't chase cows. I gave to get some help.

But I'm going to tell you that your brand new fence should hold cows in or out of a pasture zoned agricultural. The panel is iffy.

It looks like you are cutting ruts across the pasture to the gate. Cow trails are one thing....ruts are another.

Last year a vehicle was parked in my drive on that north gate so I couldn't get into the pasture. I had the tag ran. It was nobody that I knew. Only family is to be suppose to be on my pasture. Everybody else is trespassing. I didn't have the police tow it away. But don't park in my driveway to my gate.

I thought the agreement was that you had to let me know when you enter my property each time so I don't wander out?

No more ruts, that's less grass for the cows. Use the south gate and keep it closed.

Now those cows could be Nelson's who wonder, but I didn't get a hold of them.

If they are my calves then there is a hole in the fence line.

You now have my half of the east fence line on Jim's.

May 5, 2023, 7:17 PM

Craig Hopkins

We opened the gate and your 4 cows are now back in your pasture. You are welcome. There are no gaps in our fence. The fence along Indian Hill on MY property now has gaps in it - this is your notification that the fence is gone . I'll see you at the fence viewing that could have been avoided.

Page | 1

May 5, 2023, 9:56 PM

You sent

Wait you said that there were multiple cows on your property including young ones. You showed me a picture of calves inside your fence. Cows on the outside. Is your camera shot not to the north?

Now you're telling me that 4 cows are back on my side?

So what happened to the multiple cows on your property including young ones?

You're telling me that your brand new barb 5 wire fence is letting my cows and calves go over to your side?

You're sure those cows were mine? How do you know for sure? Color of tags, numbers, which ear is tagged? Two tags or one? What bred of cattle are they? I'm not talking 4 legs and a tail. And they jump over the moon and fences. And what happened to the rest?

My cows are not wild, I don't have the best fences at home but those cows only get out through a hole in the fence or if a gate is left OPENED? Or if my ex is messing with my cows. Which the gate on your fence is locked. So I don't think it is him.

Cows don't crawl through a tight new fence or jump it. They have respected for an electric wire. But they will walk through an open gate that was left open.

Let me talk to some rancher cowboy "guys" and see if they can figure out how "my" cows mysterious got through your new fence since there are no gaps in a new 5 wire fence. I must be a stupid woman and not understand cattle.

Maybe they were in there the whole time??? If you didn't put cows on a property that wasn't yours then u wouldn't send me a 3 page text. It was 4 cows - 2 moms and 2 young ones.. I don't care who owns them

Craig Hopkins

Oh - and I never said it was more than 4 cows. Maybe if u got your expert fence builder to do it you would not have an issue with what was built. You had your chance to contribute but you ignored everything.

You sent

I invited you to K-State mediation service...you refused.

Craig Hopkins

That's not how this works. I didn't overpay for a 40 acre property to feed cows

You sent

Many were willing to pay more. But they couldn't get approved by the Riley county zoning committee. I need to keep it agriculture zoned. You never said no when it was first brought up. When the appraiser office called me to check on the property I said Bob approved the sale because it was going to stay zoned agricultural with cows grazing and water rights. I told you what I told them and that they would call you. Now if I was wrong you should not have agreed with the sale.

Jun 22, 2023, 7:07 AM

Craig Hopkins

cows are on my property again.... Not sure if they're yours but you need to find out

Jun 22, 2023, 8:40 AM

You sent

Are you in Kansas?

Craig Hopkins

No

You sent

So you have not checked your fence lines to see where a hole is?

Craig Hopkins

I don't own cows - not my prob except for them destroying our plots. It's your fence now too. There are big holes along Indian Hill Road.

You sent

A new constructed fence has no holes.

Have your friends went through the gate in the center?

Craig Hopkins

No. My fence guy is going there again to figure it out since I know nobody else will.

You sent

He is going to go there and figure out what since nobody else will?

If his new construction fence has a hole? I doubt that a guy building a fence would build a faulty fence.

Unless the gate was left open my cows have not crossed over.

Craig Hopkins

The gate was not opened. I have a camera on it

You sent

Ok I guess we have established that they are not my cows. Have a good day.

Craig Hopkins

I Guess the tags in their ears will tell the real story

You sent

In Kansas that does claim cows and calves, if they have not lost their tag(s) or brands.

My cows don't magical jump over gates that are kept shut.

Craig Hopkins

Must have been a ghost then because nobody with a key is within 1,000 miles of there.

Jun 22, 2023, 9:29 AM

You sent

So there is no key in Kansas?

Craig Hopkins

there is but its hidden. Again, the gate was not opened - not sure what you didn't get about the cell camera being there. How do you think I instantly know that the cows are on the wrong side of the fence?

You sent

Oh I understand I allowed you have cameras all over since before you bought the pasture ground. Now you have one on the gate pointing my way so you can see everything. Pick your picture.

5:32

4G 77%



and south at the property corner pins. We will install a gate at road entering from your remaining 40 to the north into ours.

Oh it was my understanding that no fence would be put in place so that I could graze back and forth as part of our hunting agreement.

That why I said I would be willing to fence in your feeders.

The other part with a fence is the water source on the east side.

MAR 16, 2021 AT 5:42 PM

We can work it out. We came up with a plan to fence some of it but still allow cows on a lot of it and get to water source. The biggest thing that I would ask is to get cows off by October 1 ish.. I'll call u to discuss

MAR 16, 2021 AT 7:15 PM

Ok sounds good.

MAR 17, 2021 AT 3:00 PM



5:32

4G LTE 78%



...

Jim Steele

MMS
12:15 PM

→ North gate on
Rose Hill Road

Ok - did u close it?

MMS
12:16 PM

Not first time

Will MMS
12:20 PM

MMS
12:20 PM

Jim said that Nelson just moved a bunch of cows in north, no feed that I see and the fence isn't the best. It will be round up for a while with them. I did say the name



9:06

4G 69%



Mass text 2



while with them. I
did say the name
Nelson...lol
Moved calves
back home. Cows
next week end.

MMS
12:29 PM

Tuesday, November 8, 2022

Jim Steele

Do I need to chain
and padlock the
gate to make sure
it stays closed

MMS
5:56 AM

Craig Hopkins

Nope.. message is
loud and clear

MMS
7:02 AM

Craig Hopkins

The Indian hill
gate will be open
though. Wouldn't



9:06

4G 69%

< J C Mass text 2

loud and clear

MMS
7:02 AM

Craig Hopkins

The Indian hill
gate will be open
though. Wouldn't
be an issue if we
had the fence
built.

MMS
7:04 AM

Jim Steele

South gate is still
on pralles

MMS
7:06 AM

Jim Steele

Will still be issue

MMS

Craig Hopkins

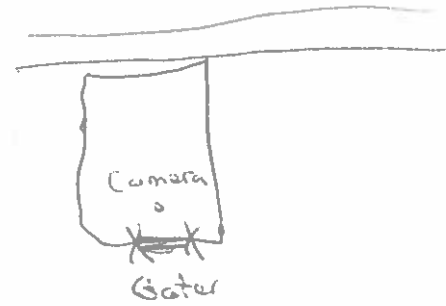
Ok - both closed.

MMS
7:07 AM

Jim Steele

I don't want cattle
on road

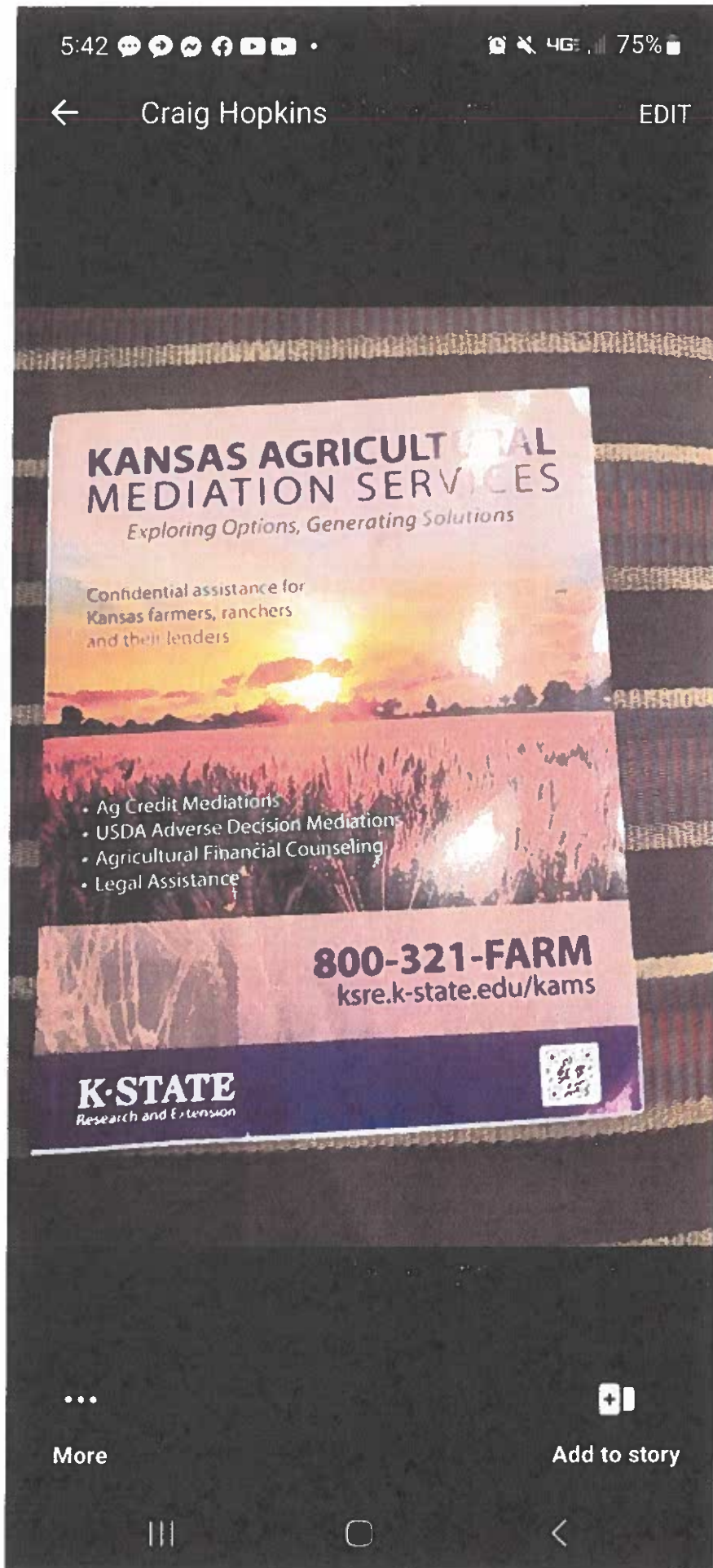
MMS
7:08 AM



From Craig's camera
on the north gate
Not Sure how they
got into a New
fence

2023

Not Sure why he
put his gate in the
middle of the
section? Instead
of on the road?



Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

5:30

4G 78%

**HOPKINS, CRAIG M & THOMAS A & CORBIN, MARSH**

PID	0372600000004010
ParcelNum	4.01
ACRES	38.151700
QuickRelID	R310015
Party_Name	HOPKINS, CRAIG M & THOMAS A MARSHALL R
Property_A	00000 INDIAN HILL RD, Randolph, A
Party_Addr	410 Newbury CIR Westminster, SC
City	Westminster
State	SC
ZIP	29693
Taxing Uni	023
SchoolTaxingUnits	USD384
Subdivisio	
Legal Desc	S26, T06, R06E, Acres 38.16, BEG 1 NWCOR NW4 TH E1320.09', S1327.29', W1321.56', N POB LESS ROW
Neighborhood	101.0
LBCS Funct	9020
Class	A



5:30

4G 78%



the notice sets August 1, 2006, as the lease termination date.

Delivering Termination Notice

When the day of termination of the tenancy is stated in a written contract, a notice to vacate the premises is not necessary. When a notice of termination is necessary, the termination notice may be served: 1) on the tenant; 2) if the tenant cannot be found, by leaving a copy at the tenant's usual place of residence; 3) by delivering a copy to a person over 12 years of age residing on the lease premises; 4) if no person is found upon the premises, by posting a copy of the notice of the termination in a conspicuous place; or 5) by sending the notice by registered mail addressed to the tenant at the tenant's usual place of residence.

The best way to serve notice of termination is probably by registered mail because the tenant must sign a receipt for the notice. If notice is given by mail, it must be done by registered or certified mail, and it is important that the landowner keep the return receipt for proof of notice of termination.



5:41

4G 75%

2:24

4G 74%

KSAgLeaseLaw (2).pdf - Saved



improvements,
t.
ates that
lev can refer
agreement
selective and

For all leases, *except written leases signed by the parties that provide otherwise*, Kansas law provides that notice to terminate farm and pastureland leases must be given as follows:

1. in writing
2. at least 30 days prior to March 1, and
3. must fix March 1 as the termination date of the tenancy.

detailed
ing the
whom it
a contract
careful and
ing into any

Any notice to terminate which does not comply with the above requirements is inadequate and the tenancy will continue.

if it cannot
use may
hing and

The law previously applied to "farm" leases and some question existed whether the termination requirements applied to pasture leases. The Kansas legislature recently amended the law, and it is now clear that pastureland leases also must be terminated in this manner except when the parties agree otherwise in writing. For purposes of this termination rule, "pastureland" means land used for livestock grazing or hay production, or both, and includes perennial vegetation

Sample

Notice of Termination of Farm or Pastureland Tenancy

TO: Mr. & Mrs. John Smith
Rural Route 1
Wildcat, Kansas 77777

You should take notice that your farm or pastureland tenancy to any portion of the following described real estate is terminated as of March 1, 2006:

The Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4), all in Section Twenty (20), Township Eight (8) South, Range Two (2) East of the 6th P.M., Wildcat County, Kansas

However, as to that part of the above described premises which is currently planted to a fall-seeded grain crop on cropland which has been prepared in conformity with normal practices in that area, the termination date as to that portion of the described premises will be deemed to be the day following the last day of harvesting such crop in 2006, or August 1, 2006, whichever day comes first.

Dated at Wildcat, Kansas, this 20th day of November, 2005.

John Brown

John Brown, Owner

9:20

96%



Craig, Jim



Saturday, Sep 18, 2021 • 7:52 AM

Jim created this group MMS with you and Craig

Jim Steele



Should be back. At pasture now

Craig Hopkins

Confirming 9 am today at Rosehill Road gate.*meeting with Craig, Jim
and myself*9 am I'll be there*Craig's suggestion
was to run the
fence around the tree
on the west side (80*

Monday, Sep 27, 2021 • 12:05 PM

Craig Hopkins



Any luck getting to the electric fences?

Tuesday, Sep 28, 2021 • 4:54 AM

Jim Steele

Haven't had time yet. Ended up at work most of
Saturday and not getting home till after 6Trying to finish planting wheat, last patch today. Are
you back in Kansas?

5:23 AM • MMS



Text message



95%



2020 & 2021

www.youtube.com

Or harvest started and combines scared it deeper into the woods east. They have plenty to eat right now. Don't think any hunters have been any where around.

Anybody hunting your friends land to East?

↓



5:31

4G 78%



A proposed
temporary Electric
solar fence.
Not on Property
line - but least
resistance is a
water source

Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)



5:31

4G 78%



Drinking Water
yes cows were on
Hopkins property
went through
Steele / Hopkins East
fence line

Jim had north end
I had south end -
which was now Hopkins
along with flood
gate on Indian
Hill Road where
neighbors bull
comes in at. south
(Hopkins side)
4 sides

2022



9:41

94%



Craig Hopkins



Tuesday, Dec 8, 2020 • 4:22 PM

Riley County called me today to just verify the land sale and then they wanted private information. I'm sure they're probably going to call you too but make sure you tell them that cattle were running on that property and it's agricultural so it stays at a lower tax break. I said it was a private sale no realtor and that's all the information I gave them.

→ OK

Ok

They they just want to try to reclassify it so you have to pay more taxes. I wouldn't even tell him that you had on it that's nobody's business but yours.

→ Class A

Hunt on it...I meant

Ok.. just as a reminder, we are looking for more land to lease next year. If there is anybody you know that has good ground that might lease to us, please ask them. Two of our leases got sold so we won't have them next year..

Thanks

Yep I'm working on..

Thanks

Wednesday, Dec 9, 2020 • 10:53 AM



Text message



9:31

95%



Craig Hopkins



Charles and Wilson has 2 locations... Zach said 111 N. 4th street. Down by the Manhattan Town Center Mall

Options:

If you want we can print at library on 6th street. I've got a card. Or at Zach.

We can talk and eat before that in that area. There are places in the mall, Applebee's on the corner, or AJ's pizza place.

The parking lot behind AJ's is a good place to park. We can walk down alley to Zach, across the street to eat. Or whatever???

Friday, Oct 23, 2020 • 11:59 AM

I'm inside by front window

Sunday, Oct 25, 2020 • 8:12 PM

Thank you for being kind to me the other day. Lol when I talk about not being fond of men... I do always try to reward kindness with a thank you. Yes, I want a picture of "the deer" a deer or whatever it is that you men are beating your chest in praise of.

Thanks. Will send u a pic when we get something. All bucks that we were getting pics of on your Bobcat prop have disappeared. not sure what's goin on. Oh well - deer will be deer.

If that pond is low, it's never went totally dry...but those deer are where the water is. They will return. Luann's son was the last the harvest around my place. They run from combines.

Wednesday, Oct 27, 2020 • 4:54 PM



I tried to contact Jim but no rep., he has one bull still on



Text message



I allowed Craig & company on my property before the paperwork was signed (probably 6 months before it was covid time)

Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

9:32       95% 

Craig Hopkins



Wednesday, Oct 28, 2020 • 4:54 PM

I tried to contact Jim but no reply. He has one bull still on the property that is pretty much ruining all our spots. Any way to get him out of there quickly?? I would really appreciate anything u could do ..

Thursday, Oct 29, 2020 • 2:08 PM

Jim does not have his personal phone with him at work, only company phone. I know because I've tried calling him and got nothing. The only times it seems that I've gotten a hold of him is by sending him a message to call me. He will usually call back in a day or two at noon or driving home. His phone service is much like mine crap. He also said that he has trouble getting it to answer...it's like touching the button doesn't work. I sent him a message.

Thursday, Oct 29, 2020 • 9:14 PM

I dropped off the paperwork today along with a copy of my mortgage loan with the bank so they have that also to look at. I'm talking with my bank tomorrow or Monday.

I'll catch Jim maybe going to work in the morning.

Friday, Oct 30, 2020 • 7:31 AM

Craig got a message from Jim....
Neighbors bull tell him to open up south gate and run him out on road. I can't get close to him

Obviously the neighbors bull got into the pasture, if it's Nelson...they always have something out. If you open the south gate instead of north it will go back their way. You can get behind it and run with your 4 wheeler. Get it along the south fence heading it in the right direction...when you get near the gate...slow down /stop



Text message



9:34

95%



Craig Hopkins



Obviously the neighbors bull got into the pasture, if it's Nelson...they always have something out. If you open the south gate instead of north it will go back their way. You can get behind it and run it out with your 4 wheeler. Get it along the south fence line and heading it in the right direction...when you get near the gate...slow down /stop chasing and it will find the hole. Hopefully.

Can't somebody call Nelson's to come get their own bull?? I'll try but right now he was up by north gate

Nelson are the worse neighbors....I had a pasture 2miles south of my house that nelsen rented and they always had a few cattle for most of the season eating on my side. I'll see if I can get a number. They were the ones that got upset that I sold that corner to you. Lol long story.

Ok. I'll try to get him out too. I'll bait him down there

What is their favorite food that he would def find?

It's Mike Tegamire bull I'm calling him now. Try a bucket of corn.

Just talked to Jim.

Thanks. I'm hunting - that's why I didn't answer. Pls lmk when the bull is gone

After talking to Jim...this one belongs to Mike Tegamire @ Riley state bank. 785-292-5811
I gave him a call and said his bull has been coming across several times and damage has been done to feeders and corn eaten. Of course as men go...he said oh



Text message



9:35

95%



Craig Hopkins



After talking to Jim...this one belongs to Mike Tegamire @ Riley state bank. [785-292-5811](tel:785-292-5811)

I gave him a call and said that his bull has been coming across several times and that damage has been done to feeders and corn eaten. Of course as men go....he said oh really at first then I preached a little more. He admitted that bull had been coming over. Now feel free to call him and give him a bill or tell him to buy a new feeder, etc. He said he would get a couple of panels to get him out??? Leave the south gate open is what I think. He thinks it's getting in from under the bridge. At the flood gate. Well might be so but he needs to secure his side of the road. He better NOT wire my flood gate shut to solve his problem. Flood gates have a purpose when the water flows hard.

What do panels have to do with getting him out? I'll just lay an alfalfa trail to the South Gate

Cowboys lol set up panels for a pen....cowgirls get tired of men and they 4 wheel them out if they won't lead...lol deer hunters do their own thing.

If your using alfalfa than teasing the bull might be better. Put a chuck on back of 4 wheeler and get close to bull and give him a bit to taste...then tease him to the gate might work. But Jim said he could never get close to the bull. (I've used an empty bucket with rocks before.)

Friday, Oct 30, 2020 • 4:52 PM

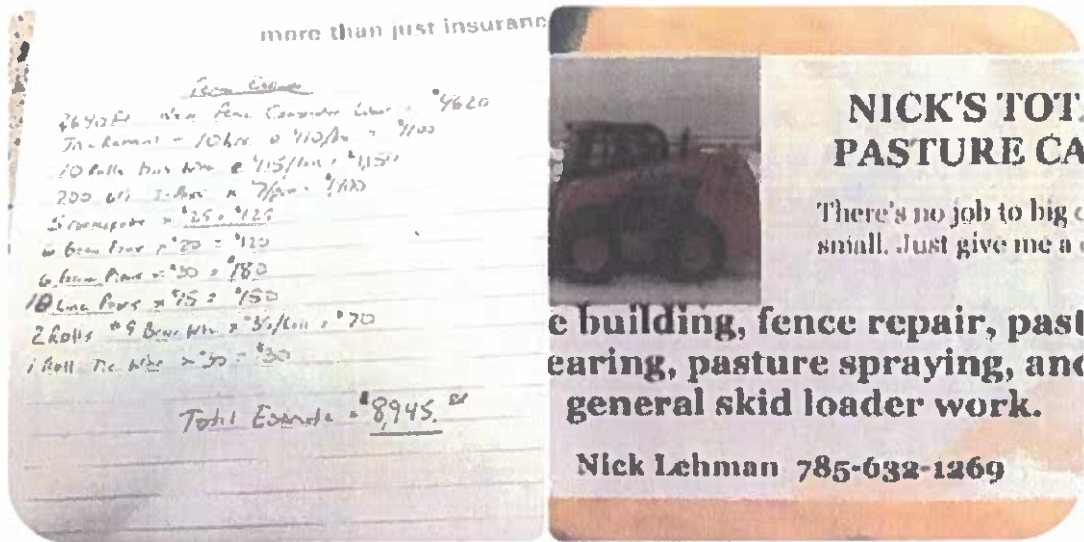


Text message



JUL 6, 2022 AT 3:14 PM

As requested



Only saw 1 estimate
 Never saw the Bill till
 fence viewing paperwork
 was sent



40 acres of the "best" hunting ground is for sale north of Manhattan. A very beautiful running creek with some big deer and an awesome timber to go with it. The deer scrapes are the proof. Just a walk through the natural wilderness and you'll see turkey tracks or a place where beavers are gnawing. Yes and 2 miles down the road a game camera caught more adventure. I would even consider allowing more hunting rights freely to my other property. This is a great place to camp along a secluded back road. Don't miss the opportunity of a lifetime. Dream your dreams now. Serious buyers only ~ please text me at 785-927-0480 ** If the weather straightens around with sunshine and it dries up the mud....this weekend might be a good day to put on your hiking shoes and walk it. Just let me know. **

Craig · Hunting Ground - 40 acres for sale

Craig named the group Craig · Hunting Ground - 40 acres for sale.

Craig changed the group photo.

Craig

Can you provide the location of this property? The map shows it south of Manhattan but the text says north of manhattan.

You sent

It's north of Randolph.

Craig

I'm from South Carolina but spend a lot of time there and I'm very familiar with Randolph area. In fact , we stay near there and just bought a house in Green Ks. I would like to walk the property next time I'm there.

You sent

When are you coming this way?

You sent

I've been showing it to several and not holding it anybody. So if your really interested and it's a beauty....you might want to hurry.

Craig

Not sure yet - hopefully in next 2-3 weeks. We lease several properties and we are looking for more to lease and/or buy.

You sent

It's the southeast quarter of my ground. Perfect for hunting. South is another pasture with farming around. I am offering only to a hunter the rest of that ground....there is a pond on the other side plus my other ground to hunt on. The neighbor rents my pasture said he might throw in his ground to hunt also. We want a friendly person.

You sent

I had another renter a few years past and he and his daughters always hunted their deer down there instead of on his own ground.

Craig

Ok - all sounds great and I know that area is awesome for what we want it for.. are u only interested in leasing the other property to the person that buys the 40 acres? I'll let you know when I will be there again.. as u know - tough to plan travel now. I may drive out in near future

Craig

Which one on the map is the 40 for sale?

You sent

Actually if I like and trust the buyer I'm willing to allow freely to hunt.

You sent

In the center you will see my name.. southeast quarter of my pasture. It's on Indian Hill road.

You sent

I might be willing to sell the west 80 acres to a hunter instead.

Craig

Oh - the Janet Pralle piece - correct? Which one is the 80 acre piece u may sell.

You sent

My pasture is divided into two 80 acres. So it would be the west for sale. I want a pasture closer to my house. The neighbor would like to buy a part of it, he actually wants the 80 acres east by his place. So I'm trying to work out something for him too.

You sent

He is willing to work with me on whatever I do.

You sent

Yes on FB I'm Strader but my last name is Pralle. I don't tell many that because I don't want everybody out there.

You sent

If your interested in the 80 I might drop the price on it and I bet the neighbor would rent it for grazing from you.

Craig

So... the south half of the East 80 is the 40 acres for sale that is on FB marketplace? Or is it the south 40 of the west 80?

3/22/20, 7:06 PM

You sent

Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

No it's the southeast corner for the 40 acres... because of the creek and wooded acres but like I said I'm willing to work with the neighbor guy and a hunter together. I want a win win for all.

3/22/20, 8:40 PM

Craig

Thanks for the information and responsiveness. As you can appreciate, it may take a bit for us to make a decision on this. I would lease the whole 160 acres from you right now site unseen for \$20/acre (twice the avg price per acre in that area) for this upcoming hunting season. I'll get back in touch when I know I'll be there to see if it's still available.

3/22/20, 9:00 PM

You sent

Let me clarify myself. I've had over 300 hundred people contacting me....some a little scary. At first I wanted to sell the 160 acres and get something closer to home The neighbor has been very good to me. At this time he can't afford to buy it but wants a part of it. So I have entertained some offers with a few. Most would like 40 acres so I cut off the southeast quarter, the best part to offer as hunting ground. It is awesome. I've had a few who want more and some who wanted less. Less than 40 I didn't want to deal with but told several to put together a group and they could split it amongst themselves. Those who wanted more I said that I would offer the west 80 acres, leaving the east to my neighbor in time. Not not everybody am I offering that too. It would have a pond that never goes dry. Bottom corner has a creek. I'm sure the neighbor would rent it or a deal for hunting on his ground could be reached. I'm not leasing it...I've had plenty of offers. The ground is good ground and was once broken up and had a farmstead on it, but sometime ago it was put all to pasture growing the best grass around. It has never been over grazed. I'm selective on who I let buy because of my friendly terms with the neighbor. He is a very good friend and is willing to work with who I sell to. He is down to earth...cowboy type lol. He was the one who took the pictures for me because he knew the beauty of the hide away. My daughter and husband had wanted to buy it but they moved to Iowa. I've had several realtors wanting to cut me a deal for their customers who wanted it but again I don't know those people and I would rather deal myself directly. I'm glad you know the area because that makes it better.

3/22/20, 9:37 PM

Craig

Ok thanks

3/23/20, 12:53 PM

Craig

So - is this the 40 that you listed for sale on FB marketplace? If so, this is the piece that I am interested in.

Craig

3/23/20, 2:02 PM

You sent

Yes it is.

3/23/20, 2:22 PM

You sent

I just got off the phone talking to the neighbor he said if you want to visit with him at a later date he would. His property is just east over the fence line. He has a deer she'd that's good size he found. He also would be a good one to watch over the property for you. I even think you two are from the same state. Lol

Craig

Nice.. I def will. Trying to work out my schedule now

You sent

I'm not trying to push but just want you to know that a have others interested and its the first person to put down the money. But they have to be trustworthy.

3/23/20, 4:23 PM

Craig

Ok - to confirm what's your price for the 40 acres on the map?

You sent

For the 40 acres I'm asking \$4,000 per acre for a total of \$160,000.

You sent

With the understanding first come first buy.

3/24/20, 8:08 AM

Craig

We were really interested in this piece - exactly what we are looking for. However, the price per acre is higher than expected and out of our reach right now. I appreciate your responsiveness and wish you luck with the sale..

3/24/20, 9:55 AM

You sent

I realized the price is slightly high...I based it off of another piece. This is an opportunity for like a group of guys or a hunting group to go together. Also, that's why I'm including free additional hunting on about 480 acres more. I know out of state tags cost plenty and this would allow savings. The west 80 acres with pond I'm asking \$3,000 an acre. Thank you.

Craig

Would you agree to a long term lease on the 480 acres if we purchased the 40? Of course the lease terms could account for any sale of the property during the term.. A deal Like that would def change my view of this. As for our group, I'm sure we would get along. I have other local property owners that have interacted with us for years and have entered into long term agreements with us. One on Jerusalem Road. I'm sure he would be happy to talk to u as a reference. Our group of 3 are business owners and all

have kids that are productive members of society and love to hunt. We are committed to the area - case in point is the purchase of the Green KS house.

You sent

Part of that ground I'm offering belongs to the neighbor next door and he had offered it... I think 60 acre's, the remaining of that 160 would be another 120 acres. Then I have another 320 acres I own. The neighbor is willing because he wants to exchange for grazing. If you want to visit with him I'll have him call you. He engineers construction projects in Manhattan and cowboys the rest of the time.

Craig

I'm sure we would be ok with grazing in exchange for hunting rights. If we could tie up hunting rights to that amount of acreage for 7-10 years with a simple lease then we may be able to make the purchase happen. As you can appreciate, it takes a large amount of work and money to set up a farm for hunting. It's important to ensure (as much as possible) that it's for a long term to make it worthwhile. Could you provide the location of the other 320 acres for me to review aerial photos?

You sent

I'll sent you a picture in a little bit. Might be after dinner. I have 10 things to deal with before dinner and only 5 are really going to get done. Lol. It's been crazy with lock downs at where I work.

3/24/20, 1:05 PM

Craig

Ok - I get it. I have a main office in NJ and the whole state is in lock down. My business is an essential service so we can continue to do field work.

Craig

That being said - can you respond to whether or not you are amenable to a long term lease on the additional acreage if we purchase the 40 acres? That will determine if there is potential here or if I'm just wasting your time.

Craig

Thanks

3/24/20, 1:29 PM

You sent

Yes there is a potential for a long term lease. I had to pull over a sleep for bit. Have not made it home yet. I got off of a 12 1/2 hours over night and have to be back in a few hours. But I have to do chores first.

3/24/20, 2:40 PM

Craig

ok - sounds like a rough stretch.. Good luck

3/25/20, 9:33 AM

Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

You sent

Haven't for got you but my job has demanded a little more of me...should be back home this afternoon. Sorry.

3/25/20, 11:26 AM

Craig

ok.. If you give me the road and nearest town that the other 320 acres is on I can find it. My app lists all the property owners on the aerial photos.

3/25/20, 4:09 PM

You sent

I'm finally free for 24 hours. I'm a caregiver with a charming 98 year old guy who has been living in a senior retirement center that is on lock down. He is a tough bird, and still does most everything for himself. Speaks 4 languages and sings to me. His daughter has decided to up and move him to hospice to be safer from the virus, where other families are coming in and out of hospice?? People are just going crazy here, when all you need is common sense. My heart is in this one...he doesn't want to go and he is not on his death bed. I'm now hired to transition him into hospice. This morning he made me promise I would be there with him. He wears a CPAC at night and has anxiety...I'm the one that assures him everything is ok.

You sent

Ok now as I show you pictures I'll share something's.

3/25/20, 4:46 PM

You sent

Back to my Riley pasture picture. Jim and Rhonda Steele are my good neighbors to the east. They own I think a 60, the creek come out of their place. In fact the upper end of it is right where the northeast corner would be. Then south of my pasture, across the road is a huge pasture belonging to Shultz family with the Nelson family across the road. A lot of trees and no man's land with fields here and there. Honestly in all the years I've been down Indian Hill road I have seen only a handful of people. We tried to burn the pasture last year, and about four years before that, I've cut some trees and left some. My plan was to take a couple of campers down there and rent it to hunters. I know I have critters coming into my pasture for whatever reason. I think there is still an old deer stand ..not sure whose it belongs too. My neighbor kid down the road or my daughter's hubby from years ago. I have not let anybody hunt for three years now. Jim Steel is only a coyote hunter during calving season. We both love nature but don't care much for city slickers. Last year I was going to allow the veterans to place 4 pallets of beehives in my pasture free of charge but Jim instead let them put those hives on his ground where his alfalfa and cover crops were. The veterans wanted to do a plot of some cover crop in my pasture but didn't. I friend certain people that support natural nature and giving back to nature. Jim has said that he would put out deer licks or feeders for somebody, if they need it. I'm an advocate for the S.A.V.E. Veterans group - their goal is to help each other through PTSD and prevent suicide. The bee gives are shipped to the almond trees in California in the winter time. Now I'm telling you all of this only to let you know both the Steele Family and myself believe in that it's God's Country. We both raise cattle and I use the pasture sometimes with Jim. Running down the center of the pasture are natural springs...several of

them. The pond in the northwest corner has never been dry. I have thought about digging it out more and stocking it but never did. The west line of the 40 is next to the old barn foundation that I need to clean up. It would start right east of it. There is a hilltop that had an old house from years ago the foundation wall are still there and a few other old building that caved in. I would like some of those for a washed out creek crossing. A couple of old caves still look to be in decent shape plus an old open front shed for cows. There is an old well below the hill that I know nothing about. Jim is willing to visit with you and show you the place.

You sent

Like I said Jim is willing to allow you to cross over the fence line but I want you to visit on that. He is a man of his word.

3/25/20, 5:11 PM

You sent

Now I have two 160 acre in Marshall County. South of Waterville. I'm working on my house so I'm back and forth. Nobody has hunted on that place for about five or six years. One is my north 160 and the other is my south 160. I have rules if you come on my place let me know OR you might get to see my rifle, etc...I have chased off trespassers. I have grandkids and I do run my parameters from time to time. So I don't want to be shot at neither. Not too hard to follow...I have been through many years of abuse and a nasty divorce. I'm not a witch but I'm a FarmHER in a man's world. I have a renter that farms my ground. He does not hunter. So all rights are mine and that's how I rent my ground BUT I do ask that you respect the crop land. There is a road that gets you back to the backside down the center or you can walk in from the end. I do have hunters crossing over on my north side and a few years back my son in law took down their tree stand that was on my property. That kind of stopped that.

3/25/20, 5:31 PM

You sent

Ok i messed up....forget the first picture for right now and the 2,3and 4 picture are my north 160. These are my cropland pictures. In the center going north is the field road that less back to my small pond...it's the dot in the upper green waterway. Deer come to drink from my pond. The green is planted wheat. Below the blue ground I have a couple of spots plus a hid away for quail. There is bush and cedar trees. I used to have a ton of pheasant but I think the coyotes took them out. A bobcat, Badgers, skunks, even a hack rabbit....my rent says. He doesn't drink...lol. I never saw an jack rabbit. But I have seen red fox. Some say cougar and mountains are around and an elk. My neighbor raises Buffalo and other exotic animals down the road. I have 20 acres of wasteland along the north side of that property. I want to slowly clean it up and plant bushes and trees. On the backside is also a hand pump from years ago when The moonshiner ran a still....thinking about repeating history....lol.

You sent

Now the south side 160 with farmstead.

You sent

Ok on my south 160 with farmstead....I have a farm pond that is spring fed....some fish but haven't fished for years. I think the beavers left. Along the west side is a wooded area. I have seen deer crossing over and eating on my side. Used to be Quail and pheasants, and the neighbor has a pond that birds land on. I don't know of anybody that has hunted the neighbors for years. I do have to stop on the road

for the deer that crossing back and forth around harvest time. A few years back my family had 11 deer accidents in 3 years. I had my van back from the shop when a herd ran across the road and ran into my stopped van. Not so good. But

You sent

That is life. About 8 years ago the coyote herds escalated in population. I think they were taken down the baby deer real fast. The guys around here organized some coyotes hunts and took them down in population. So the last few years I have seen young ones, but they kind of stay back in the sections that have no traffic, meaning people. My hundred and sixty North is in a section with no houses or people....just farmers. As you can see from the map that tree line on the North side up there runs across the section in a couple different directions. Also across the road to the east is it good hunting ground with a lot of timber. I have in the past released quail. I know there are a few turkeys from time to time crossing back and forth. Jim says that there's turkeys down there in the pasture drawl. I'm working on sustainable farming. Maybe by fall I'll have my butcher shed ready. Right now I'm working on a lot of different projects on my farmstead.

You sent

I know I thrown out a lot at you and if you have any more questions let me know. I'm heading out get some sun rays and get dirty. Be back after dark.

You sent

3/26/20, 8:39 AM

You sent

I just woke up to my neighbor down the road posting this picture. She is a hunter with a gun and camera. I don't know any details. One of the reasons I want to re do/add to some of my wooded area is because I have an orchard by my house and the deer keep picking my fruit for me. I figure if I give them a few trees they will share with me. Lol Jim Steele 785-313-4014 he goes to bed right after dark and is up early doing chores. He heads up a construction crew in Manhattan so when I want to talk to him I just text him and ask him when he is free. He knows so much more about my pasture than I do. He has never lied to me and I trust him but he does chew tobacco. Lol pretty much a redneck cowboy.

You sent

3/26/20, 9:00 AM

Craig

Janet,

Craig

Oops.. did not mean to send that last one. I reviewed your messages last night and all the maps. Thank you for everything. It is all as expected and I'm sure it would be the best hunting we have ever seen. We are more than interested. That being said, there are a few things to address before I decide to get in my truck and drive out there...

Craig

Again... I'm so use to typing in word that I hit return to start a new paragraph and when I do it here it sends the message. Moving on. Can you confirm yes or no if you would agree to a long term lease on your other properties that include the remaining 120 acres on Indian Hill Road and the 320 acres on Bobcat Lane. As you can appreciate, that answer dictates what the 40 acres being purchased is worth to us. We can only justify spending so much on a piece of land for recreational purposes - just the reality of our financial situation and having 4 kids combined in college, etc.. At this time, I am leaving your neighbor Mr. Steele out of this discussion as I know that is a somewhat separate deal and something I would need to address directly with him.

Craig

Thanks for now.. Hopefully we can work this all out. I think we could work together very easily and you would def like our group as we think alike about the land, animals, etc..I always tell my daughter - I should have been a farmer / cowboy and she just laughs.

3/26/20, 10:02 AM

You sent

I've had bad experiences in the past. In the last few months I've had so many responses - many want to lease and willing to pay a good price but I just want somebody who cares about nature and the land as I do. I don't want them bring out all their drunk friends to hunt and a mishap to happen. That is why I'm so reserved with people. Some thought in the ad I was miss leading people but I just didn't want everybody showing up. Only those who were serious. I've been talking to only a handful of serious buyer I would consider. I've went into depth with you more than the others because I think you understand where I'm coming from. I guard my land. Now with that being said I figured from the start you had a few good buddies and family you hunt with. I do not have a problem with that. I'm sure I'll like them too. I am not against beer drinking but I want safety with Jim's house so close by. Hey I might even plant you some Berry bushes to feed your critters. Yes I'm willing to work out a lease on my property...I'm not going any where, this is my retirement and where I'll die. Please work out your terms and we can dicker. I'm not above running people off with my shotgun. There is also a patch of "whoa" ground - if I'm saying it right.. (walk in hunting ground) just a mile up the road. Back up there north nobody lives for miles. It's farm and pasture ground. My best friend from high school owns the ground east of my north 160. I know she has wild turkeys up her drawl..I've seen them. I'm sure I could get you a pass in. The guy who used to hunt got old and his brother died. As for Jim that's fine. His only part is that someday he wants to buy some of the ground but not until he pays off his other ground. I respect that. Around his house is a very tall fence because the original owners raised a deer as a pet. That lady just died. Don't we sound like country hicks?? As much as I love the beauty of deer, I don't hunt but I eat and cook wildlife that others kill. I also clean it. I've tried to get quail going by placing straw bales next to brush, and throw out grain. Two years ago was hard on them. I have to get busy. I'm a writer so I get carried away with my stories. Let me know your ideas and yes I'm willing to allow my ground for you to hunt on freely.

3/26/20, 10:17 AM

Craig

thanks - that's great. just so you know, we only drink at our cabin and that is rare as we are usually too tired hunting dawn to dusk. As nonresidents we have to pick archery or rifle hunting - so we only ARCHERY hunt..

Craig

With that answer - I will move to my partners to see if we can make this happen.

Craig

I'm looking at the maps on Huntwise and it shows Theda Skalla as the owner next to your north 160 on Bobcat Lane. Is that your friend? Her property looks awesome also. Do you think she would be amenable to a lease as another "side deal" to what we are working on. As good as her property looks for deer we would def pay her for the 160. So much to consider and work on. I hope your days get better dealing with the issues you are encountering with the person you care for. More to come - stay tuned.

Craig

Oh - one other thing. We have a 1 million dollar insurance policy naming the landowner as additionally insured on all our leases.

You sent

Well that's an old map...wow Dear Theda has been gone for 20 years...maybe they mean a trust. Luann Thompson is her daughter. Her son farms the ground but he actually lives 15 miles away and they have plenty of ground over that way to hunt on so I don't think he is interested in this. Let me visit with her.

Craig

That must be it.. Thanks for following up.Sorry - one other thought to ponder. We purchased a farm in New Jersey (near my business and where I still live a small part of the year) about 10 years ago. The owner held the mortgage and we pay him \$1,000 per month (no interest). It is almost paid off. It makes it easier for us as no bank involved, etc. and allows us to offer more for the purchase. It's actually a very simple legally binding contract. Since you are not going anywhere and we are looking at all options to get this done, would you consider something like this? I hope this does not offend you - just being forthright and getting all discussion points on the table. If no then so be it - I will research other options. I hope you can see by the amount of time I'm spending (and you also) on this that it is real to us and not a fishing expedition. That's all for now.

3/27/20, 8:48 AM

Craig

No interaction last night so I hope you are well and working through your work issues with the older gentleman. I talked to my partners last night and I'm in discussions with Frontier Farm Credit in Waterville about a loan for the property. So, I will come up with a formal proposal that incorporates the 40 acre purchase and the long term leases on the additional properties we have discussed. Are you ok with that plan?

3/27/20, 11:19 AM

You sent

Im sorry I didn't get back to you.. my mind and hands were so full. We moved the guy and upset his whole world, he fell, and I just got my breakfast now and I'm off the clock for a few days unless I get called in.

You sent

Yes and I'm grabbing some items and heading home after a meeting with my boss. I might sleep for a few hours.

Craig

Ok - I will follow up in near future. LMK when and if you were able to talk to Luann Thompson about potential hunting rights to her 160 as well. As noted, we would jump at the chance to lease that RIGHT NOW for this year while you and I work on our potential deal. Thanks for all again and good luck with your patient.

You sent

I haven't talk to Luann yet... probably this weekend or after a nap...lol I'm taking the first person with money on the table so I'm not interested in leasing.

Craig

I get that - the long term agreement on your properties only comes with the purchase of the 40.. I was strictly talking about her 160. Hope we are on the same page. Working on it here as much as possible.

3/31/20, 7:50 AM

You sent

You sent

My neighbor took this picture. Luann was busy this last weekend but promise to talk soon.

3/31/20, 8:09 AM

You sent

3/31/20, 9:42 AM

You sent

There are actually 4 Skalla families that own ground in the section east. Andrea is a hunter herself with both gun and camera.

3/31/20, 11:28 AM

You sent

If you are truly serious and can prove with a letter of intent that you are seeking a line of credit then I'm going to stop any offers to others and mark the ad pending sale. I'm still getting a high number of calls and answering questions to them. While I've sent many alot of the same information, pictures, etc I've sent you..I have not made the exact same deal to them as an offer. The reason being they want to commercialize it or other strange things (Lol). I would rather let nature be nature and I think that is your goal also. But I am tired of answering questions from people seeing the ad. I think this coronavirus is starting to fizzy out here. Our state numbers are low. But the governor has a ban on some businesses being opened. Manhattan as you know is usually full of students but at spring break they took off and never returned. They are doing online courses and enjoying it. One nursing home down south had a high number test positive. We have taken drastic measures to insure safety. I'm thinking we will be fine and in another week the numbers will be reflect that and we can all get along with our lives. Surprising is the fact the local hospital is not using mask and gloves throughout the facility thus they must figure the risk

is very low. If we were to have had an outbreak it would have been in the last 2 week's. People now are just wanting to get back to their schedules, kids want to finish up school years and we are probably more aware to wash your hands. Me, I just carry a bottle of hydrogen peroxide and spray everything from scratches to bits. I've pulled rusty nails out of my foot and still lived.

4/1/20, 11:40 AM

Craig

Based on the volume of correspondence I assumed you know we are still interested. I have reached out to a lender and I'm pulling together information. The bank rep was very familiar with the area and noted that "raw" land in that portion of Riley County will not appraise for \$4,000/acre. She said top hunting / farm land in that location would appraise around \$3,000/acre - so that is an issue with the loan. Plus - most lenders won't do more than 75% of total amount. As such, the most we can prob get from farm credit would be 40 acres x \$3,000 = \$120,000 x 0.75 = \$90,000. As such - I'm working on a purchase proposal that could work for all.. Finally, to reiterate this only works if those other acres come with the purchase in the form of a long term (10+ years) signed lease for hunting rights.

4/1/20, 10:33 PM

You sent

My phone crashed and I crashed for hours...just getting back up after 24 hours non stop. Talk in the morning I fell asleep talking to Luann this afternoon and now she's asleep.

4/3/20, 4:52 PM

Craig

Janet,

Craig

Oops - there I go again hitting return. To catch up with you. In light of the current situation in the country and all the uncertainty with the economy and our job situations, my partners are not willing to move forward with the purchase of the property right now at that price. If the sales price was more in line with the comps in that area (\$2,500-\$3,000) per acre, and we were assured the other properties in a long term lease, then we may be able to move forward. I have raised the long term lease agreement several times but you have not responded directly to it. To be clear, please respond that you will sign a long term lease on the other properties. If and when we clear that hurdle, we can continue with our discussions and I can continue to evaluate finance options.

Craig

Thanks... I hope you have a good weekend and stay safe..

You sent

I'm back...I just got off of another long stretch.

You sent

I did say that Yes I'm willing to work out a lease on my other property back on March 26. You mention a bank in Waterville is that Waterville, Ks?

Craig

Yes

You sent

The other day you noted 10 years. No Now to some \$4,000 may seem high depending on what the usage might be. I had one guy say he wouldn't talk to be unless the ground was under \$4,800 an acre. 12 years the going price for ground to build a house on was \$3,000. That's what my daughter paid. Now I set the price to where I was dealing with the crowd that I wanted to gather. I could probably saved myself a lot of time if I had put that number in the post. I was also running an ad to sell the whole 160 acres too.

You sent

That should have been 12 years ago the going price.

You sent

Actually I would rather have sold the whole 160 acres and purchased something smaller and closer to fit my needs. But Jim had said he wanted first chance at buying. So he suggested that I sell half of an 80 or sell an 80.

You sent

We got to talking about how I love that little corner and how much it had grown up for wildlife and the amount of deer that it attached. So I decided to make the post for 40 acres and whose ever eye it catch I was going to throw out the idea of additional leasing. But I wanted somebody trust worthy and wanting to keep the natural look. I've talked to many who just wanted to lease it or put a firing range on it. One wanted it for a llama Farm, another for bring all his friend out....so after a while I got keen on what I didn't want. Several wanted to buy cheap and build on it. We all want cheap.

You sent

Now I'm still talking to some but I know the deal I want to make. I'm willing to lease the two 160 plus the remaining 120 acres. That makes 440 acres total. I know that I have a hunter's delight area.

You sent

I was down there the other week talking to a guy and I snapped a few from the road. The old cow shed.

You sent

The draw east of the shed.

You sent

Looking down the road to the creek

You sent

The creek

You sent

I could sit here for hours...

You sent

Past the bridge going up the hill

You sent

Fence corner. Now isn't that God's Country?

USER_SCOPED_TEMP_DATA_orca_share_media1585953629917.jpg

276.98 KB

You sent

Up in the opposite corner is a spring fed pond. Never went dry.

You sent

Northside of pasture. The tree are a part of the line in the center.

USER_SCOPED_TEMP_DATA_orca_share_media1585953880758.jpg

151.2 KB

You sent

As you can see it is already developed into an awesome place for a hunters pleasure to spend the day with nature.

You sent

Now a lot of people after talking to them I crossed them off the list because if my standards and what I expected. I want to get along with Jim and not cause him problems....because that's what good neighbors do. Target practicing is different than a shooting range. Commercializing it with antique cars didn't fit my thoughts. I've had several real estate dealers who had a client that wanted it very badly but they wanted me to fork over money to them for selling it to their client and I said no. Plus I've had a few ranchers look at it and the first thing they'll do is get a dozer in and light a match.

You sent

Now I've had a ton of people wanting to buy anywhere from. 2 to 10 or 20 acres along the creek....I'm selling it as a 40. Or an 80 or 160.

You sent

I'm telling you after I asked a few questions of you I knew that you understood the term hunting. I'm telling you this is a once in a lifetime dream to own. Yes, there is other ground out there but this has been established, it has wildlife living in it, and is ready to hunt today. Deer, turkeys, you name it. It's God's Country.

You sent

Now the way I figure it 440 acres at \$20 leasing fees is \$8,800 a year. Take that times 10 years.... \$88,000. in fees. 40 acres @ \$4,000 an acre is \$160,000 total for ground. Now \$160,000 - \$88,000 = \$72,000 you're paying for 40 acres of some of the best established hunting ground in Kansas.

You sent

Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

Then take \$72,000 divide by 10 years that \$7,200 a year hunting for a hobby.

You sent

I've still got people looking at it, and I've made you the best deal so far.

You sent

To establish something like this takes more than 10 years.

4/3/20, 7:32 PM

Craig

I agree with you and I know how good your properties would be for the way we would want to enjoy it. Believe me - I'm doing everything I can to make this deal work. To clarify one point - at the beginning of your message you said 10 years on the lease - NO. Then at the end you laid out the value of the 10 year lease. Please clarify the max year lease you would agree to. Second - the going rate for hunting leases in Clay - Riley - Pott counties ranges from \$5-\$15 / acre. Some very small acreage pieces that are very good could get \$20/acre but that is very rare. So - please answer the above and then I will then reconvene with my partners and come back to you with a real offer if we can agree on a plan.

4/3/20, 7:50 PM

You sent

Ill be back. My phone going dead. Damn bull jumped the fence and ruined a new \$100 gate trying to tag a cow. I was in the middle trying to stop it.

4/3/20, 9:40 PM

You sent

Back on March 22 you said you wanted to lease the whole 160 @ \$20 an acre. That's what I was basing it off of. My understanding is most hunting leases around here are for 5 years that way you can review it every 5 years. As for the 10 year that was a number. Back on March 24 you said 7-10 years.

4/4/20, 9:35 PM

Craig

Ok - Would you consider the following structured purchase / Lease.. Purchase the 40 acres for \$3,750/acre = \$150,000. Five year NO FEE lease on the following: 120 acres adjacent to the 40 acres purchased + your other 320 acres = 440 acres total. Agreement to renew the 5 year lease at the end of first 5 years at \$5 per acre x 440 acres = \$2,200 per year x 5 years = \$11,000 total contract (paid each year at the renewal date of the lease (\$2,200). We would carry a 1M insurance policy on all properties naming you as additionally insured. The 5 year lease payments effectively bring the sales price over the current asking price. To finance, the bank is likely to appraise the property at \$3,000/acre = \$120,000 total. They typically lend only 75% of the appraisal so we would likely get a \$90,000 mortgage. So - we will need \$60,000. We can come up with \$30,000. So, I would propose that you hold the remaining \$30,000 and we pay you \$250/month over the 10 year agreed to lease term. The last part of this proposal would be that you go to bat for us trying to get access to your neighbor Jim's property and your best friend Luann's. If this all worked out we would have all we need for the near and long term all in the

same general area - perfect... Please consider this at let me know your thoughts. I am open to suggestions and tweaks to this proposal. Thanks,Craig

You sent

4/5/20, 2:31 PM

You sent

Cody sent me this so I'm forwarding it. He was asking about the 160 acres at \$3,000. Thinking it was fair and noted that others were wanting \$7-\$12 an acre around the Manhattan area. Are you talking to Ann Mann at the bank or Argenbright?

4/5/20, 2:52 PM

You sent

Basically you're offering \$150,000 but only a payment of \$120,000 with free hunting for 5 years. Along with me financing the additional \$30,000 for 10 years interest free. Then the next five years your offering hunting fees of \$5.00 per acre. Am I correct?

Craig

Yes... that is the deal I was proposing. Not sure who Cody is but I'm assuming somebody else that was interested in leasing your 160 acres for \$3,000 (\$18.75/acre). If it was a stand alone deal just to lease your place for one year then I would pay that amount. My proposal is all encompassing and long term so we can buy your 40 and get you to the total you were asking for. Moving forward, I just met with my other two partners and they are all in.. I just got done pulling all my financials and redoing my personal financial statement to send to Frontier Farm Credit tomorrow morning. I am dealing with Jana Whitesell. Her contact info follows: Financial Officer Frontier Farm Credit 835 Pony Express Highway Marysville, KS 66508 Office: 785-859-2009 Cell: 785-562-8106 Fax: 785-562-3371

4/5/20, 4:02 PM

You sent

No I had been trying to sell my pasture before at 160 acres for \$3,000 an acre. Cody was looking for a place for a church and he stated what he was finding was \$7,000 - \$12,000 per acre for ground.

4/5/20, 4:18 PM

You sent

I can not afford to finance nor afford to finance without interest. I was graciously offering to you the rest of my ground because I felt you would respect it. As for setting at \$4,000 per acre it's because of the establish hunting territory with critters running in that corner, is nature at it's best. That is worth alot to be able to just go out and hunt on today. Then having the free hunting rights to the rest of my ground is the bonus that makes it worth \$160,000. I know Jana Whitesell very well - went to school with her. Her grandson is best friends to my grandson. You might want to try another banking institution.

Craig

Ok - all things the same except we will come up with the final \$30,000 to make it \$150,000 at closing. Then pay the \$5 / acre years 5-10 to get us over the \$160,000. Does that work?

Craig

Any rec for local bankers?? I'm also contacting people I know here that can loan there on land. I know I can get the financing just may take a bit with the current situation.

4/5/20, 4:57 PM

You sent

I really wished I could but I can't. I have to set on the \$160,000. for 40 acres or sell the 160 acres which was my original thought...except Jim wants to buy in time. His wife just had surgery for cancer, she doing better. It's not about greed. I have my reasons.

You sent

In Marysville...you would want to talk to Dennis Cashier.

You sent

You sent

In Blue Rapids you would want to talk to Kenny Steinfort. That kid worked for me years ago when he was in high school.

You sent

There is a bank at Olsburg with a branch at Randolph. I've never dealt with them.

Craig

Ok - so \$160,000 total at closing. Can you then extend the lease to 10 years at no charge then.

You sent

Yes. Now keep this I mind they all have different rates and how they figure it. It's zone Agricultural so I would think a loan would be based off of those rates and not commercial or housing.

Craig

And at least try to get our foot in the door with Jim and your best friend to hunt their property? I understand this whole buy / sell interaction. I hope to be out there in next week so we can meet and I can walk all the properties.

You sent

I have talked to Luann and she's thinking.

You sent

You can use Cody's reference to ground prices and I'll seen if I can find some other recent sales.

Craig

Ok.. so I'm set to go full steam ahead tomorrow. I will send you a draft of the proposed 10 year lease for your review tomorrow. It's a copy of one we just used for a 5 year lease locally..thanks

You sent

My legal name is Janet Strader Pralle but on Facebook only I use Strader because I'm a woman with a job and I don't want men showing up on my ground unannounced. I don't dial 911. My Gmail is janetpralle@gmail.com

4/5/20, 5:37 PM

Craig

Thanks. I'll be in touch

4/5/20, 7:32 PM

You sent

Thank you. I'm off to work a 12 plus you shift. Lol

4/6/20, 8:13 AM

You sent

Jim sent this to me.....

You sent

You sent

I don't think ground prices are going down. For that many acres it held a good price for pasture. I'm not sure who it belonged to.

4/6/20, 9:45 AM

Craig

The Riley county site shows one parcel on Indian Hill Road under your name as follows..... S27 , T06 , R06E , ACRES 76.6 , NE4-NE4 + SE4-NE4 LESS ROW + L ESS BEG NW COR SE4-NE4 TH E58. 6',S742.5',W58.6',N742.5' TO P OB Deed Book/Page 0536/0495 0832/1355. Is this the parcel that the 40 acres will be subdivided from? I know the bank will ask for this. Also, how long to you think it will take to subdivide the 40 for sale?

You sent

No rent due, but included with the purchase of 40 acres... contract for 10 years. Now with that being said Kansas law allows agricultural renters to have the say in hunting rights due to damages of crops. BUT as landowners I rent on the agreement that my ground my hunting rights and yesterday I met with my renter Steve and went over our agreement. He agreed to allow me those rights and I will always retain those rights with any future renters. Now you do not have to leave your vehicle on the county road. There are paths you can follow in both a truck and ATV but I will warn you springs have sprung up in unexpected places last year. You are allowed to travel mowed waterways also try staying on the side so not to create a track in the middle. **I would like a text message when you're around so I will stay away...lol and not run you off. I'm pretty tough on standing my ground. Again I'm not trying to make this complicated because I just wanted it easy. You do what you want and I do what I want.**

4/16/20, 12:39 PM

Craig

Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

I've never canned deer meat but we do make a lot of jerky and beef sticks that get seal wrapped and last a long time.. ok on the rest - I think the easiest way to finalize this is to just remove the wording that you don't think is necessary and be done with it. I do have a much simpler template but I think this is actually better for you as the owner.

You sent

I know it's a very well thought out one for a landlord....but if j really need that complex of a contract....then I shouldn't be doing business with you....lol You would love canned deer meat. Beef is very good also. Fast fixing. Yep do you have that contract in a word doc and we can remove and rewrite it?

4/18/20, 11:41 PM

You sent

As for the real estate purchase its pretty simple. I have no real objections to anything except I would like a note that if the 40 acres is ever sold that I or my heirs would have first chance to buy it back.

Craig

K

4/19/20, 11:22 AM

Craig

The new contract I sent you is the actual Word document - not a PDF scan. You prob can't open it on your phone - has to be opened on a computer in the Word program. I sent you that so you could actually make changes and then send back. If you don't have that option then we can figure another way. Worst case - we could meet when I'm out there to finalize it.

Craig

On the actual sales contract - we can add a clause about the first right of refusal on a buy back if that ever happens.

4/27/20, 6:17 PM

Craig

Walked the Indian hill road property today.. very nice! going to walk bob cat props tomorrow

Craig

6/26/20, 2:23 PM

You sent

6. The contract discusses a right of first refusal. This will need to be a separately drafted document that is then filed in the Register of Deeds of Riley County, Kansas. I can draft that, and I typically charge \$100 to do so. ----- as far as im concerned we don't need to do this....because we said from the start that we want to keep it simple. It was an offer to allow me the right to refuse. In Kansas a handshake used to allow common courtesy for right to buy first. What he is wanting to do is to force a contract through the court system to force you to allow me that right. That's lawyers for you. The contract we signed

between us is good enough for me. I don't intend to make a legal battle and register that paperwork. I want to just trust what we agreed upon. You do your thing and I do mine. Simple.

You sent

As for the \$200 amount I don't care..im to assume that's from both of us. And I'm all to drop of a check in that amount or not...Whatever you want to do.

Craig

ok - tell Zach that. **We can take it out of the formal contract and do a side paper of just a hand shake. I think you know by now that we will stand by the first right of refusal. When is Tim doing the survey?**

Craig

As nd I'll hunt there until I can't anymore. Hopefully lot longer than 10 years

7/8/20, 4:49 PM

You sent

The surveyor guys are quitting for the day and will come back tomorrow. Long day. Hotter than Hell. They tried to put the road pin in by the barn...could only get down 6 inchesthe rod is probably 18 inches. They will have to drill the holes through the rock tomorrow. Then they will also place the other post I want placed. I'll try to get back down there.

You sent

The gate is on my side of the line which we'll just have to agreed verbally to common access usage of pasture gate for entry to adjoining property. Unless you want your own entry gate.

7/8/20, 7:59 PM

Craig

Ok thanks I'll be in touch

7/15/20, 9:57 AM

Craig

So we had very productive visit. 2 new stands on the 40 being purchased and 3 new stands on the north 160 on Bobcat (plus 6 others on other properties). Did u get confirmation from surveyors that they are done? If so, when do u expect documents from them that u need to complete subdivision?

7/15/20, 11:19 AM

Craig

Sorry to hear about your friend. I saw the surveyors as well and it seemed like they were done as they pounded the corner stakes and removed their control unit on top of the hill where Indian Hill Road turns south. I still need to catch up with Jim Steele - hope to do that on my next trip out there in August. I know Zach is waiting for an update from you with the property description so he can amend the contract.

8/13/20, 7:24 PM

Attachment: Pralle Photos and emails Attachment 4 (13672 : Order Assigning Partition Fence Responsibility)

Craig

Are u getting any messages?

You sent

Tomorrow I get copies of survey to Zac. At work now

8/13/20, 8:23 PM

Craig

Ok thanks. How bout the subdivision with county?

8/13/20, 9:06 PM

You sent

Bob had told me that Zac just needed to call him and he would approve it.

8/13/20, 9:54 PM

You sent

As for the cows Steele should have his out by November 1. Mine I'm not sure. Are you wanting corn put out? I've seen a few deer out and about but they are staying tight in the back areas. There is so many corn fields around...they will have plenty to eat til the snow flies.

Craig

We r coming to start hunting around October 20.. any way the cows could be out by then?

9/18/20, 11:02 PM

You sent

You're just are worried about them getting in your way?

You sent

You're bow hunting that early? If you want I can get a deer tag an you can shoot?

9/19/20, 9:32 AM

Craig

No they eat all our corn and trash our feeders. Bow hinting only

9/19/20, 10:59 AM

You sent

Ok I understand that. I've never had a bow hunter before so I'm dumb on this. Now hunting season opens up around October 20. And last how long? As for the offer on a tag....you said you had to pick and choose tags....if you want an additional tag to gun hunt either Steele or I could get a tag for you.

You sent

I don't want any cows eating corn or trashing feeders...we can work around that. Let me talk to Steele. there is a couple of things we can do....to solve that problem. I just need to understand and Jim has offered to put corn out for you.

10/5/20, 9:32 AM

Craig

Ok - keep me updated. I'll be in Kansas tomorrow till Friday. I will be on all properties checking cams and feeders. Going to stop and see Jim at some point.

10/5/20, 3:28 PM

You sent

Thinking about putting hog panels around your feeders to protect them. They use hog panels and place them a foot off the ground. Deer jump in and out easily. I have NOT seen a deer for six weeks. They are all hiding in the trees enjoying the greens. The combines are moving harvesting and should be scaring them around. They will have lots of ears of corn on the ground and beans to feed on for a while. So they will be come out to graze on cut fields. Steve just planted wheat on the West side of the north side of Bobcat lane. He has not started harvesting yet. The bean field on the north side will be wheat also. That should give winter grazing to the deer.

10/14/20, 10:58 AM

Craig

Just emailed you and Zach. He responded to both of us. Please review and tell me how you will resolve this.

10/16/20, 3:20 PM

You sent

Ok now this is personal information between you and me. We need to change the contract. I don't have it in a word program to change. #2 purchase price change to \$150,000.00 #3 closing agent is Charles and Wilson #4 earnest money was set by them at \$200 #5 date Oct 20. #6 you had wrote the title search - is that the same as title insurance that does the search? Those lien on the Riley pasture are old liens in both my ex names....not valid. But there is a lien with my name only. That will be paid off with the check. #7 title insurance. #8 don't need #11 don't need My next message will explain all.

You sent

My son in law.... Iowa

11/5/20, 7:40 PM

Craig

That's a huge deer from Iowa. On another note, if u send me your bank name, address, routing number, and account number and I will wire u the \$10,000 after closing is official. I also want to redo the lease to reflect the \$10,000 payment and update the start date to today if that is ok..



EXTENSION
Staff Update

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

STAFF REPORT

FROM: Gary Fike
MEETING: August 17, 2023
SUBJECT: County Fair Update
PRESENTER: Gary Fike

County Extension Director Gary Fike will provide a county fair update and summary

Enclosures:

- August 17, 2023 BOCC Report (PPTX)

Riley County K-State Research and Extension: Staff Report

GARY D. FIKE

RILEY COUNTY EXTENSION DIRECTOR

AUGUST 17, 2023

K-STATE
Research and Extension

Riley County

Items to Discuss

- u Fair report
- u Task Force Update
- u Request parking blocks in south parking lot in Cico

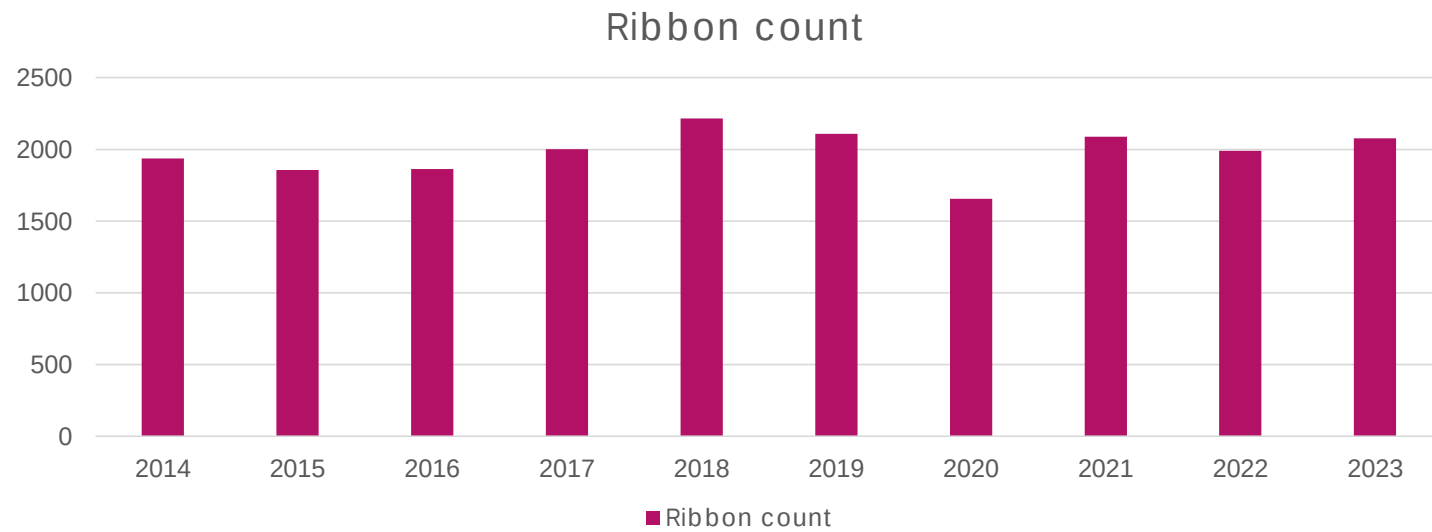
County Fair Report

- u 4-H Exhibit numbers were up over last year by 4.3% at 2,077 separate ribbon placings
- u Visual arts, photography, foods were up 13.3%, 18.2%, and 19.1% respectively; poultry was up nearly 65%. All livestock exhibits were lower, but only fractionally.
- u Carnival receipts were not as high as last year, mostly due to Friday night's storm, but still grossed over \$ 120K, of which our county 4-H scholarship fund garnered \$ 26,000 plus.
- u Livestock sale raised \$ 90,000 for 4-Hers, up \$ 15,000 over last year
- u Haven't heard rodeo attendance. Military appreciation night went well.

K-STATE
Research and Extension

Riley County

Projects Judged by Ribbon Count



Other Items

- u Express thanks to support of the Parks Department Staff who did a great job!
- u Vendor area filled up, many new vendors
- u Still continue to have problems with parking, despite best efforts
 - u Request concrete blocks at the edges of parking rows for better organization and to slow down traffic through the area
- u Storm Friday night
- u Ruckus on Sunday night



K-STATE
Research and Extension

Riley County



MUSEUM
Staff Update

Katharine Hensler
Museum Director
2309 Claflin Rd
Manhattan, KS 66502
Phone: 785-565-6490

STAFF REPORT

FROM: Katharine Hensler, RCHM Director

MEETING: August 17, 2023

SUBJECT: Museum Staff Report

PRESENTER: Katharine Hensler, RCHM Director

Riley County Historical Museum - Director's Report

August 17, 2023

1. Visitation and Tours - In the month of July, there were 150 visitors to the Museum and 67 to the Goodnow House, 20 at the Wolf House Museum, and 20 at the Pioneer Log Cabin.

Site Name	APR	MAY	JUN	JUL
Museum	213	227	175	150
Goodnow House	89	139	72	67
Wolf House	470	27	27	20
Pioneer Log Cabin	81	113	25	20
TOTAL	853	506	299	257

Volunteer hours for the month totaled 59.75 hours and were generated by 6 volunteers. Our RCHS Board of Directors contributed an additional 18.5 hours. The Museum also had three community service workers in July who assisted with outdoor cleanup of the Museum, the Goodnow House, and the Wolf House Museum with 16.5 hours.

Volunteer Hours	APR	MAY	JUN	JUL
General	110.75	77.75	86.5	59.75
RCHS Board of Directors	73.23	43.5	38	18.5
Community Service	15.5	10	2	16.5
TOTAL	199.48	131.25	126.5	94.75

2. Education and Outreach - On July 11, Museum staff hosted our monthly Fireside Chat in collaboration with Flight Crew Coffee. The topic of discussion was "Television: the Entertainment of the Future," presented by Linda Glasgow. 31 guests attended and the Museum received very positive feedback on the program. The next program will be held on September 12 and the topic and speaker are TBA once confirmed. The chats are designed to engage the audience and memory share. We hope that this topic will generate meaningful and memorable discussion amongst the presenters and attendees. These programs are always free and open to the public.

The July 17 KMAN In-Focus segment was presented by Curator Highsmith, and the topic centered around the new temporary exhibit that was recently opened at the Museum, "medical pioneers of Riley County."

This new exhibit, "Faces of Innovation: Medical Pioneers of Riley County," is now open at the Museum. Admission to the RCHM and our exhibits is always free. In the month of July, Highsmith also installed a small promotional exhibit in the County Courthouse also on the medical pioneers of Riley County. This exhibit includes excerpts from the larger exhibit at the Museum, artifacts related to historic medical practices, and engagement intended to encourage the viewer to come to the Museum to see the rest of the exhibit.

We continue to work with Dr. Lauren Ritterbush on the Indigenous People panel updates for the permanent exhibit, "Land and the People." We hope for this to be completed by September 1. These updates replace some very old and outdated text, imagery, and archaeological artifacts that have been on display for decades. We are very pleased to be able to focus our efforts to update this integral part of our interpretive exhibits. We thank Dr. Ritterbush for the amount of care and time she has provided to us to ensure that the information we present is clear, accurate, respectful, and academic.

Curator Highsmith provided a presentation to the Riley County Genealogical Society, free and open to the public on July 23. The topic was on the Yuma Street Historic District. There were 20 in attendance.

3. Collections - In the month of July, 10 donations of items came into the Museum. Amongst those donations, 67 individual items were recorded for acquisition. Curator Munger was able to process 4 backlogged collections which totaled 39 individual items acquisitioned into the collection.

Collections Numbers	APR	MAY	JUN	JUL
Number of Collections Donated	4	7	6	10
Individual Items Recorded	27	84	10	67
Backlogged Collections Processed	6	15	9	4
Backlogged Items Processed	47	70	123	39

On July 19, the RCHS Collections Committee met to review a random grouping of objects for consideration. Of those, there were three old (but not historically significant), wooden display cases for consideration for deaccession from the collection. Display cases should never have

been entered into the permanent collection, but these items had been in 1967. Unfortunately, for Museum staff, the deed of gift that was authorized by the Society at the time the gift was accepted, allowed the donor to specify that the cases were never to be disposed of or separated from the other objects that came in with them. The committee noted that the cases are an unacceptable quality for current museum standards so the Curator of Collections will attempt to track down any surviving relatives of the donor to first try to offer the cases back to them, and if they are not interested, we will request permission from the descendants to amend the deed of gift, allowing us to deaccession the cases and find them a new home. This is a reoccurring issue with many non-historic items erroneously entered into our permanent collection. This results in an incredibly time-consuming process that continues to delay efficiency within the collections department. However, this process must be done in order to both relieve the Museum of its storage issues while adhering to ethical museum collections standards.

4. Archives and Library - Curator Glasglow managed 4 new incoming patron requests for the public and 2 request for research support internally in the month of July. There were 6 appointments made to use the research library and 6 walk-in patrons. She continues to follow up with outstanding requests submitted previously.

Library and Archives Requests	APR	MAY	JUN	JUL
Research (external)	8	12	8	4
Research (internal)	12	3	1	2
In-Person Appointments	1	5	3	6
Walk-In Appointments	2	2	6	6
TOTAL	23	22	18	18

Curator Glasgow also provided the presentation for the July Fireside Chat on this history of the television on July 11.

5. Building and Grounds - More cleaning out of the Museum's storage spaces is occurring. We are now focusing on the temporary storage on-site as well as the off-site storage of the historical society.

Between the County Parks staff and a community service worker, they have been keeping the Museum site and the Goodnow House grounds looking great this summer. We thank them for their efforts.

No major issues to note concerning maintenance, buildings, or grounds.

6. Special Projects - The Historic Goodnow Interpretive Garden is growing very well and we have just started harvesting melons. We are short on volunteers to support this project and are continuously trying to recruit more. Staff members Highsmith and Doty are working together on an interpretive brochure to accompany the garden which tells a brief history of Goodnow and the site, as well as the impetus behind why we chose to install the garden, and a key of the heritage plants growing in it. As soon as the interpretive material is complete, we will add a webpage to the historical society's website about the garden.
7. Staffing - The Museum now has a full staff since the hiring of Museum Assistant, Heather Bigwood. Heather is a student at KSU as a history major. Bigwood is an expert in historical

costumes, textiles, and interpretation and we are very excited to have her join our team.
Welcome Heather!

8. RCHS - The Riley County Historical Society Board of Directors is on recess for the remainder of the summer. Regular board meetings will resume in September, 2023.

Their new logo, branding package, and website have all been approved for use and went live last week. Please visit www.rileychs.org to view. We welcome feedback from all as we want to ensure that this is a user-friendly and easily navigated site. We will then begin the process of coordinating with Museum's website so that both sites compliment each other.

Many preservation projects are taking place at the RCHS properties this summer. The Wolf Photography Studio has had its doors and windows restored by John Wood of WoodWorks Restoration, and is awaiting a roof replacement and repairs and repainting to the exterior. The Society is currently accepting bids for those projects. They are also accepting bids for the Wolf House Museum roof replacement, and Hartman Masonry will be repointing the mortar and repairing the historic limestone exterior this fall.

The Rocky Ford Schoolhouse has had its 1929 merry-go-round repaired and a bid has been accepted to repair damaged plaster on the interior ceiling and repaint. Volunteer Doug Tippin has scraped and repainted all of the exterior window trim, the front doors, and the outhouse. Wildcat Tree Services has removed a few dead trees and trimmed others on-site.

9. Upcoming Events - Genealogy and History Fair on Saturday, August 19 from 10am-4pm (at Pottorf Hall, CICO Park); Free and open to the public.

Fireside Chat with the Museum on Tuesday, September 12 at 5:30pm. The presenter and topic TBA (at Flight Crew Coffee); Free and open to the public.

RCHS Quarterly Speaker Series with Ron Wilson, "Off the Reservation: Chief Standing Bear in Riley County." Tuesday, September 19 at 6pm (at Lazy T Ranch); Dinner \$16/members and \$20/non-members. Reservation portal is now open and credit card payments can be taken online.

Rocky Ford School House Ice Cream Social & Open House on Sunday, October 1 from 2-5pm. Free and open to the public.

Fireside Chat with the Museum on Tuesday, October 10 at 5:30pm. The presenter and topic TBA (at Flight Crew Coffee); Free and open to the public.

Riley County Historical Society Annual Meeting on Thursday, November 9 at 6pm at the Blue Hills Room. Dinner, regular board meeting, members vote for upcoming RCHS board members, presentation by David Seay, owner of the Regulator Time Company who conducted the restoration of the historic courthouse clock completed in 1980 and who still continues to care for this icon of Riley County today. Dinner is \$16. Reservations will open in late September.

Fireside Chat with the Museum on Tuesday, November 14 at 5:30pm. The presenter and topic TBA (at Flight Crew Coffee); Free and open to the public.

Holiday Open House at the Wolf House on Sunday, December 17 from 2-5pm; free and open to the public.

Enclosures:



HEALTH DEPARTMENT
Update

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: August 17, 2023

SUBJECT: RCHD Update

PRESENTER: Julie Gibbs

See presentation

Enclosures:

- 2023 budget to actual_July23 (PDF)
- BOCCmonthlypresjuly23 [Autosaved] (PDF)

RILEY COUNTY HEALTH I
2023 Budget to Actual Comparison c
January 1, 2023-July :
58.3% of year

ACTUAL BEG. CASH BAL. \$969,509.59

	Total Budget	Total Actuals	General		Emergency Preparedness		WIC		Kansas Health Foundation		CDRR		KCCTF		Child Care I
Revenues			Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Grants	3,000,886.00	2,097,975.00	152,218.00	331,635.20	49,844.00	43,484.00	954,915.00	434,421.00	-	-	-	-	96,336.00	68,572.82	209,073.00
Client Fees	105,150.00	49,263.48	-	-	-	-	-	-	-	-	-	-	-	-	30,000.00
Medicaid	46,500.00	37,530.47	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	277,500.00	203,052.02	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from General	1,269,979.00	1,269,979.00	1,269,979.00	1,269,979.00	-	-	-	-	-	-	-	-	-	-	-
Transfer In-CARES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	25,296.00	43,887.66	25,296.00	38,288.99	-	-	-	3,630.58	-	-	-	-	-	-	-
TOTALS	4,725,311.00	3,701,687.63	1,447,493.00	1,639,903.19	49,844.00	43,484.00	954,915.00	438,051.58	-	-	-	-	96,336.00	68,572.82	239,073.00

% of Budget Received 78.34% 113.29% 87.24% 45.87% 71.18%

Expenses	Total Budget	Total Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Total Personnel	4,241,089.00	2,373,435.49	593,414.00	324,764.76	75,965.00	46,740.43	911,805.00	464,788.10	-	-	-	-	73,881.00	23,063.08	312,583.00
Total Contract	774,180.00	589,580.67	171,200.00	203,926.28	1,680.00	974.87	25,610.00	21,923.48	-	-	-	-	10,355.00	5,495.54	12,140.00
Total Commodities	306,549.00	202,698.92	19,271.00	31,818.44	-	-	17,500.00	3,646.67	-	500.00	-	-	12,100.00	29,181.72	2,800.00
Capital	-	6,418.30	-	2,080.88	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS	5,321,818.00	3,172,133.38	783,885.00	562,590.36	77,645.00	47,715.30	954,915.00	490,358.25	-	500.00	-	233.66	96,336.00	57,740.34	327,523.00

% of Budget Spent 59.61% 71.77% 61.45% 51.35% 59.94%

BALANCE:
EXCESS/(DEF.) BUDGET 663,608.00 (27,801.00) - - - (88,450.00)
EXCESS/(DEF.) ACTUAL 1,077,312.83 (4,231.30) (52,306.67) (500.00) 10,832.48

ENDING CASH BAL. \$1,499,063.84

Attachment: 2023 budget to actual_July23 (13657 : RCHD Update)

DEPARTMENT
of Revenues and Expenses
31, 2023

Licensing	Family Planning		Immunization Action Plan		MCH		OPEI		Smart Start/ECBG		State Formula		March of Dimes		Wildcat Region PHEP	
Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
159,611.00	143,259.00	111,898.00	117,423.00	53,588.00	125,056.00	151,003.00	222,800.00	110,000.00	800,000.00	549,618.73	90,652.00	72,854.00	7,500.00	-	31,810.00	11,289.25
15,125.75	32,000.00	17,674.05	35,000.00	10,957.91	150.00	-	-	-	-	-	8,000.00	5,505.77	-	-	-	-
-	14,000.00	11,416.10	28,000.00	23,607.80	3,500.00	2,049.96	-	-	-	-	1,000.00	456.61	-	-	-	-
-	40,000.00	20,920.41	225,000.00	167,543.51	1,500.00	2,169.51	-	-	-	-	11,000.00	12,418.59	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	1,964.80	-	-	-	-	-	3.29	-	-	-	-
174,736.75	229,259.00	161,908.56	405,423.00	255,697.22	130,206.00	157,187.27	222,800.00	110,000.00	800,000.00	549,618.73	110,652.00	91,238.26	7,500.00	-	31,810.00	11,289.25
73.09%		70.62%		63.07%		120.72%		49.37%		68.70%		82.46%		0.00%		35.49%
Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
191,564.66	411,863.00	219,454.77	303,518.00	162,495.16	323,729.00	197,784.25	448,076.00	272,713.71	454,959.00	292,240.35	327,659.00	175,564.39	-	-	3,637.00	2,261.83
9,600.93	20,300.00	10,598.66	8,825.00	8,858.06	8,840.00	8,651.46	64,850.00	32,455.39	405,560.00	262,564.53	28,400.00	15,796.36	-	-	16,420.00	8,501.45
834.85	39,125.00	29,618.63	133,050.00	57,785.93	2,300.00	11,943.42	5,250.00	4,708.68	47,950.00	11,533.36	7,950.00	3,057.64	7,500.00	3,763.14	11,753.00	14,306.44
-	-	-	-	-	-	-	-	-	-	-	-	2,689.99	-	-	-	1,647.43
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
202,000.44	471,288.00	259,672.06	445,393.00	229,139.15	334,869.00	218,379.13	518,176.00	309,877.78	908,469.00	566,338.24	364,009.00	197,108.38	7,500.00	3,763.14	31,810.00	26,717.15
61.68%		55.10%		51.45%		65.21%		59.80%		62.34%		54.15%		50.18%		83.99%
(27,263.69)	(242,029.00)	(97,763.50)	(39,970.00)	26,558.07	(204,663.00)	(61,191.86)	(295,376.00)	(199,877.78)	(108,469.00)	(253,357.00)		(105,870.12)	-	(3,763.14)	-	(15,427.90)

Attachment: 2023 budget to actual_July23 (13657 : RCHD Update)



PHAC Monthly Report August 2023

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

Attachment: BOCCmonthlypresjuly23 [Autosaved] (13657 : RCHD Update)

MCH Update

15.b

BaM classes in July = 71 participants!

- Spanish BAM = 8 participants

Health Equity Project – Yoga “well-being” classes to start in October.

PREVCON Conference

- Child Safety
- Injury Prevention
- Engaging Local Agencies
- Grant Opportunities

Attachment: BOCCmonthlypresjuly23 [Autosaved] (13657 : RCHD Update)

Clinic Updates

193 total immunizations (133 patients)

117 family planning visits

317 total appointments in July

Upcoming Events – Oktfluberfest – October 12

CCL Update

July	Riley	Geary	Clay	Dickinson	Pott.	Total
Initial Inspections	3			1		4
Initial Compliance	2			1		3
Annual Inspections	4	2	4	1	4	15
Annual Compliance	2	1	1	1	1	6
KDHE compliance Inspections	1	1	1		1	4
Complaint First Visit				1		1
Complaint Second Visit						
Illegal Care Complaints						
TOTALS	12	4	6	5	6	33

Attachment: BOCCmonthlypresjuly23 [Autosaved] (13657 : RCHD Update)

CCL Update

	August	RL	GE	CL	DK	PT	Total
School Age Program		9				1	10
Child Care Center		14	7	1	7	8	37
R & R Agency		1					1
School Age Drop In Program		9				3	12
Group Day Care Home		30	14	13	10	15	82
Head Start Child Care							
Licensed Day Care Home		44	15	14	16	34	123
Preschool			1	3	3		7
	Totals	107	37	31	36	61	272
		1		-1	-2		-2

Raising Riley Update

15.b

Outreach

August 5 – Everybody Counts – 72 parents and 54 kids

Literacy

Story Time Facility Visits – 26 total in July!

8 week health literacy at MART program – 9 Afghan moms and caretakers of young children

Provider Support/Education

Circle of Security Provider Training – 8 providers

August 18 – COSP circle reunion

Parent Education

FLIP IT training (parenting skills) – August 26

Attachment: BOCCmonthlypresjuly23 [Autosaved] (13657 : RCHD Update)

WIC Update

Completed 332 certifications in July

2606 current WIC clients

Free Prenatal Vitamins!

Senator Marshall and USDA on August 15

- Discussion on fresh produce, community collaborations, WIC outreach

Director Update

OLD BUSINESS

- ✓ School Inspections
- ✓ Workforce Development Grant submitted

NEW BUSINESS

- ☐ Substance Use Prevention Task Force
- ☐ Re-accreditation - 2025

NACCHO 360

Branding your HD

Data Story Telling

Move with the Mayor

Harm Reduction Strategies

Homelessness

Bridging MCH and PHEP with Disease Investigation

Opioid Response

Self-Care

Live Well WACO



HEALTH DEPARTMENT
Grant

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs
MEETING: August 17, 2023
SUBJECT: RCHD Request for Signature on Grant
PRESENTER: Julie Gibbs

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:

- Form-20230718073929 (1) (PDF)

County : Riley
Form Name: Workforce Development 2023-2027

Administrator: Julie Gibbs

Fiscal Officer: Shelley Ha

Name of person completing application

Julie Gibbs

E-mail address of person completing application

kgibbs@rileycountyks.gov

Phone number of person completing application (numeric only, no dashes)

7857764779

In the four categories below, please select activities that you plan to implement and/or expand upon for this grant. There is no maximum number of activities that can be chosen—choose as many as you would like. Each LHD is required to choose at least one activity total (not one per category). Use “other” at the bottom of each list in each category to include your own ideas. Be creative! You will have the opportunity to make changes to activities in the future so don’t be afraid to experiment. Where do you want your health department to be in five years? Think transformationally as you select activities!!!

Investing in People - Recruits, retains, develops and supports staff

- ☐ Hire key positions in your agency (including regional staff)
- ☐ Recruit a diverse workforce
- ☒ Retain key positions
- ☐ Hire low-cost AmeriCorps volunteers
- ☐ Staff benefits including parental leave, infant at work and other research-based efforts
- ☐ Invest in community inclusion when hiring
- ☐ Implement mental/behavioral health improvements and supports to your LHD worksite as a critical component of employee well-being (e.g. therapy animals, calming break rooms)
- ☐ Encourage and support employee well-being/satisfaction surveys
- ☐ Provide additional paid time off for educational purposes
- ☐ Offer self-care initiatives (could include providing self-care items as incentives)
- ☐ Explore salary assessments leading to equitable and reasonable pay adjustments
- ☐ Implement bonuses (based on longevity, incentive for hiring and other factors)
- ☒ Pay professional development fees/membership dues for staff
- ☐ Provide other incentives for retention/recruitment for staff (childcare assistance, housing assistance, etc.)
- ☐ Team building focus
- ☐ Incorporating remote scheduling/work flexibility options
- ☐ Access temporary staff

☐ Other - please provide details below.

16.a

Other - please provide details.

If you are hiring staff, please state how many FTEs you will hire and what position(s) you are hiring. (e.g. 2 epidemiologists, 2 community health workers)

NA

Investing in Education/Training - Builds capacity and capabilities of staff through training and educational opportunities

- ☐ Invest in staff to become subject matter experts
- ☐ Explore educational opportunities for staff to serve as chief health strategists
- ☐ Develop/ implement paid internship programs
- ☐ Develop/implement tuition assistance programs
- ☐ Develop/implement student loan repayment/forgiveness programs
- ☒ Investigate and implement learning opportunities to be included during scheduled work hours for professional development
- ☒ Offer education initiatives such as certificate programs
- ☐ Offer scholarship opportunities
- ☐ Provide out of state training opportunities
- ☐ Build leadership skills into every aspect of professional development
- ☐ Encourage learning opportunities for all staff at all levels of employment
- ☐ Increase training for staff related to self-care
- ☐ Provide Foundational Public Health Services training
- ☐ Mental Health First Aid
- ☐ Other - please provide details below.

Other - please provide details.

Investing in Organizations/Systems - Strengthens systems, processes and policies locally, regionally and statewide

- ☐ Health in All Policies (HiAP) - create working groups and incentivize participation
- ☐ Strengthen public health law through policy development, legal services and analysis
- ☐ Provide pipeline activities to increase awareness and interest in public health with K-12 students and higher education students
- ☐ Shared services for mental/behavioral health, aging in place services, etc.
- ☐ Shared services support for communications, marketing, social media expertise
- ☐ Shared services support for environmental health investigations, lead investigations, mold, school inspections, water issues, etc.
- ☐ Shared services support for policy and procedure development, process development, sustainability planning, succession planning, billing, etc.
- ☐ Data modernization initiatives
- ☐ Partner with agencies such as K-State Research and Extension to increase community support
- ☐ Attend and host trainings for policymakers about public health
- ☐ Attend and host additional trainings with KAC and other partners in addition to KDHE trainings
- ☐ Explore academic health departments
- ☐ Primary data collection (e.g. local health department Academy of Sciences)
- ☐ Provide onsite behavioral health services
- ☐ Develop trauma informed organization

Attachment: Form-20230718073929 (1) (13658 : RCHD Request for Signature)

☐ Other - please provide details below.

16.a

Other - please provide details.

Investing in Community - Strengthens existing partnerships and develops new partnerships while fostering a health equity approach that addresses health disparities

☐ Introduce and promote a community health worker program

☐ Increase and promote health equity awareness (or similar) trainings

☐ Promote culturally/linguistically relevant communication trainings

☐ Provide and promote formal leadership training for county commissioners and county department heads

☐ Support a community coalition

☐ Provide and promote adverse childhood experiences, poverty reduction, social determinants of health, drug endangered children education and awareness for community members and leaders

☐ Provide education and support community health needs assessment /community health improvement plan

☐ Enhance and repair community relationships from negative perceptions of public health

☐ Strengthen community partnership development and engagement

☐ Provide evidence-based worksite wellness initiatives to encourage healthy work environments

☐ Other - please provide details below.

Other - please provide details.

A shared services approach is when local health departments from different counties work together to make their funding go further. For example, four counties could hire a billing specialist with each paying 25% of the cost. One county would serve as fiscal agent and include their 25% in salary and fringe. The other three counties would include their 25% under contractual with an explanation.

Are you planning to implement a shared services approach with this grant?

☐ Yes

☒ No

Would you like more information about and/or technical assistance to implement a shared services approach?

☐ Yes

☒ No

If you are using a shared services approach, please list which counties you are working with.

☐ Allen	☐ Coffey	☐ Geary	☐ Johnson	☐ Miami	☐ Pratt	☐ Sherman
☐ Anderson	☐ Comanche	☐ Gove	☐ Kearny	☐ Mitchell	☐ Rawlins	☐ Smith
☐ Atchison	☐ Cowley	☐ Graham	☐ Kingman	☐ Montgomery	☐ Reno	☐ Stafford
☐ Barber	☐ Crawford	☐ Grant	☐ Kiowa	☐ Morris	☐ Republic	☐ Stanton
☐ Barton	☐ Decatur	☐ Gray	☐ Labette	☐ Morton	☐ Rice	☐ Stevens
☐ Bourbon	☐ Dickinson	☐ Greeley	☐ Lane	☐ Nemaha	☐ Riley	☐ Sumner
☐ Brown	☐ Doniphan	☐ Greenwood	☐ Leavenworth	☐ Neosho	☐ Rooks	☐ Thomas
☐ Butler	☐ Douglas	☐ Hamilton	☐ Lincoln	☐ Ness	☐ Rush	☐ Trego
☐ Chase	☐ Edwards	☐ Harper	☐ Linn	☐ Norton	☐ Russell	☐ Wabaunsee

- | | | | | | | |
|-------------------------------------|------------------------------------|------------------------------------|------------------------------------|---------------------------------------|-----------------------------------|-------------------------------------|
| ☐ Chautauqua | ☐ Elk | ☐ Harvey | ☐ Logan | ☐ Osage | ☐ Saline | ☐ Washington |
| ☐ Cherokee | ☐ Ellis | ☐ Haskell | ☐ Lyon | ☐ Osborne | ☐ Scott | ☐ Washington |
| ☐ Cheyenne | ☐ Ellsworth | ☐ Hodgeman | ☐ Marion | ☐ Ottawa | ☐ Sedgwick | ☐ Wichita |
| ☐ Clark | ☐ Finney | ☐ Jackson | ☐ Marshall | ☐ Pawnee | ☐ Seward | ☐ Wilson |
| ☐ Clay | ☐ Ford | ☐ Jefferson | ☐ McPherson | ☐ Phillips | ☐ Shawnee | ☐ Woodson |
| ☐ Cloud | ☐ Franklin | ☐ Jewell | ☐ Meade | ☐ Pottawatomie | ☐ Sheridan | ☐ Wyandotte |

Understanding that sustainability conversations and planning need to occur early in the planning phase, how might you sustain your efforts after the funding ends? Check all that apply.)

- ☐ Research and apply for other funding opportunities (e.g. community foundations, corporate, MCOs)
- ☐ Support advocacy efforts for increased State Formula funding
- ☐ Push for continued federal funding
- ☒ Work with my county commissioners to identify possible county funds
- ☐ Not thinking about this yet
- ☐ I have no idea how we will sustain this after funding ends

How do you and your staff envision your health department transforming in the next four years as a result of this funding?

This funding will be used to further staff education, thereby enhancing their careers. This will not only lead to staff retention but will also benefit the health department by improving the overall program. This will lead to greater quality of life for our employees, which will hopefully lead to higher morale and retention across the department. By enhancing our programs, we will be working toward fulfilling our mission, which is to provide a healthy safe environment for our community.

Grant funds may be expended in Years 1-4. A health department may choose to expend all of their funds in Year 1 or carryover funds for additional years. A budget is not required at this time for Years 2-4. Enter the amount you choose to carryover into the budget category labeled "Carryover".

Salary (Benefits Below)

Description	Request	Total
No data to display		
Total	\$0.00	\$0.00

Benefits

Description	Request	Total
No data to display		
Total	\$0.00	\$0.00

Equipment

Description	Request	Total
No data to display		
Total	\$0.00	\$0.00

Travel

Description	Request	Total
No data to display		
Total	\$0.00	\$0.00

Supplies (ITEMIZE)

Description	Request	Total
No data to display		
Total	\$0.00	\$0.00

Contractual

Description	Request	Total
No data to display		
Total	\$0.00	\$0.00

Training/Education

Description	Request	Total
No data to display		
Total	\$0.00	\$0.00

Other

Description	Request	Total
No data to display		
Total	\$0.00	\$0.00

Attachment: Form-20230718073929 (1) (13658 : RCHD Request for Signature)

Description	Request	Total
No data to display		
Total	\$0.00	\$0.00

Request	Grand Total
\$0.00	\$0.00

Budget Narrative/Justification

Salary - Please list name (vacant if not yet filled), position type, percentage of time allocated to this funding source and explanation of how the work will be project related for each proposed position.

Please provide benefit information.

Equipment

Supplies

Travel

We will utilize this funding to pay for travel for staff to attend trainings and/or conferences that will help further their career, knowledge, and the program in which they are employed.

Training/Education

We will utilize this funding to pay for licenses, certifications, continuing education, trainings, and conferences that will increase knowledge of our staff, along with improving our programs. We will set up a brief application process so that each employee will be asked to explain their need and the importance of that need for our programs and overall benefit to the health department. The supervisor of that program and director of the health department will then review this application, ask further questions if needed, and determine whether to approve at full funding, partial funding, or disapprove. We will have parameters that will be equal for all programs. We will also be sure to report to the Board of Health to gain their support and any feedback.

Contractual

Other

Attachment: Form-20230718073929 (1) (13658 : RCHD Request for Signature)

Attachment: Form-20230718073929 (1) (13658 : RCHD Request for Signature)



HEALTH DEPARTMENT
Update

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

COMMISSION AGENDA REPORT

FROM: Skylar German
MEETING: August 17, 2023
SUBJECT: RCHD PHEP Update
PRESENTER: Skylar German

See presentation

Enclosures:

- SGerman PHEP Presentation 8.17.23 (1) (PDF)



PUBLIC HEALTH EMERGENCY PREPAREDNESS

RILEY COUNTY HEALTH DEPARTMENT

SKYLAR GERMAN, MSPH

- BP4
 - Capability 1: Community Preparedness
 - Capability 3: Emergency Operations Coordination
- BP5
 - Capability 11: Nonpharmaceutical Interventions
 - Capability 12: Public Health Laboratory Testing
 - Capability 14: Responder Safety & Health



PHEP CAPABILITIES

In 2011, the CDC established 15 Public Health Preparedness Capabilities to advance the emergency preparedness and response capacity of state & local public health systems.

PUBLIC HEALTH EMERGENCY PREPAREDNESS

Training



Active Violence Training
FIT Testing
Quarterly Drills
Medical Reserve Corps
Conferences

Planning



COOP
Emergency Phonebook
Emergency Action Guide
Emergency Operations Plan
ESF 8
LEPC

Inventory



Riley Co PHEP
Wildcat Region PHEP
Medical Reserve Corps
COVID-19 / PPE

Outreach



Pet Poolooza
Oki-Flu-Berfest
Howl n Prowl
Open House / Egg Hunt
Bug-A-Palooza
Health Fair

Surveillance



COVID-19
Mpox
RSV
Influenza
ESSENCE
School Surveillance

TRAINING



Active Violence Training

- ALICE training on how to react to an active shooter or other form of violence
- Stop The Bleed kits



Emergency Action Guide

Staff procedures for evacuation, shelter-in-place, Save Haven, cyber threats, etc.



Conferences & Courses

Preparedness Conference
KAHLD Conference
NACCHO PHEP×MCH VLC
Project ECHO



Medical Reserve Corps

CPR + First Aid
Incident Command
Mental Health First Aid
Statewide TTX

INVENTORY



Before

Wildcat Region Storage



After



COVID-19 Test Kits

PPE Storage Room



17.a



Before

After

OUTREACH



Howl 'n Prowl

- Survey about public's knowledge on zoonotic diseases that can be transmitted to humans



Bug-A-Palooza

- Information about vector-borne diseases & prevention
- Community partners including KSU, Milford Nature Center, Flint Hills Discovery Center, Safe Kids Coalition, EMS, MFD, RCPD, EM, Manhattan Broadcasting, and more
- Services: Public Health Clinic info, maggot painting, emergency vehicle static displays, native landscaping tips, life jackets, insect repellent, tick keys, and more



SURVEILLANCE

17.a

Routine Surveillance

COVID-19

- EpiTrax

Mpox

- Statewide calls, ESSENCE / Urgent Care Center communication
- Wildcat Region Trailer

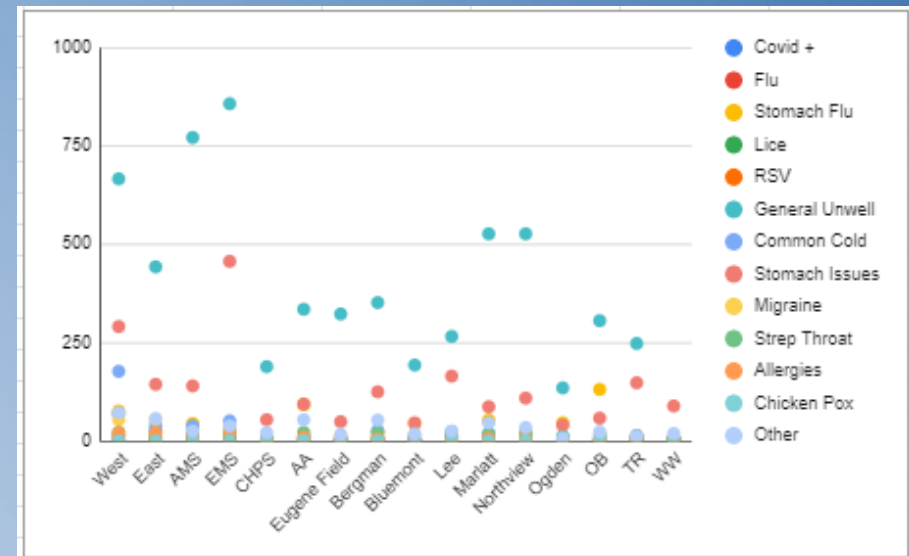
RSV / Flu / Opioids

- ESSENCE
- OD2A Grant



School Epi Surveillance

- Collected data on syndromic disease instances across USD 383 from Jan – May 2023
- Currently collaborating with school nurses to revamp the spreadsheet in order to better share information





THANK YOU

Skylar German

785-776-4779 x 7633

sgerman@rileycountyks.gov



AGENDA

JOINT CITY/COUNTY/COUNTY MEETING
Riley County Board of Commission Chambers
Courthouse Plaza East Building
115 North 4th Street
Manhattan, KS 66502

Thursday, August 17, 2023
4:00 P.M.

1. Substance Abuse Task Force Update/Opioid Funds
 Discussion (Julie Gibbs, Health Department Director and
 Asia Sampson, Community Health Educator – Riley County)



This meeting is being held in the Riley County Board of County Commission Chambers at Courthouse Plaza East Building, 115 N. 4th Street. In accordance with provisions of the ADA, every attempt will be made to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.