



**Board of Riley County
Commissioners
Regular Meeting
Agenda
November 07, 2022**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Tabor Valley Rd Bridge Replacement Project- Bluestem Electric Utility Agreement
4. Sign Riley County Personnel Action Form(s)
5. Sign Riley County Position Action Form(s)

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Nov 3, 2022 8:30 AM

Review Tentative Agenda

7. Tentative Agenda

Press Conference Topics

8. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

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

9:20 AM

John Ellermann, Public Works Director/County Engineer

11. High Plains Ranch Rd. Overlay Project

9:30 AM

Press Conference

12. RCPD update - Captain Greg Steere (3-5 minutes)
13. November General Election - Rich Vargo (2-3 minutes)

9:35 AM John Ellermann, Public Works Director/County Engineer

14. Using Salt/Sand Mix for Snow & Ice Treatment

9:45 AM Anna Burson, Appraiser

15. Appraiser's Office Staff Update

10:00 AM Russel Stukey, Emergency Management Director

16. Monthly Staff Time Report

10:15 AM Julie Gibbs, Health Department Director

17. RCHD APRN request for out of state travel
18. RCHD Approval of Child Care Licensing Updated Fees

10:35 AM Evan McMillan, Assistant County Engineer

19. Change Order #1 for the 2022 Asphalt Overlay Program

Adjournment

Announcement

A commissioner will be on In Focus live at 9:05 a.m. Tuesday, November 8, 2022 (GM).

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
Project

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: November 7, 2022

SUBJECT: Tabor Valley Rd Bridge Replacement Project- Bluestem Electric Utility Agreement

PRESENTER: John Ellermann, Public Works Director

Attached for your approval is the agreement with Bluestem Electric to relocate any of their facilities which would be in conflict with the construction of the Tabor Valley Rd. Bridge Replacement. There will be no cost to Riley County.

Staff recommends approval.

POSSIBLE MOTION(S)

Move to approve the utility relocation agreement with Bluestem Electric.

Enclosures:

- Bluestem Electric_Agreement to perform work in ROW_Tabor Valley Rd_2022 (PDF)

Riley County
Project CC.0-27.0

AN AGREEMENT relative to performing certain work and /or the occupancy of the County's highway right-of-way by the facilities of a Utility.

THIS AGREEMENT, made and entered into by and between Bluestem Electric COOP, hereinafter referred to as the Company, and Riley County, hereinafter referred to as the County.

WHEREAS: The County has authorized the preparation of construction plans for the improvement of a portion of a County Road described as follows:

NE Corner Section Line of Section 20, T.10S., R9E. at the intersection of Kaw Road and Tabor Valley Road in Riley County, Kansas

WHEREAS: The Secretary of Transportation of the State of Kansas requires that the County and the Company enter into an agreement for any utility adjustments and/or relocations which conflict with the work of this project.

NOW, THEREFORE, BE IT AGREED:

1. That the Company will maintain, adjust or construct its facilities which conflict with the construction activities as shown by the plans for the above numbered project in conformance with the following provisions and/or as shown by the plan and description attached hereto and made a part of this agreement.

One partial set of plans including the Title Sheet, Plan and Profile Sheet, Contour Map Sheet, and Cross Section Sheets are submitted herewith.

2. That the cost of the alterations, if any, shall be paid for as follows:

By the Company for alteration of facilities located within the existing right-of-way. By the County for alteration of facilities located outside the existing right-of-way.

3. That the construction or alterations of the Company's facilities, if any, shall be completed within 30 days after the County furnishes to the Company the information indicated in Items 7 and 8 of this agreement and notifies the Company in writing that the right of way has been acquired if applicable, and any necessary alterations may proceed.
4. That the Company will repair any damage done to the highway right of way by the Company or it's Contractor.
5. That the Company will perform the above described work in a manner which will not endanger the vehicular traffic on the highway.
6. That in the event future highway improvements necessitate the removal or adjustment of said facilities now located on highway/street right of way and/or such facilities relocated on

newly acquired right of way for the construction of this project, if applicable, the Company will, upon request of the County, make such adjustments as required to accommodate any future highway improvement at no cost to the County.

7. That the County will furnish the Company copies of the plans for the project.
8. That the County will provide alignment points as requested by the Company for the use of the Company in locating its facilities.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement in triplicate on this ____ day of _____, 2022.

COUNTY COUNCIL

Recommended for Approval:


County Highway Administrator

ATTEST:

County Clerk

WITNESSED:

Original to County
Copy to Company
Copy to Schwab Eaton

Chairman

Commissioner

Commissioner

COMPANY:

Bluestem Electric COOP

Address 1000 Southwind Drive.
Wamego, KS 66547

By Thad Donnell

Title Assistant operations manager

Wamego Office:
1000 South Wind Dr.
P.O. Box 5
Wamego, KS 66547-0005
(785) 458-2212



Clay Center Office:
524 Dexter
P.O. Box 513
Clay Center, KS 67432-0513
(785) 632-3111

MR.Ellermann

We will plan to have our power lines moved out of the const. limits by the end of oct.

Hopefully the temp easements will be remarked soon?

Thad Donnelly/Bluestemelectric



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 Resource Manager

MEETING: November 7, 2022

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2022-11 Museum V Martin (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add	Supervisor: Katharine Hensler	Fill Request Date: 11/01/2022
☐ Change	Dept Head: Katharine Hensler	Employee #

☒ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☐ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☐ Full Time	☐ Regular	☒ As-Needed	☐ Seasonal
☐ Part Time	☐ Grant Funded	☐ Intern	☐ Temporary

Martin	Veldean	Marie	
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Museum As Needed	Museum	0001-00017
Position Title	Department	Fund

11/08/2022	☐ Exempt	☒ Non-Exempt	Ending Date For Temporary	☒ Yes	☐ No
Effective Date				Is this a budgeted position?	

Temp	\$12.40	☒ Hour	\$	☐ Bi-weekly	☐ 40	☒ As needed
Grade/Step			Pay Rate		Hours Per Workweek	

Approvals:

Department:

Date: 01 Nov 2022

Personnel:

11/2/2022

BOCC

Chairman:

Member:

Member:



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Michele Reid, Payroll & Benefits Specialist

MEETING: November 7, 2022

SUBJECT: Sign Riley County Position Action Form(s)

PRESENTER: Michele Reid, Payroll & Benefits Specialist

Enclosures:

- 2022-11 EM Planner (gold).docx (PDF)

RILEY COUNTY POSITION ACTION FORM

Department Emergency Management Date 11/03/2022 Job Title Emergency Management Planner I

☒ Full Time	☐ Regular	☐ Seasonal	☒ Grant Funded	Pay Grade <u>H</u>	Start Date <u>Jan, 3 2023</u>	☒ Non-Exempt
☐ Part Time	☐ As Needed	☐ Intern	☐ Temporary	40 Hours per ☒ Week ☐ Month	End Date _____	☐ Exempt

TYPE OF REQUEST

(Check one box and follow instructions in box – attach new job description if applicable)

Budgeted Position Request		Non-Budgeted Position Request	
☐ Request to hire replacement-same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☐ Request to create a new position which will be included in future annual budgets
☐ Request to hire replacement-new duties	☒ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee: <u>Baldwin Fisher</u>	2. Effective date of promotion, transfer, termination, or change: <u>01/03/2023</u>	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☐ Grant Funded	2. Requested hours per year: <u>2080</u>
3. If requesting a change in budgeted hours, estimated change in cost per year: <u>Total \$67,473.92</u>	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact):	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☐ No
5. Has this position been "On Hold?" ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position: <u>Change from Part Time to Full Time</u>	5. If applicable, what is the ending date for the position?: <u>N/A</u>	6. Any special conditions regarding this position: <u>N/A</u>

1. Why is it necessary to fill this position or change its status? New position

2. Is it possible to fill this position internally? If no, why not? Yes, current incumbent would move to full time if approved.

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills:

Additional comments:

Approval by:

Department Head:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:

Date:

11-3-2022

11-3-2022



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
November 10, 2022**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Discuss Joint City/County/County Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

2. Administrative Work Session

9:20 AM

Training Committee

3. Employee Day results

9:35 AM

Budget and Planning Committee - Darell Edie, Budget and Finance Officer

4. Monthly Cash Flow Reports

9:45 AM

Jason Smith, Manhattan Area Chamber of Commerce

5. Economic development update

10:00 AM

Craig Cox, Deputy County Counselor

6. Public hearing for Lakeside Heights Sewer 3/University Park Water 4 project cost increase

10:15 AM

John Ellermann, Public Works Director/County Engineer

7. Lakeside Heights Sewer 3/University Park Water 4 construction

Attachment: 11-10-22 tentative agenda (11710 : Tentative Agenda)

contract

10:30 AM

John Ellermann, Public Works Director/County Engineer

8. University Park lagoon project request to borrow funds

10:50 AM

Elizabeth Ward, Human Resource Manager

9. Department head performance reviews

Adjournment

Announcement

The Riley County Offices will be closed Friday, November 11, 2022 in observance of the Veterans Day holiday.

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: 11-10-22 tentative agenda (11710 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
November 14, 2022**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

1. Year to date budget and expenditure reports

9:15 AM

Katharine Hensler, Museum Director

2. Staff update

9:30 AM

Press Conference

9:45 AM

Julie Gibbs, Health Department Director

3. Staff update

10:10 AM

John Ellermann, Public Works Director/County Engineer

4. Project update

10:25 AM

Clancy Holeman, Counselor/Director of Administrative Services

5. Administrative Work Session

12:00 PM

County Officials Luncheon

Adjournment

Attachment: 11-14-22 tentative agenda (11710 : 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.

Attachment: 11-14-22 tentative agenda (11710 : Tentative Agenda)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Staff Update

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

STAFF REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: November 7, 2022

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman

Enclosures:

- Project.list.beginning.October.27.2022.through.November.2.2022 (DOC)

PENDING COUNTY PROJECTS ▪ Beginning October 27, 2022 and through November 2, 2022

Submitted by Clancy Holeman, Riley County Counselor

Changes or additions from previous entries or in the items listed are shown in *italics*.

NOTE: The below lists are not intended to be a comprehensive list of all “pending” Commission or projects of other County Departments underway. Instead, the below lists represent an ongoing “snapshot” of the current status of selected pending projects which have either consumed significant staff time or involve county issues of widespread significance. Additional entries show selected project work for individual county departments. The sequence of entries below is not intended to reflect the priority assigned to any work described.

COMMISSION LIST

American Rescue Plan: Discussion with staff about possibly engaging consultant to assist County with federal/state requirements in future use of County’s \$14M allocation of ARPA funds. Similar concept to staff’s use of consultant with prior CARES funding. Unlike CARES funding, a primary focus of ARPA funding is infrastructure. (8-31-21) Discussions with staff and potential consultant. (9-17-21) Attend and participate in KAC webinar on ARPA and potential Health Department fund uses. (9-24-21) Communicate with consultant on agreed terms of service. (9-26-21) Finalize Professional Services Agreement with Consultant; draw Commission Agenda Report and submit for BOCC review and possible approval 9-30-21. (9-28-21) Obtain BOCC approval of Professional Services Agreement. (9-30-21) Staff meets with Consultant for first time regarding ARPA distribution rules. (9-30-21) Draft letter to congressional office (for discussion by BOCC in public meeting on 10-28-21) in support of S 3011—giving more flexibility to counties nationwide in their use of ARPA funds. (10-27-21)

Board of Riley County Commissioners: Attend BOCC regular public meetings 2-21-22; 2-24-22. Attend BOCC public Meeting & Intergovernmental Meeting. (2-28-22) Prepare for BOCC public meeting scheduled for 3-3-22. (3-2-22) Attend BOCC regular public meeting: Present draft agenda for follow up legislative conference scheduled to occur April 7, 2022. Agenda approved by BOCC, following discussion. (3-31-22). Attend regular public meeting. Participate in panel interviews of applicants for position of County Appraiser. (4-4-22) Attend BOCC public meeting. (4-14-22) Prepare for BOCC 4-18-22 meeting. (4-15-22) Attend BOCC public meeting. (4-18-22) Attend BOCC public meetings. (5-2-22; 5-5-22) Legal research on constitutional interpretation issue. (5-6-22; 5-16-22; 5-17-22; 5-18-22) Attend BOCC public meetings. (5-16-22; 5-19-22) Discuss with outside counsel potential assistance on project. (5-20-22) Attend BOCC public meetings. (5-23-22; 5-26-22) Attend BOCC public meeting. (6-2-22; 6-6-22) Draw and submit commission agenda report for formal adoption of existing conduct rules for speakers and photographers/recorders during public meetings. (6-7-22) Attend BOCC public meeting: Presented CAR obtaining approval of ACH jail inmate medical care contract; Presented CAR obtaining approval of resolution adopting rules for public comments and recording during BOCC public meetings. (6-9-22) Attend BOCC public meetings. (6-13-22; 6-16-22; 6-23-22) Present to BOCC the Counselor’s office 2023 budget request. (6-16-22) Analyze legal issues surrounding budget appropriation requests (6-19-22; 6-20-22) Work with Chairman and legislator to schedule zoom discussion on possible state funding for disaster damage—and interaction of that goal with new state statute. (6-18-22; 6-19-22; 6-20-22; 6-21-22) Review applicable statutes and anticipate in immediately foregoing discussion. (6-22-22) Participate in executive session during public meeting. (6-23-22) Legal research question involving township process—provide answer. (6-23-22) Assist with executive session. (6-23-22) Analyze issues for county’s 2023 budget development. (6-25-22; 6-26-22; 6-27-22; 6-28-22) Attend BOCC public meeting. (6-27-22; 6-30-22) Confirm dates for meeting with outside counsel on pending litigation. (7-4-22) Attend BOCC public meetings. (7-7-22; 7-11-22) Attend BOCC public meetings. (7-14-22; 7-18-22) Contact attorney for landowner. (7-18-22) Work on court appointments issue. (7-20-22) Attend BOCC public meetings. (7-21-22; 7-25-22) Obtain approval for BOCC legislative requests. Transmit approved legislative requests to KAC. (7-21-22) Additional work on court case appointments issue. (7-21-22; 7-23-22) Work on pending litigation. (7-23-22) Attend BOCC public meetings. (7-28-22; 8-1-22) Initial meeting of CPE staff working group on CPE building security. (8-3-22) Consult with Craig on tax foreclosure issue. (8-5-22) Draw letters of support for TVT and WTC applications for state/federal funding. (8-11-22) Zoom with staff working group on CPE security issues. (8-19-22) Participate in Executive Session appeal of disciplinary action. (8-22-22) Attend BOCC public meetings: (8-18-22; 8-22-22; 8-26-22) Attend KAC legislative policy committee meeting. (8-31-22) Attend BOCC public meetings (9-1-22; 9-5-22; 9-8-22; 9-12-22) Work on contract issue. (9-13-22; 9-14-22) Attend BOCC public meetings. (9-16-22; 9-20-22) Work on contract issue (9-15-22; 9-16-22; 9-19-22; 9-20-22; 9-21-22) Assist with January 1, 2023 .20% countywide retailers’ sales tax approved by voters November, 2021. (9-19-22) Work on fence view request. (9-14-22; 9-20-22) Work on multiple separate

Attachment: Project list beginning October 27 2022 through November 2, 2022 (12967 : Clancy's Commission List)

contract issues: (9-15-22; 9-16-22;9-19-22;9-20-22;9-21-22) Work on personnel matter for executive session. (10-13-22) Work on resolution of support for riverbank development by private group. (10-13-22) Attend BOCC meetings . (10-21-22; 10-24-22) Work on personnel matter for upcoming executive session. (10-24-22;10-25-22; 10-26-22) Attend BOCC meetings. (10-27-22; 10-31-22) Amend and upload resolution of support for Riverfront MHK. (10-27-22)/ Work with title company to finalize assembly of seller documents for closing on Leonardville site for ambulance station. (10-28-22) Work staff of Clerk's office to obtain potential dates for upcoming executive sessions. (10-27-22) Prepare for oral arguments in Lyon County District Court scheduled for 11-10-22; appeal regarding First Christian Church historical designation by state. (10-31-22;11-1-22;11-2-22) Attend District Court Case Management conference in Riley Count District Court on pending appeal of County's approval of update to Prairiewood's preliminary and final plans. (11-1-22)

Budget and Planning Committee: Attend meeting: 8-23-22; Prepare for meeting scheduled on 8-6-22. (8-2-22) Attend committee meetings. (9-13-22) Attend meeting. (10-25-22)

“Constitutional Protection of County Home Rule”: Accepted KAC invitation to present to County Commissioners Association, KAC affiliate member, information on Home Rule, during final day of KAC annual meeting in O.P., October 20th. Accepted KAC invitation to work with KAC Executive Director on recording of KAC podcast on “Constitutional Protection of County Home Rule”; recording scheduled for September 10, 2021. Podcast recorded with KAC 9-10-21. Work on presentation to County Commissioners scheduled for 10-20-21 (10-15-21; 10-16-21; 10-17-21; 10-19-21) Convene presentation by Mike Heim on constitutional protection of county home rule during KAC annual meeting. (10-20-21) Presentation on constitutional protection of county home rule to County Commissioners Association of Kansas, during KAC annual meeting. (10-20-21)

County Counselors Association of Kansas: Assist with organization of the semi-annual CLE our statewide professional association will present to its members during the October 19, 2021, KAC annual meeting. Discuss with scheduled CLE presenter local experience on specific state statute related to soil investigation. (9-28-21) Assist with presentation of CLE to County Counselor's Association of Kansas during KAC annual meeting. Accept award as outgoing CCAK president (effective 1-1-22). Accept “Ed Randels” award for service to CCAK. (10-19-21) Work on scheduling next Board meeting of CCAK—set for Wednesday, 11-10-21)

County Jail Inmate Medical Care: Discussions have begun at the staff level, with the assistance of this department, regarding putting a renewal contract in place for this service. As this Board is aware, all medical expenses incurred by prisoners while in custody at the Riley County Law Enforcement Center's jail are the sole responsibility of Riley County—and not of the City of Manhattan or State of Kansas. Staff discussion scheduled for 8-27-21. Staff discussion rescheduled for 9-22-21. Staff discussion held—research history—recommendation accepted by staff. (9-22-21) Review state of current arrangement. (9-22-21) Send proposed inmate medical care contract to vendor. (5-28-22) Review and approve as to form final contract. Communicate with vendor; communicate with working group; notify working group of proposed presentation for agenda. (6-3-22); Schedule presentation of contract for signature during 6-9-22 BOCC public meeting. (6-5-22) Draw and submit CAR for final contract, to be presented to BOCC during June 9, 2022, public meeting. (6-7-22) Provide signed final contract to CEO of vendor, RCPD, County Clerk's office and working group members. (6-12-22)

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

“Dark Store”: Oral argument (1/2 day) scheduled to take place before BOTA August 26, 2021. Discuss with BOTA staff, and relay to City Commissioner Linda Morse info she requested during 8-23-21 Intergovernmental Luncheon about BOTA 8-26-21 hearing time and whether hearing is open to public (8-23-21). Oral argument before BOTA conducted by counsel for both parties (8-26-21). Accept KAC invitation to be part of two-person panel

discussion of “Dark Store,” to be held during KAC annual meeting, October 18-21, Overland Park; will take place in opening breakout session—first morning of the annual meeting. Call Kim Qualls, KAC Education & Communications Director, about breakout session. Accepted KAC invitation to work with KAC Executive Director on recording of KAC podcast on “Dark Store”; recording scheduled for September 17, 2021. Reschedule “Dark Store” podcast recording for 10-1-21. (9-24-21) Work with County Appraiser Greg McHenry to prepare for KAC podcast this Friday (10-1-21) and KAC Panel Discussion during annual meeting to be held 10-18-21. (9-28-21) Continue preparation for KAC annual meeting and panel discussion of “Dark Store.” (Week of 9-29-21) Work with KAC recording podcast on “Dark Store”. (10-1-21) Discuss KAC annual meeting (10-18-21) presentation with co-panelist Douglas County Appraiser, and Greg McHenry. (10-4-21) Further discussion with Greg McHenry on Dark Store issues for KAC annual meeting panel presentation. (10-6-21) Final discussion with Greg McHenry on Dark Store issues for KAC annual meeting presentation. (10-7-21) Work with Greg on same subject. (10-10-21) Work with Greg on same subject (10-15-21) Participate in panel discussion on “Dark Store” at KAC annual meeting. (10-18-21) Receive notice from counsel BOTA has denied Riley County’s Petition for Reconsideration in Home Depot appeal. (11-18-21) Work with Appraiser on possible public statement on Johnson County “Wal Mart” Supreme Court decision on Dark Store—its potential impact on Riley County “Dark Store” BOTA cases. (7-15-22) Communicate with PIO on immediately preceding matter. (7-17-22)

Department Head Committee: Attend meeting regarding possible “Code of Conduct” required for state grant supporting businesses. (9-29-21) Obtain BOCC approval of “Code of Conduct.” Participate in 1 ½ hour DHC meeting. (4-20-22) Participate in 50-minute DHC meeting. (5-4-22) Attend DH Committee meeting. (6-1-22) Attend DH Committee meeting. (6-15-22)

District Court: Voicemail from Wareham manager on use of facility for jury trials. (8-8-22) Message left with Judge Bannister regarding foregoing matter. Provide cell number to court. (8-12-22) Phone call with owner regarding District Court fee for using Wareham between now and November 1, 2022. (8-31-22)

Federal Rules on Vaccination Mandate: Research applicability/non-applicability of CMS and OSHA vaccination mandates to be published this week. (11-4-21; 11-5-21) Discuss issues with BOCC during administrative time at public meeting. (11-8-21). Research legal issues. (11-10-21) Staff discussion of foregoing issues. (11-10-21) Legal research, attend webinars and discuss with staff possible employee vaccination policy if required by foregoing federal rules. (11-8; 11-12; 11-15; 11-16; 11-17; 11-18) Presented proposed draft vaccination policy to BOCC during public meeting November 22, 2021. BOCC decision is to not adopt. (11-22-21).

First Christian Church: Now this property is “listed” as a “historic site,” there are state law restrictions applicable whenever a “project” is undertaken involving potential repair, damage or destruction of the site or its structure. Asbestos removal is likely the next “project.” I will provide any necessary notice of that “project” to the State Preservation Officer. I presented a CAR to the Board 8/12/21 and discussed with the BOCC the primary controlling statute. Legal research 8-24-2021. BOCC decides during open meeting to cancel pending contract offer to remove asbestos from Church for approximately \$18,000. Majority of BOCC states premature to remove asbestos before later decision by BOCC what is planned for Church now it’s “listed.” Gary Rosewicz, Assistant County Engineer, will notify the company offering to remove asbestos of this cancellation. (8-30-21) Confirmed with Gary Rosewicz, he notified company. (9-1-21). I filed petition for judicial review, in Riley County District Court, of state Historic Sites Board of Review designation of the First Christian Church as a historic site. (9-3-21). Contacting attorney for Historic Sites Board of Review. (9-19-21) Discussion with attorney for Historic Sites Board of Review. (9-23-21) Conduct legal research related to pending issues. (9-24-21) Received entry of appearance from Topeka law firm representing defendants. (9-24-21) Received District Court Clerk’s extension of time to file answer to County’s petition for judicial review, at Defendants’ request. Granted as a matter of right by state statute. Deadline for Defendants to answer is extended to October 12, 2021. Legal research. (9-24-21) Advise Public Works on question regarding asbestos removal. (9-26-21) Agree to Defendant’s attorney’s request for additional time to submit record of hearing to Court. (Week of 9-29-2021) Case management order filed. County’s brief in support of appeal due March 31, 2022. Riley County District Court Judges recuse themselves from case and transfer to Lyon County District Court. (1-25-22) Work with Clerk of the Riley County District Court and Lyon County District Court to process my unopposed motion for extension of time to file County’s initial brief. Motion granted and new deadline to file County’s initial brief is April 29, 2022. (3-18-22;3-21-22;3-25-22;3-28-22;3-29-22) Legal research for County’s appeal brief due in district court April 29, 2022. (4-15-22;4-18-22; 4-19-22) Legal research and prepare county brief on appeal. (4-20-22; 4-21-22;4-22-22; 4-25-22;4-26-22-4-27-22;4-28-22-4-29-22) File County brief electronically with District Court. (4-29-22) Contact opposing counsel on pending appeal. (5-31-22) Work on aspect of pending appeal. (6-5-22) Contacted by opposing counsel for continuance of Respondents’ deadline to file

their responsive brief—I do not oppose. (6-15-22) Respondents’ unopposed motion for continuance of their deadline to file brief until August 1, 2022, filed with Court. (6-16-22) Work with District Court Judge’s staff on scheduling of status conference. (7-14-22) Schedule status conference at request of District Court judge—will occur July 19, 2022. (7-15-22) Participate in status conference with opposing counsel and District Court Judge assigned this Riley County’s Appeal. Opposing counsel believes her responsive brief will be provided by August 1, 2022. At that time, Court will review Riley County’s Petition and opposing counsel’s response. Then Court will schedule zoom oral schedule oral arguments. In the meantime, I will provide Court by mail a thumb drive “Attachment H,” which is a video of the hearing by the Historic Sites Board of Review listing the property as historic. I cite that “Attachment H” throughout my brief in support of the county’s petition. (7-19-22) Respondent’s brief filed in District Court. (8-1-22) Prepare to possibly file Reply brief by review of video of hearing before HSB. (8-5-22) Mail Court portion of record on appeal. (8-12-22) Legal research for reply brief. (8-14-22;8-15-22;8-16-22;8-17-22) Legal research for reply brief. (8-18-22;8-19-22; 8-20-22;8-21-22;8-22-22) File reply brief with District Court. (8-22-22) Work with opposing counsel and Court to schedule oral arguments by counsel. (8-30-22; 8-31-22)

Human Resources: Finalize contract with East Coast Risk Management and place on 10-4-21 agenda for BOCC review and approval. Company will consolidate current Personnel Policies and Guidelines with separate resolutions amending those policies over the past years. (10-1-21) Contract with East Coast Risk Management approved by BOCC. (10-4-21) Assist HR with personnel issues involving different departments. (11-22; 11-23) Advise on applicant issue. (4-3-22) Zoom meeting with county staff and potential vendor on software project. (4-19-22) Work on software project. (4-20-22) Assist with project. (5-20-22) Request Helpdesk schedule zoom meeting on pending HR issue for 6-8-22. (6-5-22) Participate in immediately prior zoom discussion. (6-8-22) Zoom discussion with HR on different matter. (6-9-22) Discussion with HR. (6-15-22) Zoom Discussion with HR and Department Head. (6-17-22)

Indigent Defense Panel: Discuss at staff level potential 2022 contract. (9-21-21) Separate issue: Discuss with county and District Court staff coding of interpreter expense. (9-21-21) Panel member contracts for 2022 were created and emailed to current members. (11-3-21) Notice to Riley County Bar Association of at least one panel vacancy effective January 1, 2022. (11-4-21) Proposed 2022 contracts have been provided to all current panel members. None returned as of 11-23-21. No panel contracts are in place for calendar year 2022. Discuss draft request for proposal with Chairman. (2-22-22)

Intergovernmental Luncheon Meeting: Attend and discuss two pending legislative items with attendees: “Dark Store” and Request to resume LAVTR payments to counties statewide. Forward to Ron Fehr, at his invitation, electronic copies of the KAC “Legislative Request Forms” which Riley County has submitted to the KAC Legislative Policy Committee. Ron will have City staff forward to attendees at today’s meeting. (7-25-22)

KAC Annual Meeting (October 19, 2021): Accepted invitation to participate on panel discussion before the general KAC membership regarding “Dark Store” and Riley County’s experience on the issue. Prepare for panel discussion. (9-29-21) Review and work on presentation of power point for presentation scheduled for 10-18-21. (10-16-21; 10-17-21) Participated in panel discussion during KAC annual meeting. (10-18-21)

KAC Annual Meeting (October 17, 2022): Request registration for 2022 annual meeting. (6-3-22)

Legislation: Work on HCR 5022; prepare for legislative hearing scheduled for 1-20-22. (1-16-22; 1-17-22; 1-18-22). Prepare CAR for BOCC meeting 1-20-22. (1-18-22) Legal research regarding law board. (1-18-21) Testify before House Federal and State Affairs Committee on HCR 5022. (1-20-22) Evaluate possible ROW legislation. (1-21-22) Evaluate different possible legislation affecting two county departments. (1-21-22) Present BOCC work session on SB 325 regarding solar and wind energy facilities only on parcels zoned for industrial uses. (1-27-22) Submit neutral written testimony to House Agriculture Secretary on HB 2531 for hearing scheduled for February 9, 2022. (February 8, 2022) Contract lobbyist advises hearing has been continued to Monday, 2-14-22. (February 9, 2022) Review, analyze and discuss SB 119 pending in House; with member of legislative delegation; contract lobbyist; Riley County Appraiser. (2-7-22; 2-8-22; 2-9-22; 2-10-22). Watch portion of House floor debate on HCR 5022. Discussion with contract lobbyist. (2-22-22) Discuss with contract lobbyist potential in-session annual legislative conference update. (2-25-22) Discuss with member of delegation SB 119 as it stands in House. (2-25-22) Determine if members of delegation are available for follow up zoom legislative conference April 4 or April 7, 2022. (2-28-22) Review SB 538 at request of contract lobbyist. (3-2-22) Schedule follow up zoom only legislative conference for April 7, 2022. (3-2-22) CAR and agenda for April 7, 2022, follow up legislative conference provided delegation. (3-31-22) Review KAC legislative update. (4-5-22) Prepare for April 7, 2022, follow up legislative

conference. Assist with presentation to BOCC of follow up legislative conference—1 delegation member present in BOCC chambers and 2 delegation members present by zoom. (4-7-22) Work with Treasurer on legislative issue. (5-10-22; 5-11-22; 5-12-22) Present during public meeting CAR on letter of support for motor vehicle registration and title bill available for action when legislature returns May 23-2022. (5-16-22) Email support letter to individual members of Senate Leadership. (5-18-22) Communicate with delegation member. (7-4-22) Prepare legislative requests for upcoming KAC legislative policy committee meetings. (7-18-22; 7-19-22) Schedule potential appearances before KAC legislative policy committee for 2023 legislative session requests. (7-23-22) Present 4 county legislative requests to the KAC legislative policy committee, via zoom. (7-27-22) *Work on dates for Annual Legislative Conference—invitation emailed delegation asking their preference between Monday, December 5th and Thursday, December 8th, noon to 2 pm—lunch provided.* (10-26-22)

Leonardville North County EMS Station: Work on proposed project. (7-24-22) Call and leave message for City of Leonardville's attorney. (9-14-22) Assist EMS with project. (9-19-22)

National Opioid Litigation Settlement: Successfully register on behalf of Riley County at national website. Will ensure we receive settlement documents when they are available, for review and possible signature. (11-24-21) All appropriate documents were signed and filed with Kansas Attorney General and National Settlement Administrator; and courtesy copies provided KAC before the January 1, 2022, deadline. Kansas Attorney General requires multiple counties (including Riley County) to alter their participation resolution by adding averment of at least \$500 in costs incurred due to the national opioid epidemic. (1-21-22) Revise resolution and prepare CAR for BOCC meeting of 1-31, 2022. (1-27-22) Present CAR and obtain BOCC approval of revised national opioid settlement participation resolution. (1-31-22); Provide revised pdf of signed resolution to A.G. and KAC. (2-7-22) Confirm with A.G.'s office revised pdf filed was acceptable. Advised by Assistant A.G. in next couple of months information should be available on grant program for applications for funds from counties across the state. (2-22-22) Discuss with County Treasurer Shilo Heger receipt of settlement payment check. (7-8-22)

Nextgen 911: Meeting as member of Nextgen 911 staff committee to review potential upcoming renumbering/renaming projects. (9-21-21) Communicate with fellow members of staff committee on pending project. (9-23-21) Communicate with fellow members of staff committee on different pending project. (9-24-21) Attend initial committee meeting on potential private road issue. (7-13-22)

NG-911 Committee (Road naming) Participate in discussion of proposed road name. (5-10-22)

Proposed Construction of EMS/EM/RCFD Emergency Services Headquarters: Analyze legal issue. Advise staff working group. (3-31-22)

Riley County Annual Legislative Conference: Confirm with BOCC during public meeting 9-9-21 following available dates for annual meeting with county's legislative delegation: November 1, 4 and 18, 2021. (Date of 11-18 removed because it conflicts with county official's luncheon; Date of 11-15 removed because it conflicts with Law Board meeting.) Legislative Conference has been scheduled for Thursday, November 4, 2021. (9-17-21) All delegation members were notified of the date and time of the legislative conference. Work on agenda for legislative conference. (10-14-21; 10-15-21) Present draft agenda for legislative conference to BOCC and obtain approval of final draft. (10-21-21) Work with staff on discussion of revised spreadsheet for use as attachment to conference agenda. (10-27-21) Cancel November 4, 2021, legislative conference and reschedule to December 2, 2021, following individual discussions with BOCC members, members of legislative delegation and county officials participating in presentation. (11-3-21; 11-4-21)

Riley County Employee Day: Intermittent work on employee day: Discussions with potential lunch ½ hour vendors; discussion with planning committee, with keynote speaker and Elizabeth Ward, H.R. Manager. (9-16-21; 9-17-21) Contact moderator for morning virtual sessions offering potential meeting for Monday, September 27, 2021, with Elizabeth Ward and this office to answer any Employee Day questions. (9-24-21) Meet with prospective food truck vendor at Riley County Health Department. (9-27-21) (Agreements signed with 2 vendors—arrange to meet final vendor Saturday morning for signature of contract.) (10-1-21) Agreement signed Saturday, October 2, 2021, with final of the 3 vendors. Pick up tickets from 2 vendors representing meals served to employees during Employee Day (10-12-21; Third vendor hand-delivers tickets to this office (10-13-21); conduct final ticket count; submit information on ticket count with payment due vendors to Budget and Finance Officer and email each vendor same information. (10-15-21) Review with HR and Training Committee on outcomes from Employee Day. (10-25-

21) Participate in proposed scheduling of initial staff planning committee meeting for 2022 Riley County Employee Day. (6-3-22) Tour with members of staff committee proposed venue for event. (9-14-22)

Rural Economic Development Advisory Board: Discuss with staff. (9-21-21) Staff discussion scheduled for 10-1-21. Circulate among staff working group draft of REDAB resolution—to include changes to resolution proposed by BOCC. (11-24-21) Revise original resolution to correct term limitations. 1-21-22. BOCC approves revised resolution. (1-27-22)

Staff Budget and Planning Committee: Attend committee meeting. (1-18-22) Attend meeting. (5-24-22) Attend committee meeting. (6-7-22) Participate in online meeting between staff and ARPA consultant. (7-12-22) Participate in committee meeting to review proposed county budget. (7-12-22) Participate in committee meeting. (9-13-22)

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

DEPARTMENTAL LIST

Administrative Matters: Review 2022 and 2023 departmental budget information provided by Budget and Finance Officer. (5-25-22;5-26-22) Request to IT to provide additional computer camera for Deputy's continued participation in zoom or team apps. (5-27-22)

Riley County Appraiser's Office: Voicemail to Department head requesting call back on signed appointing resolution. (5-26-22) Forward to Department head copy of signed resolution appointing her. (5-27-22) Deputy County Counselor Craig Cox and I have initial meeting with Department Head. (5-31-22) Work to schedule discussion of Johnson County "Walmart" opinion between Department Head and Mike Montoya (BOTA) counsel. (7-10-22) Schedule zoom for 7-14-22 with Anna Burson, Steve Schurle, Mike Montoya. (7-12-22) Attend zoom with Anna Burson, Steve Schurle, Mike Montoya. (7-13-22) Assist with proposed public statement on property tax matter. (7-14-22) Assist with proposed KORA statement on damage estimates. (7-14-22;7-15-22) Review and approve as to form Appraiser's Office web agreement with customer. (7-20-22) Answer Dept. Head inquiry on exemption process. (8-5-22) Conversation with Department Head on issue. (8-23-22). Work with Department head on legal issue. (9-14-22)

Riley County Attorney: Assist with contract issue. (4-26-22;4-27-22; 4-28-22; 5-2-22; 5-3-22; 5-4-22;5-5-22) Assist with contract issue (5-6-22; 5-9-22) Assist with contract issue. (5-23-22) Discussion with counsel for vendor. (5-23-22) Assist with contract issue. (5-24-22; 5-31-22) Discuss with working group members potential agreed termination of contract. (6-3-22) Assist with contract issue. (6-7-22; 6-8-22) Discussion with County Attorney on contract issue. (6-12-22) Assist with contract issue. (6-14-22; 6-15-22) Complete contract issue. (6-15-22) Draft cover letter for final payment terminating contract for convenience—check to be available 6-17-22. (6-16-22) Mail cover letter, with final payment, terminating contract for convenience. (6-17-22) Advised by County Attorney staff invoice has been received for additional maintenance; I advise no payment should be made and I'll confirm with vendor contract is terminated and no additional payment is due—then will inform County Attorney; Communicate this fact to vendor's lawyer and request confirmation no further payment is due. (6-24-22) Confirmation this matter is now resolved to satisfaction of Riley County. (7-4-22)

Riley County Clerk: Advise on .02 countywide retailers' sales tax election project (8-24-21). Legal research on project involving sign. (9-20-21) On same issue discussion with Planning and Development staff. (9-21-21) Work with county staff and PIO on separate project involving potential vendor of software. Contact potential vendor. (9-20-21) Review documents for BOCC signature on totaled Noxious Weed Vehicle. Scheduled for presentation to BOCC during 2-24-22 meeting. (2-22-22) Vehicle documents signed by BOCC during public meeting. (2-24-22) Zoom discussion with Clerk and Budget and Finance Officer to obtain their input on several unrelated matters involving 2023 county budget. (6-13-22) Review information forwarded on electioneering monitoring project of ACLU. (7-13-22) Assist staff with licensing issue and 2022 legislative amendments. (8-22-22; 8-23-22; 8-24-22;8-25-22; 8-26-22) Assist on KORA issues. (8-25-22;8-26-22;8-28-22;8-29-22;8-30-22) Participate in zoom with Clerk and staff on KORA issues. (8-31-22) Work on KORA issues. (9-1-22; 9-2-22;9-5-22;9-6-22;9-7-22)(9-8-22;9-9-22

Advise staff on abandoned vehicle in RCOB lot. (9-9-22) Assist with KORA issue. (9-16-22) Assist with KORA issue. (10-14-22; 10-18-22)

Riley County Community Corrections: Discuss with Director Shelly Williams potential contract with Clay County Sheriff's Office for testing of Community Corrections' clients. (10-26-21) Work with Director Shelly Williams on Drug Court structure. (2-24-22) Review RCCC "FY 2023 Adult Comprehensive Plan Grant Signatory Approval Form. (4-19-22) Review RCCC "FY 2023 Juvenile Comprehensive Plan Grant Signatory Approval Form". Work with Department Head on "Drug Court" project. (5-6-22) Work with Director by zoom on Drug Court project. (5-25-22) Communication with Department Head on Drug Court project. (5-26-22) (Schedule with IT zoom discussion with Director and staff on Drug Court project for 6-8-22. (6-5-22) Zoom discussion with Director on Drug Court project. (6-8-22) Discuss with Dept. Head scheduling zoom on Drug Court possible documents. Schedule zoom for 7-20-22. (7-18-22) Communicate with Department head and reschedule zoom at her request. (7-19-22) Zoom discussion with Department Head on possible drug court documents. (7-22-22)

Riley County Emergency Management: Provide legal advice on 1 project. Advise on open record issue. (1-18-22) Prepare Local Emergency Declaration; obtain approval of Declaration from Department Head; Obtain BOCC Chairman's signature; email final signed declaration to BOCC and PIO. (6-12-22) Meet with Department Head to discuss development of request for proposal documents. (7-8-22) Respond to question from Department Head on previous meeting. (7-10-22) _Work on countywide radio system question. (7-22-22) Zoom with Department Head and Department Head of Public Works and PW supervisor on road maintenance issue. Communicate with landowner following zoom. (7- 28-22) Advise EM and HR on discovery matter in pending litigation involving third party defendant (not Riley County). Communicate with outside law firm about their request. Draft Response to their subpoena. (8-2-22) Advise EM Director on road access issue raised by Evergy. Contact landowner. Relay to EM Director: landowner grants access conditional permission for Evergy to EM Director (gate must be closed by Evergy upon entering and leaving site. (Cattle on site.) (8-2-22) Work on radio tower access site and possible existing easement across adjoining property line. Assisted by Craig and Vaughn Colbert. (8-3-22) Respond to opportunity to tour CPE with RCPD on CPE security issues. (8-5-22) Advise EM and RCPW finished reviewing easement issue and advise on contacting landowners. (8-5-22) Tour CPE building with RCPD to review possible building security issues. (8-8-22)

Riley County Emergency Medical Services: Will provide legal advice. (8-20-21) Conversation with Ambulance Service management, staff working group and Human Resources Manager regarding internal policy matter on education/training benefit. (2-23-22) Discuss legal issue with Department Head. (6-8-22) Assist staff working group with ambulance project. (6-24-22) Assist with plan to purchase lot and place Ambulance Station in Leonardville. (8-28-22)

Riley County Extension: Discuss matter with Extension Director. (5-26-22) Assist Director with Kaw Valley Rodeo planning for Riley County Fair. (6-13-22; 6-15-22) Prepare updated document. (6-16-22) Touch base with Director on status of document; discuss unique statutory framework for BOCC consideration of Extension's upcoming 2023 budget request. (6-24-22) Confirm certificate of insurance satisfactory for KAW Valley Rodeo. Notify all interested parties. (7-18-22)

Riley County Fire District No. 1: Work with Budget and Finance Officer on District budget approval. (8-23-21) Receive request for volunteer training dates. (6-24-22) Communicate with RCFD leadership regarding schedule of calendar dates for HR and Legal training of RCFD volunteers in February 2023. (7-19-20; 7-20-22)

Riley County GIS: Zoom discussion with county staff about intellectual property issue. (6-23-22) Advise GIS staff on question raised. (6-24-22) Letter to Verisk, company raising intellectual property issue. (6-24-22) Respond to GIS on question about Leonardville annexation. Additional info from GIS. (7-18-22) Call Verisk to follow up to intellectual property contact from us to the company on June 24, 2022. (7-18-22) (Left message with City Attorney for Leonardville—status of 2022 annexation by Leonardville. Email provided Leonardville with copy of ordinance and its published notice. (7-19-22) Notice received from City Attorney they will provide statute-required copies of annexation ordinance to County Clerk; Register of Deeds—solving issue for GIS. Notify staff of departments involved. (7-19-22)

Riley County Health Department: Provide legal advice on projects. Zoom meeting with Julie Gibbs and Debbie Nuss regarding request from Flint Hills Wellness Coalition to place walk-in cooler/freezer on grounds of Family and Child Resource Center. Draw and submit Commission Agenda Report reflecting request—scheduled for 9-30-21

BOCC meeting. (9-28-21) Obtain BOCC approval of Flint Hills Wellness Coalition agreement in principle, presented at 9-30-21 public meeting, for future license agreement and pouring of concrete as base for outdoor “walk-in cooler/freezer at RCHD’s Family and Child Resource Center. (9-30-21) Finalize and place on BOCC agenda for 10-14-21 license agreement with FHWC. (10-5-21) Present to and obtain approval from BOCC license agreement with FHWC. (10-14-21) Discuss concept of assistance from Envisage Consulting, Inc., for Community Health Improvement Plan. (10-21-21) Review vaccination matter. (10-27-21) Work on location of site for COVID testing by KDHE. (1-12-22; 1-13-22) Advise RCHD staff on licensed day care issue. (1-14-22). Work on licensed child care inspection issue. (1-21-22; 1-23-22; 1-25-22) Work on lease for KDHE COVID testing. (1-25; 1-26) RCHD presents completed lease to BOCC and obtains approval. (1-27-22) Advise RCHD on legal matter involving department vehicle. (3-25-22) Advise Director on medical record issue. (4-5-22) Review planned “no smoking” signage for county parks (and existing resolution authorizing this) and communicate with proponent and RCHD regarding process for its approval by BOCC. (6-3-22) Assist Department Head with question on legal issue. (6-7-22) Schedule zoom conversation for this p.m. on issue. (6-15-22) Respond to question from Department Head. (6-24-22) Assist with legal matter. (7-4-22) Review matter at request of Department Head. (7-5-22) Assist RCHD staff with legal matter. (7-6-22) Provide copy of formation document creating Food and Fam Council, at request of Assistant Sedgwick County Counselor. (7-13-22) Work with Department Head and RCHD on employment issue. (8-1-22) Provide comments to county staff working group on proposed alterations to county policy guidance. (8-1-22; 8-2-22) Advise Department head after reviewing proposed grant agreement. (8-5-22) Assist staff with KSU internship process. (9-2-22)

Riley County Historical Museum: Provide legal advice. Prepare for BOCC candidate interview Director/Curator position. (11-7-21) Discuss with staff potential use of museum as part of background in tv series production. (5-27-22) Further analysis of immediately preceding production. (6-24-22) Discuss preceding issue with Department Head. (6-25-22) Discuss preceding issue with Department Head. (7-13-22)

Riley County Human Resources: Provide requested legal advice on multiple issues related to pandemic; zoom meeting on federal contract requirement. Work on separate project involving proposed vendor and personnel policies. (9-22-21). Review legal parameters of “long-COVID” disability as viewed by the Equal Opportunity Commission; information provided by H.R. (9-24-21) Discuss potential personnel policy change with staff working group. Scheduled for presentation to BOCC during 2-24-22 public meeting. (2-18-22; 2-22-22) Discuss potential personnel manual change with staff working group. (2-22-22) Conversation with Human Resource Manager about accommodation request. (2-23-22) Conversation with Human Resource Manager about personnel policy issue. (2-23-22) Such personnel policy presented to BOCC during public meeting 2-24-22. Discuss background check issue with Human Resource Manager. Participate in discussion with H.R. and employee. (3-1-22) Participate in staff working group on personnel policy issue. (3-1-22) Assist with interview. (3-28-22) Participate in staff working group on personnel policy issue. (3-29-22) Assist with interview. (3-30-22) Prepare for panel interviews of applicants for Department Head position. (3-29-22; 3-30-22) Prepare for panel interviews for Department Head position. (4-1-22) Participate in panel interviews for Department Head position. (4-4-22) (4-7-22) Participate in panel interview for vacant Department Head position. (4-14-22) Review proposed Contract for unrelated internal system matter. (4-14-22) Participate in staff working group on project. (4-19-22) Participate in staff working group on project. (6-1-22) Assist with contract issue. (6-1-22) Assist with contract issue. (6-2-22) Assist with contract issue. (6-10-22; 6-13-22) Advise on release of information requested. (6-14-22) Work on pending employment issue. (6-14-22) Assist with contract issue. (6-15-22) Assist HR and Department with employment issue. (6-16-22; 6-17-22) Assist HR with employment issue. (7-1-22) Review matter at request of HR. (7-5-22) Review matter at request of Department Head. 7-5-22) Assist HR on separate matter. (7-6-22) Participate in staff working group on development of employee training/recognition day. (7-12-22) Assist with employment issue. (7-15-22) Discuss with HR employment law issue. (7-20-22) Assist HR and other department with employment law issue. (7-21-22) Assist HR Manager with pending employment law litigation issue. (7-23-22) Work on separate employment issue. (7-25-22) Work with HR Manager on building security issue and begin scheduling staff meeting within CPE. (7-26-22) Communicate with staff of CPE and begin rescheduling staff meeting on building security issue. (7-27-22) Work with HR and Department head on legal issue. (7-27-22) Provide comments to county staff working group on proposed alterations to county policy guidance. (8-1-22; 8-2-22) Work with Department Head and RCHD on employment issue. (8-1-22) Advise HR and EM on discovery matter in pending litigation involving third party plaintiff (not Riley County). Communicate with outside law firm about their request. (8-2-22) Review organizational chart for department. (8-5-22) Participate in staff discussion regarding possible location for employee training day in October. (8-12-22) Participate in scheduling of staff working group discussion on existing personnel guidance. (8-12-22) Two Zooms with staff on pending Disciplinary Action Review. (8-19-22) Conversation with two department heads and HR on employment issue. (8-23-22) Late join of scheduled zoom by

staff planning employee recognition/training day. (8-23-22) Work with HR and Department Head on employment law issue. (9-14-22) Work on employment law issue. (9-20-22) Assist with employment law issue. (10-18-22) Attend meeting of planning committee for discussion about completed event for 2022. (10-25-22)

Riley County Information Technology/GIS: Request for estimate (submitted to this office 8-20-21). Discuss technology issue with I.T. interim director. (10-21-21) Prepare for BOCC candidate interview IT/GIS Director. Review potential claim for Zoom subscribers in settled class action—not eligible as government subscriber. (3-1-22) Assist GIS with scheduling discussion on legal issue. (6-15-22) Reschedule immediately preceding discussion to 6-23-22. (6-20-22)

Riley County Planning & Development: Provide legal advice on 2 projects. Advise P & D Director on development of “Code of Conduct” necessary for grant close-out. (9-29-21) Discuss with P & D and H.R. departments “Code of Conduct” Commission Agenda Report to be presented by P & D 10-7-21. (10-4-21; 10-5-21) Discuss separate regulatory issue with P& D. (10-5-21) Advise department on development of contract. (1-14-22). Advise P& D staff on licensed day care issue. (1-14-22). Work on sanitary system inspection issue. (1-21-22; 1-23-22; 1-25-22) Complete contract between Gov.Built and County; submit to P & D; sign off on presentation of contract documents to BOCC for 2-14-22 public meeting. (2-9-22;2-10-22) Discuss with P & D Director proposed separate contract for online payment of fees; and county proposed requirements for any such contract. (2-18-22;2-22-22) Conversation with Deputy County Counselor about private wastewater system issue. (2-22-22; 2-23-22) Work on private wastewater system issue. (4-1-22; 4-3-22) Represent Planning and Development in support of variance application at evening hearing before hearing officer. (4-4-22) Prepare for RC P&D’s scheduled 4-21-22 presentation to BOCC. (4-19-22) Assist P & D with pending matter. (5-12-22) Assist P & D with temporary hire. (5-16-22; 5-17-22) Advise on pending matter. (5-19-22; 5-20-22) Discuss with Department Head pending matter. (5-20-22) Discuss with Department head pending matter. (5-23-22). Discuss with staff working group, by evening zoom, pending matter. (5-24-22) Advise Department Head on pending matter. (5-26-22) Discussion with Department Head on pending matter. (5-27-22) Provide Department Head approval of INK contract. (5-28-22) Discussion with Department head and staff on pending matter. (5-31-22;6-1-22) Assist with orderly public meeting on pending application for approval of preliminary and final development plan. (6-2-22) Assist P & D staff with question proposed on pending matter. (6-6-22) Review and approve “as to form” Planning and Development’s minute track resolution adopting Food and Farm Council “Master Plan”. Scheduled for P & D presentation to BOCC during June 9, 2022, public meeting. (6-7-22) Assist Department in arranging zoom conversation with staff and GIS. (6-15-22) Reply to attorney for recent applicant. (6-27-22) Analyze ongoing project issue. (7-1-22; 7-4-22) Review scheduled CAR. (7-6-22) Work with Department Head on possible request to landowner involving existing benefit district. (7-12-22) Schedule zoom at Department Head’s request for 7-22-22. (7-19-22) Confirm date/time for immediately preceding zoom. (7-20-22) Meet with Department Head on regulatory issue. Request record search by P& D staff. Record search by this Department’s staff completed. (7-20-22) Zoom with Dept head and Craig, discussion of possible contract issue. Work on contract issue. (7-22-22; 7-23-22) Discuss possible contract issue with Department Head and Craig. (7-27-22) Sign approval of 2 plats previously approved by BOCC and other county officials. (8-2-22) Work on Department contract issue. (8-7-22; 8-8-22) Answer P&D staff question about benefit district issue. (8-12-22) Respond to Director on pending contractual issue this office is assisting Department with. (8-12-22) Assist staff by review of pending different matter. Provide advice. (8-12-22) Approve plat. (8-12-22) Discuss contract issue with Department Head. (8-12-22) Discuss software project with Department Head. (8-23-22)

Riley County Public Information Officer: Finalize contract for Archive Social. Will present to BOCC for review and possible approval at public meeting on 11-29. Contract approved by BOCC. Zoom discussion with PIO, RCHD staff and Deputy County Counselor upcoming RCHD event and proper means of consent for photographing public participants. (5-13-22) Discuss by zoom with PIO and HR Manager social media issue. (5-25-22) Conversation from HR regarding the foregoing social media issue. (5-26-22) Discuss with PIO Riley County rules of conduct for those attending County public meetings. (5-26-22; 5-27-22) Provide fireworks resolution. (6-15-22)

Riley County Public Works: Provide legal advice on project. Review and approve “as to form” KDOT Local Road Safety Plan Agreement. (9-24-21) Answer question on project. (10-21-21) Review and approve as to form Transfer Station scales repair contract. (10-25-21) Review “Force Account Construction Engineering Inspection Services Agreement” for replacement of Bridge over Swede Creek. (11-2-21) Discuss with USDA final documents for Fairmont Heights closing and construction. (11-2-21) Complete review of “Force Account Construction Engineering Inspection Services Agreement” for replacement of Bridge over Swede Creek. (11-7-21) Calendar March 9, 2022, Township Officials meeting. (1-31-22) Assist with benefit district project staff discussion. (3-29-22) Participate in discussion with outside regulatory authority. (4-1-22) Prepare CAR for EPA consent order on University Park wastewater treatment facility. (4-14-22) Review consultant agreement for University Park

wastewater project under consent order—prepare contractual provisions attachment for consulting firm’s review and approval. (4-19-22) Assist with pending EPA matter on University Park Benefit District. (5-20-22) Discuss EPA matter on University Park Benefit District with EPA counsel. (5-20-22) Schedule discussion with Dept. Head on immediately foregoing matter. (5-20-22) Discuss University Park Benefit District and EPA with Department Head. (5-24-22) Review matter involving bridge. (5-26-22) Discussion by Department Head of KDOT use of “speed trailers.” (5-26-22) Analyze potential contract. (5-28-22) Discussion with EPA counsel setting Friday, June 3, 2022, as date for my update to her on U.P. “ability to pay” forms and final form of consent order. I am reviewing wing final form of consent order and have previously advised other county staff of their role in completing “ability to pay” information. I will check on progress of those items tomorrow. (5-31-22) Work on other and unrelated pending litigation. (5-31-22) Conversation with Department Head regarding unrelated proposed easements. (5-31-22) Assist with pending litigation matter. (6-1-22) *Scheduled* through I.T. zoom discussion on 6-10-22 with Department Head and staff. (6-5-22) Zoom discussion with Department Head and staff regarding transfer station operation. (6-10-22) Microsoft Teams Meetings discussion with and Deputy County Counselor on potential project. (6-13-22) Communication from state on potential project. (6-24-22) Analyze KDHE communication on county property. Reach out to Department Head. (6-26-22) Work on transfer station project. (6-30-22). Assist with transfer station project. (7-6-22) Zoom with Department Head, Supervisor and HR Manager, HR Staff. (7-12-22) Work on Transfer Station issue. (7-17-22) Investigate title on county property for possible KDHE project. Work to schedule zoom with Department Head and KDHE staff. Schedule zoom for 7-19-22. (7-18-22) Contact Department Head and Budget and Finance Officer about different benefit district matter. Discuss with outside agency counsel. (7-18-22) Assist staff and Department Head with pending construction project Communicate with project architect (7-18-22) Prepare for zoom with Department Head and KDHE staff. (7-19-22) Forward finance information on County and University Park Benefit District to EPA counsel as required for possible reduction of EPA administrative penalty. (7-19-22) Communicate with staff of RCPW, Clerk, P & D regarding preceding finance information. (7-20-22) Participate in 2-hour zoom meeting with Department Head and staff on potential contract discussion. Schedule additional zoom for potential contract discussion with Department Head and staff. (7-20-22) Work on transfer station issue. Participate in zoom with Dept. on transfer station issue. (7-22-22) Discuss with Department Head access road issue. (7-22-22) Work on transfer station issue. (7-24-22) Review allowance policy provided for review. (7-25-22) Work with Department Head on benefit district issue. (7-27-22) Zoom with Department Head and PW Supervisor, along with EM Department head on road maintenance issue. Communicate with landowner afterward. (7-28-22) Zoom with Department Head and Department Staff on transfer station issue. (7-29-22) Prepare CAR for Department on pending KDHE request for evaluation of 2 sites in Fairmont Park. Work with Department Head on appropriate signature block. (8-2-22) Discuss with Assistant County Engineer status of compliance plan emailed to EPA by consultant. (8-3-22) EPA advises did not receive Compliance plan emailed to them by our consultant Monday, August 1, 2022. Assist Department with documenting timely provision of Compliance Plan August 1, 2022, by email from our consultant. Phone call exchange with consultant. Forward EPA attorney consultant email of Compliance Plan and email documentation to consultant of receipt. (8-3-22) Advise RCPW and EM I’ve finished reviewing easement issue and advice on contacting landowners. (8-5-22) Work on EPA issue involving benefit district. (8-5-22; 8-8-22; 8-9-22) Work on U.P. Benefit District EPA issues. (8-14-22; 8-15-22; 8-16-22; 8-17-22; 8-18-22) Work on access agreements for KDHE in Fairmont Park. (8-15-22; 8-17-22; 8-29-22; 8-30-22) Discussion with Department Head on upcoming construction project. (8-1-22) Work on same upcoming construction project. (8-2-22) Assist with contract issue on one project. (9-19-22) Assist with contract different project. (9-19-22)

Riley County Register of Deeds: Provide legal advice. Conversation with ROD (8-2021). Conversation about county termination of contract. (9-22-21) Discussion with other party to contract. I can confirm contract will terminate as required by County. (9-22-21) Advise on departmental project. Discuss with ROD. (1-14-22) Assist Department Head with anticipated new project. (3-28-22; 3-29-22) Assist with project. (5-29-22) Complete negotiation of KanPay contract and provide advice to Department Head. (6-9-22)

Riley County Treasurer: Advise on property tax issue. (10-6-21) Participate with this office’s staff in 2022 delinquent real property tax sale. (7-8-22) Meet with Department Head on National Opioid Settlement payment process. (7-8-22)

PROFESSIONAL ASSOCIATION & CLE MATTERS:

Continuing Legal Education: Attended, in lieu of lunch hour, 1 hour CLE webinar on elimination of gender bias in legal practice. University of Missouri Kansas City School of Law. (6-6-22)

County Counselor Association of Kansas: Arrange for Continuing Legal Education seminar speaker to present at June 17, 2022, mid-year CLE of the County Counselors Association of Kansas. (4-1-22) Participate in Board meeting of CCAK. (4-20-22) Attend summer CLE webinar from office. (6-17-22) Attend semiannual CLE program during KAC annual meeting. 10-18-22)

Kansas Association of Counties: KAC Annual Meeting (**October 19, 2021**): Accepted invitation to participate on panel discussion before the general KAC membership regarding “Dark Store” and Riley County’s experience on the issue. Prepare for panel discussion. (9-29-21) Review and work on presentation of power point for presentation scheduled for 10-18-21. (10-16-21; 10-17-21) Participated in panel discussion during KAC annual meeting. (10-18-21) Attend annual meeting. (10-17-22 to 10-19-22).

Attachment: Project.list.beginning.October.27.2022.through.November.2.2022 (12967 : Clancy's Commission List)



PUBLIC WORKS
Contract

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, P.E.
MEETING: November 7, 2022
SUBJECT: High Plains Ranch Rd. Overlay Project
PRESENTER: John Ellermann

BACKGROUND

The residents of High Plains Ranch wanted to make improvements to High Plains Ranch Rd. A road benefit district was formed to accomplish this goal. On October 20th the Board opened bids for a project to patch and overlay the road. Shilling Construction Co., Inc was the only bidder. On October 27th the Board approved Shilling's bid for \$146, 653.00. Attached is the contract with Shilling to do the project.

As a benefit district the residents are responsible for the financing the project.

DISCUSSION

The discussion has two parts;

1. To approve and sign the contract with Shilling and
2. To consider a loan from General Fund for up to \$146,653 until other financing is available.

FISCAL IMPACT

The financing of the project is the responsibility of the residents of the benefit district. This will include advertising for the hearing and bids for the project, the construction of the project and any interest in temporary financing. To date \$638.42 was spent on advertising and the project costs are \$146,653.00.

RECOMMENDATION(S)

Staff recommends approving and signing the contract with Shilling and to consider a loan for the

project in hopes it can still be constructed this year.

POSSIBLE MOTION(S)

Move to approve the Chairman to sign the contract with Shilling for the High Plains Ranch Rd Overlay Project.

Move to deny the contract with Shilling for the High Plains Ranch Rd Overlay Project.

If a loan is agreed to

Move to approve a loan for up to \$146,653 from General Fund for the construction of the High Plains Rd. Overlay Project.

Move to deny a loan for up to \$146,653 from General Fund for the construction of the High Plains Rd. Overlay Project.

Move to modify

No action required.

The Board agreed by consensus to

Enclosures:

- Contract Agreement_Shilling Construction_High Plains Ranch Road Asphalt Overlay_102822.docx (PDF)

CONTRACT AGREEMENT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with the law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents and has caused to be published in the manner and for the time required by law, an advertisement for and in connection with:

2022 High Plains Ranch Road Asphalt Overlay

in accordance with the drawings, specifications, and other contract documents prepared by Riley County, and

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

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

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

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

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

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

b. Addenda to contract documents as follow:

Addendum No.	Dated

c. Legal and procedural documents.

1. Proposal
2. Instructions to Bidders.
3. Notice to Bidders.

d. Detailed specification requirements.

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

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

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

g. Bonds.

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

h. Owner's "Contractual Provisions Attachment"

ARTICLE III. The Contractor shall start work on or within ten days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract or on a subsequent date designated and authorized by the Owner in said order and the Contractor shall complete said work within 10 working days as stated in his proposal.

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

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

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

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

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

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

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

ARTICLE VIII. The Owner shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as compensation therefore, the unit bid prices stipulated in the Proposal attached hereto for the various items of work in accordance with the provisions of the contract documents. The total contract price shall be determined on the basis of the actual quantities of work performed and materials furnished as authorized and determined in accordance with the provisions of the contract documents. The total bid price, determined on the basis of approximate quantities listed in the above mentioned Schedule of Bid Prices is in the amount of **One Hundred Forty-six Thousand Six Hundred Fifty-three Dollars (\$146,653.00).**

ARTICLE IX. Ten percent (10%) shall be deducted from each partial payment and retained by Riley County until the provisions of the contract and bond have been satisfied. If the work is progressing satisfactorily in accordance with the plans, this retainage may be reduced as the contract nears completion. At no time shall the retainage exceed five (5%) of the total contract amount.

ARTICLE X. The Contractor agrees to bond every subcontractor by the terms of the contract documents but in no way shall this be considered as creating any contractual relation between any subcontractor and the Owner.

ARTICLE XI. The Contractor shall purchase and maintain insurance in the following minimum amounts or the minimum amounts required by law, whichever is greater throughout this Agreement:

- a) Workers' Compensation and employer's liability insurance as required by the State of Kansas.
- b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on site and off site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

- c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the contractor or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- d) Owner will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverage identified in items "b" and "c", and Contractor waives subrogation against Owner as to said policies.
- e) Contractor shall file (3) copies of certificates of aforementioned insurances with Owner through Engineer.

ARTICLE XII. This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and Contractor respectively and to his partners, successors, assigns, and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

Greg McKinley, Chairman

SHILLING CONSTRUCTION CO., INC.

Tim D.

By

Vicki Perabut

Title

**Shilling Construction
Company, Inc.**

Address

P.O. Box 1568
Manhattan, KS 66505

ATTEST: County Clerk

* * * * *

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

County Counselor

Attachment to "Contract" Between Riley County (hereinafter "County"), and
Shilling Construction Company, Inc. (hereinafter "Contractor").

CONTRACTUAL PROVISIONS ATTACHMENT

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

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1 **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
 - 3.2 **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.

4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any Contract for a term of one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one-year term.

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with its Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. With regard to equipment, leased or otherwise, provided to County under the contract, if lawful, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by County, title to and possession of any equipment purchased by the County under contract, but not fully paid for, shall revert to Contractor at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

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

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

7. **ANTI-DISCRIMINATION CLAUSE.** In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
 - 7.1 Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.

- 7.2 In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 7.3 If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 7.4 If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 7.5 Contractor shall include the provisions of paragraphs 7.1 through 7.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 7.6 Parties to the contract understand that this paragraph number 7 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.
8. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
9. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
10. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
11. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
12. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect

against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

13. **INSURANCE PROVIDED BY CONTRACTOR.** Contractor shall maintain in full force and effect during the term of the Contract the insurance policies and coverages listed in the Contract, which policies shall be issued by a responsible carrier selected by Contractor. Contractor shall deliver to County, upon reasonable request, Certificates of Insurance evidencing such coverages. Minimum limits for coverage are as follows:

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

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

14. **TERM AND TERMINATION.**

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

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

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

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

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

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

16. PERSONNEL.

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

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

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

17. **PROHIBITION OF CONFLICTS OF INTEREST.**

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

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

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

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

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

20. **RECORDS, REPORTS AND INSPECTION.**

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

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

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

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

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

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

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

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

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

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

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

24. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other

business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____

Greg McKinley, Chairman

Date

Contractor

SHILLING CONSTRUCTION CO., INC.

By:  _____

Name: 


Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____

Clancy Holeman
Riley County Counselor

Date: _____

Bond No.: NKS2546

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

Shilling Construction Company, Inc.

that the Contractor ^ of Manhattan, KS, as
 principal, and as surety Merchants National Bonding, Inc. a corporation authorized
 under the laws of the State of Iowa with general offices in
Des Moines and authorized to transact business in the State of Kansas are held and
 firmly bound unto the State of Kansas in the penal sum of One Hundred Forty-six Thousand Six
 Hundred Fifty-three Dollars (\$146,653.00) lawful money of the United States, for the payment of
 which sum well and truly to be made, said principal and surety bind themselves, their heirs,
 administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this day of , 20 22.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT
 WHEREAS, said principal has entered into a written Agreement with Riley County,

Kansas as Owner, dated day of , 20 22, for the furnishing
 of all materials and labor and doing all the work of whatever kind necessary to construct a

2022 High Plains Ranch Road Asphalt Overlay

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

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

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Agreement to the Work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the

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

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

Shilling Construction Company, Inc.

Principal



Merchants National Bonding, Inc.

Surety



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

Bond No.: NKS 2546

STATUTORY BOND

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

that the Contractor Shilling Construction Company, Inc., as principal, and as surety
Merchants National Bonding, Inc. a corporation authorized under the laws of the
 State of Iowa with general offices in Des Moines and authorized
 to transact business in the State of Kansas are held and firmly bound unto the State of Kansas in
 the penal sum of One Hundred Forty-six Thousand Six Hundred Fifty-three Dollars (\$146,653.00)
 lawful money of the United States, for the payment of which sum well and truly to be made, said
 principal and surety bind themselves, their heirs, administrators, executors, successors, and
 assigns, jointly and severally, firmly by these presents.

Signed, sealed, and delivered this _____ day of _____ 20 22.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT
 WHEREAS, said principal has entered into a written Agreement with **Riley County, Kansas** as
 Owner,
 dated _____, 20 22, for the furnishing of all materials and
 labor and doing all the work of whatever kind necessary to construct a

2022 High Plains Ranch Road Asphalt Overlay

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

NOW THEREFORE, if the said principal or the subcontractor or subcontractors of said
 principal shall pay all indebtedness incurred for supplies, material, or labor furnished, used, or
 consumed in connection with or in or about the Construction or making of the above described
 improvement; including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used
 or consumed directly in furtherance of such improvement, this obligation shall be void;
 otherwise, it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension
 of time, alteration, or addition to the terms of the Agreement or to the Work to be performed
 thereunder or the Specifications accompanying the same, shall in any way affect its obligations

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

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

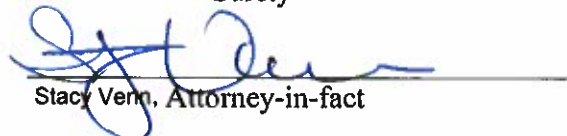
Shilling Construction Company, Inc.

Principal



Merchants National Bonding, Inc.

Surety



Stacy Vern, Attorney-in-fact

This instrument shall be executed in four (4) copies, all considered as originals. Date of this instrument shall not be prior to date of the agreement. A certified copy of each agent's power-of-attorney must be attached to each copy hereon. OWNER shall file one copy with the Clerk of the District Court, in the district that the work is performed.

MERCHANTS BONDING COMPANYTM

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crowner; Ashlea McCaughy; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Kate L Fineran; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of August, 2022.

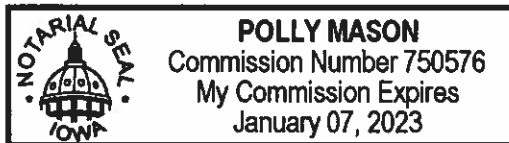


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 18th day of August, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , 2022.



William Warner Jr.
Secretary



PUBLIC WORKS
Presentation

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, P.E.
MEETING: November 7, 2022
SUBJECT: Using Salt/Sand Mix for Snow & Ice Treatment
PRESENTER: John Ellermann

BACKGROUND

Riley County has a long history of treating the roads using straight salt with pretty good results. However, with the current rate of inflation of materials, fuel and general cost of doing business, Public Works staff is considering using a mixture of salt and sand to treat roads this season.

Salt works great by itself in temperature down to around 20 degrees when it has very little effect. Why add sand to the salt? The main reason to mix sand with salt is to improve traction until the salt has a chance to work. Another reason is to spread out the costs of treatment making the budget last longer. Salt/Sand ratios most commonly used are 1:1, 1:2 and 1:3 based on treatment goals and budget.

Con's to salt/sand mix; Sand does not dissolve as the snow and ice melt, therefore leaving sand on the road that may need to be swept off after the event. The sand dilutes the amount of salt spread and could reduce the effectiveness of the salt alone.

Salt prices over the past few years varied with \$44.80/ton in 2020, \$42.80/ton in 2021, and we have locked in a rate of 46.80/ton for 2022.

DISCUSSION

Discuss the pro's and con's of using a salt/sand mix to treat roads.

FISCAL IMPACT

Material for treating snow and ice on County roads comes from the Public Works with \$80,000 budgeted. A 1:1 salt/sand mix will have a 40% savings to the budget.

RECOMMENDATION(S)

It is recommended to use a 1:1 salt/sand mix to treat roads and evaluate its effectiveness after winter is over.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to use a salt/sand mixture of 1:1 this winter season.

Enclosures:



COUNTY APPRAISER'S OFFICE
Staff Update

Anna Burson
County Appraiser
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6310

STAFF REPORT

FROM: Anna Burson

MEETING: November 7, 2022

SUBJECT: Appraiser's Office Staff Update

PRESENTER: Anna Burson

Enclosures:

- 11-07-22 Appraiser's Office Commission Meeting update (DOCX)
- November 2022 BOTA SUMMARY (PDF)
- BOTA DETAIL SCHEDULE UPDATE (XLSX)

Appraiser's Office Report

BOCC

November 7th, 2022

- **Personal property-**

- October Certification has been completed.
- Annual review of AG properties is completed, and sales continue to be reviewed.
- The watercraft report was received, and we are working to add new records.
- The Personal Property Appraiser I position has been filled and we are excited to have Nicole join our team.
- Staff is updating the 16/20 minimums and updating Komtek with the 2023 penalty calendar.
- Staff are preparing for the mailing of personal property renditions at the end of December.
- On January 1st, 2023, new proration rules will take effect for all personal property except mobile homes. It is important property owners are aware that if they sell personal property they must notify our office prior to December 20th and provide us with a bill of sale for the proration to be applied. Again, this does not go into effect until January 1st 2023.

- **Residential-**

- Annual review has been completed, staff are working through building permits and continue to review sales.
- As of 11/1/22 we have had 1,318 sales. Of which 1126 are residential properties that is an increase of 115 residential properties since the last update. The total permits for 2022 are 319 an increase of 32 from the last update.
- The County median sales ratio considering all sales is currently still sitting at 0.88 and the median sale price is \$215,750 almost identical to last month. It is a strong probability that value for 2023 will go up. The overall trend is just over 13%.
- The Economic life study of other improvements had been completed and the information is updated in our system. The study was commissioned by PVD and supplied to all 105 counties across the state as we were finding our other improvements were being depreciated out too quickly. Several of our agricultural buildings will be going up in value for 2023 due to the updated economic lives.
- Residential Land analysis and the cost multiplier study have been completed and submitted to PVD. We are in full swing with residential depreciation and hope to have that completed in the next few weeks.
- The Residential Appraiser III position has been posted and we hope to have that filled in the near future.

- **Commercial-**

- I have included two spreadsheets summarizing the Commercial BOTA appeals docketed that are waiting to be scheduled. The first spreadsheet is a summary report including the figures by Business name and total appealed value. In addition, the second spreadsheet has a detailed summary by parcel ID #. There are no additional docketed BOTA cases since the last update keeping the County's total open BOTA cases at 65. We are in the process of trying to settle the Courtyard by Marriott BOTA cases for both 2021 and 2022 they submitted a fee appraisal and we determined this to be our best course of action. These parcels are highlighted in red on the attached summary report.
- Economic life study of other improvements has been completed and implemented. There are several other improvements that will be impacted by the update.
- Commercial analysis is in full swing.

- **Summary of other work-**

- Staff is in the process of completing their self-evaluations and supervisors have begun the process of employee evaluations.
- This past month I attended the KAC conference in Overland Park and several of the staff and I just returned from the ORION user conference in Wichita this past week.

Attachment: 11-07-22 Appraiser's Office Commission Meeting update (12961 : Appraiser's Office Update)

BOTA SUMMARY		
BUSINESS NAME/SITE	YEAR	Total
A&W/NOODLES/ETC.	2020	\$ 2,100,000
	2021	\$ 1,770,000
	2022	\$ 1,670,000
A&W/NOODLES/ETC. Total		\$ 5,540,000
AUTO MUSEUM PARKING LOT	2022	\$ 1,220,060
AUTO MUSEUM PARKING LOT Total		\$ 1,220,060
BED BATH & BEYOND	2020	\$ 4,585,000
	2021	\$ 4,125,000
	2022	\$ 4,015,000
BED BATH & BEYOND Total		\$ 12,725,000
CENTRAL NATIONAL BANK	2019	\$ 1,067,700
	2020	\$ 1,038,100
	2021	\$ 1,038,100
	2022	\$ 1,049,900
CENTRAL NATIONAL BANK Total		\$ 4,193,800
COLONIAL GARDENS	2022	\$ 7,941,430
COLONIAL GARDENS Total		\$ 7,941,430
COLONIAL GARDENS - VACANT	2022	\$ 1,870
COLONIAL GARDENS - VACANT Total		\$ 1,870
COLONIAL GARDENS MHP OFFICE	2022	\$ 407,900
COLONIAL GARDENS MHP OFFICE Total		\$ 407,900
COUNTRY MEADOWS RESIDENCES	2022	\$ 5,666,700
COUNTRY MEADOWS RESIDENCES Total		\$ 5,666,700
COURTYARD BY MARRIOTT	2021	\$ 14,651,580
	2022	\$ 17,330,300
COURTYARD BY MARRIOTT Total		\$ 31,981,880
GENESIS	2021	\$ 7,674,200
	2022	\$ 8,152,300
GENESIS Total		\$ 15,826,500
HILTON GARDEN INN	2020	\$ 11,301,990
	2021	\$ 7,509,900
HILTON GARDEN INN Total		\$ 18,811,890
HOLIDAY INN CAMPUS	2021	\$ 3,820,400
	2022	\$ 4,011,420
HOLIDAY INN CAMPUS Total		\$ 7,831,820
HOLIDAY INN EXPRESS	2021	\$ 3,597,840
HOLIDAY INN EXPRESS Total		\$ 3,597,840
HOME DEPOT	2020	\$ 7,200,000
	2021	\$ 7,200,000
	2022	\$ 7,200,000
HOME DEPOT Total		\$ 21,600,000
HY-VEE	2020	\$ 6,750,000
	2021	\$ 6,750,000
	2022	\$ 7,000,000
HY-VEE Total		\$ 20,500,000
ICON (HOUSTON STREET BALLROOM)	2020	\$ 1,353,200
ICON (HOUSTON STREET BALLROOM) Total		\$ 1,353,200
IHOP	2019	\$ 1,974,000
	2020	\$ 1,974,000
	2021	\$ 1,974,000
IHOP Total		\$ 5,922,000
MCALISTER'S	2020	\$ 1,375,000
	2021	\$ 1,160,000
	2022	\$ 1,090,000
MCALISTER'S Total		\$ 3,625,000
MHTTN SURGICAL HOSPITAL	2022	\$ 6,149,400
MHTTN SURGICAL HOSPITAL Total		\$ 6,149,400

MID TOWN PLAZA	2020	\$	1,098,850
	2021	\$	1,094,420
MID TOWN PLAZA Total		\$	2,193,270
PARKING LOT ON HOUSTON STREET	2020	\$	208,650
	2021	\$	213,080
PARKING LOT ON HOUSTON STREET Total		\$	421,730
PARKWOOD INN & SUITES	2020	\$	1,550,000
	2021	\$	1,215,790
PARKWOOD INN & SUITES Total		\$	2,765,790
TARGET	2020	\$	9,850,000
	2021	\$	9,700,000
	2022	\$	9,700,000
TARGET Total		\$	29,250,000
VACANT - WAS PAUL MITCHELL SALON	2020	\$	745,000
	2021	\$	630,000
	2022	\$	380,000
VACANT - WAS PAUL MITCHELL SALON Total		\$	1,755,000
WALGREENS (ANDERSON AVE)	2020	\$	2,715,200
	2021	\$	2,812,400
	2022	\$	2,812,400
WALGREENS (ANDERSON AVE) Total		\$	8,340,000
WALGREENS (BLUEMONT)	2020	\$	2,398,740
	2021	\$	2,478,940
	2022	\$	2,480,660
WALGREENS (BLUEMONT) Total		\$	7,358,340
WALGREENS (BLUEMONT) PARKING LOT	2020	\$	253,160
	2021	\$	267,760
	2022	\$	266,040
WALGREENS (BLUEMONT) PARKING LOT Total		\$	786,960
WESTLOOP SHOPPING CENTER	2020	\$	22,914,700
	2021	\$	22,833,000
	2022	\$	23,790,490
WESTLOOP SHOPPING CENTER Total		\$	69,538,190
Grand Total Appraised		\$	297,305,570
Grand Total Assessed Value		\$	74,326,392.50

DOCKET	PARCEL NUMBER	QR#	YEAR	APPLICANT	PROPERTY OWNER	BUSINESS NAME/SITE	COUNTY VALUE	TAXPAYER VALUE
2022-1383-EQ	081-189-31-0-00-00-007.00-0	R6092	2022	FLANAGAN/BILTON LLC	COLONIAL GARDENS LLC (3050 TCB)	COLONIAL GARDENS MHP OFFICE	\$407,900	\$305,000
2022-1382-EQ	081-189-31-0-00-00-010.00-0	R6096	2022	FLANAGAN/BILTON LLC	COLONIAL GARDENS LLC (3000 TCB)	COLONIAL GARDENS	\$7,941,430	\$6,000,000
2022-679-EQ	081-189-31-0-00-00-012.01-0	R6098	2022	MATT CANTESE	COUNTRY MEADOWS RESIDENCES	COUNTRY MEADOWS RESIDENCES	\$5,666,700	??
2022-1384-EQ	081-189-31-0-00-00-017.01-0	R6104	2022	FLANAGAN/BILTON LLC	COLONIAL GARDENS LLC (0000 E MARLATT)	COLONIAL GARDENS - VACANT	\$1,870	\$1,500
2020-6179-PR	081-203-07-2-80-01-001.02-0	R9273	2019	JOSEPH CASAD/TAX VALUE SPECIALISTS	BJS, INC	IHOP	\$1,974,000	?
2020-6180-EQ	081-203-07-2-80-01-001.02-0	R9273	2020	JOSEPH CASAD/TAX VALUE SPECIALISTS	BJS, INC	IHOP	\$1,974,000	\$1,482,207
2021-1105-EQ	081-203-07-2-80-01-001.02-0	R9273	2021	JOSEPH CASAD/TAX VALUE SPECIALISTS	BJS, INC	IHOP	\$1,974,000	
2020-1714-EQ	081-204-18-2-10-18-001.00-0	R9845	2020	SAVAGE & BROWNING	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$2,100,000	?
2021-5574-EQ	081-204-18-2-10-18-001.00-0	R9845	2021	SAVAGE & BROWNING	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$1,770,000	
2022-1386-EQ	081-204-18-2-10-18-001.00-0	R9845	2022	SAVAGE & BROWNING	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$1,670,000	??
2020-1099-EQ	081-204-18-2-10-18-001.01-0	R9846	2020	LINDA TERRILL - PROP TAX LAW GROUP	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$133,660	?
2021-1437-EQ	081-204-18-2-10-18-001.01-0	R9846	2021	LINDA TERRILL - PROP TAX LAW GROUP	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$140,910	prior year value
2022-2165-EQ	081-204-18-2-10-18-001.01-0	R9846	2022	PROPERTY TAX LAW GROUP-LINDA TERRILL	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$140,040	??
2020-1097-EQ	081-204-18-2-10-18-002.00-0	R9847	2020	LINDA TERRILL - PROP TAX LAW GROUP	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,398,740	?
2021-1435-EQ	081-204-18-2-10-18-002.00-0	R9847	2021	LINDA TERRILL - PROP TAX LAW GROUP	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,478,940	prior year value
2022-2164-EQ	081-204-18-2-10-18-002.00-0	R9847	2022	PROPERTY TAX LAW GROUP-LINDA TERRILL	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,480,660	??
2020-1098-EQ	081-204-18-2-10-18-011.00-0	R9848	2020	LINDA TERRILL - PROP TAX LAW GROUP	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$119,500	?
2021-1436-EQ	081-204-18-2-10-18-011.00-0	R9848	2021	LINDA TERRILL - PROP TAX LAW GROUP	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$126,850	prior year value
23022-2166-EQ	081-204-18-2-10-18-011.00-0	R9848	2022	PROPERTY TAX LAW GROUP-LINDA TERRILL	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$126,000	??
2020-1509-EQ	081-204-18-2-10-20-001.00-0	R9850	2020	BLAKE NEWELL - J.W.W CHATAM & AASOC	HY-VEE INC	HY-VEE	\$6,750,000	?
2021-3394-EQ	081-204-18-2-10-20-001.00-0	R9850	2021	BLAKE NEWELL - J.W.W CHATAM & AASOC	HY-VEE INC	HY-VEE	\$6,750,000	\$3,375,000
2022-1279-EQ	081-204-18-2-10-20-001.00-0	R9850	2022	J. W. CHATAM & ASSOC	HY-VEE INC	HY-VEE	\$7,000,000	
2021-285-PR	081-204-18-2-10-20-004.02-0	R9855	2020	SAVAGE & BROWNING	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,375,000	?
2021-5575-EQ	081-204-18-2-10-20-004.02-0	R9855	2021	SAVAGE & BROWNING	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,160,000	
2022-1387-EQ	081-204-18-2-10-20-004.02-0	R9855	2022	SAVAGE & BROWNING	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,090,000	??
2020-1713-EQ	081-204-18-2-10-20-005.00-0	R9857	2020	SAVAGE & BROWNING	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND	\$4,585,000	?
2021-2046-EQ	081-204-18-2-10-20-005.00-0	R9857	2021	SAVAGE & BROWNING	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND	\$4,125,000	
2022-1385-EQ	081-204-18-2-10-20-005.00-0	R9857	2022	SAVAGE & BROWNING	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND	\$4,015,000	??
2020-1715-EQ	081-204-18-2-10-20-013.00-0	R302812	2020	SAVAGE & BROWNING	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$745,000	?
2021-5576-EQ	081-204-18-2-10-20-013.00-0	R302812	2021	SAVAGE & BROWNING	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$630,000	
2022-1388-EQ	081-204-18-2-10-20-013.00-0	R302812	2022	SAVAGE & BROWNING	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$380,000	??
2021-1615-EQ	081-204-18-2-20-19-001.00-0	R10250	2021	MHI-MANHATTAN 2 LLC	PR MIG MANHATTAN OWNER LLC	COURTYARD BY MARRIOTT	\$14,651,580	
2022-2176-EQ	081-204-18-2-20-19-001.00-0	R10250	2022	MHI-MANHATTAN 2 LLC	PR MIG MANHATTAN OWNER LLC	COURTYARD BY MARRIOTT	\$17,330,300	??
2021-1662-EQ	081-204-18-2-30-03-004.00-0	R10629	2021	BREER LAW FIRM - KEVIN BREER	KSU REAL ESTATE FUND LLC	HOLIDAY INN CAMPUS	\$3,820,400	?
2022-2163-EQ	081-204-18-2-30-03-004.00-0	R10629	2022	BREER LAW FIRM - KEVIN BREER	KSU REAL ESTATE FUND LLC	HOLIDAY INN CAMPUS	\$4,011,420	??
2021-383-PR	081-204-18-2-60-31-005.00-0	R11572	2020	LINDA TERRILL - PROP TAX LAW GROUP	PARKWOOD LLC	PARKWOOD INN & SUITES	\$1,550,000	\$700,000
2021-1438-EQ	081-204-18-2-60-31-005.00-0	R11572	2021	LINDA TERRILL - PROP TAX LAW GROUP	PARKWOOD LLC	PARKWOOD INN & SUITES	\$1,215,790	prior year value
2021-420-PR	081-204-18-2-80-09-014.00-0	R12120	2020	BLAKE NEWELL - J.W.W CHATAM & AASOC	ICON INVESTMENTS LLC	PARKING LOT ON HOUSTON STREET	\$208,650	\$100,000
2021-3485-EQ	081-204-18-2-80-09-014.00-0	R12120	2021	BLAKE NEWELL - J.W.W CHATAM & AASOC	ICON INVESTMENTS LLC	PARKING LOT ON HOUSTON STREET	\$213,080	\$106,500
2021-419-PR	081-204-18-2-80-09-015.00-0	R12121	2020	BLAKE NEWELL - J.W.W CHATAM & AASOC	ICON INVESTMENTS LLC	MID TOWN PLAZA	\$1,098,850	\$550,000
2021-3486-EQ	081-204-18-2-80-09-015.00-0	R12121	2021	BLAKE NEWELL - J.W.W CHATAM & AASOC	ICON INVESTMENTS LLC	MID TOWN PLAZA	\$1,094,420	\$547,000
2021-418-PR	081-204-18-2-80-14-002.00-0	R12158	2020	BLAKE NEWELL - J.W.W CHATAM & AASOC	ICON INVESTMENTS LLC	ICON (HOUSTON STREET BALLROOM)	\$1,353,200	\$675,000
2021-336-PR	081-204-18-2-80-26-001.00-0	R12229	2020	BLAKE NEWELL - J.W.W CHATAM & AASOC	HCW-MANHATTAN, LLC	HILTON GARDEN INN	\$11,301,990	?
2021-1398-PR	081-204-18-2-80-26-001.00-0	R12229	2021	HCW-MANHATTAN, LLC	HCW-MANHATTAN, LLC	HILTON GARDEN INN	\$7,509,900	
2021-2065-EQ	081-204-18-2-80-28-004.00-0	R12236	2021	BREER LAW FIRM - KEVIN BREER	MANHATTAN HOTELS LLC	HOLIDAY INN EXPRESS	\$3,597,840	?
2020-1749-EQ	081-211-11-0-40-13-003.00-0	R15610	2020	SAVAGE & BROWNING	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$22,914,700	?
2021-1660-EQ	081-211-11-0-40-13-003.00-0	R15610	2021	SAVAGE & BROWNING - TIMOTHY SCHENDT	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$22,833,000	?
2022-2172-EQ	081-211-11-0-40-13-003.00-0	R15610	2022	SAVAGE & BROWNING - TIMOTHY SCHENDT	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$23,790,490	??
2022-1278-EQ	081-211-12-0-20-01-027.01-0	R15647	2022	J. W. CHATAM & ASSOC	MERCY HEALTH CENTER OF MANHATTAN	MHTTN SURGICAL HOSPITAL	\$6,149,400	?

2020-1523-EQ	081-211-12-0-30-01-008.02	R16065	2019	ROBERT MUNSON	CENTRAL NATIONAL BANK	CENTRAL NATIONAL BANK	\$1,067,700	?
2020-1523-EQ	081-211-12-0-30-01-008.02	R16065	2020	ROBERT MUNSON	CENTRAL NATIONAL BANK	CENTRAL NATIONAL BANK	\$1,038,100	?
2021-3483-EQ	081-211-12-0-30-01-008.02-0	R16065	2021	BLAKE NEWELL - J.W.W CHATAM & AASOC	CENTRAL NATIONAL BANK	CENTRAL NATIONAL BANK	\$1,038,100	\$519,050
2022-1276-EQ	081-211-12-0-30-01-008.02-0	R16065	2022	J. W. CHATAM & ASSOC	CENTRAL NATIONAL BANK	CENTRAL NATIONAL BANK	\$1,049,900	\$500,000
2020-915-EQ	081-211-12-0-30-11-004.01.0	R16204	2020	LINDA TERRILL - PROP TAX LAW GROUP	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,715,200	?
2021-1439-EQ	081-211-12-0-30-11-004.01-0	R16204	2021	LINDA TERRILL - PROP TAX LAW GROUP	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,812,400	prior year value
2022-2155-EQ	081-211-12-0-30-11-004.01-0	R16204	2022	PROPERTY TAX LAW GROUP-LINDA TERRILL	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,812,400	??
2022-5112-EQ	081-216-14-0-10-03-006.02-0	R19739	2022	CHATAM & ASSOCIATES	ICON INVESTMENTS LLC	AUTO MUSEUM PARKING LOT	\$1,220,060	\$600,000
2021-3484-EQ	081-216-23-0-10-08-001.00-0	R20575	2021	BLAKE NEWELL - J.W.W CHATAM & AASOC	GENESIS HEALTH CLUBS OF MHTTN LLC	GENESIS	\$7,674,200	\$3,873,100
2022-1277-EQ	081-216-23-0-10-08-010.00-0	R20575	2022	J. W. CHATAM & ASSOC	GENESIS HEALTH CLUBS OF MHTTN LLC	GENESIS	\$8,152,300	\$4,000,000
2020-1525-EQ	081-216-24-0-20-01-002.00-0	R21281	2020	LATHROP & GAGE LLP, R. SCOTT BEELER	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$7,200,000	\$4,070,000
2021-2023-EQ	081-216-24-0-20-01-002.00-0	R21281	2021	LATHROP & GAGE LLP, R. SCOTT BEELER	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$7,200,000	\$4,070,000
2022-1355-EQ	081-216-24-0-20-01-002.00-0	R21281	2022	LATHROP & GAGE LLP, R. SCOTT BEELER	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$7,200,000	\$4,070,000
2020-914-EQ	081-216-24-0-20-02-001.00-0	R21288	2020	LINDA TERRILL - PROP TAX LAW GROUP	TARGET CORPORATION	TARGET	\$9,850,000	?
2021-1440-EQ	081-216-24-0-20-02-001.00-0	R21288	2021	LINDA TERRILL - PROP TAX LAW GROUP	TARGET CORPORATION	TARGET	\$9,700,000	prior year value
2022-2157-EQ	081-216-24-0-20-02-001.00-0	R21288	2022	PROPERTY TAX LAW GROUP-LINDA TERRILL	TARGET CORPORATION	TARGET	\$9,700,000	??
Grand Total							\$297,305,570	



**EMERGENCY
MANAGEMENT/FIRE**
Staff Update

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

STAFF REPORT

FROM: Russel Stukey
MEETING: November 7, 2022
SUBJECT: Monthly Staff Time Report
PRESENTER: Russel Stukey

Present staff update for month of October

Enclosures:

- 10, 2022 October staff time (DOCX)



Monthly staff time report to BOCC, for the month of October 2022

911

- 911 Working group monthly meeting
- Constantly working on radio system management, analyzing opportunities to lower the annual operating costs of the 911 system
- Ka-Comm is the vendor to move the Cambium Microwave equipment is still working on the project and hopes to have it in place within the next few weeks for testing

Emergency Management

- Attended department head meetings
- Helping to cover office duties due to open Admin Assistant position
- Attended several commission meetings
- Working with Cory in IT on county phone system paging and panic button options
- Attended USD 383 Active Violence planning meeting
- Assisted with Employee Day
- Attended Emergency Services Director meeting
- Participated in CPE safety committee meeting
- Onboarded new Administrative Assistant
- Attended CPS radio programming class 2 days
- Attended RCCC meeting in Salina
- Participated in Paylocity training videos
- Worked 2 KSU home football games
- Chaired NEKHSC meeting in Topeka
- Staff provided tours of the county for 3 RCPD candidates

Items awaiting legal review:

Mobile Command Post upgrade RFP documents

EM Coordinator Laurie Harrison activity EM/911:

- Conducted monthly siren test, Everbridge test, IPAWS test
- Participated in 911 working group meeting
- Paid Fire, EM and 911 invoices
- Attended KEMA conference meeting
- Served as KEMA treasurer
- Attended NEKEMA meeting
- Continue to review & update Emergency Operations Plan
- Conducted Everbridge training with new users
- Reviewed and updated data in Everbridge
- Reviewed and updated data in CRMCS
- Attended LEPC meeting


Riley County Emergency Management
Riley County Fire District #1

115 N. 4th Street
 Manhattan, Kansas 66501
 Phone: 785-537-6331
 Fax: 785-537-6331
www.rileycountyks.gov

- Attended IPPW
- Submitted LEPC compliance documents
- Staffed a booth at Night Out at City Park
- Participated in CISM at Wamego
- Renewed IPAWS certificate
- Attended IPAWS online webinar
- Submitted 2022 EMPG application
- Attended NE Regional Homeland Security Council Meeting
- Attended active violence exercise follow up meeting

EM Planner Baldwin Fisher:

- Staffed a booth at Night Out at City Park
- Continue to review & update Emergency Operations Plan
- Reviewed COOP- Nox Weed, Court
- Reviewed and updated ESF- 13,14
- Attended LEPC meeting
- Attended IPPW
- Submitted LEPC compliance documents

Fire

- Attended several department head meetings
- Continue to accept and process applications for volunteer firefighters
- Working with HR to update policy manual
- Working with HR on several personnel issues
- Revamping departmental Standard Operating Guidelines
- Attend Traffic Management Class
- Dealing with County Counsel regarding document requests
- Provided probationary firefighter training
- Covered emergency calls

Items awaiting legal review:

- a. University Park proposed fire station property legal description and agreement with UP board to swap property when new fire station is completed
- b. First responder agreement with the City of Randolph, Mercy Hospital Ambulance service (now Riley County EMS) and RCFD #1

Deputy Chief Doug Russell

- Responding to multiple calls
- Installed Skid unit on New B109



- Working with County shops on multiple truck services/ major repairs
- Attended advisory board
- B109 to decal shop
- B109 back from lights and siren upgrades.
- Completed SOGS handed out at advisory board
- Dealing with personnel issues.
- Decommissioned HB111 for parts on new truck builds
- Scheduling multiple pump repairs on pumpers.
- Hosted KU fire school Traffic Incident Management class at with MFD as well as in Randolph
- Working on B115 complete truck build.
-

Deputy Chief John Martens

- Responding to emergency calls
- Coordinating and training new staff during evening training sessions
- Coordinated and assisted with an extra evening training session for probationary firefighters to complete probationary skills
- Providing a 3-week officer development class this month for new and future leaders
- Handling personnel issues
- Specified, fitted, and ordered new firefighter PPE for 6 members
- Training new administrative assistant with assigned job duties and office tasks
- Processing new firefighter applications and working through the onboarding process
- Learning new Paylocity platform for volunteer stipend payroll, hiring and onboarding
- Ongoing work with RC Planning and Development staff on fire code and safety recommendations for new businesses
- Reviewing final feedback and revision to release revised Standard Operating Guidelines 1/1/2023
- Staffing Scorecard (as of 8/3/2022)

**Riley County Emergency Management****Riley County Fire District #1**115 N. 4th Street
Manhattan, Kansas 66501

Phone: 785-537-6331

Fax: 785-537-6331

www.rileycountyks.gov

Month End	October
New Applications	~11
Rejected / Withdrawn Candidates	
Interviews Conducted	
Hired Candidates	
Probationary Members	18
Trained Members	102
Active Staff	120
Terminations	
Resignations	
Retirements	

*Onboarding data not exact due to Paylocity candidate portal and transition from Civic HR, however staffing data is still accurate

Submitted by:

Russel Stukey, Emergency Services Director



HEALTH DEPARTMENT
Travel Request

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

COMMISSION AGENDA REPORT

FROM: **Thereasa Stewart**

MEETING: **November 7, 2022**

SUBJECT: **RCHD APRN request for out of state travel**

PRESENTER: **Julie Gibbs**

BACKGROUND

Colposcopy training is specific hands on training that is for the procedure of collecting a cervical biopsy. While a pap test can be done with general training, the test itself is considered a screening as the results can vary on a multitude of factors. The colposcopy is actually a biopsy of the tissue of the cervix. The biopsies are conducted as a result of an abnormal pap test and the procedure is actually diagnostic in nature. The rational behind biopsies is such that a pap test may only show a slight deviation in the cellular changes of the cervix, however there are times when the biopsy shows a more advanced state of cellular changes that allow us to remove the pre-cancerous cells in a timely manner before they become cancerous.

DISCUSSION

We currently contract with Women's Health Group (specifically Dr. Weber, MD). The provider has limited hours (approximately a 3 hour window monthly) to provide colposcopies. We have been averaging 6-8 colposcopies a month and would have the capability to incorporate them throughout the month, if we were to train our APRN to be able to provide this service. This is much better than bunching everyone together in a 3 hours time period that includes other appointments our collaborating physician has been referred to see. Many of our surrounding counties, as well as our community partners, such as Lafene, do not have the capability to provide such services to the populations they serve. The benefits include timelier services, less risk for advanced cancerous pathologies of the cervix, and being able to spread these services across the entire month.

FISCAL IMPACT

We have budgeted for training and travel in our family planning grant funds.

RECOMMENDATION(S)

I recommend the BOH approval out of state travel for Thereasa Stewart to attend the Coloscopy Training Courses in Tampa, Florida.

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:

- outofstatetravel (PDF)

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Thereasa Stewart APRN DEPARTMENT: Family Planning

POSITION TITLE: APRN DATE REQUESTED 10/28/2022

FUND: Family Planning

Travel From: Manhattan Date: 02/28/2022

Travel To: Tampa, Florida Date: 03/04/2022

Purpose of Travel: **Attend the hands on Colposcopy training through the ASCCP**

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

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

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	Plane, ground transportation	600
Lodging	\$179 x 4 nights	716
Meals	\$63 x 5 days	315
Registration/Fees	Registration for conference if submitted prior to 01/27/2023	1495
Other	Colposcopy training	480

Total Estimated Travel Costs: 3185

Requested by: Thereasa Stewart Date: 10-28-2022

Approved by:

Department Head: [Signature] Date: 10-31-22

Chairman: _____ Date: _____

Board of County Commissioners

Attest: _____ Date: _____

Riley County Clerk

cc: Department Head
Department Assistant

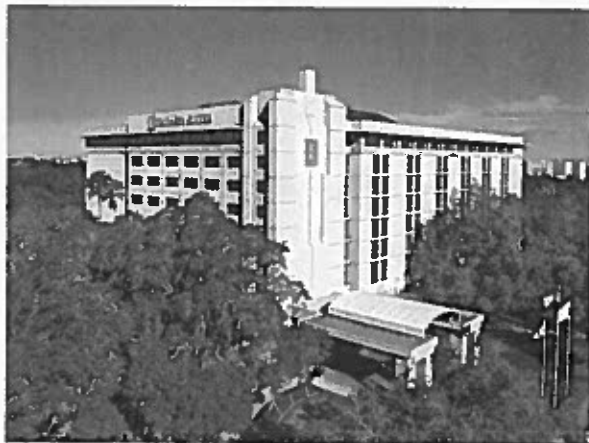
Search

Comprehensive Colposcopy Courses

Tampa, FL
March 01, 2023 - March 04, 2023

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[Program](#)
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Embassy Suites Tampa / USF

3705 Spectrum Boulevard Tampa, Florida, 33612, USA
 Phone: 813-977-7066
 \$179 / night
 Cut-off Date: January 27, 2023
 Book online: Coming Soon

Published on: 09/20/2022
 Last Revised on: 10/06/2022

Attachment: outofstatetravel (12953 : RCHD out of state travel request)

3. ASCCP is *Going Green*. A few days before the course, you will receive an email with links to the course program and the slide decks. Please download any documents you need before coming on-site (wifi in the hotel is typically not strong enough to download these large files). If you prefer print, please print your hardcopies and bring them with you.

4. Food Allergies and Vegetarian Requirements Please email meetings@asccp.org with your request at least two weeks before the start of the course. Any requests made after this date may not be able to be accommodated. No requests will be accepted on site.

Published on: 09/20/2022

Last Revised on: 10/06/2022



Improving lives through the prevention & treatment of anogenital & HPV-related d

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ASCCP, 23219 Stringtown Rd, #210, Clarksburg, MD 20871

Phone: 301-857-7877

Attachment: outofstatetravel (12953 : RCHD out of state travel request)

Search

Comprehensive Colposcopy Courses

Tampa, FL

March 01, 2023 - March 04, 2023

[Register Online](#)

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Registration Type	Early Bird (By 1/27/23)	Regular
ASCCP Physician Member	\$1095.00	\$1,195.00
Physician Non-Member	\$1,395.00	\$1,495.00
ASCCP Physician Assistant, Nurse/Nurse Practitioner/Midwife, Researcher Member	\$995.00	\$1095.00
Physician Assistant, Nurse/Nurse Practitioner/Midwife, Researcher Non-Member	\$1,245.00	\$1,345.00
ASCCP Trainee	\$595.00	\$695.00
Trainee Non-Member*	\$695.00	\$795.00

*Trainee Non-Members must submit proof that they are currently enrolled in a training program. Acceptable documents are a letter from your Department Chair or a Student ID.

Cancellation Policy: Written cancellation must be received at least 30 days prior to the start of the course. Any notice received by this time will be refunded, less a \$100.00 administrative fee. No refunds will be made after this time.

Registration is non-transferable.

PLEASE READ these Important registration notices:

1. Vaccination against COVID-19 is required. Masks are required.
2. By registering and purchasing access to this live, in-person, face-to-face event, you are agreeing to [ASCCP's COVID-19 And Any Other Communicable Or Infectious Disease Liability Waiver](#).



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ASCCP, 23219 Stingtown Rd, #210, Clarksburg, MD 20871

Phone: 301-857-7877

Attachment: outofstatetravel (12953 : RCHD out of state travel request)

Search

Comprehensive Colposcopy Courses

Tampa, FL
March 01, 2023 - March 04, 2023

[Register Online](#)

[Overview](#) [Hotel](#) [CME](#) [Faculty](#) [Pricing](#) [Program](#)
[Exhibits](#)

Subject to Change

Wednesday

6:30 AM – 8:00 AM
Registration

7:00 AM – 8:00 AM
Continental Breakfast/Visit Exhibits

8:00 AM – 8:10 AM
Welcome and Opening Remarks

8:10 AM – 8:40 AM
The Normal Cervix: Cytology, Colposcopy, and Histology

8:40 AM – 9:15 AM
Epidemiology of HPV and Cervical Cancer

9:15 AM – 10:00 AM
Performing Cervical Cytology Tests

10:00 AM – 10:20 AM
Break/Visit Exhibits

10:20 AM – 11:05 AM
Cervical Cancer Screening: New Approaches

11:05 AM – 11:35 AM
The Evolution of Lower Genital Tract Terminology

11:35 AM – 12:05 PM
Questions & Answers

12:05 PM – 1:00 PM
Lunch

1:00 PM – 1:35 PM
Colposcopy: Equipment and Supplies

1:35 PM – 2:15 PM
Colposcopy: The Procedure

2:15 PM – 2:30 PM
Questions & Answers

2:30 PM – 3:00 PM
Break/Visit Exhibits

3:00 PM – 3:30 PM
HPV Vaccines

Attachment: outofstatetravel (12953 : RCHD out of state travel request)

3:30 PM - 5:00 PM

- Breakout session A: Gallery of Images: The Normal Cervix, Squamous Metaplasia, and Transformation Zone
- Breakout session B: Common LGT Pathology Diagnosis
- Breakout Session C: Hands-On: "How to Focus"

Thursday

7:00 AM - 8:00 AM

Continental Breakfast/Visit Exhibits

8:00 AM - 8:15 AM

ASCCP Membership & the Colposcopy Mentorship Program

8:15 AM - 8:50 AM

Colposcopy of the Abnormal Transformation Zone

8:50 AM - 9:45 AM

ASC-US/LSIL/CIN1: Cytology, Colposcopy, and Histology with Case Studies and ASCCP 2019 Risk-Based Management Consensus Guidelines

9:45 AM - 10:15 AM

Q&A

10:15 AM - 10:30 AM

Break/Visit Exhibits

10:30 AM - 11:30 AM

HSIL/CIN2, 3: Cytology, Colposcopy, and Histology with Case Studies and ASCCP 2019 Risk-Based Management Consensus Guidelines

11:30 AM - 12:45 PM

Lunch

12:45 PM - 1:15 PM

Assessment of Cervical Lesions: Determining Where to Biopsy

1:15 PM - 1:45 PM

Establishing U.S. Standards for Colposcopy Terminology and Practice

1:45 PM - 2:15 PM

Q&A

2:15 PM - 2:45 PM

Break/Visit Exhibits

2:45 PM - 5:00 PM

- Breakout session A: Interactive Case Discussion and Slide Identification
- Breakout session B: Selecting Where to Biopsy
- Breakout Session C: Condyloma, LSIL, HSIL and Cancer

Friday

7:00 AM - 7:45 AM

Continental Breakfast/Visit Exhibits

7:45 AM - 8:45 AM

Warning Signs of Cervical Cancer: Colposcopy and Management of Microinvasive and Squamous Cell Carcinoma

8:45 AM - 9:15 AM

Q&A

9:15 AM - 10:15 AM

Glandular Lesions: Cytology, Colposcopy, and Histology with Case Studies and ASCCP 2013 Management Guidelines

10:15 AM - 10:30 AM

Break/Visit Exhibits

10:45 AM - 11:15 AM

Cervical Treatment: Indications, Ablative and Excisional Techniques and Outcomes

11:15 AM - 11:45 AM

Adolescents and Young Women: A Unique Population

11:45 PM - 1:00 PM

Lunch

1:00 PM - 1:45 PM

Cervical Cancer Risk & Prevention for Immunocompromised Populations

1:45 PM - 2:15 PM
Colposcopy in Pregnancy

2:15 PM - 2:45 PM
Q&A

2:45 PM - 3:00 PM
Break

3:00 PM - 3:30 PM
Risk Based Management Consensus Guidelines

3:30 PM - 6:00 PM

- Workshop A: Colposcopes, Cervical Biopsy, ECC and instrumentation
- Workshop B: LEEP of the Cervix
- Workshop C: Interesting and Complex Cases

Saturday

7:00 AM - 8:00 AM
Continental Breakfast

8:00 AM - 8:15 AM
Management of Pre-Malignant and Malignant Diseases of the Vagina

8:15 AM - 8:45 AM
Benign Conditions of the Vulva and Condyloma

8:45 AM - 9:30 AM
Management of Neoplastic Diseases of the Vulva: VIN and Vulvar Cancer

9:30 AM - 9:45 AM
Q&A

9:45 AM - 10:00 AM
Break

10:00 AM - 10:30 AM
Case Studies Using the the ASCCP Risk-Based Management Consensus Guidelines

10:30 AM - 11:00 AM
Putting It All Together

Published on: 09/20/2022
Last Revised on: 10/06/2022



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Phone: 301-857-7877

Attachment: outofstatetravel (12953 : RCHD out of state travel request)



HEALTH DEPARTMENT *Update*

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

COMMISSION AGENDA REPORT

FROM: Heather Ritchey
MEETING: November 7, 2022
SUBJECT: RCHD Approval of Child Care Licensing Updated Fees
PRESENTER: Julie Gibbs

BACKGROUND

The Riley County Health Department Child Care Licensing program is funded by the Kansas Department of Health and Environment (KDHE), Child Care Licensing (CCL) Bureau, Aid to Local grant, on a fiscal year basis. The grant monies are awarded to each County or Entity that applies for the Aid to Local grant, based on a formula that includes; the population of children under 15 years of age in the county, 2010 US Census Bureau data, number of child care facilities in the County and child care capacity of the previous year. Revenue from the program is also generated by fees. In March of 2014, BOH decided to charge facilities for Kansas Department of Health and Environment (KDHE) issued compliance checks and substantiated complaints. In July of 2019, the Board of Health approved to increase the Riley County Child Care Licensing Fees. Today we are requesting approval for:

- Increase in Substantiated Complaint Fees
- Increase in KDHE Compliance Check for more than one visit.
- Increase in the Initial Survey Fees
- Increase in Orientation Fee

DISCUSSION

1) Child Care Surveyors investigate complaints against child care facilities. If the complaint is substantiated, fee is imposed against the Child Care Provider (both homes and centers). So far in 2022 there have been 30 substantiated complaints. Complaint investigations include: a minimum of 2 facility visits; interviews of parents and facility staff; consultation with KDHE; and administrative paperwork necessary to process the complaint. They require an average of 5-6 hours staff time for every complaint. We propose increasing fees for substantiated complaints

from the current \$75 for homes/center to \$100 for homes and \$125 for centers. We would also propose an increase in \$25 per visit after the first visit. The fees for peer counties are similar. (See attached chart.)

2) CCL Initial fees have stayed the same since 2014. We are proposing an increase that would be similar to other counties across the state, increasing the initial fee for centers by \$70 and school age programs by \$20. Initial surveys for centers, preschools and school age programs require a minimum of 2 facility visits, measuring square footage of useable classroom space for the license, creating the terms of the license for KDHE and consultation with KDHE.

3) Child Care Surveyors offer “New Provider Orientation” in all regulated counties on a monthly basis for in home providers. Orientation for Daycare Centers is provided upon request. In addition to staff time to facilitate orientation, orientation costs include printing and materials for attendees. We propose a \$5 increase in fee for orientation (for a \$15 total charge). If attendees, become licensed, this \$15 fee can be applied towards their license application fee.

FISCAL IMPACT

Increases to the fee structure will generate additional needed revenue for the CCL program.

RECOMMENDATION(S)

Move to approve the Riley County Health Department’s proposed changes to the fee structure for Child Care Licensing in all Counties where the Riley County Health Department conducts Child Care Licensing surveys.

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:

- CCL fees 2023 (PDF)

LOCAL CHILD CARE LICENSING FEES EFFECTIVE JANUARY 1st, 2023

RILEY, GEARY, CLAY, DICKINSON, AND POTTAWATOMIE COUNTIES

LICENSING CHILD CARE HOMES

Type of Service or Facility	Initial and Annual Licensing Inspection (includes one compliance check)	KDHE compliance Check
Licensed Day Care Home	\$65.00	\$50.00 1st visit \$75.00 2nd visit \$100.00 3rd visit \$125.00 4th visit on
Group Licensed Day Care Home	\$65.00	Same as Licensed Homes
Substantiated Complaint	\$100.00	
Orientation	\$15.00 per person**	

CHILD CARE CENTERS, PRESCHOOLS, SCHOOL AGE PROGRAMS, & DROP IN PROGRAMS

Type of Service or Facility	Initial Survey	Annual Survey	Substantiated Complaint	KDHE Compliance Check	Orientation
Child Care Centers	\$175.00	\$125	\$125	\$50.00 1st visit \$75.00 2nd visit \$100.00 3rd visit \$125.00 4th visit on	\$25
Preschools	\$175.00	\$125	\$125	Same as centers	\$25
School Age Programs	\$100.00	\$85	\$125	Same as centers	\$25
Drop In Programs	\$100.00	\$85	\$125	Same as centers	\$25

RESOURCE AND REFERRAL AGENCY

Type of Facility	Initial and Annual Survey	KDHE Compliance Check
Resource & Referral	\$45.00	\$50.00

**Orientation fees for homes will be applied towards local initial fee when applying.

For questions or concerns contact Heather Ritchey, Supervisor at (785) 776-4779 Ext 7604 or hritchey@rileycountyks.gov

Attachment: CCL fees 2023 (12956 : RCHD CCL 2023 Fee Update)



PUBLIC WORKS
Change Order

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

COMMISSION AGENDA REPORT

FROM: Evan McMillan, Assistant County Engineer

MEETING: November 7, 2022

SUBJECT: Change Order #1 for the 2022 Asphalt Overlay Program

PRESENTER: Evan McMillan, Assistant County Engineer

A change order is required to close out the 2022 Asphalt Overlay Program. The total cost of the project came in lower than expected due to less material being required to complete the job.

The Change Order and updated Cost Estimate for this work is provided with this document.

Staff recommends approval.

POSSIBLE MOTION(S)

Move to approve the Change Order to reduce the total project cost to \$1,037,253.97

Move to decline the Change Order to reduce the total project cost to \$1,037,253.97

Move to table for further discussion.

Enclosures:

- Change Order (Final) (PDF)



CHANGE ORDER

Riley County, Kansas

CHANGE ORDER NUMBER: Final

CONTRACTOR: Shilling Construction

ADDRESS: 9620 East Highway 24
Manhattan, KS 66502

PROJECT NO. : 2022 Asphalt Overlay Program
PROJECT :

DESCRIPTION: Diebler Road, Messenger Road,
Rannells Road, McDowell Creek Road

BID ITEMS

ITEM NO.	ITEM DESCRIPTION	UNITS	CONTRACT QUANTITY	ADJUSTED QUANTITY	INCREASE/DECREASE	UNIT BID PRICE	INCREASE/DECREASE CONTRACT AMOUNT
2	Class A HMA - Commercial Overlay	TON	200.0	201.56	1.56	\$128.40	\$ 200.30
4	Class A HMA - Commercial Overlay	TON	425.0	410.27	-14.73	\$101.40	\$ (1,493.62)
6	Class A HMA - Commercial Overlay	TON	225.0	214.4	-10.60	\$123.40	\$ (1,308.04)
8	Class A HMA - Commercial Overlay	TON	11490.0	9932.84	-1557.16	\$93.25	\$ (145,205.17)
13	Class A HMA - Commercial Pavement Patching	TON	4.0	0.00	-4.0	\$170.00	\$ (680.00)
Subtotal							\$ (148,486.53)
TOTAL							\$ (148,486.53)

Amount of Original Bid:	\$1,185,740.50
Total of Previous Change Orders:	-
Amount of Change Order No. 1:	\$ (148,486.53)
Total Adjusted Contract Price:	\$1,037,253.97

BY: E. McMillen 11/01/2022
PROJECT ENGINEER DATE

BY: John Illman 11-2-2022
DIRECTOR OF PUBLIC WORKS DATE

BY: Eric Schwein 11/01/2022
CONTRACTOR DATE

BY: _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS DATE

Attachment: Change Order (Final) (12962 : Change Order #1 - 2022 Asphalt Overlay Program)

Vendor # 5416.001
001-040-4160 #103,725.4
FUND DEPT OBJ PROJ

Signature: [Signature]



RILEY COUNTY, KANSAS

CONTRACTOR'S PAYMENT ESTIMATE NO. 3 Final

PAY TO: Shilling Construction ADDRESS: 9620 East Highway 24
 Manhattan, KS 66502

PROJECT : 2022 Asphalt Program DESCRIPTION: Diebler Road, Messenger Road,
 PROJECT NUMBER: Rannells Road, McDowell Creek Road

PAYMENT PERIOD: PAID THRU 10-25-2022

PERCENT OF WORK COMPLETED: 100.00% TOTAL CONTRACT AMOUNT: \$ 1,185,740.50

ITEM NO.	ITEM DESCRIPTION	UNITS	CONTRACT QUANTITY	ADJUSTED CONTRACT QUANTITY	TOTAL QUANTITY TO DATE	UNIT PRICE	AMOUNT EARNED TO DATE
Diebler Road 2243							
2	Class A HMA - Commercial Overlay	ton	200.0	200.0	201.56	\$ 128.40	\$ 25,880.30
13	Class A HMA-Commercial Pavement Patching	ton	1.0	1.00	-	\$ 170.00	-
Messenger Road 2241							
3	Asphalt Pavement Milling	sq. yd	4,595.0	4,595.0	4,595.0	\$ 2.40	\$ 11,028.00
4	Class A HMA - Commercial Overlay	ton	425.0	425.0	410.27	\$ 101.40	\$ 41,601.38
13	Class A HMA-Commercial Pavement Patching	ton	1.0	1.0	-	\$ 170.00	-
Rannells Road 2242							
5	Asphalt Pavement Milling	sq. yd	2,420.0	2,420.0	2,420.0	\$ 2.50	\$ 6,050.00
6	Class A HMA - Commercial Overlay	ton	225.0	225.0	214.40	\$ 123.40	\$ 26,456.96
13	Class A HMA-Commercial Pavement Patching	ton	1.0	1.0	-	\$ 170.00	-
McDowell Creek Road 2240							
8	Class A HMA - Commercial Overlay	ton	11,490.0	11,490.0	9,932.8	\$ 93.25	\$ 926,237.33
13	Class A HMA-Commercial Pavement Patching	ton	1.0	1.0	-	\$ 170.00	-



10/25/2022



Riley County Public Works
6216 Tuttle Creek Blvd.
Manhattan, KS 66503
785-837-6330
Fax 785-885-6288

BY: <u>E. Miller</u>	DATE: <u>10/25/2022</u>	TOTAL AMOUNT EARNED	\$1,037,253.97
PROJECT ENGINEER		LESS RETAINED	-
APPROVED: RILEY COUNTY, KANSAS		NET AMOUNT	\$1,037,253.97
I HEREBY CONCUR IN THE FOREGOING RECOMMENDATION.		LESS PREVIOUS PAYMENTS \$	933,528.57
		AMOUNT DUE THIS ESTIMATE	\$103,725.40
BY: <u>Eric Schrein</u>	DATE: <u>10/25/2022</u>		
CONTRACTOR			
BY: <u>[Signature]</u>	DATE: <u>10-28-2022</u>		
DIRECTOR OF PUBLIC WORKS			

BATCH #: 22-022
ACTIVITY ID: 25463
LOCATION CODE: 89072
TASK CODE: 4100
FUND CODE: 601-640
PROJECT #: 2243

BATCH #: 22-022
ACTIVITY ID: 254629
LOCATION CODE: 12468
TASK CODE: 4100
FUND CODE: 601-640
PROJECT #: 2243

BATCH #: 22-022
ACTIVITY ID: 25463
LOCATION CODE: 89072
TASK CODE: 4100
FUND CODE: 601-640
PROJECT #: 2243

BATCH #: 22-022
ACTIVITY ID: 254630
LOCATION CODE: 89071
TASK CODE: 4100
FUND CODE: 601-640
PROJECT #: 2243