



**Board of Riley County
Commissioners
Regular Meeting
Agenda
November 16, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

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

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

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

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Fancy Creek Rd Bridge Replacement Project No. K.0-6.2
4. Intergovernmental Luncheon topics and attendees
5. Approve payroll/accounts payables (when completed)

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Nov 13, 2023 8:30 AM

Review Tentative Agenda

7. Tentative Agenda

Press Conference Topics

8. Discuss Press Conference

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

9. Administrative Work Session

9:50 AM

Canvass for General Election

10. Procedures for Canvass of Ballots

10:00 AM

Gary Fike, County Extension Director

11. Extension Staff Report

10:15 AM

Julie Gibbs, Health Department Director

12. Out of State Travel Request for Julie Gibbs

- 10:25 AM** **David Adams, EMS/Ambulance Director**
13. EMS/Ambulance Staff Update
- 10:50 AM** **Kevin Larson, Riley County Council on Aging**
14. Riley County Council on Aging update
- 11:05 AM** **Shelley Woodard, Deputy County Counselor**
15. Keats Sewer Project Feasibility Public Hearing
- 4:00 PM** **Joint City/County/County Meeting (at City Offices)**
16. City/County/County Meeting Agenda

Adjournment**Announcements**

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

The Northeast Kansas County Officials Meeting will be held Friday, November 17th at 8:00 a.m. at the Meadowlark Extension Building at 1615 Branch Street, Seneca, Kansas.

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



PUBLIC WORKS
Contract

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

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Admin Asst II

MEETING: November 16, 2023

SUBJECT: Fancy Creek Rd Bridge Replacement Project No. K.0-6.2

PRESENTER: Evan McMillan, Asst Public Works Director

On October 19, 2023 during the regularly scheduled Board of County Commissioners Meeting, Riley County Commissioners accepted the Bid from Reece Construction Co., Inc. on the above mentioned project. Attached for your approval is the contract with Reece Construction Co., Inc. for the Fancy Creek Road Bridge Replacement Project No. K.0-6.2 in the amount of \$361,981.98.

This is a sales tax funded project.

POSSIBLE MOTION(S)

Move to sign and approve the contract from Reece Construction Co., Inc. in the amount of \$361,981.98.

Enclosures:

- Contract signed by Reece Construction (PDF)
- Performance Bond Reece Construction (PDF)
- Riley-County-Public_Reece-Construct_22-23-Standard_11-10-2023_380620134 (PDF)
- Statutory Bond_Reece Construction (PDF)

CONTRACT AGREEMENT

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

WITNESSETH:

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

Fancy Creek Road Bridge Replacement Project No. K.0-6.2

In accordance with the drawings, specifications, and other contract documents prepared by Schwab- Eaton, 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 **90 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 later by bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the Owner and all its officers, agents, representatives, and servants against any claim or liability from or based on the violation of any such law, bylaw, ordinance, regulation, order, or decree whether by himself, his employees, or his subcontractors.

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

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

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

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

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

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

ARTICLE VIII. The Owner shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as compensation therefore, the unit bid prices stipulated in the Proposal attached hereto for the various items of work in accordance with the provisions of the contract documents. The total contract price shall be determined on the basis of the actual quantities of work performed and materials furnished as authorized and determined in accordance with the provisions of the contract documents. The total bid price, determined on the basis of approximate quantities listed in the above mentioned Schedule of Bid Prices is in the amount of **Three Hundred Sixty-One Thousand, Nine Hundred Eighty-one Dollars and Ninety-eight cents (\$361,981.98).**

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

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

Kathryn Focke, Chairperson

REECE CONSTRUCTION CO., INC.

By _____

Title _____

Address _____

Reece Construction Co., Inc.
PO BOX 3227
Salina Kansas 67402-3227

ATTEST: County Clerk

* * * * *

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

County Counselor

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

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

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

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

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

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

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

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

relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

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

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

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

14. **TERM AND TERMINATION.**

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

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

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

- 14.3 Termination for Convenience.** County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Contractor, stating the effective date of the termination for convenience.
- 14.4 Payment Calculation Upon Termination.** In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute.
- 15. INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.
- 16. PERSONNEL.**
- 16.1 Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.
- 16.2 Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- 16.3 Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
Kathryn Focke, Chairperson

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Contractor

REECE CONSTRUCTION CO., INC.

By: Marumel Foster
Name

11/8/23
Date

Attachment: Contract signed by Reece Construction (14297 : Contract Fancy Creek Rd. Bridge Replacement)

PERFORMANCE BOND

Bond No. K41790428

KNOW ALL MEN BY THESE PRESENTS

that the Contractor Reece Construction Co., Inc. of Salina, KS, as

principal, and as surety Pacific Indemnity Company

a corporation authorized under the laws of the State of WI

with general offices in Whitehouse Station, NJ

and authorized to transact business in the State of Kansas are held and firmly bound unto

Riley County, Kansas as Owner, in the penal sum of **Three Hundred Sixty-One Thousand, Nine Hundred Eighty-one Dollars and Ninety-eight cents (\$361,981.98)** lawful money of the United States, for the payments of which sum well and truly to be made, said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

Kansas as Owner, dated _____ day of _____, 20____, for the furnishing

of all materials and labor and doing all the work of whatever kind necessary to construct a

Fancy Creek Road Bridge Replacement Project No. K.0-6.2

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

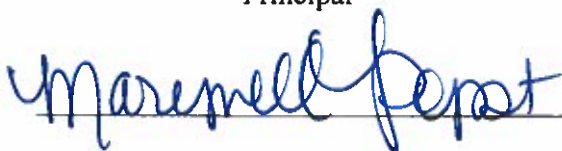
NOW THEREFORE, if said principal shall well and truly perform all of the covenants, conditions and obligations of said Agreement on the part of said principal to be performed, and shall hold the Owner harmless against all claims, loss of damage which it may sustain or suffer by reason of any breach of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

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

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

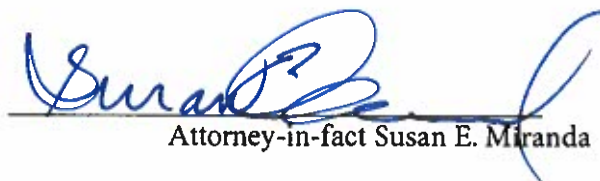
Reece Construction Co., Inc.

Principal



Pacific Indemnity Company

Surety



Attorney-in-fact Susan E. Miranda

Surety Phone No. 215-640-1000

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

CHUBB®**Power of Attorney**

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

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

Surety Bond No. K41790428

Obligee: Riley County, Kansas

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 5th day of April, 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 5th day of April, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi

Notary Public

CERTIFICATION

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

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

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

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

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

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

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

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **3.c**
11/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. P.O. Box 419013 Kansas City MO 64105		CONTACT NAME: Jen Pellegrino PHONE (A/C, No, Ext): 816-842-4800 E-MAIL ADDRESS: jpellegrino@thomasmcgee.com FAX (A/C, No): 816-472-5018	
INSURED Reece Construction Co. Inc. P.O. Box 3227 Salina KS 67402		INSURER(S) AFFORDING COVERAGE	
REECE-1		INSURER A: Charter Oak Fire Insurance Company 25615	
		INSURER B: Travelers Indemnity Company of Connecticut 25682	
		INSURER C: Travelers Property Casualty Company of America 25674	
		INSURER D: MIDWEST BUILDERS' CASUALTY MUTUAL 13126	
		INSURER E:	
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 380620134 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	DT-CO-0P876413-COF-22	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	810-0P902994-22-26-G	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	CUP-0P923130-22-26	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC100-0000476-2022A	12/1/2022	12/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Fancy Creek Road Bridge Replacement. Project No: K.0-6.2.
Riley County Public Works, Riley County Board of County Commissioners and Riley County, Kansas are included as additional insured when required by written contract. Waiver of subrogation applies when required by written contract and as allowed by law.

CERTIFICATE HOLDER Riley County Public Works 6215 Tuttle Creek Blvd Manhattan KS 66503	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Attachment: Riley-County-Public_Reece-Construct_22-23-Standard_11-10-2023_380620134 (14297 : Contract Fancy Creek Rd. Bridge

STATUTORY BOND

Bond No. K41790428

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

that the Contractor Reece Construction Co., Inc., as principal, and as surety Pacific Indemnity Company a corporation authorized under the laws of the State of WI with general offices in Whitehouse Station, NJ and authorized to transact business in the State of Kansas are held and firmly bound unto the State of Kansas in the penal sum of **Three Hundred Sixty-One Thousand, Nine Hundred Eighty-one Dollars and Ninety-eight cents (\$361,981.98)** lawful money of the United States, for the payment of which sum well and truly to be made, said principal and surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

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

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

Kansas as Owner, dated _____, 20____, for the furnishing of all materials and

labor and doing all the work of whatever kind necessary to construct a

Fancy Creek Road Bridge Replacement Project No. K.0-6.2

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

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

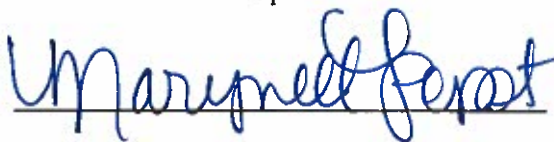
The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it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

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

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

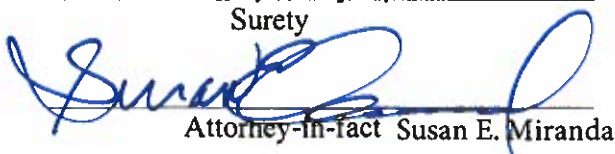
Reece Construction Co., Inc.

Principal



Pacific Indemnity Company

Surety



Attorney-in-fact Susan E. Miranda

Surety Phone No. 215-640-1000

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



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

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

Surety Bond No. K41790428

Obligee: Riley County, Kansas

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 5th day of April, 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 5th day of April, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

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

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

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

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

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

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

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



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



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

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Small Business Saturday Proclamation

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:30 AM

Press Conference

2. Small Business Saturday Proclamation - Kathryn Focke and Peete Frasco (3-5 minutes)

9:40 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

10:00 AM

Julie Gibbs, Health Department Director

4. Progress of the Community Health Educator

11:00 AM

Executive Sessions to discuss department head evaluations

5. 11:00 Amanda Webb, Planning/Special Projects Director
6. 11:20 Katharine Hensler, Museum Director

12:00 PM

Law Enforcement Agency Meeting

Adjournment

Announcements

Attachment: 11-20-23 tentative agenda (12888 : Tentative Agenda)

Riley County Offices will be closed Thursday, November 23rd and Friday, November 24th in observance of the Thanksgiving Day holiday.

The Board of County Commissioners will not be in session Thursday, November 23rd.

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



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

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Press Conference Topics

Review Tentative Agenda

9:00 AM

Katharine Hensler, Museum Director

1. Staff update

9:15 AM

Lori Feldkamp, Big Lakes Developmental Center Director

2. Big Lakes Developmental Center update

9:30 AM

Press Conference

9:40 AM

Amanda Webb, Planning/Special Projects Director

3. Comprehensive Plan update

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

12:00 PM

Intergovernmental Luncheon

Adjournment

Attachment: 11-27-23 tentative agenda (12888 : 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: 11-27-23 tentative agenda (12888 : Tentative Agenda)



COUNTY CLERK & ELECTIONS
Meeting information

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

COMMISSION AGENDA REPORT

FROM: Rich Vargo, County Clerk
MEETING: November 16, 2023
SUBJECT: Procedures for Canvass of Ballots
PRESENTER: Rich Vargo, County Clerk

Enclosures:

- 2023ElectionCanvassProcedures (DOC)

November 16, 2023

Procedures for Canvass of Ballots

1. The Canvassing Board will be presented a copy of the 2023 General Election Canvass Report. The Canvass Report will have the total numbers of ballots cast for each polling location.
2. Riley County Clerk's Office staff will read through each individual polling location results and present to the Canvassing Board recommendations for the provisional ballots being accepted, partially counted or rejected and the reason why rejected.
3. The Board of Canvassers can then ask for any further verification of the recommended status of the provisional ballots presented.
4. The Board of County Canvassers move to approve the valid provisional ballots upon completion of the partial count provisional ballots and certify the Official Election Results of the 2023 General Election.
5. The review board in the County Clerk's Office will process the valid provisional ballots.
6. The Riley County Clerk will then tabulate the valid provisional ballots.
7. Once the provisional ballots, partial county provisional ballots and hand counted ballots have been processed and tabulated, the Final Canvass Results will be placed on the Riley County website and sent to the Secretary of State's Office.



EXTENSION
Staff Update

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

STAFF REPORT

FROM: Gary Fike
MEETING: November 16, 2023
SUBJECT: Extension Staff Report
PRESENTER: Gary Fike

Gary Fike, County Extension Director will present an extension staff report

Enclosures:



HEALTH DEPARTMENT
Travel Request

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: November 16, 2023

SUBJECT: Out of State Travel Request for Julie Gibbs

PRESENTER: Julie Gibbs

FISCAL IMPACT

No cost to the county since Julie is a state representative for health departments. This would be paid for through PHAB.

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:

- OUT OF STATE Travel RequestNew (DOCX)
- 21C Learning Community Convening - Tentative Agenda for Participants (February 2024) v2 (002) (PDF)

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Julie Gibbs **DEPARTMENT:** RCHD - Admin

POSITION TITLE: Directro **DATE REQUESTED** 11-16-23

FUND: NA

Travel From: Manhattan, KS **Date:** 2-20-24

Travel To: Sante Fe, NM **Date:** 2-22-24

Purpose of Travel:

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

☐ Administratively determined to be to the advantage of Riley County

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

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	Flights from MHK to Sante Fe	\$510
Lodging	Hotel for 2 nights	\$278
Meals	9 meals for 3 days	\$156
Registration/Fees	0	
Other		

Total Estimated Travel Costs: 944

Requested by: _____ **Date:** _____

Approved by:

Department Head: _____ **Date:** _____

Chair: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant

Tentative Agenda for Participants

Convening Goals:

- Discuss current status of public health transformation across the 18 21C states.
- Share strategies and innovations amongst the learning community.
- Develop actionable strategies in areas related to public health systems and infrastructure.

Day 1: Wednesday, February 21st	
Time (MT)	Topic and Goals
9AM (30 minutes)	Welcome Session: Overview of Convening and Icebreaker Activity <i>This session will create a foundation for the convening and give participants a chance to get to know one another.</i>
9:30AM (75 minutes)	Visioning Session: Reimagining Public Health into the Future <i>This session will guide participants through exercises that examine scenarios many years into the future in order to develop a new vision for public health.</i>
10:45AM (75 minutes)	Working Session: Asset Mapping and Planning <i>This session will guide participants through exercises that identify the strengths and resources of 21C states in order to start to uncover solutions and address shared challenges.</i>
12PM (60 minutes)	Lunch
1PM (90 minutes)	Learning Session: Tribal Public Health Transformation <i>This session will share learnings from Tribal experts and 21C states that have engaged Tribes in their public health transformation efforts.</i>
2:30PM (15 minutes)	Break
2:45PM (90 minutes)	Roundtable Sessions: Sharing State-specific Work <i>This session will allow participants to learn more about and engage with other states on specific current activities. States should plan and be prepared to share 1-2 new things they are working on – more details will be shared soon.</i>
4:15PM (45 minutes)	Open Forum Session: Group Learnings and Reflections <i>This session will allow participants to reflect on the first convening day by sharing immediate learnings and asking questions to each other.</i>
5PM	Adjourn

Location: Drury Plaza Hotel Santa Fe
 828 Paseo de Peralta, Santa Fe, NM 87501

Day 2: Thursday, February 22nd

Time (MT)	Topic and Goals
9AM (15 minutes)	Welcome Session: Reflections <i>This session will welcome participants back to the convening and engage in reflection and discussion from the first day.</i>
9:15AM Round 1: 9:15-10AM Round 2: 10-10:45AM Break: 10:45-11AM Round 3: 11-11:45AM	Roundtable Sessions: Peer Sharing and Discussion (3 Rounds at 45 minutes each) <i>This session will allow participants to join roundtables on the topics below and others to be identified:</i> • <u>Affinity Group Learnings</u> – share and discuss what the groups are working on, what they are learning, and what products are being developed. • <u>FPHS in Action</u> – share and discuss specific examples of the Foundational Capabilities and Areas in practice. • <u>Everything PHIG</u> – share and discuss PHIG activities, challenges, and needs. • <u>Understanding and Communicating Data</u> – share and discuss needs, challenges, successes, and what communication strategies have worked/need improvement. • <u>Workforce Roundup</u> – share and discuss workforce activities that have been implemented and what has worked and/or what hasn't worked.
11:45AM (60 minutes)	Lunch
12:45PM (60 minutes)	Working Session: PHAB Products and Resources <i>This session will allow participants to provide feedback on various products and resources related to 21C and transformation efforts.</i>
1:45PM (15 minutes)	Break
2:00PM (90 minutes)	Working Session: The Future of 21C and Learning Community Planning <i>This session will build off the previous sessions and allow participants to share and discuss their needs, current priority topics, and the future direction of 21C. Additionally, PHAB will share plans for the remainder of the year, including integration with PHIG activities.</i>
3:30PM (30 minutes)	Open Forum Session: Group Learnings and Reflections <i>This session will allow participants to reflect on the convening by sharing immediate learnings and asking questions to each other.</i>
4PM	Adjourn Thank you for joining us and travel safely home!

Location: Drury Plaza Hotel Santa Fe
 828 Paseo de Peralta, Santa Fe, NM 87501



EMS/AMBULANCE
Staff Update

David Adams
EMS/Ambulance
Director
2011 Claflin Rd
Manhattan, KS 66502
Phone: 785-539-3535

STAFF REPORT

FROM: David Adams, EMS/Ambulance Director
MEETING: November 16, 2023
SUBJECT: EMS/Ambulance Staff Update
PRESENTER: David Adams, EMS/Ambulance Director

Operations

Calls for service.

October- 477

911-Call volume by station:

Medic 11 located at 2011 Claflin Rd:170

Medic 21 located at 11th & Poyntz: 136

Medic 31 located at 3060 TCB (Riley County Public Works): 72

Medic 41 located at Manhattan Regional Airport: 70

Medic 51- Leonardville: 29

The rest of the calls (if applicable) are for event standbys and supervisors writing reports.

Working on new building construction related topics. HQ MEP is 90% Complete, nothing new to report.

Leonardville station- finishing up some small items.

Sign is up and looks good and grass is starting to come in.

Staff Report (ID # 14298)

Meeting of November 16, 2023

Participate in Mental Health Working Group (Josh) and Task Force (David)

Participate in Opioid Working Group (Josh) and Task Force (David)

Staff are working through their evaluations.

Department Inventory.

Assisted MFD with live burn exercises.

Board of EMS Inspection- no deficiencies found.

Event Standbys: 19

Education

100% review of all calls.

Review of data metrics to identify trends.

Credentialing tests at all levels.

Year-end reporting and building schedule for 2024 calendar.

Community Outreach:

Car seat check lanes.

Multiple Community demonstrations of our trucks and equipment.

Homecoming Parade

Veterans Day Parade

Howl n Prowl

Multiple Trick or Treating events

Enclosures:

- Operations (PDF)
- Education (PDF)
- EOM Reports - BOCC (PDF)

Number:
Inspector: JAMES REED
Date: Oct 25, 2023

Kansas Board of Emergency Medical Services

13.a

900 S.W Jackson, LSOB, Room 1031
Topeka, KS 66612
785-296-7296

Ambulance Service Inspection

RILEY COUNTY EMS (1650)
Expiration Date:
Apr 29, 2024

Service Inspection

No.	Item				
1	Each operator shall produce the ambulance service permit and service records upon request of the board.	C	NC-C	NC	N/A
2	The ambulance service director shall be responsible for maintaining a current list of the ambulance service's attendants.	C	NC-C	NC	N/A
3	Each operator must notify the board of each addition or removal of an attendant from the attendant roster within seven days of the addition or removal.	C	NC-C	NC	N/A
4	Each operator shall maintain a current duty roster that demonstrates compliance withK.S.A. 65-6135, and amendments thereto. The duty roster shall reflect appropriate staffing for the service and ambulance type as specified in K.A.R. 109-2-6 and 109-2-7.	C	NC-C	NC	N/A
5	Each ground ambulance service shall have a method of receiving calls and dispatching ambulances that ensures that an ambulance leaves the station within an annual average of five minutes from the time an emergency call is received by the ambulance service.	C	NC-C	NC	N/A

*Radio and Telephone Communication

☒ yes ☐ no

*Inter-Facility Transfers

☒ yes ☐ no

*Emergency Driving and Vehicle Operations

☒ yes ☐ no

*DNR, power of attorney, and living wills

☒ yes ☐ no

*Multiple Victim and Mass Casualty Incident

☒ yes ☐ no

*Hazardous Material Incident

☒ yes ☐ no

*Infectious Disease Control

Attachment: Operations (14298 : Staff Update)

☒ yes ☐ no

13.a

***Crime Scene Management**

☒ yes ☐ no

***Documentation of Patient Reports**

☒ yes ☐ no

***Consent and Refusal of Treatment**

☒ yes ☐ no

***Management of Firearms and Other Weapons**

☒ yes ☐ no

***Mutual Aid**

☒ yes ☐ no

***Patient Confidentiality**

☒ yes ☐ no

***Extrication**

☒ yes ☐ no

6	Each ambulance service operator shall develop and implement operational policies or guidelines, or both, that have a table of contents and address policies and procedures for each of the following topics: (1) Radio and telephone communications; (2) inter-facility transfers; (3) emergency driving and vehicle operations; (4) do not resuscitate (DNR) orders, durable powers of attorney for health care decisions, and living wills; (5) multiple-victim and mass-casualty incidents; (6) hazardous material incidents; (7) infectious disease control; (8) crime scene management; (9) documentation of patient reports; (10) consent and refusal of treatment; (11) management of firearms and other weapons; (12) mutual aid, which means a plan for requesting assistance from another resource; (13) patient confidentiality; (14) extrication of persons from entrapment; and (15) any other procedures deemed necessary by the operator for the efficient operation of the ambulance service.	C	NC-C	NC	N/A
7	If an operator's medical protocols or equipment list is amended, a copy of these changes shall be submitted to the board by the ambulance service operator within 15 days of implementation of the change.	C	NC-C	NC	N/A
8	Each operator shall maintain a daily record of each request for ambulance response. This record shall include the date, time of call, scene location, vehicle number, trip number, caller, nature of call, and disposition of each patient. K.A.R 109-2-5(n)	C	NC-C	NC	N/A
9	Each operator shall ensure that documentation is completed for each request for service and for each patient receiving patient assessment, care, or transportation. Each operator shall maintain a copy of the patient care documentation for at least three years.	C	NC-C	NC	N/A
10	Service is reporting patient care data to Kansas Board of EMS. K.A.R. 109-2-5(m) K.S.A. 65-6153(b)	C	NC-C	NC	N/A

Attachment: Operations (14298 : Staff Update)

Each operator shall provide a quality improvement or assurance program that establishes medical review procedures for monitoring patient care activities. This program shall include policies and procedures for reviewing patient care documentation. Each operator shall review patient care activities at least once each quarter of each calendar year to determine whether the ambulance service's attendants are providing patient care commensurate with the attendant's scope of practice and local protocols. K.A.R 109-2-5(r)

C

NC-C

NC

N/A

12

Review of patient care activities shall include quarterly participation by the ambulance service's medical director in a manner that ensures that the medical director is meeting the requirements of K.S.A. 65-6126, and amendments thereto. K.A.R109-2-5(r)

C

NC-C

NC

N/A

13

Each operator shall ensure that documentation of all medical reviews of patient care activities is maintained for at least three years.

C

NC-C

NC

N/A

14

Each operator shall park all ground ambulances in a completely enclosed building with a solid concrete floor. Each operator shall maintain the interior heat of the enclosed building at no less than 50 degrees Fahrenheit. Each operator shall ensure that the interior of the building is kept clean and has adequate lighting. Each operator shall store all supplies and equipment in a clean and safe manner. K.A.R 109-2-5(g)

C

NC-C

NC

N/A

***Are there deficiencies in vehicle inspections?**

☐ yes ☒ no

***Is the service required to submit corrective documentation?**

☐ yes ☒ no

***Does service have all required Clinical Laboratory Improvement Amendments (CLIA) waivers?**

☒ yes ☐ no

***Is Kraf Grant equipment available and maintained in working condition**

☐ yes ☐ no ☒ n/a

KRAF Grant equipment

***Does service have destination protocol for stroke?**

☐ yes ☒ no

***Does service have destination protocol for cardiac?**

☐ yes ☒ no

***Does service have destination protocol for trauma?**

☐ yes ☒ no

***Does service have destination protocol for burns?**

☐ yes ☒ no

***Does service have destination protocol for sepsis?**

☐ yes ☒ no

***Does service have destination protocol for pediatrics?**

☐ yes ☒ no

*Does service have destination protocol for highly infectious contagious disease?

☐ yes ☒ no

13.a

*Does service have destination protocol for renal failure/dialysis?

☐ yes ☒ no

Signature validated questions

The following are validated with the signature of the responsible party.

*For the purpose of this audit, the service grants the KBEMS representative to access patient care data from ImageTrend Elite.

☒ Yes ☐ No

*The service verified that all narcotics and medications were accounted for following vehicle inspections.

☒ Yes ☐ No

*The service has been briefed on all deficiencies and required corrective action.

☒ Yes ☐ No

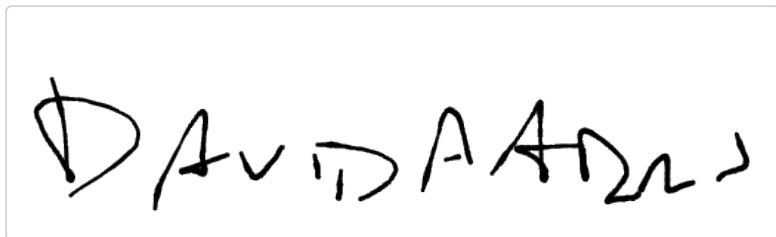
Comments:

Passed

Total: 0 deficiencies of 14 items

▼ Responsible Party Signoff

*



*First Name:

David

*Last Name:

Adams

Certification Number:

8432

Attachment: Operations (14298 : Staff Update)

RILEY COUNTY EMS (1650)

Expiration Date:
Apr 29, 2024

Page 1

Section 1

No.	Item			
1	"Continuing Education" shall mean a formally organized learning experience that has education as its explicit principal intent and is oriented towards the enhancement of EMS practice, values, skills, and knowledge. K.A.R. 109-5-1(a)	C	N/A	NC
2	Each quality management plan shall, at a minimum, include a review and analysis by the medical director and program manager of each completed course and the instructor evaluations. K.A.R. 109-1-1(jj)	C	N/A	NC
3	Submit written notification and the content of each change in the quality management plan to the board no later than seven days after the effective date of the change. K.A.R. 109-17-1(a)(5)	C	N/A	NC
4	Each sponsoring organization shall maintain the following course records for each prior-approved continuing education class for at least three years from the last date of class: (1) Course educational objectives; (2) completed course attendance sheet; (3) a completed copy of each student's evaluation of the class and each instructor; and (4) a copy of the submitted training report.. K.A.R. 109-17-4(d)	C	N/A	NC
5	Documentation of completion of approved continuing education shall verify the following for each continuing education course completed: (1) The name of the provider of the continuing education course; (2) the name of the individual being issued the continuing education credit; (3) the title of the continuing education course; (4) the date or dates on which the course was conducted; (5) the location where the course was conducted; (6) the amount of continuing education credit issued to the individual; and (7) the course identification number. K.A.R. 109-5-1(g)	C	N/A	NC
6	Notify the board of any change in the program manager and/or medical director within seven days of the change. K.A.R. 109-17-1(a)(2) and K.A.R 109-5-1(b)(5)	C	N/A	NC

Attachment: Education (14298 : Staff Update)

Ensure that EMS training equipment and supplies, including simulation models and empty pharmaceutical packages or containers for pharmaceutical training that are necessary to facilitate the teaching of all psychomotor skills being provided, meet the following requirements: (A) Are available for use with the class; (B) are functional, clean, serviceable, and in sufficient quantity to ensure that no more than six students are practicing together on one piece of equipment at any one time; and (C) are functional, clean, and provided in sufficient quantity for each student to utilize without sharing if the equipment or supplies are for the purpose of protecting the student from exposure to bloodborne or airborne pathogens. 109-17-1(a)(6)

C

N/A

NC

8

Each didactic instructor and each instructor for medical skills shall possess certification, registration, or licensure in the subject matter or medical skills being taught. Each instructor for nonmedical skills shall have technical training in and shall possess knowledge and expertise in the skill being taught K.A.R. 109-17-1(a)(7)(A)(B)

C

N/A

NC

9

Maintain records of all individuals used as instructors or lab assistants to provide training for at least three years from the last date of class. These records shall include the following: (A) The individual's name and qualifications; (B) the subject matter that the individual taught, assisted in teaching, or evaluated; (C) the dates on which the individual instructed, assisted, or evaluated; (D) the students' evaluation of the individual. K.A.R. 109-17-1(a)(8)

C

N/A

NC

10

Current list of instructors is available. K.A.R. 109-17-1(b)(3)

C

N/A

NC

11

Submit written notification of each addition or removal of a qualified instructor to the board within seven days of the addition or removal. K.A.R.109-17-1(b)(4)

C

N/A

NC

Comments:

Passed

Total: 0 deficiencies of 11 items

▼ Responsible Party Signoff

*



*First Name:

Alexander

*Last Name:

Protzman

Certification Number:

44471

Attachment: Education (14298 : Staff Update)

EMS RESPONSES BY DAY OF THE WEEK		
Weekday	Count	Percent
01 - Sunday	72	15%
02 - Monday	82	17%
03 - Tuesday	79	16%
04 - Wednesday	39	8%
05 - Thursday	66	14%
06 - Friday	60	13%
07 - Saturday	79	18%
TOTAL	477	

EMS RESPONSES BY HOUR OF DAY		
Hour Range	Count	Percent
00:00:00 - 00:59:59	20	4%
01:00:00 - 01:59:59	19	4%
02:00:00 - 02:59:59	16	3%
03:00:00 - 03:59:59	9	2%
04:00:00 - 04:59:59	5	1%
05:00:00 - 05:59:59	6	1%
06:00:00 - 06:59:59	10	2%
07:00:00 - 07:59:59	14	3%
08:00:00 - 08:59:59	19	4%
09:00:00 - 09:59:59	35	7%
10:00:00 - 10:59:59	13	3%
11:00:00 - 11:59:59	14	3%
12:00:00 - 12:59:59	19	4%
13:00:00 - 13:59:59	18	4%
14:00:00 - 14:59:59	27	6%
15:00:00 - 15:59:59	30	6%
16:00:00 - 16:59:59	24	5%
17:00:00 - 17:59:59	30	6%
18:00:00 - 18:59:59	26	5%
19:00:00 - 19:59:59	26	5%
20:00:00 - 20:59:59	28	6%
21:00:00 - 21:59:59	21	4%
22:00:00 - 22:59:59	21	4%
23:00:00 - 23:59:59	27	6%

EMS RESPONSES BY UNIT CALL SIGN		
CALL SIGN	COUNT	PERCENT
Medic 11	170	36%
Medic 21	136	29%
Medic 31	72	15%
Medic 41	70	15%
Medic 51	29	6%

TOP 5 EMS RESPONSES BY DISPATCH REASON		
Complaint	Count	Percent
Sick Person	69	14%
Transfer	54	11%
Falls	51	11%
Traffic Accident	50	10%
Unconscious	35	7%



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Public Hearing

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

COMMISSION AGENDA REPORT

FROM: Shelley Woodard, Deputy County Counselor

MEETING: November 16, 2023

SUBJECT: Keats Sewer Project Feasibility Public Hearing

PRESENTER: Shelley Woodard, Deputy County Counselor

BACKGROUND

The estimate of costs for the Keats Sewer District project has risen from a range of \$3,669,405.00 to \$3,994,900.00 in 2021 to a range of \$4,146,330.00 to \$4,737,555.00 in 2023. This is an increase of 13% at the low end and 18.59% at the high end. On October 26, 2023, the Board of County Commissioners voted to schedule a public hearing as required by K.S.A. 19-27a06. Notice of this hearing was mailed to every property owner in the district and was published in the Manhattan Mercury.

DISCUSSION

K.S.A. 19-27a06 requires a public hearing to determine whether the project is still feasible if estimated costs have increased more than 10%. The Keats Sewer Project meets that threshold and so this public hearing is required. The public hearing is only to determine if the Keats Sewer Project is feasible based on the estimated cost increases. It is not to determine any other matters related to the project.

FISCAL IMPACT

Staff time for County Counselor's Office. Staff time for Planning and Development. Staff time for Public Works. Costs invoiced by BG Consultants.

RECOMMENDATION(S)

Counsel recommends the Board be aware of the reason for the public hearing.

POSSIBLE MOTION(S)

A. I move the Board finds the Keats Sewer Project is still feasible when taking the estimated cost increases into account.

B. I move the Board finds the Keats Sewer Project is no longer feasible when taking the estimated cost increases into account. I further move to start the process to dissolve the Keats Sewer District.

The Board agreed by consensus to

Enclosures:

- 2021 Sewer Rate Analysis (DOCX)
- 2023 Sewer Rate Analysis (DOCX)

Sewer Rate Analysis
Keats, Riley County, Kansas
Project No. 20-1139M
12/21/2021

	Option 1	Option 2	Option 3
System Operation and Maintenance			
Annual O & M and Short-Lived Asset	\$ 71,200.00	\$ 44,000.00	\$ 50,085.00
Number of System Users	67.00	67.00	67.00
Processing Fee	1.20	1.20	1.20
Monthly User Rate	\$ 89.76	\$ 55.93	\$ 63.49

Sanitary Sewer Improvements			
Total Project Cost	\$ 3,669,405.00	\$ 3,728,105.00	\$ 3,994,900.00
USDA Grant	\$ 1,651,232.25	\$ 1,677,647.25	\$ 1,797,705.00
USDA Grant % of Project	45%	45%	45%
KDOC CDBG			
KDHE Loan Forgiveness	30%	30%	30%
Riley County Grant (ARPA)	\$ 800,000.00	\$ 800,000.00	\$ 800,000.00
USDA Loan	\$ 1,218,172.75	\$ 1,250,457.75	\$ 1,397,195.00
Term	40.00	40.00	40.00
Interest Rate	1.75%	1.75%	1.75%
Annual Loan Payment	\$ 42,700.00	\$ 43,800.00	\$ 48,900.00
Annual Property Assessment	640.00	660.00	730.00
*Monthly Sewer Rate Equivalent	143.09	110.93	124.33

*Total amount each user is responsible for broken out monthly. This Monthly Sewer Rate Equivalent includes both the estimated monthly user rate and the estimated annual special assessment. The estimated annual special assessment has been divided by 12 for illustration purposes.

Monthly user rate fee includes operation, maintenance, and use; is due monthly.

Annual property assessment includes system improvements (project costs) and are due annually as a special assessment on the property tax bill.

Sewer Rate Analysis
Keats, Riley County, Kansas
Project No. 20-1139M
9/19/2023

	Option 1		Option 2	
	Manhattan Connection		Lagoon (Non Q)	
System Operation and Maintenance				
Annual O & M and Short-Lived Asset	\$ 75,200.00	\$ 75,200.00	\$ 49,350.00	\$ 49,350.00
Number of System Users	67.00	67.00	67.00	67.00
Processing Fee	1.20	1.20	1.20	1.20
Monthly User Rate	\$94.74	\$94.74	\$62.58	\$62.58
Sanitary Sewer Improvements				
Total Project Cost	\$ 4,737,555.00	\$ 4,737,555.00	\$ 4,146,330.00	\$ 4,146,330.00
USDA Grant % of Project	45%	0%	45%	0%
USDA Grant	\$ 2,131,899.75	\$ -	\$ 1,865,848.50	\$ -
KDHE Loan Forgiveness				
Riley County Grant (ARPA)	\$ 800,000.00	\$ 800,000.00	\$ 800,000.00	\$ 800,000.00
Riley County Grant (Additional)				
USDA Loan	\$ 1,805,655.25	\$ 3,937,555.00	\$ 1,480,481.50	\$ 3,346,330.00
Term	40.00	40.00	40.00	40.00
Interest Rate	2.50%	2.50%	2.50%	2.50%
Annual Loan Payment	\$ 72,000.00	\$ 156,900.00	\$ 59,000.00	\$ 133,400.00
Annual Property Assessment	1080.00	2350.00	890.00	2000.00
*Monthly Sewer Rate Equivalent	184.74	290.57	136.75	229.25

*Total amount each user is responsible for broken out monthly. This Monthly Sewer Rate Equivalent includes both the estimated monthly user rate and the estimated annual special assessment. The estimated annual special assessment has been divided by 12 for illustration purposes.

Monthly user rate fee includes operation, maintenance, and use; is due monthly.

Annual property assessment includes system improvements (project costs) and are due annually as a special assessment on the property tax bill.



AGENDA
JOINT CITY/COUNTY/COUNTY MEETING
ROBERT K. OTT MUNICIPAL SERVICES
FACILITY
ROOM 114
1000 LEVEE DRIVE
MANHATTAN, KS 66502
THURSDAY, NOVEMBER 16, 2023
4:00 P.M.

1. Wildcat Region Community Health Educator Presentation-
Opioid Prevention (Jenni Ebert, Community Health
Educator)
2. East Manhattan Gateway Plan Update (Stantec Consulting
Services and Stephanie Peterson, Director of Community
Development)



This meeting is being held in Room 114, Robert K. Ott Municipal Services Facility, 1000 Levee Drive, Manhattan, KS 66502. In accordance with provisions of the ADA, every attempt will be made to accommodate the needs of persons with disabilities. Please contact the Human Resources Department (587-2443) for assistance.