



**Board of Riley County
Commissioners
Regular Meeting
Agenda
November 21, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

[District 1 – John Ford, Chair](#)

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

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

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. CIP Project Activations
4. Sign a Tax Roll Correction
5. Sign Riley County Employee Action Form(s)

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Nov 18, 2024 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
10. Executive session to discuss confidential legal advice regarding potential litigation issues

9:50 AM

Brittany Phillips, Budget and Finance Officer

11. 2024 Budget Amendment Discussion

10:00 AM

Gary Fike, County Extension Director

12. Extension Update, Progress on hiring a new County Extension Director, Agriculture Agent Ethan Sylvester has sent resignation letter effective 12/20/2024, Meeting with K-State Architecture tomorrow,

Improvements made at Hurlburt, Casement

10:15 AM Erin Friedline, RCPD

13. RCPD update

10:30 AM Katharine Hensler, Museum Director

14. Riley County Historical Museum Monthly Staff Update
15. Request for Temporary Closure of the Museum

10:50 AM John Ellermann, Public Works Director/County Engineer

16. Request to fill an open Facility & Grounds Technician I or II

11:00 AM Jacob Hansen, Deputy County Counselor

17. Memorandum of Agreement as it relates to American Rescue Plan Act Funds.

11:15 AM Cory Meyer, IT/GIS Director

18. IT/GIS CIP Request for Phone System Upgrade to Cisco Webex

12:00 PM County Officials Luncheon

19. County Officials' Luncheon Agenda

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

20. 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 Annual Meeting will be held Friday, November 22nd at 8:00 a.m. at the Lyndon Community Building, 205 W. 10th Street, Lyndon, 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.



COUNTY CLERK & ELECTIONS
Work Session

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

COMMISSION AGENDA REPORT

FROM: Brittany Phillips, Budget & Finance Officer

MEETING: November 21, 2024

SUBJECT: CIP Project Activations

PRESENTER: Brittany Phillips, Budget & Finance Officer

BACKGROUND

On November 18, a CIP Work Session was held where the projects below were approved.

DISCUSSION

The BOCC has approved the items listed below:

<u>DEPARTMENT:</u>	<u>TOTAL</u>	<u># OF PROJECTS:</u>
EMS	303,442	1
Parks(PK)	178,000	4
Public Works(PW)	200,000	1
RCOB	26,500	1
CPE	30,000	1
NW	60,000	1
EM	60,000	1
LEC(RCPD)	245,000	2
Courthouse	30,000	1
Appraiser	46,000	1
TOTAL	\$1,178,942	

The estimated 2023 cash balance after these approved projects is \$16,621,039.

The estimated remaining **budget authority** after these approved projects is \$405,531.

RECOMMENDATION(S)

Recommend approval of the CIP project activations.

POSSIBLE MOTION(S)

Move to approve CIP project activations listed above totaling \$1,178,942.

Enclosures:

- 2024 CIP Project Activation Forms (PDF)

RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM CIP PROJECT FUNDING AUTHORIZATION FORM

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP

PROJECT INFORMATION (Completed by Department Head)

Department: EM Date: Nov-24

Category(circle): FACILITIES INFRASTRUCTURE EQUIPMENT TECHNOLOGY

Project Name: EM SUV Replacement Total Cost \$: \$ 60,000.00

Brief Description:

Replace vehicle assigned to Assistant EM Director

Project Justification:

This vehicle is used by the Assistant Director of EM to respond to the EOC during times of disaster and during inclement weather. It is also used to support emergency operations throughout Riley County and neighboring jurisdictions. Uses include but are not limited to towing emergency response equipment such as portable light towers/generators, message boards, Homeland Security Response trailers etc. It would also be used to transport personnel such as CERT, MRC, and WARN volunteers.

Operating Cost Implications:

Darren at the county shops recommended that this vehicle be replaced several years ago but we have pushed it forward for several years now and feel it is time to get it replaced prior to something major going wrong with it.

Department Head Name (PRINT): Russel Stukey

Department Head (SIGNATURE): 

TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

For computer related projects, the Department Head must provide the following information and submit to the IT Director for approval.

Y N

☒ Will this project be used exclusively by your department?

☒ Will this project require support from Information Technology?

Information Technology Director's Signature: _____

To be completed by IT:

Y N

☐ Will the project require the implementation of new technologies/costs?

If so, what & costs? _____

☐ Is the project duplicated in other CIP requests?

☐ Is the project compatible with the technology development plans of Riley County?

CERTIFICATION OF PROJECT AUTHORITY

CASH:

Cash Available: _____

☐ This project is funded for start-up as cash is available

☐ This project is not funded for start-up as cash is not available

Shilo Heger, Riley County Treasurer Date _____

BUDGET:

Budget Available: _____

☐ This project is funded for start-up as budget authority is available

☐ This project is not funded for start up as budget authority is not available

Rich Vargo, Riley County Clerk Date _____

APPROVAL:

Approved Amount: _____

☐ This project is funded.

☐ This project is not funded.

Chair Date _____

Board of County Commissioners

ALL FIELDS MUST BE COMPLETED

11/18/2024 2:39 PM

Prepared by Brittany Phillips
Budget and Finance Officer

Packet Pg. 5

Attachment: 2024 CIP Project Activation Forms (15177 : CIP Project Activations)

RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM CIP PROJECT FUNDING AUTHORIZATION FORM

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP

PROJECT INFORMATION (Completed by Department Head)

Department: LEC Date: 11/18/2024

Category(circle): FACILITIES INFRASTRUCTURE EQUIPMENT TECHNOLOGY

Project Name: RCPD Range Cleanup Total Cost \$: \$ 220,000.00

Brief Description:

Cleanup of old RCPD firing range per contract

Project Justification:

It was written in our contract with the property owners to cleanup debris from the RCPD firing range.

Operating Cost Implications:

Department Head Name (PRINT): Bryant Parker Department Head (SIGNATURE): 

TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

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Information Technology Director's Signature: _____

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Shilo Heger, Riley County Treasurer Date

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Rich Vargo, Riley County Clerk Date 11-18-24

APPROVAL:

Approved Amount: _____



This project is funded.



This project is not funded.

Chair Date

Board of County Commissioners

RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM CIP PROJECT FUNDING AUTHORIZATION FORM

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP _____

PROJECT INFORMATION (Completed by Department Head)

Department: Public Works-Facilities Date: 11/11/2024

Category(circle): **FACILITIES** INFRASTRUCTURE EQUIPMENT TECHNOLOGY

Project Name: COB - Fire Alarm Panel Replacement Total Cost \$: \$ 26,500.00

Brief Description:

Replace Fire Alarm Panel in the County Office Building

Project Justification:

Fire Alarm Panel in the County Office Building is showing error codes and was flagged in a recent fire inspection. An attempted fix the panel is still showing errors leading to the determination that the panel is bad. Parts needed to fix the panel are no longer available due to the age of the panel.

Operating Cost Implications:

The fire alarm panel is the backbone to the protection of life and safety of employees and customers in the building. An upgraded panel will work with the existing systems and be able to control any new and updated systems in the future.

Department Head Name (PRINT): John Ellemann

Department Head (SIGNATURE): 

TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

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Information Technology Director's Signature: _____

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Shilo Heger, Riley County Treasurer

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Rich Vargo, Riley County Clerk

Date

APPROVAL:

Approved Amount: _____



This project is funded.



This project is not funded.

Chairman

Board of County Commissioners

Date

RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM

CIP PROJECT FUNDING AUTHORIZATION FORM

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP _____

PROJECT INFORMATION (Completed by Department Head)

Department: Public Works-Facilities Date: _____

Category(circle): **FACILITIES** INFRASTRUCTURE EQUIPMENT TECHNOLOGY

Project Name: CPE-1st Floor HVAC Total Cost \$: \$ 30,000.00

Brief Description:

Add an HVAC unit and connect to Controls the CPE Lobby/Hall on 1st floor.

Project Justification:

The current HVAC system primarily served the 1st floor hallway/lobby with some residual heating/cooling in the back storage area. After the remodel the storage area became more of a work room and it became difficult to keep staff working in the 1st floor elections area comfortable. There is only one thermostat and the HVAC unit is too small to condition the entire space. A new larger unit to serve the area with two thermostats connected to the new controller installed with the 4th floor remodel.

Operating Cost Implications:

A newer unit will be more efficient to condition the rooms. Connection to the new controller will allow two thermostats to control the storage work room separate from the lobby/hall.

Department Head Name (PRINT): John Ellemann

Department Head (SIGNATURE): 

TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

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Shilo Heger, Riley County Treasurer

Date

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Rich Vargo, Riley County Clerk

Date

APPROVAL:

Approved Amount: _____

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This project is funded.

☐

This project is not funded.

Chairman

Board of County Commissioners

Date

RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM CIP PROJECT FUNDING AUTHORIZATION FORM

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP

PROJECT INFORMATION (Completed by Department Head)

Department: Noxious Weed Dept Date: 11/12/2024

Category(circle): FACILITIES INFRASTRUCTURE EQUIPMENT TECHNOLOGY

3/4 Truck

Project Name: _____ Total Cost \$: \$ 60,000.00

Brief Description:

3/4 Ton 4x4 Crew Cab Truck w Standard Bed

Project Justification:

Replacing 2013 Model Ford 3/4 Ton with 120,000 Miles

Operating Cost Implications:

Old unit is beyond its useful lifespan and will require major repairs

Department Head Name (PRINT): Michael Boller

Department Head (SIGNATURE): 

TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

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Date

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Rich Vargo, Riley County Clerk

Date 11-18

APPROVAL:

Approved Amount: _____

☐

This project is funded.

☐

This project is not funded.

Chairman

Board of County Commissioners

Date

ALL FIELDS MUST BE COMPLETED

W:\Countywide Forms\CIP Forms - Project Activation Modified.xls

Prepared by Darell Edie
Budget and Finance Officer

Packet Pg. 9

Attachment: 2024 CIP Project Activation Forms (15177 : CIP Project Activations)

RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM CIP PROJECT FUNDING AUTHORIZATION FORM

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP

PROJECT INFORMATION (Completed by Department Head)

Department: Public Works-Facilities Date: 11/18/2024

Category(circle): **FACILITIES** INFRASTRUCTURE EQUIPMENT TECHNOLOGY

Project Name: Court House Cooling Tower Pump Total Cost \$: \$ 30,000.00

Brief Description:

Replace the Court House cooling tower pump.

Project Justification:

The cooling tower circulating pump has had problems for the past 6-7 years. We do not think a major overhaul of the pump will be successful. The pump is no longer offered by the manufacturer and parts may not be available. Therefore, staff and TCA is recommending replacement of the pump.

Operating Cost Implications:

A new higher quality pump will reduce the number of systems shut down and be more reliable.

Department Head Name (PRINT): John Ellermann

Department Head (SIGNATURE): *John Ellermann*

TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

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Y N

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Shilo Heger, Riley County Treasurer

Date

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This project is not funded for start-up as budget authority is not available.

Rich Vargo 11-18-
Rich Vargo, Riley County Clerk

Date

APPROVAL:

Approved Amount: _____

☐

This project is funded.

☐

This project is not funded.

Chairman

Board of County Commissioners

Date

RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM CIP PROJECT FUNDING AUTHORIZATION FORM

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP _____

PROJECT INFORMATION (Completed by Department Head)

Department: Appraiser's Office Date: 10/25/2024

Category(circle): FACILITIES INFRASTRUCTURE EQUIPMENT TECHNOLOGY

Project Name: Replacing 2006 Trailblazer 4x4 Total Cost \$: Approx \$46,000

Brief Description: Replacing the 2006 4x4 Trailblazer with State contract, 4x4 or AWD vehicle 2025 or 2024 model.

Project Justification:

The 2006 Trailblazer is our field vehicle used for rural inspections and has over 106,000 miles on it. This vehicle has had increased service requests in the last two years. These vehicles are essential to the operations of the Appraisers office and

Operating Cost Implications:

The operating costs should not be impacted.

Department Head Name (PRINT): Anna Burson Department Head (SIGNATURE): 

TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

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Shilo Heger, Riley County Treasurer Date

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 11-18-24
Rich Vargo, Riley County Clerk Date

APPROVAL:

Approved Amount: _____

☐ This project is funded.

☐ This project is not funded.

Chair Date

Board of County Commissioners

**RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM
CIP PROJECT FUNDING AUTHORIZATION FORM**

3.a

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP _____

PROJECT INFORMATION (Completed by Department Head)

Department: EMS/Ambulance Date: 11/08/2024

Category(circle): FACILITIES INFRASTRUCTURE EQUIPMENT TECHNOLOGY

Project Name: Ambulance Remount Total Cost \$: \$303,442.00

Brief Description:

We are needing to remount an ambulance which is a 2016 Freightliner and has been driven over 188,000 miles. This ambulance is currently empty and stored at the Public Works station and is only utilized when there is another unit down for extended periods of time. A remount is when the box is taken off the chassis, is overhauled and updated, repainted and any blemishes or broken pieces are replaced. The box is then set onto a new chassis.

Project Justification:

The lead time to on the ambulance will be approximately one year from now with an anticipated delivery date of March, 2026. This ambulance will be a front line unit and we will move the oldest ambulance with the most miles and engine hours to the out of service/reserved status. It is the plan of our department to replace a unit after approximately 10 years of service. This allows us to maintain a fleet which allows for a steady rotation of vehicles which are well maintained and cared for while also still reliable for when they are needed.

Operating Cost Implications:

Any and all costs are budgeted however we do anticipate lower maintenance costs of the unit being taken out of service.

Department Head Name (PRINT): David A Adams

Department Head (SIGNATURE):



TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

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Y N

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Will this project be used exclusively by your department?

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Information Technology Director's Signature: _____

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If so, what & costs? _____

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Shilo Heger, Riley County Treasurer

Date

BUDGET:

Budget Available: _____

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Rich Vargo, Riley County Clerk

Date

APPROVAL:

Approved Amount: _____

☐

This project is funded.

☐

This project is not funded.

Chairman

Board of County Commissioners

Date

Attachment: 2024 CIP Project Activation Forms (15177 : CIP Project Activations)

RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM CIP PROJECT FUNDING AUTHORIZATION FORM

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP _____

PROJECT INFORMATION (Completed by Department Head)

Department: Public Works-Parks Date: 11/11/2024

Category(circle): FACILITIES INFRASTRUCTURE EQUIPMENT TECHNOLOGY

Project Name: Standing Spreader/Sprayer Total Cost \$: \$ 28,000.00

Brief Description:

A motorized stand behind spreader/sprayer

Project Justification:

This spreader/sprayer will more evenly apply fertilizer over large areas like Fairmont Football fields, Keats ball field, CHP, HD/EMS Complex, Museum and PW. This piece of equipment can also spray, and spot spray, preemergents and other chemicals for weed control.

Operating Cost Implications:

Currently all spraying/spreading is done by conventional walk behind spreaders and hand sprayers. This equipment will have better control of the fertilizers and chemicals and free up employees for other functions.

Department Head Name (PRINT): John Ellermann

Department Head (SIGNATURE): 

TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

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Shilo Heger, Riley County Treasurer

Date

BUDGET:

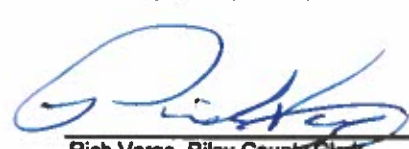
Budget Available: _____

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Rich Vargo, Riley County Clerk

Date 11-18-24

APPROVAL:

Approved Amount: _____

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This project is funded.

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This project is not funded.

Chairman

Board of County Commissioners

Date

RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM CIP PROJECT FUNDING AUTHORIZATION FORM

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP

PROJECT INFORMATION (Completed by Department Head)

Department: Public Works-Parks Date: 11/18/2024

Category(circle): FACILITIES INFRASTRUCTURE **EQUIPMENT** TECHNOLOGY

Project Name: Standing 72" mower w/ Bagger Total Cost \$: \$ 20,000.00

Brief Description:
72" Standing Mower w/ Bagger

Project Justification:
This mower will replace and old mower (Unit # 1205) with over 1500 hours. Unit 1205 has a hole in the engine block and is no longer able to be used.

Operating Cost Implications:
Reliable mower to cover large areas more efficiently. Newer equipment will have less maintenance expenses.

Department Head Name (PRINT): John Ellermann Department Head (SIGNATURE): 

TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

For computer related projects, the Department Head must provide the following information and submit to the IT Director for approval.

- Y N
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Rich Vargo, Riley County Clerk Date 11-18-

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Approved Amount: _____

- ☒ This project is funded.
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Chairman
Board of County Commissioners Date

RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM CIP PROJECT FUNDING AUTHORIZATION FORM

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP _____

PROJECT INFORMATION (Completed by Department Head)

Department: Public Works-Parks Date: 11/18/2024

Category(circle): FACILITIES INFRASTRUCTURE **EQUIPMENT** TECHNOLOGY

Project Name: Tractor Total Cost \$: \$ 55,000.00

Brief Description:

Tractor

Project Justification:

This tractor will be used to plant grass and drag the trails around Cico, Fairmont and Keats parks. It will also be used to spread fertilizer and preemergents over large areas.

Operating Cost Implications:

By purchasing this tractor we will have the ability for more frequent and efficient maintenance of the trails and gravel parking lots.

Department Head Name (PRINT): John Ellermann Department Head (SIGNATURE): John Ellermann

TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

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Budget Available: _____

☒

This project is funded for start-up as budget authority is available.

☐

This project is not funded for start-up as budget authority is not available.

Rich Vargo, Riley County Clerk

Date

APPROVAL:

Approved Amount: _____

☐

This project is funded

☐

This project is not funded.

Chairman

Board of County Commissioners

Date

RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM CIP PROJECT FUNDING AUTHORIZATION FORM

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP

PROJECT INFORMATION (Completed by Department Head)

Department: Public Works - Operations Date: 11/18/2024

Category(circle): FACILITIES INFRASTRUCTURE EQUIPMENT TECHNOLOGY

Project Name: Tandem Axle Truck Chasis Total Cost \$: \$ 200,000.00

Brief Description:

Purchase a new tandem axle truck chasis to replace older truck #14.

Project Justification:

This new truck chasis will replace a 2012 International (Unit #14) with over 175,000 miles. This truck has been used in snow removal operations. The double frame is operating from the rust. Rust is also affecting the suspension, walking beams, and electrical system. The engine is underpowered from age and wear. The hydraulics are weak and the emission design has been problematic. Existing dump box is good and will be reused on the new chasis. The new chasis is expected to take up to two years for delivery.

Operating Cost Implications:

The newer model will have better fuel economy, less maintenance and fewer repairs.

Department Head Name (PRINT): John Ellermann Department Head (SIGNATURE): John Ellermann

TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

For computer related projects, the Department Head must provide the following information and submit to the IT Director for approval.

Y N

☐ Will this project be used exclusively by your department?

☐ Will this project require support from Information Technology?

Information Technology Director's Signature: _____

To be completed by IT:

Y N

☐ Will the project require the implementation of new technologies/costs?

If so, what & costs? _____

☐ Is the project duplicated in other CIP requests?

☐ Is the project compatible with the technology development plans of Riley County?

CERTIFICATION OF PROJECT AUTHORITY

CASH:

Cash Available: _____

☐

This project is funded for start-up as cash is available

☐

This project is not funded for start-up as cash is not available

Shilo Heger, Riley County Treasurer

Date

BUDGET:

Budget Available: _____

☒

This project is funded for start-up as budget authority is available

☐

This project is not funded for start-up as budget authority is not available

Rich Vargo, Riley County Clerk

Date

APPROVAL:

Approved Amount: _____

☐

This project is funded.

☐

This project is not funded.

Chairman

Board of County Commissioners

Date

RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM CIP PROJECT FUNDING AUTHORIZATION FORM

GENERAL INFORMATION (Completed by Budget & Finance Officer)

Project # _____ Fund(s) Name: CIP

PROJECT INFORMATION (Completed by Department Head)

Department: LEC Date: 11/11/2024

Category(circle): FACILITIES INFRASTRUCTURE EQUIPMENT TECHNOLOGY

Project Name: Jail Camera Software Total Cost \$: \$ 25,000.00

Brief Description:

Update end of life camera software, replace a bad camera and add new camera for the outdoor recreation yard.

Project Justification:

Camera software is ending its useful life and will not be supported in the near future. Camera's are an integral part of jail operation for the safety of the inmates and officers.

Operating Cost Implications:

Safety and security of the inmates and officers.

Department Head Name (PRINT): John Eikermann Department Head (SIGNATURE): John Eikermann

TECHNOLOGY PROJECTS (Completed by IT/GIS Director)

For computer related projects, the Department Head must provide the following information and submit to the IT Director for approval.

Y N

☐ Will this project be used exclusively by your department?

☐ Will this project require support from Information Technology?

Information Technology Director's Signature: _____

To be completed by IT:

Y N

☐ Will the project require the implementation of new technologies/costs? If so, what & costs? _____

☐ Is the project duplicated in other CIP requests? _____

☐ Is the project compatible with the technology development plans of Riley County? _____

CERTIFICATION OF PROJECT AUTHORITY

CASH:

Cash Available: _____

☐ This project is funded for start-up as cash is available.

☐ This project is not funded for start-up as cash is not available.

Shilo Heger, Riley County Treasurer Date

BUDGET:

Budget Available: _____

☐ This project is funded for start-up as budget authority is available.

☐ This project is not funded for start-up as budget authority is not available.

Rich Vargo, Riley County Clerk Date 11-13

APPROVAL:

Approved Amount: _____

☐ This project is funded.

☐ This project is not funded.

Chairman Date

Board of County Commissioners



COUNTY CLERK & ELECTIONS
Tax Roll Correction

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

COMMISSION AGENDA REPORT

FROM: Joe Godown
MEETING: November 21, 2024
SUBJECT: Sign a Tax Roll Correction
PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to approve the Tax Roll Correction.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 11-21-24 Tax Roll Correction (PDF)

TAX ROLL CORRECTION
REAL ESTATE

Printed by JGODOWN 2024/11/18

4.a

Taxpayer ID PEYT0004
Owner ID PEYT0004

Control # 2024000729

Tax Year 2024
Tract # R308030

PEYTON, ADAM J
JESSICA L SHEA
3310 MERCED DR

CAMA # 212-03-0-20-01-008-00-0-01

OLYMPIC ADLN
LOT 19

TU 2 Manhattan City
Parcel 286976
USD 383

Property Address 3310 MERCED DR

MANHATTAN, KS 66503-2607

APPRAISER SECTION (Value) 2024/11/18 JGODOWN APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	43190	687540	730730
Total	43190	687540	730730

Assessed Prior to Correction:

RU			
	4967	79067	84034
Total	4967	79067	84034
SB41	8625		

Appraised After Correction:

CL	Land	Imp	Total
RU	43190	660810	704000
Total	43190	660810	704000

Assessed After Correction:

RU			
	4967	75993	80960
Total	4967	75993	80960
SB41	8625		

Net Change
26730-

Net Change
3074-

Total
SB41 3074-

CLERK SECTION (Tax)

2024/11/18 JGODOWN ORDER PRINTED

Tax Prior to Correction:

Levy 152.66600	Gen Tax	12829.14
	SB41 \$	172.50
SB41 Tax Dollars		12656.64

Tax After Correction:

Levy 152.66600	Gen Tax	12359.84
	SB41 \$	172.50
SB41 Tax Dollars		12187.34

Net Change
469.30-

469.30-

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

3074-

Applicable Mill Levy

152.66600

Net Change in Levied Tax Dollars

469.30-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code CO C.O.T.A./OTHER Rate 4.00%

Tax Statement # 24666

Comments BOTA ORDER DOCKET

#2024-2395-BQSC

Owner PEYT0004

PEYTON, ADAM J

Net Change in Total Tax Dollars

469.30-

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: 11-21-24 Tax Roll Correction (15180 : Tax Roll Corrections)



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: November 21, 2024

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2024-11 EMS CBrazee EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Cooper Brazee

Status Change Date: 11/30/2024

Status Change: Separation

Date of Hire: 09/05/2023

Seniority: 1 Year(s), 2 Month(s)

Position: EMT

Position Type: RFT

Pay Range: EMT

Pay Type: Hourly

Base Rate: \$19.25

Annualized Pay: \$71,225.00

Funds Codes: 1- General/20- EMS, Ambulance

Supervisor: Joshua Gering

Department Head: David Adams

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-11 EMS CBrazee EAF (15176 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
November 25, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Small Business Saturday Proclamation
2. Approve payroll/accounts payables (when completed)

Review Minutes

Press Conference Topics

Review Tentative Agenda

9:00 AM

Megan Lewis, Community Corrections Director

3. Staff update

9:15 AM

Lori Feldkamp, Big Lakes Developmental Center Director

4. Big Lakes Developmental Center update

9:30 AM

Press Conference

5. Presentation of the Small Business Saturday Proclamation - John Ford (3-5 minutes)

9:35 AM

Amanda Webb, Planning/Special Projects Director

6. SFY26 LEPP Grant Application

9:45 AM

Elizabeth Ward, Human Resources Director

7. Payscale and Salary Resolutions

9:55 AM

Clancy Holeman, Counselor/Director of Administrative Services

8. Administrative Work Session

Attachment: 11-25-24 tentative agenda (14252 : Tentative Agenda)

10:15 AM John Ellermann, Public Works Director/County Engineer

9. Revised Kaw Valley Contract

10:40 AM Executive Session to discuss department head evaluation

10. 10:40 David Adams, EMS/Ambulance Director

12:00 PM Intergovernmental Luncheon**1:30 PM Executive Sessions to discuss department head evaluations**

11. 1:30 Megan Lewis, Community Corrections Director
12. 1:55 Anna Burson, Appraiser
13. 2:30 Russel Stukey, Emergency Management Director
14. 2:55 Amanda Webb, Planning/Special Projects Director

Adjournment**Announcements**

Riley County Offices will be closed Thursday, November 28th and Friday, November 29th in observance of the Thanksgiving Day holiday.

The Board of County Commissioners will not be in session Thursday, November 28th.

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
December 02, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

1. Administrative Work Session

9:20 AM

Elizabeth Ward, Human Resources Director

2. Core/SIPP Grant

9:30 AM

Press Conference

3. RCPD Update - Scott Hajek and Mark French (3-5 minutes)

9:35 AM

Cory Meyer, IT/GIS Director

4. BOCC Packet/Agenda/Minutes Software

10:00 AM

Russel Stukey, Emergency Management Director

5. Staff update

Adjournment

Announcements

The KAC Conference will be held Tuesday, December 3rd - Thursday, December 5th at the Hyatt Regency & Century II Convention Center,

Attachment: 12-02-24 tentative agenda (14252 : Tentative Agenda)

Wichita, Kansas.

The Board of County Commissioners will not be in session on Thursday, December 5th.

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: 12-02-24 tentative agenda (14252 : Tentative Agenda)



COUNTY CLERK & ELECTIONS
Budget

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

COMMISSION AGENDA REPORT

FROM: Brittany Phillips, Budget and Finance Officer

MEETING: November 21, 2024

SUBJECT: 2024 Budget Amendment Discussion

PRESENTER: Brittany Phillips, Budget and Finance Officer

BACKGROUND

Authority for amending a budget fund or funds is found in K.S.A. 79-2929a(a). It provides for the governing body of any taxing subdivision or municipality which is subject to the budget law provisions of K.S.A. [79-2925](#) through [79-2936](#) and amendments thereto, which proposes to amend its adopted current budget during the year in which such budget is in effect, shall be subject to the same publication, notice and public hearing requirements as required by K.S.A. [79-2929](#), and amendments thereto, for the adoption of the original budget. In addition, such published budget shall show any proposed changes in the amount of expenditures by fund. Any proposed increase in expenditures shall be balanced by previously unbudgeted increases in revenue other than ad valorem property taxes.

DISCUSSION

The proposed 2024 Budget Amendments are attached. The following funds have been included in the budget amendments:

General Fund	55,435,206
Special Alcohol Programs	37,037
KDOC Adult Services	488,896
KDOC Juvenile Services	373,864
KDOC Juvenile Reinvestment	117,230
BJA Grant	158,894
21 st Judicial District DC ADSAP	25,938

Kansas Fights Addiction	166,601
City Alcohol Funds	27,800
Riley County Alcohol Funds	5,620
RL Salary Appropriation	87,324
Caroline Peine Grant	2,978
GMCF Grant	8,390
Daniel Keating Foundation	5,065
Adult Services Carryover	6,065
Juvenile Services Carryover	16,919

The Notice of Hearing on the amendment will be published in the Mercury at least ten days prior to the hearing, which is scheduled on Monday, December 9 at 9:55 a.m.

FISCAL IMPACT

The Riley County Mill Levy (ad valorem) tax is not affected by any of these fund amendments.

RECOMMENDATION(S)

Staff recommends approval of the publication of the 2024 Budget Amendment hearing.

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:

- Copy of 2024 Amended Budget WS_Riley County_MP (PDF)

2024

Notice of Budget Hearing for Amending the**2024 Budget**

The governing body of

Riley County

will meet on the day of 12/9/2024 at 9:55 a.m. at Riley County Commissioners Chambers, 115 N. 4th Street for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Riley County Clerk's Office
and will be available at this hearing.

Summary of Amendments

Fund	2024 Adopted Budget			2024 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
General Fund	32.948	26,155,925	46,722,881	55,435,206
Special Alcohol Programs			25,106	37,037
KDOC Adult Services			0	488,896
KDOC Juvenile Services			0	373,864
KDOC Juv Reinvestment			0	117,230
BJA Grant			0	158,894
21st Jud Dist DC ADSAP			0	25,938
Kansas Fights Addiction			0	166,601
City Alcohol Funds			0	27,800
Riley County Alcohol Funds			0	5,620
RL Salary Appropriations			0	87,324
Caroline Peine Grant			0	2,978
GMCF Grant			0	8,390
Daniel Keating Foundation			0	5,065
Adult Services Carryover			0	6,065
Juvenile Services Carryover			0	16,919

Rich Vargo

Official Title: County Clerk

Page No. 17

Attachment: Copy of 2024 Amended Budget WS_Riley County_MP (15173 : 2024 Budget Amendment Discussion)



EXTENSION
Staff Update

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

STAFF REPORT

FROM: Gary D. Fike

MEETING: November 21, 2024

SUBJECT: Extension Update, Progress on hiring a new County Extension Director, Agriculture Agent Ethan Sylvester has sent resignation letter effective 12/20/2024, Meeting with K-State Architecture tomorrow, Improvements made at Hurlburt, Casement

PRESENTER: Gary D. Fike

County Extension Gary Fike will give the commissioners an update on staffing, programs and efforts by extension staff.

Enclosures:

- November 2024 Staff Update (PPTX)

November 2024 Riley County Extension Report

GARY D. FIKE

COUNTY EXTENSION DIRECTOR

K-STATE
Research and Extension

Riley County

Attachment: November 2024 Staff Update (15178 : Extension Report)

Updates

- u Set to retire on January 3, 2025
- u Applications closed Monday night; applicants screened tomorrow; interviews by our board on 12/4
- u County Agricultural Agent Ethan Sylvester has resigned effective December 20th, so a new search will be underway
- u Tomorrow we meet with KSU architect regarding Riley County Event Center to begin estimating costs
- u Improvements to sound system and infrastructure in Hurlburt and Casement, respectively

What We Have Been Up To!

- u Extension Annual Meeting/Elections
 - u New executive board members
- u 4-H Achievement Night
- u Medicare appointments - Megan
- u Farm Show Booth (G&G)
- u Performance reviews of agents, office professionals
- u VITA review by the IRS; ordering pubs
 - Recruiting new volunteers and meet and greet meeting set
- u 4-H Garage Sale – largest ever
- u Trained ag agents at Manhattan Commission Co. on body scoring beef cows
- u Ethan held two informational meetings on marketing
- u Gregg Eyestone – Blueville Nursery programming
- u Brandy doing school enrichment programs in the schools

K-STATE
Research and Extension

Riley County

Future

- u Joint Board Meeting
- u UMF Class scheduled
- u Training of new VITA volunteers
- u VITA booked for next spring dates to be open
- u Rural Revitalization Conference being planned

K-STATE
Research and Extension

Riley County



MUSEUM
Staff Update

Katharine Hensler
Museum Director
2309 Claflin Rd
Manhattan, KS 66502
Phone: 785-565-6490

STAFF REPORT

FROM: Katharine Hensler, RCHM Director

MEETING: November 21, 2024

SUBJECT: Riley County Historical Museum Monthly Staff Update

PRESENTER: Katharine Hensler, RCHM Director

Riley County Historical Museum - Director's Report

November 21, 2024

1. Visitation and Tours:

Site Name	AUG 2024	SEP 2024	OCT 2024
Museum	292	209	288
Goodnow House	209	29	131
Wolf House	49	19	18
Pioneer Log Cabin	12	66	64
Programs & Outreach	40	84	408
TOTAL	602	427	909

Volunteer Hours	AUG 2024	SEP 2024	OCT 2024
General	116	95.5	65.25
RCHS Board of Directors	186.5	88.5	42.5
Community Service	24	32.25	27
TOTAL	326.5	216.25	134.75

2. Education and Outreach

October 5 - **Headstone Cleaning Workshop** for the Polly Ogden Chapter of DAR as their annual day of service, facilitated by Director Hensler, 9am-2:30pm (38 attended)

October 5-9 - Curator Highsmith attended the Mountain Plains Museums Association (MPMA) conference in Bismark, ND

October 8 - ***Fireside Chat: A K-State Airman and His B29*** with Carol Regehr (28 attended)

October 10 - RCHS Quarterly Meeting: ***A History of Keats and the Wildcat Valley*** - Panel Discussion with Marcella Gocken, Mel Nudson, and Kevin Larson held at the Keats Community Center (101 attended)

October 15 & 16 - ***Spooky Safari*** with the Sunset Zoo, (31/32 attended on the respective evenings)

October 19 - ***3rd Annual Walking Tour of Historic Sunset Cemetery*** (101 attended)

October 21 - Dr. Falcone's class visit; curators and Director Hensler provided a program about utilizing collections to interpret history, collections challenges, creating new exhibits, and NAGPRA and how it affects museum collections (14 attended)

October 22 - Students and teachers from Billy Mills Middle School (from Lawrence, KS) visited; tours of Museum and Goodnow House, Scavenger Hunt, and Trivia program provided (64 attended)

October 31 - Trick or Treating at the Museum (24 attended)

3. Collections:

Collections Numbers	AUG 2024	SEP 2024	OCT 2024
Number of Collections Donated	3	1	3
Individual Items Donated	30	1	20
Backlogged Collections Processed	0	2	2
Backlogged Items Processed	0	27	29
Museum Acquisitions Processed	0	0	0

4. **Archives and Library** - Curator Glasgow retired on October 1, 2024. A research team of four individuals (staff and volunteers) has been created and will continue to respond to and complete research requests as they arrive until the open curatorial position is filled. In-person appointments have been suspended due to lack of staffing. Based upon the success of this group already, it is very likely that we will keep this team in place after a curator is hired.

Library and Archives Requests	AUG 2024	SEP 2024	OCT 2024
Research (external)	13	6	7
Research (internal)	0	1	1
In-Person Appointments	8	1	0
Walk-In Appointments	1	0	0
TOTAL	13	8	8

5. **Building and Grounds** - No report

6. **Staffing** - Director Hensler and the Human Resources department are still actively working to fill the Curator of Archives and Library position. 89 applications have been received to date; Of

those, 9 have been invited to interview. The position will remain open until filled. It has been posted and advertised on Indeed, Kansas Museums Association, and Society of American Archivists job boards.

7. **Riley County Historical Society** - The RCHS just hosted their annual meeting on Tuesday, November 19. Their annual membership drive has also kicked off. The board has approved their new strategic plan and it will go into effect on January 1, 2025. The front door on the Wolf House Museum has been restored and reinstalled. This project only affected one weekend of visitation.

8. **Upcoming Events**

November 18-December 6 - Annual Staff Reviews

November 28-29 - Museum Closed for Thanksgiving

December 11 - RCHS Board Meeting, 3:30pm, RCHM Dallas Gallery

December 24-25 - Museum Closed for Christmas

January 1 - Museum Closed for the New Year

January 25 - New exhibits to open at the Riley County Historical Museum, *more information to come*

Enclosures:



MUSEUM
Public Closure

Katharine Hensler
Museum Director
2309 Claflin Rd
Manhattan, KS 66502
Phone: 785-565-6490

COMMISSION AGENDA REPORT

FROM: Katharine Hensler, Museum Director

MEETING: November 21, 2024

SUBJECT: Request for Temporary Closure of the Museum

PRESENTER: Katharine Hensler, Museum Director

BACKGROUND

The current permanent exhibits at the Riley County Historical Museum are far out of date and have been so for over a decade. Our current team and exhibit committee have been planning for the past six months to change out these exhibits with the target date to have them complete and ready for public viewing on Saturday, January 25. During this planning phase, extensive research has been conducted, scripts have been prepared, a floorplan has been designed and approved, artifacts have been selected, and funding has been secured. The Museum team is very excited to be able to present entirely new exhibits to our community and visitors in the new year. As part of this project, we will also improve the layout and design of our lobby space to be more welcoming to guests, easier and safer for our staff to navigate, and provide a more accommodating area for the historical society's gift shop.

DISCUSSION

However, in order for our team to accomplish this goal, due to limited space and staffing, and the amount of objects that will need to be removed and reinstalled, the most efficient and reasonable plan would be to temporarily close the Museum to visitors during this time.

Our proposal today is to request that the Museum be permitted to close to tour visitation from December 26, 2024 through January 24, 2025. This allows our team one month to completely clear the three exhibit galleries, get the previously exhibited artifacts safely into permanent storage, repaint and install modular walls, and install the new informational panels, cases, and artifacts.

We have selected this time frame for two reasons. First, historically, the week between Christmas and New Years is very slow from an attendance perspective. January is also one of our lowest attendance months. The only reason January's attendance is not our slowest month is because of Kansas Day at the end of the month. The Museum hosts a Kansas Day open house which generally boosts our attendance numbers for January. This leads to our second reason for requesting a temporary closure at this time. Our goal is to be able to host a reopening of the exhibits on Saturday, January 25, 2025, which is the weekend before Kansas Day (January 29), meaning we will still be hosting a grand event at the Museum in observation of this important date.

Annual attendance average by month is 181 visitors specifically to the Museum for tours. However, average January numbers not including Kansas Day attendance is 126. With Kansas Day numbers, the average is still only 143 guests specifically for Museum visitation. The only other month that on average shows lower attendance is July.

If we are permitted to close for this period of 4 weeks, all salaried and permanent staff will still be working their normal hours on site supporting the exhibit project and their regular duties. Additionally, there will be no disruption to our normal educational programs or administrative and operational activities. Our As-Needed staff members will likely see some slightly reduced hours, however, we will still offer research services from the Museum library and the Goodnow House will be open their regular hours for tours and visitation. Therefore, we will still need their support. We will also need their assistance when we begin de-installation of the old exhibits and re-installation of the new.

FISCAL IMPACT

There should be no financial impact to the County. The Museum will be utilizing their approved budget line item for exhibits and we also have generous budgeted funds through the Riley County Historical Society both through their 2024 and 2025 budgets. The Society has also made a recommendation to their board to cover the costs associated with repainting the space so no County dollars or contracts need to be utilized for this part of the project. Staff expenses should actually run slightly less than what was budgeted due to slightly reduced hours of the As-Needed staff. All major work will be conducted by the full-time salaried staff. We will also utilize our strong volunteer force to assist us with additional staffing needs.

The opening event and reception, which will likely have refreshments and new merchandise for the gift store will be covered in-full by the Riley County Historical Society.

RECOMMENDATION(S)

It is recommended that the Museum be permitted to be closed to the public from December 26, 2024 through January 24, 2025 to remove the old, out of date exhibits in all galleries and re-install new, up to date, historically accurately and more diverse exhibits to showcase all of Riley County's heritage. Without the ability to close the facility, it will be very challenging for staff to conduct this important project without disrupting the guest experience and at times, their safety.

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:

- Exhibit Change Proposal Deck (PPTX)



Attachment: Exhibit Change Proposal Deck (15179 : Request for Temporary Closure)

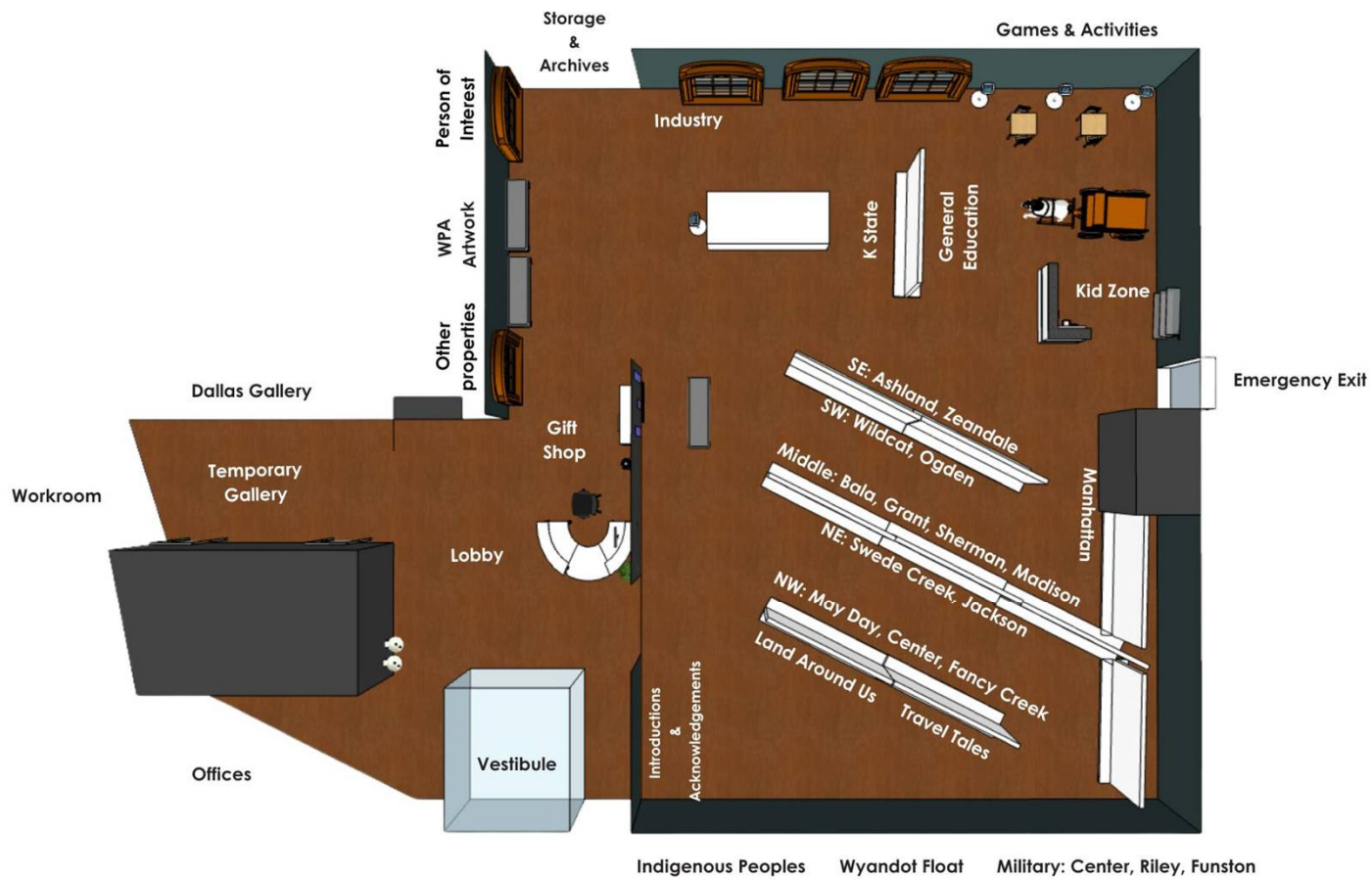








Attachment: Exhibit Change Proposal Deck (15179 : Request for Temporary Closure)





PUBLIC WORKS
Personnel

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, Public Works Director

MEETING: November 21, 2024

SUBJECT: Request to fill an open Facility & Grounds Technician I or II

PRESENTER: John Ellermann

BACKGROUND

We are here today to request approval to fill a vacant Facility & Grounds Technician II position in the Public Works Department/Parks Division. The position is open due to an employee resigning his position. This position is supervised by the Parks Supervisor.

The Facility & Grounds Technician II is a skilled position responsible for performing park and grounds maintenance and construction activities. A person in this position will operate park maintenance and construction equipment, apply pesticides and fertilizers.

This employee works under the direction of the Parks Supervisor and Parks Manager and is expected to carry out and complete work details as directed. Supervision is provided through consultations and review of the work performed.

DISCUSSION

Discuss advertising for a Facility & Grounds Technician I or II position within the Public Works Department/Parks Division.

FISCAL IMPACT

This is a current budgeted full time position within the Public Works Department.

RECOMMENDATION(S)

Staff does not have the capacity within their workload to absorb these additional duties.

Therefore, staff recommends filling this position.

POSSIBLE MOTION(S)

Move to approve the Public Works Department advertise for the open Facility & Grounds Technician I or II position.

Move to deny the Public Works Department advertise for the open Facility & Grounds Technician I or II position.

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Facility Grounds Technician I Position Description (PDF)
- Facility Grounds Technician II Position Description (PDF)
- 2024-11 PW Facility and Grounds Tech II PAF (DOCX)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	FACILITY AND GROUNDS TECHNICIAN I	
Department:	Parks	Division:
Reports To:	Park Supervisor	
Pay Range:	4	Status: Fulltime
FLSA Status:	Non-Exempt	

Position Summary: Facilities and Grounds Technician I is responsible for maintaining facilities, buildings and other county property. Performs general and specialized maintenance and construction work. This employee exercises considerable discretion in carrying out work details.

ESSENTIAL FUNCTIONS

- Maintains trees, turf, and ornamentals.
- Applies Pesticides & fertilizers.
- Maintains and repairs park and recreation facilities, buildings and grounds.
- Operates park maintenance and construction equipment.
- Helps train seasonal employees to safely operate park and facility maintenance equipment.
- Maintains daily labor, equipment, and material use records to report time worked and equipment used for cost accounting and accounts receivable processing. Charges out material used on projects and parts used on equipment.
- Pottorf Caretaker assignment - Maintains, makes repairs, sets up and breaks down for events renting Pottorf and CICO Park.
 - On call for Pottorf Hall for anything needed
 - Cleaning restrooms daily as needed.
 - Checking Dog Park- trash in Dog Park and throughout the park.
 - Mowing 2 or 3 days per week in season.
 - Assist set up and break down of the fair.
 - Assist in overseeing seasonal and fulltime staff during the fair.
 - Assisting vendors, 4-H's throughout the day during the fair.
- Assists in training and supervision of seasonal employees.

SECONDARY FUNCTIONS:

- Occasionally coordinates building scheduling for public access and use of fairgrounds facilities.
- Performs snow and ice removal to provide safe roads, parking lots, and sidewalks in adverse weather conditions as needed
- Performs work during and after regular hours, any day of the week, including holidays as needed.
- Performs other duties as assigned.

POSITION REQUIREMENTS:

Education: High school diploma or equivalent required.

License(s)/Certification(s): Valid driver's license required.

Experience: One to three seasons experience in grounds maintenance preferred not required. Considerable knowledge of materials, equipment, methods and practices. Some knowledge and skill in using standard methods, practices, tools and equipment of the building trades. Experience interacting with the public required.

Abilities: Ability to make minor repairs and adjustments, and to maintain medium duty construction and maintenance equipment. Ability to safely operate ground maintenance equipment efficiently and safely. Ability to work with materials, equipment, and practices essential to the maintenance of turf, trees, ornamentals, buildings, facilities, and park equipment. Ability to understand and follow oral and written instruction. Must maintain effective working relations with employees and the public. Ability to maintain daily labor and equipment records. Willingness to work in unpleasant weather conditions.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Employee is required to stand, walk, sit, use hands to finger, handle, or feel; reach with hands and arms climb or balance, talk or hear. Must frequently lift 20-50lbs and constantly lift 10-25lbs. Vision requirements include close, distance, color, and peripheral. The work requires sufficient body flexibility and strength to complete a project. Exposure to machinery, heights, excessive noise, corrosive solvents pesticides, flammable liquids and work in extreme temperature, humidity, wind and cold are expected.

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

Work involves everyday risks or discomforts typical of such places as offices, meeting or training rooms. Work in an office setting can require visual attention and dexterity in computer operation. Majority of the work is performed in the field where conditions will vary greatly. The employee is exposed to wet and/or humid conditions, moving mechanical parts, high, precarious places; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions; extreme cold; extreme heat; vibration. The noise level can vary from normal to very loud. On occasion, protective clothing such as a hard hat, safety vest, ear protection, boots, gloves, safety glasses or face shield may be required.

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

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

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	FACILITY AND GROUNDS TECHNICIAN II	
Department:	Parks	Division:
Reports To:	Park Supervisor	
Pay Range:	6	Status: Fulltime
FLSA Status:	Non-Exempt	

Position Summary: This is skilled work performing park and grounds maintenance and construction activities. Work involves performing general and specialized maintenance tasks, operating various mechanical tools and equipment to perform general and specialized work in tree, turf, building maintenance and construction. This position assists with the maintenance of buildings, fairgrounds, and other county property. This employee exercises considerable discretion in carrying out work details.

Essential Functions:

- Maintains trees, turf, and ornamentals, including mowing, planting, pruning, fertilizing, watering, and pesticide application, underground sprinkler system operation.
- Operates maintenance/construction equipment: utility trucks, commercial mowers, tractors, trimmers, tillers, compactors, power brooms, boom trucks, sprayers, chain saws, heavy duty dump trucks, backhoes, large loaders, air compressors, snow removal equipment, snow blowers, jackhammers, fertilizer applicators, floor cleaning and building maintenance equipment etc.
- Maintains and repairs park and recreation facilities, buildings, and grounds.
- Assists in inspecting and repairing playground equipment, building structures, plumbing systems, electrical systems, irrigation systems, appliances, roofing systems, HVAC systems, public address systems and other building systems.
- Paints, cleans restrooms, buffs floor, cleans carpets and other routine maintenance.
- Maintains preventative maintenance for buildings, generators, fire extinguishers, emergency lighting, and other systems.
- Sets up for park events
- Maintains and repairs park maintenance tools and equipment.
- Diagnoses and basic repairs equipment, sprayer and pump repairs.
- Assists with earthwork and grading of landscaped areas, open park space, parking lots, and internal park roads, alignment, shape, profile, and finish.
- Pottorf Caretaker assignment - Maintains, repairs, set-up and break down for events
 - On-call for Pottorf Hall for anything needed
 - Cleaning restrooms daily as needed.
 - Checking Dog Park- trash in Dog Park and throughout the park.
 - Mowing 2 or 3 days per week in season.
 - Assist set up and break down of the fair.
 - Assist in overseeing seasonal and full-time staff during the fair.
 - Assisting vendors, 4-H's throughout the day during the fair.
- Assists in training and supervision of seasonal employees.

Secondary Functions:

- Occasionally coordinates building scheduling regarding public access.
- Maintains daily labor, equipment, and material use records to report time worked and equipment used for cost accounting and accounts receivable processing.
- Performs snow and ice removal operations on roads, parking lots, and sidewalks.
- Purchases, stores, organizes, inventories, and utilizes parts, tools, maintenance supplies and other commodities used for park and facility maintenance.
- Loads, hauls, and stockpiles materials to rebuild grounds, fill washouts, construct landscapes,

and repair roads and parking lots.

- Installs and maintains signs, barricades, fencing and other delineation.
- Performs other duties as assigned.

POSITION REQUIREMENTS:

Education: High school diploma or equivalent required. Class A Commercial License and tanker endorsement preferred.

Certified turf and ornamental pesticide applicator's license (Class 3A & 3B) within 6 months of hire. Kansas arborist's certification and a certified playground safety inspector classification preferred.

Experience: 1 year experience in building maintenance required, 3 years' experience in tree and turf maintenance required, basic computer skills required (i.e., Microsoft office). Experience working with fertilizers and their safe and effective application.

Abilities: Ability to make minor repairs and adjustments, and to maintain medium duty construction and maintenance equipment. Ability to safely operate ground maintenance equipment efficiently and safely. Ability to work with materials, equipment, and practices essential to the maintenance of turf, trees, ornamentals, buildings, facilities, and park equipment. Ability to understand and follow oral and written instruction. Must maintain effective working relations with employees and the public. Ability to maintain daily labor and equipment records. Willingness to work in unpleasant weather conditions.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Employee is required to stand, walk, sit, use hands to finger, handle, or feel; reach with hands and arms climb or balance, talk or hear. Must frequently lift 20-50lbs and constantly lift 10-25lbs. Vision requirements include close, distance, color, and peripheral. The work requires sufficient body flexibility and strength to complete a project. Exposure to machinery, heights, excessive noise, corrosive solvents pesticides, flammable liquids and work in extreme temperature, humidity, wind and cold are expected.

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

Work involves everyday risks or discomforts typical of such places as offices, meeting or training rooms. Work in an office setting can require visual attention and dexterity in computer operation. Majority of the work is performed in the field where conditions will vary greatly. The employee is exposed to wet and/or humid conditions, moving mechanical parts, high, precarious places; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions; extreme cold; extreme heat; vibration. The noise level can vary from normal to very loud. On occasion, protective clothing such as a hard hat, safety vest, ear protection, boots, gloves, safety glasses or face shield may be required.

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

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

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

- Submitted by Julie Winter on 11/17/2024 at 06:31 AM
- John Ellermann, Final Approval

Internal Position Details (not displayed on job posting)

Company Riley County, KS	Position Template Facility & Grounds Tech II [FACGRDII]	Work Location Public Works Building
Job ID 2865961	Salary Salary Range \$20.74 - \$22.54	Supervisor Position No
Pay Grade RANGE 6 [RANGE 6]	EEO Class Service - Maintenance [8]	Workers Compensation 9015 [9015]
Cost Center 1 County General [1]	Cost Center 2 Public Works [40]	Cost Center 3 Parks [81]
1 Job Slot FACILIT-1		

Supervisor: Jeffrey Martinez

Department Head: John Ellerman

- ☒No changes to Position or Budget

☒Budgeted

☐New request for budget (details attached)
- ☒Position Description attached

☐New or updated position description
- Total annual hours: 2080

Salary: \$46,883.20

Budget for Benefits: \$18,518.86

Total proposed annual budget: \$65,402.06

Additional Position Comments: _____

BoCC Chair

Date: _____

BoCC Member

Date: _____

BoCC Member

Date: _____

Attachment: 2024-11 PW Facility and Grounds Tech II PAF (15167 : Request to fill Facility & Grounds



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Memorandum

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

COMMISSION AGENDA REPORT

FROM: Jacob Hansen, Deputy County Counselor

MEETING: November 21, 2024

SUBJECT: Memorandum of Agreement as it relates to American Rescue Plan Act Funds.

PRESENTER: Jacob Hansen, Deputy County Counselor

BACKGROUND

The American Rescue Plan Act (“ARPA”) requires that funds awarded under the Act must be “obligated” no later than December 31, 2024. If funds are not obligated by this date, such funds shall revert to the Federal Government.

DISCUSSION

The projects that need to have funds obligated are as follows:

- Emergency Management Services Renovation
- Emergency Management Services Headquarters
- University Park Fire Station
- Keats Proposed Sewer Benefit District

The County Counselor’s Office worked in conjunction with the County Clerk and the Public Works departments in drafting the attached Memorandum of Agreement (“Agreement”). The Agreement has been verified by Witt O’Brien’s, the County’s consultant with respect to ARPA, to achieve the obligation requirement.

FISCAL IMPACT

A failure to execute this Agreement on or before December 31, 2024, will result in \$14,643,439 being reverted to the Federal Government, and the projects as listed previously will be severely under-funded among other concerns.

RECOMMENDATION

I recommend the Board approve the Agreement as presented.

POSSIBLE MOTION

- A. “I move the Board sign the Agreement as presented.”
- B. “I move the Board sign the Agreement, with the following changes. . .”
- C. “I move the Board **not** sign this Agreement.”

Enclosures:

- MOA - ARPA Project (PDF)
- ARPA MOA Exhibits A, B & C (PDF)

**MEMORADUM OF AGREEMENT BETWEEN
BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS
and
OFFICE OF THE COUNTY CLERK OF RILEY COUNTY, KANSAS**

This Memorandum of Agreement (“Agreement” or “MOA”), effective as of November 1, 2024 is made by and between the Board of County Commissioners of Riley County, Kansas (“the Board”), and the Office of the County Clerk of Riley County, Kansas (“Clerk”) to set out the parties’ mutual understanding as to the use of funds provided under the federal American Rescue Plan Act of 2021, as authorized by the Board by Motion on November 4, 2024.

WHEREAS, the federal government, pursuant to section 602 of Title VI of the Social Security Act established the Coronavirus State Fiscal Recovery Funds (“State Fiscal Recovery Funds”), as added by section 9901 of the federal American Rescue Plan Act of 2021 (“ARPA”) provided moneys to the State of Kansas to use for expenditures to respond to the public health emergency or its negative economic impacts, to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers, for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the public health emergency, and to make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, the Board appropriated \$14,643,439 in ARPA State Fiscal Recovery Funds for funding the following projects: Emergency Management Renovation, project #994, Emergency Management Services Headquarters, project #978; University Park Fire Station, project #992; and Keats, project #979 (collectively referred herein as “Projects”);

WHEREAS, the Board determined that ARPA State Fiscal Recovery Funds were available to finance such Projects; and

WHEREAS, the Board has directed the Clerk to ensure funding availability for the Projects in accordance with the Board’s lawful direction and all applicable law, rules, regulation, and United States Department of the Treasury (“Treasury”) interpretive guidance.

NOW, THEREFORE the parties understand and agree as follows:

1. **ARPA.** Clerk understands and agrees that pursuant to the ARPA, as codified in 42 U.S.C. 802(f);43 U.S.C. 803 (f), ARPA funds may only be used for the following:
 - a. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - c. For provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
 - d. To make necessary investments in water, sewer, or broadband infrastructure.

2. **Transfer of Funds.** The Board authorizes the Clerk to make available to the necessary county departments \$14,643,439, and in accordance with all Riley County policies and procedures.
3. **Program Eligibility and Scope.**
 - a. Clerk agrees that it will use the ARPA funds provided under this Agreement as directed by the Board;
 - b. Clerk further agrees that all such expenditures will comply with all applicable provisions of the ARPA and any and all reasonable and lawful guidance issued by Treasury as it relates to the use of the ARPA funds.
 - c. Specific requirements as it relates to the Projects are provided in attached exhibits. Project #994 and Project #978 are provided for Exhibit A. Project #992 is provided for in Exhibit B. Project #979 is provided for in Exhibit C.
4. **Expenditures.** Clerk shall comply with the terms of this Agreement, all applicable provisions of the ARPA and all reasonable and lawful guidance issued by Treasury as it relates to use of the ARPA Funds. Clerk shall exercise all due care in administering ARPA funds, keeping in mind federal restrictions on the use of ARPA funds and the limitations imposed by the Kansas Legislature.
5. **Administrative Costs.** Clerk shall only authorize the use of ARPA Funds for direct costs related to the implementation of the Projects. ARPA Funds shall not be used for any administrative or overhead costs.
6. **Availability.** Funds provided under this agreement shall be considered obligated pursuant to the requirements ARPA. Clerk shall not incur any obligations to be paid with the funding after such period of performance ends. Funds remaining after December 31, 2026 will no longer be available for disbursement by the Board, and will revert pursuant to ARPA.
7. **Reporting Requirements.** Clerk shall administer the program consistent with all ARPA requirements including definitions provided by law, regulation, Treasury guidance or the like and all applicable state rules, regulations, and statutes. Clerk shall meet all reporting requirements as provided by the United States Treasury, including 2 C.F.R. Part 200, provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance). Clerk shall provide timely and complete responses to requests from lawfully authorized auditors. Clerk shall provide such lawfully authorized auditors access to requested records and financial statements and provide any additional information as reasonably requested. Monthly reporting and compliance requirements shall include, but not be limited to:
 - a. Project information, to include project expenditure category as determined by the Clerk;
 - b. Project expenditures and obligations, both current and cumulative;
 - c. Project status;
 - d. Project demographic distribution, as defined by the U.S. Treasury Compliance and Reporting Guidance when released;
 - e. Detailed obligation and expenditure information for subawards greater than \$50,000;
 - f. Any additional reporting requirements as required by the United States Treasury, the Kansas Legislature, or the Office of the County Clerk.
8. **Term.** This MOA shall be in effect through December 31, 2026.

- 9. Modification.** This Agreement may be modified by the written agreement of all parties, except that in the event of changes in any applicable Federal statutes, regulations, or guidance regarding the use of funds, this Agreement shall be deemed to be amended when the statutory requirements for use of such funds are changed or when required to comply with any law or guidance so amended. Such deemed amendments shall be effective as of the effective date of the statutory or regulatory change or the date the guidance is issued.
- 10. Termination of Agreement.** The Board may terminate this Agreement, in whole or in part, if Clerk fails to comply with the conditions of the Agreement or subsequent amendments. In the event of termination by the Board, any portion of the funds not expended or encumbered at the time of termination shall be returned pursuant to ARPA.
- 11. Representative's Authority to Contract.** By signing this Agreement, the representative of the Clerk represents that such person is duly authorized by the Clerk to execute this agreement on behalf of the Clerk and that the Clerk agrees to be bound by the provisions thereof.
- 12. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.
- 13. Counterparts.** This MOA may be executed in one or more counterparts, each of which shall constitute an original of the MOA, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

**BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS**

**OFFICE OF THE COUNTY CLERK
OF RILEY COUNTY, KANSAS**

John Ford, Chairman

Rich Vargo, Riley County Clerk

Date: _____

Date: _____

Greg McKinley, Vice Chairman

Date: _____

Kathryn Focke, Member

Date: _____

EXHIBIT A



DATE: March 10, 2022

Riley County, Kansas
Public Works Department
6215 Tuttle Creek Blvd
Manhattan, KS 66503
Attn: John Ellermann, Director of Public Works

RE: RILEY COUNTY PUBLIC SAFETY HEADQUARTERS
Project #K21518

This agreement authorizes **Archimages, Inc.** to provide Architectural, and Planning Services for the project named above. The general Scope of Work and Fee basis is as described below. Consultant's Fees and Fee advance requirements are included only as specified.

Archimages is pleased to present our proposal for planning services for a new public safety headquarters for Riley County.

Project Scope:

New Headquarters Facility: A new public safety headquarters facility will be developed on county-owned property on the south side of Claflin Road at Charles Little Road, replacing the existing EMS facility. It will also house a training room that can double as a county emergency operations center, offices for Emergency Management, Emergency Medical Services, Rural Fire Department.

PSAP/ 911 Dispatch: The 911 dispatch center may also be included in the new building. Currently, the County's emergency communications center (ECC) provides services for law enforcement, fire, and emergency medical services (EMS) ambulance services. The services described below will include analysis and recommendations to help the county decide where the dispatch center should be located.

Site Study: The land that is owned by the county, approximately 11 acres in total, will be studied to consider options for siting the new building and its parking/drives. Options will be considered to include reconfiguring existing parking lots, confirming required the number of required parking spaces, and possible road vacation with the study resulting in a recommendation for site selection.

Proposed Services:

Part One – Space needs Study: Archimages will visit the existing locations of the various components to be included in the project and meet with staff members as designated by the county. The meeting agenda will be targeted at learning about the operations, staffing, equipment, and technology needs. Our findings and projections will be reviewed in draft form with staff, prior to finalizing the document. The resulting deliverable will be a report that describes detailed space needs, security requirements, public access, and internal adjacencies. Technology and equipment need of each space will be described as well. Once the location of the PSAP/911 is determined, the space needs for that facility will be included in the report. This study will provide an overall projection of the size of the building as well as the needs for each individual space in the building.

Part Two – Dispatch Study: Fitch and Associates will assist Archimages, Inc. in analysis of space need requirements for a proposed public safety communications center for Riley County, including options for backup/alternative Public Safety Answering Point (PSAP). Fitch will provide a data analysis that will allow the county to decide if it is optimal to maintain the dispatch center in the current location. To achieve that Fitch will evaluate existing workload demands and associated staffing requirements. Fitch will analyze existing computer-aided dispatch, 911 telephone, and radio data to assess and model the required ECC current and future staffing requirements to define space needs and broad spatial relationships needed for a future and backup ECC.

Component 1 — Data Collection and Baseline Assessment: Fitch will provide a data request that addresses key items outlined in the assessment process. The data requested will include the necessary Computer Aided Dispatch (CAD) data, and to the degree required telephony and radio data, to appropriately assess the required time on task for each component of the 911 call intake and dispatch process, assess the correct number of intake/outgoing infrastructures, and to measure performance. Quantitative statistical analyses will be utilized to assess capabilities, technology, infrastructure, staffing, and current performance. We are allowing two weeks in our schedule for the county to collect and provide the necessary data.

Component 2 — Workload Statistics, Future Demands, and Future Staffing Requirements: In this component, Fitch will undertake descriptive statistics on current demand levels, project future anticipated workload over the next three decades, and compare the current design and performance of the dispatch center to those recommended standards and practices. National standards that could impact design requirements, space needs, and influence spatial orientations within the ECC will be consulted.

The report that Fitch will provide gives the number of personnel, which drives the discussion of whether there is enough space available for them to stay in the Police building. It will provide facts for the discussion on size for the communication center but does not include a recommendation from Fitch as to location. In this basic proposal option, Fitch is analyzing data, but is not visiting the site. If the data analysis supports the idea of moving the PSAP from its current location, they you might want to have Fitch continue their services with a site visit and more detailed recommendation of the preferred location for the PSAP. Pricing for this option is provided below.

Part Three – Site Layout Options: If a current land survey is not available in time to start our work, publicly available GIS information will be used to prepare a base map for site study. The general location of existing utilities (e.g., gas and electricity) that are not available in the GIS information will be determined, if possible, through discussion with the utility providers and approximately shown on the base map.

Square footage from Parts 1 and 2 will be used to develop basic blocks of required space. These blocks can then be used to consider options for the building layout as it may impact the footprint on the site (e.g., number of stories).

Parking needs for the existing buildings on site will be analyzed and compared to existing parking count and zoning requirements. Proposed modifications to the parking count may be discussed with the planning department to consider opportunities for shared parking and overall parking reduction.

Archimages will prepare site study alternatives for discussion. The studies will illustrate, in preliminary form, potential building locations, and modification to paved areas. The studies will show alternatives for reconfiguring drives and parking, along with potential required relocation of utilities and/or changes to existing roadways. Initially the options will be draw in sketch form. The finally selected option will be rendered in more detail but will remain as a conceptual drawing.

Part Four – Budgeting: The information developed in Parts One, Two, and Three will be used to help the County project the overall project budget requirement. This will be a conceptual budget, as at this point there will be no project design documents to estimate from. Cost projections will be based on the

anticipated building size and land are to be involved in the project. The budget projection will include construction costs as well as line items for furniture, equipment, and "soft" costs.

Part Five – Construction Manager at Risk (CMAR) Selection: Archimages will assist the County with preparation of the Request for Proposal. This assistance will endeavor to provide guidance regarding important items that should be requested of the interested firms. Archimages will then assist with the evaluation of proposals, developing a "short list" for interview, and will be a non-voting participant in the interviews.

Services not included in this proposal:

Some of the services listed below may be required as the project progresses, after the initial study phase. If any of these services become necessary, we will provide you with the additional cost of those services under a separate proposal.

- Professional design services, beyond the preliminary work described above, to fully design the facility. A fee proposal for the required services will be provided by Archimages following the work included in this proposal.
- Condition survey of existing utility infrastructure.
- Traffic engineering study. City planning has indicated, thus far, that it is not needed.
- Land survey, platting, street vacation, encroachment documentation.
- Development plan submission and rezoning may be required as part of the design process following the services included in this proposal.
- An environmental assessment may be required when seeking federal financial assistance for the project. These services should be secured from a firm that specializes in this type of work.
- Analysis of the existing buildings, beyond the required parking counts.

Fee:

Archimages will perform the services outlined in this proposal under a **guaranteed maximum (GM)** fee format. If at the end of the process, we have not utilized the entire fee it will result in a cost savings to the owner.

Part One – Space needs Study:	\$33,875.00
Part Two – Dispatch Study:	18,500.00
Part Three – Site Layout Options:	29,200.00
Part Four – Budgeting:	2,725.00
Part Five – CMAR Selection:	2,850.00
Total	\$87,150.00

Optional site visit and recommendations from Fitch add:	\$23,150.00
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Reimbursable expenses will be an additional charge of cost plus 10% and include, but are not limited to, printing, mileage, courier, plots, and artist renderings. For the services in this proposal, we suggest a budget of \$9,000.00 for reimbursable expenses.

Invoices are sent monthly and due upon receipt.

While the fee may be incorporated into a future contract, should the project not proceed or should a more comprehensive contract not be achieved, this agreement will be valid for work performed until the delivery of written notice of termination by either party.

Charges will be due within thirty (30) days of the invoice date. Interest will be charged on unpaid balances at the rate of one and one-half percent (1-1/2%) per month compounded monthly.

Thank you for allowing us the opportunity to submit this proposal. Please do not hesitate to call with any questions.

14205 W. 95th St. • Lenexa, Kansas 66215 • (913) 378-9533 • www.archimages-stl.com

OWNER:

Riley County, Kansas
 110 Courthouse Plaza
 Manhattan, KS 66502-1025

By: 
 3-31-22
 Date: _____

ARCHITECT:

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

By: 
 By: Kile R. Morrison, AIA
 Date: March 10, 2022

NOTICE TO OWNER:

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Attachment: ARPA MOA Exhibits A, B & C (15172 : Memorium of Agreement for ARPA Funds)

Attachment to "Contract" Between Riley County, KS (hereinafter "County"), and Archimages (hereinafter "Architect").

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

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Architect 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.** Architect 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.** Architect shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. Any Contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.
5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue

the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Architect. In the event of such termination, County agrees to give written notice of termination to Architect. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Architect.

6. ANTI-DISCRIMINATION CLAUSE.

- 6.1. In carrying out the Contract, Architect shall comply with K.S.A. 44-1001 *et seq.*
- 6.2. Architect shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- 6.3. In all solicitations or advertisements for employees, Architect shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 6.4. If Architect 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, Architect shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 6.5. If Architect 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, Architect shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 6.6. Architect shall include the provisions of paragraphs 6.1 through 6.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Architect.
- 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Architect employs fewer than four employees or if Architect's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

7. ACCEPTANCE OF CONTRACT. The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.

8. ARBITRATION, DAMAGES, WARRANTIES. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED**

DOCUMENTATION. By signing the Contract, the representative of Architect thereby represents that such person is duly authorized by Architect to execute the document on behalf of Architect and Architect agrees to be bound by the provisions thereof. Architect shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.

10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Architect for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.

11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Architect shall bear the risk of any loss or damage to any personal property to which Architect holds title.

12. **TERM AND TERMINATION.**

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

12.2. **Termination for Cause.** If Architect shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Architect 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 Architect of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.

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

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

12.5. **Payment Calculation upon Termination.** In the event of termination under the Contract by either party, any amount owed Architect will be calculated based solely upon payment for fair value of acceptable services provided by Architect to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.

13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Architect and County is of a contractual nature. Both parties assert

and believe that Architect is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Architect is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Architect, and employees of Architect, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Architect, and employees of Architect, 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 Architect. Architect shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Architect's sole expense.

14. **PERSONNEL.**

- 14.1. **Qualified Personnel.** Architect represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.
- 14.2. **Minimum Wages.** Architect will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- 14.3. **Employee Conflict of Interest.** Architect shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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

- 15.1. **Interest of Public Officials and Others.** No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.
- 15.2. **Interest of Architect.** Architect covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.
- 15.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Architect to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding

or submitting a proposal to compete for the award of such procurement.

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

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

18. **RECORDS, REPORTS AND INSPECTION.**

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

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

18.3. **Reports.** During the term of this contract, Architect shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Architect will be withheld by County if Architect fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

18.4. **Availability of Records.** Upon advance written notice Architect agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

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

19.1. **Billing Procedures.** Architect agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum

amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.

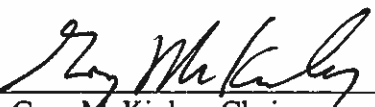
- 19.2. **Support Documentation.** Billing shall be supported with documentation required by the County including, but not necessarily limited to, that documentation described in paragraph 18, above.
 - 19.3. **Reimbursement Restrictions.** Payments shall be made to Architect only for items and services 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 Architect if County believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.
 - 19.4. **Pre-disbursement Requirements.** Architect must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Architect.
 - 19.5. **Mailing Address.** Payments shall be mailed to Architect's address as set forth herein.
20. **LICENSES AND PERMITS.** Architect shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Architect shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.
 21. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
 22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
 23. **MERGER/SALE/TRANSFER OF ARCHITECT ASSETS.** Architect will notify County in writing at least thirty (30) calendar days in advance of Architect's merger with any other business entity, or of any sale or other transfer of Architect's assets to any other business entity. In the event of any such merger, sale or other transfer of Architect assets, Architect 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 Architect assets. After such merger, sale or other transfer of Architect assets, Architect will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Architect under this Contract.

24. **LIABILITY INSURANCE.** Architect agrees to maintain the minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for Proposal and/or the contract or agreement to which this is attached. Liability insurance coverage must be considered as primary and not as excess insurance (excluding Workers' Compensation and Professional Liability). Architect shall furnish a certificate evidencing such coverage, with County named as an additional insured (excluding Workers' Compensation and Professional Liability), which shall be delivered to the Office of the Riley County Counselor for approval.
25. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Architect to perform the services hereunder, Architect agrees to promptly replace that person with an individual approved by County.
26. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
27. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

ARCHIMAGES

BOARD OF COUNTY COMMISSIONERS OF
RILEY COUNTY, KANSAS

By: 
Kile R. Morrison, Managing Director

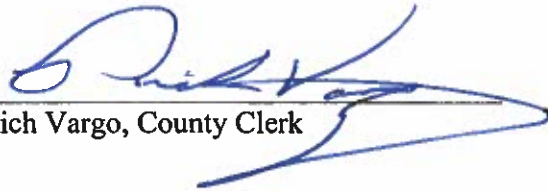
By: 
Greg McKinley, Chairman

Date

Date

3-31-22

ATTEST:


Rich Vargo, County Clerk

Approved as to Form

By: 
Clancy Holeman
Riley County Counselor

Date:

4-1-22

Attachment: ARPA MOA Exhibits A, B & C (15172 : Memorium of Agreement for ARPA Funds)



AIA Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: <i>(name and address)</i> Riley County Public Safety Headquarters (Ai #K21518)	AGREEMENT INFORMATION: Date: September 21, 2022	AMENDMENT INFORMATION: Amendment Number: 001 Date: June 7, 2023
OWNER: <i>(name and address)</i> Riley County, Kansas 110 Courthouse Plaza Manhattan, Kansas 66502	ARCHITECT: <i>(name and address)</i> Archimages, Inc. 14205 W. 95th Street Lenexa, Kansas 66215	

The Owner and Architect amend the Agreement as follows:

In order to fit the Work in the Owner's \$14 million budget, the project will now be divided into two buildings. The first is a building to house a new EMS station and EMS administration. The second will remodel the existing EMS station to create a space for Emergency Management and County Fire administration and provide space for an Emergency Operations Center. It will be necessary to construct the new building before construction can start on remodeling the existing EMS building. The Architect will therefore create two sets of construction documents and the duration of the construction period will be extended beyond that anticipated for a single building.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Add \$135,860.00 to the original total not to exceed amount of \$884,150.00 for a new maximum fee of \$1,020,010.00.

Schedule Adjustment:

Construction documents for the remodel project will be developed following completion of the design of the new building. The anticipated construction period for both buildings is extended from and anticipated 14 months to 20 months.

SIGNATURES:

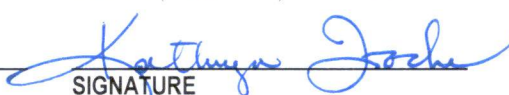
Archimages, Inc.
ARCHITECT *(Firm name)*



SIGNATURE
Kile R. Morrison, Managing
Director
PRINTED NAME AND TITLE

June 7, 2023
DATE

Riley County
OWNER *(Firm name)*



SIGNATURE
Kathryn Foeke, Chair
PRINTED NAME AND TITLE

6-26-23
DATE

EXHIBIT B

AIA® Document A101® – 2017
Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 10th day of October in the year two thousand twenty four (2024)
(In words, indicate day, month and year.)

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

Board of County Commissioners of Riley County, Kansas
110 Courthouse Plaza
Manhattan, Kansas 66502

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

Riley Construction Company, Inc.
201 6th Street
Wamego, Kansas 66547

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

Riley County Fire District #1
University Park Station 110

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

Anderson Knight Architects, LLC
2505 Anderson Avenue, Suite 201
Manhattan, KS 66502

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1984776521)

Attachment: ARPA MOA Exhibits A, B & C (15172 : Memorium of Agreement for ARPA Funds)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner via the Architect.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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User Notes:

(1984776521)

☒ Not later than one hundred eighty (180) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be two hundred thirtythousand one hundred thirty five dollars (\$ 230,135.00), subject to additions and deductions as provided in the Contract Documents. This Contract Sum includes the plumbing rough-in and utility scope as part of the base bid. Owner will provide Electrical, HVAC, Site Work, painting, propane tank/lines.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Five hundred dollars (\$500.00) per calendar day per Section 00800 – Supplementary Conditions

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

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Attachment: ARPA MOA Exhibits A, B & C (15172 : Memorium of Agreement for ARPA Funds)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth (15th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth (15th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%)

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

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Reference the "Contractual Provisions Attachment" for termination payment calculation.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Russel Stukey (rstukey@rileycountyks.gov)
EM Director / Fire Chief
Riley County
115 N. 4th
Manhattan, Kansas 66502
785-537-6333

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Brian Thompson (thompson@rileybuilds.com)
201 6th Street
Wamego, Kansas 66547
785-539-6022

Init.

/

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Attachment: ARPA MOA Exhibits A, B & C (15172 : Memorium of Agreement for ARPA Funds)

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

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

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

Email to Owner's representative: Russel Stuke; rstukey@rileycountyks.gov
Email to Contractor's representative; thompson@rileybuilds.com

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .5 Drawings

Number	Title	Date
See attached Exhibit A for Drawing List		

- .6 Specifications

Section	Title	Date	Pages
See attached Exhibit B for Table of Contents			

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Paragraphs deleted)

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X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit C	Contractual Provisions Attachment	N/A	8

(Paragraphs deleted)

.9 Other documents, if any, listed below:

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

Contractor's Bid Form (attached)

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



OWNER (Signature)

Board of Riley County Commissioners of Riley
County, Kansas
John Ford, Chairman

(Printed name and title)



CONTRACTOR (Signature)

Riley Construction Company, Inc.
Bryan Newell, Vice President

(Printed name and title)

Digitally signed by Bryan Newell
DN: c=US, E=bryan@rileyco.com, O=Riley
Construction Company, Inc., OU=Vice President,
CN=Bryan Newell
Date: 2024.09.26 07:24:48-05'00'

Init.

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Attachment: ARPA MOA Exhibits A, B & C (15172 : Memorium of Agreement for ARPA Funds)

Additions and Deletions Report for AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:57:19 ET on 09/24/2024.

PAGE 1

AGREEMENT made as of the 10th day of October in the year two thousand twenty four (2024)

...

Board of County Commissioners of Riley County, Kansas
110 Courthouse Plaza
Manhattan, Kansas 66502

...

Riley Construction Company, Inc.
201 6th Street
Wamego, Kansas 66547

...

Riley County Fire District #1
University Park Station 110

...

Anderson Knight Architects, LLC
2505 Anderson Avenue, Suite 201
Manhattan, KS 66502

PAGE 2

☒ A date set forth in a notice to proceed issued by ~~the Owner~~ the Owner via the Architect.

PAGE 3

☒ Not later than one hundred eighty (180) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be two hundred thirty thousand one hundred thirty five dollars (\$ 230,135.00), subject to additions and deductions as provided in the Contract Documents. This Contract Sum includes the plumbing rough-in and utility scope as part of the base bid. Owner will provide Electrical, HVAC, Site Work, painting, propane tank/lines.

...

N/A

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...

N/A

...

N/A

...

N/A

...

Five hundred dollars (\$500.00) per calendar day per Section 00800 – Supplementary Conditions

...

N/A
PAGE 4

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

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth (15th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth (15th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

Ten percent (10%)
PAGE 5

N/A

...

N/A
PAGE 6

[X] Litigation in a court of competent jurisdiction

...

Reference the "Contractual Provisions Attachment" for termination payment calculation.

...

Russel Stukey (rstukey@rileycountyks.gov)
EM Director / Fire Chief
Riley County
115 N. 4th

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Attachment: ARPA MOA Exhibits A, B & C (15172 : Memorium of Agreement for ARPA Funds)

Manhattan, Kansas 66502
785-537-6333

...

Brian Thompson (thompson@rileybuilds.com)
201 6th Street
Wamego, Kansas 66547
785-539-6022
PAGE 7

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

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

Email to Owner's representative: Russel Stukey; rstukey@rileycountvks.gov
 Email to Contractor's representative: thompson@rileybuilds.com

...

~~§ 8.7 Other provisions:~~

...

- ~~.2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds~~
- ~~.3 AIA Document A201™-2017, General Conditions of the Contract for Construction~~
- ~~.4 Building information modeling exhibit, dated as indicated below:~~
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

...

See attached Exhibit A for Drawing List

...

See attached Exhibit B for Table of Contents

...

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

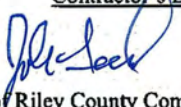
☐ ~~AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:~~
(Insert the date of the E204-2017 incorporated into this Agreement.)

☒ The Sustainability Plan: ☒ Supplementary and other Conditions of the Contract:
 Title Date Pages

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Exhibit C</u>	<u>Contractual Provisions Attachment</u>	<u>N/A</u>	<u>8</u>
[] — Supplementary and other Conditions of the Contract:			
<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>

PAGE 8

Contractor's Bid Form (attached)

...

Board of Riley County Commissioners of Riley
County, Kansas
John Ford, Chairman

Bryan Newell
Digitally signed by Bryan Newell
 DN: c=US, e=bryan@rileybuilds.com, o="Riley
 Construction Company, Inc.", ou=Vice President,
 cn=Bryan Newell
 Date: 2024.09.26 07:25:12-0500
Riley Construction Company, Inc.
Bryan Newell, Vice President

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Nick Whitney, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:57:19 ET on 09/24/2024 under Order No. 2114471388 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.


 (Signed)

Partner
 (Title)

10-8-24
 (Dated)

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generously donated by Ascension Via Christi and was made possible by 5.9 million in government grants that will help address the urgent childcare needs of the community with a transformative solution for local families, providers, and early childhood education students.

Wednesday afternoon I had my October Teams call with NACo's Community Economic and Workforce Development Committee. After some open remarks from our Chair Angela Conley, Commissioner Hennepin County, Minnesota we heard from Manny Lamarre, Deputy Assistant Secretary Employment and Training Administration with the U.S. Department of Labor on the National Apprenticeship Week Overview. Next speaker was Steve Voytek, Policy Advisor, Foresight Law+Policy and he discussed the current status of the WIOA reauthorization. The third speaker was Mirelle Burgoyne, Deputy Executive Director with the National Association of Development Organizations and she discussed the overview and recent action related to EDA reauthorization. Michael Matthews, Legislative Director, NACo gave us the usual legislative update from Capitol Hill, and that completed the call.

Wednesday night I attended Business After Hours hosted by Anderson Knight Architects and ICON Structures out at No Stone Unturned. First time I have had the chance to see the facility and it is amazing. They did a wonderful job designing and putting it together. They will be having an official ribbon cutting at some point and I would suggest checking it out.

Business Meeting

3. Closing Upon Transfer of Property for New University Park Fire Station

Move that the Board accept the transfer of the new fire station property by UPID to Riley County via special warranty deed and authorize the Chair of the Riley County Board of County Commissioners to execute the Sales Validation Questionnaire and all other documents that may be required by Charlson & Wilson to close the transaction and record the special warranty deed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Greg McKinley, County Commissioner
SECONDER:	Kathryn Focke, County Commissioner
AYES:	Ford, Focke, McKinley

4. Fire Station 110 , University Park, Construction Contract with Riley Construction

Stukey said the price to finish the bathroom and the concrete apron can be deleted.

Move to approve contract with Riley Construction to build Fire Station 110 (University Park), remove the options for the 30' concrete slab and finished restroom, with the amount not to exceed \$230,135, to be paid for with ARPA funds.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kathryn Focke, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

5. Riley County Health Department Custom Data Processing Agreement

Move to approve the Amendment to the Custom Data Processing Agreement with the Riley County Health Department.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Greg McKinley, County Commissioner
SECONDER:	Kathryn Focke, County Commissioner
AYES:	Ford, Focke, McKinley

6. 2025 Pawnee Mental Health Contract Approval

Move to approve the Pawnee Mental Health Services 2025 Contract for services.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kathryn Focke, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

7. Retail Dealer's 2025 Cereal Malt Beverages License for Stagg Hill Golf Club

Move to sign a Retail Dealer's 2025 Cereal Malt Beverages License for Stagg Hill Golf Club, 4441 Stagg Hill Road, Manhattan, Kansas 66502.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Greg McKinley, County Commissioner
SECONDER:	Kathryn Focke, County Commissioner
AYES:	Ford, Focke, McKinley

8. Sign a Tax Roll Correction



Riley Construction Company, Inc.

201 6th STREET WAMEGO, KS. 66547. PH 785-539-6022.

Submitted To	Riley County	Project	University Park Fire Station
Contact	Russel Stukey	Project Address	10987 Lakeview Drive
Address		City/State	Manhattan, KS
City/State	Manhattan, KS	Email	rstukey@rileycountyks.gov
Phone		Cell	
Fax		Architect	Anderson Knight
Date	9-6-24	Plan Date	2-10-23

We hereby propose to furnish labor, material, and equipment for the following:

Fire Station Scope with updated pricing: **\$209,130**

Plumbing Rough in and utility scope ADD: **\$21,005**

Bathroom Finish ADD: **\$9,658**

Larger 30' Approach ADD: **\$7,966**

Exclusions: Applicable Sales Tax, Permits, Temporary Power, Rock Excavation, Material Storage facility & site safety, all items not specifically detailed above.

Scopes by owner: Electrical, HVAC, Site work, painting, propane tank/lines.

Proposal amount in accordance with specifications for job above	See Above
Payment terms as follows	AIA Monthly Progress Payments

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Ins.

Authorized
Signature:

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Title:

Commissioner

Date:

10-10-24

Signature:

Title:

Date:

Exhibit A

DRAWING INDEX

Sheet List	
Sheet Number	Sheet Name
01 - General	
G1.01	General Information
05 - Structural	
S0.01	General Notes & Details
S1.01	1st Floor Framing Plan & Details
06 - Architectural	
A1.01	First Floor Plan
A4.01	Exterior Elevations
07 - MEP	
MEP1.01	MEP Cover Page
MEP2.01	Mechanical Specification
MEP2.02	Electrical Specification
08 - Mechanical	
M1.01	HVAC Floor Plan
M2.01	HVAC Schedules & Details
09 - Plumbing	
P1.01	Plumbing Floor Plan
P2.01	Plumbing Schedules and Details
10 - Electrical	
E1.01	Lighting Floor Plan
E2.01	Power Floor Plan
E3.01	Electrical Schedules & Details

Riley County Fire District

University Park Station 110

Exhibit B

DOCUMENT 00010 PROJECT MANUAL TABLE OF CONTENTS

INTRODUCTORY INFORMATION

Title Page	
00010	Project Manual Table of Contents

BIDDING REQUIREMENTS

00100	Invitation to Bid
00200	Instructions to Bidders
00210	Supplementary Instructions to Bidders
00410	Bid Form
00435	Bid Security Forms
00520	Agreement Forms
00610	Bonds
00700	General Conditions
00800	Supplementary Conditions

DIVISION 1 GENERAL REQUIREMENTS

01110	Summary of Work
01250	Contract Modification Procedures
01290	Payment Procedures
01310	Project Management and Coordination
01320	Construction Progress Documentation
01330	Submittal Procedures
01400	Quality Requirements
01500	Temporary Facilities and Controls
01610	Basic Product Requirements
01620	Product Options
01630	Product Substitution Procedures
01725	Field Engineering
01770	Closeout Procedures

Note: Specifications were not updated specifically for University Park. The intent of the specifications still applies with scope of work updated per Riley Construction Company proposal dated 9-6-24 and attached.

DIVISION 2 SITE CONSTRUCTION

02300	Earthwork
	Geotechnical Report for University Park Station 2
	Geotechnical Report for Ashland Bottoms Station 10
02365	Termite Control

DIVISION 8 DOORS AND WINDOWS

08110	Steel Doors and Frames
08361	Sectional Overhead Doors
08710	Door Hardware

DIVISION 9 FINISHES

09900	Paints and Coatings
-------	---------------------

DIVISION 13 SPECIAL CONSTRUCTION

13121	Pre-Engineered Buildings
-------	--------------------------

21022 Riley County Fire District #1
SECTION 00210 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Student Use	
Answer	Final Grade
Part 1: Multiple Choice	
1. ☐ A	Correctly identified.
2. ☐ B	Correctly identified.
3. ☐ C	Correctly identified.
4. ☐ D	Correctly identified.
5. ☐ E	Correctly identified.
6. ☐ F	Correctly identified.
7. ☐ G	Correctly identified.
8. ☐ H	Correctly identified.
9. ☐ I	Correctly identified.
10. ☐ J	Correctly identified.
11. ☐ K	Correctly identified.
12. ☐ L	Correctly identified.
13. ☐ M	Correctly identified.
14. ☐ N	Correctly identified.
15. ☐ O	Correctly identified.
16. ☐ P	Correctly identified.
17. ☐ Q	Correctly identified.
18. ☐ R	Correctly identified.
19. ☐ S	Correctly identified.
20. ☐ T	Correctly identified.
21. ☐ U	Correctly identified.
22. ☐ V	Correctly identified.
23. ☐ W	Correctly identified.
24. ☐ X	Correctly identified.
25. ☐ Y	Correctly identified.
26. ☐ Z	Correctly identified.
27. ☐ AA	Correctly identified.
28. ☐ AB	Correctly identified.
29. ☐ AC	Correctly identified.
30. ☐ AD	Correctly identified.
31. ☐ AE	Correctly identified.
32. ☐ AF	Correctly identified.
33. ☐ AG	Correctly identified.
34. ☐ AH	Correctly identified.
35. ☐ AI	Correctly identified.
36. ☐ AJ	Correctly identified.
37. ☐ AK	Correctly identified.
38. ☐ AL	Correctly identified.
39. ☐ AM	Correctly identified.
40. ☐ AN	Correctly identified.
41. ☐ AO	Correctly identified.
42. ☐ AP	Correctly identified.
43. ☐ AQ	Correctly identified.
44. ☐ AR	Correctly identified.
45. ☐ AS	Correctly identified.
46. ☐ AT	Correctly identified.
47. ☐ AU	Correctly identified.
48. ☐ AV	Correctly identified.
49. ☐ AW	Correctly identified.
50. ☐ AX	Correctly identified.
51. ☐ AY	Correctly identified.
52. ☐ AZ	Correctly identified.
53. ☐ BA	Correctly identified.
54. ☐ BB	Correctly identified.
55. ☐ BC	Correctly identified.
56. ☐ BD	Correctly identified.
57. ☐ BE	Correctly identified.
58. ☐ BF	Correctly identified.
59. ☐ BG	Correctly identified.
60. ☐ BH	Correctly identified.
61. ☐ BI	Correctly identified.
62. ☐ BJ	Correctly identified.
63. ☐ BK	Correctly identified.
64. ☐ BL	Correctly identified.
65. ☐ BM	Correctly identified.
66. ☐ BN	Correctly identified.
67. ☐ BO	Correctly identified.
68. ☐ BP	Correctly identified.
69. ☐ BQ	Correctly identified.
70. ☐ BR	Correctly identified.
71. ☐ BS	Correctly identified.
72. ☐ BT	Correctly identified.
73. ☐ BU	Correctly identified.
74. ☐ BV	Correctly identified.
75. ☐ BW	Correctly identified.
76. ☐ BX	Correctly identified.
77. ☐ BY	Correctly identified.
78. ☐ BZ	Correctly identified.
79. ☐ CA	Correctly identified.
80. ☐ CB	Correctly identified.
81. ☐ CC	Correctly identified.
82. ☐ CD	Correctly identified.
83. ☐ CE	Correctly identified.
84. ☐ CF	Correctly identified.
85. ☐ CG	Correctly identified.
86. ☐ CH	Correctly identified.
87. ☐ CI	Correctly identified.
88. ☐ CJ	Correctly identified.
89. ☐ CK	Correctly identified.
90. ☐ CL	Correctly identified.
91. ☐ CM	Correctly identified.
92. ☐ CN	Correctly identified.
93. ☐ CO	Correctly identified.
94. ☐ CP	Correctly identified.
95. ☐ CQ	Correctly identified.
96. ☐ CR	Correctly identified.
97. ☐ CS	Correctly identified.
98. ☐ CT	Correctly identified.
99. ☐ CU	Correctly identified.
100. ☐ CV	Correctly identified.
101. ☐ CW	Correctly identified.
102. ☐ CX	Correctly identified.
103. ☐ CY	Correctly identified.
104. ☐ CZ	Correctly identified.
105. ☐ DA	Correctly identified.
106. ☐ DB	Correctly identified.
107. ☐ DC	Correctly identified.
108. ☐ DD	Correctly identified.
109. ☐ DE	Correctly identified.
110. ☐ DF	Correctly identified.
111. ☐ DG	Correctly identified.
112. ☐ DH	Correctly identified.
113. ☐ DI	Correctly identified.
114. ☐ DJ	Correctly identified.
115. ☐ DK	Correctly identified.
116. ☐ DL	Correctly identified.
117. ☐ DM	Correctly identified.
118. ☐ DN	Correctly identified.
119. ☐ DO	Correctly identified.
120. ☐ DP	Correctly identified.
121. ☐ DQ	Correctly identified.
122. ☐ DR	Correctly identified.
123. ☐ DS	Correctly identified.
124. ☐ DT	Correctly identified.
125. ☐ DU	Correctly identified.</

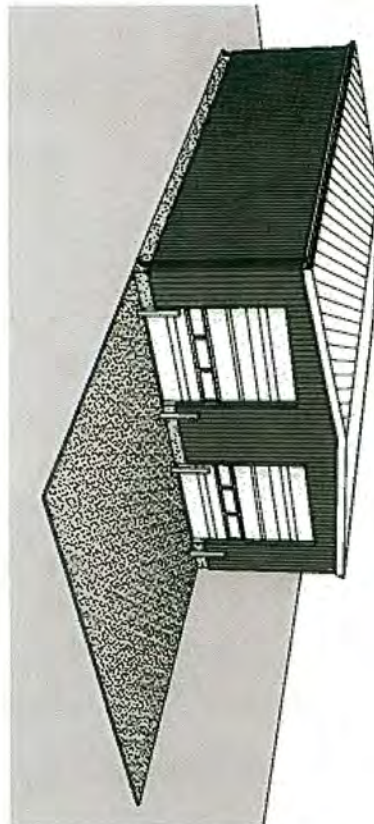
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ADVERTISING FROM
MAGNETIC MEDIA
MAGNETIC MEDIA ADVERTISING
10000 WILSON AVENUE SUITE 200
ANN ARBOR MI 48106
PH 734/976-0000

CHL, Electrical &
Sonic Components
207 West Fwy
Tulsa OK 74103
PH 918/779-0001

AT&T/CYMA, Broadcast
Cdn. Engineering
P.O. Box 530
Calgary AB T2C 2E5
PH 781/461-0141

SEE LISTINGS
PAGES 10-11
2000 West Fwy
Tulsa OK 74103
PH 918/779-0000



Policy Oversight Forum

FOR 2 WEEKS

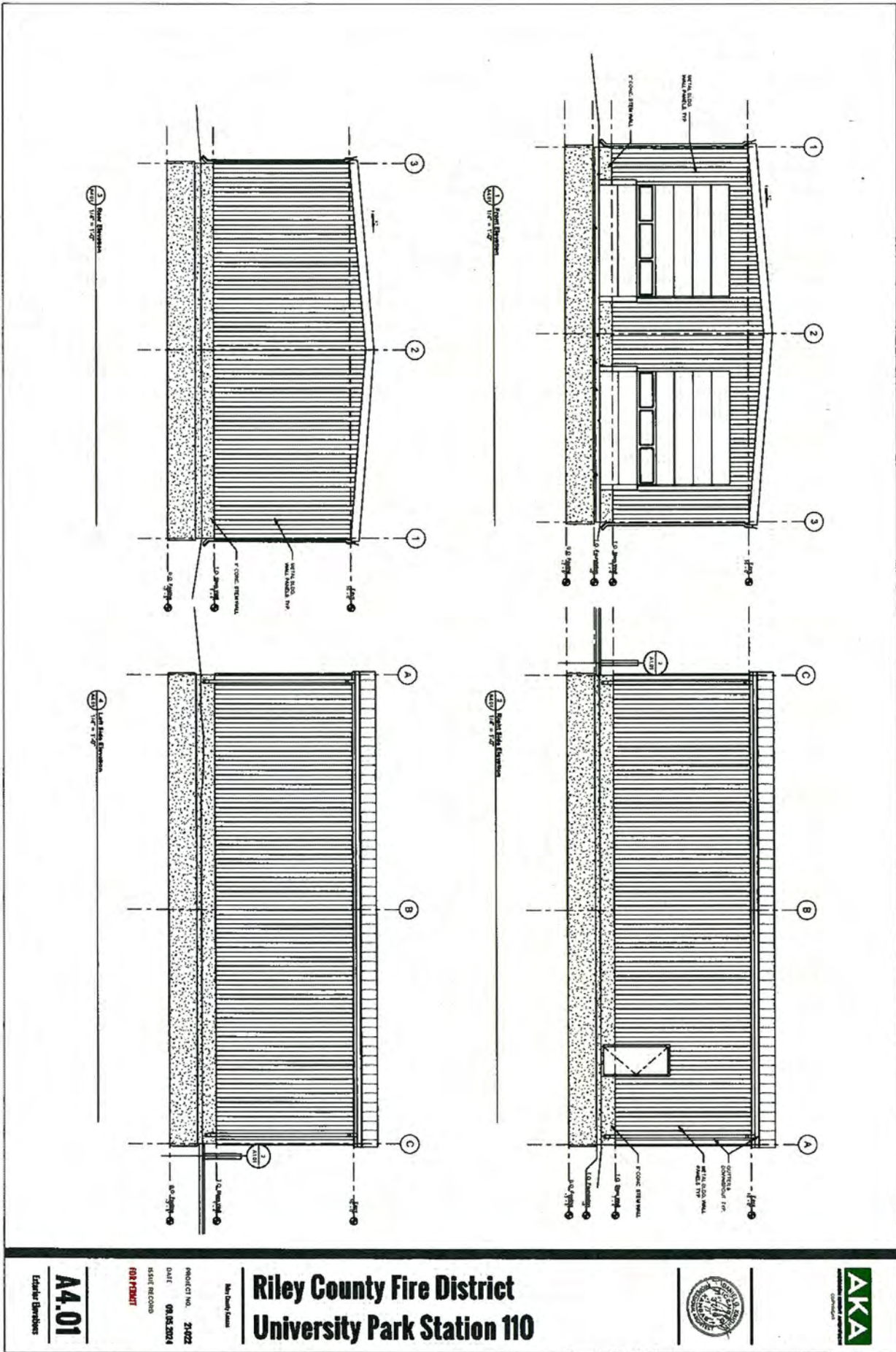
GI.01

Elly County Agency

General Notes & Details

Packet Pg. 89





SHEET INDEX

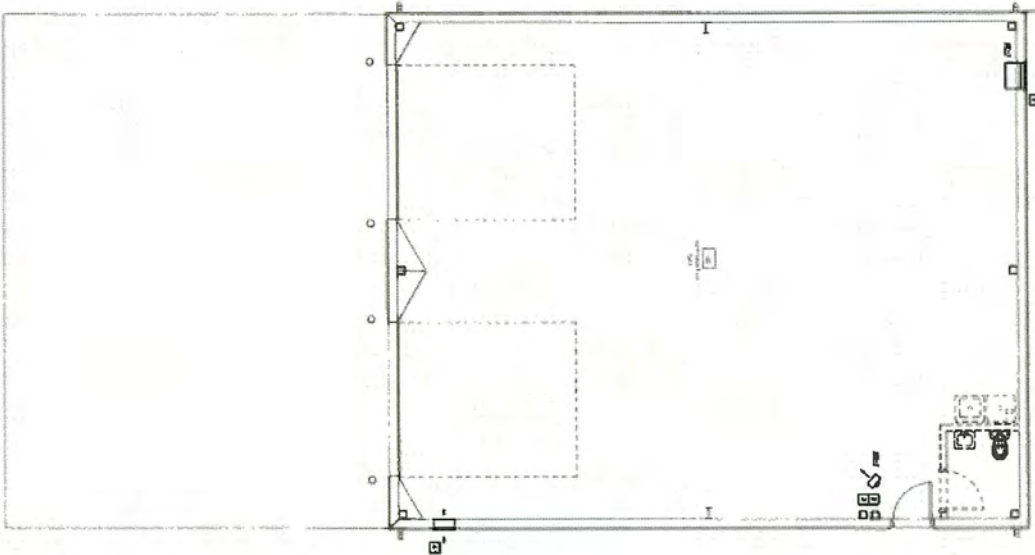
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AKA
 AKA is a leading provider of
 AKA is a leading provider of
 AKA is a leading provider of

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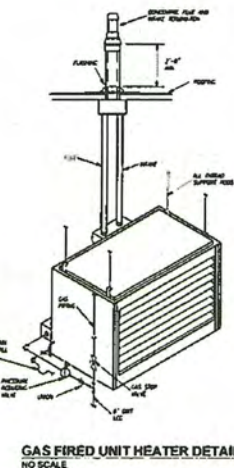
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A FLOOR PLAN - HVAC



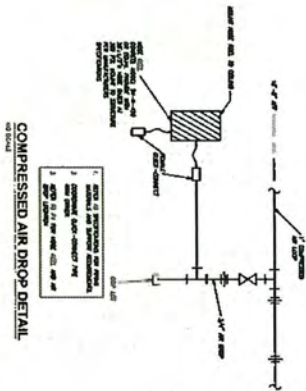
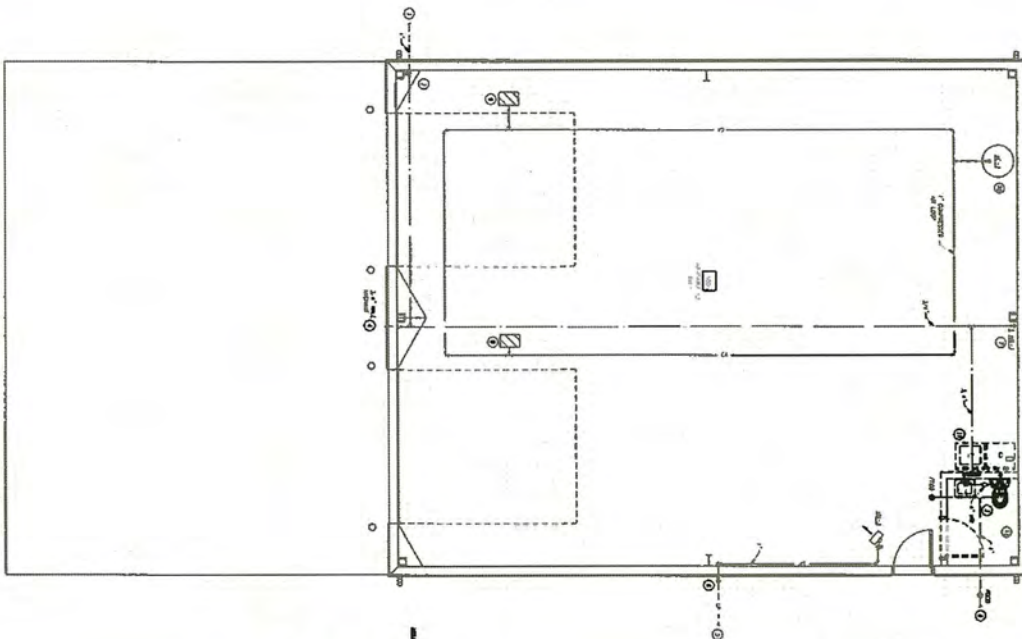
- GENERAL HVAC NOTES**
1. ALL HVAC SYSTEMS SHALL BE DESIGNED TO MAINTAIN THE DESIGN ROOM TEMPERATURES AND HUMIDITIES.
 2. THE DESIGN ROOM TEMPERATURES AND HUMIDITIES SHALL BE AS SHOWN ON THE HVAC SCHEDULES.
 3. THE DESIGN ROOM TEMPERATURES AND HUMIDITIES SHALL BE AS SHOWN ON THE HVAC SCHEDULES.
 4. THE DESIGN ROOM TEMPERATURES AND HUMIDITIES SHALL BE AS SHOWN ON THE HVAC SCHEDULES.
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 9. THE DESIGN ROOM TEMPERATURES AND HUMIDITIES SHALL BE AS SHOWN ON THE HVAC SCHEDULES.
 10. THE DESIGN ROOM TEMPERATURES AND HUMIDITIES SHALL BE AS SHOWN ON THE HVAC SCHEDULES.
- PLAN KEYED NOTES**
1. ALL HVAC SYSTEMS SHALL BE DESIGNED TO MAINTAIN THE DESIGN ROOM TEMPERATURES AND HUMIDITIES.
 2. THE DESIGN ROOM TEMPERATURES AND HUMIDITIES SHALL BE AS SHOWN ON THE HVAC SCHEDULES.
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 9. THE DESIGN ROOM TEMPERATURES AND HUMIDITIES SHALL BE AS SHOWN ON THE HVAC SCHEDULES.
 10. THE DESIGN ROOM TEMPERATURES AND HUMIDITIES SHALL BE AS SHOWN ON THE HVAC SCHEDULES.

ALTERNATE #1



MECHANICAL SCHEDULE & DETAILS

FLOOR PLAN - PLUMBING



- PLUMBING PLAN KEYED NOTES**
1. SEE GENERAL NOTES FOR PLUMBING SYMBOLS AND NOTATION.
 2. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).
 3. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).
 4. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).
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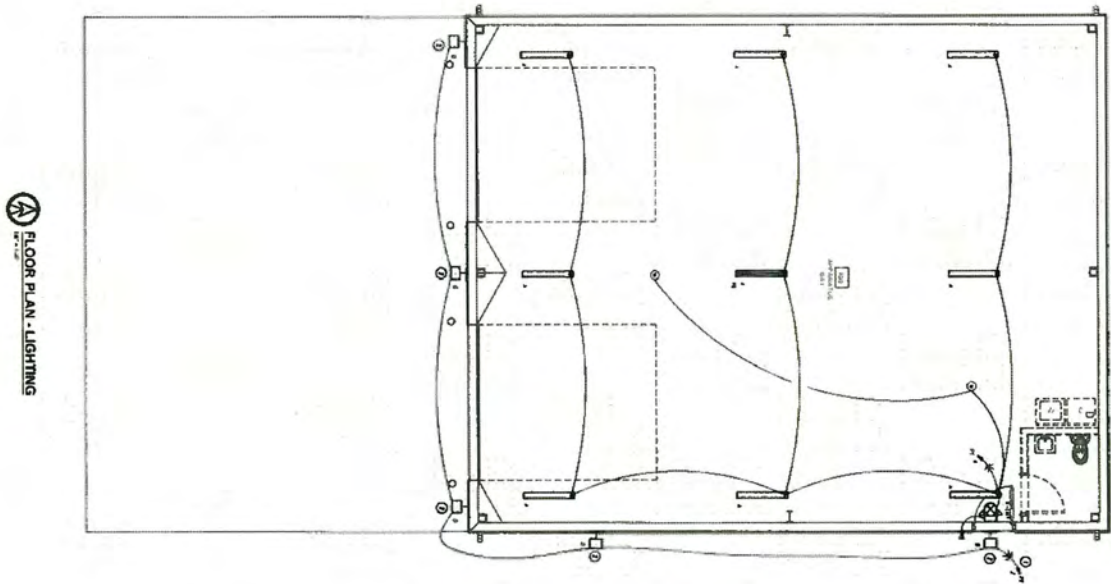
- GENERAL PLUMBING NOTES**
1. SEE GENERAL NOTES FOR PLUMBING SYMBOLS AND NOTATION.
 2. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).
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 10. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2018 INTERNATIONAL PLUMBING CODE (IPC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).

P1.01
PLUMBING
FLOOR PLAN

PROJECT NO. 24022
DATE 08/18/2024
SCALE AS SHOWN
FOR REVIEW

Riley County Fire District
University Park Station 110





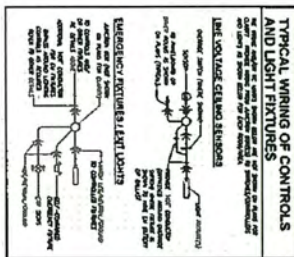
FLOOR PLAN - LIGHTING

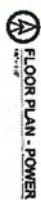
GENERAL LIGHTING NOTES

1. SEE ALL NOTES, SPEC. AND OTHER REFS. FOR DETAILS.
2. ALL LIGHTING SHALL BE PROVIDED BY THE DISTRICT.
3. ALL LIGHTING SHALL BE PROVIDED BY THE DISTRICT.
4. ALL LIGHTING SHALL BE PROVIDED BY THE DISTRICT.
5. ALL LIGHTING SHALL BE PROVIDED BY THE DISTRICT.

LIGHTING PLAN KEYED NOTES

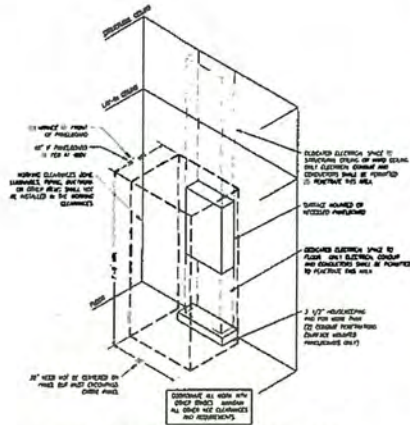
1. SEE ALL NOTES, SPEC. AND OTHER REFS. FOR DETAILS.
2. ALL LIGHTING SHALL BE PROVIDED BY THE DISTRICT.
3. ALL LIGHTING SHALL BE PROVIDED BY THE DISTRICT.
4. ALL LIGHTING SHALL BE PROVIDED BY THE DISTRICT.
5. ALL LIGHTING SHALL BE PROVIDED BY THE DISTRICT.



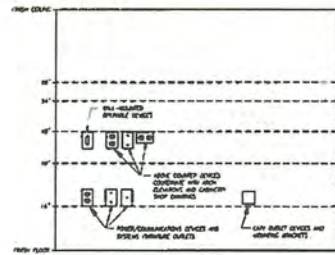


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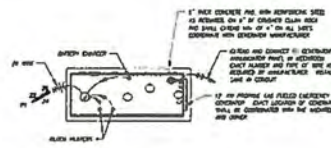
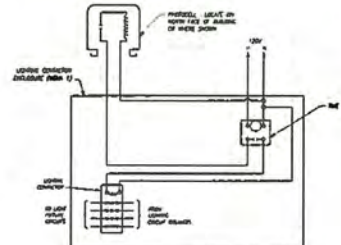
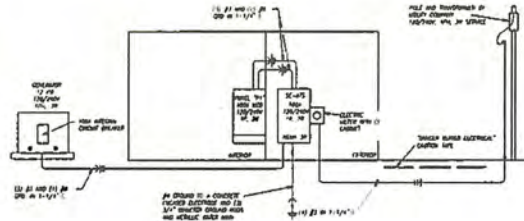
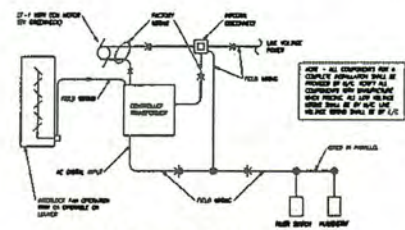
TYPICAL PANELBOARD INSTALLATION DETAIL
NOT TO SCALE



MOUNTING HEIGHTS FOR WALL-MOUNTED DEVICES
NOT TO SCALE

SINGLE-SECTION PANELBOARD SCHEDULE									
PANEL DESIGNATION: P1									
PANEL LOCATION: 1ST FLOOR									
PANEL DESCRIPTION									
DESCRIPTION	QTY	UNIT	CONDUCTOR	TERMINAL	TERMINAL	TERMINAL	TERMINAL	TERMINAL	TERMINAL
1. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
2. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
3. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
4. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
5. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
6. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
7. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
8. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
9. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
10. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
TOTALS	10	CB	10	10	10	10	10	10	10

LIGHT FIXTURE SCHEDULE									
ITEM	QTY	UNIT	CONDUCTOR	TERMINAL	TERMINAL	TERMINAL	TERMINAL	TERMINAL	TERMINAL
1. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
2. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
3. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
4. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
5. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
6. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
7. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
8. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
9. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
10. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
TOTALS	10	CB	10	10	10	10	10	10	10



GENERATOR SCHEDULE									
ITEM	QTY	UNIT	CONDUCTOR	TERMINAL	TERMINAL	TERMINAL	TERMINAL	TERMINAL	TERMINAL
1. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
2. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
3. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
4. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
5. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
6. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
7. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
8. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
9. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
10. 120V 15A CIRCUIT BREAKER	1	CB	1	1	1	1	1	1	1
TOTALS	10	CB	10	10	10	10	10	10	10

ALTERNATE #2
ALL ELECTRICAL WORK



Riley County Fire District
University Park Station 110

PROJECT NO. 21022
DATE 09.05.2024
ISSUE RECORD
FOR PERMIT

E3.01

ELECTRICAL
SCHEDULE &
DETAILS

Exhibit C

ATTACHMENT C

Attachment C to "Contract" Between Riley County, KS (hereinafter "County"),
and **CONTRACTOR** (hereinafter "Contractor").

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

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1. **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
 - 3.2. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to

violate the terms of such laws. Any Contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to Contractor. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
6. **ANTI-DISCRIMINATION CLAUSE.**
 - 6.1. In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
 - 6.2. Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
 - 6.3. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - 6.4. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
 - 6.5. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
 - 6.6. Contractor shall include the provisions of paragraphs 6.1 through 6.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
 - 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

7. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
8. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
12. **TERM AND TERMINATION.**
 - 12.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
 - 12.2. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.

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

15. PROHIBITION OF CONFLICTS OF INTEREST.

- 15.1. **Interest of Public Officials and Others.** No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.
- 15.2. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.
- 15.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

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

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

18. RECORDS, REPORTS AND INSPECTION.

- 18.1. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
- 18.2. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years

after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

- 18.3. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.
- 18.4. **Audit.** Contractor shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.
- 18.5. **Availability of Records.** Upon advance written notice Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.
- 18.6. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.
- 18.7. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

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

- 19.1. **Billing Procedures.** Contractor agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.
- 19.2. **Support Documentation.** Billing shall be supported with documentation required by the County including, but not necessarily limited to, that documentation described in paragraph 18, above.
- 19.3. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract.

County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.

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

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

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

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

22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.

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

24. **LIABILITY INSURANCE.** Contractor agrees to maintain the minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for Proposal and/or the contract or agreement to which this is attached. Liability insurance coverage must be considered as primary and not as excess insurance (excluding Workers' Compensation and Professional Liability). Contractor shall furnish a certificate evidencing such coverage, with County named as an additional insured (excluding Workers' Compensation and Professional Liability), which shall be delivered to the Office of the Riley County

Counselor for approval. Such certificate shall contain a provision that coverage afforded under the policies will not be canceled, or non-renewed until thirty (30) days after County receives notice of such change by registered mail.

25. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Contractor to perform the services hereunder, Contractor agrees to promptly replace that person with an individual approved by County.
26. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
27. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor:

BOARD OF COUNTY
COMMISSIONERS OF
RILEY COUNTY, KANSAS

By: Bryan Newell

Digitally signed by Bryan Newell
DN: cn=US, email=bryan@rileybuilds.com,
o=Riley Construction Company, Inc.,
ou=Vice President, cn=Bryan Newell
Date: 2024.10.08 16:16:47-05'00'

10-8-24

Date

By: [Signature]

10-10-24

Date



ATTEST:

[Signature]
Rich Vargo, County Clerk

Approved as to Form

By: [Signature]

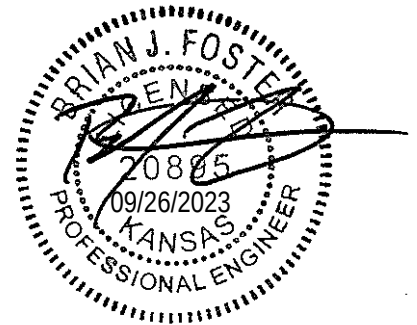
Clancy Holeman
Riley County Counselor

Date: 10-8-24

EXHIBIT C



September 2023 Sanitary Sewer System Improvements Preliminary Engineering Report For KIAC Meeting



Keats Sewer Benefit District
Riley County, Kansas

Project No. 20-1139M

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SECTION 1

PROJECT PLANNING

1.0 OVERVIEW

The rural residential community of Keats has never had a centralized sewer system. The small residential lots are served with on-premises septic tanks with lateral fields, most of which are undersized for proper treatment. Residents have been dealing with failing septic systems for the past several years. Riley County has pursued the following options over the last 5 years: gravity collection system with pumping to the City of Manhattan for treatment, gravity collection system with pumping to a new non-discharging lagoon. Both options face challenges to implement and are very expensive for a small rural community with less than 70 homes to support. The need for this project is great and overdue as failing septic systems provide a health risk to the public.

1.1 LOCATION

The Keats Community is located approximately four miles west of Manhattan, Kansas in Section 36, Township 9 South, Range 6 East. A vicinity map and a topographical map are in the Appendix of this report.

1.2 ENVIRONMENTAL RESOURCES

An Environmental Report is being completed in concurrence with this Preliminary Engineering Report. A general summary of typically encountered environmental issues is in the Appendix. If any of the noted or additional environmental conditions that are not noted which may become apparent later during the environmental review process are encountered, proper permits and authorization will be obtained from the respective authorities and agencies before construction begins. These environmental conditions have been taken into consideration when evaluating each project alternative.

The agency responses can be found in the final Environmental Report once completed. Currently, there are no significant environmental concerns identified for this project.

1.3 POPULATION TRENDS

The Keats Sewer Benefit District has 67 connections. For the purposes of this report, the population will be estimated based on the number of connections multiplied by the average persons per household in the greater Manhattan area. According to www.census.gov the average persons per household for Riley County between 2014 to 2018 was 2.46 persons per household.

Therefore, the population of the Keats Sewer Benefit District will be:

$$67 \text{ households} * 2.46 \text{ persons/households} = 168 \text{ persons.}$$



1.4 PROJECTED WASTEWATER FLOWS

Of the 67 sewer benefit district connections, 43 are connected to Riley County Rural Water District No. 1. An analysis was conducted on the water use of these 43 connections from January 2016 to March 2020. The result was summarized as follows:

- Average gallons per month per connection: 2,850 gallons/month
- Average gallons per day per connection: 95 gallons per day

Therefore, the average use per connection is extrapolated to project the daily flow from the community as follows:

- Estimated average gallons per day for the district is as follows:
(67 sewer service connections * 95 gallons/day) = 6,365 gallons per day

However, for design purposes the system components will be design based on KDHE minimum design standards. This is good practice because current Keats residents may be limiting the amount of winter water used so as to not overwhelm their existing septic systems. Once on a central sewer system, average daily wastewater flow rates may increase. The following table identifies the estimated design flows that will be used for the Keats system improvement options outlined later in this report.

Flow Rate Estimate for Design		
District Size	67	households
Average Household Occupancy	2.5	persons per household
Estimated Population	168	person (capita)
Average Daily Flow Rate	100	gallons per capita per day (gpcpd)
Average Daily Flow	16,800	gallons per day (gpd)
Infiltration Rate	250	gallons/(day-inch-mile)
Collection System Diameter	8	inch
Collection System Length	7,500	feet
Collection System Length	1.42	miles
Wet Weather I&I Rate	2,841	gallons/day
Total Daily Flow	19,641	gallons/day
Lift Station Design		
Operational Duration	8	hours
Average Hourly Flow	2,455	gallons/hour
Average Hourly Flow	41	gallons/minute
Peaking Factor	2	
Firm Pumping Capacity	82	gallons/minute



1.5 COMMUNITY ENGAGEMENT

The community of Keats has publicly discussed sanitary sewer infrastructure improvements several times in town hall formats over the last seven years. At these meetings, citizens were informed of the existing on-site treatment solutions that are currently in place and how most of these systems do not meet current Riley County minimum design standards. Preliminary project concepts were discussed with residents that will be detailed later in this report. **The majority of residents located within the sewer district were positive about moving forward with a long-term system wide solution and voted to form the Keats Sanitary Sewer Benefit District.**

END OF SECTION



SECTION 2

EXISTING FACILITIES

2.1 LOCATION MAP

A map showing the boundary of the Keats Sewer Benefit District is located at the end of this section. A vicinity map is in the appendix.

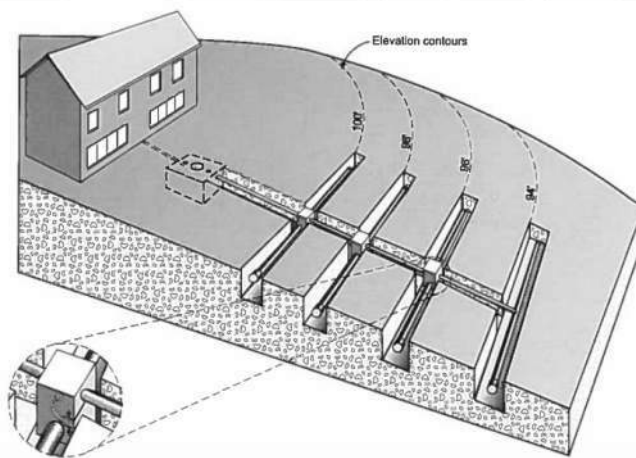
2.2 HISTORY

According to the Kansas State Historical Society, the community of Keats had an established post office in 1828. The number of residents in the Keats area has fluctuated over the years and it is assumed there has never been a central sewer collection system or treatment facility in service for Keats residents.

2.3 CONDITION OF EXISTING FACILITIES

The Keats Sewer Benefit District residents have on-site treatment systems consisting of individual gravity service piping, septic tank, and absorption fields. A typical on-site treatment system set up from the Minimum Standards for Design and Construction of Onsite Wastewater System as published by Kansas Department of Health and Environment (KDHE) (March 1997) is shown below:

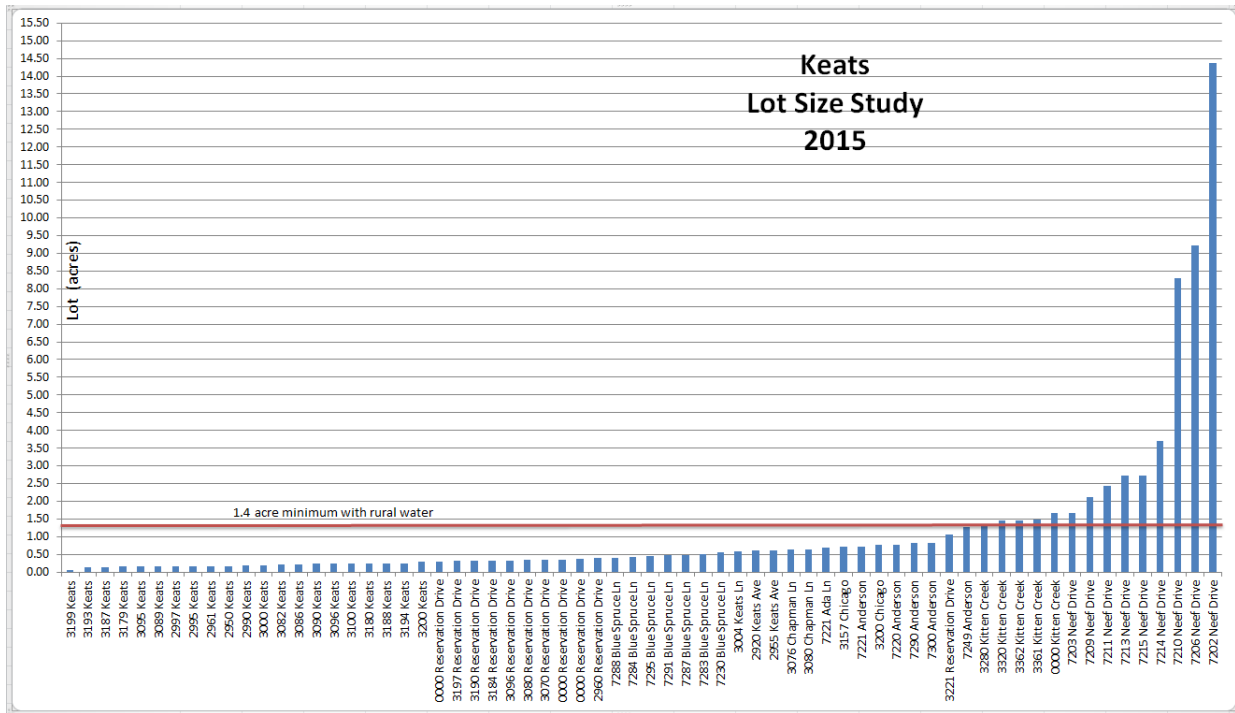
Figure 4. Typical Step Down or Serial Distribution System



Most of the Keats on-site treatment systems do not conform to the minimum lot size of 1.4 acres or minimum setback requirements provided in Table 1, Page 24 of the Riley County Sanitary Code adopted on 02/20/20 ("The Code"). See Lot Size Study graph provided by Riley County Staff on the following page. Conforming to The Code is necessary and desirable because "the control and prevention of surface and groundwater pollution is fundamental to the health, safety and welfare of the public." - Riley County Sanitary Code Chapter 1-1.2.



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Maintaining 50 feet from the property line and 100 feet from private water well is the main issue for most residents. According to Section 2-4.3 of the Code, in the event the home is damaged by more than 50% of its value, restoration of the property shall not be allowed unless a lawful private wastewater disposal system is obtained. It is understood that any “grand-fathered” systems would need to be brought up to current Code standards to receive restoration approval. **According to the Riley County Planning & Development Department – Environmental Health, 53 of the 67 residents in the benefit district would not meet the Table 1 setback requirements.**

2.4 FINANCIAL STATUS OF EXISTING FACILITY

The Keats Sewer Benefit District is newly formed and does not have any historical operational or financial data. Riley County will be the governing body overseeing the operations of the Keats Sewer Benefit District and a proposed budget is provided later in this report.

END OF SECTION



SECTION 3

NEED FOR PROJECT

3.1 AGING INFRASTRUCTURE

As previously mentioned in Section 2, the residents of the Keats Sewer Benefit District utilize on-site individual septic and lateral absorption field treatment systems; most of which do not conform to the current Riley County Sanitary Code.

According to Riley County Staff:

- One of the homes has already been torn down and removed due to lack of available space to install a septic system.
- If a disaster strikes the area, only 21% of the homes might be able to rebuild on their existing sites

Below are examples of typical failed septic systems:





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3.2 HEALTH, SANITATION, AND SECURITY

The primary health concern is that wastewater is not being adequately treated in accordance with the Riley County Sanitary Code, which creates potential situations for bacteria borne illnesses and health issues of the residents.

3.3 REASONABLE GROWTH

The infrastructure needs identified in this report will account for normal population growth conditions. No new industry, which would require additional or larger capacity infrastructure, is driving the rehabilitation or replacement of the sanitary sewer system.

END OF SECTION



SECTION 4

OPTIONS CONSIDERED

4.1 BACKGROUND

On-site septic tank and lateral absorption field wastewater treatment has historically been the only type of treatment in the Keats Community. These systems were in place before the current Riley County Sanitary Code was adopted by the County Commissioners. At the time the code was adopted, it was understood that when economic funding became available and the need was great enough, a long-term sanitary sewer treatment solution would need to be put in place. The following long-term infrastructure solutions have been considered for the Keats Sewer Benefit District:

- Option 1: Open Trench Gravity Collection System, Lift Station, Forcemain and discharge to city of Manhattan collection system for treatment
- Option 2: Open Trench Gravity Collection System, Lift Station, Forcemain and non-discharging wastewater lagoon treatment facility
 - Two locations are being considered for the treatment facility, southeast of Keats and west of Keats Park.

4.2 DESIGN CRITERIA

The following paragraphs define the major design aspects of the infrastructure rehabilitation/replacement processes itemized in the options outlined above.

Gravity Sanitary Sewer Collection Construction:

- PVC gravity sanitary sewer service line and sewer main installed by open trench construction
- Precast concrete manholes with gasketed pipe entrances and sealed joints
- Top of manhole rim located above 100-year flood elevation or utilize bolt down gasketed ring and covers
- Design in accordance with City of Manhattan and KDHE minimum design standards.

Lift Station Construction:

- Duplex submersible type high efficiency, solids handling centrifugal pumps
- Pump capacity sized to handle the peak hourly event and convey wastewater at a rate in the forcemain to minimize solids settlement. Firm pumping capacity of 100 gallons per minute
- Major equipment protected from the 100-year flood event
- Wet well sized to promote pump cycle times in accordance with manufacture recommendations.
- Utilize controls and communication equipment that minimizes operator labor and



increases system monitoring conditions.

- Design in accordance with the City of Manhattan and KDHE minimum design standards.

Forcemain Construction

- Forcemain sized to minimize friction head and pump horsepower
- Forcemain sized to promote an acceptable wastewater turn over time frame to reduce septic wastewater conditions at discharge
- Forcemain alignment to be located within county road right of way and on private easement only when necessary to avoid conflict between existing utilities and structures.
- Pipe crossing all creek and drainage ditches will be installed by Horizontal Directional Drilling (HDD) Methods of construction.
- Design in accordance with City of Manhattan and KDHE minimum design standards.

Wastewater Treatment Facility

- Non discharging facultative lagoon design sized for an average daily flow of 19,600 gallons per day
- Facility protected from the 100-year flood conditions
- Located to comply with all Kansas Department of Health and Environment (KDHE) property and existing structure set back requirements.
- Located to provide 10-foot separation between bottom of lagoon and seasonally high groundwater table
- Surrounding Keats area is all classified as Sensitive Groundwater Area according to KDHE, which requires the lagoon system to have less than 1/10-inch seepage per day.
- Design in accordance with KDHE minimum design standards.

4.3 MAP

The Improvement map for Options 1 and Option 2 are located in the Appendix. A lagoon siting map is also located in the Appendix, which shows approximate water table elevations and potential wastewater treatment facility locations.

4.4 ENVIRONMENTAL IMPACTS

An Environmental Review will be conducted in accordance with the National Environmental Protection Act. In general, the following major environmental impact conditions exist for each option as follows:

Option No. 1:



- Soil disruption due to open trench gravity sewer main and forcemain construction
- Soil disruption due to lift station installation

Options No. 2:

- Soil disruption due to open trench gravity sewer main and forcemain construction
- Soil disruption due to lift station installation
- Significant soil disruption to fill in the flood plain for WWTF construction

4.5 LAND REQUIREMENTS

The installation of the gravity sewer collection main, forcemain and lift station will be primarily located within existing County right of way. Some short segments of gravity main or forcemain may require private property purchase or utility easement.

Option 2 will require land purchase to construct the wastewater lagoon as follows:

- Option No. 2 requires approximately 15 acres for the lagoon site.

A lagoon siting map is located in the Appendix showing space requirements needed for the Option No. 2 lagoon project.

4.6 POTENTIAL CONSTRUCTION PROBLEMS

There is always a potential to encounter unexpected conditions during construction, such as high groundwater or subsurface rock. Groundwater is expected to be 15 to 20 feet below ground surface and according to the information provided on the web soil survey at <https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>, the predominant soil condition is silty clay loam with some bedrock at 30 to 60 inches in depth. The locations of the shallow rock is anticipated to be in the hills on the north side of Anderson Avenue and not in the primary location of construction. Contractors familiar with this project location and type of work will overcome any minor construction issues associated with groundwater or bedrock without major expense or delay.

4.7 SUSTAINABILITY CONSIDERATIONS

Maintaining infrastructure with sound rehabilitation or replacement methods is always considered a sustainable action. The materials and equipment that will be specified for all infrastructure improvement options are based on industry standards that have been deemed the best balance for cost, sustainability, operability, and maintenance. Performing any kind of increased containment and treatment of raw wastewater should be viewed as the utmost “green infrastructure” improvement. All options considered will improve the containment of raw wastewater as compared to the existing septic tank and lateral field treatment systems.



4.8 COST ESTIMATES

4.8.1 OPTION #1 – Collection System, Lift Station and Connect to MHK

This Option is estimated to cost approximately \$4,737,555 dollars. An Engineers Opinion of Probable Cost (EOPC) and proposed improvements map is in the Appendix of this report. An annual budget summary including a reserve fund for equipment replacement, regular operational and maintenance expenses, is included in Section 5 of this report.

4.8.2 OPTION #2 –Collection System, Lift Station, and Non-Discharge WWTF

This Option is estimated to cost approximately \$4,146,330 dollars. An Engineers Opinion of Probable Cost (EOPC) and proposed improvements map is in the Appendix of this report. An annual budget summary including a reserve fund for equipment replacement, regular operational and maintenance expenses, is included in Section 5 of this report.

4.9 FUNDING SOURCES

The County should consult with a registered municipal financial advisor for recommendations on funding sources as the County could have several options available for funding this project. BG CONSULTANTS INC is not recommending an action to the County. BG CONSULTANTS INC is not acting as an advisor to the County and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to the County with respect to the information and material contained in this communication. The County should discuss any information and material contained in this communication with all internal or external advisors and experts that the County deems appropriate before acting on this information or material.

END OF SECTION



SECTION 5

SELECTION OF AN OPTION

5.1 LIFE CYCLE COST ANALYSIS

A 20-year life cycle cost analysis was conducted to compare the three options and identify the most economical. Below are the parameters and results of this analysis:

Present Worth Summary:		
	Option 1	Option 2
Total Capital Costs	\$ 4,737,555.00	\$ 4,146,330.00
Annual O&M and SLA	\$ 75,200.00	\$ 49,350.00
20 Year Present Worth (O&M + Reserve)	\$ 1,442,643.12	\$ 946,734.54
Salvage Value	\$ 3,474,207.00	\$ 3,040,642.00
20 Year Present Worth (Salvage Value)	\$ 3,207,609.08	\$ 2,807,314.27
Life Cycle Cost	\$ 2,972,589.03	\$ 2,285,750.27
<i>Life Cycle based upon 20 years and a discount rate of .4%</i>		
<i>*Based on a 20 year Cost Analysis</i>		
Annual O&M Calculation:		
$P = \frac{A[(1+i)^N - 1]}{[i(1+i)^N]}$		
	Option 1	Option 2
A= Annual O&M + Short Lived Assets Fund	\$ 75,200.00	\$ 49,350.00
N= Number of Years	20	20
I = Discount Rate	0.40%	0.40%
Present Worth (O&M)	\$ 1,442,643.12	\$ 946,734.54
Salvage Value Calculation:		
$P = S(1+i)^{-N}$		
	Option 1	Option 2
Capital Cost	\$ 4,737,555.00	\$ 4,146,330.00
Useful Life	75	75
N = Number of Years	20	20
Remaining Useful Life	73%	73%
S = Salvage Value	\$ 3,474,207.00	\$ 3,040,642.00
i = discount rate	0.40%	0.40%
P = Present Worth (Salvage Value)	\$ 3,207,609.08	\$ 2,807,314.27



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The following table itemizes the Short Lived Asset items and corresponding annual reserve account contribution amount that should be implemented:

Option 1 - Collection System and Forcemain to City of Manhattan					
Item	Quantity	Unit	Replacement Cost	Anticipated Life (Years)	Equivalent Cost
Sewage Pump Station Rehab Pumps	2	Each	\$ 35,000.00	15	\$ 4,700.00
Replace Floats	2	Each	\$ 550.00	10	\$ 200.00
Replace Control Panel	1	Each	\$ 17,000.00	15	\$ 1,200.00
Recommended Annual Reserve Deposit					\$ 6,100.00
Option 2 - Collection System and Forcemain to Non-Discharging Lagoon					
Item	Quantity	Unit	Replacement Cost	Anticipated Life (Years)	Annual Equivalent Cost
Sewage Pump Station Rehab Pumps	2	Each	\$ 35,000.00	15	\$ 4,700.00
Replace Floats	2	Each	\$ 550.00	10	\$ 200.00
Replace Control Panel	1	Each	\$ 17,000.00	15	\$ 1,200.00
Lagoon Maintenance	1	LS	\$ 11,000.00	10	\$ 1,100.00
Recommended Annual Reserve Deposit					\$ 7,200.00

The useful life of the technologies presented are based on manufacturers' published data, proper installation methods by the contractor and regular maintenance activities by County Staff.

The following table itemizes the total anticipated operation and maintenance and short lived asset for each of the two options considered:

Description	Option 1	Option 2
Short Lived Asset	\$ 6,100.00	\$ 7,200.00
City of Manhattan WWTF Service Fee	\$ 59,000.00	
Riley County Admin	\$ 3,000.00	\$ 5,000.00
Riley County Equipment/Commodities	\$ 2,500.00	\$ 10,000.00
Riley County Operator Labor for LS	\$ 2,600.00	
Riley County Operator Labor for LS & WWTF		\$ 26,000.00
Electrical Utility	\$ 2,000.00	\$ 1,150.00
Total	\$ 75,200.00	\$ 49,350.00



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City of Manhattan WWTF Service Summary (Option 1)		
Base Rate (Outside System User)	\$ 18.66	per month
Usage Rate (Outside System User)	\$ 6.60	per 100 cubic feet (per C cf)
Surcharge Fee (4 Inch Connection)	\$ 457.00	per month
District Size	67.00	households
Average Household Occupancy	2.50	persons per household
Estimated Population	167.50	person (capita)
Average Daily Flow Rate	100.00	gallons per capita per day (gpcpd)
Average Daily Flow	16,750.00	gallons per day (gpd)
Average Daily Flow	22.39	100 cf or (C cf) per day
Average Monthly Flow	671.79	C cf per month
Total Monthly Sewer Fee	\$ 4,909.48	per month
Total Annual Sewer Fee	\$ 58,913.80	per year

5.2 NON-MONETARY FACTORS

Option No. 1 does not have any major feasibility issues associated with the construction of the collection system, lift station, forcemain or connection to the City of Manhattan. The initial concern for this option was if the City of Manhattan would accept the wastewater from the Keats Sewer Benefit District. Multiple coordination meetings occurred between City and County staff. These efforts culminated in a joint motion approved by both City and County elected officials to further develop a City/County inter-local agreement for the purposes of accepting wastewater from the Keats Sewer Benefit District. KDHE finds this option favorable as it promotes regionalization with the City of Manhattan and does not require a new WWTF. However, the additional monthly sewer service fee from the City of Manhattan will increase the average user monthly bill by \$50 to \$60 dollars and rates are likely to increase in the future. The other concern is odor issues with the 3-mile forcemain once it dumps into the City of Manhattan collection in front of St. Luke's Early Learning Center.

Option No. 2 has several feasibility issues associated with the construction of their respective wastewater treatment facility. Obtaining land to build the lagoon facility has been difficult, and may require eminent domain action. There has been discussions in the past 6 months with landowners and they are not receptive to selling land for a new WWTF. Most of the surrounding land is located in the 100-year flood plain. The entirety of the Keats area is in sensitive groundwater, which means the seepage rate in the lagoon must be less than 1/10 of an inch per day. Obtaining 10 feet of separation between groundwater and the floor of the lagoon may be challenging. A floodplain fill permit will also be required from Kansas Department of Agricultural Division of Water Resources since construction of lagoon will require fill in the floodplain. According to existing well data from maps.kgs.ku.edu, groundwater is located between 15 and 20 feet below ground surface. KDHE has expressed concerns with this option due to the above-mentioned factors. Although, there are challenges with building a WWTF, our preliminary design indicates that the minimum 10 foot of separation between groundwater can be attained,



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and the lagoon berms can be built above the 100-year flood elevation without having to haul in dirt from a borrow site. Meeting the 1/10 of an inch per day seepage requirement may require the addition of bentonite in the soil liner depending on the existing soil properties. The proposed WWTF would be non-discharging and therefore no effluent would be discharged into Wildcat Creek.

5.3 RECOMMENDATION

Option No. 2 is recommended for the following reasons:

- Lowest initial construction cost of \$4,146,330 dollars
- Lowest life cycle cost
- No additional sewer fees to City of Manhattan (More cost effective for homeowners)
- No septic foul odors with 3 miles of forcemain

END OF SECTION



SECTION 6

PROPOSED PROJECT (RECOMMENDED OPTION)

6.1 PRELIMINARY PROJECT DESIGN

Based on the information presented in previous sections of this report, Option 2 is the recommended project. The following summarizes the main project components:

6.1.1 INSPECTION PHASE

In this initial phase, an onsite inspection will be conducted on the Keats Sewer District where detailed measurements, photographs and site conditions will be documented for further evaluation. This includes the following:

- Sanitary Sewer Preliminary Alignment
- Sanitary Sewer Lift Station Siting
- Locate Existing Septic Tank and Lateral Fields
- Identify Utility Conflicts
- Topographical Survey
- Land Acquisition for WWTF
- Geotechnical Report

6.1.2 EVALUATION PHASE

In this phase, the information gathered in the inspection phase will be evaluated and specific design considerations will be made including:

- Set Sewer Main Alignment, Grade and Manhole Locations
- Identify Sewer Service Alignment
- Identify Forcemain Alignment
- Set Lift Station Site Conditions
- Ancillary construction activities will be established such as flowable fill, concrete surfacing, clearing and grubbing and erosion control
- Applicable permits and easements will be identified and processed
- Coordination with County Staff and Residents will occur to fully identify project scope
- Review and incorporate all necessary environmental review design parameters

6.1.3 DESIGN PHASE

In this phase, the collection system construction documents will be developed (field check, office check and final check) based on City of Manhattan and KDHE minimum standards and the information developed in the previous evaluation phase. USDA Rural Development and KDHE approval will be obtained at the completion of this phase.



6.1.4 BIDDING AND PROJECT AWARD PHASE

In this phase, the project will be advertised for at least 30 days, bids will be received, opened and read allowed in a formal bid opening. Engineer shall evaluate the low bidder and make a recommendation for project award. Concurrence by USDA will be obtained.

6.1.5 CONSTRUCTION AND FINAL COMPLETION

In this phase, the project will be constructed within the timeframe allotted by the contract documents. Completion of the project will be performed following acceptance of the work performed, which includes post-construction CCTV inspection and manhole vacuum testing.

6.2 CONSTRUCTION SCHEDULE

The following is a preliminary project schedule for the recommended option:

Project Phase	Start	Finish
Commitment of Project Funds	3/15/2024	
Design	6/1/2024	6/1/2025
USDA and KDHE Document Review	7/01/2025	9/1/2025
Bidding and Award Phase	10/1/2025	12/1/2025
Award Project, Bonding, Insurance and Contract Documents	1/15/2026	2/30/2026
Construction Phase	3/15/2026	2/15/2027

6.3 PERMIT REQUIREMENTS

There may be several permits that need to be acquired for this project. The standard permits that are generally acquired for this type of work are as follows:

- Kansas Department of Health and Environment (KDHE)
- KDHE Stormwater Pollution Prevention Plan (SWPPP)
- Riley County Use of Right of Way Permit
- Floodplain Fill Permit Division of Water Resources

6.4 SUSTAINABILITY CONSIDERATIONS

Maintaining infrastructure with sound rehabilitation or replacement methods is always considered a sustainable action. The materials and techniques that will be specified for the infrastructure improvement options are based on industry standards that have been deemed a balance of cost, operability and maintenance.

Performing any kind of increased containment and treatment of raw wastewater should be



viewed as the utmost “green infrastructure” improvement. All options considered will improve the containment of raw wastewater within the collection system, pump station and wastewater treatment facility.

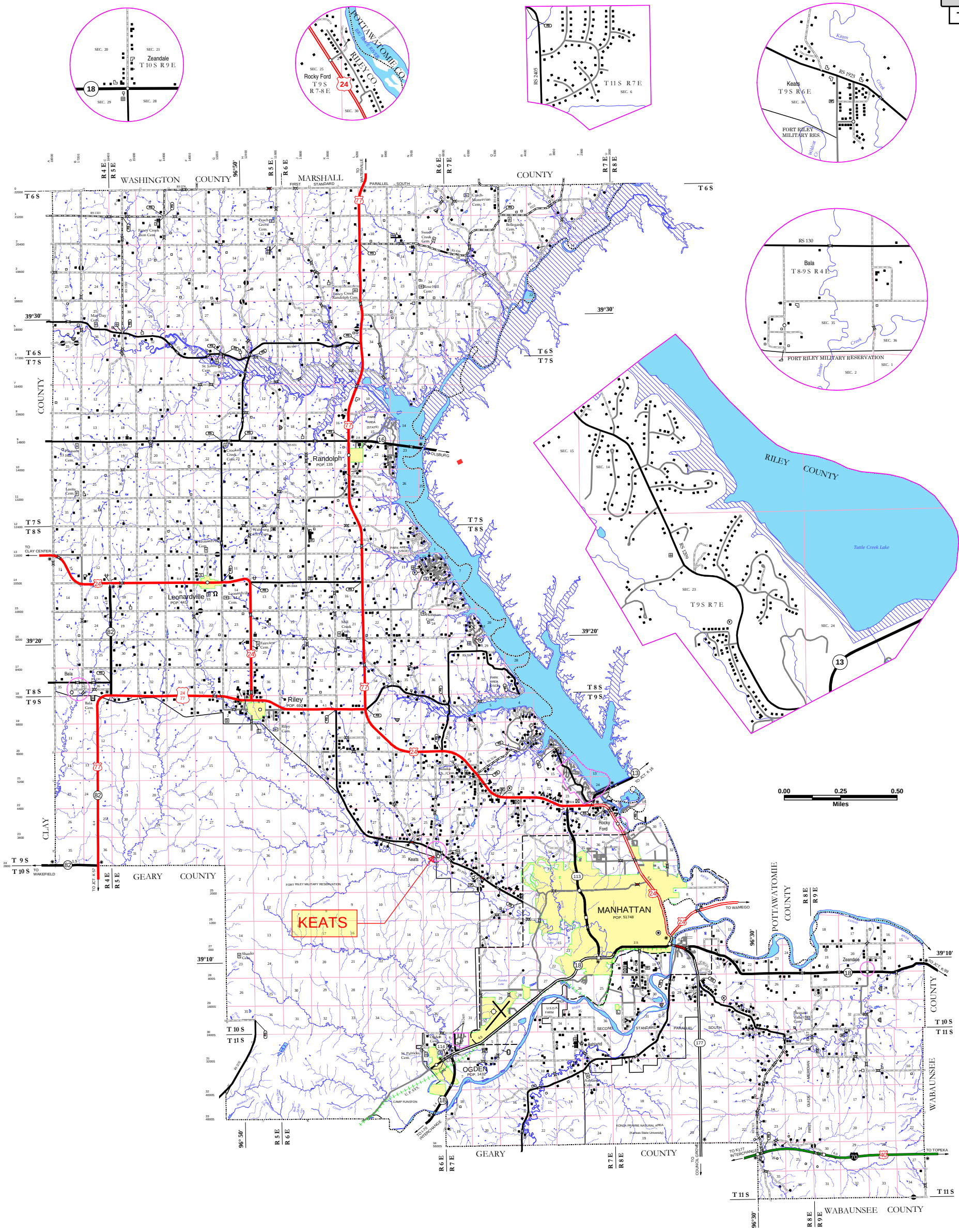
6.5 TOTAL PROJECT COST ESTIMATE

This Option is estimated to cost approximately \$4,146,330 dollars. A complete Engineers Opinion of Probable Cost (EOPC) is in the Appendix of this report. Multiple funding options were evaluated for consideration to understand the impact to the end user. The most favorable funding option was a project financed through the USDA-Rural Development program over a 40-year term, with grants from Riley County as shown in the following table:

USER RATE ANALYSIS SUMMARY

	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 Fee	\$ 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

END OF SECTION



- ROADS AND ROADWAY FEATURES**
- Controlled Access (With Interchange) - Interstate
 - Kansas Turnpike (KTA) (With Interchange)
 - US Route - Controlled Access (With Interchange)
 - US Route - Divided
 - US Route - Undivided
 - State Route - Controlled Access (With Interchange)
 - State Route - Divided
 - State Route - Undivided
 - RS Route - Paved
 - RS Route - Unpaved
 - Minor Road - Paved
 - Minor Road - Stone or Gravel
 - Minor Road - Soil
 - Side Road or Street in Unincorporated Area
- ROAD SYSTEM DESIGNATION**
- Rural Secondary System
 - County Road System
 - Points Between Which Distances are Measured
 - Interstate Numbered Highway
 - U.S. Numbered Highway
 - State Highway System or State Numbered Highway
 - End of Designated System or Marked Route
- BOUNDARIES**
- Kansas Turnpike Authority
 - State
 - County
 - City Limits
 - Section Lines
 - Boundary to Mark Entanglement Trist
 - Parks and Other Reservations National, State, County, or Municipal Park, Indian Reservation, National Monument, Federal Development Project
 - Urban Boundary

- RAILROADS**
- Railroad - Operating Company
 - Grade Crossing
 - Railroad Above
 - Railroad Below
- AIRWAYS AND AIRPORTS**
- Military Field (Some Facilities Available)
 - Airfield (Limited Facilities)
 - Airway Light Beacon (General)
 - Airport (Complete Facilities) (Commercial or Municipal)
- DRAINAGE**
- Major River
 - River
 - Major Drainage
 - Minor Drainage
 - Irrigation Ditch or Canal
 - Lake Subject to Flood, Overflow Land
 - Lake, Reservoir, or Pond (With Dam)
- BRIDGES**
- Bridges (Total Span Greater than 20 Feet)
 - Open to Traffic
 - Closed to Traffic
 - Two Bridges
 - Highway Grade Separation
- MISCELLANEOUS**
- Roadblock
 - Blake and Walking Trail
 - Levee or Dike
 - Natural or Concrete Ford
 - Gate Across Any Road (Any Type)

- CONSERVATION AND RECREATION**
- Public Recreation
 - Scenic, Tourist, or Historical Site
 - Trailer Park
 - Hotel or Motel
 - Camp or Lodge (Permanent Site with Building)
 - Small Park (SP - State Park, CP - County Park, MP - Municipal Park, SPS - Safety Rest Area)
 - Fish Hatchery
 - Game Farm
 - Game Preserve or Bird Sanctuary
 - Rifle Club (Public)
 - Golf Course or Country Club
 - Riding Academy, Saddle Club, or Stables
 - Race Course or Speedway
 - Marina
 - Rodeo Grounds
 - Fair Grounds
- FARM UNITS, DWELLINGS, ETC.**
- Dwelling
 - Multi Dwelling
 - Church or Other Religious Institution
 - Cemetery
 - Rest Home
 - Hospital
 - State Port of Entry or Weigh Station
 - Group of Mixed Cultural Features Closely Spaced
- EDUCATIONAL AND CORRECTIONAL INSTITUTION**
- Schoolhouse
 - Grange, Townhall, or Community Center
 - K.S.U. Agricultural Research Center
 - Correctional Institution
 - Museum (General)

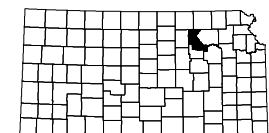
- INDUSTRIAL**
- Store or Small Business Establishment
 - Mine
 - Oil or Gas Well(s)
 - Storage Tank(s) (Gas or Oil)
 - Pumping or Gauging Station
 - Ochard or Tree Farm
 - Grain Elevator
 - Stock Yard - Loading Pen or Corral
 - Quarry
 - Feed Lot
- PUBLIC SERVICE FACILITIES**
- Post Office
 - Road Maintenance Shop
 - Fire Station
 - Landfill
 - Sewage Disposal Plant
 - Salvage Yard
 - Power Plant
 - Water Tower
 - Water Treatment Plant
 - Wind Farm
 - Radio Station (With Call Letters)
 - U.S. Corps of Engineers Office
- NATURAL FEATURES**
- Prominent Elevation - With Name (Numerals Indicate Elevation Above Sea Level)
- MILITARY**
- Fort, Army Camp, Barracks, or Other Military Post
- CITIES OR NAMED PLACES**
- State Capital
 - County Seat
 - Populated Places
 - Locate
 - Incorporated City

GENERAL HIGHWAY MAP
RILEY COUNTY
KANSAS

PREPARED BY THE
KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF TRANSPORTATION PLANNING
IN COOPERATION WITH
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

MARCH 2010

LAMBERT CONFORMAL CONIC PROJECTION



KDOT makes no warranties, guarantees, or representations for accuracy of this information assumes no liability for errors or omissions.

COMPUTER

TYPICAL ENVIRONMENTAL CONCERNS

The US Army Corps of Engineers will be contacted if the proposed project includes the discharge of dredged or fill material into waters of the United States.

If the proposed project includes construction beneath state highways or within its right of way the Kansas Department of Transportation will be contacted.

If during construction any oil field related problems or wells are located or encountered, the district supervisor for the Kansas Corporation Commission will be contacted.

The State Historical Preservation Office will be contacted. However, a historical determination cannot be made until final plans are issued for review by the State Historic Preservation Office. Final plans will be delivered before construction begins.

If the proposed project includes converting any farmlands into non-agricultural uses, a Farmland Conversion Impact Rating for the Natural Resources Conservation Service will be completed and authorization will be obtained before construction begins.

Should the proposed project include the removal of any structures, the structures will first be inspected for the presence of asbestos materials and a Demolition Form will be sent to the Kansas Department of Health and Environment.

Should the proposed project include the removal of any paint, a lead based paint inspection will be preformed. Should any lead based paint be discovered or the possibility of lead based paint exists, all proper permits and authorization will be obtained before construction/demolition begins.

Should the proposed project impact any crucial wildlife habitats, current state-listed threatened and endangered species, species in need of conservation, or public recreation areas the Kansas Department of Wildlife and Parks will be contacted.

If the proposed project should occur during the migratory bird nesting season in habitat capable of supporting bird nesting, as requested by the US Department of the Interior-Fish and Wildlife Service, a field survey during the nesting season of the affected habitats and structures shall be conducted to determine the presence of active nests. If the presence of nesting is discovered, all reasonable measures shall be taken to protect the migratory birds.

Should any suspected cultural or historical resources be discover during construction, all activates will be halted until the proper authorities and agencies are contacted and the cultural or historical significance of the resources is determined.



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

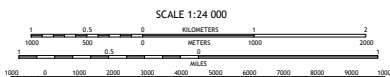
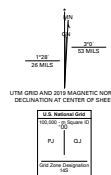


KEATS QUADRANGLE
KANSAS - RILEY COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1 000-meter grid Universal Transverse Mercator, Zone 14S
This map is not a legal document. Boundaries may be
generalized for this map scale. Private lands within government
reservations may not be shown. Obtain permission before
entering private lands.

Imagery	NAD83	July 2017	September 2017
Topography	U.S. Census	Bureau	2018
Hydrography	National Hydrography Dataset	2001	2018
Boundaries	National Gazetteer Database	2008	2017
Public Land Survey System	see metadata file 2016	2017	2016
Wetlands	FWS National Wetlands Inventory	1985	



CONTOUR INTERVAL 20 FEET
NORTH AMERICAN DATUM OF 1983
This map was produced to conform with the
National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 0.6.18



1	2	3
4	5	6
7	8	9

ALPHABETIC QUADRANGLES



KEATS, KS
2018

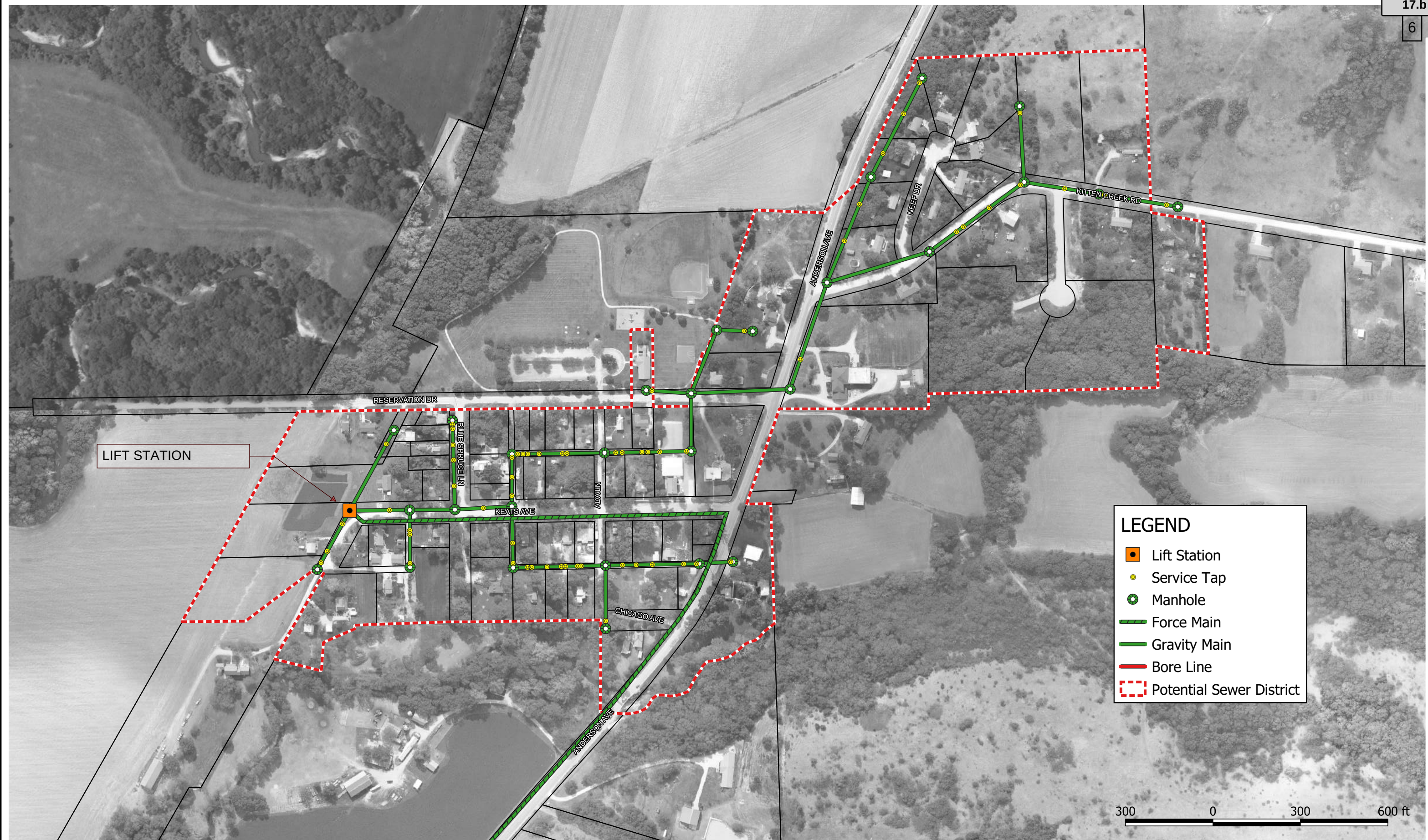
Summary of Keats Sewer District Water Usage From January 2016 to March 2020

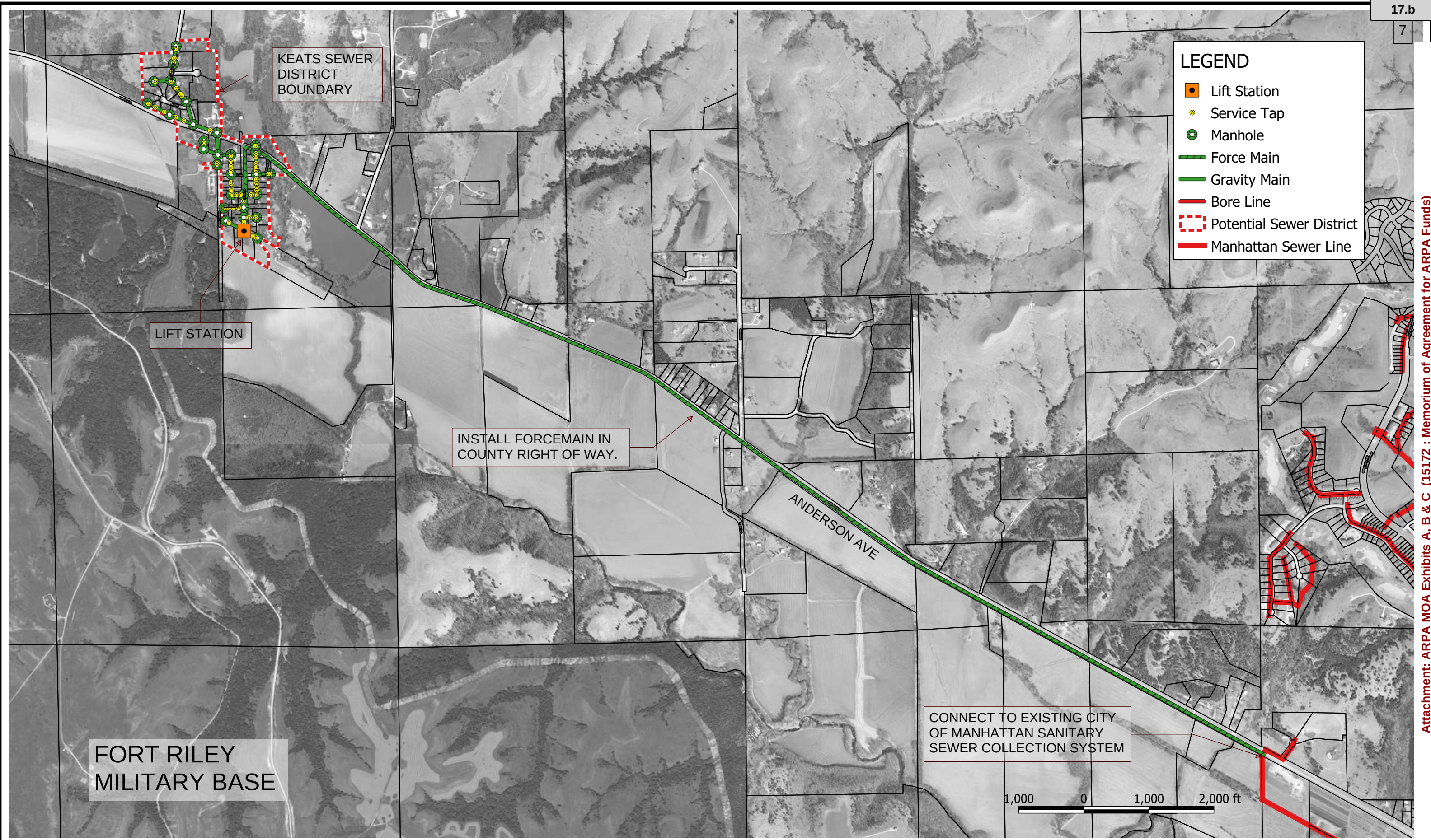
No	Address	Average Monthly Water Usage	Highest Monthly Water Usage	Lowest Monthly Water Usage
1	7284 Blue Spruce Ln	3,593	7,890	1,040
2	3193 Keats Ave	689	1,120	160
3	3187 Keats Ave	1,582	5,870	500
4	7287 Blue Spruce Ln	2,490	3,460	1,880
5	7295 Blue Spruce Ln	1,008	1,410	130
6	3184 Reservation Dr	3,085	3,580	1,890
7	7288 Blue Spruce Ln	6,228	7,670	3,110
8	7291 Blue Spruce Ln	3,372	6,800	880
9	3000 Keats Ave	1,711	2,490	1,240
10	3361 Kitten Creek Rd	1,761	5,090	1,020
11	3100 Keats Ave	N/A	0	0
12	7300 Anderson Ave	7,786	14,180	3,900
13	3362 Kitten Creek Rd	4,469	6,170	3,460
14	3081 Keats Ave	2,485	3,310	1,310
15	3221 Reservation Dr	3,408	20,360	670
16	2997 Keats Ave	996	1,710	480
17	2960 Reservation Dr	N/A	7,220	4,410
18	3197 Reservation Dr	1,219	2,120	860
19	3095 Keats Ave	1,795	2,320	1,210
20	3194 Keats Ave	2,376	4,080	1,730
21	3082 Keats Ave	4,405	7,990	2,000
22	3179 Keats Ave	1,018	2,760	310
23	2995 Keats Ave	3,616	11,810	1,360
24	2990 Keats Ave	6,465	29,670	2,030
25	3200 Keats Ave	2,295	4,600	1,480
26	3180 Keats Ave	3,137	9,050	1,280
27	2944 Keats Ave	2,248	5,440	1,440
28	2950 Keats Ave	764	1,360	390
29	3190 Reservation Dr	4,312	5,530	2,770
30	3004 Keats Ln	4,027	10,730	1,110
31	3080 Chapman Ln	2,152	7,010	990
32	7221 Ada Ln	3,346	7,080	1,070
33	3096 Reservation Dr	1,911	2,520	1,330
34	7283 Blue Spruce Ln	1,804	2,530	1,280
35	2955 Keats Ave	4,148	9,140	1,980
36	3199 Keats Ave	5,187	6,390	2,850
37	7210 Neef Dr	2,958	7,470	1,610
38	3089 Keats Ave	1,820	2,270	770
39	3200 Chicago Ave	1,749	2,460	840
40	3076 Chapman Ln	2,486	3,530	850
41	3096 Keats Ave	1,920	2,470	1,202
42	3070 Reservation Dr	2,167	4,520	1,361
43	3080 Reservation Dr	N/A	0	0
Total Average (gall/month)		2,850	6,175	1,468
Total Average Per Day		95	206	49
# Users in RW District		43	43	43
# Users in Keats Sewer District		66	67	67
Anticipated Flow Per Day (gall/day)		6,269	13,791	3,278

Attachment: ARPA MOA Exhibits A, B & C (15172 : Memorium of Agreement for ARPA Funds)

Non-Discharging Lagoon
 Keats, Riley County, KS
 Preliminary Design for PER
 Project No. 20-1139M
 8/26/2020

KDHE Sizing		
Houses	67	houses
Flow per bedroom	2.5	capita per house
Daily flow to Lagoon	16,750	gallons per day
Acceptable Infiltration	2,841	gallons per day
Annual Flow to Lagoon	7,150,715	gallons per year
Annual Flow to Lagoon	955,978	cubic feet per year
Length	480	feet
Width	480	feet
Surface Area	230,400	square feet
Surface Area	5.3	acres
Net Evaporation	14	inches per year
Net Evaporation	1.2	feet per year
Annual Evaporation	268,800	cubic feet per year
Seepage	0.1	inches per day
Seepage	0.01	feet per day
Annual Seepage	700,800	cubic feet per year
Annual Evap and Seepage	969,600	cubic feet per year
	-1.4%	of water balance
Total Area Required w/ Setback		
Minimum Set Back	100	feet
Length	680	feet
Width	680	feet
Site Area	462,400	square feet
	10.62	acres





Engineer's Opinion of Probable Cost
 Keats Sewer District Improvements (20-1139M)
 Option No. 1: Collection System, Lift Station and Forcemain to City of Manhattan
 Riley County Kansas
 9/19/2023

General

<u>No</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization	1	LS	\$ 125,000.00	\$ 125,000.00
2	Traffic Control	1	LS	\$ 11,000.00	\$ 11,000.00
3	Erosion Control	1	LS	\$ 15,000.00	\$ 15,000.00
4	Construction Staking	1	LS	\$ 35,000.00	\$ 35,000.00
5	Clearing and Grubbing	1	LS	\$ 20,000.00	\$ 20,000.00
6	Landscaping and Seeding Activities	1	LS	\$ 27,500.00	\$ 27,500.00

Collection System

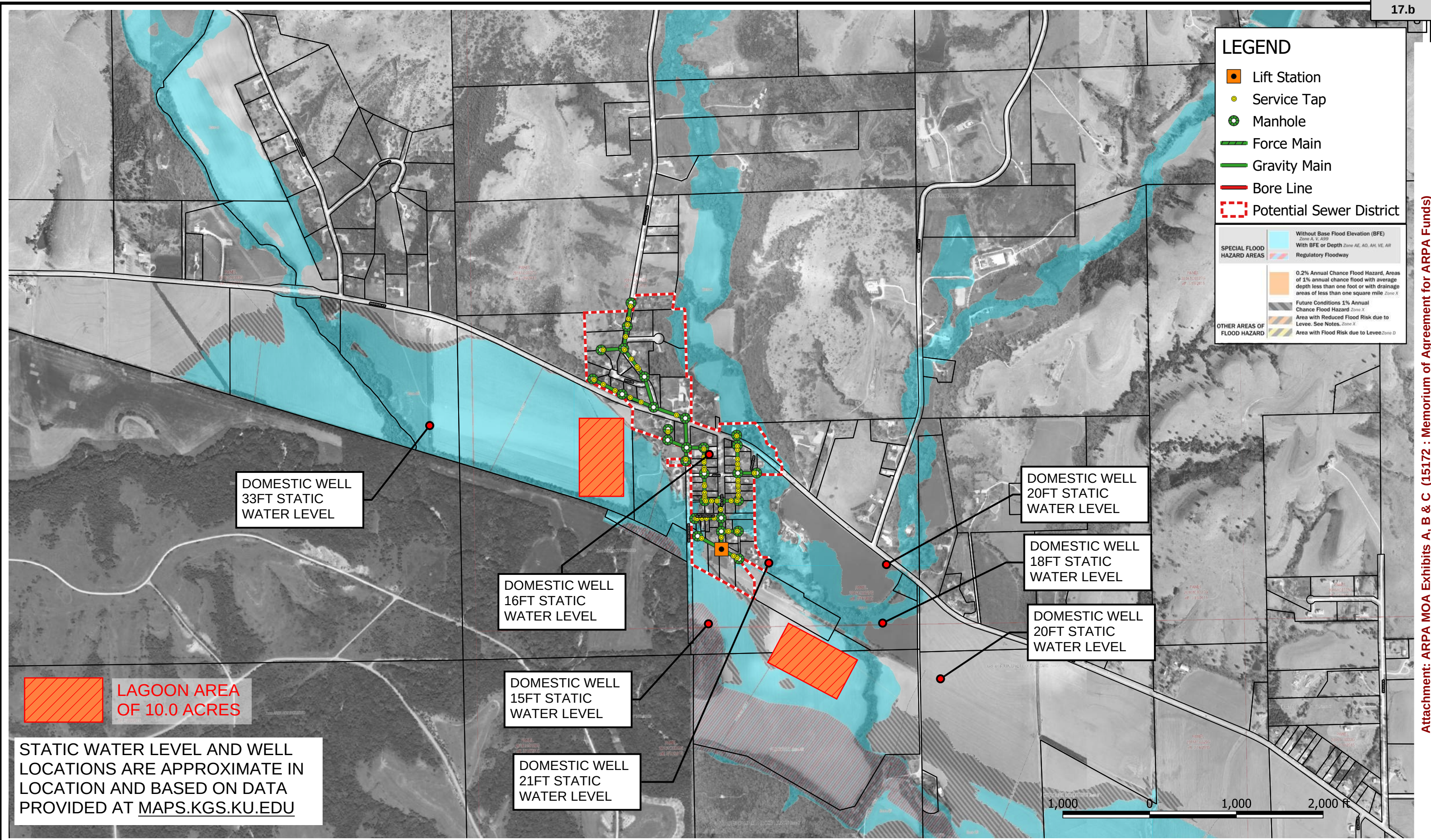
<u>No</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
7	Septic Tank Demolition	67	EA	\$ 1,500.00	\$ 100,500.00
8	Standard Precast Manhole (48" DIA)(6 ft Depth)	28	EA	\$ 6,000.00	\$ 168,000.00
9	Manhole Additional Height	60	VF	\$ 400.00	\$ 24,000.00
10	4"x8" PVC Service Tap and Clean Out	67	EA	\$ 900.00	\$ 60,300.00
11	4" DIA PVC Sewer Service Pipe	5,000	LF	\$ 50.00	\$ 250,000.00
12	8" DIA PVC Sewer Pipe(Depth Varies)	7,200	LF	\$ 80.00	\$ 576,000.00
13	8" DIA PVC Sewer Pipe(Boring)	250	LF	\$ 125.00	\$ 31,250.00
14	Flowable Fill	600	CY	\$ 110.00	\$ 66,000.00
15	Concrete Surfacing	200	SY	\$ 150.00	\$ 30,000.00
16	Gravel Surfacing	1,000	SY	\$ 25.00	\$ 25,000.00

Lift Station

<u>No</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
17	72" Dia. Precast Concrete Wet Well	1	LS	\$ 30,500.00	\$ 30,500.00
18	Duplex Submersible Pump Lift Station (20hp)	1	LS	\$ 300,000.00	\$ 300,000.00
19	Equipment Installation	1	LS	\$ 50,000.00	\$ 50,000.00
20	Generator and ATS Equipment	1	LS	\$ 60,000.00	\$ 60,000.00
21	Electrical Improvements	1	LS	\$ 85,000.00	\$ 85,000.00
22	Reinforced Concrete Station Pad (6") (AE)	150	SY	\$ 150.00	\$ 22,500.00
23	Concrete Sidewalk (4")(AE)	20.0	SY	\$ 125.00	\$ 2,500.00
24	Curb & Gutter - Type I	50	LF	\$ 100.00	\$ 5,000.00
25	4" DIA PVC Sewer Forcemain	20,000	LF	\$ 53.00	\$ 1,060,000.00
26	Air Release Valve Assembly	5	EA	\$ 9,000.00	\$ 45,000.00

Construction Subtotal	\$ 3,225,050.00
Construction Contingency (10%)	\$ 322,505.00
Engineering Design	\$ 360,000.00
Construction Observation (250 working days)	\$ 255,000.00
Engineering Additional Services	\$ 120,000.00
Land Acquisition	\$ 200,000.00
Manhattan Connection Fee	\$ 130,000.00
Legal, Bonding, Temp Financing	\$ 125,000.00
Total Project Cost	\$ 4,737,555.00

Attachment: ARPA MOA Exhibits A, B & C (15172 : Memorium of Agreement for ARPA Funds)



LEGEND

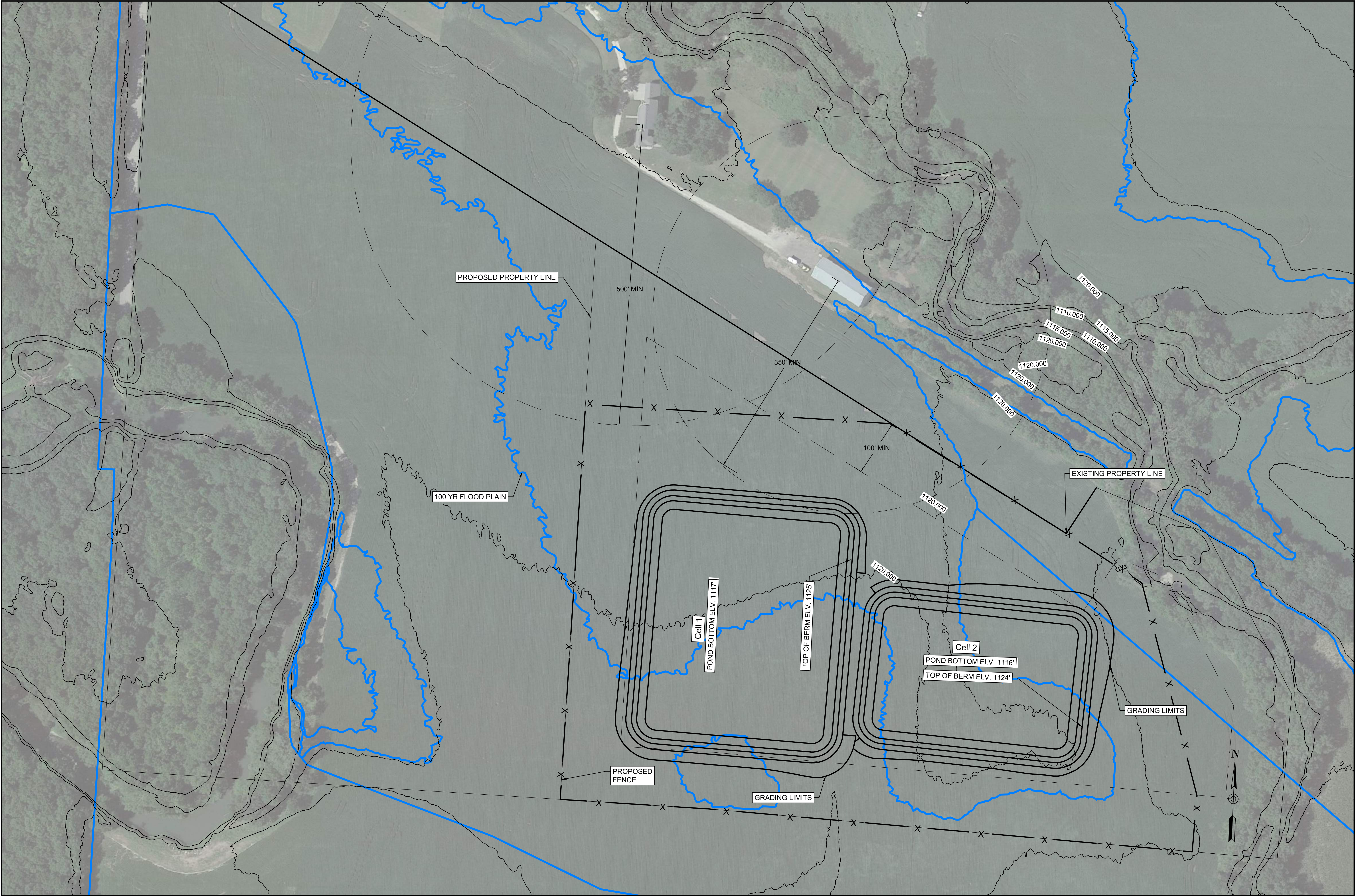
- Lift Station
- Service Tap
- Manhole
- Force Main
- Gravity Main
- Bore Line
- Potential Sewer District

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, APF
- With BFE or Depth Zone AE, AO, AH, VE, AR
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes, Zone X.
- Area with Flood Risk due to Levee Zone D

OTHER AREAS OF FLOOD HAZARD

STATIC WATER LEVEL AND WELL LOCATIONS ARE APPROXIMATE IN LOCATION AND BASED ON DATA PROVIDED AT MAPS.KGS.KU.EDU





17.b

BG CONSULTANTS

ENGINEERS · ARCHITECTS · SURVEYORS

NO.

DATE

INITIALS

REVISIONS

Sanitary Sewer System Improvements

Keats Community

Lagoon Design- Southwest

Engineer:

Drafter:

Check:
Date: 09-18-2023

BG Project No.
20-1139M

Sht. No.

Total Shts.

Attachment: ARPA MOA Exhibits A, B & C (15172 : Memorium of Agreement for ARPA Funds)

Packet Pg. 140

Engineer's Opinion of Probable Cost
Keats Sewer District Improvements (20-1139M)
Option No. 2: Collection System, Lift Station and Forcemain to Non-Discharging
Riley County Kansas
9/19/2023

General

No	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization	1	LS	\$ 125,000.00	\$ 125,000.00
2	Traffic Control	1	LS	\$ 11,000.00	\$ 11,000.00
3	Erosion Control	1	LS	\$ 15,000.00	\$ 15,000.00
4	Construction Staking	1	LS	\$ 35,000.00	\$ 35,000.00
5	Clearing and Grubbing	1	LS	\$ 20,000.00	\$ 20,000.00
6	Landscaping and Seeding Activities	1	LS	\$ 27,500.00	\$ 27,500.00

Collection System

No	Description	Quantity	Units	Unit Price	Total Price
7	Septic Tank Demolition	67	EA	\$ 1,500.00	\$ 100,500.00
8	Standard Precast Manhole (48" DIA)(6 ft Depth)	28	EA	\$ 6,000.00	\$ 168,000.00
9	Manhole Additional Height	60	VF	\$ 400.00	\$ 24,000.00
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11	4" DIA PVC Sewer Service Pipe	5,000	LF	\$ 50.00	\$ 250,000.00
12	8" DIA PVC Sewer Pipe(Depth Varies)	7,200	LF	\$ 80.00	\$ 576,000.00
13	8" DIA PVC Sewer Pipe(Boring)	250	LF	\$ 125.00	\$ 31,250.00
14	Flowable Fill	600	CY	\$ 110.00	\$ 66,000.00
15	Concrete Surfacing	200	SY	\$ 150.00	\$ 30,000.00
16	Gravel Surfacing	1,000	SY	\$ 25.00	\$ 25,000.00

Lift Station

No	Description	Quantity	Units	Unit Price	Total Price
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19	Duplex Submersible Pump Lift Station (5hp)	1	LS	\$ 250,000.00	\$ 250,000.00
20	Equipment Installation	1	LS	\$ 50,000.00	\$ 50,000.00
21	Generator and ATS Equipment	1	LS	\$ 30,000.00	\$ 30,000.00
22	Electrical Improvements	1	LS	\$ 45,000.00	\$ 45,000.00
23	Reinforced Concrete Station Pad (6") (AE)	150	SY	\$ 150.00	\$ 22,500.00
24	Concrete Sidewalk (4")(AE)	20	SY	\$ 125.00	\$ 2,500.00
25	Curb & Gutter - Type I	50	LF	\$ 100.00	\$ 5,000.00
26	4" DIA PVC Sewer Forcemain	1,000	LF	\$ 53.00	\$ 53,000.00
27	Air Release Valve Assembly	1	EA	\$ 9,000.00	\$ 9,000.00

Lagoon

28	Unclassified Excavation	39,200	CY	\$ 6.00	\$ 235,200.00
29	Common Excavation (Contractor Furnished)	0	CY	\$ 30.00	\$ -
30	Compaction of Earthwork	33,200	CY	\$ 4.00	\$ 132,800.00
31	Concrete Level Indicator	2	EA	\$ 7,500.00	\$ 15,000.00
32	Rock Slope Protection (4" D-40)	2,000	CY	\$ 130.00	\$ 260,000.00
33	Splash Pad	6	SY	\$ 125.00	\$ 750.00
34	Control Structure, Complete in Place	2	LS	\$ 20,000.00	\$ 40,000.00
35	4' Diameter Standard MH	2	EA	\$ 6,000.00	\$ 12,000.00
36	Security Fence	3,300	LF	\$ 25.00	\$ 82,500.00
37	Lagoon Liner Testing	1	LS	\$ 20,000.00	\$ 20,000.00

Construction Subtotal	\$	2,860,300.00
Construction Contingency (10%)	\$	286,030.00
Engineering Design	\$	300,000.00
Construction Observation (250 working days)	\$	255,000.00
Engineering Additional Services	\$	20,000.00
Land Acquisition	\$	300,000.00
Legal, Bonding, Temp Financing	\$	125,000.00
Total Project Cost	\$	4,146,330.00

Attachment: ARPA MOA Exhibits A, B & C (15172 : Memorium of Agreement for ARPA Funds)



IT/GIS
Purchase > \$10K

Cory Meyer
IT/GIS Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6305

COMMISSION AGENDA REPORT

FROM: Cory Meyer

MEETING: November 21, 2024

SUBJECT: IT/GIS CIP Request for Phone System Upgrade to Cisco Webex

PRESENTER: Cory Meyer

BACKGROUND

Riley County currently has an on-premise phone system called Cisco Call Manager. The on-premise system means that we have 2 servers on site that all phones are dependent on being functional 24/7. Additionally, that means that the 9 locations where we have phones always require a connection back to RCOB to the servers for the phones to work. We are currently running a version which is out of support in August of 2025. The upgrade to the current version will cost \$22,000. We also do not meet the Ray Baum Act and Kari's Law which is related to 911 addressing. To install and upgrade that brings our existing phone system compliant will cost \$20,000. Annually we currently pay \$15,000 for phone system licensing, \$17,400 for phone service, and \$7,600 for other maintenance/support services. We are also getting close to the end of life of the servers that run our phone system and if we were to choose to stay with the on-premise system those servers cost \$25,000 in hardware and services to install. We have also been told that Cisco announced a 25% increase in on-premise phone systems starting in 2027.

DISCUSSION

The IT/GIS department would like to move forward with an upgrade to cloud based Webex. Our current licensing goes through 2027 and can be upgraded to this phone service. Our current phones will also work with Webex so they do not need to be replaced. To stay on our existing phone system it will cost us \$162,800 for the next 3 years (2025-2027). The \$65,000 that we are requesting to upgrade to Webex will cover us for the next 33 months. That is a savings of \$97,800.

Additional Reasons to Switch:

- 911 Addressing to meet Ray Baum Act and Kari's Law is included
- Upgrades are included in our Subscription which means No maintenance, No downtime, & No after hours work by IT staff
- No local Hardware other than phones.
- No separate phone carrier services. Our existing Internet & Infrastructure will handle communication.
- No single point of failure.
- Additional capabilities and functionality with phone models and soft phone
- Remote management

FISCAL IMPACT

The CIP request of \$65,000 will cover the phone system for 33 months. Currently the General Fund pays for phone service. The IT/GIS budget pays for hardware, software, and licensing. The IT/GIS budget will still pay for phones and additional services.

RECOMMENDATION(S)

The IT/GIS Director recommends that the BOCC approve the 2024 CIP request for an upgrade to Cisco Webex.

POSSIBLE MOTION(S)

1. Allow IT/GIS to proceed with the 2024 CIP Request for Phone System Upgrade to Cisco Webex.
2. Disallow IT/GIS to proceed with the 2024 CIP Request for Phone System Upgrade to Cisco Webex.
3. Table the decision for more discussion at a later time.

No action required.

The Board agreed by consensus to

Enclosures:

- Pricing Webex Calling Riley (PDF)

Documents #: OP-000825073
SO-000946658Solution Name: Pricing - Webex Calling
78464534- Riley

Customer: RILEY COUNTY

Solution Summary

Pricing - Webex Calling 78464534- Riley

Customer: RILEY COUNTY	Primary Contact: Cory Meyer
Ship To 110 COURTHOUSE PLZ, STE B316	Email: cmeyer@rileycountyks.gov
Address: MANHATTAN, KS 66502-0125	Phone: (785) 537-6307
Bill To Address: 110 COURTHOUSE PLZ	Account Executive: Ester Carpenter
MANHATTAN, KS 66502-0125	Email: ecarpenter@onec1.com
Customer ID: AOSRILEY003	Phone: +19524563814
Customer PO:	

Solution Summary	Billing Frequency	Due	Total Project
Maintenance			
Other Maintenance	Annual	\$0.00	\$0.00
Resale Services	Annual	\$18,603.00	\$68,211.00
Project Subtotal			\$68,211.00
Estimated Credit for Invoice INV1011497		\$10,922.15	\$10,922.15
Estimated Credits for .23 months		\$475.41	\$475.41
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Estimated Recycling Fee			NOT INCLUDED
New Project Total		\$7,205.44	\$56,813.44

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller" and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1 predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.onec1.com/agreements>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customer by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

Attachment: Pricing Webex Calling Riley (15175 : CIP Phone System Upgrade)



Documents #: OP-000825073
SO-000946658

Solution Name: Pricing - Webex Calling
78464534- Riley

Customer: RILEY COUNTY

Special Comment to Solution Summary:

Cisco SaaS Terms with Auto Renewal - By signing this Order or issuing a PO against this Order, Customer acknowledges it has read and agrees to the terms of Cisco Software as a Service (SaaS) Terms of Service available at <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html> (the "SaaS Terms of Service"). In accordance with the SaaS Terms of Service, this Order encompasses overage and usage SKUs, and all charges associated with such overage and usage incurred throughout the term are payable by Customer. Seller will invoice Customer the additional overage and usage charges beyond the standard billing cycle if these features are utilized. Additionally, Customer acknowledges that, the Cisco SaaS Services shall auto-renew at the end of the then-current term in accordance with the terms of the SaaS Terms of Service, unless Customer provides written notice to Seller at least forty-five (45) days before the expiration of term. If Customer fails to provide timely notice of non-renewal, cancellation is not guaranteed, as our vendors imposes restrictions on cancellations beyond the cancellation notice cutoff date.

Requested Change Date 15-Nov-2024
Requested For 32.77 Months and from 15-Nov-2024 to 07-Aug-2027
Automatically Renews For 12 Months On 08-Aug-2027
Billing Frequency Annual Billing
Subscription ID Sub1272512
Estimated credits based upon 11/15/24 start date

ACCEPTED BY:

BUYER: _____	DATE: _____	SELLER: _____	DATE: _____
TITLE: _____		TITLE: _____	

Attachment: Pricing Webex Calling Riley (15175 : CIP Phone System Upgrade)

Documents #: OP-000825073
SO-000946658Solution Name: Pricing - Webex Calling
78464534- Riley

Customer: RILEY COUNTY

Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended P
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Added Line

1	A-FLEX-EACL	EntW Webex Calling	33	260	\$7.95	\$68,211
2	A-FLEX-ERC	Emergency Response Center Call fee per location search US Comment: Per Usage: Per Instance	33	1	\$43.00	\$0
3	A-FLEX-LGW-CUBE	CUBE for Webex Calling (2)	33	130	\$0.00	\$0
4	A-FLEX-CL-CA	Webex Calling Common Area Entitlement	33	130	\$0.00	\$0
5	A-FLEX-C-PRO	Webex Calling Entitlement	33	312	\$0.00	\$0
6	A-FLEX-P-CALL	Prem to Webex Calling / UCM Cloud	33	260	\$0.00	\$0

Added Line Subtotal: \$68,211**Existing Subscription**

7	A-FLEX-3	Collaboration Flex Plan 3.0	24	1	\$0.00	\$0
8	A-FLEX-MSG-ENT	Messaging Entitlement	24	312	\$0.00	\$0
9	A-FLEX-FILESTG-ENT	File Storage Entitlement	24	6240	\$0.00	\$0
10	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	24	260	\$0.00	\$0
11	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	24	312	\$0.00	\$0
12	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	24	312	\$0.00	\$0

Existing Subscription Subtotal: \$0**Total:** \$68,211**New Estimated
Total Minus
Credits** \$56,813

Attachment: Pricing Webex Calling Riley (15175 : CIP Phone System Upgrade)

County Officials' Meeting Agenda

Thursday, November 21, 2024

12:00 pm - 1:00 pm
BOCC CHAMBERS

- The topic will be follow-up to prior organizational discussions involving strategic planning and moving forward.
- Lunch will be catered by McAllister's.
- Please RSVP to Cindy Kabriel so she can estimate appropriately for the lunch order. (ckabriel@rileycountyks.gov)



AGENDA
JOINT CITY/COUNTY/COUNTY MEETING
City Commission Room
City Hall
1101 Poyntz Avenue
Manhattan, KS 66502

Thursday, November 21, 2024
4:00 P.M.

1. [Reinvestment Housing Incentive Districts \(RHIDs\)](#)
 (Stephanie Peterson, Director of Community Development)

Attachment: 112124-Ci (14037 : Joint City/County/County Agenda)



This meeting is being held in the City Commission Room at City Hall, 1101 Poyntz Avenue, Manhattan, KS 66502. Public participation is solicited without regard to race, sex, familial status, military status, disability, religion, age, color, national origin, ancestry, sexual orientation, or gender identity. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodation to participate in this meeting, or those requiring language assistance (free of charge) should contact the City of Manhattan ADA Coordinator, Deann Tiede, no later than forty-eight (48) hours prior to the meeting, at (785) 587-2442 or 7-1-1 (Relay).