



**Board of Riley County
Commissioners
Regular Meeting
Agenda
November 30, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Highway Use Permit, Carly Construction Company Inc
4. Riley County On-Call Agreement with Bruce McMillan AIA Architects, P.A.
5. Sign Riley County Employee Action Form(s)
6. Approve payroll/accounts payables (when completed)

Review Minutes

7. Board of Riley County Commissioners - Regular Meeting - Nov 27, 2023 8:30 AM

Review Tentative Agenda

8. Tentative Agenda

Press Conference Topics

9. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

10. Administrative Work Session

9:20 AM

Anna Burson, Appraiser

11. Appraiser's Office Staff Report

9:35 AM

Amanda Webb, Planning/Special Projects Director

12. KDHE Local Environmental Protection Program (LEPP) Grant discussion

- 9:55 AM** **John Ellermann, Public Works Director/County Engineer and Tom Orazam, RWD#1**
13. Rural Water District #1 New Water Tower Discussion
- 10:15 AM** **Barry Wilkerson, County Attorney**
14. Request to Fill - Assistant County Attorney
- 10:25 AM** **Rich Vargo, County Clerk**
15. Request to Fill Payroll Clerk Position
- 10:35 AM** **Rich Vargo, County Clerk**
16. Executive session to discuss confidential legal advice regarding potential litigation issues
- 11:00 AM** **Executive Sessions to discuss department head evaluations**
17. 11:00 Russel Stuke, Emergency Management Director
18. 11:20 John Ellermann, Public Works Director/County Engineer
19. 11:40 Julie Gibbs, Health Department Director
- 12:00 PM** **Lunch**
- 1:30 PM** **Clancy Holeman, Counselor/Director of Administrative Services**
20. Executive session to discuss a performance matter involving non-elected personnel
- Adjournment**

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



PUBLIC WORKS
Permit

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

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II

MEETING: November 30, 2023

SUBJECT: Highway Use Permit, Carly Construction Company Inc

PRESENTER: John Ellerman, Director of Public Works

BACKGROUND

Carley Construction Company Inc, has requested permission to bore new water and sewer service under Stagg Hill Road . See attached map.

DISCUSSION

FISCAL IMPACT

RECOMMENDATION(S)

Staff recommends approval of Highway Use Permit as presented.

POSSIBLE MOTION(S)

Move to approve the Highway Use Permit granting Carly Construction Company Inc, permission to complete work as outlined in permit

Enclosures:

- Highway Use Permit_Carly Const. Co Inc-Stagg Hill Rd (PDF)

Permit No. _____

APPLICATION FOR HIGHWAY USE PERMIT

Riley County, Kansas

Carley Construction Company Inc

Utility tie it

Applicant Name

Type of Construction

16875 Ebel Rd

Wamego

Kansas

66547

Applicant Mailing Address

City

State

Zip

Applicant hereby requests permission to do certain work along and/or across the public roads of Riley County, Kansas. The type of work and location of work to be done is described as follows: Boring of a new water and sewer service under the highway

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

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

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

Submitted by: _____

Submitter's signature

11/13/2023

Date

John Pryor Project Manager

Printed Name & Title

785-307-4835

Submitter's Telephone Number

john@carleyco.com

Submitter's Email Address

11/27/2023

Proposed Date of Construction

Carley Construction Company Inc

Contractor Name

785-456-2882

Contractor Telephone Number

3 weeks

Estimated Duration of Construction

RECOMMENDED BY: _____

Riley County Engineer

Permit granted this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

Chairperson

OFFICE USE ONLY:

Application Fee: 100- (01/31/95)

\$1,000 Deposit ☒ Bond ☒ Letter ☒

Receipt No. 013195 Date: 11/20/23

Signature: Andrea Rose

Process for Highway Use Permit

- A permit is required for all utilities installed, relocated, removed or repaired in the County's right-of-way
- Submit Application for Permit
 - Attach construction plan and traffic control plan
 - Submit \$100.00 Application Fee
 - Submit applicable deposit, performance bond, cashier's check or letter of credit
 - Contractor's Certificate of Liability Insurance
- Stake the proposed location of above ground utilities
- Permit must be approved prior to starting any work
- **Once approved, notify County Engineer a minimum of two business days prior to starting work**
- Copy of Highway Use Permit and copy of Requirements and Procedures must be on site with the Contractor
- Begin project
- County will perform routine inspections during project
- **Notify County 24 hours prior to any backfilling**
- Restore work area to a condition equal to the existing before construction
- Request final inspection a minimum of two business days before de-mobilization
- Create punch list of items remaining to be completed
- Complete punch list items as necessary
- Receive written final Notice of Acceptance
- Warranty work for a period of one year
- Fees, bonds, cashier's check or letter of credit returned

Carly Const. Highway Use Permit



11/21/2023



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/22/2023

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

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

PRODUCER Copeland Insurance Agency 5909 SW 28th St., Ste. 102 Topeka KS 66614		CONTACT NAME: Marc Shepherd PHONE (A/C, No, Ext): (785) 215-8767 FAX (A/C, No): (785) 215-8478 E-MAIL ADDRESS: certificates@copelandins.com	
INSURED Carley Construction Company Inc 16875 Ebel Rd Wamego KS 66547-9691		INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance INSURER B: Kansas Builders Insurance Group INSURER C: Underwriters at Lloyd's, London INSURER D: INSURER E: INSURER F:	
		NAIC # 18988 900704	

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		75919451	03/07/2023	03/07/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ 19	Y		4791945100	03/07/2023	03/07/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			4791945101	03/07/2023	03/07/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2023-2590	03/07/2023	12/31/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			ANE472624623	02/04/2023	02/04/2024	Aggregate Limit \$1,000,000 Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name and Number: Sanitary Sewer Project No. (SS2307)
 Riley County Public Works Dept. is hereby named as Additional Insured with regard to work performed by the above Named Insured as required by contract on General and Automobile Liability

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

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

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II

MEETING: November 30, 2023

SUBJECT: Riley County On-Call Agreement with Bruce McMillan AIA Architects, P.A.

PRESENTER: Evan McMillan, Assistant Director of Public Works

Attached for your approval is the Riley County On-Call Agreement with Bruce McMillan AIA Architects P.A. for Professional Engineering Services for Riley County projects, not to exceed the budgeted amount of 10,000 unless approved by Riley County.

POSSIBLE MOTION(S)

Move to sign and approve.

Enclosures:

- 2023 On Call Agreement Bruce McMillan (PDF)

AIA® Document B101™ – 2007
Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____
in the year of _____
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Riley County Commission
115 North 4th Street
Courthouse Plaza East
Manhattan, Kansas 66502

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

and the Architect:
(Name, address and other information)

Bruce McMillan AIA Architects, P.A.
555 Poyntz Avenue, Suite 295
Manhattan, Kansas 66502

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

On-Call Services for
Riley County, Kansas
c/o 115 North 4th Street
Courthouse Plaza East
Manhattan, Kansas 66502

Professional services will be provided as required for miscellaneous modifications/repairs/improvements to Riley County facilities upon request and authorization by Owner.

The Owner and Architect agree as follows.

Init.

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Attachment: 2023 On Call Agreement Bruce McMillan (14300 : Riley County On Call Agreement)

TABLE OF ARTICLES

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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Optional Exhibit A not used.

On-Call services apply to various projects that may be deemed necessary by the Owner, typically in a conceptual, preliminary design, or of a limited scope in nature.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date: *N/A*
- .2 Substantial Completion date: *N/A*

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

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23.12 Riley County On-Call Services

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability *(See attached).*
- .2 Automobile Liability *(See attached).*
- .3 Workers' Compensation *(See attached).*
- .4 Professional Liability *(See attached).*

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

23.12 Riley County On-Call Services

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

~~§ 3.5.3 NEGOTIATED PROPOSALS~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

Init.

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Attachment: 2023 On Call Agreement Bruce McMillan (14300 : Riley County On Call Agreement)

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

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Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor:

- (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;
- (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-designed record drawings		
§ 4.1.15 As-constructed record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2007)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Finishings, and Equipment Design (B253™-2007)		
§ 4.1.28 Other		

Init.

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. N/A

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 () visits to the site by the Architect over the duration of the Project during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The

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Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES**§ 8.1 GENERAL**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. ~~The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ ~~Arbitration pursuant to Section 8.3 of this Agreement~~

☒ Litigation in a court of competent jurisdiction

☐ ~~Other (Specify) _____~~

§ 8.3 ARBITRATION

§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 8.3.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

§ 8.3.2 ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.3 ~~The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 ~~Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration~~

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~~permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Basic compensation for architectural and approved consulting services shall be billed at the attached 2023 hourly rates not to exceed \$10,000.00 to include reimbursable expenses.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

All services performed will be within the basic fee structure. Should requested services be noted as likely to exceed the initial maximum amount of this contract, the architect will notify the owner.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See 11.2.

23.12 Riley County On-Call Services

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **zero** percent (**- 0 -** %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: *N/A*

Schematic Design Phase:	percent (	%)
Design Development Phase:	percent (	%)
Construction Documents Phase:	percent (	%)
Bidding or Negotiation Phase:	percent (	%)
Construction Phase:	percent (	%)
Total Basic Compensation	one hundred percent (	100.00%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. *N/A*

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.) (See attached)*

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **zero** percent (**-0-** %) of the expenses incurred.

See attached.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A as incomplete documents are noted as not for construction.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of **zero** Dollars (\$ **-0-**) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **thirty-one** (**31**) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)(As stated.)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Owner's legal counsel information attached, if any.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

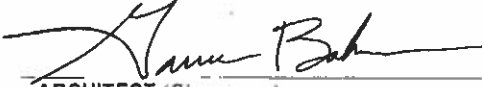
- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~
- .3 Other documents: **2023 Billing Rate Schedule**
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

23.12 Riley County On-Call Services

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


OWNER (Signature)

John Ellermann, Director, Public Works
(Printed name and title)


ARCHITECT (Signature)

Garric Baker, Secretary
(Printed name and title)

Attachment: 2023 On Call Agreement Bruce McMillan (14300 : Riley County On Call Agreement)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document or any portion of it may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Attachment to "Contract" Between Riley County (hereinafter "Owner"), and
Bruce McMillan AIA (hereinafter "Contractor").

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated contract to which it is attached and made a part thereof, said contract being dated *October 26, 2023*.

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 documents 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 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 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 Owner'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 Laws.** 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 Owner 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 Owner shall at all times stay in conformity with such laws, and as a condition of the Contract the Owner 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 Owner 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 Owner, after consultation with its Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, Owner may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after Owner mails written notice to Contractor. In the event of such termination, the Owner agrees to give written notice of termination to

contractor. With regard to equipment, leased or otherwise, provided to Owner under the contract, if lawful, Owner will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by Owner, title to and possession of any equipment purchased by the Owner under contract, but not fully paid for, shall revert to this paragraph shall not cause penalty to be charged to the Owner or the Contractor.

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

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

7. **ANTI-DISCRIMINATION CLAUSE.** In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*

7.1 Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.

7.2 In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

7.3 If contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by the Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated, or suspended, in whole or in part, by Owner.

7.4 If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated, or suspended, in whole or in part by Owner.

7.5 Contractor shall include the provisions of paragraphs 7.1 through 7.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.

7.6 Parties to the contract understand that this paragraph number 7 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the Owner cumulatively total \$5,000 or less during the Owner's fiscal year.

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

Contractor

Owner

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: 
Name: Bruce McMillan AIA

By: _____
Kathryn Focke, Chairwoman

10/26/2023

Date

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Attachment: 2023 On Call Agreement Bruce McMillan (14300 : Riley County On Call Agreement)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/28/2023

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

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

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL: contact@hiscox.com ADDRESS:																					
INSURED Bruce McMillan AIA Architects, PA 555 Poyntz Ave 295 Manhattan, KS 66502	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO. ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTHER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liability		P101.470.669.2	06/28/2023	06/28/2024	Each Claim \$ 1,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Riley County Commissioners
 115 N. 4th Street
 Manhattan, KS 66502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/28/2023

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PRODUCER Dillon Insurance Agency 527 Fort Riley Blvd Manhattan KS 66502	CONTACT NAME: Christina A Harvey PHONE (A/C, No, Ext): (785) 539-3048 FAX (A/C, No): (785) 537-4553 E-MAIL ADDRESS: dilloninsurance.dia@gmail.com														
INSURED Bruce McMillan AIA Architects PA 555 Poyntz Ave Ste 295 Manhattan KS 66502-0107	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: GOODVILLE MUT CAS CO</td> <td>14044</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: GOODVILLE MUT CAS CO	14044	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		BC939392	08/25/2023	08/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BC939392	08/25/2023	08/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000		UC410980	08/25/2023	08/25/2024	EACH OCCURRENCE \$ 1,000.00 AGGREGATE \$ 2,000.00 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC951211	08/25/2023	08/25/2024	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Riley County Commission Courthouse Plaza 115 N 4th Street Manhattan KS 66502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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BRUCE McMILLAN AIA ARCHITECTS, P.A.

555 Poyntz Avenue | Suite 295 332 West 7th Street | Suite A
 Manhattan, KS 66502 Junction City, KS 66441
 (P) 785.776.1011 (P) 785.238.5678

As a matter of public record, our 2023 published hourly rates and reimbursable expenses are provided for information purposes and are updated annually on January 1st based upon information provided by our Consultants and Vendors.

Principal:	\$175.00/hour
Associate Architect:	\$130.00/hour
Intern Architect:	\$100.00/hour
Drafting:	\$ 65.00/hour
Office Administration:	\$ 70.00/hour
Structural Engineer:	\$170.00/hour
Mechanical/Electrical Eng.(avg.)	\$185.00/hour
Civil Engineer:	\$190.00/hour
Interior Designer:	\$130.00/hour
Landscape Architect:	\$135.00/hour
Other Consultants:	Reimbursable Expenses

Reimbursable Expenses:

Mileage	.655/mile
Blackline Copies:	Direct Cost
Plots:	\$2.00 per sheet
Telephone/Fax/Long Distance	
Communication:	Direct Cost x 1.1
Mailing/Transmittal Fees:	Direct Cost x 1.1
Lodging/Meals	Direct Cost
Other:	Direct Cost x 1.1



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 30, 2023

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2023-12 MSchomaker EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Mary Schomaker**Status Change Date:** 12/12/2023**Status Change:** New Hire**Date of Hire:** 12/12/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** IT Specialist**Position Type:** Full-Time**Pay Range:** 12**Pay Type:** Hourly**Base Rate:** \$29.30**Annualized Pay:** \$60,944.00**Funds Codes:** County General [1], IT/GIS [29]**Supervisor:** Cory Meyer**Department Head:** Cory Meyer

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-12 MSchomaker EAF (14320 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
December 04, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

1. Administrative Work Session

9:20 AM

Elizabeth Ward, Human Resources Director

2. Human Resources update

9:30 AM

Press Conference

3. RCPD Update - Greg Steere (3-5 minutes)

9:35 AM

Shelley Woodard, Deputy County Counselor

4. Keats resolution

10:00 AM

Russel Stukey, Emergency Management Director

5. Staff update

10:15 AM

Vivienne Leyva, PIO

6. PIO update

11:00 AM

Executive Sessions to discuss department head evaluations

7. 11:00 David Adams, EMS/Ambulance Director

Attachment: 12-04-23 tentative agenda (12891 : Tentative Agenda)

8. 11:20 Anna Burson, Appraiser
9. 11:40 Michael Boller, Noxious Weed/HHW Director

Adjournment

Announcements

The 48th Annual KAC Conference and Exposition will be held Tuesday, December 5th - Thursday, December 7th at the Hyatt Regency & Century II Convention Center, Wichita, Kansas.

The Board of County Commissioners will not be in session on Thursday, December 7th.

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: 12-04-23 tentative agenda (12891 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
December 11, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

1. Year to date budget and expenditure reports

9:15 AM

Katharine Hensler, Museum Director

2. Staff update

9:30 AM

Press Conference

9:40 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

10:00 AM

John Ellermann, Public Works Director/County Engineer

4. Project update

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

5. Executive session to discuss confidential legal advice regarding potential litigation issues

11:45 AM

Lunch

Attachment: 12-11-23 tentative agenda (12891 : Tentative Agenda)

1:00 PM**Executive Sessions to discuss department head evaluations**

6. 1:00 Cory Meyer, IT/GIS Director
7. 1:20 Shelly Williams, Community Corrections Director
8. 1:40 Clancy Holeman, Counselor/Director of Administrative Services

Adjournment**Announcements**

A commissioner will be on In Focus live at 9:05 a.m. Tuesday, December 12, 2023 (KF).

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: 12-11-23 tentative agenda (12891 : Tentative Agenda)



COUNTY APPRAISER'S OFFICE
Staff Update

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

STAFF REPORT

FROM: Appraiser's Office

MEETING: November 30, 2023

SUBJECT: Appraiser's Office Staff Report

PRESENTER: Anna Burson

Enclosures:

- 11-30-2023 Appraiser's Office Commission Meeting update (DOCX)
- BOTA UPDATE 11-22-23.xlsx (PDF)

Appraiser's Office Staff Report

BOCC November 30th, 2023

- **Personal property**
 - We are working with Komtek to ensure valuations for 2024 move seamlessly considering the recent changes from valuing Manufactured homes in Komtek to valuing them in Orion.
- **Agricultural**
 - Our AG appraiser is continuing sales validation, AG use review, and training on residential data collection.
- **Residential**
 - Sales Validation has stopped until final valuation is complete. The team is currently reviewing building permits and we are just over 98% complete on annual review.
 - There have been 1064 sales recorded to date. Of these sales 935 are residential properties. The median sale price is still currently sitting at \$238,000 no change over last month's update. Our current residential sales ratio remains roughly 95%.
 - There are 326 total building permits, 47 of which are new dwellings.
 - The overall residential trend analysis has been completed for the 2024 tax year and is indicating an approximately 3-5% positive trend for tax year 2024.
 - Residential depreciation and Manufactured home depreciation is being finalized this week and market modeling is underway.
 - We are continuing to update data collection procedures and processes as training continues and will continue over the course of the next few years.
- **Commercial**
 - Our team is inspecting commercial new construction.
 - I have attached the Commercial BOTA case spreadsheet and there are a couple upcoming changes since my last update.
 - Income analysis has started and surveys are completed
- **Additional Information**
 - I presented during the Good morning, Manhattan meeting earlier this month.
 - I will be attending KAC in Wichita next week.
 - We are currently in our busiest time of the year relating to phase completions and analysis while working short staffed.
 - My team is wrapping up annual personnel reviews.

Attachment: 11-30-2023 Appraiser's Office Commission Meeting update (14317 : Appraiser's Office Staff Report)

BOTA - OPEN								
11/22/2023								
DOCKET	PARCEL NUMBER	QR#	YEAR	PROPERTY OWNER	BUSINESS NAME/SITE	COUNTY VALUE	TAXPAYER VALUE	SCHEDULED
2023-2524-EQ	081-189-31-0-00-00-007.00-0	R6092	2023	COLONIAL GARDENS LLC (3050 TCB)	COLONIAL GARDENS MHP OFFICE	\$407,900	?	TBA
2023-2523-EQ	081-189-31-0-00-00-010.00-0	R6096	2023	COLONIAL GARDENS LLC (3000 TCB)	COLONIAL GARDENS	\$8,856,630	\$8,327,504	TBA
2023-2525-EQ	081-189-31-0-00-00-017.01-0	R6104	2023	COLONIAL GARDENS LLC (0000 E MARLATT)	COLONIAL GARDENS - VACANT	\$1,870	?	TBA
2023-2526-EQ	081-203-06-2-70-18-001.00-0	R7912	2023	BLUE VALLEY MHC LLC	BLUE VALLEY MHC LLC	\$4,239,320	\$3,825,000	TBA
2023-2441-EQ	081-203-07-2-20-09-003.00-0	R8759	2023	SUNFLOWER BANK	SUNFLOWER BANK	\$4,626,910	\$2,313,455	TBA
2020-6179-PR	081-203-07-2-80-01-001.02-0	R9273	2019	BJS, INC	IHOP	\$1,974,000	\$1,000,000	CONTINUED MONDAY, AUGUST 21, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2020-6180-EQ	081-203-07-2-80-01-001.02-0	R9273	2020	BJS, INC	IHOP	\$1,974,000	\$1,482,207	CONTINUED MONDAY, AUGUST 21, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2021-1105-EQ	081-203-07-2-80-01-001.02-0	R9273	2021	BJS, INC	IHOP	\$1,974,000	\$1,300,000	CONTINUED MONDAY, AUGUST 21, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2020-1714-EQ	081-204-18-2-10-18-001.00-0	R9845	2020	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$2,100,000	\$1,365,000	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2021-5574-EQ	081-204-18-2-10-18-001.00-0	R9845	2021	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$1,770,000	\$1,150,500	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2022-1386-EQ	081-204-18-2-10-18-001.00-0	R9845	2022	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$1,670,000	1463240	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2023-1154-EQ	081-204-18-2-10-18-001.00-0	R9845	2023	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$1,570,000	\$1,402,794	TBA
2020-1099-EQ	081-204-18-2-10-18-001.01-0	R9846	2020	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$133,660	?	CONTINUED FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA
2021-1437-EQ	081-204-18-2-10-18-001.01-0	R9846	2021	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$140,910	prior year value	CONTINUED FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA
2022-2165-EQ	081-204-18-2-10-18-001.01-0	R9846	2022	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$140,040	?	CONTINUED FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA
2023-1916-EQ	081-204-18-2-10-18-001.01-0	R9846	2023	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$139,920	?	TBA
2020-1097-EQ	081-204-18-2-10-18-002.00-0	R9847	2020	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,398,740	?	CONTINUED FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA
2021-1435-EQ	081-204-18-2-10-18-002.00-0	R9847	2021	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,478,940	prior year value	CONTINUED FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA
2022-2164-EQ	081-204-18-2-10-18-002.00-0	R9847	2022	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,480,660	?	CONTINUED FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA
2023-1914-EQ	081-204-18-2-10-18-002.00-0	R9847	2023	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,479,080	?	TBA
2020-1098-EQ	081-204-18-2-10-18-011.00-0	R9848	2020	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$119,500	?	CONTINUED FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA
2021-1436-EQ	081-204-18-2-10-18-011.00-0	R9848	2021	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$126,850	prior year value	CONTINUED FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA
2022-2166-EQ	081-204-18-2-10-18-011.00-0	R9848	2022	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$126,000	?	CONTINUED FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA
2023-1915-EQ	081-204-18-2-10-18-011.00-0	R9848	2023	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$125,850	?	TBA
2020-1509-EQ	081-204-18-2-10-20-001.00-0	R9850	2020	HY-VEE INC	HY-VEE-STORE	\$6,750,000	\$6,699,500	CONTINUED FRIDAY, MAY 19, 2023 @ 3:30 FOR 1 HOUR IN TOPEKA
2021-3394-EQ	081-204-18-2-10-20-001.00-0	R9850	2021	HY-VEE INC	HY-VEE-STORE	\$6,750,000	\$6,280,700	CONTINUED FRIDAY, MAY 19, 2023 @ 3:30 FOR 1 HOUR IN TOPEKA
2022-1279-EQ	081-204-18-2-10-20-001.00-0	R9850	2022	HY-VEE INC	HY-VEE-STORE	\$7,000,000	\$6,280,700	CONTINUED FRIDAY, MAY 19, 2023 @ 3:30 FOR 1 HOUR IN TOPEKA
2023-2431-EQ	081-204-18-2-10-20-001.00-0	R9850	2023	HY-VEE INC	HY-VEE-STORE	\$7,605,800	\$3,802,900	TBA
	081-204-18-2-10-20-011.00-0	R9863	2023	HY-VEE INC	HY-VEE GAS STATION	\$1,114,600	\$557,300	TBA
2021-285-PR	081-204-18-2-10-20-004.02-0	R9855	2020	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,375,000	\$1,114,370	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2021-5575-EQ	081-204-18-2-10-20-004.02-0	R9855	2021	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,160,000	\$1,114,370	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2022-1387-EQ	081-204-18-2-10-20-004.02-0	R9855	2022	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,090,000	?	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2023-1155-EQ	081-204-18-2-10-20-004.02-0	R9855	2023	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,029,000	\$984,227	REINSTATED TBA BOTA DISMISSED, NO FILING FEE
2020-1713-EQ	081-204-18-2-10-20-005.00-0	R9857	2020	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$4,585,000	?	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2021-2046-EQ	081-204-18-2-10-20-005.00-0	R9857	2021	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$4,125,000	\$3,415,016	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2022-1385-EQ	081-204-18-2-10-20-005.00-0	R9857	2022	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$4,015,000	\$3,415,016	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2023-1153-EQ	081-204-18-2-10-20-005.00-0	R9857	2023	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$3,785,000	\$3,278,465	REINSTATED TBA BOTA DISMISSED, NO FILING FEE
2020-1715-EQ	081-204-18-2-10-20-013.00-0	R302812	2020	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$745,000	\$484,250	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2021-5576-EQ	081-204-18-2-10-20-013.00-0	R302812	2021	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$630,000	\$478,968	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2022-1388-EQ	081-204-18-2-10-20-013.00-0	R302812	2022	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$380,000	\$190,000	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2023-1156-EQ	081-204-18-2-10-20-013.00-0	R302812	2023	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$255,000	?	REINSTATED TBA BOTA DISMISSED, NO FILING FEE
2023-2381-EQ	081-204-18-2-20-10-001.00-0	R10104	2023	MANHATTAN LAND COMPANY LLC	MANHATTAN LAND COMPANY LLC	\$1,113,740	\$556,870	TBA
2022-2176-EQ	081-204-18-2-20-19-001.00-0	R10250	2022	PR MIG MANHATTAN OWNER LLC	COURTYARD BY MARRIOTT	\$17,330,300	?	WEDNESDAY, FEBRUARY 14 2024 @ 9:00 A.M. IN TOPEKA 1/2 DAY
2023-1237-EQ	081-204-18-2-20-19-001.00-0	R10250	2023	PR MIG MANHATTAN OWNER LLC	COURTYARD BY MARRIOTT	\$15,874,740	?	WEDNESDAY, FEBRUARY 14 2024 @ 9:00 A.M. IN TOPEKA 1/2 DAY
2023-2430-EQ	081-204-18-2-20-33-010.00-0	R10447	2023	MERION APARTMENTS LLC	MARION APARTMENTS LLC	\$1,441,800	\$720,900	TBA
2021-1662-EQ	081-204-18-2-30-03-004.00-0	R10629	2021	KSU REAL ESTATE FUND LLC	HOLIDAY INN CAMPUS	\$3,820,400	\$2,060,000	CONTINUED MONDAY, AUGUST 7, 2023 @ 1:30 FOR 1 HOUR IN TOPEKA
2022-2163-EQ	081-204-18-2-30-03-004.00-0	R10629	2022	KSU REAL ESTATE FUND LLC	HOLIDAY INN CAMPUS	\$4,011,420	\$3,630,000	CONTINUED MONDAY, AUGUST 7, 2023 @ 1:30 FOR 1 HOUR IN TOPEKA
2021-383-PR	081-204-18-2-60-31-005.00-0	R11572	2020	PARKWOOD LLC	PARKWOOD INN & SUITES	\$1,550,000	\$700,000	TUESDAY, JANUARY 16, 2024 @ 1:30PM FOR 1 HOUR IN TOPEKA
2021-1438-EQ	081-204-18-2-60-31-005.00-0	R11572	2021	PARKWOOD LLC	PARKWOOD INN & SUITES	\$1,215,790	prior year value	TUESDAY, JANUARY 16, 2024 @ 1:30PM FOR 1 HOUR IN TOPEKA
2023-2383-EQ	081-204-18-2-80-07-001.01-0	R309964	2023	COMMUNITY HOUSE LLC	COMMUNITY HOUSE LLC	\$1,736,300	\$868,150	TBA
2020-1749-EQ	081-211-11-0-40-13-003.00-0	R15610	2020	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$22,914,700	\$17,790,000	CONTINUED MONDAY, AUGUST 7, 2023 @ 2:30 FOR 2 HOURS
2021-1660-EQ	081-211-11-0-40-13-003.00-0	R15610	2021	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$22,833,000	\$21,160,000	CONTINUED MONDAY, AUGUST 7, 2023 @ 2:30 FOR 2 HOURS
2022-2172-EQ	081-211-11-0-40-13-003.00-0	R15610	2022	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$23,790,490	\$22,550,000	CONTINUED MONDAY, AUGUST 7, 2023 @ 2:30 FOR 2 HOURS
2023-1157-EQ	081-211-11-0-40-13-003.00-0	R15610	2023	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$23,790,490	\$22,070,000	REINSTATED TBA BOTA DISMISSED, NO FILING FEE

BOTA - OPEN									
11/22/2023									
2023-2450-EQ	081-211-12-0-020-01-027.02-0	R15648	2023	MERCY REGIONAL HEALTH CNTR INC	VIA CHRISTI HOSPITAL	\$8,644,170	\$4,322,085		TBA-EXEMPT PARCEL
	081-211-12-0-20-01-001.00-0	R15620	2023	MERCY REGIONAL HEALTH CNTR INC	VACANT LOT NEXT TO HOSPITAL	\$779,150	\$389,575		TBA (CANCELLED INFORMAL)-EXEMPT PARCEL
2023-2451-EQ	081-211-12-0-20-01-027.01-0	R15647	2023	MERCY HEALTH CENTER OF MANHATTAN	MHTTN SURGICAL HOSPITAL	\$6,176,700	\$3,089,350		TBA
2023-2352-EQ	081-211-12-0-30-01-008.01-0	R16064	2023	FOUNDERS HILL APARTMETNS LLC	FOUNDERS HILL APARTMETNS LLC	\$15,086,080	\$13,500,000		TBA
2020-915-EQ	081-211-12-0-30-11-004.01-0	R16204	2020	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,715,200	?		CONTINUED FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA
2021-1439-EQ	081-211-12-0-30-11-004.01-0	R16204	2021	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,812,400	prior year value		CONTINUED FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA
2022-2155-EQ	081-211-12-0-30-11-004.01-0	R16204	2022	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,812,400	?		CONTINUED FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA
2023-2296-EQ	081-211-12-0-30-11-004.01-0	R16204	2023	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,812,400			TBA
2023-2351-EQ	081-211-12-0-40-08-004.00-0	R16397	2023	CHASE MANHATTAN APARTMENTS LLC	CHASE MANHATTAN APARTMENTS LLC	\$12,473,850	\$11,400,000		TBA
2022-5112-EQ	081-216-14-0-10-03-006.02-0	R19739	2022	ICON INVESTMENTS LLC	AUTO MUSEUM PARKING LOT	\$1,220,060	\$272,021		CONTINUED FRIDAY, MAY 19, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA
2023-1869-EQ	081-216-14-0-10-03-006.02-0	R19739	2023	ICON INVESTMENTS LLC	AUTO MUSEUM PARKING LOT	\$1,270,180	\$200,000		TBA
2021-3484-EQ	081-216-23-0-10-08-001.00-0	R20575	2021	GENESIS HEALTH CLUBS OF MHTTN LLC	GENESIS	\$7,674,200	\$3,873,100		CONTINUED FRIDAY, MAY 19, 2023 @ 2:30 FOR 1 HOUR IN TOPEKA
2022-1277-EQ	081-216-23-0-10-08-001.00-0	R20575	2022	GENESIS HEALTH CLUBS OF MHTTN LLC	GENESIS	\$8,152,300	\$4,000,000		CONTINUED FRIDAY, MAY 19, 2023 @ 2:30 FOR 1 HOUR IN TOPEKA
2023-2393-EQ	081-216-23-0-10-08-001.00-0	R20575	2023	GENESIS HEALTH CLUBS OF MHTTN LLC	GENESIS	\$8,152,300	\$4,076,150		TBA
2020-1525-EQ	081-216-24-0-20-01-002.00-0	R21281	2020	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$7,200,000	\$4,070,000		CONTINUED TUESDAY & WEDNESDAY OCTOBER 17TH & 18TH 9:00 AM IN TOPEKA
2021-2023-EQ	081-216-24-0-20-01-002.00-0	R21281	2021	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$7,200,000	\$4,070,000		CONTINUED TUESDAY & WEDNESDAY OCTOBER 17TH & 18TH 9:00 AM IN TOPEKA
2022-1355-EQ	081-216-24-0-20-01-002.00-0	R21281	2022	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$7,200,000	\$4,070,000		CONTINUED TUESDAY & WEDNESDAY OCTOBER 17TH & 18TH 9:00 AM IN TOPEKA
2020-914-EQ	081-216-24-0-20-02-001.00-0	R21288	2020	TARGET CORPORATION	TARGET	\$9,850,000	?		CONTINUED WEDNESDAY, OCTOBER 25, 2023 @ 2:30 FOR 1 HOUR IN TOPEKA
2021-1440-EQ	081-216-24-0-20-02-001.00-0	R21288	2021	TARGET CORPORATION	TARGET	\$9,700,000	prior year value		CONTINUED WEDNESDAY, OCTOBER 25, 2023 @ 2:30 FOR 1 HOUR IN TOPEKA
2022-2157-EQ	081-216-24-0-20-02-001.00-0	R21288	2022	TARGET CORPORATION	TARGET	\$9,700,000	?		CONTINUED WEDNESDAY, OCTOBER 25, 2023 @ 2:30 FOR 1 HOUR IN TOPEKA
2023-2295-EQ	081-216-24-0-20-02-001.00-0	R21288	2023	TARGET CORPORATION	TARGET	\$9,700,000	?		TBA
Total County Value in Question						\$377,203,740			



PLANNING & DEVELOPMENT
Grant

Amanda Webb
Planning/Special Projects
Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6332

COMMISSION AGENDA REPORT

FROM: Amanda Webb, Planning Director

MEETING: November 30, 2023

SUBJECT: KDHE Local Environmental Protection Program (LEPP) Grant discussion

PRESENTER: Amanda Webb, Planning Director

BACKGROUND

The Local Environmental Protection Program (LEPP), established in 1990, assisted local authorities to develop water protection plans that complemented state and federal water quality efforts. At the core of each plan was the adoption and enforcement of county environmental codes with an emphasis on onsite wastewater systems (OWWS) and private water wells (PWW).

KDHE has opened a grant to assist low-income property owners for repair/replacement of onsite wastewater systems and private water well testing. The objective of the grant is to improve community public health and water quality throughout low-income communities in Kansas.

DISCUSSION

The grant provides \$50,000 to Riley County with the intent to distribute funds as directed by KDHE grant conditions. The grant will cover 85% of onsite wastewater system repair/replacement costs for households with income between 134% and 200% of the 2023 federal poverty level. The grant will cover 100% of onsite wastewater system repair/replacement costs for households with income of 133% or less of the 2023 federal poverty level. The grant will run from July 1, 2024 to June 30, 2025.

Included in your packet are the grant application for review, and KDHE's grant conditions document. At this point, with your support, I will fill out the application and submit it to KDHE for draft review. They will ensure everything is properly completed and meets their requirements. Once that is done, I will bring it back before you for any necessary signatures and

approval to submit. I must also sign and submit the grant conditions document concurrently with the grant application. Once everything is submitted, KDHE will perform concurrence and then issue the county a purchase order so we can start on projects.

As mentioned, the grant can cover repair/replacement of onsite wastewater systems and/or private well testing. It is up to Riley County what projects we will use the funds for - wastewater systems only, or both wastewater systems and water well testing. At this point, I'd recommend wastewater systems only. We need to indicate this intention in the grant application.

Installers will submit invoices to the county, and we will be responsible for distributing funds. We will also be responsible for inspecting septic tanks and lateral fields to approve repair/replacement of those systems as well as ensure the septic systems are complying with the county sanitary code (we do that anyway). We will also need to develop an agreement with the homeowner, so the repaired/replaced system is operated and maintained properly.

It will be up to Riley County to determine how to allocate funding. We can have an application process (example: some counties have a simple application and request pay stubs or tax documents to prove income) or if we already have systems that we know need replaced, we can designate those. We can set our own specifications. There is not a requirement to notify/advertise the availability of these funds, but that is another choice we can make. We do not have to make these decisions right now but will need to before we can administer the grant.

FISCAL IMPACT

Staff time for grant application and grant tracking.

RECOMMENDATION(S)

Staff's recommendation is for the BOCC to support the LEPP grant application and direct staff to proceed with providing KDHE a draft for review.

POSSIBLE MOTION(S)

Move to approve the BOCC support the LEPP grant application and direct staff to proceed with providing KDHE a draft for review.

Enclosures:

- Riley County PIP (PDF)
- Contract-SWPF Grant Conditions (PDF)

Requested Amount

Multi-Year



12.a

GRANT

Single Year

LEPP

Advance needed

Project Information

Application Date:

Project Title

Project #

This Implementation PIP will help accomplish the long-term goals established in Kansas' Nonpoint Source Management Plan including:

1. No lake, river, stream or wetland has a violation of Kansas Surface Water Quality Standards due to nonpoint sources of pollutants and all designated uses are fully supported;
2. Kansas surface and ground water are protected from all nonpoint pollutant sources through the use of recommended water quality best management practices;
3. Kansas Water Plan objectives are achieved by:
 - a. Reducing the levels of pathogens, biochemical oxygen demand, dissolved solids, metals, nutrients, pesticides and sediment that adversely affect the water quality of Kansas lakes, rivers, streams and wetlands;
 - b. Reducing the levels of dissolved solids, metals, nitrates and volatile organic chemicals that adversely affect the quality of Kansas ground water;
 - c. Maintaining water quality conditions for unimpaired waters at a level equal to or better than existing conditions

Project Dates

Sanitary Codes

Category of work

LEPP Project Coordinator

LEPP Project Manager

Phone Number

Email

Phone Number

Email

Enter Sponsoring Organization Information FEIN#

UEIN#

Sponsoring Organization Name

Address

Street Address

City, State Zip

Contact Information

Name:

Title:

Email:

Phone:

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

Are there any partners for this project? Yes No

Partner Information

Organization Type	Partner Name	Partner Contribution	Description of Role/Notes
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Project Contact Person:

Name:

Title:

Email:

Phone:

County / Counties involved

Wastewater/ Water information:

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

The project will focus on septic tanks in need of repair or replacement and water wells in need of yearly testing in specifically within low-income communities in the state of Kansas and the County of:

LEPP Grant for repair/replacement of failing onsite wastewater systems and private water well testing

This grant will help accomplish long term goals established in Bulletin 4-2: Minimum Standards for Design and Construction of

Onsite Wastewater Systems including,

1. Quality of surface and groundwater is protected for drinking water, recreation, aquatic life support, irrigation and industrial uses.
2. A breeding place or habitat will not be created for insects, rodents, and other vectors that may later contact food, people, pets, or drinking water.
3. Wastewater will not be exposed on the ground surface where it can be contacted by children and/or pets, creating a significant health hazard.
4. State and federal laws and local regulations governing water pollution or wastewater disposal will be met.
5. Nuisance conditions or obnoxious odors and unsightliness will be avoided.

This grant will also help accomplish long term goals established in the US EPA Safe Drinking Water Standard and K.S.A.

65-171m including,

1. A legal limit (maximum) on contaminants in drinking water.
2. Establish the requirements for adequate monitoring, by keeping private water wells safe to drink for communities who rely solely on their wells for their water supplies and by testing for coliform bacteria, nitrates, and specific conductivity.

Streams/Waters impacted

Will a private wells be impacted?

No

Yes

Will a public water supply be impacted?

No

Yes

Yes - If yes, please enter the impacted public supplies

No 51% or more of a project's budget was used for work that either benefits a disadvantaged community or is within the boundaries of a Federally Recognized Tribe

Yes - **If yes, please describe benefits of the underserved community**

Describe the project.

Describe your Stakeholder Leadership Team (SLT)

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

Project Members: List the name, role, affiliation, and email for each member

Name	Role	Affiliation	Email
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Planned SLT Meetings	SLT Meeting -Location	Date:	Time:	# of Attendees
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Land owner information for water testing collection

Name	Collection Site(s)	Lab used for test
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Strategic Planning

Please describe how this project has been assessed. This will include aerial assessments, soil and water tests, survey data, land use cover, and any other important information.

There are many communities across Kansas that have onsite wastewater systems in need of repair and/or replacement. This can cause untreated or inadequately treated wastewater to surface and run off into surface water or to seep into and contaminate the groundwater. The presence of coliform bacteria or high nitrate levels makes drinking water unsafe for human consumption. High specific conductivity is an indicator of higher levels of other mineral contaminants in the water

Strategic Planning

Please describe plans and assessments to provide funding for landowners to repair or replace their septic systems that are no longer meeting the standards in Bulletin 4-2 and or the County Sanitary Code.

This Project is providing funding for landowners to repair/replace their septic systems that are no longer meeting the standards in Bulletin 4-2 and/or the County Sanitary Code:

What are the resources that you will need for General Plan Implementation?

STRATEGY ONE

- This grant will cover 85% of onsite wastewater system repair/replacement costs for households with income between 134% and 200% of the 2023 federal poverty level.
- This grant will cover 100% of onsite wastewater system repair/replacement costs for households with income of 133% or less of the 2023 federal poverty level.
- The county will be responsible for distributing the funds to the appropriate licensed installers.
- The county will also be responsible for inspecting the septic tanks and lateral fields to approve repair/replacement of those systems as well as making sure the septic systems are complying with the county sanitary code.
- The county will develop an agreement with the homeowner so that the repaired/replaced system is operated and maintained properly.

The objective of Goal One is to improve community public health and water quality throughout low-income communities in Kansas. Many individuals in these communities would not be able to repair or replace a septic system without significant financial help. By improving individual failing septic systems, less wastewater will contaminate local water supplies, properties, and streams. This would improve overall public health because there will be a lower risk of contamination in both surface and ground water. The goal of each county that receives this grant will be to have most septic tank issues solved, leaving the septic tanks in working order and up to county code. By improving sanitation and water quality in these communities, we can improve standards of living. Those in low-income communities face many environmental and socioeconomic stressors. By ensuring that their wastewater is properly treated, these communities will see a decrease in environmental stressors.

Methods -Tactics and action steps

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

Items needed

Funding needed

Purpose

STRATEGY 2-

Provide a general summary

- Assist well owners to test their private water wells for nitrates, coliform bacteria, and specific conductivity.
- Well owners will be provided a sampling kit and will collect a sample of their private drinking water well following KDHE and/or county instructions.
- Landowners will then deliver samples to a State certified laboratory and the county will use the funds to pay for the water analysis. The county will share results with the well owner.

The objectives of this grant are to improve community public health and water quality throughout low-income communities in Kansas. The additional goal of improving water quality for the communities is to make sure wells are not contaminated by coliform bacteria and nitrates. Specific conductivity is correlated to other mineral contaminants and could alert the well owner that more testing is needed. If tests do come back positive, the well owners need to be made aware of disinfection and treatment protocols. By improving water quality in these communities, we can improve standards of living. Those in low-income communities face many environmental and socioeconomic stressors. By confirming that their drinking water is safe, or by alerting them to the need for treatment to ensure safety, these communities will see a decrease in environmental stressors.

Methods -Tactics and action steps

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

What are the resources that you will need to get the tactics Done?

Items needed	Funding needed	Purpose
--------------	----------------	---------

Strategy total milestones/expected date of completion

- Throughout the grant period the Project Officer will audit the above strategies for completion.
- The Project Coordinator/SO will provide quarterly progress reports on each strategy.
- Completed BMPS will be submitted quarterly and the Project Officer will enter all BMP/LRs into GRTS quarterly.
- The project will provide annual progress reports
- A final report will be due no later than 30 days after the end of grant/contract period.
- For multi-year projects beginning on July 1st, the reporting period will be (July 1-Jun 30).
- New grant applications /PIPs shall be completed and submitted 6 months prior to the new begin date.
- All active grants must be completed with a final report in progress prior to approval of a new grant.
- No grant funds will be transferred from one grant to another or one project to another.
- One-time grant extensions will be allowed, only when a project is in progress and near completion. Extensions on any grant will delay future grant begin dates.
- All funds allocated per budgeted category will not exceed the amount allocated per category.
- Any funds remaining per category that were not spent will be returned.
- The project may amend their budget by requesting a budget amendment, all amendments must be approved prior to moving funds from one category to another.
- Any deviations over \$2500 without prior approval are unallowable and may be required to be reimbursed.

Budget

The Budget includes costs to accomplish the activities included in the work plan. These costs must be necessary, reasonable, and consistent with federal cost principles and policies. The following are descriptions of different types of costs. OMB Circular A-87 identifies allowable costs, some of which are highlighted here:

Category	Grant	Match	Total
Personnel			
Fringe			
Travel			
Supplies			
Contractual/I/E			
BMPS			
Total			
Indirect-up to 10% of above total			
Grand Total			

Section 1

Indirect Budget

Indirect Cost- These cost include the purchase of equipment, supplies, materials, outside services and travel.

may not exceed 10% of total grant funds. Administrative expenses include anything outside of the project-

Administrative cost

examples are:(Administrative salaries, fringe, office supplies, overhead, direct or indirect cost for services provided and charges against activities and programs carried out with section 319 funds and travel)

Indirect Cost-10% of funding can be applied in this section

Personnel-Admin

Budget Line	Grant Request		Match	
Year 1				
Total Requested				

Description (Administrative Cost)	Name	Title	FTE	Rate	Annual
	FICA	Insurance	Wrk Comp	Unemployment Tx	Other:

Other: If SO has multiple grants Explain how indirect cost are split-
List all grants

Indirect Administrative Expenses

Description	Office	Utilities	Phone	Internet	Other	%	Total Cost
Other: Provide a detailed Summary about the Sponsoring Organization							

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

Contractual Services/ I/E

Budget Line	Grant Request	Match
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Year 1

Total Requested

Contractor

Type of Services

Cost

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

Outreach and Education- Workshops

Service Provider	Description of services	Hrs	RPH	Total
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Other: (Please attach the service agreement so that he correct # of hours can be entered)

Strategy Funding

Budget Line	Grant Request	Match
Year 1		
Total Requested		
Description (Implementation of BMPs in the priority area)	BMP-	

Supplies Direct Cost

Budget Line	Grant Request	Match	
Year 1			
Total Requested			
Description Workshops or other project related items	Supplies	Items	# of units
	Description		Cost per Unit
	Field		Grant Amount
	Testing		Match
	SLT		
	Lab		
	I/E-		
	Office		
	Fuel/auto		
	Cell Phone		
	Internet		
	Other		
			Total
Supplies over \$5000 will need prior approval List as Equipment	EQUIPMENT	Make, Model,VIN/Serial #	Cost
		#of Units	Total

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

		Travel Expenses					
Travel:		Grant		Match			
Year 1							
Total							
Event/Meeting/Conf Must be or Project Related		Conference	Registra tion	Hotel/ Rental	Transpo rtation	#	Total
		Mileage		Cost		Total	
Year 1							
Year 2							
Year 3	Other:						

Schedule

Prior Project Status (completed, extended, active, on schedule):

Prior Project end date: 00/00/0000

Did the Prior Project have an Amended Budget? No Yes
(Explain)

Will the Prior Project need an Extension? No Yes
(Explain)

Documents (Signature) Project Officer: Project Manager: Section Chief: PSA:

All Attachments have been
reviewed by:

Date:

Additional Information:

Project Start Date: Project End Date

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Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

Comments: (Has this project been issued an extension, supplement, or is this a new project?)

If the Current Project is requesting an extension; ** Note-The New Project Start Date will be extended the same length of time. No Advance Payment will be sent until after the approved start date.

Signatures requested for approval of application.

Sponsoring Organization:

Project Name:

X

Project Coordinator

X

Sponsoring Organization

X

Project Officer

X

Section Chief

X

Project Manager

Date of Approval:

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

Forms

Non-Boycott

CERTIFICATION OF COMPANY

NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation. I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

X _____

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

CONTRACTUAL PROVISIONS ATTACHMENT

DA-146a (Rev. 07-19)

State of Kansas

Important:

This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

day of _____,

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 any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year; plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

X

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

GRANT

CONTRACT

Kansas Department of Health and Environment
Nonpoint Source Financial Assistance Agreement

Project number:

Project Title:

Cooperator:

UEIN:

FEIN:

Cooperator Contact:

E-mail:

Phone

SFY

FFY

Grant Amount:

Matching Contribution:
(40%)

Advance Payment:

Reserve Amount:

Grant Period: to

\$

\$

\$

\$

Grant No.

Project ID

PO Phone:

Subject to the attached grant conditions, the Kansas Department of Health and Environment herewith grants to the cooperator the above amount for the purposes of performing the project described in the project implementation plan found on Attachment 1. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

Special Conditions:

No funds may be expended until EPA approves the Project Implementation Plan.

The undersigned hereby is duly authorized to accept this grant offer and agrees to comply with the terms and conditions (Attachment 2) set out by this agreement. This grant offer is effective upon signature of the Secretary, Kansas Department of Health and Environment.

X

Date

X

Janet Stanek,

Secretary

Kansas Department of Health and Environment

Date

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)

Watershed Management Section Project Implementation Plans Policy

1. All Kansas Department of Health & Environment (KDHE) Bureau of Environmental Field Services (BEFS) Watershed Management Section (WMS) State & 319 Federal Grant Recipients shall have available, and shall regularly review at least every three years or more frequently as necessary, their Grant Management State and Federal Regulations, WMS policies and grant conditions.
2. All WMS State & 319 Federal Grant Recipients shall ensure that their employees, interns, and contractors have been notified of the WMS's policies and grant conditions pertaining to grant management and shall further ensure that such persons are aware of the procedures for submitting a proper Project Implementation Plan (PIP) for grant funding.
3. All WMS State & 319 Federal Grant Recipients, per regulation shall submit progress and financial reports to the WMS as enforced in the grant conditions. All recipients shall comply with providing reports and financial updates as requested by the WMS.
4. All WMS State & 319 Federal Grant Recipients, shall provide any requested documentation to the WMS within 30 days of request and shall execute a document agreeing and acknowledging that they are aware of and will comply with this policy.
5. This Order is intended to supplement existing laws and regulations concerning grant management, and shall not be interpreted to in any way diminish such laws and regulations.
6. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the KDHE Watershed Management Section Chief or visit EPA.gov/OIG
7. Per Requirements, I agree to provide documentation and include the following information in the budget section of the Project Implementation Plan as follows:
8. **Supplies** As provided in 2 CFR 200. Supplies are tangible property other than equipment (under \$5000) with a per item acquisition cost. Electronic devices including laptops, personal computers, tablets, and cell phones with a per item acquisition cost. The recipient should briefly explain in budget narrative why the supplies the recipient proposes to purchase are necessary for the project. Costs should be categorized by major supply categories when applying for grants (e.g., office supplies, computing devices, monitoring equipment) and include the estimated costs by category. (this will be updated to actual cost for close-out procedures)
9. **Best Management Practices (BMPs)** will be submitted based on strategies and cost per BMP - All BMP and Demonstration Projects implemented with grant funds must comply with the KDHE guidelines. To qualify for financial assistance, a BMP and Demonstration Project must meet the guidelines established in the grant conditions and regulations and must adhere to regulations for Cost Share / Match- 60/40. See grant conditions for further information.
10. **Travel** As provided under 2 CFR 200.475, costs classified as "travel" – Are not allowable for contractual work. Must be for recipient employees for trips that are necessary to perform the EPA agreement. Travel must be integral to the purpose of the proposed project (e.g., inspections) or related to proposed project activities (e.g., attendance at meetings or training courses). - Mileage spent to meet with producers may be included in travel expenses. Grant expenses cover the mandatory annual meetings and trainings required under the program. Recipients when applying for funding must provide a narrative description of the types/purposes of travel, estimated number of trips, planned destinations, estimated number of travelers, and estimated per trip costs for travel to training, meetings and conferences (this will be updated to actual cost and information for close-out procedures) • Equipment is defined in 2 CFR 200.1 as tangible, non-expendable, property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. When

applying for funding, the recipient's budget narrative should include an itemized listing of all equipment proposed under the agreement and that the equipment is necessary for the project, this must have prior approval and be implemented in the program. Must include receipts, serial/VIN#, make, model and description of property. EPA may initiate other requirements and stipulations for equipment purchased with grant funds as the program considers equipment purchased with grant funds the property of the federal government. Project Revenues - The Sponsoring Organization will identify, record, and report any revenues received related to this project. The Sponsoring Organization will retain such income to be used to further the objectives of the project. Any sale of a work product produced through efforts of this grant shall be identified in the PIP approved by KDHE. Any such income received during the grant period may be used as grant contributed resources (i.e. matching funds). If revenues are received after the project, the Sponsoring Organization will continue to utilize the funds to further the objectives of the project and will maintain records indicating such

11. **Contractual Services**– This includes (Technical Assistants, Consultants, I/E Workshops, Speakers, etc.) If the recipient indicates that it will hire individual consultants, the costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap as described at 2 CFR 1500.10 and the "Consultant Cap" General Term and Condition. When applying for the grant, the recipient should list the proposed contracted activities along with a brief description of the scope of work or services to be provided, proposed duration, and proposed procurement method (competitive or non-competitive) in its budget narrative along with the rate per hour and number of hours per year. As provided in 2 CFR 1500.10, the consultant cap applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate.- The grant funds will not pay over the cap rate per hour for contracted work or consultants and only covers the amount of time worked on the project.
12. **Fringe Benefits** are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Recipients may only charge EPA assistance agreements for fringe benefit costs for personnel whose compensation is also charged to the EPA assistance agreement. Fringe benefit charges must be based on actual hours worked on the EPA funded project. Fringe benefits include, but are not limited to, the cost of leave, employee insurance, pensions and unemployment, cell phone allowances, holiday bonuses, and similar benefits. Fringe benefits may be expressed in terms of a percentage of salaries but must be allocable to the agreement based on the amount of time the employee devotes to work that benefits the EPA assisted project. The Project must include what the rate or % when applying for the grant with a narrative of what is included in this category.
13. **Personnel**- When applying for the grant, the recipient should list the proposed personnel's information, activities along with a brief description of the scope of work or services to be provided, proposed duration (FTE), proposed wage. In its budget narrative, the personnel cap applies to designated individuals with specialized skills who are paid at a hourly rate or salary. The rates are listed at Opm.gov and recipients shall use the following information when determining wages:
 - The qualifications of the individual (Entry Level- to -expert);
 - The pay rates of comparable individuals performing similar work in Federal or non-Federal sectors; and
 - The availability of qualified candidates
14. **Indirect Cost** The statutory 10% limit on administrative costs applies to all funding. Indirect cost includes administrative work on the project and overhead expenses. When applying for the grant,

the recipient should list the proposed personnel's information, activities along with a brief description of the scope of work or services to be provided, proposed duration per project (FTE), and proposed wage in its budget narrative. The personnel cap applies to designated individuals see the General Wage Scale for more information. For grantees with multiple grants, time per grant needs to be included as FTE per project and include a narrative of total projects and hours per each project. Cost associated with overhead/ indirect cost should be explained with total cost and narrative how expenses are split per each project. If the Sponsoring Organization conducts other business and dedicates time to other non-project related business the time/cost/expenses should be adjusted per project and should not include time spent on non-project related activities or expenses.

15. Any deviation from the approved PIP's scope of work or transfer of funds between categories in excess of \$2500 (total) must have prior written approval and may require a PIP amendment, grant funds are intended for expenditures on the approved project and do not transfer from one project to another. At close-out, all unspent funds will not be paid to the recipient or applied towards a new project these funds must be returned.

Matters involving fraud, waste and abuse, shall be investigated by independent legal counsel or the Office of Inspector General U.S. Environmental Protection Agency. Allegations of misuse of funds, fraud, waste, abuse and violations of law or policies may constitute grounds for immediate action, including dismissal or termination of funding.

Agreement to Comply with the Policy for Grant Management

I hereby acknowledge that I have received a copy of the KDHE Watershed Management Section Policy for Grant Management and agree to comply with the provisions of this policy.

Date:

Businesss Name:

Project Name:

Printed Name

Signature

Attachment: Riley County PIP (14315 : KDHE LEPP Grant)



Kansas Water Plan Funds (LEPP & DWPP)
319 Program Funded Projects
State/Federal WMS Contracts

SPONSORING
ORGANIZATION
Grant Conditions

November 2023

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I. Grant Agreement Responsibilities:

The Sponsoring Organization is responsible for ensuring the project deliverables as described in the Kansas Department of Health & Environment (KDHE) approved Project Implementation Plan (PIP) are achieved. If adjustments are necessary to the PIP, the Sponsoring Organization agrees to seek prior approval from the KDHE Project Coordinator and provide justification for the proposed modifications. Where the project PIP deliverables are significantly modified, the KDHE Project Coordinator may request that a formal Grant Amendment be submitted.

The Sponsoring Organization is responsible for insuring activities described in the PIP / contract agreement are completed on schedule. If adjustments are necessary to the timeframe, the Sponsoring Organization agrees to seek KDHE Project Coordinator, Officer or Manager approval and provide justification for the proposed adjustment. Where the project schedule is significantly adjusted, the KDHE Project Coordinator may request a Grant Amendment and/or a no-cost Grant Extension. This includes any Best Management Practice (BMP) or Demonstration Project deliverables. All BMP's and Demonstration Projects must be designed, installed and/or constructed and evaluated prior to the project end date and must comply with the guidelines contained in Section VI.B.

II. Grant Disbursement

(No expenditure of funds may be made until KDHE has reviewed and approved **the** Project Implementation Plan or Contract).

A. General Disbursement -- In general, the SPONSORING ORGANIZATION (grantee or contractor) may be provided up to 90% percent of the total grant amount in advance. This is to help the project with initial project costs. The advance payment will be initiated by KDHE upon receipt of the properly signed grant agreement, Contract and PIP, unless other conditions are negotiated or identified in the agreement.

The remaining grant award or Contract award will be paid upon quarterly expenditures reported on the Affidavit of Expenditures (FSR), Invoices or Contributions report.

- KDHE will place a hold on future FSR processing of grant funding until the following yearly conditions are met:
- The project has satisfactorily completed the deliverables as outlined in the corresponding year of the Project Implementation Plan.
- FSR have been submitted that account for the total funding for the corresponding year of the Project Implementation Plan.
- A project final report has been submitted and approved by KDHE for each corresponding year of the Project Implementation Plan.

- FSR's will not be processed for payment in subsequent Project Implementation Plan years if a final report is not received after each yearly Project Implementation Plan.
- KDHE will retain the final 10% of the total grant funding amount until the following conditions are met:
- A final FSR has been submitted and approved by KDHE.
- A project final report compiled of Project Implementation has been submitted and approved by KDHE.
- KDHE will only retain grant final payments for up to 6 months after a grant has expired. Once the 6-month deadline has passed, any remaining unclaimed grant funds will be unencumbered (terminated) and no longer available to the Sponsoring Organization.

At the end of the project, all FSR's submitted throughout the project must account for (add up to) 100% of the project total.

B. Affidavit of Expenditures and Nonfederal Contributions - The Sponsoring Organization will submit FSR reimbursement requests via the Kansas Grant Management System website or to the Project Coordinator. FSR information must be completed in the following categories:

1. Supplies - includes all costs of consumable materials purchased and utilized in support of this project (i.e. paper, office materials, and postage).
2. Food Purchases - Purchases of food and refreshments is not allowable with State Water Plan funds.

The necessity of a meal purchased from grant funds must be fully documented in the PIP and reported in the quarterly report. Examples of acceptable instances of where meals can be provided are:

- The event occurs at an isolated location and no other meal services are available.
- Meal is provided to assure that an all-day meeting can stay on-schedule.
- Mealtime is used as part of a continuing activity such as a speaker addressing water quality or nonpoint source pollution control topics.
- Mealtime is used for small group breakout discussion for a specific topic or assignment given prior to the meal. Results of the breakout discussion are reported back to the larger group and documented with the meeting proceedings.
- Use of mealtime is the optimum time to convene certain stakeholders (farmers, teachers, etc.) and meal is essential to assure participation.

More information regarding allowable meal expenses can be found at https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=KS&fiscal_year=2019&zip=&city=

3. Equipment - any item purchased with a useful life more than one year and a \$5,000 cost or more per unit. For equipment purchases, please provide a copy of the invoice with the make, model, and serial number of the item purchased.

4. Contractual Services - includes services provided by agreement (written or unwritten) between the Sponsoring Organization and service provider. All service contracts must be submitted to KDHE for review and approval within 3 months after the grant start date.
5. Other - includes any expenses not included above, but detailed or outlined in the PIP or Contract.
6. Requested Changes to the PIP Budget - KDHE recognizes that as projects are implemented changes to the budget may be necessary. Budget changes totaling less than \$2,500 do not require Project Coordinator approval, however, the change must be documented in the FSR comment field.

In the event the Sponsoring Organization wishes to adjust the original budget by \$2,500 or more, a grant amendment must be completed via the Kansas Grant Management System. The KDHE Project Coordinator must approve the amendment prior to the Sponsoring Organization acting on the deviation. The budget change is not authorized until the Project Coordinator has reviewed and approved the grant amendment.

C. Grant Project Contributions (i.e. match) – Match is not required for all Sponsoring Organization's grants or contracts. Your Project Manager will inform you if Match funds will be required for your grant or contract. If this grant or contract is paid with 319 federal funds you may be required to provide match. For all 319 federal funded projects, the Sponsoring Organization must provide match contributions that equal or exceed 40% of the total project cost.

Final payment will be reduced if the project contributions do not meet the 40% requirement. Sponsoring Organizations should try to meet their match requirements as the projects progresses via the quarterly affidavits of Project Expenditures and Grant Contributions, so that the match does not fall short at the end of the project.

State Water Plan Fund Match Requirements

Sponsoring Organization contributions for SWP funds may be from federal, state or local sources. Examples may include employee time or travel, other funds granted to project, equipment or other resources donated towards the project. Although other state funds may be used to match State Water Plan WRAPS funds, local funding is strongly encouraged for match contributions. Contact your KDHE Project Coordinator if you have any question on match eligibility.

Section 319 Fund Match Requirements

Sponsoring Organization contributions to match 319 funds must be from state or local sources (non-federal dollars). Please note the KS WRAPS SWP funds awarded for a project may not count as match for the 319 funds awarded. Examples of state or local sources include state or local employee time or travel, state or local funds granted for a BMP/demonstration project, state or local equipment or other resources donated towards the project. Contact your KDHE Project Coordinator if you have any question on match eligibility.

1. Volunteer Services as match for both 319 and SWP funds - Volunteer services provided to a Sponsoring Organization will be valued at rates consistent with those ordinarily paid for similar work by the Sponsoring Organization. Please note that time, mileage, etc. in which a volunteer attends a meeting, seminar or tour and does not provide a service may NOT be counted as match. If the Sponsoring Organization does not employ individuals in this type of work the services will be valued at rates paid for similar work in the same labor market. A reasonable amount for fringe benefits may be included in the rate.
2. Sponsoring Organizations should document how the rate for volunteers was determined and retain it with other project information. In addition, mileage volunteer's travel may be counted as match.

Example Volunteer Form may be found at:

<http://www.kdheks.gov/nps/downloads/GrantMatchingForm.pdf>

Value of Volunteer's Time Website: <https://independentsector.org/value-of-volunteer-time-2021>

D. Withholding of Payment - Payment may be withheld if project status reports are not submitted in a timely manner or if project requirements and objectives set out by the PIP are not being met. KDHE will only be retaining grant final payments for up to 6 months after a grant has expired. Once the 6-month deadline has passed, any remaining unclaimed grant funds will be unencumbered (terminated) and no longer available to the Sponsoring Organization. As a courtesy, KDHE will notify each project prior to the un-encumbrance of funding, to give the funding recipient a final opportunity to complete the three conditions and receive the final payment.

Deficiency Resolution: Sponsoring Organizations and Project Contact Person are responsible for fully implementing the PIP. The KDHE Project Coordinator is involved in project activities to the extent of monitoring deliverables, reviewing and approving progress reports and affidavits of expenditures, attending occasional meetings, and providing advisory support and technical assistance. Problems such as unforeseen loss of staff, prolonged bad weather, delays in programs used to leverage funding, etc., may affect the Sponsoring Organizations ability to meet the PIP requirements. In such cases, regular interaction and communication between the Sponsoring Organization and the KDHE Project Coordinator may be needed to help keep project activities on track. Minor or temporary delays are usually resolved through good communication between the Sponsoring Organization and the KDHE Project Coordinator.

More significant problems may develop where the project work is not progressing satisfactorily. Examples of potentially serious problems or deficiencies include: repeated failure to complete project work plan tasks; reports or related documentation routinely not submitted on time or of poor quality; project scope or deliverables changed without prior KDHE approval or work not performed in accordance with the work plan; unsubstantiated project costs; etc. In such instances, the KDHE Project Coordinator may initiate the following process in an attempt to

rectify project deficiencies:

1. KDHE Project Coordinator will communicate informally (via email or orally) with the Sponsoring Organization and/or project contact person about the deficiencies and recommend actions to rectify the problems.
2. If the problems are not rectified satisfactorily in a timely manner, the KDHE Program Manager will send written correspondence to the Signature Authority of the Sponsoring Organization and the project coordinator, identifying the project deficiencies and requesting that corrective action steps be identified by the Sponsoring Organization and/or coordinator and submitted to KDHE within 2 weeks. Once the action steps are agreed upon by KDHE and the Sponsoring Organization, the actions will be implemented and monitored by the KDHE Project Coordinator.
3. If action steps cannot be agreed upon, or if the action steps agreed upon are not adhered to, the KDHE Watershed Management Section Chief will provide written notification to the Sponsoring Organization Signatory Authority to terminate funding. The notification will document the actions taken by KDHE to resolve the deficiencies and identify failures of the project to correct the deficiencies. The notification will outline the procedure to terminate the grant contract.

E. Additional Payment Request - Payments in excess of the amount expended can be made under special conditions. If a large expense to the grant is expected in the next quarter, the Sponsoring Organization can request payment in advance of the expense by explaining the situation and provided the expense is identified in the PIP budget.

III. Reporting Requirements

A. Project Status Reports - The Sponsoring Organization will submit project status reports, through the Kansas Grant Management website for the designated reporting period, even if no activity or expenditures have occurred. Reporting period for all KDHE administered grants will be quarterly. If the Sponsoring Organization has entered into sub-agreements for completion of work under this grant, the Sponsoring Organization will secure appropriate project status reports from the sub-agreement vendor and include said reports with the Sponsoring Organization's report. Exceptions to this reporting schedule may be made upon request. Please visit with your Project Coordinator to negotiate an alternate reporting period.

B. Project BMP Reporting - The Sponsoring Organization will report Best Management Practices implemented via the Kansas Grant Management website

No BMP information shall be entered into the KCW BMP table unless the BMP has been completed and checked out by the appropriate technical service provider.

For data entry all reporting categories must be accurately reported. Categories include but are

not limited to units installed, date installed, grant contribution, landowner contribution, etc. BMP records will be reviewed by your KDHE Project Coordinator once every two to three years. The Sponsoring Organization will provide all necessary records including but not limited to, landowner payments/contracts and checkout sheets and payment voucher/ receipts.

C. Final Report- KDHE will create and deliver an electronic Final Report Document to be completed by the Sponsoring Organization. The final report is due 30 days after the funds are expended or the end of the project period. A report due date will be specified when the KDHE Project Coordinator delivers the Final Report Document to the Sponsoring Organization. The final report should detail activities and accomplishments of the project as identified in the Project Implementation Plan. The project final report is a comprehensive outline of the project that includes: (1) the location, scope, goals, objectives, and accomplishments of the project; (2) where and why the money was spent; (3) lessons learned, successes and failures; (4) how any aspect of the project may have been done differently;

1. A listing of any consumable supplies remaining at the project ending date and all equipment purchased entirely or partially with grant funds and an estimate of the value of the equipment must be provided. If the Sponsoring Organization would like to retain the equipment, include a statement of future plans for the equipment and a certification that the equipment will be used for future water quality activities. In the event the Sponsoring Organization does not complete the project, all equipment purchased for the project through grants funds will be returned to KDHE.

2. Final Report should be submitted as an electronic copy (an email attachment or a mailed CD).

D. Use of Project Data and Work Products - KDHE may use the data and other information produced through this project for succeeding reports, publications, or other purposes without notice or additional payment. The Sponsoring Organization will provide KDHE with a copy of all water quality data (including raw monitoring data), survey data, or other statistical information, fact sheets, work products, etc., obtained under this grant, in paper as well as electronic format, if available.

E. Project Implementation Plans will not be approved unless previously funded projects are performing acceptably. This includes administrative status reports, affidavits, grant amendments, and current project performance.

IV. Project Activity

Sponsoring Organization agrees to maintain an active and cooperative working relationship with the KDHE Project Coordinator assigned to the project. This involves keeping them informed of project activities including but not limited to:

A. Assignment / Sub-agreements - Prior to entering into a sub-agreement financed with grant funds, the Sponsoring Organization must secure approval from KDHE. This grant agreement, the subject matter, or any portion thereof may not be sold, transferred, or assigned in any manner by the Sponsoring Organization without first obtaining written permission from KDHE.

B. Notification of Project Meetings and Activities - The Sponsoring Organization will provide KDHE Project Coordinator written notices of project meetings, workshops, and other activities in advance, so the KDHE Project Coordinator has reasonable time to arrange for attendance. Thirty days is usually sufficient notice. Representatives of KDHE may attend project meetings and activities.

C. Notification of Personnel Changes

Notification - The Sponsoring Organization will keep the KDHE Project Coordinator updated when personnel changes occur. Project managers must notify KDHE in writing or by email those personnel have left. Included in the notification must be current contact information for the project representative responsible for reports and project work.

- Project Contact Person – The Sponsoring Organization will keep the KDHE Project Coordinator informed of the progression of hiring replacement staff, and preferably include the KDHE Project Coordinator in the hiring process.
- Local Leadership Team
- Sponsoring Organization agrees to form an active, engaged local leadership team consisting of individuals within the project area and who have a vested interest in the success of the project.
- The Sponsoring Organizations existing boards, committees, etc. may be represented on the project leadership team but may not solely comprise the leadership team.

QAPP

A QAPP is a written document that outlines the procedures a monitoring project will use to ensure that samples, data, and subsequent reports are of high enough quality to meet project objectives. All work performed or funded by EPA that involves the acquisition of environmental data must have a KDHE approved Quality Assurance Project Plan including KS-WRAPS, Service Provider, 319, or CWN grants. QAPP's are required for both 319 and State Water Plan funded projects to ensure that project objectives are met.

V. Administering Cost Share Funds

KDHE financial assistance supports timely installation of BMPs and Demonstration Projects to abate NPS pollution problems. All BMP's and Demonstration Projects must be designed, installed and/or constructed and evaluated prior to the project end date and must comply with the guidelines contained in Section V.B.

The Sponsoring Organization is responsible for insuring activities described in the PIP are completed on schedule. In the case that timely BMP installation is not achieved, and adjustments are necessary to the grant timeframe, the Sponsoring Organization agrees to seek KDHE Project Coordinator approval and provide justification for the proposed adjustment. Where the project schedule is significantly adjusted, the KDHE Project Coordinator may request a Grant Amendment and/or a no-cost Grant Extension. Grant Amendments and/or a no-cost Grant Extensions will only be granted for extraordinary project circumstances.

Construction of BMP may not begin prior to the grant start date, nor can construction of a BMP be completed following the grant expiration date.

Some practices may require only technical assistance with the landowner paying for all out-of-pocket costs associated with the construction and/or installation of the project. Other practices may involve cost share in the form of a payment to a landowner to increase on-the-ground implementation. In both cases, BMP installations should be completed with Sponsoring Organization oversight and technical assistance.

Projects awarded funding for BMPs or Demonstration Projects must insure the projects implemented are in conformance with a KDHE approved SPONSORING ORGANIZATION plan and the PIP. If other types of BMP/Demonstration projects are being considered or proposed projects are located outside of the target area specified in the watershed plan and the PIP, the Sponsoring Organization must obtain approval from the KDHE Project Coordinator prior to executing any landowner agreements.

A. Cost-Share Agreement - The Sponsoring Organization on behalf of the community must execute a cost-share agreement with each landowner that includes an operation and maintenance contract (see the Operation and Maintenance section below). Sponsoring Organizations and/or communities set the cost-share rate at a level needed to accomplish BMP implementation as outlined in the plan and corresponding PIP, keeping in mind the program goal of leveraging other State and Federal financial resources to the extent possible. Sponsoring Organizations are responsible for insuring practices are installed as designed by conducting an on-site inspection or cooperating with other state and/or federal programs that inspect project construction/installation.

B. Standards and Specifications - All BMP/Demonstration projects implemented with grant funds must comply with the KDHE guidelines. To qualify for financial assistance, a BMP/Demonstration project must meet either the first or second guideline as follows:

- The project must demonstrate a new or innovative water quality protection measure or enhance an established water quality protection practice.
- Measures shall be implemented in a drinking water source protection area identified in the plan and will help achieve water quality and pollutant load reduction goals for the watershed.
- Measures shall be implemented in accordance with standards or procedures developed

by a recognized authority with expertise in the subject matter (e.g. NRCS, KSU Research and Extension, professional engineer) and accepted by KDHE.

- An evaluation component shall be included to evaluate the effectiveness of the measure being implemented.
- An information and education component shall be included to inform other stakeholders of the measure and its water quality benefits.
- The project demonstrates an established water quality protection practice (i.e. Best Management Practice).
- Practice shall be implemented in accordance with accepted standards and specifications of a state or federal agency when applicable. If no state or federal standard is available, other competent sources may be considered (e.g. urban BMP manuals).
- Practice shall be implemented in a drinking water source protection area identified in the plan and will help achieve water quality and pollutant load reduction goals for the watershed.
- Other federal, state or local funding sources have been explored and are not available for implementation of the practice or other sources are being leveraged to implement the practice.
- An information and education component will be included to inform other stakeholders of the practice and its water quality benefits.
- An assessment of the effectiveness of the outreach efforts utilized shall be included.

C. Operation and Maintenance - The Sponsoring Organization will assure continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards. The recipient shall include a provision in every applicable sub-agreement (sub-grant or contract) awarded under this agreement requiring that the management practices for the project be properly operated and maintained. The sub-grant or contract should acknowledge the terms and conditions as stated in the sample Non-Point Source Pollution Control Practice Landowner Maintenance Requirements included as Attachment 1 to this document.

D. NO funding may not be utilized for urban stormwater practices or activities specifically required in an NPDES permit; or for practices for NPDES permitted Confined Animal Feeding Operations or NPDES permitted inactive mines.

VI. Financial Conditions

A. Accounting - The Sponsoring Organization will establish and maintain an accounting system that meets the requirements of generally accepted accounting principles for the recording and reporting of receipts, disbursements, and the maintenance of asset and liability balances and adequate internal control.

B. Procurement – When securing goods and services needed to execute the project, the Sponsoring Organization will secure the good or service at the least possible cost to the project through competitive bidding or comparison shopping. At a minimum three cost estimates will be secured. Documentation on procurement efforts will be retained by the Sponsoring Organization and be available for review by KDHE, the U.S. Environmental Protection Agency, Kansas Legislative Post Audit, or other individuals or organizations authorized by the Kansas Department of Health and Environment. Acquisition of supplies, equipment, construction or services with federal or state funds must be made on a competitive basis to ensure reasonable prices are obtained (cost-share payments excluded). Sponsoring Organizations may use their own procurement procedures provided they conform to 40 CFR 31.36.

Procurements less than \$100,000 may be conducted using small purchase procedures as outlined in 40 CFR 31.36. Small purchase procedures require that price or rate quotes must be obtained from an adequate number of qualified sources-typically three.

The reports must be submitted to KDHE semiannually for the periods ending March 31 and September 30. EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at <https://www.epa.gov/resources-small-businesses>.

C. Project Revenues - The Sponsoring Organization will identify, record, and report any revenues received related to this project. The Sponsoring Organization will retain such income to be used to further the objectives of the project. Any sale of a work product produced through efforts of this grant shall be identified in the PIP approved by KDHE. Any such income received during the grant period may be used as grant contributed resources (i.e. matching funds). If revenues are received after the project, the Sponsoring Organization is not required to report those revenues to KDHE but will continue to utilize the funds to further the objectives of the project and will maintain records indicating such.

D. Unspent Grant Funds - Any unspent grant funds remaining at the end of the grant period will be returned to KDHE within 30 days unless KDHE has approved an extension and possibly a revised PIP. Any unspent grant funds remaining upon termination of this contract for cause or convenience shall be returned to KDHE within 30 days.

E. Financial Resources - The recipient will be expected to have available financial resources to allow activity to continue for approximately four months while awaiting payments from KDHE.

F. Audits - Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. A copy of the audit report must be submitted to KDHE within 30 days of receipt. If the Sponsoring Organization must perform an audit for some other purpose not related to this project, the Sponsoring Organization may submit the specifications of the alternative audit procedures to KDHE to determine if the procedures will satisfy the intents and purposes of audits required for this

grant.

Program-specific audit election: When an audited expends Federal awards under only one Federal program (excluding research and development (R&D)) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the audited, the audited may elect to have a program-specific audit conducted in accordance with OMB Circular A-133.235. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year but records must be available for review for three years by appropriate officials of the Federal agency, pass-through entity, General Accounting Office, KDHE, the U. S. Environmental Protection Agency, Kansas Legislative Post Audit, or other individuals or organizations authorized by the Kansas Department of Health and Environment.

1. For additional information on OMB Circular A-133 visit:

https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A133/a133_revised_2007.pdf

[https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A133/2017/Compliance Supplement 2017.pdf](https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A133/2017/Compliance_Supplement_2017.pdf)

<https://www.govinfo.gov/content/pkg/FR-2017-08-14/pdf/2017-17054.pdf>

2. Special audit requirements for projects sponsored by County Conservation Districts. The County Conservation District shall comply with the audit requirements established by the State Conservation Commission as contained in the Kansas Conservation District Handbook and other publications that may be issued by the State Conservation Commission.

G. Follow applicable OMB cost principles. Costs charged to the grant must be reasonable and allowable costs. Follow federal cost principles applicable to the type of organization (governments, Federal OMB circular A-87 A-122, A-21). Sponsoring Organizations may not incur costs before the effective date of the Grant Agreement. Circulars are at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

VII. Records

A. Records Retention - The Sponsoring Organization will retain financial and programmatic records, supporting documents, and statistical records for three years from the latter of:
(1) the date the project completion report is submitted, or

(2) the date of any final resolution of any issues arising from litigation, claims, negotiation, audit, or other action involving the project.

B. Access to Records - The Sponsoring Organization will afford access, upon written request, to representatives of the Secretary of Health and Environment or Kansas Division of Legislative Post Audit to any Sponsoring Organization's documents and other records necessary to verify compliance with state agency grant award agreements, Kansas or Federal statutes, and Federal Grant regulations.

VIII. Miscellaneous Conditions

A. Acknowledgements - Reports and documents developed as part of a project funded by a LEPP assistance agreement shall contain the following statement:
 "This project has been funded wholly or in part by the Kansas Department of Health & Environment under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Kansas Department of Health & Environment, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

B. Project Signs for Demonstration Projects - Signage developed as part of project funded by a LEPP-assistance agreement. If the physical design of the sign allows, it should also include the following text:

State Funded Projects-"This project has been funded through the SPONSORING ORGANIZATION program of KDHE" **or**

Federal Funded Projects-"This cooperative project has been funded in part through the SPONSORING ORGANIZATION program of KDHE & the EPA"

Announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by a KDHE assistance agreement. If the physical design of the announcement allows, it should also include:

State Funded Projects-"This project has been funded through the SPONSORING ORGANIZATION program of KDHE" **or**

Federal Funded Projects-"This cooperative project has been funded in part through the SPONSORING ORGANIZATION program of KDHE & the EPA"

Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Department of Health and Environment
 Watershed Management Section
 1000 SW Jackson, Suite 430

Topeka, Kansas 66612-1367

or to any other persons or addresses as may be designated by notice from one party to the other.

Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

Mandatory Provisions

provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Sponsoring Organization provides substandard quality or workmanship;
- the Sponsoring Organization fails to perform any of the provisions of this contract, or
- the Sponsoring Organization fails to make progress as to endanger performance of this contract in accordance with its terms.

The Watershed Management Section Chief shall provide Sponsoring Organization with written notice of the conditions endangering performance. If the Sponsoring Organization fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Watershed Management Section Chief shall issue the Sponsoring Organization an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience

The Watershed Management Section Chief may terminate performance of work under this contract in whole or in part whenever, for any reason, the Watershed Management Section Chief shall determine that the termination is in the best interest of the State of Kansas.

In the event that the Watershed Management Section Chief elects to terminate this contract pursuant to this provision, it shall provide the Sponsoring Organization written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Sponsoring Organization shall continue to perform any part of the work that may have not been terminated by the notice.

Hold Harmless

The Sponsoring Organization shall indemnify the State against any and all loss or damage to the extent arising out of the Sponsoring Organization's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service,

operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Sponsoring Organization may carry which provides for indemnification for any loss or damage to property in the Sponsoring Organization's custody and control, where such loss or destruction is to state property. The Sponsoring Organization shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

Suspension, Withholding or Termination

The Watershed Management Section Chief may immediately suspend, withhold or terminate grant funds to an eligible entity if field monitoring and/or evaluation, desk monitoring and/or evaluation, or fiscal audits reveal noncompliance with established state or federal policies, grant requirements, fiscal procedures, program performance targets or other willful or negligent failure on the part of the eligible entity to perform its responsibilities.

Force Majeure

The Sponsoring Organization shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

Sponsoring Organization:
Project Name:

Signature:

Name:

Date

**Non-Point Source Pollution Control Practice
Landowner Maintenance Requirements**

SAMPLE DOCUMENT

This contract is entered into between the [Sponsor Organization] and the undersigned landowner(s) on site [Legal Property Description]. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective. The landowner agrees, as soon as practicable after his/her signature, to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the [Sponsor Organization]. Furthermore, the undersigned landowner agrees to the terms set forth herein to include:

1. I understand that as a condition of receiving financial assistance, I have not begun construction or installation of this practice prior to the grant start date as stated in the agreement between the Kansas Department of Health & Environment and the Sponsoring Organization.
2. All program participants receiving payments for structural or management practices are required to follow NRCS Standards and Specifications or other standards and specifications accepted by the Kansas Department of Health and Environment. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. As a condition of accepting financial assistance, I agree to maintain the practice according commonly accepted standards with a minimum of 10 years. Destruction of a practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the practice was applied for the [Sponsoring Organization] to inspect maintenance of the conservation practice(s) and for public information and education purposes.
4. Should I fail to maintain the practice according to approved Standards and Specifications, it is understood that I will be required to repay funds received.
5. The project shall be completed no later than the grant end date as stated in the agreement between the Kansas Department of Health & Environment and the Sponsoring Organization (unless a previous date is negotiated between the Sponsoring Organization and the undersigned landowner).
6. All Livestock Waste Systems shall comply with all applicable regulations of the Kansas Department of Health and Environment, Bureau of Water, Livestock Waste Management Section (<http://www.kdheks.gov/feedlots/index.html>). All Livestock Waste Systems which require site relocation, shall follow reclamation policies adopted by the State Conservation Commission prior to payment of cost-share assistance. All Livestock Waste System relocation policies shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving funding assistance. Failure to implement all the requirements of the relocation policies may require repayment of funds received. The owner of the livestock facility is responsible for proper operation and maintenance and, if needed, modification of the facility or other actions to assure continuous satisfactory operation at landowner expense.
7. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
8. When a change of ownership occurs on land, it is the responsibility of the original landowner to obtain, in writing, a contract with the new owner to transfer the maintenance obligations as stated in this contract to the new landowner. A copy of the transferred contract shall be provided to the [Sponsor Organization]. If such a contract is not made, this contract shall remain binding with the original landowner who received the financial assistance.

Landowner signature/date: _____

SAMPLE DOCUMENT



PUBLIC WORKS
Presentation

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, PE, Public Works Director
MEETING: November 30, 2023
SUBJECT: Rural Water District #1 New Water Tower Discussion
PRESENTER: Tom Orazem, RWD #1

BACKGROUND

The Riley County Rural Water District #1 supplies water to residents of the County within the boundaries of the district.

DISCUSSION

Discussion of possible new water tower site.

FISCAL IMPACT

N/A

RECOMMENDATION(S)

N/A

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:

- RileyCountyRWD1_CommissionMtg_11-30-23 (PDF)



RILEY COUNTY RWD No. 1



Randolph Connection/
Standpipe

University Park
Connection/Water Tower

Blue River Hills

NORTH SYSTEM (Red)

Trap Park
Water
Tower

Marlatt
Pump
Station

Keats
Pump
Station

North City of Manhattan
Connection/Water Tower

Keats

SOUTH SYSTEM (Green)

Wildcat Ground
Storage Tank

Wildcat Pump Station

South City of Manhattan
Connection

**DISTRIBUTION
SYSTEM
SCHEMATIC**

Attachment: RileyCountyRWD1_CommissionMtg_11-30-23 (14318 : New Water Tower Discussion)

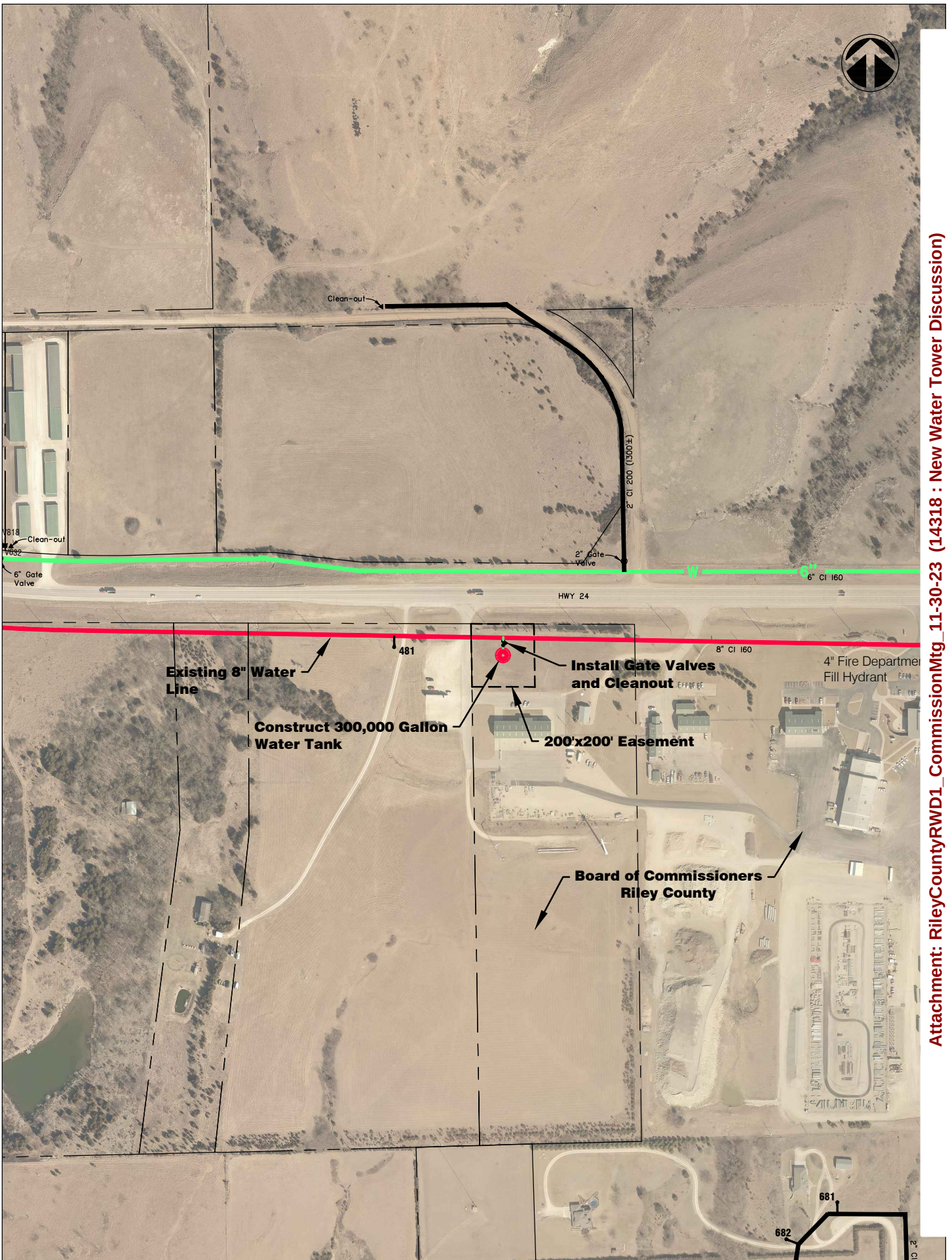


Figure 2C - Water Storage Improvements (North System) Option 3





COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Barry Wilkerson, County Attorney

MEETING: November 30, 2023

SUBJECT: Request to Fill - Assistant County Attorney

PRESENTER: Barry Wilkerson

BACKGROUND

On July 6th, the Board of County Commissioners approved to add another Assistant County Attorney to the County Attorney's Office.

DISCUSSION

This position will be the primary point of contact for sexual assault crimes and will also prepare appellate briefs and orally argue before the Kansas appellate courts. This position will assist in prosecuting all levels of criminal activity.

FISCAL IMPACT

The salary and benefits of this position were included in the FY24 budget at \$170,380.36.

RECOMMENDATION(S)

I recommend the BOCC make a motion to approve the authorization to post and fill the Assistant County Attorney position.

POSSIBLE MOTION(S)

Move to approve the posting and filling of the Assistant County Attorney position.

Move to deny:

Move to modify:

Move to table.

No action required.

The Board agreed by consensus to

Enclosures:

- Assistant County Attorney-Sexual Assault Crimes PAF (DOCX)
- Assistant County Attorney-Sexual Assault Crimes position description (PDF)

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

Submitted by Ashley Martinek on 11/28/2023 at 03:06 PM

Internal Position Details (not displayed on job posting)

Company Riley County, KS	Position Template Assistant County Attorney-Sexual Assault Crimes [Asst County Office Building Att]	Work Location Office Building
Job ID 2091950	Salary \$112,381.72-\$119,124.62	Supervisor Position No
Pay Grade FF [FF]	EEO Class First/Mid-Level Officials & Mgrs. [1.2]	Workers Compensation 8810 [8810]
Cost Center 1 County General [1]	Cost Center 2 Appraiser [22]	Cost Center 3 --
1 Job Slot ASSISTA-1		

Supervisor: Barry Wilkerson

Department Head: Barry Wilkerson

☒ No changes to Position or Budget☒ Position Description attached

Total annual hours: 2080

☒ Budgeted☒ New or updated position description☐ New request for budget (details attached)

Salary: \$119,124.62

Budget for Benefits: \$47,054.22

Total proposed annual budget: \$166,178.85

Additional Position Comments: _____

BoCC Chairwoman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	ASSISTANT COUNTY ATTORNEY-SEXUAL ASSAULT CRIMES	
Department:	County Attorney	Division:
Reports To:	County Attorney	
Pay Grade:	FF	Status: Full Time
FLSA Status:	Non-Exempt	

Position Summary: The position of Assistant Riley County Attorney (ACA) – Sexual Assault Crimes represents the State of Kansas in the prosecution of felony and misdemeanor sexual assault cases as well as Child in Need of Care cases. ACA may also be required to prepare appellate briefs and orally argue before the Kansas appellate courts. ACA is expected to staff cases with, and to give advice to, law enforcement agencies within Riley County.

ESSENTIAL FUNCTIONS

- Prosecute assigned cases under guidelines established by the County Attorney and within the Rules of Professional Conduct as established by the Kansas Supreme Court.
- Prosecute sexual assault crimes and Child in Need of Care cases.
- Maintain a working knowledge of the law and any changes.
- Assist local, state and federal agencies with the promotion of public safety and the current status of the law.
- Prosecute all levels of criminal activity from traffic, misdemeanors, low level felonies to upper level and off-grid felonies.
- Other duties as assigned.

POSITION REQUIREMENTS:

Education: Doctor of Jurisprudence Degree. required

License(s)/Certificate(s): A member in good standing with the Kansas Bar.

Experience: Trial experience or at a minimum a desire to go to trial is required. Experience in the prosecution of sexual assault crimes and Child in Need of Care cases preferred.

Skills: Proficient knowledge of the Rules of Evidence and the procedural requirements in the prosecution of a case to a level which increases the chances of a successful prosecution. Above average communication skills are required. Ability to defuse high pressure situations is critical.

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.

While performing the duties of this job, the employee is required to stand; walk; sit; use hands to finger, handle, talk or hear. The employee must occasionally lifts/pushes/pulls 20-50lbs, frequently lifts up of 10-25lbs and constant lift of up to 10lbs. Specific vision abilities required by this job include close vision, color vision, ability to adjust focus. May require working nights and weekends.

Work Environment: Law Office, District Court, schools and other public and private venues. May also be required to respond to crime scenes.

While performing the duties of this job, the employee is exposed to a moderate noise level in the work environment. There is moderate risk involved as the employee is potentially subject to verbal or physical

Updated 2022

abuse from disgruntled individuals including dangerous felons or family members.

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.



COUNTY CLERK & ELECTIONS
Personnel

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 30, 2023

SUBJECT: Request to Fill Payroll Clerk Position

PRESENTER: Rich Vargo, County Clerk

BACKGROUND

On July 6th, the Board of County Commissioners approved to add the new position of Payroll Clerk to the Clerk's Office under the supervision of the Budget and Finance Officer.

DISCUSSION

I am requesting to post the payroll clerk position. We are looking to have this individual start on or around January 15th. This individual would work closely with the Budget & Finance Officer as well as Human Resources.

FISCAL IMPACT

The salary and benefits of this position were included in the FY24 budget, totaling \$70,490.88.

RECOMMENDATION(S)

I recommend the BOCC make a motion to approve the authorization to post and fill the payroll clerk position.

POSSIBLE MOTION(S)

Move to approve the posting and filling of the payroll clerk position.

Move to deny

Move to modify

Move to table

Enclosures:

- Payroll Clerk position description (PDF)
- Payroll Clerk PAF (DOCX)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	PAYROLL CLERK	
Department:	Clerk	Division: Finance
Reports To:	Budget and Finance Officer	
Grade:	8	Status: Full Time
FLSA Status:	Non-Exempt	

Position Summary: The Payroll Clerk is responsible to process payroll information, taxes, benefits, charitable contributions, and other deductions by collating and calculating time, benefit and deduction information and entering such data into our Human Resources Information System (HRIS). The Payroll Clerk Reconciles daily payments to the general ledger. Issues, or reissues, direct deposits or pay card funds due to payroll errors or final discharge.

Essential Functions:

- Ensure accuracy for payroll processes at Riley County.
- Collect and review timekeeping information and verify proper use of paid time and paid leave.
- Enters, maintains, and processes information in the payroll system.
- Manage and calculate tax deductions, KPERS, benefits deductions and pay disbursement.
- Manage stipend and pay reimbursement processes.
- Balance insurance vendor payments to enrollment; assist HR Manager with corrections.
- Ensures compliance with Riley County pay policy.
- Enters pay data.
- Processes payroll bi-weekly.
- Assist department heads in updating timecard information appropriately and timely.
- Calculate unemployment and severance leave payments.
- Assists the Human Resources Manager in managing employee compensation.
- Verify garnishment management with Human Resources Manager.
- Scans P-Card statements and receipts.
- Review A/P prior to final posting date.
- Reconcile payroll and A/P payments to the general ledger.
- Record and post daily receipts and disbursements for the County.
- Balance to Treasurer's daily cash statement by maintaining pay register.
- Enter Motor Vehicle, A/P, and Jury checks in financial software.
- Updates records with changes in employee deductions, exemptions, benefits, job title or pay.
- Resolve pay-related discrepancies, working with the HR Manager and Admin Analyst-A/P.
- Assists employees with timekeeping and pay questions.
- Keeps employee information confidential and protected.

Secondary Functions:

- Prepare summary reports of earnings, taxes, deductions, payroll totals and wages.
- Assists HR Manager with leave request processing.
- Processes payroll and benefit-related vendor invoices and issues appropriate payment.
- Assist Human Resources Director to update and implement pay policy and processes.
- Assist Human Resources Director to determine payroll liability for budget purpose, including social security, unemployment, workers compensation, etc.
- Work with HR Manager to input year-end payroll changes.
- Provide customer service back up for taxes, city and county specials, intangibles, etc.

- Act as a backup for A/P process.
- Act as a backup managing W9 process.
- Perform other duties as assigned.

POSITION REQUIREMENTS:

Education: Associate degree required in business administration, accounting, finance, or related field. 2 years data entry experience preferred. 2 years' payroll related experience preferred. Experience working with the public required. Technology experience required.

Experience: Knowledge of Microsoft office and experience working with the public. Knowledge of general accounting principles. Experience in data collection, entry, and reporting with attention to detail. Experience with Paylocity preferred.

Skills: Ability to analyze pay data. Computer skills including Microsoft Office preferred, emphasis in Excel. Ability to meet deadlines. Great attention to detail required. Ability to effectively manage multiple priorities while maintaining attention to detail. Communication skills, both written and verbal, required. Ability to excel in math and numerical calculations. Appropriate combination of experience and education will be considered in lieu of the above requirements.

Work Environment: The work environment represents those required to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to a normal noise level.

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

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

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

Submitted by Ashley Martinek on 11/28/2023 at 02:14 PM

Internal Position Details (not displayed on job posting)

Company Riley County, KS	Position Template Payroll Clerk [PAYROLLCK]	Work Location Office Building
Job ID 2091842	Salary \$22.21-\$25.11	Supervisor Position No
Pay Grade RANGE 8 [RANGE 8]	EEO Class Administrative Support Workers [5]	Workers Compensation 8810 [8810]
Cost Center 1 County General [1]	Cost Center 2 Clerk [2]	Cost Center 3 --
1 Job Slot PAYROLL-1		

Supervisor: Brittany Phillips

Department Head: Rich Vargo

☒ No changes to Position or Budget

☒ Position Description attached

Total annual hours: 2080

☒ Budgeted

☒ New or updated position description

☐ New request for budget (details attached)

Salary: \$52,228.80

Budget for Benefits: \$20,630.38

Total proposed annual budget: \$72,859.18

Additional Position Comments: _____

BoCC Chairwoman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: Payroll Clerk PAF (14319 : Request to Fill Payroll Clerk Position)