



**Board of Riley County
Commissioners
Regular Meeting
Agenda
December 02, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Strategic Planning Shockey Consultants - contract agreement addendum
4. Kitten Creek Road Culvert Replacement Project No. N.5-22.5
5. Out of State Travel Request/Authorization to evaluate used fire trucks
6. Sign Riley County Employee Action Form(s)

Review Minutes

7. Board of Riley County Commissioners - Regular Meeting - Nov 25, 2024 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
11. Pending County Projects County Counselor

9:20 AM

Elizabeth Ward, Human Resources Director

12. Request to Apply: Supporting Primary Prevention and a Shared Risk and Protective Factor Approach for Injury and Violence Prevention through Safe Sleep Community Baby Showers Grant

9:30 AM

Press Conference

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

9:35 AM

Cory Meyer, IT/GIS Director

14. CivicClerk Purchase to replace MinuteTraq

10:00 AM

Elizabeth Ward, Human Resources Director

15. Pay scale and Salary Resolutions

Adjournment

Announcements

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

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

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

PLANNING & DEVELOPMENT
Contract > \$10K

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: December 2, 2024

SUBJECT: Strategic Planning Shockey Consultants - contract agreement addendum

PRESENTER: Amanda Webb, Planning Director

BACKGROUND

The BOCC approved Shockey Consultant's contract for strategic planning services on July 22, 2024. The original contract is included to show the scope of work and dollar amount.

DISCUSSION

After the contract was signed and the process begun, Shockey Consultants suggested, and the BOCC was in support of, adding a building/facility tour to the process. This tour occurred on September 20, 2024 and was well appreciated by all involved and incorporated into discussions and plan outcomes.

An addendum has been prepared showing the addition of this item - along with the associated tasks - and the updated cost for services.

FISCAL IMPACT

The original contract amount was for \$22,200. With the addition of the building/facility tour cost of \$4,890, the new contract amount is for \$27,090. All costs for services will come from CIP.

RECOMMENDATION

It is recommended the chairman sign the Shockey Consultant contract addendum.

POSSIBLE MOTION(S)

Move to approve the chairman signing the Shockey Consultant contract addendum.

Enclosures:

- Shockey_Riley County Signed Contract Agreement (PDF)
- 2024_RileyCounty_StrategicPlanning_Addendum(PDF)

**CLIENT: Riley County, Kansas
CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is made on July 10, 2024 by and between Riley County, Kansas [hereinafter "Client"], and Shockey Consulting Services, LLC, [hereinafter "Consultant"]. Client intends to contract with consultant to Planning Facilitator [hereinafter "Project"].

Client hereby contracts with consultant for the furnishing of professional services in connection with said Project, for the furnishing of such consulting services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to Client that Consultant is professionally qualified to do this Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"Client" means Riley County, Kansas

"Consultant" means Shockey Consulting Services, LLC.

"Consulting Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, presentation materials, written materials.

"Consulting Services" means the professional services, labor, materials, supplies, and other acts or duties required of Consultant under this Agreement together with such other services as Client may require pursuant to the terms of this Agreement.

"Project" is as above described.

"Project Representative" means the person designated to represent Client in coordinating this Project with Consultant with authority to transmit instructions and define policies and decisions of Client.

SECTION II - PAYMENT

A. COMPENSATION.

1 Maximum Total Fee and Expense: Client agrees to pay Consultant a fee-based pricing for tasks outlined in Exhibit B, Scope of Work. This fee is based on the scope of services outlined in this Agreement and is projected to be completed on or before October 31st, 2025.

2. Hourly Fee: Any additional services which are not set forth in this Agreement will be charged based on the hourly rate schedule attached hereto as Exhibit "A". No additional service fees shall be incurred without prior written consent of Client.
3. Reimbursable Expenses: **Reimbursable expenses shall be considered as included in the total maximum fee.** The Client agrees to pay reimbursable expenses including expense of transportation in connection with the Project; expenses in connection with authorized travel; long-distance communications; expenses of printing and reproductions, postage; expenses of maps, renderings and models requested by Client and other costs as authorized by Client. Reimbursable expenses do not include overhead costs or additional insurance premiums. Expenses will be billed at cost and not marked up.
4. Billing: Consultant shall bill Client monthly for all services and reimbursable expenses. The bill submitted by the consultant shall itemize the services and reimbursable expenses for which payment is requested. Client agrees to pay Consultant within thirty (30) days of approval. Consultant agrees to submit herewith such financial information as shall be required by Client.
5. Client's Right to Withhold Payment: In the event Client becomes credibly informed that any representations of consultant provided in its monthly billing, are wholly or partially inaccurate, Client may withhold payment of sums then or in the future otherwise due to consultant until the inaccuracy and the cause thereof, is corrected to Client's reasonable satisfaction. In the event Client questions some element of an invoice, that fact shall be made known to the Consultant immediately. Consultant will help effect resolution and transmit a revised invoice if necessary. Amounts not questioned by Client shall be paid to consultant in accordance with the contract payment procedures. Failure of Client to make non-disputed payments to consultant in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
6. Time is of the Essence: Consultant will perform the services in a timely manner; however, if during their performance, for reasons beyond the control of consultant, protracted delays occur, the parties agree that they will renegotiate the schedule.
7. Change in Scope: For substantial modifications in authorized project scope, and/or substantial modifications of drawings and/or specifications previously accepted by Client, when requested by Client and through no fault of Consultant, Consultant shall be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per Exhibit "A". Provided, however, that any increase in Contract Price or Contract Time must be approved through a written Change Order. Consultant shall correct or revise any errors or deficiencies in the Project without additional compensation when due to Consultant's negligence.
8. Additional Services: Consultant shall provide Client's concurrence services in addition to those listed in Section III when such services are requested or authorized in writing by Client. Prior to entering into any additional services, the Consultant must

submit a proposal outlining the additional services to be provided, estimation of total hours and a maximum fee based upon the hourly fee schedule attached hereto as Exhibit "A". Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services and services performed on an hourly basis shall be made available to Client if so requested in writing. Production of these records shall be made at the Consultant's office during normal business hours within a reasonable time at a date and time mutually convenient to both parties.

9. Change Orders: This Agreement may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by either written amendment or by change order. The Contract Price and Contract Time may only be changed by a written change order approved by Client unless it is the result of an emergency in which case the Project Representative may give written approval to be followed by a written and approved change order. If notice of any change affecting the general scope of the work or provisions of this Agreement, including but not limited to, Contract Price or Contract Time, is a requirement of any insurance policy held by consultant as a requirement of this Agreement, the giving of such notice shall be Consultant's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies as herein provided and which are required for the completion of the Project which services shall include:

A. SERVICES

The services to be provided are set out in Exhibit "B" attached hereto and incorporated by reference.

B. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of the Agreement, the parties anticipate that the Sheila Shockey will perform as the principal on this project. As principal on this project, this person shall have authority to bind Consultant. The project manager for the project is: Molly Saunders. They will have primary communication with client project representative. All billing and contracting issues should be discussed with the consultant principal.
2. Independent Contractor: Consultant is an independent contractor and as such is not an agent or employee of Client.
3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of

this Project. Consultant shall not be paid extra by Client if its appearance is to defend its professional services. If Consultant is requested in writing by Client to appear as a general witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as Exhibit "A".

4. Subcontracting of Service: Consultant shall not subcontract or assign any of the consulting services to be performed under this Agreement without first obtaining the written approval of Client regarding the work to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the project. Such approval shall not unreasonably be withheld by Client. Neither Client nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

5. Professional Responsibility: Consultant will exercise reasonable skill, care and diligence in the performance of its services as is ordinarily possessed and exercised by a professional consultant in the same community under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from Client the professional services necessary to correct errors and omissions which are caused by Consultant's failure to comply with the above standard.

SECTION IV. CLIENT RESPONSIBILITIES

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Communication: Client shall provide to consultant information and criteria regarding Client's requirements for the project; examine and timely respond to questions and submissions; and give written notice to consultant if the Client observes or otherwise becomes aware of any defect in the work.
2. Program and Budget: Client shall provide full information, including a program which shall set forth Client's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary information.
3. Access: If necessary, Client will provide access for consultant to enter public and private property provided adequate notice of such need is provided to Client.
4. Duties: Client shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit "B" as Client's responsibility.
5. Project Representative: Client shall designate Amanda Webb as the project representative to represent Client in coordinating this project with consultant, with authority to transmit instructions and define policies and decisions of Client. Written consent shall be required to approve any increase in Project cost.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: Client reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of consultant, by providing ten (10) days written notice of such termination to consultant. Upon receipt of such notice from Client, Consultant shall, at Client's option as contained in the notice: (1) immediately cease all work; or (2) meet with Client and, subject to Client's approval, determine what work shall be required of consultant to bring the Project to a reasonable termination in accordance with the request of Client. Consultant shall also provide to Client copies of all documents completed or partially completed at the date of termination.

If Client defaults on its obligation under this Agreement, Consultant is entitled to terminate this contract by providing ten (10) days written notice.

2. Compensation for Convenience Termination: If Client shall terminate for its convenience as herein provided, Client shall compensate Consultant for all work completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

3. Compensation for Default Termination: If Client shall terminate for cause or default on the part of Consultant, Client shall compensate Consultant for the reasonable cost of work completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The client also retains all its rights and remedies against consultant including but not limited to its rights to sue for damages, interest and attorney fees.

4. Incomplete Documents: Neither the Consultant nor its subcontractors shall be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, Consultant having been deprived of the opportunity to complete such documents and certify them.

B. DISPUTE RESOLUTION

Client and Consultant agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Consultant, the Project or this Agreement (hereinafter collectively referred to as "Disputes"). Therefore, Client and Consultant agree that all Disputes arising out of this Agreement or related to the services provided under this Agreement shall be resolved by mediation.

1. Any mediation shall take place in Johnson County, Kansas.
2. The prevailing party in any mediation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

C. OWNERSHIP OF DOCUMENTS

All documents prepared in connection with this Project shall be the property of consultant, whether the project for which they are made is executed or not, however, Consultant will provide Client a copy of all final documents, including but not limited to prints and reproductions. Reports, plans, written materials, and related documents are Consultant's instruments. Provided that the Consultant is paid in full for its services, then Client may subsequently reuse these final documents without any additional compensation or agreement of consultant. The consultant may use the materials delivered for the purpose of marketing their services to other clients.

D. INSURANCE

The CONSULTANT shall maintain the following minimum insurance at CONSULTANTS sole cost to protect against claims arising out of the services performed under this AGREEMENT.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 per Accident
Commercial General Liability	
Bodily Injury (including death)	\$2,000,000 Combined Single Limit
and Property Damage	\$4,000,000 annual aggregate

This policy shall be endorsed to include contractual liability coverage.

Commercial Automobile Liability	
Bodily Injury (including death)	\$1,000,000 Combined Single Limit
and Property Damage	

This policy shall include all vehicles used in connection with the AGREEMENT whether owned, unowned, or hired.

Professional Liability	\$1,000,000 per claim and annual aggregate
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This insurance shall be maintained for a period of five (5) years after completion of all services by CONSULTANT.

Policies providing the insurance specified under subsection D shall be endorsed to include CLIENT as additional insured, and all policies shall include a provision restricting the right of the insurer to cancel or change such coverage except upon thirty (30) days' written notice to CLIENT. Certificates evidencing the coverage above shall

be delivered to the CLIENT prior to performing any services under this AGREEMENT and CLIENT's receipt of proper certificates of insurance shall be a condition precedent to CONSULTANT'S right to receive payment hereunder.

Consultant shall purchase and maintain in a company or companies authorized to do business in the State of Kansas such insurance as described in the agreement. Consultant agrees to maintain policies of insurance as required herein for as long as this Agreement is in force and effect, and as to the professional liability policy, if any, for a period of five (5) year(s) following the Date of Substantial Completion of the Project. Consultant's obligation to maintain the professional liability policy for five (5) years following the Date of Substantial Completion is subject to the general availability of such professional liability insurance policy in the marketplace, with no commercially unreasonable increase in premium, therefore. With respect to all of the insurance required by this Agreement, Consultant shall deliver to Client certificates of insurance, in a form and substance reasonably acceptable to Client within ten (10) days after execution of this Agreement.

With respect to the insurance coverages which are required to remain in force after the Date of Substantial Completion, a certificate of insurance evidencing continuation of such coverage shall be submitted along with the Consultant's invoice for its last payment under the terms of this Agreement, and at least annually thereafter where applicable. The certificates of insurance, as well as insurance policies required by this Agreement, shall contain a provision that coverage will not be materially changed, materially altered, cancelled, or allowed to expire until at least 30 days' prior written notice has been given to Client.

E. INDEMNIFICATION

For purposes of this Agreement, Consultant hereby agrees to indemnify and hold harmless Client, its employees, and agents from any and all loss where loss is caused or incurred in whole or in part as a result of the negligence or other actionable fault of consultant, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees. Consultant's obligation hereunder shall not include amounts attributable to the fault or negligence of Client or any third party for whom Consultant is not responsible.

F. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

G. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

H. COMPLIANCE WITH LAWS

Consultant shall abide by all applicable federal, state, and local laws, ordinances and regulations applicable to the work. Consultant shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of his obligations under this Agreement.

I. TITLES, SUBHEADS AND CAPITALIZATION

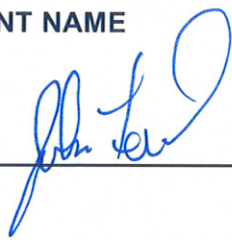
Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Contract but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

J. SEVERABILITY CLAUSE

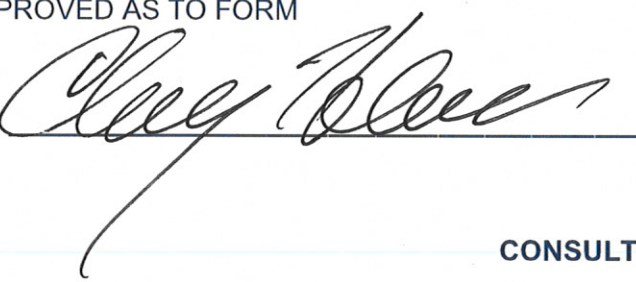
Should any provision of this Contract be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Contract shall be unaffected thereby and shall continue to be valid and enforceable.

K. EXECUTION OF CONTRACT

The parties hereto have caused the Agreement to be executed this 22nd day of July, 2024.

CLIENT NAMEBy: _____

APPROVED AS TO FORM

By: _____**CONSULTANT**Shockey Consulting Services, LLCBy: _____

Sheila Shockey, President

EXHIBIT A HOURLY RATES FOR ADDITIONAL SERVICES

Additional work outside of the tasks defined in Exhibit B, Scope of Work will be billed on an hourly basis by consultant classification as follows:

Hourly Rate Schedule

Principal	\$230/hour
Consultant V	\$210/hour
Consultant IV	\$175/hour
Consultant III	\$150/hour
Consultant II	\$125/hour
Consultant I	\$90/hour
Administrative	\$75/hour

REIMBURSABLE EXPENSES

Reimbursable expenses shall be considered as included in the total maximum fee.
Reimbursable will be reimbursed per Section II, Sub-section A, Part 3 of this agreement.

EXHIBIT B SCOPE OF SERVICES & FEES BY TASK

Shockey Consulting Services shall provide the following services.

SCOPE AND FEE PROPOSAL

Consulting Services Fee:

Project Kickoff and Management	\$815
Stakeholder Engagement: Pre-retreat interviews and surveys to gather input.	\$2,200
Facilitation of Strategic Planning Retreat: Full-day retreat with key county stakeholders.	\$6,735
Implementation Support: Guidance on the implementation of strategic goals.	\$1,950
Plan/Report/Document: Final deliverable. To include public facility impact analysis.	\$3,750
Annual Review Participation: Support for the first annual review and adjustment process.	\$4,250
Reimbursable Expenses and Travel	\$2,500
TOTAL	\$22,200

Addendum Number: 01

Contract Title: Strategic Planning Agreement

Effective Date of Addendum: 11/21/2024

This **Addendum** to the above-referenced Agreement is entered into by and between **Riley County, Kansas** (hereinafter referred to as “Client”) and **Shockey Consulting, LLC** (hereinafter referred to as “Consultant”). Each party agrees to the modifications listed below.

Purpose of Addendum:

The purpose of this Addendum is to increase compensation with an additional scope of work. All other terms and conditions of the original Agreement shall remain unchanged.

Addendum to Include Additional Task and Price:

1. Additional Scope of Work:

- Building Tour including
 - 1. Planning and preparation
 - 2. Creating and reviewing materials
 - 3. Building Tour
 - 4. Assessment Results

2. Additional Costs:

- Building Tour: **\$4,890**

3. Revised Total Amount:

- **Original Agreement Amount:** \$22,200
 - **Addendum 01:** \$4,890
 - **New Total Amount:** \$27,090
-

Signatures

Riley County, Kansas

Signature: _____

Name: _____

Title: _____

Date: _____

Shockey Consulting, LLC

Signature: _____

Name: Sheila Shockey

Title: President

Date: _____

PUBLIC WORKS
Contract

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

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II

MEETING: December 2, 2024

SUBJECT: Kitten Creek Road Culvert Replacement Project No. N.5-22.5

PRESENTER: Evan McMillan, Assistant Public Works Director

On November 7, 2024, during the regularly scheduled Board of County Commissioners meeting, Riley County Commissioners accepted the Bid from Reece Construction Co., Inc. for the above mentioned project. Attached for your approval is the contract with Reece Construction Co., Inc. for the Kitten Creek Road Culvert Replacement Project No. N.5-22.5 in the amount of \$190,979.78, estimated project completion in 45 working days. The starting date for this project is December 3, 2024.

This is a sales tax funded project.

POSSIBLE MOTION(S)

Move to sign and approve the contract from Reece Construction Co., Inc., in the amount of \$190,979.78.

Enclosures:

- Attorney-in-Fact Reece Kitten Creek (PDF)
- Acord Form Reece (PDF)
- REECE signed contract and bonds (PDF)



11/14/2024

Riley County Kansas
6215 Tuttle Creek Blvd
Manhattan, KS 66503

RE:	Contractor:	Reece Construction Co., Inc.
	Bond No:	K4198269A
	Contract Price:	\$190,979.78
	Project:	Riley County Kansas N.5-22.5, Kitten Creek Road Culvert Replacement

Enclosed please find three (3) originals of the Performance Bonds, four (4) originals of the Statutory Bonds and Powers of Attorney issued in conjunction with the referenced. The Bonds and accompanying Powers of Attorney are "undated" because the Contract has not yet been dated.

This letter serves as your authority to insert the appropriate dates once the contracts have been executed. Please note the date of the bonds and powers of attorney must be on or after the date of the contract in order for the bonds to become effective. The bond is not valid if it is dated prior to the contract date.

Once the bonds have been signed and dated, please let me know the contract date so that I can mark my records and advise the surety underwriter.

Sincerely,
Pacific Indemnity Company

C. LaVonne Engeman
Attorney-in-Fact

Attachment: Attorney-in-Fact Reece Kitten Creek (15190 : Contract- Kitten Creek Road Culvert Replacement)



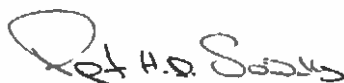
Power of Attorney

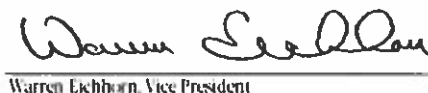
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint C. LaVonne Engeman, Thomas M. English, Dalton Joyce, J. Douglas Joyce, Susan E. Miranda, Linda L. Nutt, Royce Azarvand-Robinson, Michael L. Swift and Eric Van Buskirk of Kansas City, Missouri-----

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 10th day of September 2024.


Rupert H.D. Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS

On this 10th day of September, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



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


Notary Public

CERTIFICATION

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

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

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

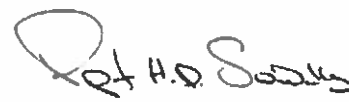
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority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

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **November 14, 2024**




Rupert HD Swindells, Assistant Secretary

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2024

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

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

PRODUCER RSC Insurance Brokerage, Inc. P.O. Box 419013 Kansas City MO 64105	CONTACT NAME: Jen Pellegrino PHONE (A/C, No, Ext): 816-842-4800 FAX (A/C, No): 816-472-5018 E-MAIL ADDRESS: jpellegrino@thomasmcgee.com														
INSURED Reece Construction Co. Inc. P.O. Box 3227 Salina KS 67402	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : MIDWEST BUILDERS' CASUALTY MUTUAL</td> <td>13126</td> </tr> <tr> <td>INSURER D : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER E : Westfield Specialty Insurance Company</td> <td>16992</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : MIDWEST BUILDERS' CASUALTY MUTUAL	13126	INSURER D : Travelers Indemnity Company	25658	INSURER E : Westfield Specialty Insurance Company	16992	INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:** 74460006**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 ☒ PROJECT ☐ LOC OTHER:	Y	Y	DT-CO-0P876413-COF-23	12/1/2023	12/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	\$																				
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	810-0P902994-23-26-G	12/1/2023	12/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	CUP-0P923130-23-26 XSL-375497Y-00	12/1/2023 12/1/2023	12/1/2024 12/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
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	\$																				
C	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	N/A	WC100-0000476-2023A	12/1/2023	12/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTHER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr> </table>	☒ 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						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

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

Re: Kitten Creek Culvert Replacement N.5-22.5

The Riley County Board of County Commissioners and Riley County, Kansas are included as additional insureds when required by written contract. Waiver of subrogation applies when required by written contract and as allowed by law.

CERTIFICATE HOLDER**CANCELLATION**

Riley County, Kansas Public Works 6215 Tuttle Creek Blvd Manhattan KS 66503	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 _____ <i>Riley County Board of Commissioners</i>
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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

Packet Pg. 21

Attachment: Acord Form Reece (15190 : Contract- Kitten Creek Road Culvert Replacement)

CONTRACT AGREEMENT

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

WITNESSETH:

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

Kitten Creek Road Culvert Replacement Project No. N.5-22.5

In accordance with the drawings, specifications, and other contract documents prepared by Olsson Associates, and

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

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

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

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

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

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

Attachment: REECE signed contract and bonds (15190 : Contract- Kitten Creek Road Culvert Replacement)

b. Addenda to contract documents as follow:

ADDENDUM NO.	DATE
<u>1</u>	<u>10/03/2024</u>
<u>2</u>	<u>10/23/2024</u>

c. Legal and procedural documents.

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

d. Detailed specification requirements.

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

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

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

g. Bonds.

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

h. Owner's "Contractual Provisions Attachment"

ARTICLE III. The Contractor shall start work on or within ten days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract or on a subsequent date designated and authorized by the Owner in said order and the Contractor shall complete said work within **45 working days** as stated in his proposal.

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

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

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

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

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

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

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

ARTICLE VIII. The Owner shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as compensation therefore, the unit bid prices stipulated in the Proposal attached hereto for the various items of work in accordance with the provisions of the contract documents. The total contract price shall be determined on the basis of the actual quantities of work performed and materials furnished as authorized and determined in accordance with the provisions of the contract documents. The total bid price, determined on the basis of approximate quantities listed in the above mentioned Schedule of Bid Prices is in the amount of **one hundred ninety thousand nine hundred seventy-nine dollars and seventy-eight cents (\$190,979.78)**.

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

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

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

- a. Workers' Compensation and employer's liability insurance as required by the State of Kansas.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on site and off site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the contractor or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- d. Owner will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverage identified in items "b" and "c", and Contractor waives subrogation against Owner as to said policies.
- e. Contractor shall file (3) copies of certificates of aforementioned insurances with Owner through Engineer.

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

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

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

John Ford, Chairperson

CONTRACTOR

By *Marjorie Perot*

President

Title

Address *1240 W. North St.
Salina, KS 67402*

ATTEST: County Clerk

* * * * *

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

County Counselor

Attachment: REECE signed contract and bonds (15190 : Contract- Kitten Creek Road Culvert Replacement)

Bond No. K4198269A

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

that the Contractor Reece Construction Co., Inc. of Salina, Kansas, as principal, and as surety Pacific Indemnity Company

a corporation authorized under the laws of the State of DE

with general offices in Whitehouse, NJ

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

Riley County, Kansas as Owner, in the penal sum of **one hundred and ninety thousand nine hundred seventy nine dollars and seventy-eight cents (\$190,979.78).**

lawful money of the United States, for the payments of which sum well and truly to be made, said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

Kitten Creek Road Culvert Replacement Project No. N.5-22.5

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

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

Attachment: REECE signed contract and bonds (15190 : Contract- Kitten Creek Road Culvert Replacement)

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

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

Reece Construction Co., Inc.

Principal

Marumell



Pacific Indemnity Company

Surety

C. LaVonne Engeman

Attorney-in-fact

C. LaVonne Engeman,
Attorney-in-Fact & Kansas Licensed Agent

Surety Phone NO. 215-640-1000

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

Attachment: REECE signed contract and bonds (15190 : Contract- Kitten Creek Road Culvert Replacement)

Bond No. K4198269A

STATUTORY BOND

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

that the Contractor **Reece Construction Co., Inc.**, as principal, and as surety
Pacific Indemnity Company a corporation authorized under the laws of the
 State of DE with general offices in Whitehouse, NJ and authorized
 to transact business in the State of Kansas are held and firmly bound unto the State of Kansas in
 the penal sum of **one hundred and ninety thousand nine hundred seventy nine dollars and**
seventy-eight cents (\$190,979.78). lawful money of the United States, for the payment of which
 sum well and truly to be made, said principal and surety bind themselves, their heirs,
 administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

**Kitten Creek Road Culvert Replacement
 Project No. N.5-22.5**

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

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

Attachment: REECE signed contract and bonds (15190 : Contract- Kitten Creek Road Culvert Replacement)

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

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

Reece Construction Co., Inc.

Principal

Marionell Pope



Pacific Indemnity Company

Surety

C. LaVonne Engeman

Attorney-in-fact

C. LaVonne Engeman,

Attorney-in-Fact & Kansas Licensed Agent

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

Surety Phone NO. 215-640-1000

CHUBB**Power of Attorney**

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint C. LaVonne Engeman, Thomas M. English, Dalton Joyce, J. Douglas Joyce, Susan E. Miranda, Linda L. Nutt, Royce Azarvand-Robinson, Michael L. Swift and Eric Van Buskirk of Kansas City, Missouri-----

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 10th day of September 2024.

Rupert H.D. Swindells
Rupert H.D. Swindells, Assistant Secretary



Warren Eichhorn
Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 10th day of September, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



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

Albert Contursi
Notary Public

CERTIFICATION

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

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

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

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

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

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

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



Rupert H.D. Swindells
Rupert HD Swindells, Assistant Secretary

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

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

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

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated [Click here to enter a date](#).

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1 **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
 - 3.2 **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any Contract for a term of one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.
5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with its Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of

Attachment: REECE signed contract and bonds (15190 : Contract- Kitten Creek Road Culvert Replacement)

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

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

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

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

- 7.1 Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- 7.2 In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 7.3 If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 7.4 If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 7.5 Contractor shall include the provisions of paragraphs 7.1 through 7.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 7.6 Parties to the contract understand that this paragraph number 7 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

8. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
9. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
10. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
11. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
12. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
13. **INSURANCE PROVIDED BY CONTRACTOR.** Contractor shall maintain in full force and effect during the term of the Contract the insurance policies and coverages listed in the Contract, which policies shall be issued by a responsible carrier selected by Contractor. Contractor shall deliver to County, upon reasonable request, Certificates of Insurance evidencing such coverages. Minimum limits for coverage are as follows:
- General Liability Insurance \$500,000 per occurrence
 - Workers Compensation Per State Statutes
 - Employers Liability \$100,000 Bodily Injury By Accident
 - \$500,000 Bodily Injury By Disease
 - \$100,000 Bodily Injury by Disease each employee
 - Business Auto (Owned & Non-Owned) \$500,000 Combined single limit per occurrence
 - Property/Contents Contractor agrees to maintain fire and extended coverage on all property, real or personal, belonging to Contractor.

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

14. **TERM AND TERMINATION.**

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

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

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

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

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

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

16. **PERSONNEL.**

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

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

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

17. PROHIBITION OF CONFLICTS OF INTEREST.

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

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

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

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

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

20. RECORDS, REPORTS AND INSPECTION.

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

A. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any

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

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

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

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

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

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

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

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

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

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

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

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

County**Contractor**

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
John Ford, Chairperson

By: Marumell Forst

Date

11/18/24
Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____

Riley County Counselor

Date: _____

Attachment: REECE signed contract and bonds (15190 : Contract- Kitten Creek Road Culvert Replacement)

**EMERGENCY
MANAGEMENT/FIRE**
Travel Request

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

COMMISSION AGENDA REPORT

FROM: Russel Stukey Fire Chief

MEETING: December 2, 2024

SUBJECT: Out of State Travel Request/Authorization to evaluate used fire trucks

PRESENTER: Doug Russell

FISCAL IMPACT

The estimated cost of travel is \$1,394. This is for 3, one way plane tickets, one hotel room, 2 days of meals and two rental cars. We have the money in the RCFD #1 to pay for the travel.

POSSIBLE MOTION(S)

Move to approve travel request for Fire Chief Russel Stukey to evaluate two used fire trucks for possible purchase.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- travel authorization (PDF)

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Russel Stukey DEPARTMENT: FirePOSITION TITLE: Fire Chief DATE REQUESTED _____FUND: 183Travel From: MHK Date: Dec. 9thTravel To: Clayton, Delaware & Toron to Canada Date: Dec. 10thPurpose of Travel: Evaluate used fire trucks.Mode of Travel: Common Carrier ☒ Riley County Vehicle ☐ Privately Owned Vehicle ☐☐ Administratively determined to be to the advantage of Riley County☐ Not to exceed the cost of common carrier including food and lodging
Mileage rate of _____**ESTIMATED COST:**

Type of Expense	Description	Amount
Transportation	3 one way flights	\$965 ⁰⁰
Lodging	1 night	\$126 ⁰⁰
Meals	2 Days @ \$63	\$126 ⁰⁰
Registration/Fees		
Other	Rental car x 2	\$135 ⁰⁰

Total Estimated Travel Costs: \$1352⁰⁰Requested by: Russel Stukey Date: 11-26-24

Approved by: _____

Department Head: Russel Stukey Date: 11-26-24

Chair: _____ Date: _____

Board of County Commissioners

Attest: _____ Date: _____

Riley County Clerk

cc: Department Head
Department Assistant

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: December 2, 2024
SUBJECT: Sign Riley County Employee Action Form(s)
PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2024-11 Election DDogan EAF (DOCX)
- 2024-11 Election AMorgan EAF (DOCX)
- 2024-11 EMS JSchrader EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Duru Dogan**Status Change Date:** 11/21/2024**Status Change:** Separation**Date of Hire:** 08/21/2024**Seniority:** 0 Year(s), 3 Month(s)**Position:** Election Assistant**Position Type:** TASND**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$15.00**Annualized Pay:** \$15,000.00**Funds Codes:** 1- General/19- Election**Supervisor:** Anita Cook**Department Head:** Richard Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-11 Election DDogan EAF (15199 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Addison Morgan**Status Change Date:** 10/28/2024**Status Change:** Separation**Date of Hire:** 02/28/2024**Seniority:** 0 Year(s), 8 Month(s)**Position:** Elections Clerical Assistant**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$15.00**Annualized Pay:** \$15,000.00**Funds Codes:** 1- General/19- Elections**Supervisor:** Susan Boller**Department Head:** Richard Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-11 Election AMorgan EAF (15199 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Jack Schrader**Status Change Date:** 11/26/2024**Status Change:** New Hire**Date of Hire:** 12/02/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** EMT**Position Type:** EMS Full Time**Pay Range:** AEMT**Pay Type:** Hourly**Base Rate:** \$18.69**Annualized Pay:** \$69,153.00**Funds Codes:** 1- General/20- EMS, Ambulance**Supervisor:** Joshua Gering**Department Head:** David Adams

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-11 EMS JSchrader EAF (15199 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
December 09, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Discuss Good Morning Manhattan

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

2. Year to date budget and expenditure reports

9:15 AM

Russel Stukey, Emergency Management Director

3. Staff update

9:30 AM

Press Conference

9:35 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

9:55 AM

Brittany Phillips, Budget and Finance Officer

5. Amend the budget

10:10 AM

John Ellermann, Public Works Director/County Engineer

6. Project update

10:25 AM

Katharine Hensler, Museum Director

7. Staff update

Attachment: 12-09-24 tentative agenda (14254 : Tentative Agenda)

- 10:40 AM Board of County Commissioners**
8. Law Board Member interview with Gary Olds
- 11:00 AM Board of County Commissioners**
9. Law Board Member interview with Mickey Tener
- 11:20 AM Board of County Commissioners**
10. Law Board Member interview
- 11:40 AM Board of County Commissioners**
11. Law Board Member interview
- 1:00 PM Executive Sessions to discuss department head evaluations**
12. 1:00 Michael Boller, Noxious Weed/HHW Director
13. 1:30 Diane Creek, Health Department Director
14. 1:55 Cory Meyer, IT/GIS Director
15. 2:30 John Ellermann, Public Works Director/County Engineer
16. 2:55 Katharine Hensler, Museum Director

Adjournment

Announcements

Riley County Planning Board/Board of Zoning Appeals meeting will be held tonight at 7:30 p.m. in the Commission Chambers, Courthouse Plaza East Building, 115 N. 4th Street.

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: 12-09-24 tentative agenda (14254 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
December 12, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Discuss Joint City/County/County Meeting
2. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:20 AM

Cory Meyer, IT/GIS Director

4. IT/GIS update

9:30 AM

Shilo Heger, Treasurer

5. Monthly Revenue Reports

9:45 AM

Jason Smith, Manhattan Area Chamber of Commerce

6. Economic development update

10:00 AM

Diane Creek, Health Department Director

7. Staff update
8. Safe Kids Riley County and Delta Dental Grants - Breva Spencer and Sarah Haybarker

10:50 AM

Budget and Planning Committee - Brittany Phillips, Budget and Finance

Attachment: 12-12-24 tentative agenda (14254 : Tentative Agenda)

Officer

9. Monthly Cash Flow Reports

11:00 AM**Board of County Commissioners**

10. Law Board Appointments

12:00 PM**Legislative Conference****Adjournment**

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

Attachment: 12-12-24 tentative agenda (14254 : Tentative Agenda)

**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Staff Update

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

STAFF REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: December 2, 2024

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman, Riley County Counselor

Enclosures:

- FINAL_Commission List 12.02.2024 (DOCX)

PENDING COUNTY PROJECTS ▪ June 2024 through November 25, 2024, Submitted by Clancy Holeman, Riley County Counselor

NOTE: The below lists are not intended to be a comprehensive list of all “pending” Commission or other County Department/Division projects underway. Instead, the below lists represent an ongoing “snapshot” of the current status of selected pending projects which have either consumed significant staff time or involve county issues of widespread significance. Additional entries show selected project work for individual county departments. The sequence of entries below is not intended to reflect the priority assigned to any work described. All entries more than 6 months old have been removed (with the exception of some entries when historical information may be useful). *Bold type entries are the most recent.*

COMMISSION LIST

I. Projects By Category:

American Rescue Plan: Discussion with staff about possibly engaging consultant to assist County with federal/state requirements in future use of County’s \$14M allocation of ARPA funds. Similar concept to staff’s use of consultant with prior CARES funding. Unlike CARES funding, a primary focus of ARPA funding is infrastructure. (8-31-21)

Board of Riley County Commissioners: Prepare letter of support for City of Ogden grant application. (9-13-23) Attend and participate in BOCC meetings. (9-7-23; 9-11-23) Assist in finalization of annual County financial audit. (9-14-23) Attend and participate in BOCC meeting. (10-12-23.) Work on pending litigation “I”. (10-13-23) Attend and participate in BOCC meeting (10-16-23.) Attend and participate in BOCC meetings. (10-19-23;10-23-23) Work on communication project. (10-24-23; 10-25-23.) Review contractual provisions for subsequent use. (10-25-23.) Attend and participate in BOCC meeting. (10-26-23.) Attend and participate in County/City/USD 383 meeting. (10-26-23.) Attend and participate in BOCC public meeting in City of Ogden. (10-30-23.) Attend and participate in BOCC meeting. (11-2-23.) Prepare for late arrival to BOCC meeting on November 6, 2023. (11-5-23.) Work on Fire District project. (11-7-23) Attend and participate in BOCC meetings. (11-9-23; 11-13-23) Attend and participate in BOCC meeting. (12-28-23) (Work on fence view issue. (1-2-24) Review agenda and prepare for 1-4-24 BOCC meeting. (1-3-24) Attend and participate in BOCC meeting. (1-4-24) Prepare for 1-8-24 BOCC meeting. (1-5-24) Work on fence view issue. (1-5-24) Attend and participate in BOCC public meetings. (1-8-24; 1-11-24) Review project contract. (1-11-24) Work on fence view. (1-14-24; 1-15-24; 1-16-24; 1-17-24) Work on Fence view. (1-18-24; 1-19-24; 1-20-24;1-21-24;1-22-24) Work on letter of support for WTC. (1-19-24; 1-20-24) Attend and participate in BOCC meeting. (1-18-24; 1-22-24) Obtain BOCC approval of letter of support for WTC. Attend and participate in BOCC meetings. (1-25-24; 1-29-24) Draft and place on BOCC agenda support letter for City of Ogden’s grant application. (1-25-24) Work on fence view. (1-25-24; 1-26-24;1-28-24; 1-29-24; 1-30-24; 1-31-24) Attend and participate in BOCC meetings. (2-1-24;2-5-24) Obtain BOCC signature on fence view order; file with ROD; email copies of signed order to both parties (or their counsel). (2-1-24) Regular mail and email to both parties of file-stamped originals of fence view order. (2-2-24) Attend and participate in BOCC meetings. (2-12-24; 2-15-24;2-19-24) Meet with counsel for party in pending matter. (2-16-24) Attend and participate in public BOCC meetings. (2-22-24; 2-26-24) Attend and participate in BOCC meeting. (2-29-24) Attend and participate in BOCC meeting (3-7-24) Attend and participate in BOCC meetings. (3-11-24;3-14-24; 3-18-24) Attend and participate in BOCC public meetings. (3-21-24;3-25-24) Work to schedule executive session. (3-21-24) Attend and participate in BOCC Meetings. (4-4-24; 4-8-24) Attend and participate in BOCC meetings. (4-11-24; 4-15-24) Enter appearance as counsel of record in multiple pending mortgage foreclosure and probate cases to process claims for unpaid real and/or personal property taxes. (4-9-24; 4-10-24; 4-11-24; 4-12-24) Review mtg. foreclosure file and answer filed. 4-16-24) Attend and participate in BOCC public meetings. (4-22-24; 4-25-24,4-29-24) Attend and participate in BOCC public meetings. (5-2-24; 5-6-24) Attend budget presentations to BOCC of various outside agencies. (5-6-24) Work

on file documentation presented today by Jason Hilgers of City's draft plan on City's proposed CICO Park Improvements. (5-2-24) Review information for BOCC agenda item scheduled for 5-6-24. (5-3-24) Work on appropriation request analysis. (5-3-24) Attend and participate in BOCC public meetings. (5-9-24; 5-13-24. Work on analysis of appropriation issues. (5-9-24;5-12-24) Work on appropriation issue question. (5-14-24) Attend and participate in BOCC public meetings: (5-30-24; 6-3-24) Attend and participate in BOCC public meetings. (6-6-24; 6-10-24) Watch BOCC public meeting online during remote work. (6-13-24) Attend and participate in BOCC public meeting. (6-17-24) Attend and participate in BOCC public meetings. (6-20-24;6-24-24) Attend City/County/County meeting. (6-20-24) Communication on pending contractual issue. (6-21-24) Schedule executive session for Monday, July 1, 2024. (6-26-24) Attend and participate in BOCC meetings (6-27-24; 7-1-24) Attend and participate in BOCC meetings. (July 8, 2024; July 11, 2024) Attend and participate in staff working group on planned retreat. (7-9-24) Prepare for upcoming executive session. (7-8-24;7-9-24;7-10-24) Work on potential authorization for beer sales at Kaw Valley Rodeo during Riley County Fair. (7-8-24) Attend and participate in BOCC public meetings. (7-15-24;7-18-24) Confirm vendor has complied with terms of beer sales at Kaw valley Rodeo. during Riley County Fair. (7-12-24) Place indemnification agreement on BOCC agenda for review and approval by BOCC at 7-18-24 public meeting. (7-16-24) Attend and participate in BOCC public meetings. (7-22-24; 7-25-24) Discuss new potential fence view with citizen. (7-24-24) Attend and participate in BOCC public meetings. (8-1-24; 8-5-24) Attend and participate in BOCC public meetings. (8-8-24;8-12-24; 8-15-24; 8-19-24; 8-26-24;8-29-24;) Register for ARPA webinar on preparation for 12-31-24 deadlines. (8-13-24) Work on citizen application to BOCC. (8-26-24) Attend and participate in BOCC public meetings. (9-5-24; 9-9-24) Attend and participate in BOCC public meetings. (9-12-24; 9-16-24) Review probate case matter. Communicate with staff. (9-17-24) Attend and participate in BOCC meetings. (9-19-24; 9-23-24) Work on fence view. (9-23-24; 9-24-24; 9-25-24) Consult with Deputy County Counselor on draft. (9-24-24) Attend and participate in County retreat. 9-25-24) Work on fence view. Discuss with Deputy Counselor. (9-27-24) Review legal issue. (9-29-24) Work on fence view. (9-30-24;10-1-24; 10-2-24) Attend and participate in tour. (9-30-24) Attend and participate in BOCC public meetings. (9-26-24; 9-30-24) Attend and participate in BOCC public meetings. (10-3-24; 10-7-24; 10-10-24; 10-17-24) Attend and participate in fence view. (10-4-24) Work on fence view. (10-7-24; 10-8-24; 10-9-24) Attend and participate in BOCC public meeting. (10-21-24) Advise on issue. (10-21-24) Prepare for BOCC 10-28-24 public meeting. (10-25-24) Attend and participate in BOCC 10-28-24 public meeting. Work on project with Deputy County Counselors. (11-5-24) Work on immediately previous project. (11-7-24)

“Constitutional Protection of County Home Rule”:

County Jail Inmate Medical Care: Schedule staff discussion of contract development. (5-21-23) Meeting with Mark French on contract. Communication with staff working group to schedule teams meeting May 7, 2024. (5-1-24) Review material in preparation for Teams meeting. Participate in Teams meeting. Carry out assigned task. (5-7-24) Communication from team members regarding assigned task. (5-8-24) Communicate with working group and vendor. Possible resolution by Thursday, September 5th, (9-2-24; 9-3-24) Finalize contract documents working with vendor and working group. Provide final contract documents to Clerk's office for 9-5-24 BOCC public agenda. (9-3-24)

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

Administrator. (9-29-21) Obtain BOCC approval of Amendment 1 to Master Service Agreement. (9-30-21)

Delinquent Real Property Tax Sale: Legal research. Prepare documents for the next stage in the process. (4-12-24) Work to review final contract signed. (May 1, 2024) Contact IT with information on underlying purchase. (5-3-24) Attend and assist in Delinquent Real Property Tax Sale. (6-28-24) *Attend and participate in BOCC meetings. (11-14-24; 11-18-24)*

“Dark Store”:

District Court:

Federal Rules on Vaccination Mandate:

First Christian Church: Now this property is “listed” as a “historic site,” there are state law restrictions applicable whenever a “project” is undertaken involving potential repair, damage or destruction of the site or its structure (9-11-23;9-12-23;9-13-23) Work on Appeal. (9-14-23;9-15-23;9-16-23;9-17-23;9-18-23;9-19-23; 9-20-23; 10-4-23;10-5-23-10-6-23;10-7-23;10-8-23;10-10-23; 10-11-23.) Work on appeal. (10-12-23; 10-17-23; 10-18-23.) Conversation with opposing counsel and agree to extend her time to file brief. (11-3-23) Receive emailed brief from opposing counsel on appeal; following two extensions of time which opposing counsel had requested—which extensions were granted by the Court of Appeals. (1-19-24) Timely filed our brief in February 2024. Checked with Clerk of Court of Appeals—There have been no orders from Court of Appeals since, setting or denying both sides’ request for oral argument, etc. (5-2-24)

Indigent Legal Services: Attorney contracts for 2022 were created and emailed to current attorneys under contract. (11-3-21) Notice to Riley County Bar Association of at least one attorney vacancy effective January 1, 2022. (11-4-21) Proposed 2022 contracts have been provided to all current lawyers under contracts. None returned as of 11-23-21. No indigent legal service contracts are in place for the calendar year 2022. Work on various issues related to this service. (2-10-23; 2-13-23; 2-14-23; 2-15-23; 2-16-23; 2-19-23; 2-20-23; 2-21-23; 2-22-23; 2-24-23; 2-26-23; 2-27-23; 2-28-23; 3-1-23; 3-2-23; 3-3-23; 3-4-23; 3-7-23; 3-8-23) Work on various issues related to this service. Work at staff level on compensation for this service. (3-28-23) schedule next staff level discussion of compensation for this service. Discuss with Deputy Counselor compensation for this service. (3-29-23) Work on project. (6-1-23) Work on project. (6-8-23) Draw up final version of CAR; RFP; and Contract. (6-19-23; 6-20-23) Obtain BOCC approval of form RFP and Contract. (6-22-23) Finalize RFP and contract and distribute to local Bar Association membership with encouragement to apply well before August 4, 2023, deadline for proposals because they will be considered as they are submitted. (6-29-23; 6-30-23) Create documents for publication in newspaper and placement on county website for this service. (7-7-23; 7-10-23; 7-11-23; 7-12-23) Deadline for proposals to arrive in Clerk’s office 5 p.m. August 4. Work on issues related to service. (10-25-23.) Work on scheduling discussion. (6-5-24) Work on issues. (7-29-24; 8-8-24; 8-9-24;8-12-24) Continue working on project. (9-18-24). Work on same project. (9-23-24;9-24-24; 9-25-26) Work on. (9-30-24; 10-1-24; 10-2-24) Work on project. (10-10-24; 10-11-24; 10-15-24) Work on project. (10-16-24; 10-23-24) Work on project. (10-24-24;10-25-24; 10-29-24; 10-30-24) Work on project. (10-31-24; 11-6-24; 11-7-24)

Legislation: Discuss with BOCC potential annual legislative conference dates in December 2023. (10-16-23) Notify delegation members conference scheduled on the following date which worked for a majority of responding legislators: December 14, 2023, noon to 2 pm. (10-26-23) Work on agenda for legislative conference (10-27-23; 10-30-23) Work on agenda for legislative conference. (11-13-23;11-14-23;11-15-23) Work on letter of BOCC support for SB 196. Obtain BOCC signatures and email to Senate Assessment and Taxation Committee. (1-4-24;1-5-24;1-7-24;1-8-24) Prepare and submit timely lobbyist compensation report for 2023 legislative session. (1-10-24) Prepare BOCC opposition letter for HB 2036. (1-10-24) Present draft of HB 2036 opposition testimony. Re-draft to insert BOCC changes. Obtain BOCC final approval of letter.

Timely submit to senate committee secretary final version of HB 2036 BOCC opposition testimony. (1-11-24) Communicate with House delegation on BOCC testimony submitted previously to Senate Tax on SB 196 and HB 2036. (1-15-24) Communicate with contract lobbyist on HB 2468 (a bill of concern to Emergency management) (1-16-24) Communicate with member of state delegation on SB 196; HB 2036. Work on HB 2026 opposition testimony. (1-16-24) Work on HB 2036. (1-17-24) Work on SB 162. Communicate with lobbyist. (1-18-24) Work on SB 162 (1-19-24) Appear before Senate Committee on Local Government on SB 162. (1-22-24) Review SB346(upzoning/downzoning—removal of county authority). (1-25-24) Work on SB 162. (1-25-24; 1-31-24) Discuss various bills with lobbyist. (2-2-24) Discussion with another county counselor on a bill Riley County is interested in. (2-2-24) Work on SB 162. (2-2-24) Discuss SB 162 with lobbyist. (2-21-24) Communicate with contract lobbyist on HB 2599 (KORA request fees) (2-27-24) Review legislative issues remaining in session of interest to Riley County. (2-28-24) Work on SB 162 set for hearing in House Local Government committee on Monday, March 11, 2024. (3-5-24;3-6-24) Work with Deputy Counselor on contract issue. (3-6-24) Work on SB 162 hearing scheduled for March 11, 2024. (3-7-24;3-8-24) Attend and participate with Commissioner McKinley in hearing before the House Committee on Local Government in support of SB 162. (3-11-24) Communicate with contract lobbyist on SB 162. (3-12-24) Communicate with delegation member on SB 311; Discuss with County Appraiser. (3-12-24) Review House calendar status of SB 162. It is on General Orders. (3-20-24) Communication from contract lobbyist. Communicate with BOCC members regarding immediately foregoing. Attend and participate in KAC legislative policy committee zoom meeting. Present Riley County legislative requests. (8-28-24) Review HB 2754—school inspections by local health officer (11-8-24) Review HB 2754 on school inspections by local health officer. Discuss with Jay Hall, Deputy Executive Director of KAC. (11-12-24)

Leonardville North County EMS Station: Follow up call to City of Leonardville attorney. (4-11-23) Set up phone appointment with City of Leonardville Attorney—to discuss having city begin process of opening the easement as an alley for access to the site. (5-3-23) Phone discussion with City of Leonardville attorney and arrange for teams meeting next Tuesday (5-9-23) with him, Craig and me to discuss details of City legally “opening” alley to site of ambulance and performing tree trimming along that alley. (5-3-23)

National Opioid Litigation Settlement: Notice of Deadline to “opt in” to latest round of national opioid class action litigation settlements is April 18, 2023. (3-27-23) Prepare and submit CAR for BOCC 4-10-23 public meeting; with my recommendation to BOCC regarding “opt in” to latest round of national opioid class action litigation settlements—5 new defendants settling. Discuss with Assistant Attorney General managing this matter state-wide. (4-6-23) Submit electronically our “opt in” to latest round of national opioid class action settlements, as previously authorized by BOCC. Confirmation from settlement administrator that “opt in” accomplished. (4-14-23)

NG-911 Committee (Road naming): Attend and participate in committee meeting. (2-14-23)

Pawnee Mental Health: Work on project of existing de minimus lease of county owned building to agency. (10-25-24)

Proposed Construction of EMS/EM/RCFD Emergency Services Headquarters: Schedule work session for discussion of design issue related to facility. (1-27-23)

Riley County Annual Legislative Conference: Discussion with County Register of Deeds to schedule meeting week of December 5th to review documentation of long-term revenue loss to Riley County caused by legislature’s past elimination of the mortgage registration fee. (12-1-22) Work preparing for 12-12-22 legislative conference. (12-8-22; 12-11-22) Discuss legislative conference information with County Appraiser. (12-8-22) Discuss legislative conference information in meeting with County Register of Deeds. (12-9-22) Work with members of delegation; 2023 Annual Legislative Conference scheduled for Thursday, December 14th, from noon to 2 p.m., BOCC chambers. (10-23-23) Conversation with member of delegation—confirming

member will attend. (10-24-23.) Discuss options with BOCC regarding potential 2024 annual legislative conference. (7-22-24)

Riley County District Court: Discussion regarding BOCC consideration of funding potential “resolution docket” to assist with case backlog. (4-27-23) Work on project. (5-2-24)

Rural Economic Development Advisory Board:

Staff Budget and Planning Committee: Attend and participate in discussion. (11-12-24)

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

II. Projects by Department or Division:

Administrative Services/County Counselor: Work on matters related to departmental transition. (1-25-2023; 1-26-2023; 1-27-2023) Interviews of applicants for Deputy County Counselor position in transition scheduled to take place 9-29-23.-23. (3-2-23; 3-3-23) Work on Departmental transition matters. (4-28-24) Work on Departmental transition matters. (5-2-24; 5-3-24)

Riley County Appraiser’s Office: Communicate with department Head on costs associated with BOTA appeal. (12-29-23) Communicate with staff on immediately preceding issue. (1-1-24) Communicate with Appraiser on exemption application. (1-11-24) Advise Department Head on legal issues. (1-24-24) Advise Department Head on process issue. (2-29-24;3-1-24) Communicate with department head. And Deputy Counselor. (3-4-24; 3-8-24) Advise Appraiser on KORA request. (5-1-24) Communication on legal matters. (5-1-24) Communication on different legal matters. (5-1-24; 5-2-24) Assist Department Head on pending matter. (5-6-24) Communicate on legal matter. (5-14-24) Meet with and advise Department Head on BOTA decision and separate appraisal matter. (5-29-24) Communicate with staff on upcoming meeting dates for discussion. (7-5-24) Communicate with Department Head about recent appellate case victory for PVD involving 8 other counties. (9-3-24) Assist and advise Department Head with question. (9-18-24)

Riley County Attorney: Discuss legal issue. (2-1-24)

Riley County Clerk: Advise and assist on open record act issue. (9-12-23;9-13-23) Schedule meeting with staff of two departments to plan means of addressing particular type of KORA request in most fair and efficient manner to reduce, potentially, two departmental workloads. (9-13-23;9-14-23) Reschedule forgoing meeting to 10-27-23. (10-19-23) Work on contract law issue. (10-24-23) Assist with legal issue. (11-3-23;11-5-23; 11-6-23.) Approve on minute track as to form revised parking lot resolution developed by Deputy Counselor. (1-2-24) Work on autopsy record storage issue. (2-2-24) *Prepare* resolution regarding Plaza reservations; present to BOCC and obtain approval. (2-27-24; 2-28-24;2-29-24) Communicate with staff on a request for a mailing address change. Communicate with counsel on client name change. Communicate with staff on records name change issue. (3-4-24;3-5-24) Work on notice of upcoming special meeting of BOCC. (3-12-24) Work with Clerk staff member on preparing for RNR compliance during 2025 budget. (3-20-24) Work with Department Head and his staff on election procedural matters raised by vacancy in a City of Manhattan elected office. (5-10-24) Work on contract issue for department. (6-14-24) Attend and participate in staff working group regarding ongoing project. Communicate with contractor afterward. (6-17-24) Review return of contract accepting our contractual attachment. Communicate with Department staff on next steps for BOCC approval. (6-21-24) Prepare Commission Agenda report on foregoing project. Staff uploads for Thursday, June 27th

BOCC public meeting. (6-24-24) Work on Finance Officer question on behalf of BOCC. (6-25-24) Legal analysis of RNR statute. (6-27-24; 6-28-24;7-2-24;7-3-24) Assist with staff questions regarding legal interpretation. (7-5-24) Assist with project. (8-16-24) Assist with RNR resolution. (8-19-24;8-20-24) Assist with project. (8-21-24; 8-22-24;8-23-24; 8-27-24;8-28-24;8-29-24;8-30-24; 9-2-24;9-3-24) *Assist with same project.* (9-6-24) Assist with same project. (9-9-24; 9-13-24;9-15-24;9-16-24; 9-17-24) Discuss with Dept. Head news item about election offices in 6 states. (9-17-24) Assist on issue. Communicate with citizen and member of local outside agency. (10-22-24) Communication from Clerk's office. (10-22-24)

Riley County Community Corrections: Discuss with PIO and department Head proposed correction of recently published newspaper article on grant award to Department. (1-2-24) Further conversation with Department Head and PIO about immediately preceding newspaper article. (1-2-24) Communicate with Director on potential policy. (2-27-24) Contact Department at request. (5-14-24) Work with Department on project involving funding. (5-15-24)

Riley County Emergency Management: Work on project issue. (11-7-23; 11-8-23) Conversation with stakeholders on a radio tower lease amendment. (1-2-24) Communicate with Director on state winter weather disaster declaration just released. (1-24-24) **Assist** with written response to vendor. (4-22-24) Advise on KORA request. (5-2-24) Advise other staff on same KORA request. (5-2-24) Contact County PIO about foregoing, relevant to any photos or video. (5-2-24; 5-3-24) Check in with Helpdesk. (5-7-24) Work with State project manager regarding scheduling matter on roundabout project at k-13/US24, easement purchase from county of County ROW at Fire Station. Work with Cindy K. on agenda time. (5-7-24) Work with department on personnel law matter. (5-14-24; 5-15-24) Assist with project legal issue. (8-8-24) Assist with project legal issue. (8-12-24; 8-13-24; 8-14-24;8-15-16;8-16-24)

Riley County Emergency Medical Services: Prepare for staff discussion of proposed ride along program and its necessary requirements. Participate in staff discussion. (5-7-24)

Riley County Extension: Work on legal question raised by Director. (5-29-24) Communicate with Department Head. Work on project for upcoming use of Fairground Arena for KSU rodeo club event at county fairground arena. (8-20-24; 8-23-24; 8-25-24;9-2-24)

Riley County Fire District No. 1: Work on contract law issue. (11-7-23; 11-8-23.) Work on separate contract law issue. (11-7-23) Prepare for January 9, 2024, training presentation to District leadership. (12-27-23; 12-28-23; 12-29-23; 12-30-23; 12-31-23; 1-1-24) Conversation with HR Director regarding upcoming training to District leadership. (1-2-24) Conversation with Department Head on pending litigation. (1-2-24) Additional conversation with HR Director regarding upcoming training in District leadership. (1-2-24) Preparation for January 9, 2024, training presentation to District Leadership. (1-3-24) Check out technology at Public Works for tonight's training presentation to District Leadership. (1-16-24) Present training, along with HR Director, to District Leadership. (1-16-24) Work on Fire District/University Park fire station project. (2-23-24) Communicate with lobbyist on HB of concern to department. (2-28-24) Communicate with department on KORA issue. Communicate with outside counsel. And Deputy County Counselor. (3-4-24) Communicate with Fire Chief. (3-21-24) Work on contract issue. (3-26-24) Prepare and obtain Chairman's signature on Local Disaster Emergency Declaration regarding cybersecurity incident. Attend and participate in special BOCC public meeting. (4-1-24) Draft extension of Local Disaster Emergency Declaration on cybersecurity incident. Then obtain BOCC approval of extension of local disaster emergency declaration. (4-2-24; 4-3-24; 4-4-24) Draft local emergency declaration on Axelton Hill Road wildfire and obtain BOCC chairman signature. (4-6-24) Prepare extensions of both local disaster emergency declarations. (4-10-24) Present and obtain BOCC approval of both immediately preceding local disaster emergency declarations. (4-11-24) Review and approves as to form FRA matter. (7-24-24) Communicate with department staff on pending matter and advise. (9-3-24) Work on contract project. (10-16-24;10-17-24;10-18-24; 10-21-24; 10-23-24;10-24-24;10-25-24)

Riley County GIS: Assist with provision of “shapefile” requested by company. Communicate with company representatives and GIS staff. (6-5-23; 6-6-23)

Riley County Health Department: Work on contract law issue. (10-12-23;10-13-23.) Work on contract law issue. (10-19-23;10-23-23; 10-24-23.) Advise Department on personnel policy manual upcoming revision. Communicate with county staff on parking issue. (3-26-24) Schedule staff discussion with this Department and another on legislative issue. (6-26-24) (Advise Department Head on legislative matter. (7-3-24) Advise Department Head on state funding matter. (7-3-24) Work on project. (9-11-24) Work on electronic medical record matter. (9-24-24; 9-25-24) Work with Deputy County Counselor on project to assist Department. (9-27-24) Work on separate project to assist Department. (9-29-24) Work on project to assist department. (10-7-24; 10-8-24) **Work** on project to assist Department. (10-21-24) **Assist with project.(11-19-24)**

Riley County Historical Museum:

Riley County Human Resources. Finalize Green Dot Contract. (9-12-23) Conversation with HR. (10-12-23.) Review example of proposed Performance Review new form to be completed by 10-16-23. (10-12-23) Work with a department on HR issue “IV.” (10-13-23.) Work with Department on unrelated HR issue(“V”). (10-16-23.) Work with Department on unrelated HR issue “VI”. (10-16-23.) Work with department on Personnel issue I. (10-19-23;10-23-23; 10-25-23.) Work with division on personnel law issue II. (10-24-23.) Work with Division and Department Head on personnel law issue II. (10-25-23;10-26-23;10-27-23;10-28-23-10-29-23;10-30-23) Work with Division and Department Head on personnel law issue. (11-1-23.) Work with Division and Department on personnel law issues. (11-2-23;11-3-23; 11-5-23;11-6-23.) Work on personnel law issue for Division and Department. (11-10-23). Work with Division and Department on personnel law issues. (11-9-23;11-13-23; 11-14-23). Prepare for disciplinary action appeal scheduled for January 4, 2024. (12-289-23) Communicate with team members on working group considering revision of personnel manual. Working group to reconvene 1-9-24. (1-2-24) Work on personnel issues. (1-4-24; 1-5-24) Communicate with Department head and Division head on upcoming potential meeting regarding process. (1-12-24) Communication from Division head on upcoming work group work for discussions on personnel policies. (1-12-24) Working group discussion of personnel policy issues. (1-12-23) Working group discussion of personnel policy manual. (1-18-24) Working group discussion of personnel policy practice. (1-22-24) Analyze and comment upon potential policy. (1-24-24) Analyze potential changes to personnel policy. (1-29-24; 1-30-24; 1-31-24) Advise on legal issue. (2-1-24) Work on personnel policy manual issues. (2-22-23;2-23-24) Communicate with Division director given federal law changes in identified policies. (2-27-24) Review material provided. (2-27-24) Work with Division Director on scheduling upcoming presentations to BOCC in public meetings. (3-12-24) Work on Personnel Policy issue. (3-13-24) Work on upcoming executive session. (3-12-24;3-13-24) Work on personnel policy issue. (3-14-24;3-15-24;3-17-24;3-18-24) Work on different personnel policy issues than immediately preceding entry. (3-18-24) Work on both of the immediately preceding entry matters. (3-19-24) Work on dress code issues. (4-9-24) Review KORA request. (4-9-24) *Discuss* personnel law issue. (5-8-24) Work with Division and Department Head on two distinct personnel law issues. (5-10-12) Work with Division and Department Head on distinct personnel law issue. (5-14-24) Review and continue working on proposed policy. (5-28-24; 5-29-24) Work with HR, and a Dept. Head on personnel law issue. (5-31-24; 6-3-24) Work with staff group on proposed policy. (6-3-24) Work with HR and Department Head on personnel issue. (6-3-24) Work with HR. on personnel issue. (6-4-24; 6-5-24)) Work with HR on personnel matter. (6-7-24) Work with HR on personnel policy approval. (6-7-24) Work with HR on 2 distinct and unrelated personnel law issues. (6-17-24) Work with HR on personnel law issues. (6-18-24) Work with Division head on personnel legal issue. (7-2-24) Assist with upcoming personnel issue. (7-5-24) Assist Division and BOCC with personnel law issue. (7-25-24) Assist with project on open position. (9-15-24) Assist with unrelated issue. (9-17-24) Assist with statutory provisions—provide and communicate. (9-23-24) Assist with project. (10-15-24) Assist with project. (10-18-24) Assist with different aspect of project. (10-18-24) Assist with project involving RCHD. (10-21-24) Work with staff on project. (10-22-24) Assist in preparing for pending matter. (10-25-24) Work with Director and staff, along with Deputy County Counselor,

on a department's personnel matter. (11-5-24) Work with Director and Deputy County Counselor's on personnel policy matter. (11-12-24) **Assist with project. (11-20-24)**

Riley County Information Technology/GIS Work with department on contract law issue. (10-24-23.) Conversation with GIS staff member regarding City GIS "layer" issue. (1-2-24) Discuss legal issues involving federal act(s) and communication technology. (2-1-24) Communication from IT about on-going efforts to protect network. (5-7-24)

Riley County Museum: Advise Director on question raised on behalf of Historical Society. (5-3-23)

Riley County Noxious Weeds/Hazardous Household Waste: Discuss with department head upcoming potential property leases of county ground. (5-3-23) Request Department Head provide copy of deed on one of leased properties—to review restrictions on all the leased properties. (5-4-23) Schedule discussion with Department Head on real property issue. (5-22-23) Review and approve as to form weed control contract proposed by KDOT. Inform Department head I've done so. (1-2-24) Conversation with Department Head on immediately preceding contract. (1-2-24)

RILEY COUNTY PLANNING AND DEVELOPMENT. Work on Comprehensive Plan update matter. (7-17-24) Work on County Retreat matter. (7-17-24)

RILEY COUNTY POLICE DEPARTMENT—Administered by Law Enforcement Agency ("Law Board"): Communication from City Manager, County Clerk and County Attorney regarding RCPD question about potential ordinance or resolution. I contact Barry Wilkerson for discussion. (1-12-24) Work on project. (4-15-24; 4-16-24; 4-17-24) Communication from third party on budget matter. (5-2-24) Work on inmate medical project. (5-29-24) Participate in staff working group on inmate medical project. (5-31-24) Communicate with vendor of inmate medical services. (5-31-24) Work on inmate medical project. (8-14-24; 8-15-24; 8-16-24)

Riley County Planning & Development: Represent County in District Court hearing on Prairiewood appeal. (8-29-23) Conversation with landowner. (10-12-23.) Review and approve Comprehensive Plan resolution "as to form" for 10-16-23 BOCC meeting. (10-12-23.) Work on pending litigation. (10-13-23) Work on pending litigation "III". (10-13-23.) Work on pending project "I". (10-13-23.) Conversation with opposing counsel in pending appeal "II." (10-13-23) Work on benefit district project. (11-6-23; 11-7-23.) Work to schedule meetings with business and staff on different pending legal issues. (11-7-23; 11-8-23) Work on benefit district contract for environmental assessment. (1-26-24; 1-31-24) Complete work on benefit district contract for environmental assessment; route vendor—approved contract to this department's Office Manager for placement on next Monday's business meeting agenda, following conversation with Department Head. (2-1-24) Work with Department Head on contractual issue. (2-14-24) Work with Department Planner and Deputy on upcoming agenda item. (3-19-24) Work on immediately preceding entry again. (3-20-24) Work on benefit district issue. Discuss with Deputy County Counselor. (3-20-24) Review and approve as to form plat. (3-21-24) Discuss upcoming public hearing with staff member. (3-21-24) Work on upcoming land use issue. (3-26-24) Discuss with staff special use hearing before Planning Board evening of 4-8-24. (4-9-24) Conversation with opposing counsel in pending appeal. Draft motion to extend time to file our brief. I will file such agreed motion this week. Motion filed. (4-15-24) Review sanitary code issue. (4-18-24) Schedule meeting with department staff member on separate code violation enforcement matter. (4-18-24) Review correspondence on separate possible code violation matter. (4-18-24) Status report back on separate code enforcement matter. (4-18-24) Status report back on separate code enforcement matter. (4-18-24) Work on SB 384. (SB 162) as signed by Governo as part of SB 384. Meeting with staff of Planning and Development and RCHD. (4-26-24). Work solo on immediately preceding project list entry. (4-28-24) Review and approve as to form contract for project. Discuss with Department Head. (5-2-24) Communication with Department Staff on pending code enforcement matter. (5-2-24) Communicate with Department head on immediately preceding code

enforcement matter. (5-3-24) Correspondence with outside professional based on citizen question regarding pending project. (5-3-24) Assist staff of this department on pending matter. (5-6-24) Communication from Department staff on different matter for calendaring. Respond. (5-6-24. Contact representative of citizen in pending matter. Relay information to staff member working on the matter. Relay information to another Department Head assisting in matter. (5-6-24) Respond to communication from Department Head on ongoing project of her department. Respond to communication from Department Head on different project of her department. (5-7-24) Communication from staff of Department on different project of her department. (5-7-24) Discuss with Department Head different project of her department; in response to communication from her of procedural question. (5-7-24) Answer question from Department Head on procedural question. Communicate with Department Head and Cindy K. (5-7-24) Review litigation material served on a co-defendant in pending code enforcement case. (5-7-24) Discuss pending enforcement matter with Code Enforcement officer. (5-7-28; 5-8-24) Work on pending Court of Appeals matter. (5-15-24) Work on comp plan consultant project. (5-29-24) Calendar Evergy application regarding Ashland Bottoms special use application. (5-29-24) Review and sign plat presented by Department staff. (5-29-24) Prepare for executive sessions. (6-5-24) Advise Department Head on project legal issue. (6-12-24) Work on pending appeal matter. (6-25-24) Work on pending sewer project. (7-3-24) (Advise Department Head on legislative matter. (7-3-24) Complete Agreement for Retreat Consultant. (7-18-24) Work on Comprehensive Plan Update matter. (7-18-24; 7-19-24) Work on court of appeals brief (8-1-24; 8-2-24; 8-3-24; 8-4-24; 8-5-24) Evaluate project grant possibility legal issue. (8-6-24) Work on different pending Court of Appeals brief augmentation in pending matter. (8-5-24; 8-6-24) Communicate with Deputy Counselor on update regarding project. (8-9-24) Review and approve “as to form” contract for surplus personal property auction. (8-30-24) Work on KDOT roundabout project involving K-13. (9-2-24) Finalize contract documents for KDOT roundabout projects at two locations and provide documents to County Clerk for BOCC agenda for 9-5-24 (9-3-24) Attend and participate in tour of Riley County-owned buildings in preparation for upcoming retreat. (9-20-24) Meet with Department Head on pending projects. (9-24-24) Attend and participate in Keats town hall public meeting on that sewer district’s pending project. (11-13-24)

Riley County Public Information Officer: (5-8-23) Further communication with PIO and working group about same informational program. (5-8-23) Communication from PIO requesting legal advice. (7-24-23) Conversation on lawful options for final version of BOCC minutes. (10-24-23.) Schedule upcoming meeting on possible documentary. (3-12-24) Communicate with regarding Facebook change of services offered. (3-12-24) Discussion with PIO regarding request for release of information. (5-31-24)

Riley County Public Works: Discuss land use issue with Department Head. (10-12-23.) Communicate with potential vendor on project. (10-13-23.) Communicate with county insurer on project. (10-13-23.) Contract law issue. (11-6-23.) Work on bid packet issue. (1-2-24) Contacted by KDHE requesting permission for project. Relay request to Public Works Director and invite conversation. (1-3-24) Discuss with Director Township Officers’ March 6, 2024, meeting agenda. Contact outside party as possible participant to assist with program. (2-2-24) Attend and participate in Township Officials annual meeting. (3-6-24) Review and approve contract “as to form.” (3-8-24) Review contract proposed. (3-11-24) Discuss staff contract proposed. (3-12-24) Work with Assistant County Engineer on assembly of contract for agenda. (3-19-24) Review and approve as to form immediately preceding contract. Conversation with Cindy K on delivery of contract to County Clerk’s office for this Thursday’s agenda. Place contract in delivery bin from Public Works to County Clerk’s office. (3-20-24) Work on elevator contracts and discuss with Department Head. (4-5-24; 4-6-24; 4-8-24) Conversation with Dept. Head regarding KDHE request to do well test on county site. (4-15-24) Conversation with Dept. Head regarding drainage easement. (4-16-24) Review update on pending resolution. (4-18-24). Review and approve as to form covenant and easement documents for EMS HQ project. (4-23-24) Respond to email from KDHE on agency’s planned sampling in Fairmont Park, after discussion with Department Head. (4-23-24) Conversation with Assistant County Engineer. Approve as to form transfer station truck scale Contract. (4-23-24) Work on KDOT roundabout project as it affects Riley County. (4-26-24; 4-28-24; 4-29-24; 4-30-24) Work on preceding KDOT project as it affects Riley County. 5-8-24. Work on

policy issue involving CDL training. (5-30-24; 5-31-24) Review and approve as to form project document. (5-31-24) Review and approve as to form unrelated project document. (5-31-24) Approve as to form contract for project. (6-3-24) Work on project documents. (6-4-24) Conversation with consulting engineer on state highway project. (6-14-24) Communication from KDOT counsel on state “roundabout” project at US 24 and K-13. Contact Public Works Director. Contact KTOT counsel. (6-26-24) Communicate with Department Head on immediately preceding project. (7-2-24) Advise Department Head on separate and distinct legal matter. (7-3-24) Assist Department and BOCC with ongoing project issue. (7-25-24) Discuss with Department Head facilities matter. (8-15-24) Discuss with Department Head ongoing KDOT project. (8-15-24; 8-16-24) Communicate in response to KDOT attorney on KDOT project. (8-16-24) Attend and participate in departmental staff meeting. (8-30-24) Finalize contract documents on the two KDOT roundabout projects, working with Department Head, and provide documents to Clerk’s office for 9-5-24 agenda. (9-3-24) Work with Department Head finalizing contract documents for design of window replacement project in CPE. Provide to Clerks office for 9-5-24 agenda (9-3-24). Work with counsel for KDOT on finalizing execution of contract documents on two roundabout projects. (9-12-24) Work on pending construction project. Participate in staff discussion by Zoom. (11-7-24)

Riley County Register of Deeds: Communicate with three offices, their staff and department heads on common legal issues. (11-7-23) Communicate with department head on same issue. (11-8-23) Work on legal issue regarding filing. (2-29-24; 3-1-24; 3-4-24) Work with department head and staff of County Clerk and County Appraiser to resolve filing issue. (3-4-24) Assist with legal issue involving KORA (9-18-24; 9-19-24; 9-23-24) Advise on legal issue. (9-25-24)

Riley County Treasurer: Discuss with Department Head process for Opioid Settlement Fund payments routed from Attorney General’s Office. Discuss with Assistant Attorney General supervising such distributions. (12-21-22) Work on Delinquent Real Property Tax Foreclosure case for 2024. (4-12-24) Review claim for delinquent real property taxes in mtg foreclosure case. (4-16-24) Review claim for delinquent real property taxes in mtg foreclosure case. (4-16-24) Review probate case order directing payment of real property tax. (4-16-24) Review mtg foreclosure case and demand for payment of real property tax. (4-16-24) Review of probate case and real property tax. (4-16-24) Review delinquent real property tax efilings. (4-19-24) Work with legal staff on upcoming delinquent real property tax sale. (4-23-24) Process with staff response to citizen inquiry to county website about tax sale properties. (4-29-24) Process with staff response to another citizen inquiry to county website about tax sale. (4-29-24) Discuss tax sale property issue involving request from executor of titled owner. Call the executor and leave voicemail. Resolve with executor. (5-7-24) Sign order dismissing individual parcel from tax sale. (5-8-24) Work with department staff on preparation of Motion for Default Judgement in 2024 delinquent real property tax sale. (5-10-24) Obtain judgment in favor of Riley County on motion for default judgment in Riley County District Court for upcoming delinquent real property tax sale. (5-28-24) Delinquent property tax sale meeting with office staff. (5-29-24) Approve withdrawal pleadings from pending probate cases wherein our filed claims for property taxes resulted in payment. (6-14-24) Assist Department Head with citizen communication. (6-17-24; 6-18-24) Work on property tax foreclosure case. (6-26-24) Review personal property tax communication. (10-25-24) Consult with Deputy Counselor on bankruptcy law issue. (10-30-24)

III. Projects by Professional Association, Internal and External Committees/working groups, CLE, & Other Administrative Matters:

Ad Hoc Staff Committees/Work Groups on Multiple Subjects: Staff committee discussion of issue in recent tax sale. Clerk and staff, Treasurer, Appraiser and staff. (3-6-23)

Administrative Matters: Discuss with HR CAR I’ll prepare for transition of Counselor position based upon my scheduled 2025 retirement. (5-19-23) Work on transition of Deputy position given incumbent’s scheduled retirement. (5-22-23; 5-23-23) Discuss and decide with staff on renewal of “Hawver” subscription. (5-30-23)

Register for June 20 webinar on Title VI requirements under ARPA; to be conducted by Officer of Recovery. (6-5-23) Information to Office Manager on invoice for Westlaw. (7-5-23) Partners' Meeting. (7-21-23) Review and approve proposed CAR drafted by H.R. for upcoming position vacancy due to retirement. (7-27-23) Work with HR and staff working group preparing for candidate interviews for 2 positions. (7-27-23; 7-28-23) Staff meeting to discuss departmental input, as requested by PIO, on survey regarding retention and recruitment and retention. Provide info to PIO. (8-2-23) Review, approve Department timecards. (8-6-23) Work on transition of department for upcoming vacancy in Office Manager position. Review all internal applications. Communicate with both Riley County Deputy County Counselors and H.R. Director. (8-6-23) Work on transition of department to fill vacancy in Legal Assistant position. (8-10-23; 8-11-23; 8-13-23) Review City/County/County agenda for 8-17-23 meeting. (8-13-23) Work on upcoming retirement receptions for department. (8-11-23; 8-14-23; 8-15-23; 8-16-23; 8-17-23) Continued work on transition of department to fill vacancy in Legal Assistant position. (8-15-23) Participate in panel interview of candidate for Legal Assistant I position. (8-18-23) Attend retirement reception in BOCC chambers for Jill Seaton. (8-31-23) Relay email latest to staff—No access to court of appeals or supreme court yet as of noon today. (1-26-24) Participate as donor in County/Red Cross blood donation drive. (2-14-24) Work on closing issue involving sale of a portion of a larger parcel—the sale of which does not involve a pending code enforcement proceeding. (2-15-24) Work at PW successfully confirming, with IT assistance, our desktops there appropriately “sync” with our desktops in our CPE office. (2-26-24) Work with Public Works on key card/key fob access to that portion of Public Works building where our office will temporarily relocate. (2-27-24) Work on temporary relocation of office during 4th floor renovation project. (2-28-24) Work with I.T. to synchronize desktops at departmental CPE office and temporary space at Public Works. (3-1-24) Catch up on emails. Respond when appropriate. (4-9-24) Work on transition of Deputy County Counselor caseload to County Counselor. (4-10-24; 4-11-24; 4-12-24) Work on applicant interview scheduling for Deputy County Counselor position. (4-15-24) Work with our Office Manager on 2025 departmental budget request. (4-16-24) Work on departmental transition matters. (5-2-24; 5-2-24; 5-3-24) Brief staff meeting—my meetings schedule today. (5-7-24) Review and delete emails. (5-7-24) Work on transition: Introduce Deputy County Counselor to BOCC members; and 3 department heads (5-13-24) Introduce Deputy County Counselor to 3 more department heads. (5-14-24) Review and approve as to form payroll and accounts payable. (5-28-24) Work on transition matters in office. (5-30-24; 5-31-24) Contact IT about recent communications to organization about a system update. (6-3-24) Brief Bryant on relevant discussions during today's public BOCC meeting. (6-3-24) Weekly office staff meeting. (6-14-24) Work with staff working group on scheduled shut off of electricity to CPE. (6-17-24; 6-18-24) Work on organization of office filing. (7-5-24) Participate in CAR promoting Deputy County Counselor to County Counselor, effective January 1, 2024. (7-18-24) Consult with Deputy County Counselor on various pending projects. (7-24-24) Discuss potential internal publication of notice of Deputy Counselor's recent promotion by BOCC, effective January 1, 2025. (7-24-24) Prepare for interviews of candidates for Deputy County Counselor position, now that current Deputy has been promoted to County Counselor effective January 1, 2025. (8-7-24; 8-8-24; 8-13-24) Weekly staff meeting. (8-9-24) Organization and filing in preparation for transition. (8-9-24; 8-10-24; 8-11-24) Weekly staff meeting. (9-13-24) Discussion regarding transition matters with Deputy County Counselor. (9-18-24) Weekly staff meeting. More transition planning for on-boarding of Jacob Hanson, for training as Deputy County by both me and Deputy County Counselor/County Counselor effective December 21, 2024, Bryant Parker. (9-27-24) Work with Bryant and Jacob. (9-30-24; 10-1-24; 10-2-24) Departmental staff meeting/Partners' Meeting to continue fostering transition with input from all department staff. (10-2-24) Work on transition for department. (10-3-24; 10-4-24; 10-7-24; 10-8-24) Departmental staff meeting/Partners' Meeting. (10-9-24) Departmental staff meeting. (10-21-24) Departmental staff meeting/Partners' Meeting. (10-23-24) Attend ARPA webinar. (10-23-24) Partners' discussion on transition and organizational culture matters. (10-25-24) Departmental staff meeting. (10-25-24) Work **on departmental transition. (11-14-24; 11-15-24; 11-19-24)**

Continuing Legal Education: Attend online CLE program. (6-11-23) Attend CCAK CLE program. (6-16-23) Discuss department budget preparation for 2025. (4-18-24) Attend an open.gov zoom on “roll out” of budget creation. (4-18-24) Work on department budget request. (4-22-24; 4-23-24; 4-24-24; 4-25-24) Confirm

electronically with CLE commission whether compliant for 2023 through June 30, 2024, for CLE requirements. Register for the remaining one-hour CLE to be presented online. (5-2-24; 5-3-24) Discuss with partners KORA matter. (11-13-14)

County Counselor Association of Kansas: Attend and participate virtually in Board of Governors meeting of CCAK. Summer CLE planning. (2-21-24) Contact KAC about presenter's assigned time during June 21, 2024, CCAK CLE program. Relay to presenter. Recontact KAC. Recontact presenter. (5-2-24) Contact from presenter. Relay information to Jay Hall. Confirm to presenter all in place for CLE. (5-6-24) Communicate with Deputy Director and Presenter scheduled for CCAK CLE to take place 6-21-24. (6-18-24) Attend online program of association for required CLE. (6-21-24) Review opioid funds distribution charts from KAC. (8-9-24)

Department Head Committee: Attend and participate in committee meeting. (7-5-23) Attend and participate in meeting. (7-19-23) Attend and participate in committee meeting. (8-2-23) Attend and participate in Committee Meeting. (10-18-23) Attend and participate in committee meeting. (11-1-23.) Prepare for meeting scheduled for 1-3-24 (1-2-24) Attend and participate in Committee meeting. (1-3-24) Prepare for, attend and participate in committee meeting. (3-20-24) Prepare for 4-17-24 committee meeting. (4-16-24) Attend and participate in committee meeting. (5-1-24) Attend and participate in committee meeting. (6-5-24) Attend and participate in meeting. (7-3-24) Attend and participate in meeting. (9-18-24) Attend and participate in committee meeting. (10-2-24) Attend and participate in committee meeting. (10-16-24) Attend and participate in meeting. (11-6-24)

Intergovernmental Luncheon: Attend and participate in 2 pm. meeting of committee. (3-11-24)

Joint Task Force on Possible Fair and Rodeo Relocation: Attend 2nd meeting of group at Chamber offices. (7-14-23) Attend first ½ hour of task force meeting at KSU foundation. (8-16-23)

Kansas Association of Counties: Review communication on Kansas Supreme Court case considering self-insured entities. (3-8-24)

Staff Budget and Planning Committee: Work with B & P on development of contracts for transfers to small cities for loss of funds as countywide ½ cent sales tax sunsets 12/31/22. (11-15-22) Review material for BOCC presentation to be made by Budget and Planning during the next BOCC public meeting. (11-28-22) Attend and participate in Committee meeting. (11-29-22) Ask Shilo for her opinion on draft of agreement. (2-7-23) Prepare for scheduled 1-3-24 committee meeting. (1-2-24) Attend and participate in Committee meeting. (1-3-24) Review upcoming agenda for scheduled 1-30-24 committee meeting. Communicate with committee. (1-26-24) Attend and participate in committee meeting. (2-20-24) Work with IT/GIS staff on temporary move of department to Public Works during 4th floor CPE construction project. (2-21-24) Attend and participate in meeting of committee. (3-11-24; 3-12-24; 3-13-24) Conversation with Budget and Finance Officer. Available date of return from vacation. Accept B & P Meeting scheduled for 3 pm May 28, 2024. (5-7-24) Attend and participate in committee meeting. (5-28-24) Work on potential remote work policy. (5-28-24; 5-29-24) Attend and participate in committee meeting. (6-4-24) Attend and participate in meeting. (10-15-24)

Staff Riley County Employee Recognition Day Planning Committee: Attend and participate in committee work planning Employee Recognition Day. (6-20-23) Analyze proposed venue contract. Conversation with County's insurer. Voicemail left with PIO. (7-5-23) Attend and participate in Committee meeting (7-18-23) Communicate with sales representative for AMC Theatre. (8-2-23; 8-3-23) Communicate with AMC representative and our insurer regarding event. (8-13-23) Attend and participate in committee meeting. (8-15-23) Communicate with our insurer and attorney for venue regarding Recognition Day. (8-15-23) Communicate with attorney for venue regarding Recognition Day. (8-16-23; 8-17-23) Attend and participate

in Employee Day. (10-9-23.) Work on future Employee Recognition Day issue. (10-18-23) Contact insurer to evaluate coverage for potential site for 2024 Employee Recognition Day. (1-2-24) Attend and participate in committee meeting. (2-20-24) Communicate in response to questions about recognition for years of service by employees in attendance. (3-15-24) Attend and participate in committee meeting. (3-19-24) Check on potential keynote or breakout session speaker. Contact agent for venue to confirm paperwork necessary to finally reserve venue, obtain copy of complete contract required and obtain liability insurance coverage requirements. Contact county's insurer to confirm the required liability coverage will be in place for county on October 14th. Attend and participate in committee meeting. (4-16-24) Work on venue documentation. (4-30-24; 5-1-24) Check with C & W on status of certificate of insurance. (5-3-24; 5-7-24) Work on venue reservation and insurance coverage required. (5-28-24; 5-29-24) Work on venue reservation. (6-7-24) Attend and participate in committee meeting. (6-18-24) Work with group on input for CAR to describe event for BOCC. (6-24-24) Attend and participate in committee meeting. (7-16-24) Attend (slightly late) and participate in Committee meeting. (8-20-24) Sign up to volunteer to assist with event at Employee Recognition Day. (9-17-24) Order pastry for event as assigned by committee. (9-18-24) Staff meeting—work on transition planning for next week. (9-27-24) Work on event. (10-2-24) Attend and participate in Employee Recognition Day. (10-14-24)

Staff Road Renaming Committee:

COUNTY CLERK & ELECTIONS
Grant

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

COMMISSION AGENDA REPORT

FROM: Breva Spencer, Maternal and Child Health Supervisor/RCHD

MEETING: December 2, 2024

SUBJECT: Request to Apply: Supporting Primary Prevention and a Shared Risk and Protective Factor Approach for Injury and Violence Prevention through Safe Sleep Community Baby Showers Grant

PRESENTER: Elizabeth Ward, Human Resources Director

BACKGROUND

The grant provides an opportunity for our community to address critical health issues through primary prevention strategies, with a specific focus on safe sleep practices for infants. The event aligns with our goal to reduce injury and violence while promoting the health and safety of infants and families in our community. In 2022, there were 53 non-natural infant deaths in Kansas, with the leading causes being undetermined sudden unexpected infant deaths (SUID) and unintentional injury from suffocation due to unsafe sleep environments. The majority of these cases involved co-sleeping in an adult bed. Research indicates that families with limited resources often have less awareness of safe sleep guidelines, lack access to necessary safety items, and face barriers to adequate healthcare, all of which contribute to unsafe sleep practices.

DISCUSSION

This year, the MCH program will focus on supporting families facing one or more social determinants of health (SDOH), recognizing their increased risk for unsafe sleep practices and associated negative outcomes. Additionally, the event will focus on and promote positive protective factors, such as access to essential baby items, education on important parent/caregiver practices such as safe sleep, building social support networks, promoting community connection, raising awareness on the importance of prenatal, postpartum and well

child care, and empowering expectant or new parents with knowledge and resources to navigate pregnancy and early parenthood.

The Community Baby Shower will offer the following benefits:

- **Educational Resources:** The event will feature education and resources on topics such as prenatal, postpartum and infant care, breastfeeding, injury prevention, safe sleep, and perinatal mental health and support. Additionally, certified Safe Sleep Instructors (SSI) will provide a safe sleep demo to all attendees who receive a pack n play.
- **Community Connections:** Families will have the opportunity to network with local resources, health services, and organizations focused on the prenatal and postpartum period, child birth, mental health, family planning, pediatric health and overall well-being.
- **Essential Supplies:** Attendees will receive a pack n play (as available) and educational materials to include safe sleep, injury prevention, home safety, etc., which will be particularly helpful for families in need.
- **Collaborative Effort:** The event is supported by partnerships with the local hospital, The Women's Health Group, nonprofit organizations, and community leaders, enhancing the reach and impact of the initiative.

If approved and awarded, this will be the 4th Annual Community Baby Shower hosted by the Riley County Health Department/Maternal and Child Health program.

FISCAL IMPACT

No fiscal impact. The grant funds, if awarded, will cover 100% of the cost and provide critical funding for the purchase of pack n plays and educational materials.

RECOMMENDATION(S)

Move to approve the application for Supporting Primary Prevention and Shared Risk and Protective Factor Approach for Injury and Violence Prevention through Safe Sleep Community Baby Showers (Core/SIPP) grant.

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:

- KDHE Core SIPP Mini-grant FY25 Application.doc (1) (PDF)

Kansas Department of Health and Environment (KDHE)
 Fiscal Year 2025 Mini-Grant Application – **Due Date December 6, 2024, by 12:00 pm**
 Supporting Primary Prevention and Shared Risk and Protective Factors Approach
 in Injury and Violence Prevention Through Safe Sleep Safe Sleep Community Baby Showers

Organization Name: Riley County Health Department	
Project/Program Coordinator: Breva Spencer, Maternal and Child Health Supervisor	
Mailing Address: 2101 Claflin Rd	
City: Manhattan	Zip: 66502
Telephone: 785-776-4779 ext. 7601	Fax: 785-587-2879
E-mail: shaybarker@rileycountyks.gov	
Organization's Authorizing Official for Signature, if different than above: (Please print Name and Title) John Ford, Riley County Commission Chair	
Fiscal Agency: Riley County	FEIN#: 48-6023850
Fiscal Officer/Grants Manager: Brittany Phillips, Riley County Budget and Finance Officer	
Telephone: 785-537-6359	
E-mail: bphillips@rileycountyks.gov	
W-9 Attached? Yes / No	
Grant Amount Requested (Not to exceed \$4,999): \$4,998.00	
Will provide education on the following Injury/Violence Prevention (IVP) Areas (check all that apply) during the Safe Sleep Community Baby Shower:	
☒ Motor Vehicle Crash/Child Passenger Safety* ☒ Traumatic Brain Injury Prevention* ☐ Adverse Childhood Experiences* ☒ Maternal Mental Health/Suicide Prevention* ☒ Safe Sleep/Suffocation ☒ Poison Prevention	☒ Home Safety ☐ Falls Prevention ☐ Fire/Burns Prevention ☐ Drowning Prevention ☐ Other _____ _____
*Denotes priority injury risk areas for Core State Injury Prevention Program. At least one of these must be selected.	
Identify which Shared Risk and Protective Factors Approaches that will be incorporated into the Safe Sleep Community Baby Shower:	
☒ Physical and Mental Health ☒ Access to High Quality Goods and Services ☐ Safe and Stable Homes and Neighborhoods ☒ Community Connectedness	☐ Gainful Employment & Livable Wages ☐ Educational Achievement ☐ Other _____ _____
Who are the Safe Sleep Instructors in your community or region with whom you will collaborate to hold a Safe Sleep Community Baby Shower? Please list all community partners who will collaborate on this project:	
Maternal and Child Health (SSI), WIC, Raising Riley, Childcare Licensing, RCHD Clinic, Safe Kids Riley County, Little Apple Doulas, Mathis Pelvic Rehabilitation, Child Care Aware, Pawnee Mental Health, Parents as Teachers, Infant Toddler Services, Life Choice Ministry, The Women's Health Group, Perinatal	

Kansas Department of Health and Environment (KDHE)
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Mental Health Provider, Manhattan Public Library, Black Paradise Doulas, Medicaid Providers, Stormont Vail, Via Christi, DCF(SSI), K-State (SSI), Manhattan Moms KS, Embrace Grace, World Friendship/Global Women's Community, The Crisis Center, TFI Family Services, HyVee, Community Volunteers.

Describe the priority population for the Safe Sleep Safe Sleep Community Baby Shower:

This year, the MCH program will focus on supporting families facing one or more social determinants of health (SDOH), recognizing their increased risk for unsafe sleep practices and associated negative outcomes. Additionally, the event will focus on and promote positive protective factors, such as access to essential baby items, education on important parent/caregiver practices such as safe sleep, building social support networks, promoting community connection, raising awareness on the importance of prenatal, postpartum and well child care, and empowering expectant or new parents with knowledge and resources to navigate pregnancy and early parenthood.

In 2022, there were 53 non-natural infant deaths in Kansas, with the leading causes being undetermined sudden unexpected infant deaths (SUID) and unintentional injury from suffocation due to unsafe sleep environments. The majority of these cases involved co-sleeping in an adult bed.

Our efforts will focus on increasing awareness of safe sleep practices, providing essential safe sleep items, and connecting families to community resources that strengthen protective factors. Research indicates that families with limited resources often have less awareness of safe sleep guidelines, lack access to necessary safety items, and face barriers to adequate healthcare, all of which contribute to unsafe sleep practices. We aim to reduce preventable sleep-related infant deaths and improve health equity in our community.

Describe the Safe Sleep Community Baby Shower and how you will provide education on injury and violence risk areas and incorporate a shared risk and protective factors approach (who, when, what, where, and how):

The Safe Sleep Community Baby Shower is scheduled for May 31st or June 7th, 2025. The location is yet to be finalized as we seek an accessible venue with adequate space to accommodate community partners and our target population. This year's event is still in the planning stages; however, every effort will be made to target families with identified social determinants of health (SDOH) to ensure we reach those most in need. The planning committee, which includes MCH staff, the RCHD Health Educator, and the WIC Supervisor, is still determining the best way to host the 2025 event, with plans dependent on the grant amount awarded.

Safe Kids Riley County members will cover various safety topics, including home safety, poison prevention, and motor vehicle safety, along with car seat demonstrations. Community partners will participate by educating families about their services and collecting participant contact information for follow-up if families express interest.

Safe Sleep education will be provided by trained Safe Sleep Instructors (SSI), who will conduct crib demonstrations in both English and Spanish at multiple intervals throughout the event, allowing participants to ask questions and engage fully with the material.

A pre-test on safe sleep knowledge will be administered to participants upon arrival. Following the crib demonstration and education covering topics such as tobacco cessation, breastfeeding, perinatal mental health, and substance use disorders, participants will complete a post-test to assess knowledge gained.

Kansas Department of Health and Environment (KDHE)
 Fiscal Year 2025 Mini-Grant Application – **Due Date December 6, 2024, by 12:00 pm**
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 in Injury and Violence Prevention Through Safe Sleep Safe Sleep Community Baby Showers

This event is a key initiative to promote safe sleep practices, reduce risks associated with unsafe sleep environments, and connect families with essential resources to address related health disparities.

Describe how the Safe Sleep Community Baby Shower will be evaluated (*i.e. number of participants impacted by project, amount of educational information provided, number of individuals trained, increase in knowledge and use of resources/devices, referrals made to other programs...*):

**Note: Evaluation requirements for funded organizations include: (1) implementing pre- and post-surveys among community baby shower participants, (2) completing an evaluation survey following the event to assess effectiveness of the Shared Risk and Protective Factors, and (3) tracking vendor contact information for a post-event survey with KDHE evaluator.*

Information collected from surveys and interviews will be used to evaluate components of the Shared Risk and Protective Factor Approach described in this RFP.

. The following information will be tracked and used to evaluate our Safe Sleep Community Baby Shower

- Number of participants
- Number of participants from priority population
- Number of community partners
- Number of safe sleep bundles
- Pre/post test data
- Community Partner survey's

Identify desired outcomes for the Safe Sleep Community Baby Shower (*i.e. % increase in knowledge of injury and violence prevention, % increase in use of devices that will prevent injury such as portable cribs that increase opportunity for safe sleep and decrease potential of falls and TBI, % increase in knowledge of and access to available mental health services and community resources, % increase of participants feeling connected to their community, % increase of participants that intend to regularly read to their child*):

85% of participants increase breastfeeding intent to longer than 6 months.

100% of participants are within our target population.

50% of participants share their contact information to community partners for follow up.

Budget justification. Please provide expense details and how each contributes to desired outcomes:

(Please see the RFP for a list of unallowable expenses.)

-Graco Pack n Play from gracobaby.com, \$75 x 66 (shipping not included)- allows families to have a safe sleep environment.

-The Crying Card, \$.20 x 240- provides information on what to do when an infant is crying to prevent TBI's from shaken baby syndrome.

Project Materials *If necessary, add additional pages	Item Type *Please be as specific as possible	Item Quantity	Unit Cost of Item	Total Cost of Item(s)
Portable Cribs	Graco	66	\$75.00	\$4,950.00

Kansas Department of Health and Environment (KDHE)
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Educational Materials for selected IVP topics *Provide detailed list	Crying Card	240	\$.20	\$48.00
Other expenses- Shipping and handling				

Total Grant Request: \$4998.00

***Please attach timeline for proposed project. Note: Project period is through July 31, 2025.**

Example of Timeline Setup:

Date	Task	Assigned Person	Details/Comments
12/6/2024	Submit grant	Sarah H/Breva	Complete grant application, obtain Commissioners approval and submit by deadline
Upon approval	Organize details of the event	Sarah H., Sara D., Breva, Kaylyn	CBS Leads will assign staff to logistics, budgeting/purchasing, community outreach, and marketing committees. Begin organizing details and assigning staff duties. Send save the date to community partners.
3/15/2025	Secure location and purchase safe sleep bundles	Sara D and Breva	Contact potential locations to host baby shower and secure location to hold event. Begin purchasing safe sleep bundles.
3/18/2025	Begin reaching out to community partners	Sarah H	Reach out to community partners and establish partners committed to participating in the baby shower. Deadline for partners to sign up 5/1/2025.
4/22/2025	Begin advertising for event	Kaylyn	Hang up banners, place yard signs, share flyers with community partners, and share on social media.
5/1/2025	Finalize details	MCH staff	Have list of agencies participating, bundles created, layout of event created, handouts printed, and staff duties assigned.
Day of Event	Assigned tasks	RCHD staff	Each staff does assigned tasks, community partners set up and engage with participants, SSI's provide crib demos, and participants complete safe sleep pre and posttest.
June-July	Input data Analyze data Send community partners survey	Sarah H. Maria B, KIDS Network	Input data from pre and posttest, send to KIDS network for analysis, send survey to community partners.
July	Review data, feedback, and complete SWAT analysis	MCH staff	Review data from pre and posttest, feedback from participant and community partners survey. Do a SWAT analysis as a team to determine how to make the next community baby shower better.

Kansas Department of Health and Environment (KDHE)
 Fiscal Year 2025 Mini-Grant Application – **Due Date December 6, 2024, by 12:00 pm**
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8/31/2025	Submit grant report	Sarah, Brevia	Complete grant report and submit it by the deadline.
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Attachment: KDHE Core SIPP Mini-grant FY25 Application.doc (1) (15182 : Request to Apply - KDHE Core/SIPP Community Baby Shower Grant)

IT/GIS
Purchase > \$10K

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

COMMISSION AGENDA REPORT

FROM: Cory Meyer
MEETING: December 2, 2024
SUBJECT: CivicClerk Purchase to replace MinuteTraq
PRESENTER: Cory Meyer

BACKGROUND

Riley County currently uses a product called MinuteTraq from IQM2/Granicus. The company has decided to sunset the product as of September 2025 due to a buyout allowing a 6 month grace period past the September date if you stay with one of their products. The company is encouraging customers to switch to 1 of 2 other products they are offering in its place. Cindy Kabriel and I saw a demonstration of both of them and quickly determined that neither product would come close to what we have now. In addition, they did not offer any existing customer incentives on pricing and were reluctant to convert any existing data for the past 5 years. The pricing for their replacement products is more than we will be recommending we go with today and has far less functionality. We also have a date of March 1, 2025 for renewal agreement which we pay \$12,000 per year. If we renew then we can use the product until September, but we cannot use it past September unless we agree to one of their products.

After unraveling what Granicus was doing and seeing that their products would clearly not work for our needs. Cindy and I started looking at other options and what other counties were using. The products used were a little far and wide, but CivicsPlus has a product called CivicClerk so I scheduled a demo and Cindy K, Michelle A, Vivienne, and I saw the demo. The CivicClerk product made sense, understandable how to use it, and has a growing market in the area of County Commission Minutes. We determined it as a suitable replacement and then brought them in for a 2nd demo so Rich could see parts of the product. We had some follow-up questions which were answered and after our internal group met again we decided this was our product to recommend as the replacement for MinuteTraq.

DISCUSSION

The IT/GIS department would like to move forward with the purchase of CivicClerk with Live Stream. The meeting minutes and video will be hosted on our Riley County website. This will also allow for public searches against our Commission Meetings, Website Content, and Social Media backups all in one single search.

We would like to move forward quickly so that we can complete the installation, training, and Go Live by March 1, 2025 so that we do not have to renew with Granicus.

FISCAL IMPACT

The IT/GIS budget currently pays the cost of MinuteTraq and will continue to pay for CivicClerk. The purchase price for CivicClerk is \$20,375.00 for the 1st year. The on-going years are lower and can be seen in the attached agreement. The IT/GIS budget will use the \$12,000 that was budgeted to pay Granicus plus money budgeted for this possible replacement.

RECOMMENDATION(S)

The IT/GIS Director, Cindy K, Michelle A, Vivienne, and Rich recommend that the BOCC approve the purchase of CivicClerk to replace MinuteTraq.

POSSIBLE MOTION(S)

1. Allow IT/GIS to proceed with the purchase of CivicClerk from CivicPlus to replace MinuteTraq.
2. Disallow IT/GIS to proceed with the purchase of CivicClerk from CivicPlus to replace MinuteTraq.
3. Table the decision for more discussion at a later time.

Enclosures:

- CivicClerk Quote - LIVESTREAMING INCLUDED (PDF)


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-81597-1
8/19/2024 1:39 PM
1/31/2025

Client:
Riley County, KS

Bill To:
RILEY COUNTY, KANSAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jacen Clapp	785-222-4874	jacen.clapp@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design
1.00	CivicPlus Media: Implementation Fee	CivicPlus Media: Implementation Fee
1.00	AMM Select: Live Meeting Manager Implementation Fee	Live Meeting Manager Implementation
1.00	AMM Select: Historical Import Fee without Videos (750+)	Historical import of more than 750 meetings; Volume is calculated based on number of meetings being imported; Import does not include any video files

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams
1.00	AMM Select: Live Meeting Manager Annual Fee	AMM Select: Live Meeting Manager Annual Fee

List Price - Initial Term Total	USD 24,850.00
Total Investment - Initial Term	USD 20,375.00
Annual Recurring Services (Subject to Uplift)	USD 17,900.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Attachment: CivicClerk Quote - LIVESTREAMING INCLUDED (15202 : CivicClerk Purchase)

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):

Printed Name: _____

Title: _____

Date: _____

Organization Legal Name: _____

Billing Contact: _____

Title: _____

Billing Phone Number: _____

Billing Email: _____

Billing Address: _____

Mailing Address: (If different from above) _____

PO Number: (Info needed on Invoice (PO or Job#) if required) _____

CivicPlus

By (please sign):

Printed Name: _____

Title: _____

Date: _____

Attachment: CivicClerk Quote - LIVESTREAMING INCLUDED (15202 : CivicClerk Purchase)

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: December 2, 2024
SUBJECT: Pay scale and Salary Resolutions
PRESENTER: Elizabeth Ward

BACKGROUND

Recently Riley County has made a strong commitment to total compensation for employees and remain competitive in the labor market by adopting a multi-phase salary study, committing to COLA and merit increases and re-evaluating employee benefits such as leave and health insurance coverage.

For the 2025 budget year, the Commissioners approved a merit and COLA increase to be effective for the start of the 2025 payroll year.

Starting in 2023, the Riley County approved pay process outlined weighted merit increases for each year of experience directly related to the position duties. Again in 2025 the years of experience have been placed in a consistent chart outlining the exact rate of pay for each position Range and applicable years of experience.

DISCUSSION

After placing every employee into the correct Range and years of experience based on their original hire data in 2023 and adjusting the rates to the correct pay scale rates in 2024, Riley County will use the attached Pay Scale Rates chart to determine every employee's pay rate for 2025 based on performance evaluations meeting the expectations.

Increases for 2025 will range from 3.8% for those only receiving COLA to 8.3% for those in the first year of employment receiving both COLA and Merit Employees with 6+ years of experience at Riley County, who meet performance expectations will receive 6.8% increase in 2025 for both COLA and merit.

FISCAL IMPACT

There is no additional fiscal impact from the approved 2025 budget.

RECOMMENDATION(S)

Recommendation is to approve the proposed 2025 pay scales, pay scale rates for the 2025 payroll year, and the Elected and Professional Pay resolution for 2025, effective December 21, 2024.

POSSIBLE MOTION(S)

I move the Board approve the proposed 2025 pay scales and pay scale rates for the 2025 payroll year, effective December 21, 2024.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- ##2025 Payscale(XLSX)
- 2025 Elected and Appointed Professional Positions Salary Resolution (DOCX)
- 2025 Pay Scale resolution (DOCX)
- 2025 Payscale Rates_non-exempt (PDF)
- 2025 EMS Payscale rates (PDF)
- 2025 Professional payscale (PDF)

Title

Title

ELECTION

RANGE 6

MN	\$11.00
MX	\$14.08
Temp Election	
SEASONAL	
MN	\$14.00
MX	\$17.72
Seasonal Labor	
TASND	
MN	\$15.00
MX	\$19.20
As-Needed Adult	
As-Needed Clerical	
As-Needed Museum	
Interns	

RANGE 1

MN	\$16.90
MX	\$28.30
As-Needed Legal Clerk	
Custodian I	
Legal Intern	
On Call JIAS	
Receptionist	
UA Tech	

RANGE 2

MN	\$17.44
MX	\$29.21
As-Needed Security	
Legal Receptionist	
Museum Assistant	
Weekend Museum Assist	

RANGE 3

MN	\$18.53
MX	\$31.04
Custodian II	

RANGE 4

MN	\$18.90
MX	\$31.68
Administrative Assist I	
Community Health Educator	
Customer Service Representative I	
Facility & Grounds Technician I	
Facility Technician	
Records Assistant I	

RANGE 5

MN	\$20.74
MX	\$34.75
Account Clerk	
Administrative Clerk I	
Appraiser I Personal Property	
Customer Service Representative II	
Medical Clerk	
Operator I	
Roadside Mowing/Equipment Operator	
Technical Assistant/Training & Safety Coord	
Traffic Control Technician	
WIC Clerk	

MN	\$21.53
MX	\$36.08
Appraiser I-Residential	
Facility & Grounds Technician II	
Mechanic Technician I	

RANGE 7

MN	\$22.35
MX	\$37.45
Administrative Assisat II	
Administrative Clerk II	
Appraiser I-Commercial	
Appraiser II-Personal Property	
Breastfeeding Peer Counselor/Coordinator	
Medical Clerk II	
Medical Reserve Unit Leader	
Operator II	
Records Assistant II	
Sales Verification& QC	

RANGE 8

MN	\$23.05
MX	\$38.61
Administrative Analyst	
Appraiser II-Residential	
Clerk Analyst (Tax, AP, HD, Levy)	
Legal Secretary	
Mechanic Technician II	
Payroll Clerk	

RANGE 9

MN	\$24.12
MX	\$40.45
Clerk Analyst II	
Emergency Management Planner	

RANGE 10

MN	\$26.08
MX	\$43.73
Appraiser II-Commercial	
Commercial Pesticide Applicator	
Community Liaison-Health Foundation	
Utility Technician	

RANGE 11

MN	\$27.14
MX	\$45.50
Administrative Trial Assistant	
Appraiser III-Personal Property	
Child Care Facilitator	
GIS Technican	
Information Technology Technician	
Intensive Supervision Officer/Case Mgr I	
Licensed Practical Nurse	
Maternal Child Health Home Visitor	
Raising Riley Early Childhood Facilitator	
Victim/Witness Coordinator	

Title

Title

RANGE 12

MN	\$28.25
MX	\$47.37
Appraiser III-Residential	
Assistant Vehicle Supervisor	
Child Care Surveyor	
Community Outreach Coordinator	
Curator	
Custodial Manager	
GIS Specialist	
Information Technology Specialist	
Interpreter	
Legal Assistant	
Parks Supervisor	
Purchasing Agent	

RANGE 13

MN	\$29.41
MX	\$49.28
Appraiser III -Commercial	
Appraiser III -Land/Residential	
Emergency Response Coordinator	
Engineering Technician	
GIS Analyst	
P&D Compliance Specialist	
Senior Analyst	
System Analyst	

RANGE 14

MN	\$30.63
MX	\$51.34
Appraiser IV-Commercial	
Asphalt Supervisor	
Bridge Supervisor	
Dietitian	
Facility Supervisor	
Gravel Road Supervisor	
Hazardous Waste Program Coordinator	
Health Educator	
Intensive Supervision Manager	
Shop Supervisor	
Traffic Control Supervisor	

RANGE 15

MN	\$31.91
MX	\$53.48
Appraisal Analyst	
Assist Director of Emergency Management	
Bilingual Navigator	
Deputy Fire Chief	
Parks Manager	
Real Estate Specialist	
Senior Administrative Assistant	
Senior Legal Assistant	
Tax Supervisor	

2025 Pay Ranges

2025 Pay Ranges

2025 Pay Ranges

2025 Pay Ranges

RANGE 16

MN	\$33.26
MX	\$55.75
As-Needed Commerical Real Estate Analyst	
Commercial Real Estate Analyst	
Deeds Supervisor	
Environmental Health Specialist	
Office Manager	
Senior GIS Analyst	
Social Worker	

RANGE 17

MN	\$34.66
MX	\$58.11
Adminstrative Services Manager	
Child Care Licensing Supervisor	
Payroll, Benefist/Employee Relations Mgr	
Raising Riley Supervisor	
Vehicle Supervisor	
WIC Supervisor	

RANGE 18

MN	\$36.15
MX	\$60.56
Elections Manager	
GIS Manager	
Health Equity Nurse	
Public Health Nurse (MCH & Clinic)	

RANGE 19

MN	\$37.71
MX	\$63.21
Clinic Supervisor	
Maternal Child Health Supervisor	
P&D Planner	

RANGE 20

MN	\$39.33
MX	\$65.93

RANGE 21

MN	\$41.06
MX	\$68.82
Network Systems Administrator	

RANGE 22

MN	\$42.85
MX	\$71.80

RANGE 23

MN	\$44.74
MX	\$74.96
Assistant County Appraiser	
Ops/Fleet Manager	

2025 Pay Ranges

2025 Pay Ranges

2025 Pay Ranges

2025 Pay Ranges

Attachment: :##2025 Payscale (15203) : 2025 Pay Scale Resolution (n)

RESOLUTION NO.

A RESOLUTION ESTABLISHING THE SALARIES FOR CERTAIN ELECTED AND APPOINTED OFFICIALS AND OTHER PROFESSIONAL POSITIONS OF RILEY COUNTY, KANSAS

WHEREAS, in 1975 Riley County passed Charter Resolution No.1, which provided authority for the Riley County Commissioners, by ordinary resolution, to establish the salaries of the Riley County Attorney, County Clerk, County Treasurer, Register of Deeds, County Counselor and County Commissioners; and

WHEREAS, Charter Resolution No. 1 authorized the Riley County Board of County Commissioners, by ordinary resolution, to modify those officials' salaries at any time; and

WHEREAS, K.S.A. 19-101a, as amended, provides that all counties are empowered to transact all county business and perform such powers of local legislation and administration as they deem appropriate when the Legislature of the State of Kansas has not enacted legislation which applies uniformly to all counties; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS:

Effective December 21, 2024, the salaries of the following elected and appointed County officials and other professional positions of Riley County, Kansas, shall be established as shown in the below chart.

All salaries of appointed County officials and other professional positions are conditional upon a satisfactory or above performance evaluation.

Elected/Appointed/Other Professional Position	2025 Annualized Salary
Commissioner	\$ 60,528.24
Commissioner	\$ 60,528.24
Commissioner	\$ 60,528.24
County Attorney	\$ 210,816.82
County Clerk	\$ 204,099.19
County Treasurer	\$ 171,345.91
Register of Deeds	\$ 161,601.10
Advanced Practice Register Nurse (APRN)	\$ 119,089.95
Deputy County Attorney	\$ 181,632.07
Assistant County Attorney	\$ 177,000.00
Assistant County Attorney	\$ 157,000.00
Assistant County Attorney	\$ 131,214.87
Assistant County Attorney	\$ 131,214.87

Assistant County Attorney	\$ 127,000.00
Assistant County Attorney	\$ 156,000.00
Asst. Public Works Director/ Asst. County Engineer	\$ 126,777.64
Budget & Finance Manager	\$ 102,281.07
Community Corrections Director	\$ 116,744.08
County Appraiser	\$ 147,683.49
County Counselor	\$ 179,870.04
Deputy Riley County Counselor	\$ 126,777.64
Emergency Management Director	\$ 143,382.03
EMS Assistant Director	\$ 123,853.79
EMS Director	\$ 165,760.76
Historical Museum Director	\$ 117,090.34
Human Resources Director	\$ 116,744.08
IT/GIS Director	\$ 143,382.03
Noxious Weed Director	\$ 120,304.15
Planning & Development Director	\$ 147,683.49
Public Information Officer	\$ 98,163.91
Public Works Director/Engineer	\$ 175,718.87
Staff Development Specialist	\$ 110,368.87

**Deputy positions indicated with * also receive a deputy stipend of \$3,000 annually.*

ADOPTED this 2nd day of December 2024.

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

John Ford, Chair

Greg McKinley, Vice Chair

Kathryn Focke, Member

ATTEST:

(Seal)

Rich Vargo, Riley County Clerk

RESOLUTION NO. 120224-**A RESOLUTION ESTABLISHING THE PAY SCALE FOR CLASSIFIED,
PROFESSIONAL AND EMS EMPLOYEES OF RILEY COUNTY, KANSAS**

WHEREAS K.S.A. 19-101a, as amended, provides that all counties are empowered to transact all county business and perform such powers of local legislation and administration as they deem appropriate when the Legislature of the State of Kansas has not enacted legislation which applies uniformly to all counties.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS:

Section 1. Effective December 21, 2024, the pay scales for the classified, professional and EMS employees of Riley County, Kansas, shall be modified and established as shown on Exhibit A, attached.

ADOPTED AND APPROVED this 2nd day of December 2024.

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

John Ford, Chair

Greg McKinley, Vice Chair

Kathryn Focke, Member

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: 2025 Pay Scale resolution (15203 : 2025 Pay Scale Resolution)

2025 INTERNAL Nonexempt pay rates - 3.8% proposed COLA																			
Range	0 years	1 year	2 years	3 years	4 years	5 years	6 years	7 years	Mid	9 years	10 years	11 years	12 years	13 years	14 years	15 years	Max	Range	
Election	\$11.00	\$11.55	\$12.01	\$12.37	\$12.74	\$13.12	\$13.51	\$13.92	\$14.08									Election	
Seasonal	\$14.00	\$14.42	\$15.07	\$15.52	\$15.99	\$16.47	\$16.96	\$17.47	\$17.72									Seasonal	
TASND	\$15.00	\$15.68	\$16.39	\$16.96	\$17.47	\$17.99	\$18.53	\$19.09	\$19.20									TASND	
1	\$16.90	\$17.66	\$18.37	\$19.10	\$19.77	\$20.46	\$21.07	\$21.70	\$22.35	\$23.02	\$23.71	\$24.42	\$25.15	\$25.90	\$26.68	\$27.48	\$28.30	1	
2	\$17.44	\$18.22	\$18.95	\$19.71	\$20.40	\$21.11	\$21.74	\$22.39	\$23.06	\$23.75	\$24.46	\$25.19	\$25.95	\$26.73	\$27.53	\$28.36	\$29.21	2	
3	\$18.53	\$19.36	\$20.13	\$20.94	\$21.67	\$22.43	\$23.10	\$23.79	\$24.50	\$25.24	\$26.00	\$26.78	\$27.58	\$28.41	\$29.26	\$30.14	\$31.04	3	
4	\$18.90	\$19.75	\$20.54	\$21.36	\$22.11	\$22.88	\$23.57	\$24.28	\$25.01	\$25.76	\$26.53	\$27.33	\$28.15	\$28.99	\$29.86	\$30.76	\$31.68	4	
5	\$20.74	\$21.67	\$22.54	\$23.44	\$24.26	\$25.11	\$25.86	\$26.64	\$27.44	\$28.26	\$29.11	\$29.98	\$30.88	\$31.81	\$32.76	\$33.74	\$34.75	5	
6	\$21.53	\$22.50	\$23.40	\$24.34	\$25.19	\$26.07	\$26.85	\$27.66	\$28.49	\$29.34	\$30.22	\$31.13	\$32.06	\$33.02	\$34.01	\$35.03	\$36.08	6	
7	\$22.35	\$23.36	\$24.29	\$25.26	\$26.14	\$27.05	\$27.86	\$28.70	\$29.56	\$30.45	\$31.36	\$32.30	\$33.27	\$34.27	\$35.30	\$36.36	\$37.45	7	
8	\$23.05	\$24.09	\$25.05	\$26.05	\$26.96	\$27.90	\$28.74	\$29.60	\$30.49	\$31.40	\$32.34	\$33.31	\$34.31	\$35.34	\$36.40	\$37.49	\$38.61	8	
9	\$24.12	\$25.21	\$26.22	\$27.27	\$28.22	\$29.21	\$30.09	\$30.99	\$31.92	\$32.88	\$33.87	\$34.89	\$35.94	\$37.02	\$38.13	\$39.27	\$40.45	9	
10	\$26.08	\$27.25	\$28.34	\$29.47	\$30.50	\$31.57	\$32.52	\$33.50	\$34.51	\$35.55	\$36.62	\$37.72	\$38.85	\$40.02	\$41.22	\$42.46	\$43.73	10	
11	\$27.14	\$28.36	\$29.49	\$30.67	\$31.74	\$32.85	\$33.84	\$34.86	\$35.91	\$36.99	\$38.10	\$39.24	\$40.42	\$41.63	\$42.88	\$44.17	\$45.50	11	
12	\$28.25	\$29.52	\$30.70	\$31.93	\$33.05	\$34.21	\$35.24	\$36.30	\$37.39	\$38.51	\$39.67	\$40.86	\$42.09	\$43.35	\$44.65	\$45.99	\$47.37	12	
13	\$29.41	\$30.73	\$31.96	\$33.24	\$34.40	\$35.60	\$36.67	\$37.77	\$38.90	\$40.07	\$41.27	\$42.51	\$43.79	\$45.10	\$46.45	\$47.84	\$49.28	13	
14	\$30.63	\$32.01	\$33.29	\$34.62	\$35.83	\$37.08	\$38.19	\$39.34	\$40.52	\$41.74	\$42.99	\$44.28	\$45.61	\$46.98	\$48.39	\$49.84	\$51.34	14	
15	\$31.91	\$33.35	\$34.68	\$36.07	\$37.33	\$38.64	\$39.80	\$40.99	\$42.22	\$43.49	\$44.79	\$46.13	\$47.51	\$48.94	\$50.41	\$51.92	\$53.48	15	
16	\$33.26	\$34.76	\$36.15	\$37.60	\$38.92	\$40.28	\$41.49	\$42.73	\$44.01	\$45.33	\$46.69	\$48.09	\$49.53	\$51.02	\$52.55	\$54.13	\$55.75	16	
17	\$34.66	\$36.22	\$37.67	\$39.18	\$40.55	\$41.97	\$43.23	\$44.53	\$45.87	\$47.25	\$48.67	\$50.13	\$51.63	\$53.18	\$54.78	\$56.42	\$58.11	17	
18	\$36.15	\$37.78	\$39.29	\$40.86	\$42.29	\$43.77	\$45.08	\$46.43	\$47.82	\$49.25	\$50.73	\$52.25	\$53.82	\$55.43	\$57.09	\$58.80	\$60.56	18	
19	\$37.71	\$39.41	\$40.99	\$42.63	\$44.12	\$45.66	\$47.03	\$48.44	\$49.89	\$51.39	\$52.93	\$54.52	\$56.16	\$57.84	\$59.58	\$61.37	\$63.21	19	
20	\$39.33	\$41.10	\$42.74	\$44.45	\$46.01	\$47.62	\$49.05	\$50.52	\$52.04	\$53.60	\$55.21	\$56.87	\$58.58	\$60.34	\$62.15	\$64.01	\$65.93	20	
21	\$41.06	\$42.91	\$44.63	\$46.42	\$48.04	\$49.72	\$51.21	\$52.75	\$54.33	\$55.96	\$57.64	\$59.37	\$61.15	\$62.98	\$64.87	\$66.82	\$68.82	21	
22	\$42.85	\$44.78	\$46.57	\$48.43	\$50.13	\$51.88	\$53.44	\$55.04	\$56.69	\$58.39	\$60.14	\$61.94	\$63.80	\$65.71	\$67.68	\$69.71	\$71.80	22	
23	\$44.74	\$46.75	\$48.62	\$50.56	\$52.33	\$54.16	\$55.78	\$57.45	\$59.17	\$60.95	\$62.78	\$64.66	\$66.60	\$68.60	\$70.66	\$72.78	\$74.96	23	
		4.5%	4.0%	4.0%	3.5%	3.5%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%		

2025 INTERNAL EMS Pay rates

<u>Range</u>	<u>0 years</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>6 years</u>	<u>7 years</u>	<u>Mid</u>	<u>9 years</u>	<u>10 years</u>	<u>11 years</u>	<u>12 years</u>	<u>13 years</u>	<u>14 years</u>	<u>15 years</u>	<u>Max</u>	<u>Range</u>
EMT	\$17.85	\$18.65	\$19.40	\$19.98	\$20.58	\$21.20	\$21.84	\$22.50	\$23.18	\$ 23.88	\$24.60	\$25.34	\$26.10	\$26.88	\$27.69	\$28.52	\$29.38	EMT
AEMT	\$19.25	\$20.12	\$20.92	\$21.55	\$22.20	\$22.87	\$23.56	\$24.27	\$25.00	\$ 25.75	\$26.52	\$27.32	\$28.14	\$28.98	\$29.85	\$30.75	\$31.67	AEMT
PARAM	\$21.78	\$22.76	\$23.67	\$24.38	\$25.11	\$25.86	\$26.64	\$27.44	\$28.26	\$ 29.11	\$29.98	\$30.88	\$31.81	\$32.76	\$33.74	\$34.75	\$35.79	PARAM
LIEUT	\$24.60	\$25.71	\$26.74	\$27.54	\$28.37	\$29.22	\$30.10	\$31.00	\$31.93	\$ 32.89	\$33.88	\$34.90	\$35.95	\$37.03	\$38.14	\$39.28	\$40.46	LIEUT
CAPT	\$28.34	\$29.62	\$30.80	\$31.72	\$32.67	\$33.65	\$34.66	\$35.70	\$36.77	\$ 37.87	\$39.01	\$40.18	\$41.39	\$42.63	\$43.91	\$45.23	\$46.59	CAPT

2025 Riley County Professional Pay Scale

Position	Pay Grade	Minimum	Mid-range	Maximum
Commissioner	COMM	\$46,417.51	\$60,528.24	\$ 74,442.10
Public Information Officer	AA	\$87,269.38	\$113,798.87	\$ 139,958.26
Staff Development Specialist - BC Training	BB	\$92,487.31	\$120,603.05	\$ 148,326.53
Museum Director	BB	\$92,487.31	\$120,603.05	\$ 148,326.53
Budget & Finance Officer	CC	\$97,876.62	\$127,630.67	\$ 156,969.62
Noxious Weed Director	CC	\$97,876.62	\$127,630.67	\$ 156,969.62
Human Resources Director	DD	\$103,787.45	\$135,338.37	\$ 166,449.13
Assistant EMS/Ambulance Dir-Dep Chief	DD	\$103,787.45	\$135,338.37	\$ 166,449.13
Community Corrections Director	DD	\$103,787.45	\$135,338.37	\$ 166,449.13
Register of Deeds	DD	\$103,787.45	\$135,338.37	\$ 166,449.13
County Treasurer	EE	\$110,046.01	\$143,499.50	\$ 176,486.29
Advanced Practice Register Nurse (APRN)	FF	\$116,652.23	\$152,113.99	\$ 187,081.01
Emergency Management Director-Fire Chief	FF	\$116,652.23	\$152,113.99	\$ 187,081.01
County Appraiser	FF	\$116,652.23	\$152,113.99	\$ 187,081.01
Planning and Development Director	FF	\$116,652.23	\$152,113.99	\$ 187,081.01
Information Technology Director	FF	\$116,652.23	\$152,113.99	\$ 187,081.01
Assistant County Attorney	FF	\$116,652.23	\$152,113.99	\$ 187,081.01
Assistant County Engineer	FF	\$116,652.23	\$152,113.99	\$ 187,081.01
Assistant County Counselor	FF	\$116,652.23	\$152,113.99	\$ 187,081.01
No Position	GG	\$123,606.16	\$161,181.89	\$ 198,233.40
County Clerk	HH	\$131,081.65	\$170,929.86	\$ 210,222.17
EMS/Ambulance Director	II	\$138,904.82	\$181,131.26	\$ 222,768.60
Health Dept Administrator	II	\$138,904.82	\$181,131.26	\$ 222,768.60
Public Works Director/Engineer	JJ	\$147,249.54	\$192,012.75	\$ 236,151.46
No Position	KK	\$155,594.26	\$202,894.22	\$ 249,534.30
County Attorney	LL	\$165,504.27	\$215,816.82	\$ 265,427.47
County Counselor	LL	\$165,504.27	\$215,816.82	\$ 265,427.47