



**CITY COMMISSION
WEDNESDAY, MAY 15, 2024 AT 11:00 AM
CITY COMMISSION CHAMBER**

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Danny Giefer

MEMBERS PRESENT

Vice Mayor Erren Harter
Commissioner Susan Brinkman
Commissioner Jamie Sauder
Commissioner Becky Smith

PROCLAMATIONS

Proclamation Naming May 17th as World Neurofibromatosis Awareness Day.

Accepted by: Ginny Samples, SOS Child Advocacy Center Director

Proclamation Recognizing May 27th-June 2nd as MUPP Walk, Run & Bike Week.

Accepted by: Daphne Mertens, Jackie Miller, & Eric Paul, MUPP Board Members.

Proclamation Recognizing May 19th-25th as Public Works Week.

Accepted by: Dean Grant, Public Works Director

PUBLIC FORUM

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.

NEW BUSINESS

1) Appoint Member to the Emporia Human Relations Commission.

Presented by: Becky Smith, City Commissioner, & Commissioner Jamie Sauder

Recommended Action: Approve the appointment of Julie Helms to the Emporia Human Relations Commission.

2) City of Emporia Strategic Plan 2024-2026.

Presented by: Tayler Wash, Director of Special Projects

Recommended Action: Approve the City of Emporia Strategic Plan for 2024-2026.

3) KDOT Economic Development Project No. KA-7312-01 Agreement No. 235-24.

Presented by: Jim Ubert, City Engineer

Recommended Action: Approve KDOT Economic Development Agreement No. 235-24 (KDOT Project No. KA-7312-01) for the proposed roadway, waterline, and storm sewer improvements along Overlander Road from US-50 Highway to 6th Avenue (including the 6th Avenue intersection

and adjacent RCB bridge) and authorize the mayor/city manager to sign the agreement.

4) **KDOT CCLIP-GI Project No. 56 KA-7274-01 Agreement No. 293-24.**

Presented by: Jim Ubert, City Engineer

Recommended Action: Staff recommends the City Commission approve KDOT CCLIP-GI Agreement No. 293-24 (KDOT Project No. 56 KA-7274-01) for the geometric improvements of K-99 Highway from Soden's Bridge to Kansas Avenue and authorize the mayor/city manager to sign the agreement.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

- 1) Financials & Permits

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

- 1) Commission Meeting Minutes for May 1, 2024.
- 2) Ordinance No. 24-15 Authorizing Beer Garden for the All Things Gravel Expo Block Party from May 30 through May 31, 2024.
- 3) Reschedule the June 19, 2024, City Commission Meeting to Tuesday, June 18, 2024, at 11:00 a.m.

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

- 1) Informational Items

GOVERNING BODY COMMENTS

Mayor Danny Giefer

Vice Mayor Erren Harter

Commissioner Susan Brinkman

Commissioner Jamie Sauder

Commissioner Becky Smith

EXECUTIVE SESSION

- 1) Recess into Executive Session for consultation with the City Attorney regarding a legal matter which would be deemed privileged in the attorney-client relationship for 20 minutes, and to invite Tayler Wash, Special Projects Director, and stating at which time the open meeting will resume in the City Commission Meeting Room.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

- 1) Discuss Economic Development Consultant.
- 2) Discuss Skate Park Final Concept.
- 3) Budget Discussion.
- 4) Discuss Emporia Animal Shelter Proposal

ADJOURNMENT



PROCLAMATION

WHEREAS, The Children's Tumor Foundation is observing May 17, 2024, as World NF Awareness Day to educate the public about this rare genetic condition; and

WHEREAS, the global community recognizes the importance of raising awareness about NF, its impact on individuals and families, and the need for continued research and support; and

WHEREAS, although over 4 million people around the world are living with NF and 1 in every 2,000 births is diagnosed with NF, it is still relatively unknown to the public; and

WHEREAS, NF affects all populations equally, regardless of race, ethnicity, or gender; and

WHEREAS, NF causes tumors to grow on nerves throughout the body and also can affect the development of the brain, cardiovascular system, bones, skin; and

WHEREAS, the disorder can lead to blindness, deafness, bone abnormalities, disfigurement, learning disabilities, disabling pain, and cancer; and

WHEREAS, The Children's Tumor Foundation leads efforts to promote and financially sponsor world-class medical research aimed at finding effective treatments and, ultimately, a cure for NF; and

WHEREAS, The Children's Tumor Foundation is connecting the unconnected, leading the way through innovative and inventive approaches to scientific advancement and improved patient care, revamping systems to accelerate the path from discovery to treatment; and

WHEREAS, The Children's Tumor Foundation provides patient and family support through its information resources, youth programs, and community activities; and

WHEREAS, much remains to be done in raising public awareness of NF to help promote early diagnosis, proper management and treatment, prevention of complications, and support for research;

NOW THEREFORE, I, Danny Giefer, Mayor of the City of Emporia in recognition of this important initiative, do hereby proclaim May 17, 2024, as

“World NF Awareness Day.”

On this 15th Day of May 2024

ATTEST:

Danny Giefer, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, From May 27th, 2024 through June 2nd, 2024, Emporia will be the focus of two major bicycling and running events: and

WHEREAS, From May 27th to June 2nd, Emporia will once again be the host to the Garmin UNBOUND Gravel bike race which is one of North America's premier, annual, ultra-endurance cycling challenges; this year's event will include the rides of 25, 50, 100, 200 & 350 miles and the High School Junior ride as well as the open air, market style "All Things Gravel" expo; and

WHEREAS, The UNBOUND Gravel rides will bring in over 4,500 participants from all 50 states, Puerto Rico, and 44 foreign countries. In addition, more than 10,000 friends, family, fans, and supporters will visit our community: and

WHEREAS, On May 29th & May 30th, the 43rd Annual Law Enforcement Torch Run will enter Lyon County at the Coffey County line, and local law enforcement officers will carry the Torch to El Dorado with an eventual destination at the summer games of the Special Olympics in Wichita; and

WHEREAS, we encourage our community to welcome these guests to our City, as they deserve recognition for the many countless hours of training they have endured to prepare for these events transpiring in these Flint Hills we call home; and

WHEREAS, the Multi-Use Path Planning Board encourages everyone to walk, run or ride a bicycle to work during the week of these events,

NOW, THEREFORE, I, Danny Giefer, Mayor of Emporia, Kansas do proclaim that the week of May 27th through June 2nd as

WALK, RUN & BIKE WEEK

in Emporia, Kansas. I encourage the residents of Emporia to follow the example of our running and bicycling visitors and get up, get out, and walk, run, or bicycle. Exercise leads to a healthy lifestyle and reduces illnesses

On this 15th Day of May 2024

ATTEST:

Danny Giefer, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Emporia, Kansas; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Emporia, Kansas to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

THEREFOR BE IT RESOLVED, I, Danny Giefer, Mayor of the City of Emporia, do hereby designate the week of May 19–25, 2024, as

National Public Works Week

I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

On this 15th Day of May 2024

ATTEST:

Danny Giefer, Mayor

Kerry Sull, City Clerk



Commission Action Report

Appoint Member to the Emporia Human Relations Commission

Title: Appoint Member to the Emporia Human Relations Commission

Agenda Date: May 15, 2024

Presented By: Commissioner Smith & Commissioner Sauder

Background:

The Emporia Human Relations Commission requests that the City Commission fill board openings with qualified candidates.

Discussion:

Applications were received, and interviews were conducted by Commissioners Becky Smith and Jamie Sauder.

Interviewing Commissioners recommend the appointment of Julie Helms to fill an unexpired term ending 06/01/2025.

Recommended action:

Approve the appointment of Julie Helms to the Emporia Human Relations Commission.

Online Form Submittal: Board Application Form

noreply@civicplus.com <noreply@civicplus.com>

Tue 4/9/2024 9:38 PM

To:Sue Bryson <sbryson@emporiaks.gov>;Emporia Info <emporiainfo@emporiaks.gov>

Board Application Form

Select the Board, Commission, or Committee applying for Emporia Human Relations Commission

Personal Information

First Name	Julie
Last Name	Helms
Address1	7 Norton circle
Address2	Field not completed.
City	Emporia
State	KS
Zip	66801
Home Phone Number	6202030175
Business Address	1000 Lincoln
Business Phone Number	6203432211
Occupation	Individual placement specialist
Email Address	jewels6689@gmail.com

Residency Information

Length of Residency in Emporia	39
Are you a registered voter	Yes

Education and Hobbies

High School	Field not completed.
College	Field not completed.
Trade or Business School	Field not completed.
Hobbies	Field not completed.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which

Field not completed.

Have you served on a Board, Commission, or Committee before?

No

If yes, which

Field not completed.

Please, list organization memberships and positions held.

Field not completed.

Please, list areas of special interest.

Field not completed.

Please, enter basic resume information below.

Management skills 8 years, CrossWinds 1 year and half.
Leadership skills

Please, enter why you would like to be a member of this board or commission.

Further and utilize skills in community.

Email not displaying correctly? [View it in your browser.](#)



Commission Action Report

Approval of City of Emporia Strategic Plan 2024-2026

Title: Approval of City of Emporia Strategic Plan 2024-2026

Agenda Date: May 15, 2024

Presented By: Tayler Wash, Director of Special Projects

Background:

The Commission and staff have worked diligently over the last few months to develop a comprehensive strategic plan aligned with the organization's vision, values, and priorities. The strategic plan outlines key priorities and initiatives aimed at fostering organizational growth, enhancing operational efficiency, and maximizing impact.

Discussion:

This strategic plan reflects a forward-thinking approach that capitalizes on:

- responsible stewardship of resources
- community growth
- quality of life
- engaging and informing citizens

The implementation framework of this plan delineates a set of objectives that represent our organizational aspirations and values. These objectives serve as guiding principles for decision-making, resource allocation, and performance evaluation across all levels of the organization. The framework includes quarterly updates to evaluate progress on each objective and a bi-annual review/revision of the strategic plan based on progress realized and needs assessed.

Financial Considerations:

N/A

Recommended Action:

Approve the City of Emporia Strategic Plan for 2024-2026

Attachments:

City of Emporia Strategic Plan 2024-2026



2024 STRATEGIC PLAN



City of Emporia Strategic Plan 2024-2026

Executive Summary

The Strategic Plan for the City of Emporia, Kansas outlines our commitment to responsible stewardship, community growth, quality of life, and citizen engagement. Informed by insights gathered from community and employee surveys conducted late 2023 and early 2024, this plan reflects our dedication to meeting the current needs of Emporians while preserving resources for future generations.

Strategic Priorities

1. [Responsible Stewardship of Resources](#) efficiently managing and allocating funds, resources, and assets to meet current needs without compromising the ability of future generations of Emporians to meet their needs.
2. [Community Growth](#) Fostering a community that is conducive to population growth by either maintaining the current population level or ensuring a 0.5% yearly increase. Improving the overall appeal of our community to attract newcomers and retaining current residents.
3. [Quality of Life](#) maintaining a high quality of life for residents through exceptional provision of essential services and enhanced livability.
4. [Engage and Inform Citizens](#) engaging the public, offering clear information and educational resources on community matters. Working together to foster understanding and partnership to address local challenges and promote community well-being.

Implementation

To achieve these priorities, we will focus on objectives that emphasize:

- Efficient resource management to ensure sustainability and long-term viability.
- Initiatives to attract newcomers and retain current residents, enhancing community appeal.
- Continuous improvement of essential services to enhance quality of life for all residents.
- Transparent communication and active engagement to inform and involve citizens in decision-making processes.

The Strategic Plan for the City of Emporia, Kansas represents our commitment to building a thriving and sustainable community for current and future generations. By working together and leveraging the insights gathered from our community and employees, we are confident in our ability to realize our collective aspirations and ensure a bright future for all Emporians.

Vision Statement

“The City of Emporia is a thriving community where every citizen enjoys a high quality of life. Committed to excellence and good stewardship of our resources, we provide quality essential services and foster an environment where families and businesses flourish.”

Organizational Values

Transparency	<i>Openness in operations and decision-making processes, providing clear and accessible information to the public about government actions, policies, and finances.</i>
Collaboration	<i>Working together with stakeholders, residents, businesses, and other governmental agencies to address community needs, solve problems, and achieve common goals through shared efforts.</i>
Efficiency	<i>Optimizing resources and processes to achieve desired outcomes with minimal waste, ensuring that services are delivered in a timely and cost-effective manner.</i>
Accountability	<i>Holding municipal officials and employees responsible for their actions, decisions, and performance and ensuring that actions are taken in the best interests of the community.</i>
Equity	<i>Ensuring fair and impartial treatment of all residents, regardless of their background, socioeconomic status, or demographics, and striving to eliminate disparities, providing equal access to opportunities and services for everyone.</i>
Continuous Improvement	<i>Committing to ongoing evaluation, learning, and adaptation to enhance the effectiveness and responsiveness of municipal operations and services, striving for excellence and innovation in serving the evolving needs of the community.</i>



RESPONSIBLE STEWARDSHIP



Responsible Stewardship of Resources

Effectively managing and allocating funds, resources, and assets to meet current needs without compromising the ability of future generations of Emporians to do the same.

Objective 1: Invest in sustainable city infrastructure and assets.

Goals	
1.A	Improve condition of streets, curbs, sidewalks, and bridges on neighborhood and major streets
1.A.1	Conduct a Pavement Condition Index Analysis of All City Maintained Streets
1.B	Conduct an evaluation/master plan for Water Treatment Plant
1.C	Conduct an evaluation/master plan for Wastewater Treatment Plant
1.D	Underground Utilities Analysis or Evaluation
1.E	Increase adequacy of stormwater and drainage infrastructure
1.F	Conduct an evaluation/master plan for all City owned buildings

Objective 2: Invest in sustaining and developing our workforce.

Goals	
2.A	Maintain compensation and benefit plans that meet the needs of our workforce.
2.B	Develop and adhere to a strategic plan that guides the work of the organization.
2.C	Increase recruitment efforts and onboarding activities to increase the workforce and retain new employees.
2.D	Enhance internal communication, visibility of leadership, and collaboration amongst all departments.
2.E	Develop an employee recognition program.
2.F	Host regular morale boosting activities for employees and their families.
2.G	Identify and maintain opportunities for employees to express their opinions.
2.H	Invest in tools and processes that alleviate challenges faced by the workforce.
2.I	Successfully implement the pay-for-performance plan.
2.J	Increase opportunities for leadership development and team-building training for employees.
2.K	Increase opportunities for job specific training.
2.L	Work to develop clear paths of advancement, especially for specialized divisions.

Objective 3: Budget City finances responsibly, efficiently, and transparently.

Goals	
3.A	Maintain reserves for all funds at the level designated by policy
3.B	Ensure that the finalized budget and the budget process are accessible for the community
3.C	Implement the Tyler ERP to increase efficiency and streamline processes
3.D	Develop an enhanced Capital Improvement Plan process

COMMUNITY GROWTH



Community Growth

Fostering a community that is conducive to population growth by either maintaining the current population level or ensuring a 0.5% yearly increase. Improving the overall appeal of our community to attract newcomers and retain current residents.

Objective 4: Boost local employment opportunities and workforce viability.

Goals	
4.A	Collaborate with stakeholders to increase the number of well-paying jobs in the community.
4.B	Foster collaborative programs and partnerships with local education institutions to cultivate a skilled workforce that aligns with the needs of our community and industries.
4.C	Cultivate a thriving environment for grassroots entrepreneurial growth by fostering collaborative programs and partnerships with local business organizations and the broader community.

Objective 5: Increase business and industry growth.

Goals	
5.A	Encourage the circulation of capital within the community to bolster local economic resilience and prosperity.
5.B	Promote the longevity and expansion of our existing industrial partners through proactive support and collaboration.
5.C	Offer attractive incentives to encourage the establishment of new industrial projects.
5.D	Allocate resources and support towards the development of cycling and disc golf as industries within our community.
5.E	Explore the Emporia Municipal Airport as a potential driver of increased economic development.

Objective 6: Efficiently expand housing options.

Goals	
6.A	Encourage and invest in the development of new viable housing opportunities.
6.B	Promote revitalization and renovation of the existing housing stock.
6.C	Offer targeted incentives and assistance to stimulate housing development.
6.D	Strengthen code enforcement to maintain property standards and prevent deterioration or uninhabitability.
6.E	Streamline the permitting and licensing process to expedite developer progress.



QUALITY OF LIFE



Quality of Life

Maintaining a high quality of life for residents through exceptional provision of essential services and enhanced livability.

Objective 7: Increase resident satisfaction with delivery of essential services.

Goals	
7.A	Maintain an overall high feeling of safety in the community.
7.B	Maintain an overall high level of satisfaction with the quality of our drinking water
7.C	Increase resident satisfaction with street maintenance (including infrastructure, snow removal, etc.)
7.D	Increase resident satisfaction with animal control efforts.
7.E	Maintain an overall high level of satisfaction with Fire Department services.
7.E.1	Make considerable progress on the construction of the new fire station.
7.F	Maintain an overall high level of satisfaction with trash and recycling services.
7.G	Increase adequacy of accessibility for pedestrians with disabilities.
7.H	Maintain or increase the level of satisfaction with City parks and facilities.

Objective 8: Increase overall livability in our community.

Goals	
8.A	Invest in and support efforts to improve the quality of retail and shopping options in Emporia.
8.B	Invest in and support efforts to improve the quality and diversity of restaurants in Emporia.
8.C	Invest in and support efforts to improve the quality of the Emporia Public Library.
8.D	Invest in and support efforts to improve the quality of Downtown Emporia.
8.E	Invest in and support efforts to improve the quality of the Emporia Recreation Center.
8.F	Invest in the development of improved pedestrian and bike infrastructure.
8.G	Offer support and assistance to community organizations to facilitate high-quality community events.
8.H	Improve city enforcement of mowing and weed ordinances.

ENGAGE AND INFORM CITIZENS



Engage and Inform Citizens

Engaging the public, offering clear information and educational resources on community matters. Working together to foster understanding and partnership to address local challenges and promote community well-being.

Objective 9: Maintain high standards of communication between the City and residents.

Goals	
9.A	Enhance satisfaction with efforts to keep residents informed.
9.B	Enhance satisfaction with usefulness and accessibility of information on City website.
9.C	Enhance social media presence and engagement.

Objective 10: Amplify community engagement and interaction.

Goals	
10.A	Maintain a high level of satisfaction with customer service from the City.
10.B	Empower and enhance the functionality of Boards and Commissions.
10.B.1	Increase the amount and diversity of membership for Boards and Commissions.
10.C	Conduct outreach events and initiatives to cultivate a meaningful rapport between all residents and the municipality.
10.D	Continue to administer community surveys.

Objective 11: Establish and sustain programs and initiatives aimed at educating residents about the functions of their government.

Goals	
11. A	Sustain and enrich the Citizen's Academy.
11.B	Establish and maintain the Civic Leadership Institute.
11.C	Solicit public input for ideas on preferred avenues to educate about government processes.



IMPLEMENTING THE PLAN



Implementing the Plan and Evaluating Our Progress

Where do we start? Outlined below are the steps that we should take to ensure that the plan is viable.

1. **Communicate the Plan:** Ensure that all stakeholders understand the strategic plan, including the objectives and goals. Clear communication is essential for gaining buy-in and alignment.
2. **Assign Responsibilities:** All in all, the strategic plan is everyone's responsibility. However, every member of the organization should be able to see where they fit into this plan and how the work they do contributes to progress in each area.
3. **Monitor Progress:** We should work to not just regularly monitor progress but also prioritize sharing said progress with internal and external stakeholders.
4. **Adapt and Adjust:** This plan should be a living document that grows and evolves as the needs and circumstances of our community do.
5. **Celebrate Successes:** Recognize and celebrate achievements and milestones along the way to keep morale high and maintain momentum.

How do we measure our progress?

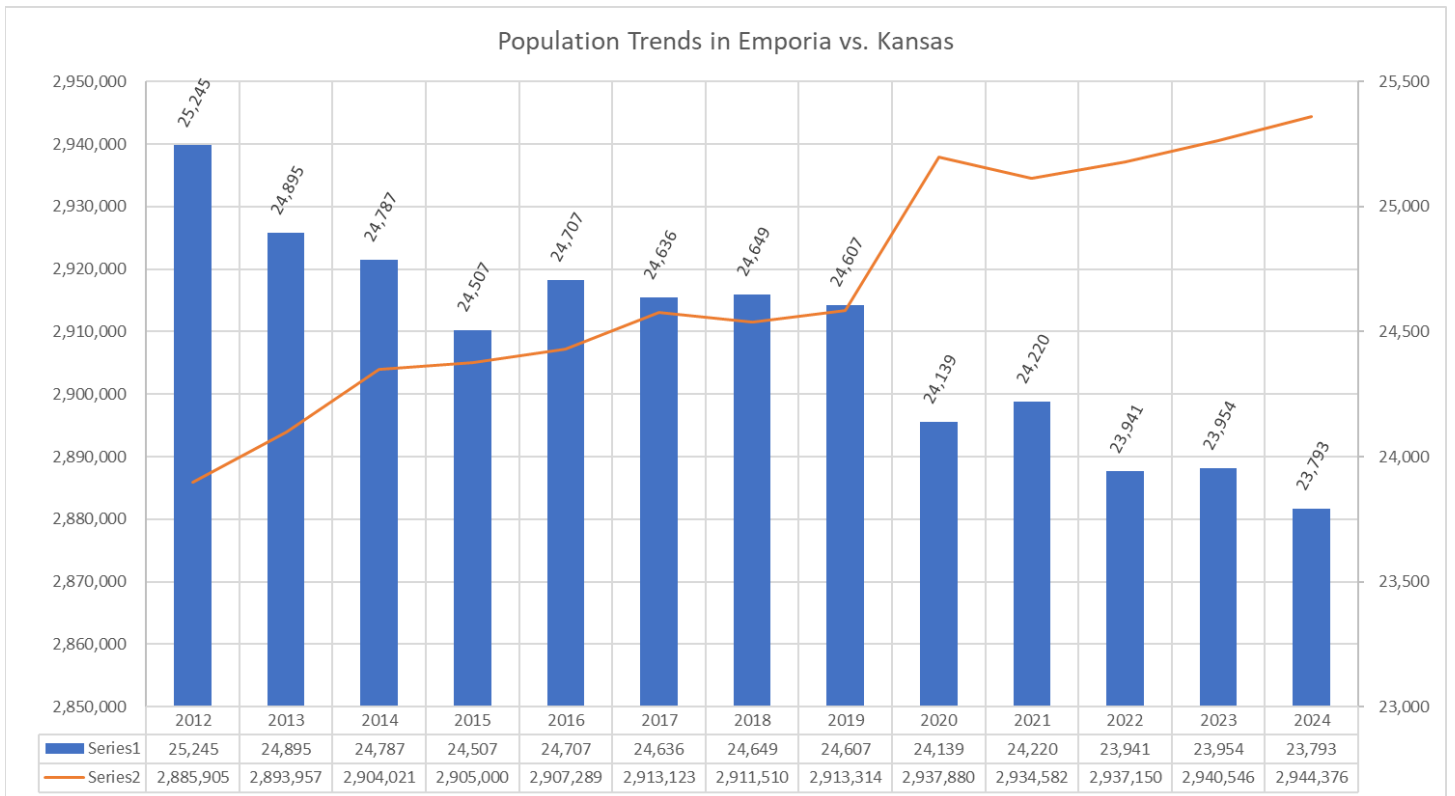
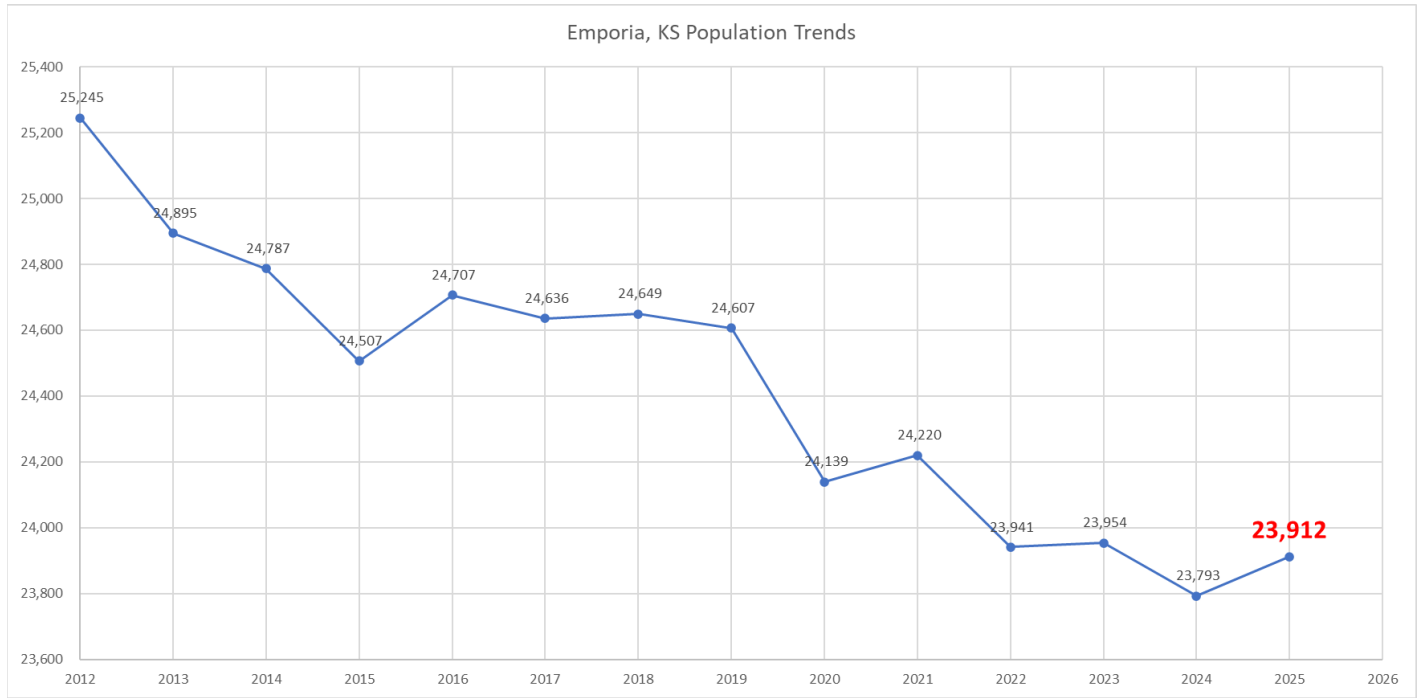
This strategic plan should serve as the compass for the City's decision-making processes and priorities. Our primary goal should be to ensure that our actions and choices are in harmony with the objectives outlined within it. To gauge our progress effectively, our initial focus lies in aligning our decision-making practices with the principles and goals set forth in this plan. This includes aligning every item on our Commission Agendas with an objective from this plan. Furthermore, updates regarding this plan will be based on the actions that have been taken in relation to each objective.

However, the true measure of progress goes beyond mere alignment; it stems from the data points that informed the development of this plan. We rely on insights gleaned from sources such as the community survey, the employee satisfaction survey, and anecdotal observations from the Commission. These sources provide invaluable perspectives on the needs, aspirations, and concerns of our community members, as well as the internal dynamics and morale of our workforce.

By anchoring our progress assessment in these foundational elements, we ensure that our strategic endeavors remain firmly rooted in the realities and aspirations of those we serve.

Appendix

Appendix A: Emporia, KS Population Trends 2012-2024





Commission Action Report

Overlander Road KDOT Economic Development Agreement

Title: KDOT Economic Development Project No. KA-7312-01 Agreement No. 235-24

Agenda Date: May 15, 2024

Presented By: James Ubert, City Engineer

Background:

The City of Emporia Engineering Department in coordination with the Regional Development Association and the City Manager's office submitted a KDOT Economic Development application for street, storm sewer, and waterline improvements along Overlander Road from US-50 highway to 6th Avenue including the 6th Avenue intersection and a RCB culvert bridge in 6th Avenue in July 2023. The proposed project includes construction of a new 12" waterline, conversion of a two (2) lane open ditch roadway to a three (3) lane curb and gutter city street with storm sewer along with a new RCB bridge culvert (to replace the 100+ year old existing, load limited bridge in 6th Ave near Overlander Rd).

Discussion:

City Engineering staff recommends the proposed economic development agreement to help fund paving, storm sewer, waterline, and bridge improvements to improve water service, road safety, reliability and usability along this portion of Overlander Road.

Financial considerations:

The state's (KDOT) participation will be 72% of construction costs up to the \$2,500,000.00 agreed upon limit. The estimated project costs of waterline, roadway, storm sewer and RCB bridge improvements is \$4,650,000. The City will be responsible for Right of way, preliminary and construction engineering, utility adjustments and 28% of approved costs up to \$2,500,000.00 and all other costs over that amount. The City's portion will be funded from bond sale proceeds.

Recommended action:

Staff recommends the City Commission approved KDOT Economic Development Agreement No. 235-24 (KDOT Project No. KA-7312-01) for the proposed roadway, waterline, and storm sewer improvements along Overlander Road from US-50 Highway to 6th Avenue (including the 6th Avenue intersection and adjacent RCB bridge) and authorize the mayor/city manager to sign the agreement.

Attachments:

KDOT Agreement 235-24
KDOT Economic Development Notice to Proceed

April 26, 2024

Trey Cocking
City of Emporia
104 E. 5th Avenue
Emporia, KS 66801

Dear Mr. Cocking,

You are hereby notified that you may proceed immediately with **Overlander Road Economic Development Project**. Your **project number is KA 7312-01**. Your **contract number is 016 024 027**. Please ensure that when submitting requests, you have a cover letter summarizing everything, the reimbursement request form, and supporting detailed documentation. Also, please be sure that both the Project Number and Contract Number are on any requests you submit via email to me.

Per the agreement, you have **November 2024** listed as your bid letting date. You have 6 months from that date to bid your project, then two years from that date to complete construction. If you have any questions or concerns about this, please contact me. It is important to note that final design plans and bid tabs must be submitted prior to requesting reimbursement. Projects will not be reimbursed until all documents have been submitted to the Economic Development team.

As your project gets started, please keep me in the loop about any ground breakings or ribbon cuttings. KDOT would love the opportunity to celebrate these milestones with you and your community. I am looking forward to working on this project with you so please don't hesitate to contact me with any questions or updates.

Sincerely,

Michelle Needham
Economic Development Programs Manager
Kansas Department of Transportation

PROJECT NO. KA-7312-01
ECONOMIC DEVELOPMENT PROGRAM
OVERLANDER ROAD
CITY OF EMPORIA, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Emporia, Kansas** (“LPA”), collectively, the “Parties.”

RECITALS:

- A. The Kansas Legislature, through K.S.A. § 68-2314c(C), authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects including construction, preservation, expansion, and modernization throughout the state. The KDOT Economic Development Program has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The LPA applied for, and the Secretary has selected, a road improvement project to participate in the Economic Development Program, as further described in this Agreement.
- C. The Secretary and the LPA are empowered by the laws of Kansas to enter into agreements for the construction of transportation projects in the state of Kansas.
- D. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. **“Construction Engineering”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.

5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

8. **“Economic Development Program”** or **“Program”** means a state-funded reimbursement grant program designed to create new jobs and encourage capital investment in Kansas by partnering with local units of government or private entities to fund transportation improvements to create, improve, or expand transportation modes including roadway, rail, airport, and public transit. This program has been authorized as part of the Eisenhower Legacy Transportation Program or “IKE” (K.S.A. § 68-2314, *et seq.*)

9. **“Effective Date”** means the date the Secretary or the Secretary’s designee signs this Agreement.

10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing including, but not limited to, signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

11. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.

12. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

14. **“Local Public Authority” or “LPA”** means the City of Emporia, Kansas, with its place of business at 104 E. 5th Avenue, Emporia, KS 66801.

15. **“MUTCD”** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.

16. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, reasonably determines are not an integral part of the Construction of the Project.

17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.

19. **“Preliminary Engineering”** means pre-construction activities including, but not limited to, design work generally performed by a consulting engineering firm that takes place before Letting.

20. **“Project”** means all phases and aspects of the Construction endeavor that is the subject of this Agreement to be undertaken by the LPA, as and when authorized by the Secretary prior to Letting, being: **reconstructing two lane open ditch rural roadway with three lane curb & gutter and storm sewer improvements to City industrial roadway standards at Overlander Road from US-50 Highway to 6th Avenue, including the intersection & taper on 6th Avenue and an RCB box bridge in Lyon County, Kansas.**

21. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

22. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

23. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

24. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

25. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	72% of Total Actual Costs of Construction; Total Contribution to Actual Costs of Construction not to exceed \$2,500,00.00.
LPA	28% of Total Actual Costs of Construction until Secretary’s funding limit is reached; 100% of Total Actual Costs of Construction after Secretary’s funding limit is reached; 100% of Cost of Preliminary Engineering, Construction Engineering, Right of Way, and Utility Adjustments; 100% Non-Participating Costs.

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Technical Information on Right of Way Acquisition.** Upon a request from the LPA, the Secretary will provide technical information to help the LPA acquire Right of Way in accordance with the laws of the State of Kansas.

2. **Reimbursement Payments.** The Secretary agrees to make partial payments to the LPA for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the LPA that the Project is being constructed within substantial compliance of the Design Plans.

3.

ARTICLE IV: LPA RESPONSIBILITIES

1. **Access Control.** The LPA shall maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the LPA other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.
2. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the LPA shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the LPA to any party outside of the Secretary and all costs incurred by the LPA not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.
3. **Audit.** The LPA shall participate and cooperate with the Secretary in an annual audit of the Project. The LPA shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.
4. **Authorization of Signatory.** The LPA shall authorize a duly appointed representative to sign for the LPA any or all routine reports as may be required or requested by the Secretary in the completion of the Project.
5. **Cancellation by LPA.** If the LPA cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The LPA agrees to reimburse the Secretary within thirty (30) days after receipt by the LPA of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.
6. **Conformity with State, Local, and Federal Requirements.** The LPA shall be responsible to design the Project or contract to have the Project designed in conformity with the state, local, and federal design criteria appropriate for the Project as well as in conformity with state, local, and federal law appropriate for the Project.
7. **Consultant Contract Language.** The LPA shall include language requiring conformity with Article IV, paragraph 6 above, in all contracts between the LPA and any Consultant with whom the LPA has contracted to perform services for the Project. In addition, any contract between the LPA and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with Article IV, paragraph 6 above. In addition, any contract between the LPA and any Consultant with whom the LPA has contracted to prepare and certify Design Plans for the Project covered by this Agreement shall also contain the following provisions:
 - (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by

KDOT, exclusive of delays beyond the Consultant's control.

(b) Progress Reports. Language requiring the Consultant to submit to the LPA (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the LPA and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the LPA and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary, the LPA, or both, incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the LPA from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

8. Corrective Work. Representatives of the Secretary may make periodic inspection of the Project and the records of the LPA as may be deemed necessary or desirable. The LPA shall direct or cause its contractor to accomplish any corrective action or work required by the Secretary’s representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the LPA, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor’s errors, omissions, or deviations from the final Design Plans.

9. Design and Specifications. The LPA shall be responsible to make or contract to have made Design Plans for the Project.

10. Future Encroachments. Except as provided by state, local, and federal laws, the LPA agrees it shall not in the future permit Encroachments upon the Right of Way of the Project, and specifically shall require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

11. Hazardous Waste. The LPA agrees to the following regarding Hazardous Waste:

(a) Removal of Hazardous Waste. The LPA shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The LPA shall take appropriate action to cleanup and remediate any identified Hazardous

Waste prior to Letting. The LPA shall also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to clean up and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The LPA shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The LPA shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents, and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees, or costs imposed under state or federal laws arising out of or related to any act of omission by the LPA in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the LPA has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The LPA reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

12. **Indemnification.**

(a) General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, the LPA's employees, agents, subcontractors or its consultants. The LPA shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

(b) Indemnification by Contractors. The LPA agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the LPA from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the LPA defends a third party's claim, the Contractor shall indemnify the Secretary and the LPA for damages paid to the third party and all related expenses either the Secretary or the LPA or both incur in defending the claim.

13. **Inspections.** The LPA is responsible for providing Construction Engineering for the Project in accordance with any applicable state and local rules and guidelines.

(a) **By LPA personnel.** LPA personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the LPA to inspect the Project, in which case the LPA shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) **By a Consultant.** If the LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained shall represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers (K.S.A. § 74-7021), the FHWA and all federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) **Protective Clothing.** The LPA shall require at a minimum all LPA personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the LPA executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The LPA may set additional clothing requirements for adequate visibility of personnel.

14. **Legal Authority.** The LPA agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

15. **Letting and Administration by LPA.** The LPA shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The LPA further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the LPA's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

16. **Maintenance.** When the Project is completed and final acceptance is issued, the LPA shall, at its own cost and expense, maintain the Project and shall make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the LPA shall begin the necessary repairs within thirty (30) days and shall prosecute the work continuously until it is satisfactorily completed.

17. **Performance Bond.** The LPA agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

18. **Period of Performance.** The LPA shall commence implementation of the Project

upon receipt of a Notice to Proceed and complete the Project within two (2) years of the Letting date the Notice to Proceed was issued to the LPA.

19. **Plan Retention.** The LPA shall maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The LPA further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The LPA shall provide access to or copies of all the above-mentioned documents to the Secretary.

20. **Responsibility for Adequacy of Design.** The LPA shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the LPA's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the LPA, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the LPA.

21. **Removal of Encroachments.** The LPA shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments shall be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the LPA and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal shall be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

22. **Right of Way.** The LPA agrees to the following regarding Right of Way:

(a) **Right of Way Acquisition.** Any and all acquisitions of any Right of Way shown on the final Design Plans for the project shall be done in accordance with law, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and K.S.A. §§ 58-3501 to 58-3507, and in accordance with the schedule established by the LPA. The LPA shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. Further, the LPA shall have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) **Right of Way Documentation.** The LPA shall provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions shall be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way

descriptions. The LPA agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel shall be delivered within the time limits set by the Secretary.

(c) Highway Use Permit. If the Project necessitates the LPA to work on Right of Way that is owned by the Secretary, the LPA shall submit a Highway Use Permit (KDOT Form 304) to the local KDOT District Office for review and approval. A copy of the Highway Use Permit may be found at https://www.ksdot.org/Assets/wwwksdotorg/dot_304_hwy_permit.pdf.

(d) Relocation Assistance. The LPA shall contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the LPA shall undertake the relocation of eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the LPA for any relocations required by the Project.

23. **Secretary Authorization**. The Secretary is authorized by the LPA to take such steps as deemed necessary or advisable by the Secretary to secure the benefits of state aid for this Project.

24. **Submission of Design Plans to Secretary**. Upon their completion, the LPA shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with Article IV, paragraph 6. The Design Plans shall be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies shall be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

25. **Traffic Control**. The LPA agrees to the following regarding traffic control for the Project:

(a) Temporary Traffic Control. The LPA shall provide a temporary traffic control plan within the Design Plans, which includes the LPA's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The LPA's temporary traffic control plan shall conform to the latest version of the MUTCD, as adopted by the Secretary, and

comply with the American Disabilities Act of 1990 (ADA) as amended by the ADA Amendments Act of 2008, implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) Permanent Traffic Control. The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

(c) Parking Control. The LPA shall control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The LPA shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

26. Utilities. The LPA agrees to the following regarding Utilities:

(a) Utility Relocation. The LPA shall move or adjust, or cause to be moved or adjusted, and shall be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted shall be located or relocated in accordance with the current version of the LPA's standard procedures.

(b) Status of Utilities. The LPA shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The LPA shall expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The LPA shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the LPA as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The LPA shall move, adjust, or cause to be moved or adjusted all necessary Utilities within the time specified in the LPA's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The LPA shall initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the

Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The LPA shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party shall bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the LPA shall indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately-owned Utilities located on private Right of Way or easements shall be borne by the LPA except as provided by state and federal laws.

ARTICLE V: SPECIAL PROGRAM REQUIREMENTS

1. **Verification of Development is a Condition Precedent to Reimbursement.** The Secretary shall not reimburse the LPA until the Secretary receives verification that the economic development objective necessitating the Project is underway. Verification for the Project may consist of evidence of construction, such as a building permit, a press release, etc. Failure to submit verification of development within six (6) months of the Effective Date of this Agreement shall result in cancellation of the Project.

2. **Economic Development Determination.** The LPA shall quantify the impact of the Project on economic development and submit to the Secretary information detailing the number of jobs created, average salary, and/or other economic benefits generated due to economic development activities associated with the Project. This information shall be submitted within one (1) year of the Notice of Acceptance of the Project.

3. **Letting Deadline.** The LPA shall Let the Project no later than six (6) months after November 2024. The LPA may make a written request to the Secretary to extend the Project's Letting deadline. In the Secretary's sole discretion, the Secretary may either grant or deny the LPA's request to extend the Letting deadline. If the LPA does not Let the Project within six (6) months after November 2024, the Secretary may cancel this Agreement.

4. **Recapture of State Investment.** The Parties agree to the following terms regarding the recapture of the Secretary's share:

(a) Recapture Period. The Parties agree the recapture period of the Project is ten (10) years, commencing on the date the Secretary or the LPA gives notice of final

acceptance of the Project.

(b) Insurance. If the Project includes improvements to a building, the LPA shall purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the funds expended on the Project.

(c) Change in Public Use. After the Project is completed and during the entire recapture period, any change in the public use of the real property for the Project shall require written approval from the Secretary.

(d) Recapture Formula. If the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary, the LPA shall pay back to the Secretary a percentage of the Secretary's share as follows:

- | | |
|--|-------------------------------|
| 1) Violates in 1 st year of 10-year period: | 100% of the Secretary's Share |
| 2) Violates in 2 nd year of 10-year period: | 90% of the Secretary's Share |
| 3) Violates in 3 rd year of 10-year period: | 80% of the Secretary's Share |
| 4) Violates in 4 th year of 10-year period: | 70% of the Secretary's Share |
| 5) Violates in 5 th year of 10-year period: | 60% of the Secretary's Share |
| 6) Violates in 6 th year of 10-year period: | 50% of the Secretary's Share |
| 7) Violates in 7 th year of 10-year period: | 40% of the Secretary's Share |
| 8) Violates in 8 th year of 10-year period: | 30% of the Secretary's Share |
| 9) Violates in 9 th year of 10-year period: | 20% of the Secretary's Share |
| 10) Violates in 10 th year of 10-year period: | 10% of the Secretary's Share |

Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

ARTICLE VI: GENERAL PROVISIONS

1. Acceptance. No contract provision or use of items by the Secretary shall constitute acceptance or relieve the LPA of liability in respect to any expressed or implied warranties.

2. Amendment. Any amendment to this Agreement shall be in writing and signed by the Parties.

3. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors in office.

4. Civil Rights Act. The "Civil Rights Act Attachment" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Compliance with Federal and State Laws.** The LPA shall comply with all applicable state and federal laws and regulations. The LPA represents and warrants that any Contractor and/or Consultant performing any services on the Project shall also comply with all applicable state and federal laws and regulations.

6. **Contractual Provisions.** The provisions found in the current version of the “**Contractual Provisions Attachment (Form DA-146a)**,” which is attached, are hereby incorporated into, and made a part of this Agreement.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same agreement.

8. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the LPA for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Agreement for cause.

9. **Entire Agreement.** This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

10. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

11. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

12. **Independent Contractor Relationship.** The relationship of the Secretary and the LPA shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship. The LPA is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on

behalf of the Secretary. It is expressly understood that any individual performing services under this Agreement on behalf of the LPA shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The LPA agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The LPA agrees to indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this Agreement on behalf of the LPA. This provision shall survive the expiration or termination of this Agreement.

13. **Industry Standards.** Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

14. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

15. **Nondiscrimination and Workplace Safety.** The LPA shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

16. **Notices.** Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary:

Kansas Department of Transportation
Attn: Michelle Needham
Division of Fiscal & Asset Management
700 SW Harrison Street, 2nd Floor West
Topeka, KS 66603-3754

The LPA:

The City of Emporia
Attn: Trey Cocking
104 E. 5th Ave.

Emporia, KS 66801

17. **Restriction on State Lobbying.** Funds provided by the Secretary under this Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

18. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

19. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of the LPA or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by the LPA.

20. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

21. **Waiver.** A Party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF EMPORIA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By:

Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Form Approved
By _____
Legal Dept. KDOT

INDEX OF EXHIBITS AND ATTACHMENTS

Civil Rights Act Attachment
Contractual Provisions Attachment (Form DA-146a)

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses,” the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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



Commission Action Report

KDOT CCLIP (GI) Project No. 56 KA-7274-01 Agreement No. 293-24

Title: KDOT CCLIP (GI) Project No. 56 KA-7274-01 Agreement No. 293-24

Agenda Date: May 15, 2024

Presented By: James Ubert, City Engineer

Background:

In March 2023, City Engineering applied for KDOT CCLIP-GI, Geometric Improvements funding for K-99 Highway/Commercial Street from Kansas Avenue to Soden's Bridge. The project consists of Mill and Overlay (2") Existing Surface from Cottonwood River Bridge to Kansas Avenue, re-build existing rock shoulders with 5" AB-3 and 11" HMA, remove existing blunt end headwalls at entrances, install new storm drainage pipe under drive entrances, construct concrete drive entrances and re-grade ditch lines throughout to improve drainage, install pavement marking to delineate 3 lane configuration with center turn Lane, construct sidewalk with ADA ramps along west side from Kansas Avenue to Logan Avenue. (This section of K-99 Highway was last resurfaced during the KLINK fiscal year 2015). KDOT has approved the application from City Engineering and this is the program agreement between both parties.

Discussion:

City Engineering staff recommends the proposed geometric, paving and drainage improvements that will pave the gravel shoulder/add a center turn lane, remove existing blunt end drainage headwalls and provide improved safety to this portion of K-99 Highway/Commercial Street.

Financial considerations:

The state's (KDOT) participation in the preliminary engineering, cost of construction and construction engineering will be 90% of the \$1,200,000.00 estimated project cost. The City will be responsible for all Right of Way, utility costs, 10% of approved costs up to the \$1,200,000.00 and all other costs over that amount. The City's portion will be funded by the Multi-Year Fund.

Recommended action:

Staff recommends the City Commission approve KDOT CCLIP GI Agreement No. 293-24 (KDOT Project No. 56 KA-7274-01) for the geometric improvements of K-99 Highway from Soden's Bridge to Kansas Avenue and authorize the mayor/city manager to sign the agreement.

Attachments:

KDOT Agreement 293-24.

PROJECT NO. 56 KA-7274-01
CCLIP (GI) PROJECT
CMS CONTRACT NO. _____
CITY OF EMPORIA, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Emporia, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The City has applied for and the Secretary has approved a City Connecting Link Improvement Program (CCLIP) Project under the program category of Geometric Improvement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street Project on Commercial Street (K-99), a City Connecting Link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of state and local funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City Connecting Link Improvement Program” or “CCLIP”** means a program that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000.

- a. The CCLIP consists of three program categories that each target specific types of improvements:
 - i. **"Surface Preservation" or "SP"** means a project intended to address deficiencies in or extend the life of the driving surface. Project scopes may consist of overlay, mill and overlay, pavement patching, joint repair, seals, or similar surface maintenance work. Parking lanes may be included.
 - ii. **"Pavement Restoration" or "PR"** means a project intended to address deficiencies in the road surface that are too extensive or expensive to be addressed by the measures under the (SP) category. Actions under this category could include full-depth pavement replacement of the entire driving surface or extensive pavement rehabilitation. Other related improvements, such as curb and gutter repair/replacement, storm sewer, parking lanes, or sidewalk construction may be included.
 - iii. **"Geometric Improvements" or "GI"** means a project intended to address a safety, capacity, or operational need that can be addressed by changing the roadway geometrics. Examples of projects under this category include, but are not limited to, intersection reconstruction to reduce encroachments over the curb from off-tracking of turning trucks; addition or extension of turn lanes; widening of the roadway to accommodate larger vehicles; or sight distance improvements.
- b. The maximum dollars and eligible costs that KDOT will provide for an individual project in each program category is as follows:
 - i. SP = \$400,000
 - ii. PR = \$1,500,000
 - iii. GI = \$1,500,000
- c. Eligible costs that KDOT will provide for an individual project in each category is as follows:
 - i. SP = construction and construction engineering (CE)
 - ii. PR = preliminary engineering (PE), construction, and CE
 - iii. GI = PE, utility adjustments, right of way acquisition, construction, and CE

3. **"City"** means the City of Emporia, Kansas, with its place of business at 522 Mechanic St., Emporia, Kansas 66801.

4. **"City Connecting Link"** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

5. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

7. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

11. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

12. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.

13. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

15. **“Non-Participating Costs”** means the cost of any items or services which the Secretary action on the Secretary’s own behalf and on behalf of the of the FHWA, reasonably determines are not Participating Costs.

16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

17. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

18. **“Project”** means **Project No. 56 KA-7274-01; Geometric Improvement on K-99 from Soden Bridge to Kansas Avenue, including the reconstruction of shoulders to add two-way center lane, storm drainage, entrances, sidewalk, and pavement markings in Emporia, Kansas**, and is the subject of this Agreement.

19. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

20. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

21. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

22. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

23. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.

Party	Responsibility
Secretary	90% of Participating Costs of Preliminary Engineering (PE), Construction, and Construction Engineering (CE), not to exceed \$1,200,000.00.
City	10% of Participating Costs of PE, Construction, and CE until Secretary’s funding limit is reached. 100 % of Participating Costs of PE, Construction, and CE after Secretary’s funding limit is reached. 100% of Costs of Right of Way, and Utility Adjustments

	100% of Non-Participating Costs
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ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by Federal Highway Administration (FHWA) directives to obtain participation of federal funds in the cost of the Project.
2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.
3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.
4. **Final Billing.** After receipt of FHWA acknowledgement of the final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The City authorizes the Secretary to undertake the Project on its behalf. All things hereinafter done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by the City to the same extent and with the same effect as though done directly by the City acting in its own individual capacity. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid and the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, AASHTO A Policy on Geometric Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed ineligible or Non-Participating items by the Secretary for reimbursement purposes.

4. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

5. **Consultant Contract Language.** The City shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the City and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

6. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, or express or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

7. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

8. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication, or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R., Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT’s Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, and permanent and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed

by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the City will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the City for any relocations required by the Project.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed on state highway right of way, if any, pursuant to the Design Plans, the City agrees as follows:

- (i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of K-99. If the construction or maintenance of K-99 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of K-99 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135.
- (iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

9. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

10. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

11. **Utilities.** The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

12. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, and the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees, or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the City has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

13. Inspections. The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved Construction Engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

14. Traffic Control. The City agrees to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** The City shall prohibit parking of vehicles on the City Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

15. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

16. **Remittance of Estimated Share.** The City shall either 1) deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities or, 2) provide billing and payment documentation to the Secretary of any Preliminary Engineering costs incurred by the City for the Project that the City has paid. If the total amount expended by the City for its Preliminary Engineering costs does not equal its total financial obligation, as described in Article II, then the City shall deposit with the Secretary the difference. If the City chooses to forego providing Preliminary Engineering documentation to the Secretary, the City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses or provide Preliminary Engineering documentation is fifty (50) days after the Letting date.

17. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

18. **Audit.**

(a) **Audit Requirements for Federal Awards.** All local governmental units, state agencies or instrumentalities, non-profit organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an

independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(b) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary

19. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

20. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **City Connecting Link.** The Parties entered into an agreement covering routine maintenance of the City Connecting Link for portions of K-99 within the city limits. It is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the City Connecting Link maintenance agreement is not affected by this Agreement.

3. **FHWA Approval.** Decisions as to what Project Costs are federal Participating Costs will be made by the Secretary in accordance with the requirements of the FHWA.

4. **Civil Rights Act.** The **Civil Rights Attachment**, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into, and made a part of this Agreement.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

8. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. **Suspension and Debarment.** If the total value of this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, the City verifies that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency. 2 C.F.R. § 200.214.

10. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

11. **Prohibited Use of Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF EMPORIA, KANSAS

CITY CLERK (Date)

(SEAL)

MAYOR (Date)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- ☒ Civil Rights Attachment
- ☒ Contractual Provisions Attachment (Form DA-146a)

*Note – If left unchecked, then inapplicable.

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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



Commission Action Report

Financials and Permits

Title: Financials and Permits
Agenda Date: May 15, 2024
Presented By: Trey Cocking, City Manager

Background:

This is a time for the City Manager to make comments and reports to the Public.

The following is general information for the month of April 2024 for the community:

Monthly Local Retail Sales Tax Receipts Update

	2023	2024	
	\$ 468,956.27	\$ 492,491.26	Increase of \$23,534.99 for the month, and
YTD	\$ 2,125,851.55	\$2,091,926.48	Overall decrease of 1.62% from year 2023.

City Share from County Tax

	2023	2024	
	\$ 242,998.00	\$ 250,316.44	Increase of \$7,318.44 for the month, and
YTD	\$ 1,110,836.02	\$ 1,065,834.91	Overall decrease of 4.22% from year 2023.

Building Permits issued from 4/1/2024 to 4/30/2024 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	64
Total of valuations associated with those building permits:	\$3,432,306.32
Total number of dollars collected for Building Permit Fees:	\$ 16,145.50
Construct – Single-family dwellings	0
Demo – Single-family dwellings	0

Flint Hills Mall CID for April 2024	\$ 27,750.57
YTD	\$ 79,176.10

Pavilions CID for April 2024	\$ 11,899.73
CID #2	\$ 11,899.57
YTD	\$ 130,654.57

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, May 1, 2024, with Vice Mayor Harter presiding and Commissioners Brinkman, Sauder, and Smith present. Mayor Giefer was absent. Also present were City Manager Cocking, Assistant City Manager Detter, City Clerk Sull and City Attorney Montgomery.

**CITY COMMISSION
(Public Comment)**

This is the time for the public to make comments.

The public is invited to make comments at this time. Please limit comments to two (2) minutes each. Please state your name and address prior to making comments.

Steve Hollar, 909 West Street. He stated he would be recognizing National Police Week with Peace Officers Memorial Day on May 15, 2024. This year he will be celebrating with the Police Department staff on May 14, 2024, and invited the Commission to join him.

Colleen Smith, Lyon/Morris County Human Resources Coordinator for ECKAN, was in attendance to accept a proclamation declaring the month of May as “Community Action Month” in Emporia. She stated ECKAN has made essential contributions to individuals and families in the City of Emporia by providing them with innovative and cost-effective programs such as emergency rent and utility assistance, transportation assistance, food pantry, Senior Farmer’s Market Checks, and laundry services. Community Action Agencies are needed as major participants in the reform of the welfare system as we know it. She stated individuals and families on limited income continue to need opportunities to improve their lives and their living conditions, ensuring that all citizens are able to live with dignity. The poverty rate in the City of Emporia is 20.51% and Kansas must continue to wage war on poverty by providing support and opportunities for all citizens in need of assistance. She urged all citizens to recognize the hard work and dedication of Kansas Community Action Agencies.

Vice Mayor Harter then presented the proclamation.

Lisa Hayes, Investigations Captain, was in attendance to accept a proclamation declaring May 9 through 18, 2024, as “National Police Week” in Emporia. She stated every day, our Nation’s dedication law enforcement officers put themselves at risk to keep their fellow Americans safe. Law enforcement officers deserve our appreciation for the work they do, and citizens fulfill an important civic responsibility by supporting their work to protect our communities. On Peace Officers Memorial Day and during Police Week, we honor the heroism of all our law enforcement officers, especially those who have given their lives so that others might live. By joint resolution of the US Congress in 1962, it asked the President of the United States to designate May 15th of each year as “Peace Officers Memorial Day” and the week in which it falls as “Police Week” and also directed the flag be flown at half-staff on Peace Officers Memorial Day on May 15th of each year. She urged everyone to remember those throughout our Nation who lost their lives while protecting others.

Vice Mayor Harter then presented the proclamation.

**CITY COMMISSION
(Declining to Sell Quaker Park Property)
(Removing Quaker Park from the Surplus Real Property List)
(Resolution Number 3732)**

City Attorney Montgomery was recognized and addressed the Governing Body. She stated in March of this year, the City Commission passed two resolutions relating to a potential sale of Quaker Park property, Resolution Number 3726 designating Quaker Park as surplus real property and Resolution Number 3727 authorizing city staff to publish notice of the proposed sale of Quaker Park property. After the two consecutive weeks of the publication of Resolution Number 3727, thirty days were allowed for a protest petition to be filed by qualified electors of the City. On April 15, 2024, a valid and timely petition protesting the sale of Quaker Park was filed. She stated the City Commission discussed the desire not to proceed with the sale of Quaker Park and to not hold an election on the issue based on the community feedback in the petition. She stated this resolution formally

declines to sell Quaker Park property and removes Quaker Park from the Surplus Real Property List. She stated staff recommends approval of Resolution Number 3732.

Commissioner Sauder made a motion to approve Resolution Number 3732, a resolution declining to sell Quaker Park property and removing Quaker Park from the surplus property list. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Brinkman, aye; Commissioner Smith, aye; and Vice Mayor Harter, aye.

**WATER MAINTENANCE
(Southeast Transmission Water Main – WM2201)
(Material Only)
(Bids)**

Dean Grant, Director of Public Works, was recognized and addressed the Governing Body. He stated this project is for the design of the southeast transmission main for the smoother conveyance of water from the Water Treatment Plant to customers. City staff along with BG Consultants collaborated with the Kansas Department of Health and Environment, for a request for proposals for the necessary materials for the construction of the waterline. Historically, project design would follow a sequential process: completion of design; issuance of bid invitations; contract award; material submittals; approval; and ordering of project materials. He stated some construction projects have material lead times of four to six months. By initiating material bidding prior to finalizing the chosen contractor can begin work immediately upon contract execution. The material only process involved soliciting three distinct proposals enabling suppliers to bid on some or all of the required materials. He stated three bids were received as follows:

BID TABULATION FOR MATERIAL ONLY FOR SE TRANSMISSION WATER MAIN

Bidder	Package A	Package B	Package C
EOPC	\$3,178,405.00	\$406,115.00	\$292,165.00
<i>Municipal Supply</i>	\$1,540,616.53	\$300,286.91	\$164,122.15
<i>Winwater (Olathe)</i>	\$1,709,957.50		
Winwater (Wichita)	\$1,776,177.49		

After the bids were tabulated, Municipal Supply notified BG Consultants of a unit price error in the submitted bid Package A. Due to this unit price error, Municipal Supply requested to withdraw their bid from Package A. The lowest responsible bidder for Package A is Winwater Olathe. The lowest responsible bidder for Package B and Package C is Municipal Supply. He stated staff recommends awarding the material only Package A to Winwater Olathe in the amount of \$1,709,957.50 and Package B and Package C to Municipal Supply for the total amount of \$464,409.06, all material packages contingent upon KDHE concurrence. The materials for the Southeast Transmission Water Main will be paid through the State Revolving Loan Fund.

Commissioner Sauder made a motion to award Winwater (Olathe) the contract to supply the materials in Package A for \$1,709,957.49, and Municipal Supply of Wichita the contract to supply the materials in Package B for \$300,286.94 and Package C for \$164,122.15. Commissioner Smith seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; and Vice Mayor Harter, aye.

**PAVING
(2024 Street Rehabilitation Project No. PV2402)
(Bids)**

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated bids were received for the 2024 Street Rehabilitation Project 2024 for various locations around the city. He stated the City received two (2) bids as follows:

BID TABULATION FOR 2024 STREET REHABILITATION PROJECT

Contractor	Base Bid
APAC-Kansas, Shears Division	\$783,401.18
Killough Construction, Inc.	\$896,259.31
Engineer's Estimate	\$887,341.50

He stated this project will consist of milling and asphalt overlay operations, replacement of select curb and gutter sections, and some sidewalk/ADA ramp improvements along various streets. This project will be funded from the Multi-Year Fund. He stated staff

recommends awarding the 2024 Street Rehabilitation Project No. PV2402 to APAC-Kansas, Shears Division for the Base Bid amount of \$783,401.18.

Commissioner Brinkman made a motion to award the 2024 Street Rehabilitation Project No. PV2402 to APAC-Kansas, Shears Division for the Base Bid amount of \$783,401.18. Commissioner Smith seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Smith, aye; Commissioner Sauder, aye; and Vice Mayor Harter, aye.

ENGINEERING
(Mechanic Street Parking Lots Reconstruction)
(600 and 700 Blocks Project No. PK2101)
(Change Order No. 4 – Final)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated during the construction of the Mechanic Street parking lot reconstruction changes and adjustment of quantities were made causing an increase of the contract amount of \$61,864.50. The overrun was due to field changes of sidewalk; flowable fill; storm sewer box adjustments; reinforcement pavements; AB-3 subgrade; island backfill; landscaping rock and seeding; while the curb and gutter; edge curb, sediment barrier and 15" storm sewer pipe were underrun. He stated this added a total of \$61,864.50, increasing the total contract price from \$855,247.25 to \$917,111.75. The funding for this project will be from the Multi-Year Fund. He stated staff recommends approval of Change Order No. 4 (final) in the amount of \$61,864.50.

Commissioner Smith made a motion to approve Change Order No. 4 (final) in the amount of \$61,864.50. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; and Vice Mayor Harter, aye.

ENGINEERING
(Agreement with Kansas Department of Transportation)
(Request to Exchange Federal Funds)

Jim Ubert, City Engineer, was recognized and addressed the Governing Body. He stated the Kansas Department of Transportation allows us, the Local Public Agency (LPA), to trade all or a portion of our federal fund allocations in the upcoming 2024 year with KDOT in exchange for state transportation dollars. This provides the City more flexibility on the projects the City needs and is a more cost effective way to spend the funds. He stated the exchange rate for the 2024 program is \$0.90 of state funds for every \$1.00 of local federal obligation authority exchanged. He stated the monies received in the program each year are reimbursed from qualified paving projects from the previous year. He stated the City will continue to spend the monies received to be eligible for future reimbursements. The current amount of federal funding allocated to Emporia is \$333,973.57 with the available funds after exchange at \$300,576.22. The federal aid/Federal Fund Exchange program monies can no longer be banked at KDOT and must be captured each year by the LPA. He stated staff recommends approval of the request to exchange federal funds.

Commissioner Smith made a motion to approve the request to exchange federal funds under the Federal-Aid Exchange Master Agreement for the year 2024 and authorize the Mayor or City Manager to sign the 2024 attachment to the Master Agreement. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Vice Mayor Harter aye.

Consent Agenda

It was moved by Commissioner Sauder, seconded by Commissioner Brinkman that the Consent Agenda listed below be ratified as a whole:

- a. Minutes of Regular Commission Meeting Held on April 16, 2024.
- b. 2024 Emergency Solutions Grant Agreement.
- c. 2024 Jones Aquatic Center Agreement.
- d. Ordinance Number 24-14 Pertaining to Sewer and Sewage Disposal.

AN ORDINANCE PERTAINING TO SEWER AND SEWAGE DISPOSAL; AMENDING SECTIONS 28-66, 28-71, 28-72, 28-104, 28-121, 28-122, 28-123, 28-124, 28-126, 28-127, 28-129, 28-130, 28-131, 28-134, AND 28-150 OF THE CODE OF THE CITY OF EMPORIA, KANSAS AND REPEALING SAID SECTION AS THEY EXISTED PRIOR TO ADOPTION OF THIS ORDINANCE, to which the City Clerk assigned Ordinance Number 24-14, was presented to the Governing Body for their consideration.

The vote follows: Commissioner Sauder aye; Commissioner Brinkman, aye; Commissioner Smith, aye; and Vice Mayor Harter, aye.

CITY COMMISSION (City Manager's Report)

This is an opportunity for the City Manager to present information to the public that may not be reported in other news accounts or City activities or to highlight accomplishments of the organization.

At the time this Agenda was prepared, the following items were in the works:

TENTATIVE AGENDA FOR MAY 15, 2024, MEETING.

- MUPP Walk, Run & Bike Week Proclamation.
- National Public Works Week Proclamation.
- Change Order for Peyton Street Waterline.

STUDY SESSION

CITY COMMISSION (Public Comment)

This is the time for the Mayor and City Commissioners to make comments and reports to the public. No comments were made at this time.

EXECUTIVE SESSION

Commissioner Brinkman made a motion to recess into Executive Session for consultation with the City Attorney regarding a legal matter which would be deemed privileged in the attorney client relationship resuming the open meeting in the City Commission Meeting Room, this same date, at 11:42 a.m. and invite Tayler Wash, Director of Special Projects. Commissioner Smith seconded the motion. The vote follows: Commissioner Brinkman, aye; Commissioner Smith, aye; Commissioner Sauder, aye; and Vice Mayor Harter, aye.

Upon reconvening the meeting in Regular Session at 11:42 a.m., this same date, in the City Commission Meeting Room, Vice Mayor Harter stated they had consultation with the City Attorney regarding a legal matter which would be deemed privileged in the attorney client relationship and no action was taken.

Commissioner Sauder made a motion to recess the meeting until 12:05 p.m. to Conference Room 1AB. Vice Mayor Harter seconded the motion. The vote follows: Commissioner Sauder, aye; Vice Mayor Harter, aye; Commissioner Brinkman, nay; Commissioner Smith, nay. Motion did not pass.

Vice Mayor Harter made a motion to recess the meeting until 12:03 p.m. to Conference Room 1AB. Commissioner Brinkman seconded the motion. The vote follows: Vice Mayor Harter, aye; Commissioner Brinkman, aye; Commissioner Smith, aye; and Commissioner Sauder, nay.

STUDY SESSION:

1. Discuss Strategic Plan.
2. Add Alternate Bids Discussion -2024 Street Rehabilitation Project.
3. Discuss Rescheduling June 19, 2024, Commission Meeting.

Study Session Discussion:

**Paving
2024 Street Rehabilitation Project No. PV2402**

Add Alternate Bids

Jim Ubert, City Engineer, stated the base bid was just approved at the Commission Meeting with the intent of additional discussion concerning the Add Alternates. He stated until they have unit prices on actual costs, we tend to go over what are estimated costs are to cover what unit prices bid out. Add Alternates #1 includes portions of Lincoln Street; Wheeler Street and Whittier Street at a cost of \$146,314.47 which is covered by engineer's estimate. Add Alternate #2 includes streets around Newman Regional Hospital, portions of Lawrence, Walnut, Oak, Arundel, Chestnuts Streets and C of E Drive; as discussed with the City Manager's office for improvements to those streets. Funding was identified by delaying some projects to pay for those improvements. Add Alternate #3 was requested by Commission to look at some brick streets. As stated in the Brick Street Policy, there would need to be a public neighborhood meeting concerning the proposed project to communicate with the public and allow residents the opportunity for input regarding the proposed project. Letters would be mailed out to adjoining property owners and information put out on media as notification of neighborhood meeting.

After further discussion, Commissioner Brinkman made a motion to award Add Alternate #1 in the amount of \$146,314.47; Add Alternate #2 in the amount of \$593,552.58; and Add Alternate #3 in the amount of \$112,999.49 to APAC-Kansas, Shears Division for the 20-24 Street Rehabilitation Project PV2402. Commissioner Smith seconded the motion.

Following further discussion, Commissioner Brinkman amended her motion to not include Add Alternate #3 in the amount of \$112,999.49 in lieu of the required public neighborhood meeting. Commissioner Smith seconded the amended motion. The vote follows: Commissioner Brinkman, aye; Commissioner Smith, aye; Commissioner Sauder, aye; and Vice Mayor Harter, aye.

Commissioner Smith then made a motion to adjourn. Commissioner Sauder seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Sauder, aye; Commissioner Brinkman, aye; and Vice Mayor Harter, aye.

Erren Harter, Vice Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

Ordinance 24-15 Authorizing Beer Garden
for the Unbound Gravel Expo Block Party
May 30 through May 31, 2024

Title: Ordinance 24-15 Authorizing Beer Garden for the Unbound Gravel Expo Block Party May 30 through May 31, 2024

Agenda Date: May 15, 2024

Presented By: Christina Montgomery, City Attorney

Background:

A two-day gravel biking expo has traditionally been held prior to the Unbound Gravel bike race. Life Time Events and Mulready's have requested permission to host a beer garden on Thursday, May 30, 2024, from 2:00 p.m. to 8:00 p.m.; and on Friday, May 31, 2024 from 10:00 a.m. to 6:00 p.m. in the location is depicted on the attached map.

Discussion:

Ordinance 24-15 will temporarily exempt city streets, alleys, and sidewalks in the approved location from the standard prohibition on the sale and consumption of alcoholic beverages. Life Time Events and Mulready's will be required to meet city and state requirements for alcohol sales. No one under the age of 21 may possess or consume alcohol within the beer garden, and no alcohol may be consumed in vehicles while on the street at the event.

Financial considerations:

The City will pay the cost of ordinance publication in the designated official local newspaper. Life Time will rent city fencing adequate to secure the beer garden location. City staff will deliver fencing and provide standard special event services.

Recommended action:

Approve Ordinance 24-15 Authorizing Beer Garden for the Unbound Gravel Expo Block Party May 30 through May 31, 2024.

Attachments:

Ordinance 24-15 Authorizing Beer Garden for the Unbound Gravel Expo Block Party May 30 through May 31, 2024.

ORDINANCE NO. 24-15

AN ORDINANCE EXEMPTING AN AREA INCLUDING 7TH AVENUE BETWEEN COMMERCIAL STREET AND MARKET STREET AND THE 600 AND 700 BLOCKS OF MECHANIC STREET IN THE CITY OF EMPORIA FROM THE PROHIBITION ON THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FOR THE UNBOUND EXPO BLOCK PARTY MAY 30, 2024 THROUGH MAY 31, 2024.

WHEREAS, Life Time Events has hired Mulready's to cater the All Things Gravel Expo block party event; and has requested an exemption from the prohibition of sale and consumption of enhanced cereal malt beverages (CMB) and/or alcoholic liquor on 7TH Avenue between Commercial Street and Market Street, and the 600 and 700 Blocks of Mechanic Street in connection with the Unbound Expo Block Party special event on Thursday, May 30, 2024 and Friday, May 31, 2024.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS:

SECTION 1. Pursuant to K.S.A. 2011 SUPP. 41-719, as amended, the Governing Body temporarily exempts 7TH Avenue between Commercial Street and Market Street, and the 600 and 700 Blocks of Mechanic Street, with the exact location to be approved by the Chief of Police, from the prohibition on the sale and consumption of enhanced cereal malt beverage (CMB) and alcoholic liquor when it is being sold or consumed in conjunction with the All Things Gravel Expo event on May 30, 2024, between the hours of 2:00 p.m. to 8:00 p.m., and May 31, 2024, between the hours of 10:00 a.m. and 6:00 p.m. as authorized by the city manager and subject to any other laws or ordinances regulating the possession, sale and/or consumption of CMB and alcoholic liquor.

SECTION 2. Sale and consumption shall be allowed within an area delineated in a manner approved by the Chief of Police or designee which clearly distinguishes the area where alcoholic beverages are permitted. No one under the age of 21 shall possess or consume alcoholic beverages and event sponsors shall be held strictly accountable for any violations. No alcoholic beverages shall be consumed in vehicles while on the street at any special event.

SECTION 3. No person shall remove any alcoholic liquor or CMB from inside the boundaries of the special event as delineated by signs, posted map or other means which reasonably identify the boundaries of the special event.

SECTION 4. Licensees must meet all City and State requirements for obtaining a caterer's license for sale of alcoholic beverages by the city and the state.

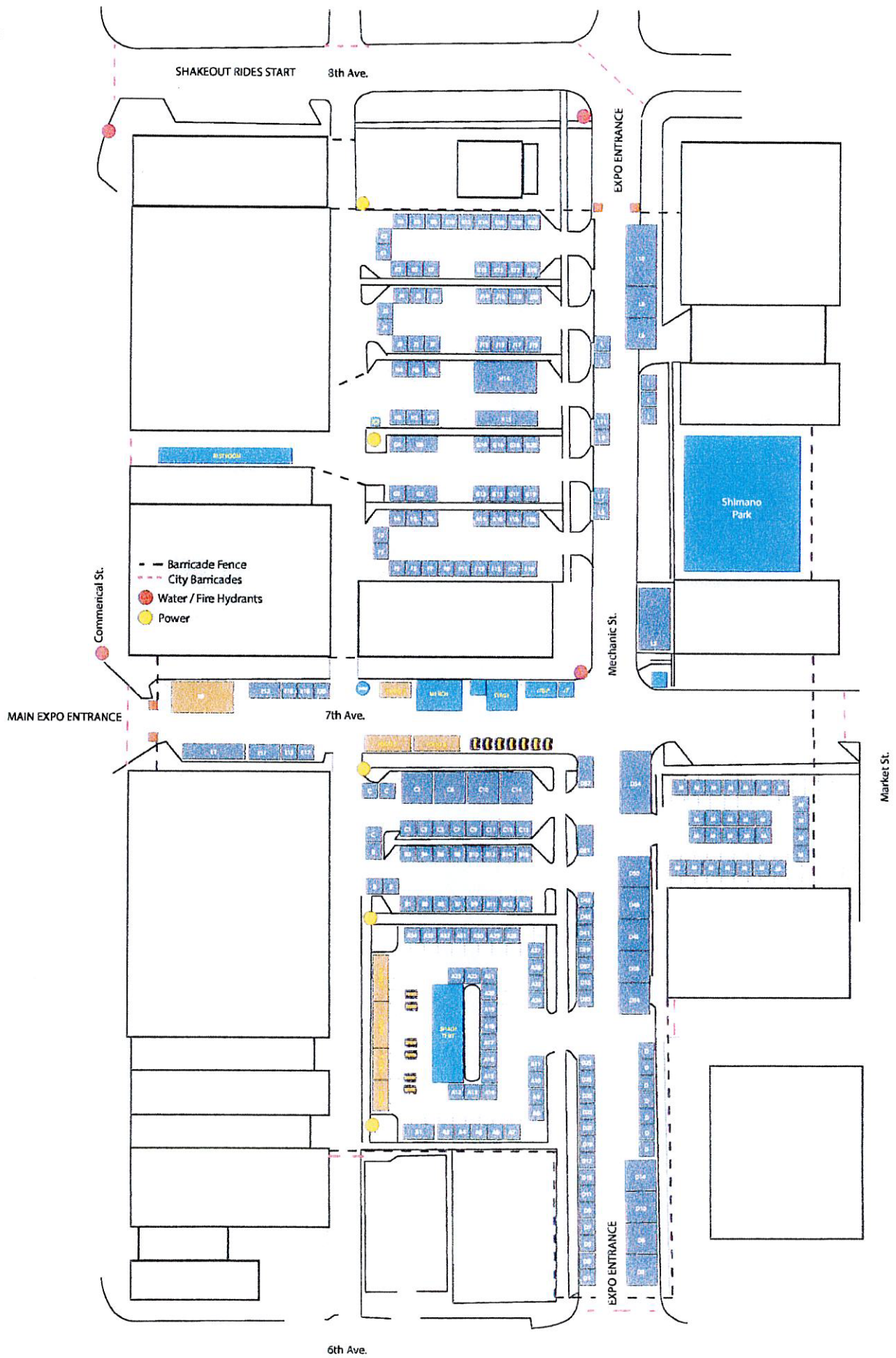
SECTION 5. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 15th day of May 2024.

Dany Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk





Commission Action Report

Reschedule June 19, 2024 City Commission Meeting
to Tuesday, June 18, 2024, at 11:00 a.m.

Title: Reschedule June 19, 2024 City Commission Meeting
to Tuesday, June 18, 2024, at 11:00 a.m.

Agenda Date: May 15, 2024

Presented By: Christina Montgomery, City Attorney

Background:

City Code Sec. 2-10 pertaining to Meetings of the Governing Body, states the City Commission may vote to reschedule a future meeting to another date and time as specified in the motion.

Discussion:

There is a scheduling conflict that will affect the regularly scheduled June 19, 2024 meeting of the City Commission. An alternative date of June 18, 2024, at 11:00 a.m. was discussed at the last meeting.

Financial considerations:

None

Recommended action:

Approve Rescheduling June 19, 2024, City Commission Meeting to Tuesday, June 18, 2024, at 11:00 a.m.

Attachments:

None



Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: May 15, 2024

Presented By: Trey Cocking, City Manager

Background:

This is an opportunity for the City Manager to present information to the public that may not be reported in other news accounts or City activities or to highlight the organization's accomplishments.

Discussion:

At the time this Agenda was prepared, the following items were in the works for the tentative Agendas of the upcoming meetings on June 5, 2024.

Commission Meeting :

- Asphalt Preservation.
- Selection of Architect and Engineer for Small Projects.
- Change Order for Peyton Street Waterline.

Study Session:

- Review CIP.
- Review Outside Appropriation Request.
- Homelessness Advisory Board Discussion.



Commission Action Report

Executive Session

Title: Executive Session

Agenda Date: May 15, 2024

Background:

K.S.A. 75-4319(b)(2) is the authority for this recess into Executive Session.

Recommended Action:

Recess into executive session for consultation with the City Attorney regarding a legal matter which would be deemed privileged in the attorney-client relationship for 20 minutes, and to invite Tayler Wash, Special Projects Director, and stating at which time the open meeting will resume in the City Commission Meeting Room.

Title: Economic Development Assessment Proposals

Agenda Date: May 15th, 2024

Presented By: Trey Cocking, City Manager

Background:

After the final presentation of the Economic Development Structure Advisory Taskforce, the Commission requested that staff identify consultants or firms from outside of the Emporia area who could conduct an assessment of economic development efforts in Emporia.

Discussion:

Staff has procured proposals from three different entities:

1. Strategic Government Resources (SGR)
2. Vision First Advisors
3. Next Move Group
4. Wichita State University *proposal should be submitted early next week.

Financial Considerations:

1. SGR: \$40,000-\$60,000 (can be flexible)
2. Vision First Advisors: \$55,000-\$65,000
3. Next Move Group: ~\$23,000

Attachments:

ED Assessment Proposal-SGR

ED Assessment Proposal-Vision First

ED Assessment Proposal-Next Move Group

City of Emporia, Kansas Structures and Coordination for Optimizing Economic and Community Development – by Strategic Government Resources

May 2024

Overview

The City of Emporia, Kansas is seeking an independent expert consultant to conduct a review and provide actionable recommendations to optimize structures and coordination between existing economic development organizations to achieve economic development missions and goals for the Emporia community. Currently, for a City population of 24,000 as substantial portion of the Lyon County population of 32,000, the Emporia Regional Development Authority, Emporia Chamber of Commerce, Main Street, Visit Emporia, Ignite Emporia, and Emporia Enterprises all have various roles in what is considered community and economic development.

The new independent expert review by the SGR team follows a stakeholder group task force. The task force and staff have identified that there are several areas of overlap and roles and synergies would benefit all the groups. Separately, a strategic plan process is underway by the City that will be addressing economic development goals that will be incorporated into these recommendations. Additionally, the Wichita State University Center for Economic Development and Business Research has conducted a recent (February 2024) impact analysis of historical economic development efforts.

Result of the new SGR report a basis for participation and alignment of efforts.

The Project team to accomplish this work by a Kansas native and local government expert now working with Strategic Government Resources, Clay Pearson. Clay has executive experience across three states in varied contexts that provides sharp focus on processes and structures to deliver desired results, particularly for adding sustainable value. Clay will be joined by a key contributor to the project, Jim Johnson, an award-winning Chamber of Commerce executive who has successfully led Chamber of Commerce work across multiple high performing communities and engaged the business community in partnership to grow membership and align efforts. Technical support, analytics, and development of templates for future use in Emporia will be completed by Jeff Alexander and Khoa Nguyen. Jeff is a singular talent in GIS and data systems, now leading efforts for Fort Bend County, Texas which is over one million people and one of the fastest growing in the country. Khoa Nguyen is a data savant, able to work within data structures and financial reporting and revered for his skills with Microsoft BI.

The process is suggested to entail the following:

Phase 1 – Interviews and Initial Background Information Gathering

- Meeting with City Leadership Team to discuss project goals and to develop an understanding of organizational culture and philosophy as well as expectations for this project.
- Review the City's staffing and lead representatives for this project. Additionally, inventory of any internal and external financial advisor, auditor, and other financial, economic development contacts relevant to the project. City to provide introduction and request for cooperation and assistance as needed.
- Determine any desired interactions with elected officials and/or other partner stakeholders for

the project development.

- Collect feedback from key stakeholders on top opportunities and challenges facing Emporia community and long term). Feedback will be collected either by conducting up to 20 interviews in person for maximum input and direct perspective, supplemented with an online survey as required. Survey feedback analyzed responses and will provide a summary report.
- For the collection of current economic development groups involved, collect data for review to last five years' sales tax and property tax revenue in detail as well as ACFR, operating budget, CIP, debt issuance documents, applicable policies, credit agency reports, and any other relevant financial documents. Team will work with City to determine format that's most appropriate of documents.
- Establish project reporting schedule and desired format.
- **Total Estimated Time: 15 Business days (exclusive of survey completion)**

Phase 2 – Develop Draft Goals and Strategies for Emporia economic development efforts

- Review of stakeholder input to create a narrative summary of themes, concerns, and desired outcomes. Report to include Net Promoter Score (NPS) and national averages.
- Report historical financial results for indicators of job growth, non-residential private capital investment translated to valuation, sales tax revenue (by type), in a clear and engaging manner to represent trends and baselines.
- Provide governance and accountability recommendations to be at the forefront. Providing an agreed-upon mix of representations and viewpoints, while maintaining accountability is critical to long-term success. Public resources must be able to show clear lines of investment and short- and long-term return.
- **Economic development is a team sport.** Many views and roles are required for community success. Agreeing to “lanes” is essential to establish public sector and private ratios and roles in participation. Those roles need to be agreed to and then reviewed and updated regularly. The public sector (city, county, and other taxing jurisdictions) have both a pecuniary reliance and a steady and substantial financial base to participate in economic development efforts. The private sector interests – individual firm, Chamber of Commerce, education and workforce interests, and other non-profit agencies – all have expertise and experience to engage without the public interests being “captured” for narrow benefit.
- Identification of under-participating in the economy and job market for segments of the community demographics – age, education, race and ethnicity – will attempt to be addressed as well to provide information for developing opportunity in full participation in the Emporia growth and success.
- Goals and objectives, benchmarks, and success indicators, both qualitative and quantitative that are appropriate to the different economic development groups will be established. Qualitative measures include quality of life and participant engagement. For the quantitative measures,

dashboards that are updatable with Microsoft BI software will be created that will be dynamic clear representations for stakeholders to use in strategy and adjusting going forward. Discuss and consider using Net Promoter Score (NPS) as part of evaluation metrics.

- Graphic representation of value and trends will be created with templates that can be updated by economic development officials. Using the Government Finance Officers' Association 'Root of Local Government Revenues' (2022) paper, a new understandable basis for measuring and projecting changes in value can be viewed on a per acre basis. As property and sales taxes form the backbone of local government (including schools and county) revenue, which in turn provides the continuation of essential public services, understanding this root basis is essential.
- **Total Estimated Time: 10 business days**

Phase 3 – Development of new Economic Development organizational mix for missions, structures, staffing, and budgets

- Propose mission statement for the organizations, aligning both feedback and draft goals.
- Organization matrix reflecting alignment of current staff and future staffing.
- Showcase of community partner organizations and the ability to create partnerships that productively achieve outcomes. Community partners will be identified as leads on efforts or supporters.
- **Total Estimated Time: 10 business days**

Phase 4 - Present Report and Preliminary Findings

- A draft report will be reviewed with staff team for ensuring alignment and completeness.
- Revisions and clarifications will be made before creating the projection tools and final report preparation.
- **Total Estimated Time: 3 business days**

Phase 5 – Present Final Report and Analysis Tools (concurrent with Phase 4)

- Final report will be completed with Identify and any recommend best practices for use and updates by staff for the tools and report.
- Prepare and report out to leadership the economic development organization's structure.
- Examples of how to market final report to community and stakeholders.
- Implement dynamic dashboards and GIS, allowing economic development officials to update and adapt tools in response to evolving needs.
- **Total Estimated Time: 5 business days**

Tentative Schedule

Subject to revision dependent upon scheduling once plan agreement is executed.

Project Timeline – Starts after contract execution

Phases	Methods and notes	Time for Completion (business days)
Phase 1: Interviews and Initial Background Information Gathering	In Person on site for interviews	15 days
Phase 2: Develop Draft Goals and Strategies for Emporia economic development efforts	Remote and virtual	10 days
Phase 3: Development of new Economic Development organizational mix for missions, structures, staffing, and budgets	Remote and virtual	10 days
Phase 4: Present Report and Preliminary Findings	In Person	3 days
Phase 5: Present Final Report and Analysis Tools (concurrent with Phase 4)	In Person and Remote	5 days
Total:		43 days

Assignment Close

SGR will coordinate any additional arrangements and final billing with the City of Emporia representative.

Client Satisfaction Survey

SGR works very hard to deliver exceptional customer service and it is important to us to get honest and objective feedback from our clients. We may ask you to complete a client satisfaction survey and discuss any feedback and suggestions you may have that will help us in our goal of continuous process improvement.

Review Team -- City of Emporia, Kansas Structures and Coordination for Optimizing Economic and Community Development

Clay J. Pearson, Sr. Vice President, SGR

Clay J. Pearson is an SGR Senior Vice President after serving more than 30 years in local government. A seasoned city manager, Clay's career includes impactful roles in Fort Worth; Pearland, Texas; Novi, Michigan; and Elgin, Illinois, contributing to his expertise in community and economic development, budget and finance, public safety, and technology. His tenure in diverse states and situations, working with cities with population ranges from 60,000 to one million persons and annual budgets ranging from \$29 million to \$1 billion, have equipped him with experience, perspective, and the unique ability to collaborate with elected officials and assist community leaders in transforming their visions into actionable plans.

A native of Lindsborg, Kansas, Clay holds a bachelor's degree in economics from Gustavus Adolphus College (St. Peter, MN) and a Master of Public Administration from The University of Kansas. Clay served as Chair of the International City-County Management Association (ICMA) International Committee for multiple years and held various other leadership positions with ICMA, state associations, and the Alliance for Innovation (AFI). His global perspective and extensive network enhance his contributions to SGR and its clients. Attending the University of Virginia Weldon Cooper Center for Public Service early in his career provided a foundation for creating High Performance Organizations. Clay has used that expertise to support teams, leadership at all levels, and a keen understanding of strategy to build nimble and effective organizations and teams. At SGR, Clay specializes in organization development, community development, and executive recruitment, bringing his wealth of knowledge and experience to support local governments nationwide. Clay is passionate about traveling and engaging with like-minded public servants. He lives near Houston with his wife Jennifer.

Jim Johnson

Jim Johnson has worked in the Chamber industry for thirteen years and is currently the President/ CEO of the Pearland Chamber of Commerce - **the 2023 National Chamber of the Year**. In his role, he oversees the daily operations, strategic planning, and partnerships with multiple community organizations.

Johnson came back to Pearland from Georgetown, TX where he was President and CEO of the Georgetown Chamber of Commerce. Prior to Georgetown, he was the President and CEO for the Lufkin/Angelina County Chamber of Commerce, and the Lufkin/Angelina EconomicDevelopment Partnership. He began his chamber career as the Vice President with the Pearland Chamber.

Jim currently serves as faculty for the US Chamber of Commerce's Institute for Organizational Management program and is a Board of Regent for the Mid-West site. He is the Immediate Past Chair for the Texas Chamber of Commerce Executives and is on the board of directors for the Western Association of Chamber Executives and the Texas Association of Business.

Jim holds a B.A. in History and a minor in Political Science from Texas State University. Jim has received his CCE (Certified Chamber Executive) from the Association of Chamber of Commerce Executives and the IOM (Institute for Organization Management) recognition from the U.S. Chamber of Commerce Foundation. He was recognized as 40 under 40 in 2021 by the Association of Chamber of Commerce Executives. Johnson is married and they have one son.

Jeff Alexander

A GIS and data analytics professional with over five years of experience, specializing in assisting local governments in solving complex spatial problems. Bachelor of Science graduate from Sam Houston State University with a major in Geography and a minor in Geographic Spatial Science.

Currently serving as GIS Administrator for Fort Bend County, Texas, responsible for managing the ArcGIS environment including SDE, Enterprise, and ArcGIS Online. Utilizing Python & SQL to automate complex workflows including SDE maintenance tasks. Leading a team of five GIS Analysts establishing a centralized and innovative GIS under IT.

Previously excelled as a GIS Specialist for the City of Pearland, where responsibilities included producing high-quality exhibits, web applications, and dashboards daily. Managed accurate and up-to-date edits and quality control of 300+ layers. Created and managed the City's ArcGIS Hub centralizing 100+ applications.

Proficient in ArcGIS Pro, ArcMap, ArcGIS Online, Enterprise, Experience Builder, GeoEvent, Network Analyst, Business Analyst, Survey123, Field Maps, Trimble R2 GNSS, Pix4D, DJI Terra, Python, SQL.

Khoa Nguyen

Financial Analyst with three years of experience, specializing in local government financial analysis. Khoa holds a Master of Science in Finance from Seattle University.

Experienced as a Financial Analyst for the City of Pearland before establishing on consulting firm and pursuing doctoral studies, led in-depth data analytical studies on water rates and City revenue analysis and presentations. Proficient in streamlining CIP and tax reports and dashboards using Power BI, Python, and SQL. Proficient in SQL, Python, Power BI, and Pivot software, with extensive experience in data analysis, visualization, and financial modeling.



Economic Development Organizational Assessment

CITY OF EMPORIA



PREPARED BY: **VisionFirst Advisors**

PROPOSAL OFFERED: **5/8/2024**

PROPOSAL VALID FOR: **60 Days**

Gray Swoope, President & CEO, VisionFirst Advisors
3800 Esplanade Way, Suite 195, Tallahassee, Florida 32311
850.320.3911

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Strategy starts
with a vision first.

Introduction

Thank you for the opportunity to submit a proposal for an economic development organizational assessment for the City of Emporia.

Emporia is fortunate to have several entities serving as champions of economic development for the community. These include Emporia RDA, City of Emporia, Lyon County, Emporia Area Chamber of Commerce, Visit Emporia, Emporia Main Street and Ignite Emporia, with the city funding many of these entities. Each of these entities provides a core function and contributes to the economic well-being of the community; however, there is always room for improvement. Given the current situation, it is important to assess current performance and recommend ways to improve overall effectiveness and create a clear plan to work together in a cohesive, strategic manner.

An improved organizational strategy will allow Emporia's economic development entities to increase its competitive position to attract higher-paying jobs and new business development. By working together more collaboratively, Emporia's entities can maximize resources and elevate organizational performance.

To develop an economic development organizational assessment, VisionFirst offers:

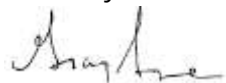
Unmatched experience. Our team has led and assisted communities, regions and states to foster innovation and build high performing organizations. Combining this experience with our ability to strengthen communities through long-term job creation, streamlined operational performance and transformative project implementation will allow Emporia and its economic development entities to achieve greater success in the future.

Data driven results. Data is a critical component to any strategy. It is even more imperative to have a consultant that understands what the data reveals and how to build strategy from that data. We bring a team of certified experts – including a CPA – who understand economic development at the local, regional, state, national and global levels, with the ability to use data to pinpoint trends that define competitive advantages and potential threats.

Realistic and implementable strategies. We have been in your shoes, working at the state, regional and local levels to improve opportunities for residents. As site location advisors, economic developers and communications and marketing professionals, we remain committed to delivering strategies and tactics that are realistic, attainable and implementable.

On the following pages you will find a suggested scope of work that will be customized to fit your exact needs. Please let us know if you should have any questions. We appreciate your consideration of VisionFirst and look forward to working together.

Sincerely,



Gray Swoope, President & CEO

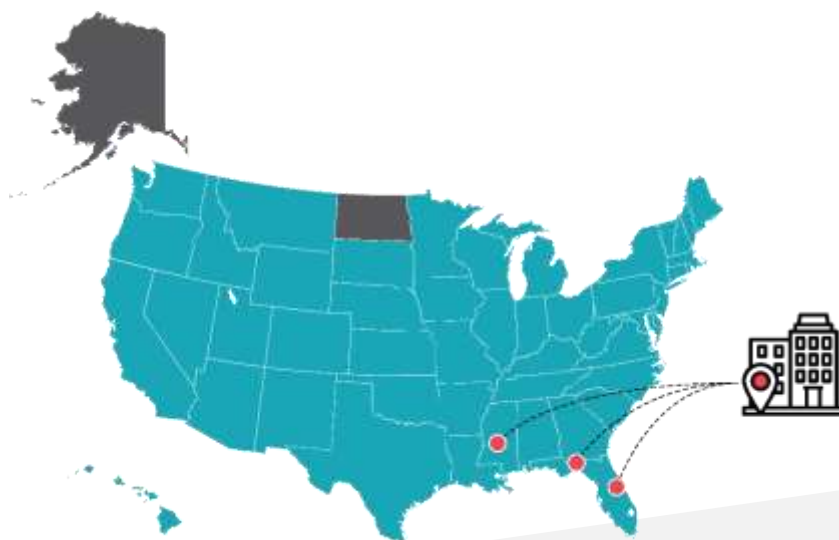
OUR EXPERIENCE

We, as a firm, look at today's most complex economic development challenges, listen to our client's vision, form strategies to achieve objectives and connect people to deliver results that are clear, measurable and add undeniable value for our client. That process includes ensuring the right team is in place for necessary execution.

VisionFirst brings a distinguished team to the project. We are analytical thinkers who can break down strategy into implementable work plans. Our team's capacity is the result of demonstrated expertise in:

- Helping economic and community development professionals create and sustain high-performing teams that lead to significant increases in partnerships, performance and positioning.
- Convening institutions, community leaders, stakeholders and taxpayers to create synergies for transformational community impact.
- Cross-walking targeted industry sectors to strategic investments in human capital and talent pipeline to compete in a global marketplace.





WHO WE ARE VisionFirst Advisors has established itself as a go-to firm in the economic development consulting field with clients from 48+ states and 8 Fortune 500 companies.

With a customer-driven approach, our team acts seamlessly as an extension of our client's team to develop strategy, solve problems and deliver results while mitigating risks and barriers. We know that no two projects are the same and our approach is tailored to each of our clients.

WHAT WE DO We maximize your competitiveness.

Corporations and communities face a myriad of challenges to remain competitive. VisionFirst maximizes client competitiveness, leveraging an extensive and far-reaching network of key connections – attaching resources to drive to goals, synthesizing ideas into action and designing solutions that achieve tangible results. A sampling of our services includes:

 LOCATION ADVISORY - Site Selection Services - Incentive Negotiations - Compliance Services	 ECONOMIC DEVELOPMENT STRATEGY - Strategic Planning - Organizational Structure & Management - Marketing & Communications - Facilitated Sessions	 LABOR & MARKET INTELLIGENCE - Labor Market Components - Historic & Future Data & Trends - Untapped Talent - Education & Industry Alignment
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In addition to Gray, VisionFirst is solidified by a team of professionals that have worked together at the executive level of state economic development entities for years and are now growing the private practice. The same axioms for success exist today as they did years ago, when they started collectively working together:

RESPECT
+
TRUST
+
REPUTATION
+
RESULTS

These truths are part of the VisionFirst culture and are represented through our client work.

As advisors, we recognize that our actions, as representatives, intentional or unintentional, are a reflection on our clients.

VisionFirstAdvisors.com

Key Personnel

As your partner, VisionFirst Advisors brings an in-depth understanding of the competitive site selection process, local economic and community development, workforce training as well as marketing and communications experience to drive the outcomes for this engagement. No other firm offers our depth of expertise and personalized service.

We pride ourselves on providing a custom approach that leverages the knowledge of each staff member to listen to our client's vision, form strategies to achieve well-defined objectives and deliver solutions to our clients. Our team provides an integrated project delivery in which the necessary expertise is embedded in the process. Our structure allows for streamlined responsiveness and clarity of communication.

ROLES	RESPONSIBILITIES
PROJECT EXECUTIVE Gray Swoope, President & CEO (Tallahassee, FL)	Guides and directs strategy
PROJECT LEAD Nancy Heintz, Managing Director (Tallahassee, FL)	- Central point of contact and coordination - Ensures availability and commitment of resources - Provides updates
PROJECT TEAM Greg Word, Managing Director (Jackson, MS) Griff Salmon, Principal (Orlando, FL) Kathy Gelston, CPA (Jackson, MS) Brenda Lathan, Senior Consultant (Jackson, MS) Maria Crume, Consultant (Tallahassee, FL)	- Works with lead on all project components - Coordinates, drafts and executes project deliverables - Collaborates with stakeholders - Offers site selection and incentive guidance and expertise
FINANCIALS Mitzi Woods, Office Manager (Tallahassee, FL)	Billing and reporting

Effective program management is critical to executing a large project with parallel workflows. Given the virtual nature of today's business climate, we will deploy a technology package that will promote effective project management and will include a variety of tools, including:



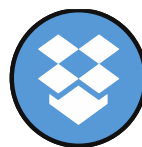
Email
Communications



In-Person and
Online
Individual &
Group Meetings



Virtual/Online
Meetings via
Microsoft
Teams



Cloud File
Sharing



Office 365
OneDrive

--- Technology Solutions ---



MEET OUR TEAM

VISIONFIRST ADVISORS
STRATEGY | ACTION | RESULTS

Strategy starts with a vision first.

Gray Swoope
President & Chief Executive Officer
TALLAHASSEE, FLORIDA



Griff Salmon
Principal
ORLANDO, FLORIDA



Nancy Blum-Heintz
Managing Director
TALLAHASSEE, FLORIDA



Greg Word
Managing Director
JACKSON, MISSISSIPPI



Kathy Gelston, CPA
Financial Analyst
JACKSON, MISSISSIPPI



Brenda Lathan
Senior Consultant
JACKSON, MISSISSIPPI



Maria Crume
Consultant
TALLAHASSEE, FLORIDA



Mitzi Woods
Executive Office Manager
TALLAHASSEE, FLORIDA

Tallahassee

Orlando

Jackson

VISIONFIRSTADVISORS.COM

Scope of Work

Emporia benefits from multiple entities dedicated to driving economic growth and progress within the community. However, it is important to periodically take a step back and reevaluate how to best increase coordination and elevate success. Using stakeholder feedback, organizational assessments and witnessing national best practices, VisionFirst will develop a framework for the optimal organizational structure and economic development ecosystem for Emporia.

As such, VisionFirst has developed a suggested scope of work to assess the current situation and make organizational recommendations to improve the efficiency and coordination of Emporia's economic development entities. The effort will be led by Gray Swoope and supported by Nancy Blum-Heintz. Each phase and its associated components and deliverables are outlined on the following pages and can be customized to fit your exact needs.

Building Consensus

Strategy, like building a house, starts with proper planning and design before the foundation is laid. VisionFirst utilizes the initial kick-off meeting with the designated project team to review the desired outcomes of our clients, build consensus on goals and adjust the designs as necessary for success. This process allows us to identify milestones while developing a communications structure for the entirety of the project.

In addition, the meeting will help us identify who will assist VisionFirst in coordinating information, identifying key stakeholders for engagement and providing guidance throughout all phases of the effort. Our staff will facilitate an online meeting with a review of the project objectives, refine the scope as necessary and pinpoint expected outcomes and deliverables. A firm timeline will be established with milestones for updates and progress.

Activities Include:

- Kick-off planning session.
- Formulate schedule of meetings, timelines and update calls.
- Begin identifying and collecting organizational and programmatic information on all entities providing economic development services in Emporia.
- **Deliverable:** Engagement guide for the project including check-in calls/meetings and final schedule of drafts and deliverables within five business days following the meeting.

Conducting Situation Analysis & Benchmarking

Evaluation is a prudent step to assess Emporia's entities and their economic development efforts. It helps identify strategies to achieve objectives and maintain alignment with constituents and stakeholder partners. To implement successful economic development strategies, it is critical to evaluate the ecosystem and each of the entities delivering services.

As such, VisionFirst will evaluate the organizational capacity and technical feasibility of the five city-funded entities providing economic development services in Emporia. We will collect and evaluate programs of work, strategic plans, budgets, funding sources, organization structure, staff size, capabilities and functional areas of each =. Evaluation will focus on programs for business retention and expansion, recruitment, product and talent development as well as support functions.

Additionally, to provide context to competitiveness, VisionFirst will conduct an online desktop analysis of Emporia's economic base, identifying economic trends and their impact on the city's future economic composition, including those related, but not limited to workforce, education, housing affordability and quality of place. The data will be compiled from numerous trusted state and national sources including: JobsEQ by CHMURA Economics and Analytics, U.S. Census Bureau, StatsAmerica, National Center for Education Statistics, the Brookings Institute and more.

The data along with the initial organizational assessments will provide a baseline of information for use throughout stakeholder engagement.

Activities Include:

- Collect and evaluate programs of work, strategic plans, budgets, funding sources, organization structure, staff size, capabilities and functional areas of each of the five city-funded entities.
- Collect, review and evaluate research and data analysis to provide a clear picture of the city's current economic outlook compared to the state and nation using trusted research tools.
- **Deliverable:** Review and assess current programs in business retention and expansion, recruitment, product and talent development as well as support functions.
- **Deliverable:** Data collection and analysis to assist in facilitating stakeholder engagement.

Facilitating Strategic Planning Session & Stakeholder Engagement

To develop a new organizational structure, it is critical to collect added input from a variety of stakeholders using a tiered approach to gather feedback and commitment from varying perspectives. To do so, VisionFirst will use a two-prong approach.

First, VisionFirst will facilitate a strategic planning session with representation from leadership of each of the five city-funded entities providing economic development services in Emporia. The session will include presentations, learning exercises, hands-on activities and action planning. The session will allow Emporia's economic development partners to identify what success looks like in a new structure. The session will take place over four hours and will be designed to be interactive and iterative. Topic areas will include:

1. Current state of economic development
2. Understanding missions and goals
3. Building value to the city

4. Identifying best practices and efficiencies
5. Understanding core customers and their expectations
6. Creating a matrix of economic development services and responsibilities
7. Defining an approach for collaboration and a structure for success
8. Increasing competitiveness

Within the session, VisionFirst will encourage community leaders to focus on the core economic development mission - or North Star. This will enable all entities contributing to the ecosystem to understand their role, collaborate and focus efforts leading to achieving that vision. To do so, VisionFirst uses four questions, referred to as the "Four W's":

1. who you are,
2. what you do,
3. why you do it, and
4. for whom?

Utilizing this interactive process will allow stakeholders to share their thoughts and develop ownership in a new organizational structure.



In addition to the feedback collected from the facilitated planning session, VisionFirst will gather additional perspectives by conducting four to six stakeholder meetings. These meetings could include organizational leadership, business leaders, civic and community leaders, education and workforce officials and others.

Following the stakeholder engagement, VisionFirst will begin to develop a framework that provides organizational efficiencies, benchmarks, a high-level structure, functions, responsibilities and metrics for consideration.

Activities Include:

- Guide and facilitate a four-hour planning session.
- Lead planning session for discovery, efficiencies, collaboration and education.
- Conduct additional stakeholder meetings as necessary.
- Identify strategies that create a culture of performance excellence, continuous improvement and project competitiveness.

- **Deliverable:** Develop and implement stakeholder engagement plan to include leadership of the five city-funded economic development entities, as well as any additional stakeholders.
- **Deliverable:** Document, summarize and frame input from the engagements in addition to the situation and data analysis.

Developing the Framework

VisionFirst will incorporate summary data and analysis with the feedback gathered from the planning session and stakeholder engagements into a suggested framework as to what a new organizational structure looks like for the community. The framework will connect and direct Emporia's economic development entities and stakeholders with a clear path for moving forward with increased collaboration. Recommendations for organizational and operational adjustments will be provided to better position and align the economic development efforts of Emporia's entities and allow each to be successful and sustainable long-term.

A customer-groups-served matrix will be developed for the entities to utilize moving forward. A clear mission will also be developed to provide organizations with a sense of purpose, direction and accountability.

Framework will Include:

- An organizational structure that allows Emporia's five city-funded entities to work together in increased collaboration and efficiency.
- Recommendations to improve processes, metrics and expected outcomes of the collective entities' economic development efforts.
- Process and efficiency strategies utilizing best practices and research to position Emporia's entities for success.
- A customer-groups-served matrix.
- A shared economic development vision and mission that will guide the stakeholders in implementing economic development programs and efforts.
- VisionFirst will provide a draft assessment for initial review and the project team will have the opportunity to provide edits. Upon completion of the document, VisionFirst will present the plan virtually to stakeholders.

Pricing

The proposed fee for the project is \$55,000 to \$65,000 excluding reasonable expenses. The price differential is dependent on the number of in-person stakeholder meetings and associated timeframes. Every effort is made by VisionFirst to minimize expenses and maximize efficiency. VisionFirst anticipates expenses will not exceed 10%, and includes items such as non-local transportation, travel, research, production costs and subscriptions.

This fee is based on the estimated time and experience of the individuals performing the work. VisionFirst is committed to meeting the project time and budget requirements.

This price proposal is valid for 60 days.

Appendix: Staff Bios



Gray Swoope

President & Chief Executive Officer



Gray.Swoope@VisionFirstAdvisors.com



AREAS OF EXPERTISE

- 30 Years of Leading Site Selection, State, Regional & Local Economic Development
- Economic Development Risk Mitigation
- Leverage of Economic Development for Greater Impact
- Experience in Helping States & Communities Invest in Infrastructure & Talent
- Building Community Capacity to Leverage Funds
- Compliance Processes & Procedures

“We greatly value every engagement knowing that we have been invited to the table to be a partner. It is important we reflect the values of our client, fill that gap of knowledge and deliver results while maintaining trust.”

A recognized leader in economic development and site selection, Gray launched VisionFirst in 2015. Since that time VisionFirst's client portfolio has grown to span more than 40 states and includes six Fortune 500 companies.

Gray has led VisionFirst in a host of facility and plant expansions as well as relocations in industries such as biotechnology, automotive, aerospace and hyper-scale enterprise data centers. As a result of his unmatched experience and understanding of project drivers, Gray was named a member of the Site Selectors Guild – one of only 58 full members. Guild membership is the highest standard in the corporate site selection industry.

Prior to starting VisionFirst, Gray served in Florida Governor Rick Scott's administration (2011-2015) as secretary of commerce and president and CEO of its public/private economic development organization, Enterprise Florida, Inc (EFI). Before joining Governor Scott, Gray served as executive director of the Mississippi Development Authority (MDA) under Governor and current VisionFirst board chair, Haley Barbour. During his tenure at MDA, Gray led the project team in successfully recruiting several global corporations to the state.

Additionally, his leadership following Hurricane Katrina was critical to Mississippi's recovery efforts. The team's efforts were widely accoladed and can be credited to many of the natural disaster recovery programs currently in place today.

Gray earned both undergraduate and graduate degrees from Mississippi State University. In his spare time, Gray can most likely be found out on the water. He has a passion for boating, fishing and simply spending time outdoors. Gray and his wife have two daughters, one in law school at Ole Miss at the other working in the film and entertainment industry in New York City.



Griff Salmon

Principal



Griff.Salmon@VisionFirstAdvisors.com



AREAS OF EXPERTISE

- Location Advisory & Asset Review
- Staffing Structures & Performance
- Stakeholder & Board Meetings
- Business Development & Retention Programs
- Staffing Attraction & Retention

“Not everyone’s chosen profession offers them the chance to provide opportunity to others. In Economic Development you have the chance every morning you walk into the office. Having just a small impact on the creation of a job or the benefit of new investment is why is cherish the opportunity to work at

A pioneer in the field of economic development, Griff serves as principal for VisionFirst Advisors in the firm’s Orlando office. His extensive background in operations and business development allows him to offer a unique perspective to economic development organizations and companies looking to expand or relocate. His dedication to fostering business growth, helping economies flourish and encouraging healthy, sustainable growth is unmatched.

Prior to joining VisionFirst, Griff served as the executive vice president and chief operating officer for Enterprise Florida (EFI), where under his leadership the business development team announced project wins such as GE, Amazon and Lockheed Martin. In addition, Griff effectively managed the organization's divisions to strategically focus resources while his collaborative management style led to partnerships with a statewide network of regional and local economic development organizations.

Griff also served as director of the Mississippi Development Authority's (MDA) Global Business division. At MDA, the business development team announced competitive project wins from companies such as GE Aviation, Toyota, PACCAR and McKesson. Griff was also congressional liaison for MDA's Federal Department of Defense and Congressional Liaison Bureau where he worked to maintain military presence in the state as well as expand capabilities to secure future missions as part of the federal government's Base Realignment and Closure Act.

Griff earned a master's degree in public policy and administration at Mississippi State University and a B.S. from Millsaps College.

In his spare time, Griff can be found on the tennis courts. He also enjoys spending time with his wife, son and two German Shepherds.



Nancy Blum-Heintz

Managing Director



Nancy.Heintz@VisionFirstAdvisors.com



AREAS OF EXPERTISE

- 20 Years of Executive Level Communications Leadership, Strategy Development & Demographic Research
- Government Accountability & Transparency
- Strategic Communications
- Workforce & Demographic Research & Strategy
- Educational Choice Policy
- Regional Planning

“I love how our team approaches each client from a unique perspective. We bring together our various backgrounds and expertise to help our clients achieve success by working together passionately and with purpose.”

Nancy brings more than two decades of executive-level marketing, communications, government relations and economic development expertise to VisionFirst.

Nancy worked alongside VisionFirst's principals as Vice President of Strategic Alignment & Communications at Enterprise Florida (EFI). In that position, she developed strategies to adhere to strict public records laws while at the same time balancing necessary client confidentiality. She also served in leadership roles at several state agencies in Florida. Prior to joining VisionFirst, she served as the National Director of Communications for the Foundation for Excellence in Education (ExcelinEd), a leader in designing policy and implementation strategies to improve our nation's educational attainment and workforce competencies.

VisionFirst's clients have come to rely on her marketing and communications background and capabilities. Nancy led the development of a multi-media marketing campaign for Triumph Gulf Coast, a \$1.5 billion economic development fund to expand Northwest Florida's economy. The strategy included message and asset development to reach target audiences and motivate behavior.

Nancy's efforts have also focused on workforce and education initiatives that grow talent pipelines, improve competitiveness and assist underserved populations. Nancy leads the development and implementation of the Tennessee Valley Authority's Workforce Invest grant program. She is a certified JobsEQ user, combining her education outreach expertise with data analytics to assist communities in explaining and implementing education and workforce initiatives.

Outside the office, Nancy, a true fitness fanatic, can most likely be found at the gym or spending time with her two daughters.



Greg Word

Managing Director



Greg.Word@VisionFirstAdvisors.com



AREAS OF EXPERTISE

- Strategy Development, Technology & Data Analytics
- Economic Development Research, Analysis & Reporting
- Industrial Lead Generation (community-side)
- Product Formation & Development
- Graphic Design; Marketing, Branding & Identity Creation
- 3D Modeling, GIS Mapping, Conceptual Plans & Presentations
- Collaborative Management

“Our work is always changing. Always evolving. I enjoy being part of a collaborative team that provides concepts and innovative solutions to a wide variety of clients.”

As a managing director at VisionFirst Advisors, Greg has worked in economic development at the regional, state and utility levels. His scope of experience that is both broad and specialized, making him an important asset to the VisionFirst team. The level of commitment he gives to each, and every client has earned him a great deal of recognition and respect within the field, including being named one of North America's Top 50 Economic Developers by Consultant Connect.

Prior to joining VisionFirst, Greg served as senior vice president of Economic Development for the Greater Jackson Alliance. In this role, the organization was recognized by Community System's Digital 25 as an "organization that best uses digital technology to differentiate its community online to better serve businesses."

Before joining the Alliance, he was bureau manager of Business Intelligence and Support for the Mississippi Development Authority. Greg also served as manager technical/graphic services for North Mississippi Industrial Development Association. In these roles, his involvement in economic development teams helped produce numerous successful projects resulting in more than \$3 billion in investment and thousands of announced jobs.

A graduate of Mississippi State University, Greg currently serves on the board of directors for the Mississippi Economic Development Council as Past President.

Greg brings his energetic and enthusiastic nature to his life outside the office as well. He enjoys fitness, travel, exploring the outdoors and bird watching. He is also passionate about community outreach and serves on the board of directors for Extra Table, an organization committed to ending hunger in Mississippi.



Kathy Gelston, CPA

Financial Analyst



Kathy.Gelston@VisionFirstAdvisors.com



AREAS OF EXPERTISE

- Government Finance
- Deep Understanding of State Taxation
- Incentives Contracting & Compliance
- Public/Private Partnerships
- Complex Financial Mechanisms
- Accounting Oversight

“Working with industry professionals to help them understand the true costs and values of their location operations is very satisfying to me. It is not enough to provide an incentive number; to make an informed decision, companies need the actual value of those incentives alone with the cost of doing business at that location. That is what

As VisionFirst Advisors' financial analyst, Kathy, a Certified Public Accountant (CPA), is known near and far for her unparalleled abilities in understanding the numbers. With close to 30 years of executive-level public-sector experience, she brings a depth of understanding of public and private-sector finance particularly in the execution and compliance of economic development programs. Kathy has the unique ability to explain incredible complex financial mechanisms in a way that both the media and taxpayers can understand.

Prior to joining VisionFirst, Kathy served as associate vice president of corporate engagement and economic development at Mississippi State University working with industry to identify university and business partnership opportunities in research, training and problem resolution. As a member of the executive management team for the Office of Research and Economic Development for the university, Kathy set research policy, managed the university research park as well as several university level research centers, provided technical assistance and identified university opportunities for projects considering location or expansion in the state.

Before her tenure at the university, Kathy served as chief financial officer for the Mississippi Development Authority (MDA), the state's primary economic development entity, overseeing the agency's Financial Resources and Accounting and Finance divisions. She was responsible for the agency's legislative activities, coordinating state-funded incentive programs and developing incentive packages for industry locating or expanding in the state.

Previously, Kathy worked at KPMG, where she served as the Mississippi specialist and a state and local tax manager for two years, and at the Mississippi Department of Revenue, where she worked for 12 years. She served as deputy director of audit and compliance while at the agency.

Outside of work, spending quality time with family is Kathy's biggest priority. She can usually be found doting on her four grandchildren, whom she greatly adores. She also enjoys reading a good book, croqueting and watching sports.



Brenda Lathan

Senior Consultant



Brenda.Lathan@VisionFirstAdvisors.com



AREAS OF EXPERTISE

- Regional & Rural Development
- Product Development
- Retail Development
- Project Management
- Business Retention & Expansion

“*Economic development is the common vehicle to affect change in the communities we serve. I enjoy seeing the light in the eyes of people who have been positively affected by the work we do. I do not know of another profession that can continuously see life-changing results on projects as they evolve.*”

Brenda, a senior consultant for VisionFirst Advisors, is a certified economic developer specializing in rural and regional economic development. Her passion and dedication for making a difference for our clients combined with her more than 20 years' experience brings instant value to projects. Brenda focuses on improving community competitiveness through her commitment to meeting customer and project demands.

Before joining VisionFirst Advisors and forming her own consulting company, Brenda served as Senior Vice President of Economic Development for the Golden Triangle Development Link, where she managed Lowndes County's Golden Triangle Industrial Park and its three TVA certified megasites. During Lathan's tenure with the LINK, the community experienced investments of over \$6 billion and the creation of 5,000+ jobs. Lathan currently serves as chairperson of the Mississippi Department of Environmental Quality Commission, which oversees all environmental activity in the state. She also serves on the Governor's Gulf Coast Advisory Committee, which makes recommendations for the use of funds received from the BP oil spill.

Active in the community, Brenda was recognized by the Mississippi Business Journal as one of Mississippi's Top 50 Businesswomen and she has served on the Board of Directors for the Mississippi Economic Development Council as well as the International Council of Shopping Centers. She is also passionate about mentoring and motivational speaking, with an inspiring dedication to encouraging young women to work in economic development.

A graduate of the Mississippi University for Women, Brenda is also extremely passionate about mentoring and motivational speaking, with an inspiring dedication to encouraging young women to work in economic development. Outside of work, Brenda loves spending time with her close-knit family. She has two daughters, three sons, five grandchildren and two great-grandchildren. She also enjoys cooking, tending to her flower garden and playing cards.



Maria Crume

Consultant



Maria.Crume@VisionFirstAdvisors.com



AREAS OF EXPERTISE

- Communications & Marketing
- Social Digital Media
- Internal Communications & Messaging
- Project Management
- Event Management

“I am fortunate to be part of a team whose goals is to help communities and clients adapt and thrive in today's ever-changing economic climate.”

As a consultant for VisionFirst Advisors, Maria brings a fresh perspective on economic development with her background in communications, digital marketing and social media. She is well versed in the importance of clear and creative messaging to build a successful brand and grow an engaged online presence. Her innovative thinking, inquisitive nature and enthusiasm for people make her an asset to clients who want to control their narrative and effectively tell their unique stories.

After graduating from the University of Florida, Maria lived in the Pacific Northwest and New York City before returning to her home state of Florida. From her background in the hospitality and nonprofit industries prior to working in economic development, Maria developed a passion for working with people and collaborating with others to find effective solutions.

Maria is passionate about what successful economic development can bring to communities and how that success can increase the quality of life for all citizens. A certified user of Chmura's JobsEQ, she is well versed in not only data analysis, but interpreting the unique story behind the data and what it means for the community. She enjoys helping people thrive both in and out of the office, volunteering for various outreach programs in her community.

In her spare time, Maria's passions include traveling, cooking, music festivals and doting on her beloved pets, Arlo the Irish Setter and Anastasia the cat.



Mitzi Woods

Executive Office Manager



Mitzi.Woods@VisionFirstAdvisors.com



AREAS OF EXPERTISE

- Administrative & Executive Support
- Office Management
- Financial Services
- Facilities Management
- Staff Support

I am thrilled to bring my experience in higher education and healthcare to VisionFirst Advisors. I look forward to supporting each of our clients to realize their goals and achieve success.

As executive office manager, Mitzi oversees VisionFirst's staff support, technology needs, financial services and facilities management. She is a highly organized and efficient individual who keeps the office running smoothly on a daily basis. Her extremely personable and people-centric nature is an asset to VisionFirst as well as to clients.

With more than 20 years of administrative and executive experience in fast-paced, results-driven environments, Mitzi keeps VisionFirst moving forward in its mission to achieve results for our clients. She prides herself in her multi-tasking and prioritization capabilities. Her ability to anticipate needs and remain adaptive and prepared in any situation is unparalleled.

Prior to joining the team, Mitzi worked in higher education serving in multiple executive-level administrative roles at Florida State University during her 15 years on campus. While at FSU, Mitzi managed high-profile events as well as donor relations and outreach.

Most recently, Mitzi served as the Executive Office and Services Manager at Florida Health Care Association. There she supported members and colleagues with a customer focused approach in everything from office management, member relations and executive assistance to the CEO.

Outside the office, Mitzi's biggest passions include faith, fitness and all things FSU. She is extremely active in the Tallahassee community, serving in various roles including the North Florida Fellowship of Christian Athletes Board of Directors alongside her husband. She is also a proud military mom of a Marine Corps Lance Corporal.

THANK YOU



VISIONFIRST ADVISORS
3800 Esplanade Way, Suite 195
Tallahassee, Florida 32311
(850) 558-6900



Next Move Group

EXECUTIVE SEARCH & REORGANIZATIONAL STUDY PROPOSAL

Executive Director

Emporia, Kansas, Economic Development Corporation



April, 2024

www.nextmovegroup.com

Next Move Group's Mission

Next Move Group exists to create economic growth for small to mid-sized companies, communities, and nonprofit organizations.

Check out our website to learn about our mission: www.thenextmovegroup.com

Why is our mission to create economic growth for small to mid-sized companies, communities, and non-profit organizations?

When our Co-Founder Chad Chancellor was 9 years old, his small town was crushed economically, and his dad lost his job when Sunbeam moved a blanket factory from his hometown to China. Ever since, he has been passionate about helping small towns create economic growth, so others don't have to go through the pain he saw in his town.

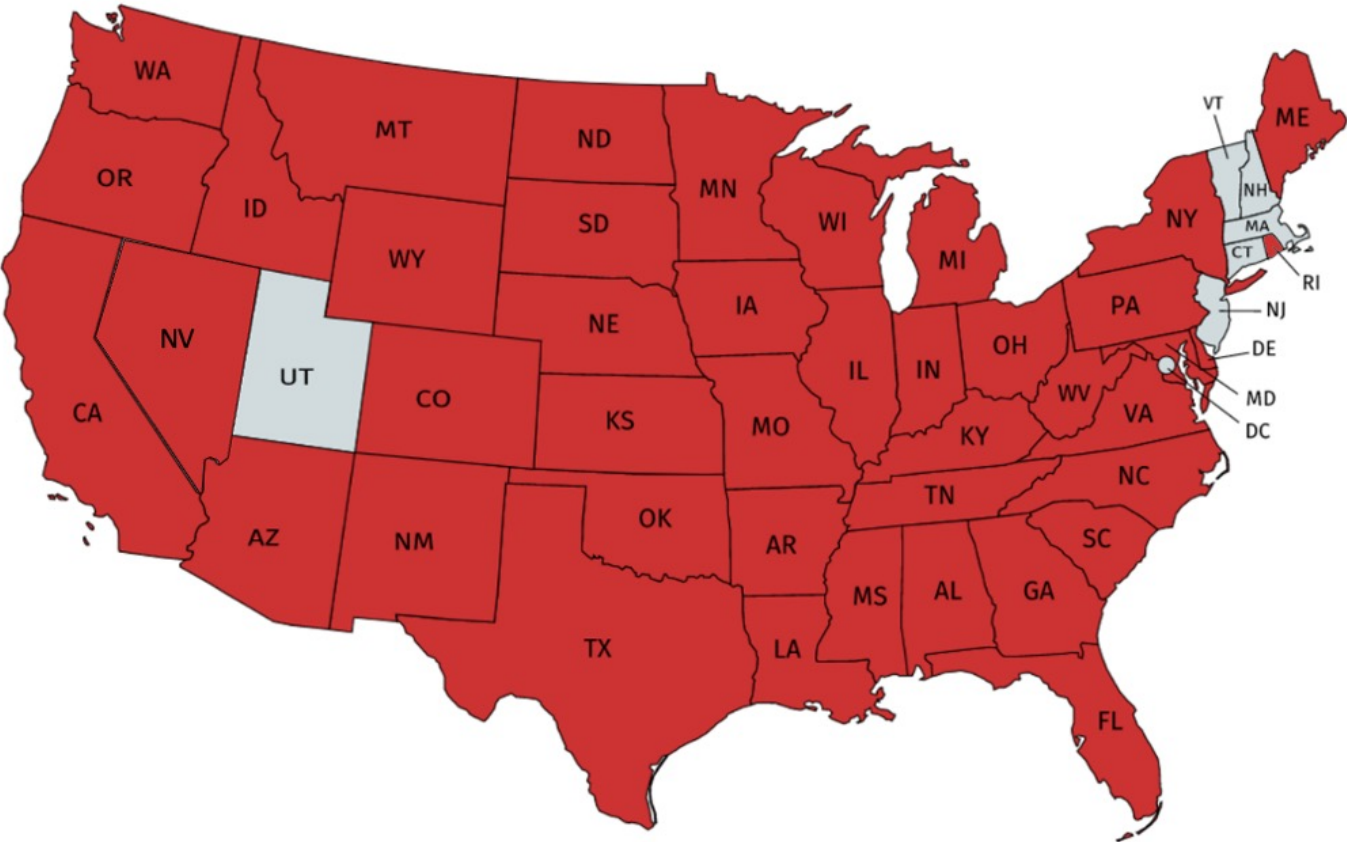
Our other Co-Founder Alex Metzger was raised in a mid-sized community by an entrepreneurial family. His family-owned meat processing facilities from the 1920s through the 1990s. Metzger saw them eventually exit this market as Wal-Mart and other big box retailers put them out of business. Ever since, he has been passionate about helping small to mid-sized companies create economic growth due to seeing the economic realities of how times are always changing.

What services do we offer to pursue our mission to create economic growth for small to mid-sized companies, communities, and non-profit organizations?

We do executive searches for small to mid-sized economic development organizations, chambers, communities, and nonprofit organizations. We do site selection consulting for small to mid-sized manufacturers, food processors, and distribution companies. Additionally, we offer economic development marketing and board training products to small to mid-sized communities.



We Have Serviced Clients From All The States In Red Since 2014:



Top 10 Reasons to Partner with Next Move Group for this Search

- 1. OUR CLIENTS CONSTANTLY TELL US THEY LOVE HOW EASY AND CONVENIENT OUR VIDEO INTRODUCTION PROCESS IS FOR THEM.** We record 2 to 3-minute video introductions with all the candidates who express interest so you can watch in the comfort of your home or office to preview these people before you spend a penny bringing them to your community. These are designed to be easy and convenient for you. We ask candidates 3 questions: 1) Tell us about yourself; 2) Why do you want this job, 3) Describe your qualifications for this job.

You then get to watch these on your iPad, iPhone, or computer while in the comfort of your own home or office at a convenient time and place for you.

How the video introductions will be delivered to you:



Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

2. MOMENTUM HELPING SMALL TO MID-SIZED COMMUNITIES NATIONWIDE. If you read our mission, you will understand why we focus on small to mid-sized communities, and right now no firm in America has more momentum doing executive searches for small to mid-sized communities than we do. We don't want to help the Atlanta's or New York's or Boston's of the world, it's not in our mission, we want to help small to mid-sized communities like yours. We have helped regions your size from coast to coast, literally from Washington State to Maine to Florida and all parts in between.

Sampling of Executive Searches We Recently Completed or Secured:



- Dickinson County, Kansas, Economic Development
- Leavenworth County, Kansas, Development Corporation
- Montgomery County Action Council, Kansas
- Emporia, Regional Development Association of East Central Kansas
- North Central Regional Planning Commission, Kansas
- Brazos Valley, Texas, Economic Development Corporation
- Grand Junction, Colorado, Chamber of Commerce
- Jefferson City, Missouri, Chamber of Commerce
- Carroll County, Iowa, Chamber of Commerce
- Marshalltown, Iowa, Chamber of Commerce
- St. Charles County, Missouri, Economic Development
- Dyersburg, Tennessee, Chamber of Commerce
- Putnam County, Florida, Chamber of Commerce
- Deep Creek Lake, Maryland, Chamber of Commerce
- Irving, Texas, Chamber of Commerce
- Wenatchee Valley, Washington, Chamber of Commerce
- World Trade Center of New Orleans
- Cheyenne, Wyoming, LEADS, Economic Development
- Kennebec, Maine, Regional Development Authority
- Florida's Great Northwest, Economic Development
- Riverport of Paducah, Kentucky
- Galveston County, Texas, Economic Development
- Oswego County, New York, Economic Development
- Pinellas County, Florida, Economic Development
- Hancock County, Mississippi, Port/Airport
- West Fargo, North Dakota, Economic Development
- Hinds County, Mississippi, Economic Development
- Victoria County, Texas, Economic Development
- Plainview, Texas, Economic Development
- Temple, Texas, Economic Development
- Tuscaloosa County, Alabama, Economic Development
- Jefferson County, Illinois, Economic Development
- Oshkosh, Wisconsin, Economic Development
- Plus, DOZENS more...



Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

3. **RESULTS OF OUR PLACEMENTS SINCE 2014.** Our economic development executive search placements have experienced great success across the US. Since 2014, our placements have recruited **over 435** new businesses, with **over \$20 BILLION** in capital investment, and helped create **over 43,000** jobs.



Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

4. **WE ALSO DO SITE SELECTION CONSULTING FOR MANUFACTURERS, MEANING WE HAVE PREVIEWED MANY OF THE CANDIDATES YOU WILL INTERVIEW AS WE WITNESSED THEM HOSTING PROSPECT VISITS, COMPLETING RFIS, ATTENDING CONFERENCES, ETC.** Each time we do a site selection project we meet hundreds of local, regional, state, utility, and railroad economic developers. This is helpful to you because we have seen these people in action as they have recruited our manufacturing clients.

**Our February Site Selection Announcements:
February 26, 2024**

Next Move Group Site Selection Client Project
Location Announcement:
650 Jobs, \$234 Million Investment,
\$54 Million/Year Payroll

After Reviewing More Than 100 Sites With Next Move Group,
Schaeffler Selects Dover, Ohio, For Electric Beam Axle &
Drivetrain System Manufacturing Facility.

PROJECT DETAILS



650
JOBS

\$234,350,000
TOTAL FIXED ASSET INVESTMENT

\$54M
PAYROLL



SCHAEFFLER

Schaeffler Group USA's parent company, Schaeffler AG, is headquartered in Germany and operates in approximately 200 locations and 50 countries. Schaeffler Group USA provides components for drivetrains in automotive, aerospace, and industrial applications. Key customers include Ford, General Motors, and Stellantis.

650 Jobs, \$234 Million Investment

Top 10 Reasons to Partner with Next Move Group for this Search Search, continued.....

4. **WE ALSO DO SITE SELECTION CONSULTING FOR MANUFACTURERS, MEANING WE HAVE PREVIEWED MANY OF THE CANDIDATES YOU WILL INTERVIEW AS WE WITNESSED THEM HOSTING PROSPECT VISITS, COMPLETING RFIS, ATTENDING CONFERENCES, ETC.** Each time we do a site selection project we meet hundreds of local, regional, state, utility, and railroad economic developers. This is helpful to you because we have seen these people in action as they have recruited our manufacturing clients.

**Our February Site Selection Announcements:
February 14, 2024**

Next Move Group Site Selection Project Location Announcement:
500 Jobs, \$500 Million Capital Investment
Next Move Group Site Selection Client EnerSys selects Greenville, South Carolina, to develop a lithium-ion cell gigafactory to advance battery production in the United States.



EnerSys is a 100+ year old publicly traded company based in Reading, Pennsylvania. EnerSys has 11,000+ employees with an annual revenue of \$4+ billion. EnerSys served 10,000+ customers in 100+ countries.



Chuck Sexton (Next Move Group CEO) At Yesterday's Announcement With From L to R: Tony Smith (Greenville Area Development Corporation), Amanda Lucas (South Carolina Dept Commerce), Matt Hinshaw (Bradley), Scott Poag (Yates), Liz Seaman (Greenville County), Dave Shaffer (EnerSys CEO), Mark Matthews (EnerSys), Max Nice (EnerSys), Jim Burns (Greenville Area Development Corporation), Chuck Sexton (Next Move Group)

**500 Jobs,
\$500 Million
Investment**

Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

5. TESTIMONIALS. See what our clients say about us.

Our Latest Testimonial:

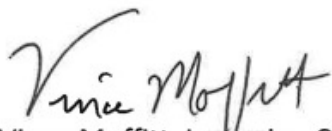


FOUR CORNERS ECONOMIC DEVELOPMENT, INC.

February 27, 2024

To whom it may concern:

Early last year we considered hiring The Next Move Group to find the next President/CEO of 4 Corners New Mexico Economic Development, but instead decided to try first on our own. After failing to find a candidate of the caliber we desired we contracted with NMG in October 2023, and before Christmas, we had multiple extremely qualified candidates and brought two in to interview. We would have been happy with any of these candidates. The process was efficient, and enlightening, and saved everyone on our committee a lot of personal time. Ultimately, we hired the top candidate, and Next Move consulted closely throughout the process. I highly recommend the Next Move Group and we are elated with both our decision to hire a search firm and the candidate we hired.



Vince Moffitt, Incoming Chairman of the Board of Directors
Co-Chair, CEO Search Committee
Four Corners Economic Development, Inc



New Mexico

Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

5. TESTIMONIALS. See what our clients say about us.

“Galveston County has a strong, unique, and diverse economy, so it was vitally important to us to find a search firm that was more than just a search firm, we wanted one that truly understood all aspects of economic development. We found that in the Next Move Group. We appreciate how they listened to all our leaders, and researched our area thoroughly before they searched the market rather than coming to us with preconceived ideas of the type person to hire.”



Tyler Drummond
Chief Staff

From: Peter Mills [mailto:pmills@mainelegal.net]
Sent: Saturday, July 8, 2017 10:02 AM
To: mpardue@kennebunkmaine.us; costerrieder@kennebunkmaine.us
Cc: Chad Chancellor <chad@thenextmovegroup.com>; Alex Metzger <alex@thenextmovegroup.com>
Subject: Economic development

Mike & Chris,

I understand that Kennebunk may be looking for a specialist in Economic Development. In our search for a new Executive Director for Kennebunk Economic Development Authority (I'm a board member), the 24 town consortium that owns and manages FirstPark in Oakland, we have been using Chad Chancellor and Alex Metzger whose firm is called Next Move Group out of New Orleans. They do both site selection and recruitment for economic developers and thus know both ends of the trade.

They have done fabulous work for us. I strongly recommend that you talk to them. Chad's phone is 504-648-7716.

Attached is a draft of the job profile that they helped us put together to advertise for the position. We now have a number of excellent candidates to interview from around the nation. We will be sure to send some of our second choices in your direction.

Peter Mills
207-858-6400 cell



Peter Mills
Search Committee Chair
Former Gubernatorial Candidate

Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

5. TESTIMONIALS. See what our clients say about us.

Jefferson City, Missouri, liked us so much they hired us to do an economic development search after we had placed their Chamber CEO.

Sent: Tuesday, April 13, 2021 12:25 PM
To: Katherine Ellis <Kellid@ci.sealy.tx.us>
Subject: RE: Referral Request for The Next Move Group

Hi Katherine-

Yes! We were extremely happy with the services provided by the Next Move Group. We contracted with them to provide an Executive Search for the Chamber President/CEO. They were very responsive, made the search and the process very easy for our search team and NMG was very organized. Our new Chamber President started a week ago.

We were so happy with them, they are once again helping with an Executive Search for an Executive Director position for our newly created Economic Development Organization, Jefferson City Regional Economic Partnership.

I would highly recommend Chad, Alex and their team.

Please let me know if I can help in any way.

Missy

Missy Bonnot
Director of Economic Development
Jefferson City Area Chamber of Commerce

Oswego County, New York, wanted to hire two candidates from their executive search!

progressing with the search for our next Executive Director.

week. Following the schedule your staff put together, we interviewed each of the three candidates. At the conclusion of the presentations, the Board directed the Search Committee to present its recommendation for consideration.

First, I want to compliment you and your organization for presenting us with three quality finalists. The Board of Directors was quite pleased with all three candidates. At the conclusion of the presentations, the Board directed the Search Committee to present its recommendation for consideration.

Friday of this week, the Search Committee met and discussed the pros and cons of each candidate and ultimately settled on a primary ED candidate to offer up to the Board. However, the committee was impressed with two candidates in particular, and see both fitting into the organization quite well – with a clear dichotomy of titles and roles. I would like to discuss this matter with you directly, and draw from your experience on how best to handle this fortuitous dilemma. Do you have time this weekend or early next week to speak with me? My cell phone # is: (315) 591-3737. Please confirm at your earliest convenience.

Thank you.
Kevin

Kevin C. Caraccioli
CARACCIOLI LAW, PLLC

175 East Seventh Street | Oswego, New York 13126
Tel.: 315.343.1939 | Fax: 315. 343.1822 | Email: kcc@caracciolilaw.com

Operation Oswego County

Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

6. **WE REDUCE YOUR RISKS MORE THAN OUR COMPETITORS. HOW?**

We see communities make a huge mistake, whether doing a search on their own or using one of our competitors. The mistake is not doing background checks on candidates **BEFORE** you interview them in person.

- We conduct credit and criminal background checks on everyone you will interview **BEFORE** you interview them. Our competitors typically conduct these checks only on the candidate you wish to name as your finalist.
 - How does this reduce your risk?
 - If we find a candidate has an issue in their background, let’s use a DUI for an example, we want to know this before you interview them.
 - A) you can decide to eliminate them if you find the issue to be a deal killer
 - or B) we can ask the candidate about it directly in the interview
 - Either way, you are aware of this issue before members of your search committee meet the candidate and “fall in love with them.”
 - If you wait and learn an issue after you chose a candidate as your finalist, you run the risk of being embarrassed if you find an issue as your community leaders will have already made up, they want a certain candidate, then you have to explain to them why you eliminated this person.

NW, SSN, 7yr Counties, MVR, Emp Credit		
Search ID	Service	Status
2230484	Driving History (MVR)	ALERT
2230473	Employment Credit Report	COMPLETE
2230472	SSN Trace	COMPLETE
2230476	County Criminal Search	NO RECORD
2230475	County Criminal Search	NO RECORD
2230474	Nationwide Criminal Search	NO RECORD

Don’t take an unnecessary risk, run background checks on candidates before your in-person interviews.



Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

7. **WE ARE THE MOST AGGRESSIVE DIRECT NETWORKING FIRM IN THE ECONOMIC DEVELOPMENT EXECUTIVE SEARCH SPACE.** Because we built our business and reputation first helping small towns, we learned how to aggressively recruit for positions based on direct networking to good economic developers we know. Now, our reputation has grown to the extent that we do searches for worldwide known organizations, such as the World Trade Center of New Orleans, but the recruiting principles we put in place are what we learned helping the smallest of the small towns.

Steps in our Aggressive Direct Networking Recruiting Approach:

STEP 1: Build a more attractive job profile than our competitors

- Professionals care just as much about the community they live in as the actual job; we leave no stone unturned in building a job profile that sells your community to prospective candidates all while describing the job.

Example
Job Profile:



STEP 2: Marketing the job profile to 40,000 economic development professionals across America:

- We have a database of over **40,000** economic developers
 - We email your attractive job profile to these professionals 3 times and have analytics that shows us which ones are interacting with the job profile.
 - Next Move Group's talent recruiter contacts each person that interacts with the job profile email to gauge their interest and recruit them into the mix.

Performance of some of our recent job advertisements:

Successful deliveries	40,793	99.7%	Clicks per unique opens	41.1%
Total opens	8,048		Total clicks	17,797

Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

7. WE ARE THE MOST AGGRESSIVE DIRECT NETWORKING FIRM IN THIS SPACE, continued...

STEP 3:

- Our recruiter contacts A-list economic developers and government/nonprofit leaders who may or may not want your job describing the job to them. If they tell us they are not interested, we ask them to refer us to someone in their network they are impressed with. This helps us find passive candidates who would not apply if we did not find them, seek them out, recruit them, and call them to ask them to apply.
- You may wonder why would we do such hard work as personal calls? Well to be honest this grows our business. Not only do we find candidates for you, but as we make these calls, people will tell us about other searches we pursue.
 - Also, because we also do site selection there is virtually no economic developer in America who will not take our call. When we call them, we could either have a manufacturing project for them or have a good-paying job we are representing, why wouldn't they take our call?



Why do we take such an aggressive approach to recruiting for your position?

According to LinkedIn, 79% of all candidates worldwide for any search are “passive” candidates. “Passive” candidates might have interest in your position but are not currently seeking a new job. In order to find passive candidates, we have to approach them, communicate with them, and recruit them to apply.



Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

8. **INDUSTRY ASSOCIATION MEMBERSHIPS.** We are, or have been, members of all the following associations, meaning we will email your job profile to our database which includes emails of the memberships of all these associations:



***In Addition To Being Members Of The
Kansas Economic Developers Alliance,
We Are Also Members Of 30+ Other
Economic Development Associations
Giving Us Access To All Their Members.***

Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

8. **INDUSTRY ASSOCIATION MEMBERSHIPS.** We are, or have been, members of all the following associations, meaning we will email your job profile to our database which includes emails of the memberships of all these associations:

In Addition To Being Members Of The Georgia Economic Developers Association, We Are Also Members Of 30+ Other Economic Development Associations Giving Us Access To All Their Members.



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL
The Power of Knowledge and Leadership





















































PLUS, DOZENS MORE.....

Page 133 of 405

Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

9. **WE ALSO TRAIN ELECTED OFFICIALS, MUNICIPAL STAFF, AND ECONOMIC DEVELOPMENT BOARDS.** Our expertise is so deep, we have an entire division of our company that trains elected officials, municipal staff, and economic development boards, see here:

Sampling of Our Economic Development/Nonprofit Training Clients:



Economic Development



Elected Officials Economic Development Training 101

Why Does Economic Development Matter?

A staggering 'uppercut': Shell refinery closure to cost St. James \$24M in taxes per year

Shell kicks in \$6.7 million in property and inventory tax to the parish's annual budget and probably close to another \$1.5 million in sales tax. Combined, those tax dollars represent about 20% of the parish's annual revenue in 2019.

The School Board alone pulls in \$8.7 million in property and inventory tax revenue from Shell, which was nearly 12% of the system's total revenue in 2019 even before the sales taxes.

Sheriff Willy Martin said the complex generates a total of \$24 million per year in property, inventory and sales taxes for local governments: about \$5 million in property taxes, \$10 million in inventory taxes and \$9 million in sales taxes.

[Download Workbook](#)

[Download Audio Version](#)

Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

9. **WE ALSO TRAIN ELECTED OFFICIALS, MUNICIPAL STAFF, AND ECONOMIC DEVELOPMENT BOARDS.** Our expertise is so deep, we have an entire division of our company that trains elected officials, municipal staff, and economic development boards, see here:

Testimonials of Our Economic Development/Nonprofit Training Clients:



Jennifer Goff <jgoff@columbiacountyfla.com>

5/5/2022 4:10 PM



To: Chad Chancellor; Glenn Hunter

Good afternoon Chad,

Thank you for the presentation; it was both informative and entertaining! During the Board of County Commissioners meeting earlier today, Commissioner Witt (who attended your session in Union County as well as here) made the statement that it was the best training he had attended and encouraged the other commissioners to watch the video. He also recognized the value in establishing relationships with teams such as yours so we will be in touch about what opportunities could be available.

Thank you again for your time and we look forward to speaking with you again soon!
Jennifer

Jennifer L. (Goff) Daniels
Economic Development Specialist
Board of County Commissioners
Columbia County
971 W Duval St Suite 150
Lake City, FL 32055
O (386) 758-1033
M (386) 697-6541



Next Move Group
We Are Jobs

Top 10 Reasons to Partner with Next Move Group for this Search, continued.....**9. WE ALSO TRAIN ELECTED OFFICIALS, MUNICIPAL STAFF, AND ECONOMIC DEVELOPMENT BOARDS.**

Our expertise is so deep, we have an entire division of our company that trains elected officials, municipal staff, and economic development boards, see here:

Testimonials of Our Economic Development/Nonprofit Training Clients:

 **Shane Hooper** <shane@shelbyville-bedford.com>
To: Chad Chancellor

 Reply  Reply All  Forward  

Tue 2/15/2022 12:22 PM

 You forwarded this message on 2/15/2022 12:38 PM.

Chad,
It was great! I have heard nothing but great compliments from board members and staff. I thought you connected with them very well even over zoom. I plan to see you next week! I may have to adjust a name on the invite list.
Thanks,

Shane Hooper | President/CEO
Shelbyville-Bedford Partnership
100 Public Square West, Suite 210 | Shelbyville, TN 37169
P: 931.735.6925 | M: 662.231.8961
Website: www.shelbyville-bedford.com


SHELBYVILLE-BEDFORD
PARTNERSHIP
Prosperity through partnership.

From: Diane Scholz <dscholz@iog.fsu.edu>
Sent: Tuesday, June 28, 2022 10:12 AM
To: Chad Chancellor <chad@thenextmovegroup.com>
Subject: RE: NFEDP Economic Sessions

Here are the **DRAFT** minutes for agenda item XI. I participated by phone, but Jeff Hendry conducted the meeting and drafted these minutes. I believe there are a lot of possibilities for NFEDP counties to engage the Next Move Group this coming fiscal year. 🍷

XI. Next Move Group In-Person Economic Development Feedback(I)

Chairman Hunter recognized Mr. Hendry for the agenda item. Mr. Hendry shared that he and Diane Scholz wanted to gain direct feedback on participating communities' experience with the Next Move Group's in-person training and interactive discussions held throughout the month of April 2022. Many in the room expressed how valuable the programs were and those attending expressed directly to EDO's the value of the program. Some did express they had hoped for better turnout but that those attended had gained great value. Diane Scholz (participating by phone) indicated Jimmy Norris (Suwannee County) had asked to make some specific remarks. Mr. Norris expressed that it was one of the most valuable programs he had ever been a part of. He shared Suwannee County had nearly 40 members of the Community involved from a great cross section of folks involved in economic development. He further shared that he had received personal emails to his office about the value of the training/interactive discussions and that he could not have been more pleased. He highlighted their discussions about the issues of Confidentiality and that he believed many in attendance, for the first time began to grasp how important this issue was to economic development. Moreover, he shared how the County and City of Live Oak had been able to apply many of the issues discussed within weeks that looks like it may result in a real-world project landing in Suwannee County.

From: Cris Gastner <cris.gastner@cedausa.com>
Sent: Tuesday, June 28, 2022 12:24:01 PM
To: Chuck Sexton <chuck@nextmovegroup.com>
Subject: Re: Next Move On Demand

Hi Chuck,

Thanks so much for your help. The Next Move videos have been awesome for our new staff members when they get started! You guys do a great job.

Thanks,
-Cris Gastner
Sr. VP
Community and Economic Development Associates

Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

9. WE ALSO TRAIN ELECTED OFFICIALS, MUNICIPAL STAFF, AND ECONOMIC DEVELOPMENT BOARDS.

Our expertise is so deep, we have an entire division of our company that trains elected officials, municipal staff, and economic development boards, see here:

Testimonials of Our Economic Development/Nonprofit Training Clients:

From: Keith Barclift <keith.barclift@catoosa.com>
Sent: Tuesday, January 26, 2021 10:09 AM
To: Chad Chancellor <chad@thenextmovegroup.com>
Subject: Feedback

My community did not have a vetting process for people who wanted to serve on our Development Authority. Essentially, anyone that lived in the County and was over 18 was eligible to apply and serve; and it was up to the Board of Commissioners to determine who had an actual interest in promoting Economic Development in our community. I purchased Next Move Group's Training for Newly Elected Officials and Board Members as a way to help educate the general public before applying to be on the Board about what their roles and responsibilities would be if selected to be on the Board. In doing so, I wanted to have all of my current Board Members to listen to the training.

One of my ex officio Board Members was a newly elected commissioner who was struggling with what their roles and responsibilities would be as it related to Economic Development. Once they listened to this training, they said all of their questions were answered and even wanted Chad to come do a community presentation! Chad does a great job at explaining the complexities of Economic Development in an easy to understand way for the general public in this training. We're looking at using Next Move Group for a more customized community focused training in the near future.

Thanks, Chad!
Keith Barclift, CEcD
Economic Development Director
Catoosa County, Georgia
m. (423) 355-3670



Next Move Group
We Are Jobs

Top 10 Reasons to Partner with Next Move Group for this Search, continued.....

10. RESPECTED NATIONWIDE. Our brand extends nationwide.



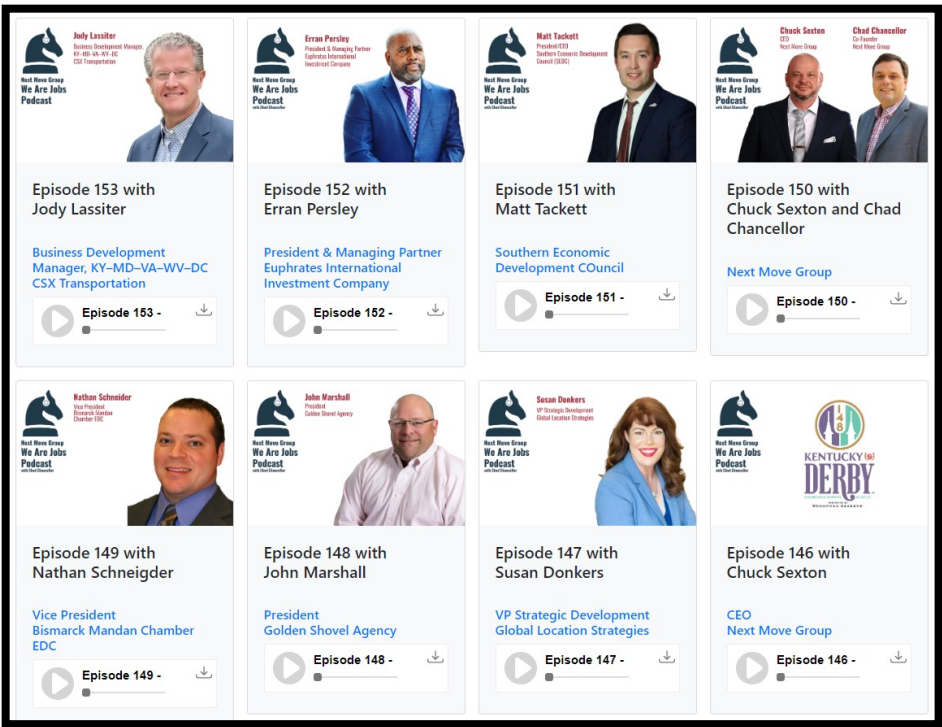
Our Podcast Channel
www.nextmovepodcast.com

New Shows **Every Thursday** with
Next Move Group CEO Chuck Sexton



Listen Now! Scan
the QR Code with
your smartphone
camera!

Some of our recent podcast guests:



Our Reputation- Professional Speaking Engagements:

Our expertise in helping communities create economic growth has gotten recognition to the point we now are routinely asked to speak at various economic development-related events, here are some examples of our recent speaking engagements and topics:



*Next Move Group
CEO Chuck Sexton
Speaking at a
GEDA monthly
meeting about
Site Selection and
Economic
Development Best
Practices.*



Thanks, Chuck! You were the highlight of our panel. Truly appreciated your insights and more importantly, your candor.

Happy holidays to you and yours as well!

Regards,

Jenna Saucedo-Herrera (she/her)
President & Chief Executive Officer

C: 210.854.9223 | P: 210.802.4856
112 E. Pecan St., Suite 2635, San Antonio, TX 78205
greateratx.com

greater: SATX
REGIONAL ECONOMIC PARTNERSHIP

Next Move Group CEO, Chuck Sexton, on a site selection panel at the Lyceum’s ‘Behind the Pine Curtain: The Opportunities and Future of the Heart of East Texas’ in November 2023. Pictured (L to R) Jenna Saucedo-Herrera, President & CEO, Greater San Antonio Texas Regional Economic Partnership, Rep. Trent Ashby HD-57, Wayne Mansfield, CEO, Longview Texas Economic Development, and Pam Pearson Wills Point Texas EDC.



Next Move Group Co-Founder Chad Chancellor, CEO Chuck Sexton, and COO Ivy Stanley speaking about site selection and the importance of being work ready at the 2022 ACT Workforce Summit in New Orleans in October.



Our Professional Speaking Engagements:

Our expertise in helping small to mid-sized communities create economic growth has gotten recognition to the point we now are routinely asked to speak at various economic development-related events, here are some examples of our recent speaking engagements and topics:



Testimonial on our speaking engagements:

- Guest speaker, Texas Lyceum, Topic: Economic Development
- Guest speaker, Kansas City Power and Light, Topic: Economic Development All-Stars
- Guest speaker, Louisiana Industrial Executives Association: Economic Recovery From Covid
- Guest speaker, Mid-America EDC, Chicago, Topic: What to Expect When You're Competing and Advancing your Economic Development Career
- Guest speaker, North Dakota Main Street Association, Topic: Elected Officials Training
- Guest speaker, Kentucky Association for Economic Development, Topic: Site Selection
- Guest speaker, Tennessee Association of Human Resource Agencies, Topic: Economic Development
- Guest lecturer, Community Development Institute, University of Central Arkansas, Topic: Site Selection
- Guest lecturer, University of Southern Mississippi's Economic Development Masters Class, Topic: Building a Career in Economic Development
- Guest speaker, One East Kentucky Annual Meeting, Topic: Keynote Address
- Guest speaker, Wyoming Economic Development Conference, Topic: How Small Towns Can Land Small to Mid-Sized Industries



"Next Move Group's session rated number 1 of 30 sessions rated from attendees at our annual conference."

Matt Tackett
Kentucky Association
for Economic Development

Our Professional Speaking Engagements:

Our expertise in helping small to mid-sized communities create economic growth has gotten recognition to the point we now are routinely asked to speak at various economic development-related events, here are some examples of our recent speaking engagements and topics:

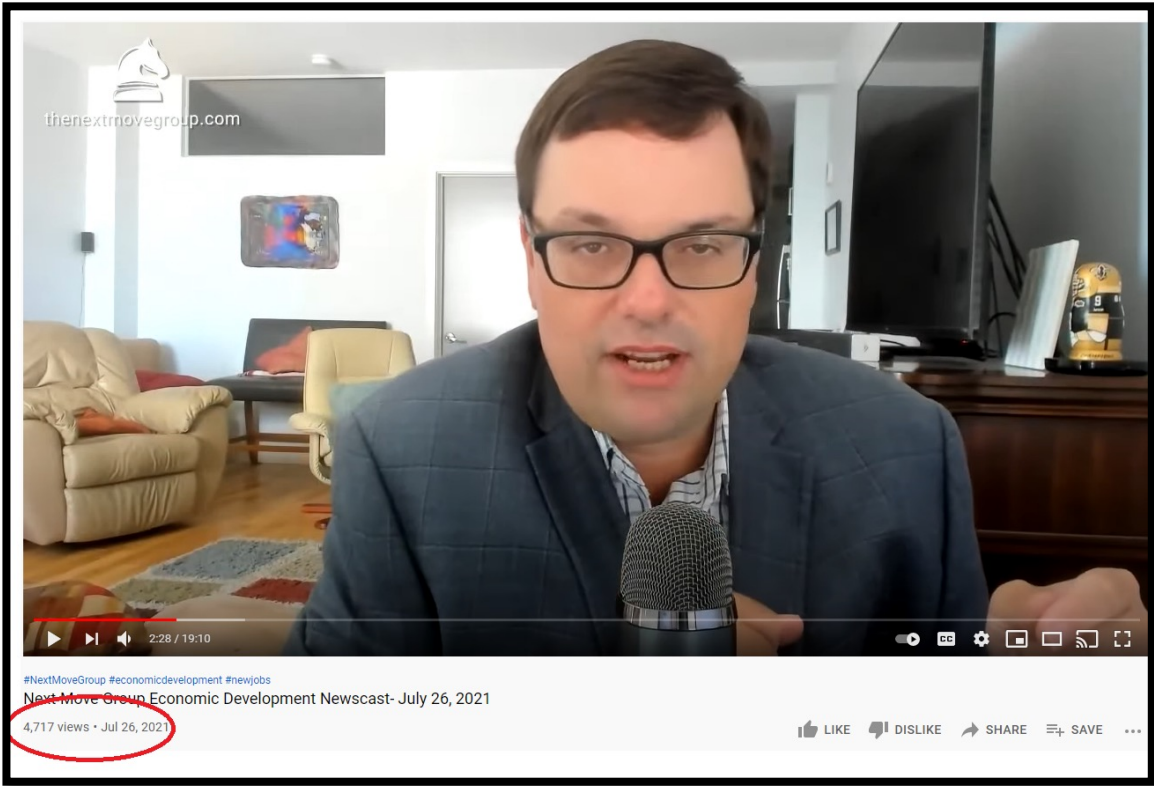


Next Move Group Co-Founder Alex Metzger Speaking To The Economic Development Association of North Dakota.



Next Move Group Co-Founder Chad Chancellor Speaking at a US Department of Commerce SelectUSA event.

Our YouTube Channel- Routinely gets more than 4,000 people viewing



Goldman Sachs Honor:



Wellesley,
Massachusetts

Key Steps in Our Process:

1. We coordinate all aspects of the in-person interviews and like to interview people in three settings: boardroom, meal, and one-on-one tour.



We recommend a 3-step interview process (these 3 steps test the candidates in various formats all which will be important to the performance of the job):

- 45-minute interview in a board room setting
- 1-hour tour of the community in a 1-on-1 setting
- Meal with 3-4 people in an informal setting

You will be shocked how often a community avoids making a hiring mistake after a candidate “Aces” the formal interview by learning more about the candidate in the informal settings of a meal and tour.

2. We negotiate the salary and benefits and hire the best fit.



Our Entire 24-Step Proprietary Process in its Entirety (Note, some communities choose to skip the first 3 steps):

1. Schedule an interview with the search committee to understand the position.
2. Meet with the search committee to understand what success looks like in years 1, 3, and 20, as well as to understand what the bad parts of this job are.
3. Share with the search committee the skills and experiences we believe will be needed to do the job; identify the salary and benefits we think will need to be offered to get a candidate with the skills to do the job; and discuss the goals and performance metrics for the position to build candidate profile.
4. Draft the job profile to send to the search committee for edits.
5. Once the job profile is approved, post it on our website and on LinkedIn.
6. Have board members share the job profile on their LinkedIn's to multiply our connections to include not only our connections but all those of the board members.
7. Advertise the job with IEDC and the state economic development association.
8. Market the job profile to all of the economic developers in our database.
9. Resend the email to those who did not open the email in Step 8 after 4 days pass.
10. Contact economic development super connectors AND all of the economic developers that open the job profile email more than 5 times.
11. Repeat steps 8 and 9 the week we close the application process.
12. Repeat step 10 the week we close the application process.
13. Video interview all applicants in 2 to 3-minute, quick interviews.
14. Schedule a meeting with the search committee to review applicant
15. Prepare and share all applicant resumes and supporting documents with the search committee so they can review and watch the quick video 2 to 3-minute interviews and then we recommend our top 5 to 10 candidates.
16. Meet with the search committee to discuss applicants and choose the candidates to interview in person.
17. Complete personality profiling, and background and credit checks on all of the candidates that will be interviewed in person.
18. Coordinate and schedule the in-person interviews.
19. Prepare and share sample interview questions, resumes, personality profiles, and background and credit checks with the search committee in advance of the in-person interviews.
20. Conduct in-person interviews. We like to interview 3 ways: in a formal boardroom setting, in a casual meal setting, and during a one-on-one tour. These 3 very different settings test the candidates in multiple ways.
21. Begin negotiations with the preferred candidate.
22. Draft the contract for the preferred candidate.
23. Hire the candidate.
24. If the candidate and our client cannot come to terms, immediately repeat steps 22-24 with the backup candidate.



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

KEDA*

Kansas Economic Development Alliance



SEDC

Southern Economic
Development Council



Next Move Group
We Are Jobs

Next Move Group's Team- Who Does What?**Ali Watson (Executive VP Of Client Success)**

- Manages Kickoff Discovery Call
- Fields Questions From Candidates
- Keeps Your Board Updated During Our Recruiting Efforts
- Participates In Video Interview Reveal
- Orders Background Checks, Conducts Google Search Checks
- Manages & Attends In-Person Interviews
- Handles Term Sheet Negotiations

**Alex Metzger (Co-Founder)**

- Manages Video Interview Reveal

Next Move Group's Team- Who Does What?



Chad Chancellor (Co-Founder)

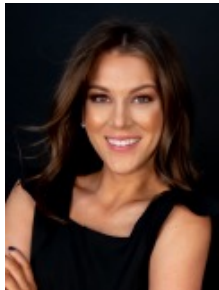
- Recruits Via His Vast Network Built From Economic Development Podcasting & YouTube Shows



Caroline Few (Web Developer)

- Posts Our Job Ads On Various Economic Development Jobs Boards + LinkedIn + Facebook
- Manages Our Email Marketing Of Each Executive Search We Do

Our Team



Ali Watson
Executive Vice President,
Client Success



Alex Metzger
Co-Founder



Chad Chancellor
Co-Founder



Caroline Few
Web Marketer

- 2 Staff Members Have successfully ran **Local Economic Development Organizations**
- 2 Staff Members Graduated from the **University of Oklahoma’s Economic Development Institute**
- 2 Staff Members Have Served on State and Local **Economic Development Leadership Boards of Directors**
- 1 Staff Member Has a **Master’s Degrees in Economic Development**
- 1 Staff Member Was Named a **Top 40 Under 40 Economic Developer by DCI**
- 1 Staff Member Completed the Prestigious **Goldman Sachs 10,000 Small Businesses Accelerator Program**

Bios of Key Individuals for Your Project



Alli Watson (Executive Vice President, Client Success) - Watson serves as the primary project manager for our executive search projects.

Ali is strategy and client-focused, bringing over a decade of experience in executive-level account management and marketing to her role. Ali hails from the heart of Paducah, Kentucky, but has since found her niche in the vibrant city of Nashville for the last eight years.

In her client-facing capacity, Ali serves as a trusted advisor to her clients, maintaining executive-level relationships and focusing on the strategic nature of each partnership. She assesses client needs, goals, and opportunities, collaborating with internal stakeholders to execute growth plans aligned with client business strategies.

Ali is deeply rooted in the Nashville community, where she continues to make meaningful contributions both personally and professionally. Her commitment to excellence, coupled with her strategic vision, underscores her role as a driving force behind client success.

Bios of Key Individuals for Your Project, continued...



Chad Chancellor (Co-Founder, Chair) - While growing up in a small town in 1991, Chad Chancellor had an experience that would chart the direction of his career. A Fortune 100 company laid off his father to move a manufacturing plant overseas. From that day on, Chancellor made it his life’s mission create economic growth for small and mid-sized companies, communities, and nonprofit organizations.

Chancellor Co-Founded Next Move Group, LLC, in 2014. As Chairman, he is responsible for the implementing the company’s long-term mission of creating economic growth for small and mid-sized companies, communities, and nonprofit organizations. He is best known for his content creation via the “We Are Jobs Podcast” and the Next Move Group YouTube Channel. In addition to commentating about economic development, Chancellor often gives his thoughts on one of his favorite sports teams and updates patrons on his ketogenic lifestyle which helped him lose over 50 pounds.

Under Chancellor’s leadership as CEO from 2014-2021, Next Move Group serviced over 500 clients from coast to coast and international clients from Germany, Brazil, Canada, and Israel. In 2022, Chancellor decided to give up his day-to-day duties as CEO of Next Move Group to become chairman of the company while relocating to the beaches of Florida maintaining a 55% ownership stake in the company.

Chancellor has served on the Boards of Directors for the 17-state Southern Economic Development Council and the American-Canadian Chamber of Commerce. In 2010, the 17-state Southern Economic Development Council honored Chancellor with their most prestigious “Service to the Profession” award.

In 2017, Chancellor was honored to have completed the Goldman Sachs 10,000 Small Businesses accelerator program written by the nation's most prestigious entrepreneurship college, Babson College based in Wellesley, Massachusetts. Additionally, Chancellor is a graduate of Mississippi State University with a degree in marketing and minor in human resources.

Outside of work, Chancellor is a huge sports fan with his favorite teams being Mississippi State, the New Orleans Saints, the St. Louis Cardinals, and the St. Louis Blues plus all things golf.



Bios of Key Individuals for Your Project, continued...



Caroline Few (Web Marketer) - Few has a degree in Non-Profit Management and a passion for web development and digital media. She does web development and social media management for Next Move Group and handles posting your job profile to various online job boards and manages the email marketing of the job.



Alex Metzger (Co-Founder) - Alex Metzger comes from a family tree of successful entrepreneurs with his family having owned multiple meat packing plants from the 1950s-1990s. As big box retailers began offering more groceries, at lower prices, and lesser quality, the family made the decision to close the meat packing plants as they no longer were profitable enough to be worth the hassle. Today, Metzger has a passion for helping small to mid-sized companies, communities, & nonprofit organizations create economic growth because he saw firsthand how quickly markets can change and understands how leaders must constantly adapt to stay competitive.



Pricing for Executive Search Services:

Payable in three installments, or in one upfront payment.

\$23,935 (+ travel reimbursement)

1. **\$7,978** due upon contract acceptance.
2. **\$7,978** due following virtual interviews with the top five candidates.
3. **\$7,979** due upon offer letter acceptance.

Discounts Available:

We offer a 7% discount for contracts paid in full, upfront, upon contract acceptance.

NEW TOTAL: \$22,259.55

We offer an additional 1% discount for ACH payments.

NEW TOTAL: \$22,037

The only other foreseen costs are Client agrees to reimburse potential candidates for the pre-approved travel costs of them to come to its community to interview for the in-person interview portion of the process and Client agrees to pay pre-approved travel costs of Provider.

Guarantee

- Replacement Search 100% Free of Charge – If your hire leaves for whatever reason within 12 months
- 70% Off Discount for Replacement Search – If your hire leaves for whatever reason in months 13 – 23
- 50% Off Discount for Replacement Search – If your hire leaves for whatever reason in months 24 – 36
- 30% Off Discount for Replacement Search – If your hire leaves for whatever reason in months 37 – 60
- 20% Off Discount for Replacement Search – If your hire leaves for whatever reason in months 61 – 72

Proof of Insurance

Next Move Group carries the following insurance policies to protect us and our clients:

- \$1 million Errors & Omissions liability policy
- \$1 million cyber liability policy (covers against if somehow a candidate's personal information was stolen off our servers)
- \$500,000 workers comp policy
- \$2 million general liability policy

Reorganization Study: Process & Deliverables

Next Move Group will perform an organizational study for Emporia KS with the following process

- 1. Interview Stakeholders in the community regarding current organizational structures.
- 2. Blind Survey stakeholders on potential reorganizational structures.
- 3. Review all organizations’ funding sources, budgets, by-laws, articles of incorporation, primary activities, and board structures for recommendations on efficiencies, crossover, and potential merger(s).
- 4. Deliver recommendations on appropriate reorganization strategies with examples of other similar communities and their success.

Strategic Planning



Organizational Development, Marketing, and Site Studies



Pricing for Reorganization Study:

Payable in two installments.

\$19,500 (+ travel reimbursement)

- 1. \$10,000 due upon contract acceptance..
- 2. \$9,500 due upon delivery of recommendations

Contact

Chuck Sexton

CEO, Next Move Group

1-800-764-3105

chuck@nextmovegroup.com

www.nextmovegroup.com

St. Louis | Perdido Key, FL | New Orleans | Paducah, KY

**Testimonials from Multiple Types of Clients
(7-minutes)**



<https://vimeo.com/361208588>





WICHITA STATE
UNIVERSITY



PUBLIC POLICY & MANAGEMENT CENTER

CONTACT

Kathy Sexton

Senior Management Consultant

Kathy.Sexton@wichita.edu

316.371.6451

Emporia Economic Development Structure & Partner Relationships

City of Emporia | May 2024

Background

In response to a request from the City of Emporia, the Public Policy & Management Center (PPMC) at Wichita State University proposes to provide professional services for an organizational assessment of Emporia's economic development efforts. An organizational assessment provides an opportunity for objective review of functions and deliverables in an effort towards continuous improvement.

Purpose

The purpose of this work is to identify opportunities to enhance the overall approach to economic development. The goal is to continue the community's proud history of leadership in economic development and define new approaches to better leverage community resources.

The project intends to identify strategies to reduce overlap, improve strategic effectiveness, and enhance partnerships in economic development.

Process

The PPMC will review the recent work of the Economic Development Structure Advisory Task Force (Task Force) and interview stakeholders to determine ways to improve structure and enhance partnerships with various entities involved in economic development initiatives.

The PPMC will approach this work using the Institutional and Organizational Assessment Model (IOA) Model (Visual #1) which is a comprehensive approach that considers the (1) External Environment, (2) Organizational Motivation, and (3)

Organizational Capacity which together lead to the comprehensive Organizational Performance.



Visual #1: IOA Model

Task 1. Leadership Consultation

The PPMC will work with the City Manager, or others designated, to finalize the scope and methodology within the designed framework. The PPMC will meet bi-weekly for 30-minutes with the City Manager to provide updates on the progress of the project.

Task 2. Interviews and Research

- Conduct 20-25 interviews of Task Force members, City and County Commissioners, key community leaders, and economic development officials at the state level and in several comparable communities to gather perspectives and information

- Review the Task Force report, meeting minutes, and any other relevant recent past reports or plans about economic development in the Emporia community
- Seek understanding of the barriers to reaching consensus on the seven aspirational recommendations identified by the Task Force
- Identify other opportunities for improvements as well as best practices in similar organizations in other communities. Review current efforts to track metrics to measure success of existing efforts in economic development

Task 3. Final Report

The PPMC will create a draft report for review by the City Manager and then a final report for presentation to other leaders. The report will be a document created in Microsoft Word and delivered in pdf format with limited graphic elements. The report will include recommendations about:

- If and how the challenges to implementation of the Task Force's seven aspirational recommendations can be overcome
- Opportunities for adjustments in structure to meet the needs of the evolving economic development services landscape and help attain the goal of a more sustainable system
- Resource allocation to support an effective and accountable economic development structure
- Partnerships in the rapidly evolving field of economic development
- Future roles and metrics by which to measure success

Deliverables

A summary of all tasks will be included in the final report.

Timeline

Upon approval of the proposal and signing of a contract, the PPMC will begin in late June to coordinate with a designated City Point of Contact to schedule interviews with the intention of delivering a written report in approximately three months. This timeline is dependent on the schedules and willingness of key stakeholders to participate.

Budget

The \$24,843 budget includes all personnel, administrative costs, travel, and operational expenses.

Any additional service outside of the scope outlined above will be billed at \$175/hour. Translation services and fees related to reasonable accommodation requests will be the responsibility of the City of Emporia.

Payment Process

The PPMC will invoice 50% upon contract execution and 50% upon delivery of the final report.

Project Management

Kathy Sexton, Senior Management Consultant, and James Roberts, Strategic Initiatives Manager, will provide project leadership and management.

About the PPMC

The PPMC, located at Wichita State University, is a nonprofit, nonpartisan, self-funded organization, operating as a small business with a public purpose: **Enhancing public service to best serve your community.** The PPMC specializes in:

- Strategic Planning and Goal Setting
- Organizational Assessment and Survey Research
- Executive and Managerial Professional Development
- Facilitation of Governing Body Retreats and Community Forums
- Association Management and Nonprofit Support Services
- Applied Research on Issues Identified by Public Officials
- Technical Support on Public and Nonprofit Policy

For more than 65 years, the PPMC has worked directly with governments and nonprofit organizations in the areas of applied research, technical assistance, facilitation, association management, and professional development. The PPMC has the professional knowledge and capacity to implement, manage, and ensure the successful completion of client projects.

Recent Related Experience

- **Aging Projects, Inc.** – Determined priorities to achieve financial and operational strength; advised on re-building partnerships with funders, vendors and

communities; assisted board in recruiting and onboarding new executive director; and provided board training and development (2023)

- **City of Wichita** – Cultural Arts Strategic Plan (2024-2028)
<https://www.wichita.gov/culturalartsplan>
- **City of Kingman** – Fire Department Operations and Facilities Analysis (2023)

PPMC Project Team



Kathy Sexton, Senior Management Consultant

Kathy's 30+ years of professional public service include primarily city and county management (Derby City Manager and Assistant Sedgwick County Manager), as well as several years as a state of Kansas Budget Analyst and a six-month stint in 2022 as Interim Assistant City Manager & Director of Development Services in Wichita. In her recent tenure as a management consultant, she has advised several cities and nonprofit organizations.

Kathy's superpowers are in (1) helping elected and appointed officials understand and appreciate each other's roles in governing and leading Kansas communities, (2) building systems that enable humans to be their best selves in leading and managing organizations, and (3) helping dreams collide with reality in the sweet spot where true community advancement takes place.

Her extensive volunteer leadership experience with nonprofits (Visit Wichita, Derby Community Foundation, and Kansas Association of City/County Management, among others) makes her a natural go-to for strategic business planning, board development, and people management. Kathy has a Master of Public Administration and a BA in English from WSU. She grew up on a farm in Kansas.



James Roberts, Strategic Initiatives Manager

James has over 15 years of experience in communications, operations, marketing, and campaign management with organizations across industries, serving as a senior adviser to local, statewide, and federal offices, industry-leading start-ups, small businesses, and advocacy campaigns.

He enjoys challenges and working with teams on solutions that require bringing people and ideas together to work collaboratively and efficiently. His strengths include balancing the big picture with critical details and translating complex projects and goals among stakeholders. He believes measurable outcomes are essential to learning and producing high quality results.

Kansas-educated through and through, he attended Shawnee Mission public schools, earned a scholarship for Men's Basketball at Kansas City Kansas Community College, a degree in History with a minor in Environmental Studies at the University of Kansas, and just completed his Master of Public Administration at WSU.



Briaja Tucker, Communications Coordinator

As a Communications Coordinator for the PPMC, Briaja assists with communications, graphic design, marketing, planning, logistics, and event coordination for the PPMC and its clients. She is currently working towards a bachelor's in fine arts with an emphasis on graphic design at Wichita State University. Briaja is a Wichita native with a passion for reaching underserved populations through communications and design.

Other PPMC professional staff, project associates, and/or student workers may contribute as required.

Title: Skate Park Final Concept
Agenda Date: May 15, 2024
Presented By: Kevin Hanlin, Director of Public Lands & Facilities

Background

In August 2023, we entered into an agreement with American Ramp Company to design and construct a new skate park facility in Whittier Park. Since then, staff has worked with the American Ramp Company and Foster Design Associates, and appointed members from the community, including two skate enthusiasts, to consider design concepts and location within Whittier Park.

The most recent Whittier Park Committee meeting was held on April 18th and the committee heard from John Hunter and Ryan Hicks with American Ramp Company on two proposed locations and was presented the final concept of the skate park. Mr. Hunter stated location #1 would offer better drainage from the bowl and would require less dirt to be hauled to the site. David Foster, Foster Design Associates, recommended the south location #1 as it would offer the benefit of shading from the mature trees that would be located on the west side of the skate park.

The features within the skate park will consist of:

- Bowl with hip
- Bump to rail and down rail
- Manny pad that also functions as a bump to ledge and an out ledge
- Two handrails
- Double set
- Step up
- A-frame hubba ledge
- Fun box with rail and pyramid hip
- Flat bar
- Ledge
- Bank to curb
- Quarter pipes
- Bank Ramps

Discussion

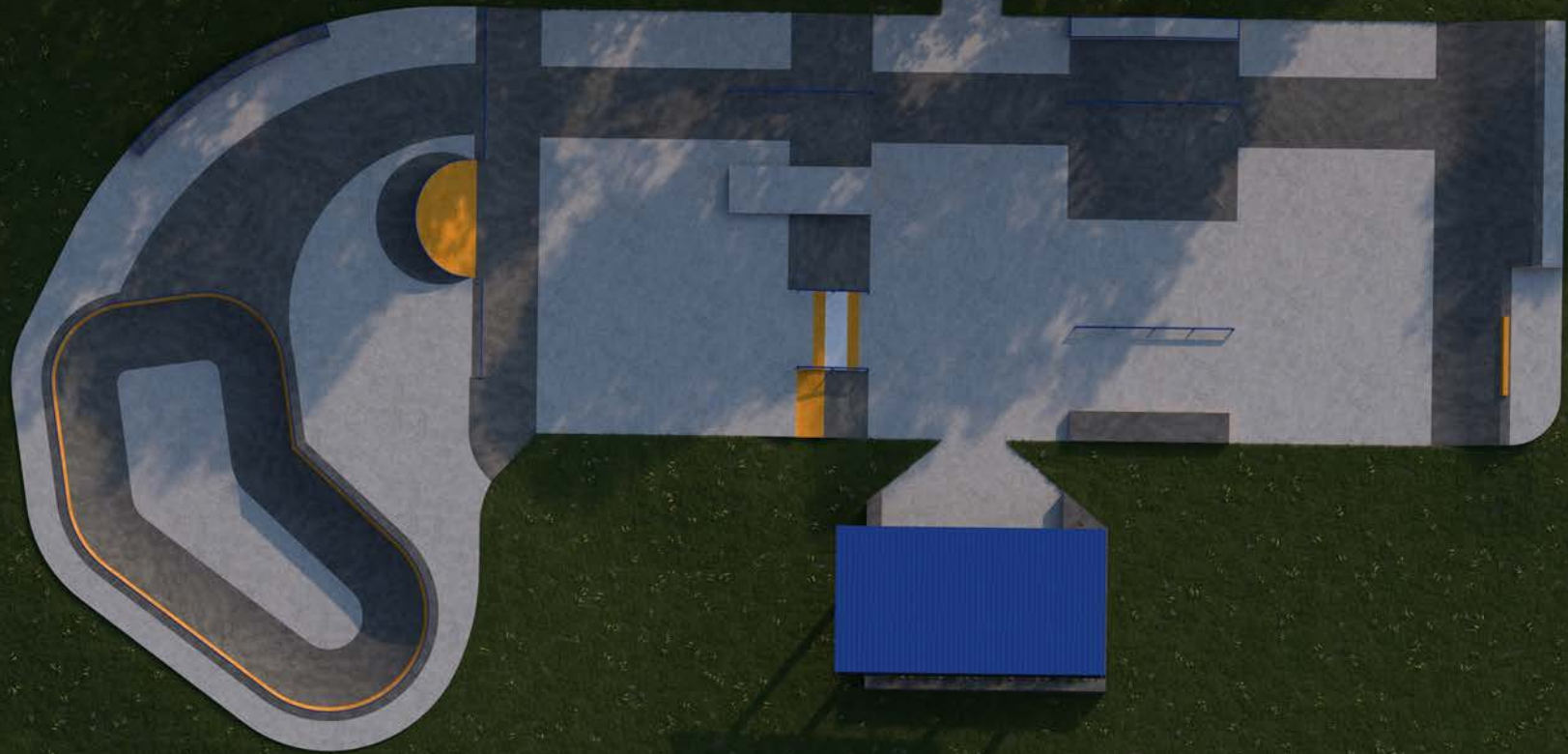
Staff wanted to update the Commission on the final concept and report construction is scheduled to begin in late summer.

Attachments

Skate park final concept
4.18.24 Whittier Park meeting notes







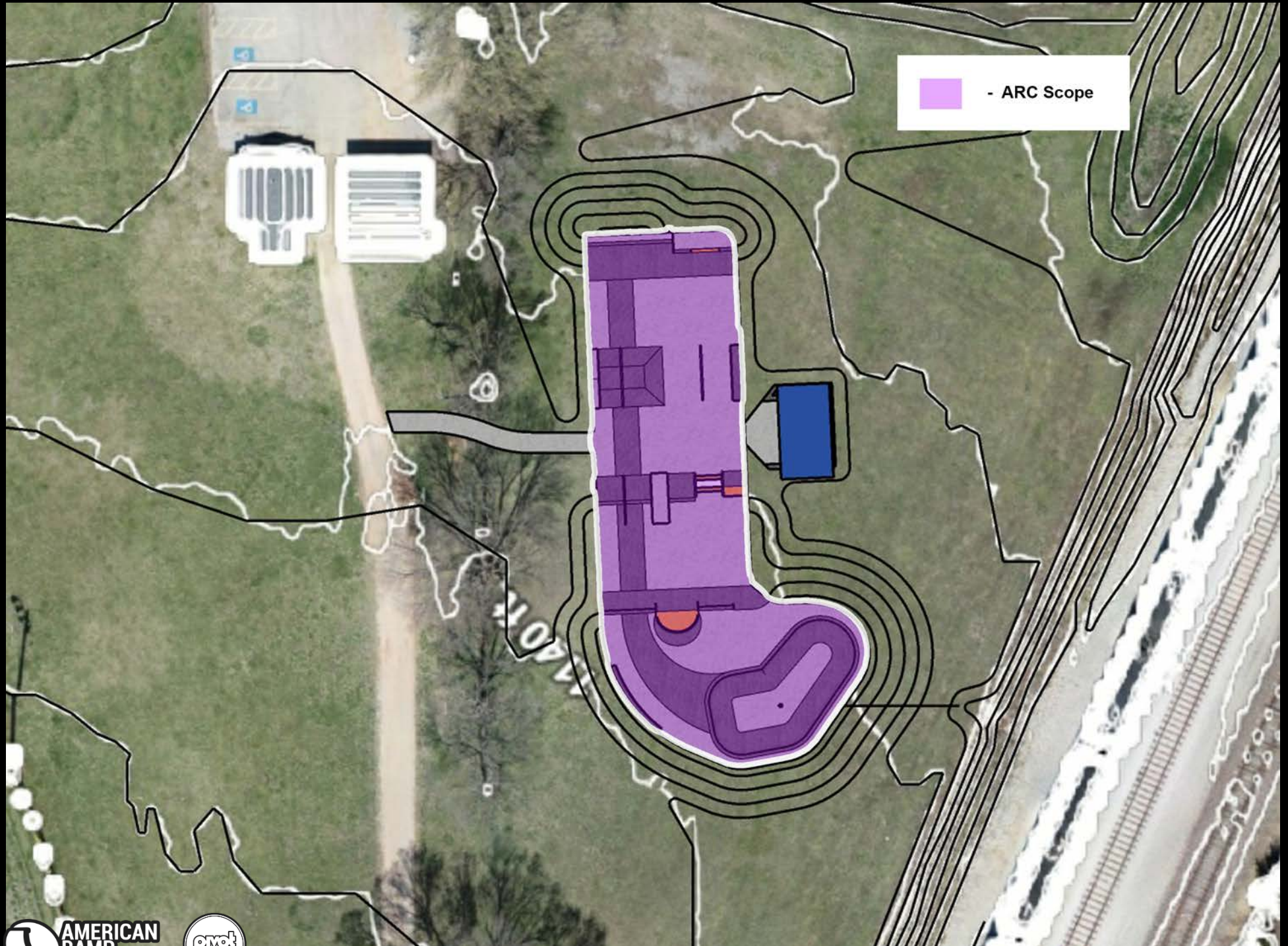


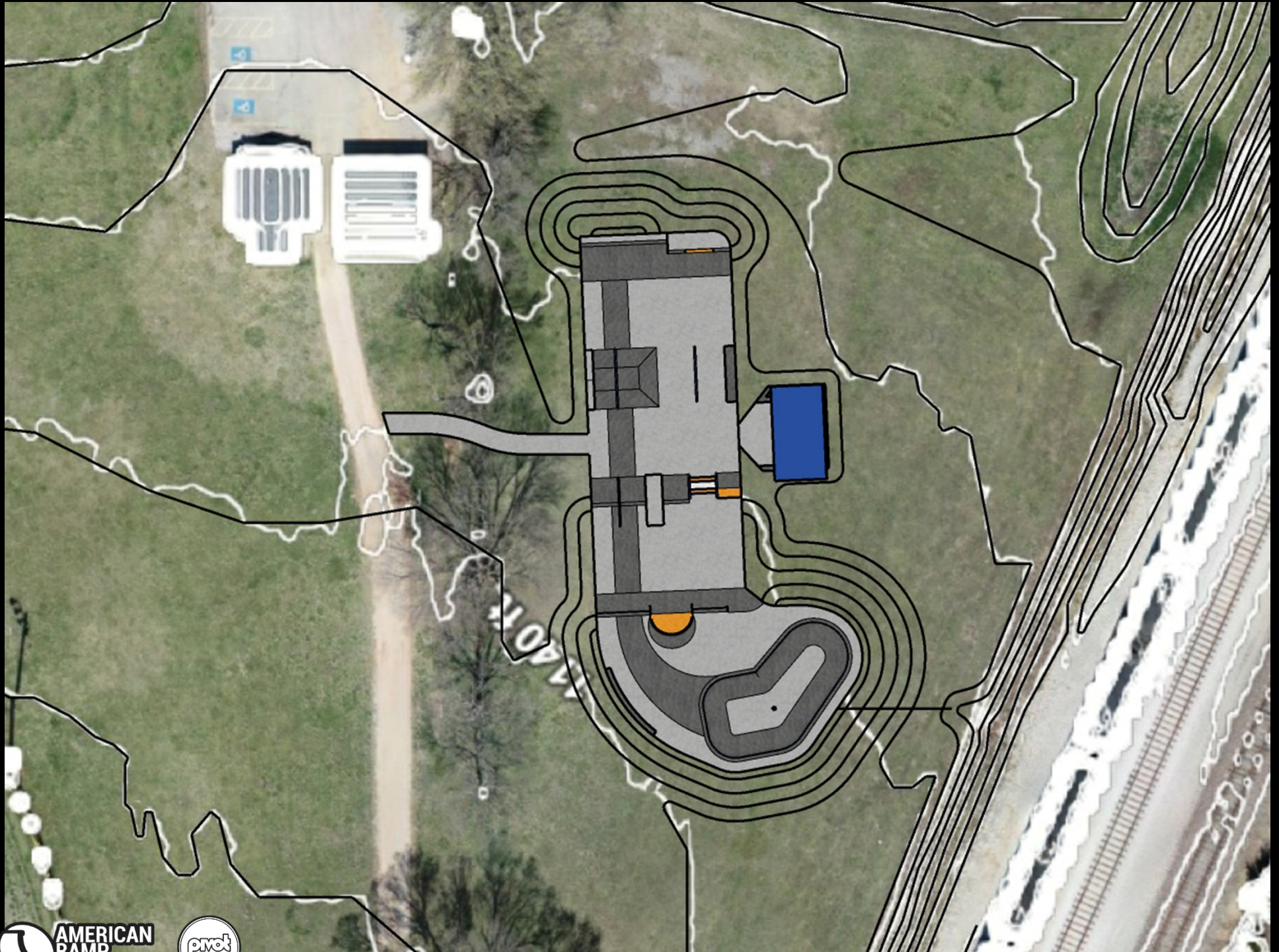












Quote #	Design #	Customer	Date	Designer
Q28005.0	8785	City of Emporia	05-01-24	A.Bemo

Engineer's Estimate: \$500,000

SCOPE OF WORK

1.1 INCLUDES:

- All labor, construction project management, supplies, tools, materials, and equipment required per scope of work
- Site staking and layout
- Cutting and shaping grades within skatepark footprint
- Installation of rebar
- Install and finish shotcrete
- Concrete flatwork
- Concrete ledges, steps, and turndown walls
- Expansion joints, saw cuts and cold joints
- Coping, edgings, rails
- Park sealing
- Fine grading

1.2 EXCLUDES*:

- Prevailing wage
- Sales tax
- Erosion and sediment control
- Stabilized construction entrance
- Landscaping, site and turf restoration post skatepark construction
- Sidewalks/walkways and site amenities of any kind
- Mass excavation or import
- Construction drawings
- Permits, fees and/or engineering and stamping.
- Utility, mechanical, electrical, plumbing work, relocation, or repairs of any kind.
- Toxic or hazardous material handling or removal.
- Removal and/or replanting of any trees or shrubs or protection of trees and shrubs.

1.3 CUSTOMER PROVIDES*:

- Geotechnical Report –If this requirement is waived, assumption is that the site is suitable to build as-is. A change order will be issues for any unforeseen costs that may occur if this is not the case at a cost plus 25%
- Survey and Mapping – The Client shall provide ARC with a current survey locating all above and belowground utilities, appurtenances, structures, and easements. The survey shall be in digital format that can easily be used with AutoCAD software.
- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- All necessary site information including topography, site surveying, and elevations.

*All items above can be provided for an additional fee.

Purchase through our competitively bid government Sourcedwell contract.



Whittier Park Committee Meeting

4.18.24

Attendants:

Linda Kehres-Schmidt, Emporia Community Foundation

Maddox Gutierrez, Skate Enthusiast and Fundraiser

Justin Givens, City of Emporia Planning

Jon Proehl, City of Emporia Engineering

Mark Detter, City of Emporia Assistant City Manager

Tom McEvoy, Emporia Rec Center Director

Kevin Hanlin, City of Emporia Parks and staff person for the Committee

Via Teams:

David Foster, Foster Design Associates

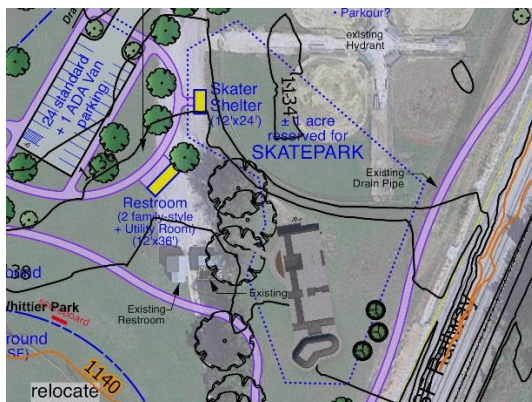
John Hunter, American Ramp Company

Ryan Hicks, American Ramp Company

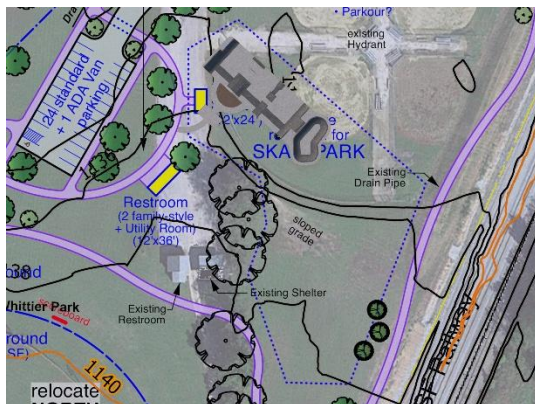
Agenda and Discussion:

1. Skate Park Location:

Location #1



Location #2



The Committee discussed the two locations and the pros and cons of each. Mr. Hunter discussed their thought process when proposing the two sites. He said they took topo shots with their drone and either spot would work. Site #1 would allow for better drainage from the bowl and would require less dirt to be brought into the site.

Mr. Foster suggested the trees to the west would be a good feature to have for providing shade for the skate park. He thought this was a more favorable location and would allow for other uses, such as soccer or BMX track to the north.

Staff shared the email from Becky Smith, City of Emporia Commissioner, stating she was in favor of the NE corner of the park and did not interfere with a dog park that has been sited on the NW corner.

The Committee concluded the Location #1 was the ideal site. Mr. Hunter was asked to recommend lamp locations within the skate park. Mr. Hunter stated that lighting would be good because it will limit shading around features, especially in the bowl.

Mr. Foster also recommended a small skate park shelter as shown in the original concept be moved closer to the selected location.

2. Multi-Use Field vs Softball Field:

Staff gave some background of this item and the work Mr. Foster has done for concepts for a multi-use field. Staff stated the cost of a multi-use field is much higher than just a soccer field. Also, temporary fencing would be needed and it would add to the labor demand to manage a multi-use field. Staff acknowledged there was less interest in programming a multi-use field for softball purposes. Mr. Foster stated the selected location for the skate park, and if T-ball is being located to another park, it would leave space for soccer use in that area.

3. Drainage Basin Recommendation:

[illegible]

Title: Pre Budget discussion
Agenda Date: May 8, 2024
Presented By: Janet Harrouff, Director of Finance

Background

State statutes require all taxing entities to adopt an annual budget. There are specific dates that must be met during the budget process. Per KSA 79-2988 the taxing entity must declare if they will or will not exceed the Revenue Neutral Rate (RNR) by July 20th to the County Clerk. If the RNR is exceeded the budget hearing must be held between August 20th and September 20th and the final budget must be adopted between August 20th and October 1st.

Discussion

Summary of revenue sources by fund
Proposed budget calendar and process
Current fund balances and reserve requirements

Financial Considerations

A budget must be adopted in order to levy taxes and pay expenses.

Attachments

Summary of revenue sources by fund
Budget calendar
Fund balances

City of Emporia

Revenue sources by Fund

General Fund

Ad Valorem Taxes	19%
Sales Tax	23%
Franchise Fees	10%
Motor Vehicle Taxes	2%
Charges for Services	9%
Fines & Fees	2%
Administrative Transfers	11%

Multi Year Fund

County Wide Sales tax

Library Fund

Ad Valorem Taxes
Motor Vehicle Taxes

TGT Fund

Transient Guest tax

Industrial Fund

Ad Valorem Taxes
Motor Vehicle Taxes

Industrial Development Sales Tax Fund

City sales tax

Special Alcohol Fund

Liquor Tax

Special Park Fund

Liquor Tax

Special Street Fund

Gasoline Tax based upon Population

Drug Forfeiture Fund

Money from drug cases

Bond & Interest Fund

Ad Valorem Taxes

Motor Vehicle Taxes

Water Fund

User Fees

Waste Water Fund

User Fees

Solid Waste Fund

Polycart/dumpster fees

Roll off fees

Landfill fees

2025 Budget

Calendar for Budget Preparation

March 11, 2024	Send CIP lists to Department Heads for review and update.
April 12, 2024	Send report to Department Heads for 2024 budget requests
March 29, 2024	CIP list due from Department Heads
May 10, 2024	2025 Budget request due from Department Heads
May 15, 2024	Discuss with Commission- revenue sources, fund balances, personnel (vacant positions, etc), capital projects, ARPA
June 5, 2024	Review CIP items – department heads in attendance
June 5, 2024	Review outside Appropriation requests – groups in attendance
June 18, 2024	Overview of all funds
July 3, 2024	Determine RNR intent
July 3, 2024	Set public hearing for 2025 Budget for September 4, 2024
July 3, 2024	Set public hearing for 2025 Budget for August 21, 2024 if no RNR
July 16, 2024	Planning commission to review proposed CIP list
July 17, 2024	Budget Discussion
July 19, 2024	Notify County Clerk of RNR intent and hearing date
August 7, 2024	Budget discussion
August 10, 2024	Publish Budget Hearing in Gazette and on City website if no RNR
August 21, 2024	Final discussion of 2025 Budget & 5-year plan
August 21, 2024	Approve budget and 5 year plan if no RNR
August 25, 2024	Submit budget to County Clerk if no RNR
August 24, 2024	Publish Budget Hearing in Gazette and on City website
August 24, 2024	Publish RNR budget hearing in Gazette and on City Website
September 4, 2024	Hold RNR hearing – Roll Call Vote is REQUIRED on Resolution
September 4, 2024	Hold Budget hearing
September 4, 2024	Adopt 2025 budget and 5-year plan.
September 25, 2024	Submit budget to County Clerk

City of Emporia
Unencumbered Cash Report
March 31, 2024

	Amount
101 General Fund	9,004,996.58
102 Multi Year Fund	3,250,009.75
103 Insurance Reserve Fund	669,395.98
104 Vacant Property Program	58,873.83
201 Library Fund	36,639.92
203 Transient Guest Tax Fund	826,202.52
204 Industrial Fund	24,309.79
205 Industrial Dev Sales Tax Fund	464,952.96
206 Special Alcohol Fund	114,821.07
207 Special Park & Recreation Fund	143,960.75
208 Special Street Fund	245,303.58
209 Drug Money Forfeitures Fund	36,227.50
210 Storm Water	319,677.02
218 Emergency Shelter Grant Fund	6,394.00
224 Fire Public Education	4,011.93
225 Police Grants Fund	4,714.95
251 Emporia Homeowner Repair	-51,208.84
252 2014 Housing Rehab	76,035.35
254 2020 CDBG Rehab Grant	3,994.00
260 Land Bank	128,573.57
301 Bond and Interest Fund	3,651,952.56
305 Equipment Reserve Fund	562,451.22
401 Coronavirus Recovery Grant	160,012.95
406 Internal Improvement Fund	5,379,786.11
409 Water Treatment Plant Improvement Fund	680,819.20
413 Water Main Improvements	-7,127,378.91
415 Civic Auditorium Project Fund	194,405.98
423 Airport Improvements Fund	330,583.01
428 Park Improvements Fund	-147,645.21
441 Paving Projects Fund	-486,657.58
442 Construction Projects Fund	-261,660.16
444 Waste water Improvement	3,542,039.84
501 Water Utility Fund	-1,314,988.66
502 Sewer Fund	-885,810.76
503 Solid Waste Fund	3,347,099.72
601 Worker's Comp Fund	2,251,326.98
602 Health Care Fund	2,448,934.28
708 Fire Insurance Proceeds	5,233.64
 TOTAL UNENCUMBERED CASH - ALL FUNDS	 27,698,390.42



Commission Action Report

Award Emporia Animal Shelter Proposal

Title: Award Emporia Animal Shelter Proposal

Agenda Date: May 15th, 2024

Presented By: Christina Montgomery, City Attorney

Background:

The City's contract with the Humane Society of the Flint Hills for animal shelter management expires on July 31, 2024. The City of Emporia published a request for proposals for shelter management and operation services on April 2nd and accepted proposals until April 30th. We received responses from the following organizations:

- Humane Society of the Flint Hills
- Raise Your Paws
- Prairie Paws Animal Shelter, Inc.

Discussion:

The proposals were assessed based on expectations set forth in the RFP which included: services available, background & experience, staffing, budget, and budget methodology. A five-member committee composed of pertinent city staff evaluated the proposals and agreed that Prairie Paws is the most viable option for advancement of the animal shelter.

Financial Considerations:

Financially, each of the organizations were similar, but Prairie Paws had the lowest total budget and the lowest percentage of City support in their budget. This lower percentage is offset by enhanced fundraising efforts and increased program revenue.

Organization	Total Budget	Amount Expected from City	% of budget funded by City
Humane Society of Flint Hills	\$261,000	\$180,000	68.96%
Raise Your Paws	\$262,783	\$185,000	70.39%
Prairie Paws	\$245,696	\$157,896	64.27%

Recommended Action:

Staff recommends awarding the proposal to Prairie Paws Animal Shelter, Inc.

Attachments:

Animal Shelter Responses and Supporting Materials

Humane Society of the Flint Hills

A. Cover Sheet

1) Lori J. DeWinkler, President
Humane Society of the Flint Hills
Non-Profit
Federal Tax ID # 23-7184643

2) _____
Lori J. DeWinkler, President

B. Description of Services, Background and Staff

1) **Services**

- a) The Humane Society of the Flint Hills is a non-profit entity located in Emporia, Kansas, that is led by a group of board members who oversee a team of employees who run the Emporia Animal Shelter. We are supported with the city contract for funding along with money from fund raising, grant writing, donations, memorials and adoptions. We are dedicated to providing support and protection for animals. We have operated the Emporia Animal Shelter as a no-kill shelter since 2015. We have served the Emporia community by housing and caring for the animals without a home, injured or surrendered. We also shine at loving the animals as if they were our own. We also promote strong adoptions by having a verbal, face-to-face interview with each adopter to find the right pet. Once the perfect match has been established, the adoption is further evaluated through meet-and-greets, over-night stays, home visits and foster to adopt arrangements.
- b) We are providing food, water, shelter, vaccinations, socialization, exercise, training, spay and neuters, medications, baths, love, medical help and clean environments for their stays. We also provide help to the community through donated food, vaccination clinics and other pet items. We maintain complete records of each animal who enters our shelter. We also provide pictures and stories of the animals on both Facebook and Petfinder.
- c) We are diligent about taking our animals into the community by attending different events which promote exposure of our animals to possible adopters as well as socialization. Community Pantry Outreach is provided with help from supporting businesses. The Humane Society offers a barn cat program for feral cats that are brought into the shelter. We provide each animal with a rabies shot, other basic vaccinations and spay/neuter before their adoption. We are invested in our adopters and their success by encouraging updates and communications of any concerns and celebrations. Each kennel meets the ASV guidelines for kennel space. We have successfully cared for multiple hoarding situations. We have passed many state inspections.
- d) We currently are open to the public six hours a day, Wednesday through Sunday. We will be expanding our hours upon the new contract to meet the 40 hours per week along with one evening. We are willing to accept community surrenders as space is available. The Humane Society board members look forward to meeting with city officials bi-annually to discuss shelter operations. We will be encouraging direct

communication with the board members while moving forward with the new contract. The current data tracking is a manual system which we will upgrade to a software system, such as Shelterluv, upon the new contract.

- e) The Humane Society would be interested in helping the city expand the shelter to continue humanely housing more animals. We are willing to invest half of the cost of adding 18 full dog kennels. In doing so, this helps the city expand the shelter and this will increase our expenses due to housing more animals. If the city decides to part ways with the Humane Society of the Flint Hills within 5 years, the Humane Society is reimbursed for our amount invested in the addition. Our contract cost must remain equal with the inflation cost of more animals and staff. The Humane Society board is restructuring to allow the Executive Director to focus more on grant writing and fund raising to support the expenses at the Emporia Animal Shelter. Free shelter animal food is obtained through a business association and we have also received cat pellets which shall be supplied for a year through a private donor. We are committed to spay/neuter all animals before they are adopted which will decrease the amount of breeding that could lead to possible strays in the city.
- f) Hills Pet Nutrition provides free pet food for the shelter animals. Walmart Distribution Center provides food for the community pantry. We also receive generous community donations of food, toys and bedding.
- g) The Humane Society currently does not have any additional facilities. We have asked for a quote from Mitchell Markowitz for an addition to the shelter. Our downtown Emporia office was closed in April 2024 to save on costs.
- h) Our costs are broken down per category in the monthly Statement of Activity Financial Report. The Shelter Manager provides the report of intake and placement numbers (quarantine / court hold / return to owner / surrenders / adoptions / length of stays / deaths / shelter numbers (cats vs. dogs).) The software program that we choose will give us more options to track and evaluate our data. Our employees are evaluated every six months for job performance.
- i) We are a no-kill shelter. We do run specials for adoptions to prevent over-crowding. We post information on social media and Pet Finder to provide exposure. As far as long-term stays, we continue to work with those animals on behavior training and health conditions until they are

adopted. We reach out to rescues and other shelters for possible transfers.

- j) Animals are first put in the cat or dog isolation area. This allows them to be evaluated for any health or behavioral issues. After they are assessed to be healthy and not a safety concern, they are vaccinated and moved into our main dog or cat kennels. If they have any health concerns, they are taken to a veterinarian for treatment. If there is a safety concern due to a behavioral issue, our staff works with them for a few weeks to give them time to decompress and gain their trust. If improvement is not made, we get two different veterinarian's opinions on ways to improve their behavior or to decide if euthanasia must be considered. If euthanasia is a necessity, they are euthanized by a veterinarian. Our anticipated euthanasia rate should be similar to 2023 which was 3.7%.
- k) The Shelter is open to accept healthy cats or dogs into our animal shelter on an exchange program with another licensed animal shelter. We have provided people with contact information to other local and regional animal shelters, rescues and foster homes to address their request for surrendering.
- l) All animals receive humane care in accordance with ASV guidelines. They are provided healthy food once a day with treats given multiple times. Water is supplied to the animals. They are provided a full kennel that meets the ASV guidelines with adequate room for elimination and waste, food and water, and bedding. They are supplied enrichment toys in their kennels. Their kennels are completely cleaned once a day with fresh, clean bedding. Additional kennel cleaning is provided as needed. Medical outbreaks are controlled by placing all in-take animals initially in isolation until an exam and assessment is completed and their initial vaccinations are given. Dog kennels are power-washed daily and Rescue Disinfectant Cleaner is used in all cat and dog kennels. Puppies are quarantined until they have received all three vaccinations. The puppies' play area is cleaned with Rescue before exercise time to prevent exposure to Parvo and other diseases. Staff wash their hands before handling puppies or kittens. There is a list of emergency contact phone numbers posted at the Shelter that include the board president, vice-president and veterinarian. All staff also have the shelter manager's, board president's and vice-president's phone numbers so shelter operation can continue in the event of an emergency. Our current standard operating policies and procedures are an extension of the 2005 Operation's Manual developed by the Emporia Police Department. They can be provided upon request.

2) Background and Experience

- a) The Lyon County Humane Society was incorporated in May 1971. It was founded by five Emporia women: Ellen Querner, Lois Kurtz, Rotha Marrs, Sandy Troxell and Vera Harris for the purpose of preventing, investigating and combating cruelty to animals. The society is a not-for-profit organization, chartered by the state of Kansas, with offices in Emporia. It is comprised of a board of directors which governs its policies and makes the major decisions of the society. Income is generated through memberships, donations, memorials, bequests and fund-raising activities.

From its founding, calls concerning the well being of animals have been investigated for possible cruelty by a society Cruelty Officer or referred to the proper city or county agency for that situation.

Our focus has been running the Emporia Animal Shelter for the past nine years. In the earlier years, several society members housed unwanted animals in their homes. These animals were wormed and vaccinated for distemper before being offered for adoption for a small fee. For various reasons, this was stopped in 1976.

In September 1973, a Women's Auxiliary was formed to assist in the raising of funds for the society. This group continued to be an active supporting part of the society until they disbanded in 1983.

In October 1980, the original name of the society was changed to the Humane Society of Lyon County Inc. It was felt this change was necessary to clear the misconception that the society was a county agency receiving county or tax money. In 1993 the name was again changed to the Humane Society of the Flint Hills.

In April 1982, the society began a spay-neuter program to implement our conviction that controlling reproduction in a way to help correct the over-population of animals. A \$10 per animal rebate was offered to pet owners having the surgery done during the months of February or October. The rebate offer was originally limited to Lyon County residents, but in 1984 was expanded to include residents of Chase, Morris, Osage, Coffey and Greenwood counties.

The Human Society of the Flint Hills started managing the animal shelter in 2015.

- b) Brad Crauer, DVM (K-State) and staff have provided free spay/neuter for our animals and given their opinions on any questions we had about

their well-being; Wal-Mart Distribution Center has provided food, toys and treats for our Food Pantry; Hills Science Diet provides food for our shelter animals; Dorsey Animal Clinic provides procedures for our animals and has been available in emergency situations; Rocking KM Veterinary Service (Council Grove) has provided procedures for shelter animals; Bluestem Farm and Ranch collects donations for the shelter; Burlington Veterinary Center has provided procedures for shelter animals; Bobby D's has a donation jar; and Petsense has a donation box.

c) Brad Crauer, DVM

Associate Clinical Professor – Shelter Medicine/Community Outreach
College of Veterinary Medicine and Veterinary Health Center
1800 Denison Avenue
Manhattan, Kansas 66506
Phone: (785) 410-1834
E-Mail: bcrauer@vet.k-state.edu

Floyd Dorsey, DVM

Dorsey Animal Clinic
2909 W. 12th Avenue
Emporia, Kansas 66801
Phone: (620) 342-1221
E-Mail: doreyanimalclinic@gmail.com

Sara Washee, RVT

Kansas Department of Agriculture
Animal Facilities Inspector
1320 Research Park Drive
Manhattan, KS 66502
Phone: (316) 650-0388
E-Mail: sara.washee@ks.gov

- d) We are a humane society with a municipal contract which also fund raises and accepts donor and memorial support to provide the services for the city's shelter.
- e) As far as we are aware, the Humane Society of the Flint Hills has not been part of any current, pending or past litigation. All court cases have involved the owners of the animals that have sheltered in our facility.
- f) Abigail Donahue, Staff
December 1, 2023
Abigail was bringing row 4 inside after cleaning. She brought Carhartt in

first (because he was in run 3), when she opened the door he pushed past her before she could get a leash on him. He ran to the middle kennel (at the time was Cider's) and started eating his treats. Abigail grabbed him to attempt to get a leash on him, then he started growling and snapped at her hand. She released him when he bit her and then continued to bite up her arm several more times. He bit her a total of 4-5 times on her left hand/ forearm. When he released from the final bite, she went to get help and get the wounds cleaned.

Lisa Ayer, Volunteer / Board Member / Foster Home
February 28, 2023

The foster dog had been fed breakfast. Lisa sat down to eat her breakfast at the table and the foster dog stood on its hind legs to reach for her food. She told the dog "down" and the dog obeyed. She turned back to eat her breakfast and the dog quickly jumped up to get some of the food and took a bite out of her forearm. After putting the dog in a safe place, Lisa went to the emergency room for a few stitches to close the wound.

- g) We have been providing the animal shelter data and the animal records since 2015.
- h) We have been working with the Emporia Police Department and Lyon County Sheriff Department since 2015. While this has been a very mission-oriented experience for the humane society, we know there have been some conflicts that have arisen due to the amount of animals that the animal shelter is expected to accept with the limited amount of kennels available. We are striving to humanely care for the animals at the shelter in a way that meets the ASV guidelines. Therefore, we are proposing to split the cost of a shelter addition with the city to add more kennels which will allow for more animals to be accepted. We would like further conflicts to be resolved by developing direct communication between the city and the Humane Society board.
- i) This is the Humane Society's written procedure for injured and sick animals. Our intake vaccinations is listed below:

Cats: Novibac HCPCh (feline
rhinotracheitis/calici/panleukopenia/chlamydia psittaci)

Dogs: DAPP (distemper/adenovirus/hepatitis/parainfluenza/and
parvovirus) and bordatella for kennel cough

Animals also get a dose of flea and tick medicine.

Any animal is to be cared for as humanely as possible.

INJURED ANIMALS

If the animal is not seriously injured, it can be taken to the Animal Shelter without immediate medical treatment.

If there is any doubt about the seriousness of the animal's injuries, the animal shall be taken to a veterinarian.

If the animal is to be euthanized, the veterinarian may also euthanize the animal immediately if the animal is unduly suffering.

If the veterinarian believes the animal can recover, shelter staff will follow the instructions of the veterinarian and administer medication to the animal as instructed.

If the animal is brought in by a citizen and the owner does not come to claim the animal, the Emporia Animal Shelter/HSFH will be billed.

SICK ANIMALS

If an Animal Control Officer picks up what appears to be a sick animal, the officer must take it to a veterinarian for diagnosis before it can be impounded at the Animal Shelter. The same holds true for an animal that is brought to the shelter by a citizen, the animal is to be isolated and taken to a veterinarian as soon as possible for a diagnosis.

If the veterinarian believes that the animal should be euthanized, then that will be done. Otherwise, shelter staff follow the veterinarian's instructions to treat the animal.

If Parvo is suspected, the animals must be quarantined immediately in the isolation room and taken to a veterinarian as quickly as possible to have the veterinarian test for this. The Shelter staff will follow the veterinarian's recommendation on what course of action should be followed. If the animal can be treated for the condition, the Shelter staff will give approval for the animal to be treated either at the veterinarian's office or in the isolation room at the Shelter, depending on the severity of the case of Parvo. If the veterinarian gives approval for treatment at the shelter, the shelter Staff will follow the veterinarian's instructions on treatment.

If the veterinarian recommends euthanasia the Shelter staff shall make all attempts possible to contact the owner of the animal before it is euthanized.

Cost incurred of these actions shall be handled as outlined above.

Animals that are sick and impounded at the shelter should be kept separate from the other animals.

Shelter staff members can follow the guidelines outline above when the member suspects an animal is sick.

3) Staffing

- a) Volunteers are used to socialize with animals, assist with animal care taking, cleaning of the shelter, and assist with special projects as assigned by the Shelter Manager. Anyone wishing to be a volunteer would always be welcomed to complete an application. Volunteers can greatly assist staff members in the operation of the Animal Shelter.

Volunteers will be supervised by the staff. They must be at least 16 years of age to apply. If they are accepted, they will read and sign the Volunteers Rules and Regulations form, release form, and log book.

The number of volunteers scheduled during specific time periods will take into account the number of animals being housed, the volunteer's level of completed training, and the number of regular shelter staff scheduled on a specific day.

Volunteers shall be trained in accordance with the procedures outlined in the Animal Shelter Procedure Manual as shown by staff.

Shelter staff members are expected to correct a volunteer if staff member sees the volunteer doing something that conflicts with the policy manual. The staff member then should notify the Manager of the incorrect practice who will then determine if the volunteer needs remedial training or removal.

A volunteer can be dismissed from working at the shelter if it is determined the volunteer cannot perform job tasks or any other issues. Prior to dismissal, Administration will be contacted and the matter discussed with him/her.

The Humane Society does not currently use any contractors.

We have two staff members scheduled for Monday and Tuesday when the shelter is closed to the public except for appointments. Three staff members are scheduled Wednesday through Sunday. One staff member returns in the evening to insure all animals are doing well, provide any medications and treats. In order to meet the requirements

of 40 hours per week, we will be extending our open hours and one evening per week.

- b) Stephanie A. Achille – Executive Director of the Humane Society and Emporia Animal Shelter – Fund Raising, networking, donor relations, ordering supplies, organize meetings

Abigail Donahue – Full-time Shelter Assistant -- Vaccinations, intake protocol, Day to day operations, cleaning, customer service, animal enrichment

Grace LeMasters – Part-time Shelter Assistant -- Intake protocol, Day to day operations, cleaning, customer service, animal enrichment

Stephany Stithem – Part-time Shelter Assistant -- Intake protocol, Day to day operations, cleaning, customer service, animal enrichment

Jazzamine Worley – Part-time Shelter Assistant -- Intake protocol, Day to day operations, cleaning, customer service, animal enrichment

Joci Bryant – Part-time Shelter Assistant – Intake protocol, day to day operations, cleaning, customer service, animal enrichment

- c) New employees are trained while joining an employee or manager in the cat area, office area, laundry, cleaning and later the dog area within a two-week period. Contractors are welcomed into the shelter by an employee or the manager. They are then taken to the areas where they will be working. Volunteers are also trained with an employee or manager in the areas they will be assigned.
- d) The Humane Society does not use any subcontractors.
- e) See Attachment A
- f) See Attachment B

C. Proposed Costs

1) **Budget Proposals**

- a) See Attachment C
- b) See Attachment D

c) See Attachment E

d) Multiple fund raisers are held throughout the year and grants are applied for on a yearly basis. We also get interest from our funds in the Emporia Community Foundation. Other funding sources are donations from our community, directed donations from memorials, and the contract with the city of Emporia. Shelter-based revenue consists of adoption, quarantine and return-to-owner fees and sales of merchandise.

2) Budget and Cost Methodology

a) See Attachment F

The cost-based analysis was calculated using the costs from the last 12 months at estimated 5% inflation except for veterinarian cost. The cost of spay/neuters was added in on top of our total veterinarian bills and among the 12 months.

b) Cat bedding – Variable costs due to the number of cats sheltered, the number of times the entire litter box needs changed and how soon they are adopted.

Cleaning supplies – Variable costs due to the number of animals in the shelter, the number of loads of laundry done, the amount of Rescue that is needed to clean the kennels that month,

the amount of dirt that is tracked into the shelter that requires floor cleaning and the number of paper towels used for cat kennel cleaning.

Dog / Cat treats – Variable costs due to the number and size of the animals kept at our shelter that month.

Dog misc. – Variable costs based on the number of leashes, muzzles, collars, dog kongs, and replacement blankets that are required to be purchased for animal care.

Employee expenses – Variable costs due to the number of employee appreciation treats, meals, work boots, gloves, birthday celebrations, Christmas gifts and bonuses.

Meals (K-State) – Variable costs of meals purchased for the veterinarian and their students when their mobile unit came to the shelter for spay / neuters.

Office supplies – Variable costs due to the amount of printing ink purchased, pens, paper, and other office supplies as needed.

Repairs / Maint. – Variable costs due to the upkeep at the shelter.

Subscription – Variable costs due to the subscription of Quikbooks, state registration requirements, bank fees, and web site fee.

Van / Travel – Variable costs due to the maintenance and repair of the van, the amount of gas used to pick up food from the Walmart

Distribution Center and traveling to different veterinarian appointments.

Veterinarian – Variable costs due to the costs of spay/neuters and other health issues along with the costs of vaccinations and flea/tick medicine.

c) Cat for an average 6-week stay cost estimate:

Rabies -- \$20
Vaccinations -- \$75
Treats -- \$1.50
Food – Free
Cat Spay / Neuter -- \$190
Rescue Cleaner -- \$4.20
Paper towels -- \$2.10
Cat pellets -- \$28.14
Laundry soap -- \$4.20
Employee time -- \$42.00
TOTAL -- \$367.14

Dog for an average 6-week stay cost estimate:

Rabies -- \$20
Vaccinations -- \$75
Treats -- \$30
Food – Free
Dog Spay / Neuter -- \$325
Rescue Cleaner -- \$2.00
Paper towels -- \$1.50
Laundry soap -- \$19.10
Employee time -- \$115.50
TOTAL -- \$588.10

d) The basis for the cost adjustments for subsequent years was calculated using an estimated 5% inflation rate.



Attachment A

Employee Handbook Humane Society of the Flint Hills

**P.O. Box 845
Emporia, KS 66801**

(620) 340-6345

emporiakansasanimalshelter@gmail.com

Section 1—Purpose of this Handbook

This handbook has been prepared to inform new employees of the policies and procedures of this company and to establish the company's expectations. It is not all inclusive or intended to provide strict interpretations of our policies; rather, it offers an overview of the work environment. This handbook is not a contract, expressed or implied, guaranteeing employment for any length of time and is not intended to induce an employee to accept employment with the company.

The company reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this handbook or elsewhere, in its sole discretion. If any discrepancy between this handbook and current company policy arises, conform to current company policy. Every effort will be made to keep you informed of the company's policies, however we cannot guarantee that notice of revisions will be provided. Feel free to ask questions about any of the information within this handbook.

This handbook supersedes and replaces any and all personnel policies and manuals previously distributed, made available or applicable to employees.

At-Will Employment

Employment at this company is at-will. An at-will employment relationship can be terminated at any time, with or without reason or notice by either the employer or the employee. This at-will employment relationship exists regardless of any statements by office personnel to the contrary.

Section 2—Workplace Commitments

Equal Opportunity Employment

This company is an equal opportunity employer and does not unlawfully discriminate against employees or applicants for employment on the basis of an individual's race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable laws. This policy applies to all terms, conditions, and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

Whenever possible, the company makes reasonable accommodations for qualified individuals with disabilities to the extent required by law. Employees who would like to request a reasonable accommodation should contact Humane Society of the Flint Hills' Executive Director.

Non-Harassment Policy / Non-Discrimination Policy

This company prohibits discrimination or harassment based on race, color, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and is free from discriminatory practices, including without limitation harassment. Consistent with its workplace policy of equal employment opportunity, the company prohibits and will not tolerate harassment on the basis of race, color, religion, creed, sex,

national origin, age, disability, marital status, veteran status or any other status protected by applicable laws. Violations of this policy will not be tolerated.

Discrimination includes, but is not limited to: making any employment decision or employment-related action on the basis of race, color, religion, creed, age, sex, disability, national origin, marital or veteran status, or any other status protected by applicable law.

Harassment is generally defined as unwelcome verbal or nonverbal conduct, based upon a person's protected characteristic, that denigrates or shows hostility or aversion toward the person because of the characteristic, and which affects the person's employment opportunities or benefits, has the purpose or effect of unreasonably interfering with the person's work performance, or has the purpose or effect of creating an intimidating, hostile, or offensive working environment. Harassing conduct includes, but is not limited to: epithets; slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward any individual or group based on their protected characteristic.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of sexual harassment include: unwelcome or unsolicited sexual advances; displaying sexually suggestive material; unwelcome sexual flirtations, advances, or propositions; suggestive comments; verbal abuse of a sexual nature; sexually oriented jokes; crude or vulgar language or gestures; graphic or verbal commentaries about an individual's body; display or distribution of obscene materials; physical contact such as patting, pinching, or brushing against someone's body; or physical assault of a sexual nature.

Reporting:

Any company employee who feels that he or she has been harassed or discriminated against, or has witnessed or become aware of discrimination or harassment in violation of these policies, should bring the matter to the immediate attention of his or her supervisor or Humane Society of the Flint Hills' Executive Director.

The company will promptly investigate all allegations of discrimination and harassment, and take action as appropriate based on the outcome of the investigation. An investigation and its results will be treated as confidential to the extent feasible, and the company will take appropriate action based on the outcome of the investigation.

No employee will be retaliated against for making a complaint in good faith regarding a violation of these policies, or for participating in good faith in an investigation pursuant to these policies. If an employee feels he/she has been retaliated against, the employee should file a complaint using the procedures set forth above.

Drug Free/ Alcohol Free Environment

Employees are prohibited from unlawfully consuming, distributing, possessing, selling, or using controlled substances while on duty. In addition, employees may not be under the influence of any controlled substance, such as drugs or alcohol, while at work, on company premises or engaged in company business. Prescription drugs or over-the-counter medications, taken as prescribed, are an exception to this policy.

Anyone violating this policy may be subject to disciplinary action, up to and including termination.

Open Door Policy

The company has an open-door policy and takes employee concerns and problems seriously. The company values each employee and strives to provide a positive work experience. Employees are encouraged to bring any workplace concerns or problems they might have or know about to their supervisor, the Humane Society of the Flint Hills' Executive Director or a Board member.

Section 3—Company Policies and Procedures

Professional Conduct

This company expects its employees to adhere to a standard of professional conduct and integrity. This ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of other's feelings and needs. General cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.

Dress Code

An employee's personal appearance and hygiene is a reflection on the company's character. Employees are expected to dress appropriately for their individual work responsibilities and position. Shorts, tank tops, and open toed shoes are not acceptable.

Payday

Paychecks are deposited by direct deposit every 2 weeks by pm on payday. If the pay date lands on a holiday, paychecks will be distributed on the closest business day before the holiday.

The paycheck will reflect work performed for the previous two-week period. Paychecks include salary or wages earned less any mandatory or elected deductions. Mandatory deductions include federal and state withholding tax and other withholdings.

Notify a supervisor if the paycheck appears to be inaccurate or if it has not been received. Advances on paychecks are not permitted. Information regarding final paychecks can be found under the termination section of this handbook.

Any change in name, address, telephone number, marital status or number of exemptions claimed by an employee must be reported to HSFH Executive Director.

Company Property

Company property, such as equipment, vehicles, telephones, computers, and software, is not for private use. These devices are to be used strictly for company business, and are not permitted off grounds unless authorized. Company property must be used in the manner for which it was intended. Upon termination, employees are required to surrender any company property they possess.

Company computers, internet, and emails are privileged resources, and must be used only to complete essential job-related functions. Employees are not permitted to download any “pirated” software, files or programs and must receive permission from a supervisor before installing any new software on a company computer. Files or programs stored on company computers may not be copied for personal use.

The company provides phones to use if needed for business-related purposes or in case of emergency. The company requests that employees not use personal call phones while on duty. If urgent, please keep personal calls or texts to a minimum and conversations brief. Personal long-distance calls on company phones are not permitted. Employees are reminded that they should have no expectation of privacy in their use of company computers or other electronic equipment.

Violations of these policies could result in disciplinary action or termination.

Privacy

Employees and employers share a relationship based on trust and mutual respect. However, the company retains the right to access all company property including computers, desks, file cabinets, storage facilities, files and folders, electronic or otherwise, at any time. Employees should not entertain any expectations of privacy when on company grounds or while using company property.

All documents, files, voicemails, and electronic information, including emails and other communications, created, received, or maintained on or through the company property are the property of the company, not the employee. Therefore, employees should have no expectations of privacy over those files or documents.

Personnel Files

The company maintains a personnel file on each employee. These files are kept confidential to the extent possible. Employees may review their personnel file upon request.

It is important that personnel files accurately reflect each employee’s personal information. Employees are expected to inform the company of any changes in name, address, home phone number, home address, marital status, number of dependents, or emergency contact information.

Section 4—Employment Classification

This company assigns positions, determines wages and compensates employees for overtime in accordance with state and local laws and the Fair Labor Standards Act.

Exempt Employees

Exempt employees are those that are excluded from the overtime pay requirements of the Fair Labor Standards Act. Exempt employees are paid a salary and are expected to work beyond their normal work hours whenever necessary to accomplish the work of the company. Exempt employees are not eligible to receive overtime compensation. Employees should consult with an administrator if they have questions regarding their classification as an exempt employee.

Non-Exempt Employees

Non-Exempt employees are those eligible for overtime pay of 1.5 times the regular hourly rate of pay for all hours worked over 40 hours per week. All overtime must be approved in advance. Employees should consult an administrator if they have questions regarding their classification as a non-exempt employee.

Part-Time, Full-Time, or Temporary Status

Part-time or full-time status depends on the number of hours per week an employee works. Regular employees who work fewer than 40 hours receive part-time classification. Part-time employees are not eligible for employee benefits as described in this handbook. Regular employees who work at least 40 hours receive full-time classification.

From time to time the company may hire employees for specific projects or periods of time. Temporary employees may work either part-time or full-time, but generally are scheduled to terminate by a certain date. Temporary employees who remain past the scheduled termination remain classified as temporary. Only HSFH Executive Director is authorized to change an employee's temporary status. Temporary employees are not eligible for employment benefits.

Section 5—Attendance Policy

General Attendance

The company maintains normal working hours of 8 am to 3 pm. Supervisors will provide employees with their work schedule. Should an employee have any questions regarding his/her work schedule, the employee should contact the supervisor.

The company does not tolerate absenteeism without excuse. Employees who will be late to or absent from work must notify the shelter manager by calling and leaving a message on voicemail prior to the start of their shift. The employee must speak directly to the shelter manager as soon as practical to discuss when they expect to return to work. If you do not leave a message it will be considered a "no call/no show". You may not use available PTO time for a no call/no show. If an employee has 3 no call/no shows, it will result in immediate termination.

Tardiness

Employees are expected to arrive on time and ready for work. An employee who arrives seven minutes after their scheduled arrival time is considered tardy. The company recognizes that

situations arise which hinder punctuality; regardless, excessive tardiness is prohibited, and may be subject to disciplinary action.

Breaks

When working conditions permit, and pending a supervisor's approval, employees are entitled to one 15-minute break for every 4 hours worked.

Meal periods are for one-half hour.

Section 6—Leave Policies

Paid Time Off (PTO)

The company provides, as a benefit, paid vacations for its eligible employees. Forward requests for time off in advance to a supervisor who may approve or deny the request based on company resources. The company is flexible in approving time off when doing so would not interfere with company operations. PTO days are granted based on the number of hours needed by the employee. However, no more than 10 days will be granted in one block of time.

A regular employee is eligible to receive paid time off as long as they qualify as a full-time employee. Employees must earn and accrue PTO benefits before they may be used. Employees should consult HSFH Executive Director regarding the amount of PTO leave they accrue each pay period. When you have used all of your PTO you **MAY** be granted an up-paid day off. However, a call-in for a sick day or a personal emergency will count as one point. If you are sick and bring a doctor's note, you will only lose one point. Without a note you will lose a point for every day you are out. Once you have used 3 points in a 12-month period, you are subject to termination.

Accrued time off may be carried forward into the next year. PTO benefits do not accrue during any period of extended leave of absence. In December, eligible employees may sell back accrued PTO at one half value (i.e. 80 hours of PTO time will be paid for 40 hours). Requests to sell back PTO must be in writing and received in HSFH Executive Director's office by the second week of November. If an employee voluntarily terminates, PTO may not be used after termination notice is given.

Situations may arise where an employee needs to take time off to address medical or other health concerns. The company requests that employees provide notification to their supervisor as soon as practical when taking time off. PTO days are granted on a paid basis to regular employees.

Addendum to PTO Policy

At such a time as the employee or employer decides to terminate employment, the employee may decide to sell back all or a part of the Paid Time off that they have accrued. In doing so, HSFH will purchase this time back from them at half (50%) their normal rate. This payment will be paid out with their last paycheck.

Compensatory Time Policy

Compensatory time may be given to those employees who work overtime, and with whom the Humane Society has a prior agreement or understanding that the employee will accept compensatory time in lieu of cash payment for overtime. Compensatory Time will be earned as straight time, not as time and a half as with cash overtime pay. Employees are encouraged to use their accrued compensatory time, and the Humane Society will make every effort to grant reasonable requests for the use of compensatory time when sufficient advance notice is given and the workplace is not unduly disrupted. An Employee may accrue a maximum of eighty (80) compensatory hours. Should the employee or Humane Society terminate employment, the Humane Society will pay the employee for the accrued Compensatory time as straight pay with the final paycheck.

Holidays

The company observes the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

Holidays are observed on a paid basis for all eligible employees.

Jury Duty Time Off

The company understands that occasionally employees are called to serve on a jury. Employees who are selected for jury duty must provide a copy of their jury summons to a supervisor. Up to four days of time taken for jury duty is granted on a paid basis. Employees are expected to return to work.

Military Leave

Employees called to active military duty, military reserve or National Guard service may be eligible to receive time off under the Uniformed Services Employment and Reemployment Rights Act of 1994. To receive time off, employees must provide notice and a copy of their report orders to an immediate supervisor. Military leave is granted on an unpaid basis. Upon return with an honorable discharge, an employee may be entitled to reinstatement and any applicable job benefits they would have received, if present, to the extent provided by law.

Leave of Absence

Regular full-time employees may request an unpaid leave of absence after the exhaustion of paid leave. A request for a leave of absence must be submitted in writing in advance to the employee's immediate supervisor.

Leave of absences that are granted are unpaid and will not be considered until an employee has exhausted all appropriate accrued leave balances. Continuation of employee benefits during a leave of absence will be addressed on an individual basis, as required by law.

Bereavement Leave

Bereavement Leave for Family Members

When a death occurs in an employee's family, all employees may take up to three days off with pay to attend the funeral or make funeral arrangements. The pay for time off will be pro-rated for part-time employees. The Humane Society may, in unusual circumstances, require verification of the need for the bereavement leave.

Family Defined for Bereavement Leave

Family members are defined as an employee's spouse, parents, stepparents, siblings, stepsiblings, children, stepchildren, grandparents, aunts, uncles, cousins, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, or companion animal.

Additional Bereavement Time Off

The Humane Society understands the deep impact that death can have on an individual or a family, therefore an employee may make arrangements with the Humane Society for additional time off. This may be granted depending on circumstances such as distance, the individual's responsibility for the funeral arrangements, and the employee's responsibility for taking care of the estate of the deceased. This may be discussed with the employee's supervisor, or in the case of the Shelter Manager, the Executive Director. It is the Humane Society's intention to support employees during their times of grief and bereavement.

Section 7—Work Performance

Expectations

The company expects every employee to act in a professional manner. Satisfactory performance of job duties and responsibilities is key to this expectation. Employees should attempt to achieve their job objectives, and act with diligence and consideration at all times. Poor job performance can result in disciplinary action, up to and including termination.

Insubordination

Supervisors and employees should interact with mutual respect and common courtesy. Employees are expected to take instruction from supervisors and other persons of authority. Failure to comply with instructions or unreasonably delaying compliance is considered insubordination. Acts of insubordination are subject to disciplinary action up to and including termination.

If an employee disagrees with a supervisor, the employee should first try to mediate the situation by explaining their position. If possible, a compromise might be met and accusations of insubordination avoided.

Section 8—Disciplinary Policy

Grounds for Disciplinary Action

The company reserves the right to discipline and/or terminate any employee who violates company policies, practices or rules of conduct. This company does not tolerate poor performance and misconduct. These actions include, but are not limited to:

- Any acts of cruelty/abuse to the animals;
- Engaging in acts of discrimination or harassment in the workplace;
- Possessing, distributing or being under the influence of illicit controlled substances;
- Being under the influence of a controlled substance or alcohol at work, on company premises, or while engaged in company business;
- Unauthorized use of company property, equipment, devices, or assets;
- Damage, destruction, or theft of company property, equipment, devices, or assets;
- Removing company property without prior authorization or disseminating company information without authorization;
- Falsification, misrepresentation or omission of information, documents, or records;
- Lying;
- Insubordination or refusal to comply with directives;
- Failing to adequately perform job responsibilities;
- Excessive or unexcused absenteeism or tardiness;
- Disclosing confidential or proprietary company information without permission;
- Illegal or violent activity;
- Falsifying injury reports or reasons for leave;
- Possessing unauthorized weapons on premises;
- Disregard for safety and security procedures;
- Disparaging or disrespecting supervisors and/or co-workers; and
- Any other action or conduct that is inconsistent with company policies, procedures, standards, or expectations.

This list exhibits the types of actions or events that are subject to disciplinary action. It is not intended to indicate every act that could lead to disciplinary action. The company reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case.

Procedures

Disciplinary action is any one of a number of options used to correct unacceptable behavior or actions. Discipline may take the form of oral warnings, written warnings, probation, suspension, demotion, discharge, removal, or some other disciplinary action, in no particular order. The course of action will be determined by the company at its sole discretion as it deems appropriate.

Termination

Employment with the company is on an at-will basis and may be terminated voluntarily or involuntarily at any time.

Upon termination, an employee is required:

- To continue to work until the last scheduled day of employment;
- To turn in all reports and paperwork required to be completed by the employee when due and no later than the last day of work;
- To return all files, documents, equipment, keys, access cards, software or other property belonging to the company that are in the employee's possession, custody, or control, and turn in all passwords to his/her supervisor;
- To participate in an exit interview as requested by HSFH Executive Director

Section 9—Health and Safety

Workplace Safety

The company takes every reasonable precaution to ensure that employees have a safe working environment. Safety measures and rules are in place for the protection of all employees. Ultimately, it is the responsibility of each employee to help prevent accidents. To ensure the continuation of a safe workplace, all employees should review and understand all provisions of the company's workplace safety policy. Employees should use all safety and protective equipment provided to them, and maintain work areas in a safe and orderly manner, free from hazardous conditions. Employees who observe an unsafe practice or condition should report it to a supervisor or HSFH Executive Director immediately. Employees are prohibited from making threats against anyone in connection with his/her work or engaging in violent activities while in the employ of the company. Any questions regarding safety and safe practices should be directed to HSFH Executive Director.

In the event of an accident, employees must notify a supervisor immediately. Report every injury, regardless of how minor, to a supervisor immediately. Physical discomfort caused by repetitive tasks must also be reported. For more information about on-the-job injuries, refer to the worker's compensation section of this handbook.

Employees should recognize any potential fire hazards and be aware of fire escape routes and fire drills. Do not block fire exits, tamper with fire extinguishers or otherwise create fire hazards.

Workplace Security

Employees must be alert and aware of any potential dangers to themselves, the animals or their coworkers. Take every precaution to ensure that your surroundings are safe and secure. Guard personal belongings and company property. Visitors should be escorted at all times. Report any suspicious activity to a supervisor immediately.

Emergency Procedures

In the event of an emergency, dial 911 immediately. If you hear a fire alarm or other emergency alert system, proceed quickly and calmly to the nearest exit. Once the building has been evacuated, only a supervisor may authorize employees to reenter.

Worker's Compensation

As required by law, the company provides workers' compensation benefits for the protection of employees with work-related injuries or illnesses.

Workers' compensation insurance provides coverage to employees who receive job-related injuries or illnesses. If an employee is injured or becomes ill as a result of their job, it is the employee's responsibility to immediately notify a supervisor of their injury in order to receive benefits. Report every illness or injury to a supervisor, regardless of how minor it appears. The company will advise the employee of the procedure for submitting a workers' compensation claim. If necessary, injured employees will be referred to a medical care facility. Employees should retain all paperwork provided to them by the medical facility. Failure to report a work-related illness or injury promptly could result in denial of benefits. An employee's report should contain as many details as possible, including the date, time, description of the illness or injury, and the names of any witnesses.

A separate insurance company administers the worker's compensation insurance. Representatives of this company may contact injured employees regarding their benefits under the plan. Additional information regarding workers' compensation is available from HSFH Executive Director.

Section 10—Termination

Voluntary Termination

The company recognizes that personal situations may arise which require a voluntary termination of employment. Should this occur, the company requests that the employee provide 2 weeks advance notice in writing. This request does not alter an employee's at-will relationship with the company.

All rights and privileges of employment with the company terminate upon the date of separation. As further discussed in Section 8.3, termination employees are required to return all company property assigned to them. Failure to do so may result in the withholding of their final paycheck.

Final Paycheck

Employees who terminate employment with the company will be given their final paycheck on the next scheduled pay day. Should the employee be unable to personally retrieve their paycheck, it will be mailed to the address on file.

Exit Interview

The company may request an exit interview upon notice of termination. The purpose of the exit interview is to complete necessary forms, collect company property and discuss employment experiences with the company.

Acknowledgment of Receipt for Employee Handbook
(Employee Copy – Keep with Handbook)

I acknowledge that I have received a copy of the Employee Handbook. I understand that I am responsible for reading the information contained in the Handbook.

I understand that the handbook is intended to provide me with a general overview of the company's policies and procedures. I acknowledge that nothing in this handbook is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment for any period of time.

I understand and accept that my employment with the company is at-will. I have the right to resign at any time with or without cause, just as the company may terminate my employment at any time with or without cause or notice, subject to applicable laws. I understand that nothing in the handbook or in any oral or written statement alters the at-will relationship, except by written agreement signed by the employee and HSFH Executive Director.

I acknowledge that the company may revise, suspend, revoke, terminate, change, or remove, prospectively or retroactively, any of the policies or procedures outlined in this handbook or elsewhere, in whole or in part, with or without notice at any time, at the company's sole discretion.

Employee Signature

Date

HSFH Executive Director or Shelter Manager

Acknowledgment of Receipt for Employee Handbook
(Employer Copy – Detach and Return to HSFH)

I acknowledge that I have received a copy of the Employee Handbook. I understand that I am responsible for reading the information contained in the Handbook.

I understand that the handbook is intended to provide me with a general overview of the company's policies and procedures. I acknowledge that nothing in this handbook is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment for any period of time.

I understand and accept that my employment with the company is at-will. I have the right to resign at any time with or without cause, just as the company may terminate my employment at any time with or without cause or notice, subject to applicable laws. I understand that nothing in the handbook or in any oral or written statement alters the at-will relationship, except by written agreement signed by the employee and HSFH Executive Director.

I acknowledge that the company may revise, suspend, revoke, terminate, change, or remove, prospectively or retroactively, any of the policies or procedures outlined in this handbook or elsewhere, in whole or in part, with or without notice at any time, at the company's sole discretion.

Employee Signature

Date

HSFH Executive Director or Shelter Manager

ATTACHMENT B



Three Year Budget Proposal with Proposed Fee Schedule (Attachment C)

Revenue:	2024/2025	2025/2026	2026/2027
Investment income	5,000	5,000	5,000
Donations	15,000	15,000	15,000
Directed Donations	5,500	5,500	5,500
Government contract	180,000	180,000	180,000
Return to Owner	3,400	3,400	3,400
Sales	100	100	100
Adoptions	8,500	8,500	8,500
Quarantine	3,500	3,500	3,500
Grant Writing/Fundraising	40,000	55,000	70,000
Total Revenue:	261,000	276,000	291,000
Expenses:			
Cat Bedding	1,600	1,700	1,800
Cleaning supplies	4,800	5,100	5,400
Contingency Expense	5,500	7,260	8,520
Dog supplies	7,400	7,800	8,200
Employee	2,700	2,900	3,100
Gas/turnpike/vehicle	2,700	2,900	3,100
Fees (Bank, etc.)	210	220	230
Insurance	5,300	5,600	5,900
Meals (K-State)	1,050	1,100	1,150
Office expenses	1,600	1,700	1,800
Payroll	140,700	147,800	155,200
Payroll taxes	11,600	12,200	12,800
Repairs/Maintenance	840	880	920
Subscriptions (Quickbooks, reg., website)	2,700	2,840	2,980
Utilities (electric/gas/forwarded phone)	14,700	15,500	16,300
Vet	57,600	60,500	63,600
Total Expenses	261,000	276,000	291,000

The calculations were based off an estimated 5% inflation rate for expenses

Money for K-State meals will be needed once they return with their services

Contingency Expense Fund is to cover hoarding situations, van depreciation and repairs, landscaping, computer software and hardware and overtime

Proposed Fee Schedule:

Puppy/fancy:	\$200
Adult Dog:	\$100
Adult Cat:	\$75
Kitten:	\$100

RTO is to increase by \$10 per day from \$20 to \$30.

One Year Annual Budget by Category (Attachment D)

Revenue:	2024/2025
Investment income	5,000
Donations	15,000
Directed Donations	5,500
Government contract	180,000
Return to Owner	3,400
Sales	100
Adoptions	8,500
Quarantine	3,500
Grant Writing/Fundraising	40,000
Total Revenue:	261,000

Expenses:	
Cat Bedding	1,600
Cleaning supplies	4,800
Contingency expenses	5,500
Dog supplies	7,400
Employee	2,700
Gas/turnpike/vehicle	2,700
Fees (Bank, ect)	210
Insurance	5,300
Meals (Kstate and celebrations)	1,050
Office expenses	1,600
Payroll	140,700
Payroll taxes	11,600
Repairs/Maintenance	840
Subscriptions (Quickbooks, reg., website)	2,700
Utilities (electric/gas/forwarded phone)	14,700
Vet	57,600
Total Expenses	261,000

Staffing Costs (Attachment E)

Executive Director: $\$25/\text{hr} \times 40 = \$1000/\text{week} \times 52 = \$52,000$

Full time lead: $\$13/\text{hr} \times 40 = \$520/\text{week} \times 52 = \$27,040$

Part time experienced: $\$11.25 \times 24 = \$270/\text{week} \times 52 = \$14,040$

Part time new: $\$10 \times 24 = \$240/\text{week} \times 52 = \$12,480$

Part time new: $\$10 \times 24 = \$240/\text{week} \times 52 = \$12,480$

Part time new: $\$10 \times 24 = \$240/\text{week} \times 52 = \$12,480$

Lights out / Morning open: Average staff cost of $\$13.20 \times 7 \text{ hours a week} = \$92.40 \times 52 = \$4,805$

Total: \$135,325

-Only the Executive Director and full-time positions earn paid time off (PTO).

-Volunteers are added staff for events, dog walking, animal engagement, cleaning, dog baths, and fill in for staff on vacation.

-Payroll expenses are estimated at \$140,700. The excess of \$5,375 will be used to cover overtime expenses due to events, hoards, fund raising, staff time, court witness attendance time, and attendance at board meetings

Example – final hours of open schedule to be determined:

M	T	W	TH	F	S	S
CLOSED	CLOSED	10 – 6	8 -- 4	8 -- 4	8 -- 4	8 -- 4

Proposed Financial Statement of Fixed and Variable Costs (Attachment F)

		April 2024	May 2024	June 2024	July 2024	Aug. 2024	Sept. 2024	Oct. 2024	Nov. 2024	Dec. 2024	Jan. 2025	Feb. 2025	March 2025	TOTAL
FIXED														
	F. Phone	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$360
	Insurance		\$3,400							\$1,400				\$4,800
	Evergy	\$780	\$800	\$840	\$1,170	\$1,380	\$1,410	\$1,440	\$960	\$800	\$720	\$950	\$635	\$11,885
	KS Gas	\$455	\$325	\$120	\$95	\$85	\$75	\$70	\$75	\$200	\$325	\$585	\$425	\$2,835
	Payroll	\$11,277	\$11,277	\$11,277	\$11,277	\$11,277	\$11,277	\$11,277	\$11,277	\$11,277	\$11,277	\$11,277	\$11,277	\$135,325
	Payroll Taxes	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$11,160
VARIABLE														
	Cat Bedding	\$80	\$80	\$295	\$130	\$40	\$420	\$315	\$55	\$65	\$30	\$75	--	\$1,585
	Cleaning Supplies	\$400	\$255	\$320	\$415	\$315	\$340	\$650	\$525	\$370	\$450	\$390	\$370	\$4,800
	Dog / Cat Treats	\$840	\$1,010	\$385	\$430	\$330	\$630	\$150	\$370	\$395	\$395	\$345	\$390	\$5,670
	Dog Misc.	\$105	--	\$170	--	--	\$85	\$550	\$305	\$20	\$45	\$40	\$235	\$1,555
	Employee Exp.	\$200	\$220	\$60	\$150	\$150	\$150	\$150	\$150	\$475	\$420	\$150	\$230	\$2,505
	Meals (K- State)	--	\$220	--	--	--	--	\$210	\$140	\$190	\$105	\$160	\$5	\$1,030
	Office Supplies	\$110	\$390	--	--	\$15	--	\$390	\$100	\$175	\$30	\$240	\$210	\$1,660
	Repairs / Maint.	--	\$280	--	--	\$45	--	--	\$80	\$45	\$80	\$115	\$155	\$800
	Subscription	\$115	\$210	\$120	\$140	\$180	\$170	\$170	\$170	\$170	\$515	\$190	\$440	\$2,590
	Van / Travel	\$175	\$685	\$175	\$175	\$20	\$10	\$175	\$490	\$200	\$200	\$200	\$200	\$2,705
	Veterinarian	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$57,600

The proposed financial statement of fixed and variable costs was calculated using the costs from the past 12 months at an estimated 5% inflation rate.

Veterinarian costs are based on the cost of having spay/neuters done along with other health issues and vaccinations. Previously, spay/neuters were done by K-State mobile unit at no cost. We are hoping to have the K-State services reinstated soon. Until then, we have taken our total veterinarian bills with a 5% estimated inflation and added the costs of spay/neutering. Our veterinarian bills will fluctuate each month as the needs of the animals are identified at intake.

An extra \$5,815 is budgeted to cover over-time expenses.

Raise Your Paws



Federal Legal Name: RYPDT LLC

State Legal Name: Raise Your Paws LLC

Type of Entity: LLC

Federal Tax ID Number: 87-2054499

Signed: _____ Printed Name: _____

Signed: _____ Printed Name: _____



Section B: Description of Services, Background and Staff

A) Executive Summary

Proposal for running the Emporia Animal Shelter

My name is Melanie Smith and I am the owner of Raise Your Paws. Raise Your Paws (RYP) is a dog daycare, boarding, grooming, and training facility. Raise Your Paws has a non profit division called RYP Flint Hills Animal Rescue that we are getting set up as a 501(c)3 and will have everything filed by then end of May. In the event that we are able to get this designation from the IRS, RYP would run the Emporia Animal Shelter under the rescue name RYP Flint Hills Animal Rescue to be able to use services only available to non-profit organizations. RYP can provide the EIN number as soon as it is filed.

We would be a good candidate for running the shelter due to my own background as well as the knowledge that my team has. We currently have a shelter license due to having the county contract for quarantines. Due to this, I am aware of the space requirements held by the Kansas Department of Agriculture, which is the governing body for shelters and kennels.

My own qualifications are as follows:

- 2002 – Started training dogs professionally
- 2016 - Certified dog trainer through Animal Behavior College
- 2013 to present - Fear Free Elite Certified as a veterinary professional, trainer, and daycare provider
- 2008-2013 Worked at PetSmart in the animal department and was in charge of taking care of birds, rodents, fish, reptiles, and the cats that were there for adoption
- 2013-2020 Worked at Animal Clinic of North Topeka for 7 years as one of the main technicians and behavior consultants. This particular clinic is the City veterinary clinic and we handled cruelty cases as well as bite quarantines.
- Testified in court about a dogs behavior while they were being held for quarantine as an expert witness.
- Worked and volunteered at several shelters in California and Kansas, all of them No-Kill
- Continually attending webinars, conferences, and other training to maintain current knowledge of training and daycare practices.
- 2022 - Canine CPR and First Aid certified, renews every 2 years



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My team at Raise Your Paws has gone through training for body language as well as running groups in a safe manner. Several team members are Canine CPR and First Aid certified and all employees over 6 months will be certified by August of this year. All employees go through ongoing training to help with burnout and to maintain current standards of care.

Raise Your Paws currently contracts with Lyon County Sheriff for bite quarantines which started March 2023. Although not in the contract, Raise Your Paws has taken several strays from both county and city animal control. We have adopted every stray that we have received. In 2022, we partnered with Chase County to assist in adopting and placing 13 dogs and puppies in homes and other rescue organizations that had been abandoned. In 2023, we adopted 6 dogs that were brought in from both the city and county animal control. In 2024, we have already adopted the 3 dogs brought in from county animal control. All dogs were spayed/neutered, vaccinated, microchipped, and given a vet check before adoption. The longest stay was a dog that we named “Static,” which was 5 months. Static was almost feral when she was live trapped and brought in.

If RYP was to run the Emporia Animal Shelter, we would absorb current employees and they would all go through training. This training would involve basic body language and basic obedience so all dogs will be handled in a consistent manner. Dogs that have been assessed and are deemed able to, may have a “day out” at Raise Your Paws for daycare and play.

Volunteers would have to go through a few hours of training prior to starting to ensure they are aware of basic body language. There would be tiers for volunteers so they could progress in working with more dogs. Volunteers would need to sign in and out, but would not be required to be there for a set period of time. Kennels and cat spaces would be assessed for space and kennels would be updated to follow the Kansas Pet Care Act which is what the Department of Agriculture refers to.

The current software system would be assessed to make sure it is fulfilling the needs of a shelter and able to maintain records as required to maintain a shelter license.

No-Kill shelters are any shelter that euthanizes 10% or less of all animals in a year. We would do our best to maintain the current no-kill status and partner with other rescues and shelters.

All dogs would receive basic training during their stay to help them be more adoptable. Kennel manners would be worked on consistently, so it is a quieter, less stressful environment.

Cleaning products will be assessed to make sure proper cleaning products are being used and for the best price. Cleaning protocols will be assessed to make sure proper cleaning is done daily and as soon as a mess is found.

We would work with local businesses to get gates and fences up so the dogs have play yards and training yards that are safe and contained.



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Cats would be assessed for friendliness and volunteers and workers would help give them enrichment with handling and play. Feral cats that show no signs of improvement may be placed in a farm program so they can still be adopted, which will keep euthanasia numbers down.

We would increase the contract to allow for inflation and upgrades that need to be made. Fundraising would be done to help with enrichment for the animals as well as employee salaries.

Owners of found dogs should be made to pay a fee for pickup and all dogs and cats should be microchipped if they are not, to allow identification for multiple offenders, and owners faster. Raise Your Paws would work with owners to help them train their pets and inform them of current animal laws for safe containment and responsible ownership of the animals as well as the citizens of Emporia.

RYP would have an Amazon wish list for the shelter that the public can view and purchase items from. These items would include but are not limited to, cleaning supplies, enrichment items such as toys, blankets, litter, and food as needed.

B) Services to be provided:

1. Temporary home for animals brought in by animal control and owner surrenders if space allows
2. Daily basic obedience training for all dogs including walks for exercise
3. Daycare services for puppies and dogs that are assessed to be safe around others and as long as there is not a current upper respiratory infection at the shelter
4. Assessment of animals upon intake including pictures and notating any current visible medical needs or potential needs. I.E. lumps, scratches, open or closed wounds, parasite control
5. Behavioral assessment of animals upon intake and again at 3 days, 7 days and weekly until the animal is adopted or placed in a rescue group. This assessment will allow RYP to place the animal next to a suitable neighbor and to adopt them to the most appropriate home. The ongoing assessment will allow RYP to determine if further action is needed to help alleviate the stress of shelter life or to determine if behavioral problems are developing.
6. Enrichment activities for cats
7. Feral cat program to adopt those unable to be socialized to homes that have a need for an outside cat i.e. barn cat for mousing
8. Medical care for all animals including but not limited to: spay/neuter, vaccines, general checkup, microchips, monthly parasite control, and transfer of a sick animal to designated veterinary hospital as needed
9. Quarantine kennels for city bite holds and animals on hold awaiting trial. These animals will be handled by our most experienced handlers and no public members would be allowed access to these animals. These animals will have locks on their



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kennels that only employees that have been deemed able to, will have a key to. These animals will be assessed daily and notes will be made on their behavior while at the shelter and in RYP's care.

10. Training of volunteers so they can progress in the animals that can be cared for by volunteers. Volunteers will have their information in a book and will need to check in/out upon arrival and departure.
11. Partner with surrounding rescues, shelters, and sanctuaries for animals not compatible for or unsuccessful with foster and adoption.
12. Use RYP's website and other websites like petfinder.com to promote animals available for adoption. In addition, RYP will participate in a number of events in Emporia with animals available for adoption that have been assessed to be safe and not stressed with the activity of a busy event.
13. Work with local law enforcement to provide a "shelter day" for local schools to provide information on proper husbandry of animals and to bring awareness to the rising number of loose animals in Emporia.
14. Use and recruit foster homes to provide more space for animals. Animals in foster homes will still be available for the public to see.

C) Services exceeding the scope

1. Additional training classes for dogs that have been adopted
2. Public classes for dog training for a small fee to help fund operations
3. TNR program with local veterinarians or other rescue groups
4. Socialization awareness seminars for members of the public
5. Animal husbandry assembly for local schools for early awareness
6. Food bank for pet owners that are experiencing hardship
7. A kennel or two for off hours drop off or owner surrender
8. Taking in County strays as room allows
9. Microchipping all animals brought in to the shelter

D) Services that may not meet the scope of proposed RFP

The ability to take owner surrenders if all kennels are at capacity

E) Cost Efficiencies and Benefits

Assessing cleaning supplies on a regular basis to make sure the product is sufficient for cleaning and sanitizing and for the best cost. There are several products besides Rescue, which is expensive, that are sufficient for cleaning and sanitizing.

Assessing shelter employees and provide ongoing training for maximum efficiency, including cutting the amount of employees or reducing hours when the shelter is not full.



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Having a quiet hour where lights are turned off so save on electricity and to provide a time for the animals to relax without interruptions.

The benefit to the city would be animals that have a more stable environment are adopted faster and adjust faster to a new home allowing new animals to be accepted.

The use of volunteers to provide enrichment benefits the shelter and the animals.

F) Partnerships

We have talked to the Buck Fund and they are willing to help with spay and neuters at this time. Due to us not currently being scheduled as a 501(c)3, we are looking for partners that will work with us until such time that we can be scheduled as a non-profit.

If we receive the bid to run the Emporia Animal Shelter, we will make calls to several organizations for helping with food and calling local veterinarians for low cost spay/neuter and vaccines.

We will also call K-State and let them know of the change in partnership and continue to work with them.

We will work with local groomers to provide grooming services for animals that need it during their stay.

G) Additional Facilities

Raise Your Paws may use the facility located at 312 Commercial St for dogs that have been assessed safe for daycare play with other dogs and for grooming services.

H) Metrics used for assessing administrative and operational activities

Using a profit and loss document we will have monthly assessments to make sure that employees in all capacities are being proficient and we are not using more resources than necessary.

Salaries will be assessed and given based on an employee's knowledge and ability to perform their duties. Shelter salaries will start no lower than \$9 per hour and may max out at \$15 per hour depending on funding available.

Operational procedures will be checked at least monthly to ensure that animals that are brought into the shelter are properly documented, behavior assessed for best placement and training needs while at the shelter, and receive vaccinations and other veterinarian care needed.

A spreadsheet or document will be used to count the number of animals taken in to the shelter versus the number of animals adopted, placed for foster, or euthanized. In the



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event that adoptions are not keeping up with the demand for intake, adoption events will be added to aid in adoptions. A reduced adoption price may be one of the adoption events. However, lowering the adoption price lowers the funds for helping more animals.

I) Preventing overcrowding and long term stays

Once the kennels all have one animal in them, pairs may be found as long as they have adequate room as defined in the Kansas Pet Animal Act. If all kennels are full, leaving one or two open for quarantines, owner surrenders will be halted until a kennel becomes available. Emporia animal control will be notified once capacity is close to its limit in order to keep communication open. Additional space may be available at Raise Your Paws on Commercial St, but this would be for dogs only, and for those that are able to be around other dogs.

Once an animal has been at the facility for three months, an additional assessment will be made to determine if further training will help with placement, and other rescues may be contacted to swap animals or to relocate an animal in the case of breed specific rescues. Additionally, fosters will be contacted to provide a home for long term stay animals. If an animal reaches six months at the facility, the animal will receive another assessment and breed specific rescue groups may be contacted to help facilitate the adoption of the animal. If the animal is assessed to have severe behavioral needs, training facilities will be contacted to see if they would be willing to work with the animal. In the case that an animal is at the facility long term due to a manageable medical need, we will look for fosters or rescues that specialize in placing medical need animals.

As needed, reduced adoption fees may be available to facilitate adoption of adult dogs as the shelter reaches capacity.

An expansion may be needed if the amount of animals consistently exceeds capacity. This expansion can be done at the current location.

J) Evaluation for behavioral issues, euthanasia procedures and anticipated rate

As a certified trainer and a former employee of a veterinarian that was the city veterinarian, I have evaluated several dogs for behavioral needs and issues. I will include one assessment that I did while working at the veterinarian clinic.

Each dog that is brought in will go through an initial assessment for friendliness, shyness, aggression, resource guarding potentials, and ability to at least co-exist with another dog in the room by Melanie, or by another employee that has shown the ability to properly assess dogs. This will be done after 24 hours of decompression for the dog, at one week, at one month, and at three months as dogs will change in behavior as they become more



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comfortable or more fearful over time. Should an adopter need a cat friendly dog, we will find an employee or volunteer who currently owns a cat that is around dogs to test.

If it is determined that an animal is not fit for adoption, fostering, or a feral program and poses a threat to the community by either behavior or medical determination, the veterinarian will be contacted for euthanasia of the animal. The animal will be transported to the veterinarian for euthanasia unless for behavioral reasons it cannot be transported. If the animal cannot be transported, a veterinarian will come to the shelter to euthanize and the body will be sent for mass cremation. Raise Your Paws will do its best to maintain the no-kill shelter status. In order to maintain this number, 10% or less can be euthanized. We anticipate running at 10% at most.

K) Acceptance of animals outside this proposal

In the instance that Raise Your Paws is able to accept animals from outside of Emporia, these animals will be determined to be healthy for transport and not pose a risk due to behavioral reasons. Raise Your Paws and the other shelter or rescue will communicate and potentially exchange animals that are better suited for adoption in that respective area. All paperwork from the surrendering rescue or shelter will be copied so both Raise Your Paws and the surrendering entity have records of the animal. Raise Your Paws may also accept animals from Lyon County or surrounding counties as space allows.

L) Standards of care

All animals will receive at minimum the following standard of care. Each animal that is brought into the shelter will have paperwork with how it was received (owner surrender, animal control, etc.), its signalment, who received the animal, current state of health, pictures taken for accurate records, scanned for a microchip, and posted that the animal was brought in if not an owner surrender.

After proper documentation is done, animals will be placed in a kennel in an intake room for the three-day stray hold, or for quarantine hold as long as they are healthy. Each dog will receive Bordetella to help stop the spread of canine infectious upper respiratory disease.

Each animal will receive a chance to walk outside the kennel at least once every 4 hours during the day for elimination and exercise. Fresh water will be provided in the morning and refilled as needed throughout the day. Animals will be fed two to three times a day depending on need. Small dogs, puppies, and kittens need to be fed more often to facilitate growth of the puppy or kitten and to help prevent hypoglycemia. Elimination messes in kennels will be cleaned as soon as they are spotted.

I will add RYP's current SOP as a supplement document to the end of the RFP.



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2) Background and Experience

A) Work and History of organization

In November 2021 RYP opened its' doors to the public for dog daycare, boarding, and training. We added a groomer in December of 2021. Our daily business is dog daycare, boarding, grooming, and have training classes available. All employees must be trained in dog body language and handling skills since we do have group play during the day. All employees were made aware of the standards set forth by the Department of Agriculture for kennels as they are the governing body. RYP has the Kansas Pet Animal Act printed out and in a folder along with the contingency plan, veterinary care form, and inspection results. Because RYP has both a kennel and shelter license, the state department has come out to inspect the facility several times pursuant to length of being open as well as passing rate. Raise Your Paws has passed every time and I can provide those documents. In late 2022, RYP was made aware of an abandonment situation involving 26 dogs and puppies in Chase county. Working with law enforcement in Chase county, RYP documented the state the dogs were in at the time and was given legal ownership of the dogs. During the time that RYP was contacting different rescue groups to help place the dogs, 13 of the very young puppies were taken during the night and they were not recovered. The remaining 13 dogs were placed in rescue groups, or adopted out after being spayed/neutered, vaccinated, and microchipped. The Buck Fund helped cover some of the cost of the spays and neuters. March of 2023, Lyon County needed a new contractor for bite quarantines. Melanie, the owner of RYP, reached out to the sheriff department and after meeting, determined we would be a good fit. We obtained the contract and currently maintain the contract. The sheriff department has access to the building 24/7 in case they need to drop off after hours. During 2023, RYP took in several strays from both Lyon County animal control and Emporia animal control as well as a stray that was running loose for at least a month. All of the dogs brought in have been adopted. So far in 2024, RYP has taken four stray dogs from Lyon County. Two have been adopted, one is pending adoption, and the fourth one we are looking at rescue groups or trainers that have experience with high drive dogs.

RYP also participated in Emporia State Universities Pause for Paws events.

B) Past or Present Partnerships

RYP currently works with The Buck Fund to help offset the cost of spay and neuter of the dogs that come into our care. We partner with Emporia Animal Hospital to facilitate the surgeries and for veterinary care while the dogs are with RYP. Emporia Animal Hospital is also our veterinarian on file with the state department.



C) References

Besides providing the following references, I will also add letters of recommendation for those that wrote them.

1. Sheriff Jeffrey Cope, Lyon County Sheriff's Office
425 Mechanic St., Emporia KS 66801
Phone: (620)341-3205
Email: jacope@lyoncounty.org
2. Mike and Amy Lewis, Cookies Leather and Apparel
317 Commercial St., Emporia KS 66801
Phone: (620)208-6055
Email:
3. Sara Kelley, Treasurer, Buck Animal Welfare Fund, Inc
P.O. Box 1613/ 615 Commercial, Emporia KS 66801
Phone: (620)343-3377
Email: thebuckfund@hotmail.com
4. Bryan Stancliffe, Animal Clinic of North Topeka
625 NW Hwy 24, Topeka KS 66608
Phone: (785)357-5188
Email: customersupport@animalclintoftopeka.com

D) Business Model and development

RYP would operate keeping the number of animals taken into the shelter to be the same or under the number of animals adopted, fostered, or placed with other rescue organizations. When a kennel becomes available, a new animal will fill that space as needed by the community. We will have learning seminars for both adults and children for education on proper husbandry, restraint, and laws for keeping animals.

RYP would like to develop training classes for those that have adopted from the shelter, as well as low cost drop in classes for the community. These classes will not only help reduce the number of loose dogs in the community, but the fees for these classes will help fund the shelter. Further development will be to update existing enclosures, update the building, look for any major repairs that may need to be done, put in fences for exercise pens and meet and greet areas, and expand to be able to house more animals than currently available. With 700-1000 animals brought in annually, having only 36 dog kennels and 17 cat enclosures is difficult to keep up with the demand. Other areas of



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development would be to partner with local veterinarians for low cost vaccine and microchip clinics, and adding a training barn where agility can be taught and possibly have competitions that would bring revenue to the community and to the shelter. The community can pay a fee to use the barn for a set period of time for training. A water complex would be another way to develop more sports for animals in the community, and proceeds would go to funding the shelter.

RYP would look into developing an inmate program as well as a program for students needing community service hours to add more volunteers, and spread more awareness for husbandry and care of the animals.

E) Litigation

RYP does not have any current, past, or pending litigation.

F) Employees or public harmed by animals

RYP offers a variety of services and one of those services is grooming. There are many dogs that are scared of the grooming process, whether it is the bath, haircut, or nail trims. When dogs are scared, sometimes they act out by using what they have available, nails and teeth. Our previous groomer has been bitten on a couple of occasions, as a lot of groomers have. These bites did not require any medical attention aside from cleaning and a bandaid. Owners were notified and steps were taken to help the pet become more comfortable which include grooming training and muzzles.

G) Experience with animal data and case management

RYP uses Pawpartner as our software system. This software, which is available to the public, allows us to create individual profiles for each dog with each dog's signalment. Each dog has a profile picture, notes are able to be added as many times as needed, vaccines are uploaded, elimination reports each time a pet eliminates, feeding reports on what each individual dog needs including on if they ate and when and if any toppings needed to be added. Weight is able to be updated daily. Dogs that are brought in from Lyon County are put in the system with their case number and notes on where they were picked up from or the reason for the bite. Behavior notes can also be added for these dogs. Pawpartner does support cats, pocket pets, rodents, birds, and livestock, but we do not serve these animals at our current location.

Melanie, the owner of RYP, worked at a few different veterinary clinics that utilized veterinary software and promoted Fear Free visits. Kellie, the general manager of RYP worked at a cat only veterinary clinic. Bobbi, a manager at RYP, worked for the shelter in Emporia until March of 2022.



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RYP would look at various shelter software management programs to provide the best program. RYP is also looking at a software program that has remote viewing capabilities for animal control.

H) Experience with animal control and public sector agencies

RYP currently contracts with Lyon County Sheriff to provide care for bite quarantines and when we have room, strays. RYP has also taken in dogs from Emporia animal control officers. After the three-day stray hold and posting the animal on several lost and found sites and well as RYP's own Facebook page, these strays received veterinary care and put up for adoption. RYP makes as many accommodations as possible for animal control. Lyon County Sheriff Office has a key to the building in case they need to leave an animal after hours. RYP does have cameras that the owner and general manager can view anytime, including at home.

I) Copy of written veterinarian protocols

Veterinary protocols will be added as a supplement document to the RFP. They are part of RYP's Policies and Procedures.

3) Staffing

A) Staffing plan

RYP has an employee for every 15-20 animals that are in the building. RYP's current staffing is two employees in the morning from 7am to 12pm, and two employees in the evening from 1pm to 6:30pm. Occasionally as business allows, there is one staff member until 9pm to allow a final pm relief walk. Grooming is currently done Monday afternoons, however, this was done Monday, Wednesday, Thursday and Friday from 8am to 5pm until recently. The employees are able to start walks, feeding, and cleaning enclosures of the boarding animals at 7am and typically finish by 8am. During peak boarding times, an additional employee comes in at 8am to assist with daycare activities. The most RYP has had in one day so far is 46 dogs between boarding and daycare. All kennels for daycare dogs are cleaned upon the animals departure.

RYP would have one staff member for every 15-20 dogs at the shelter and one staff member for every 15-20 cats. Volunteers can arrive to assist in walking the dogs so staff can clean the enclosure and add food and water without the animal in the enclosure. Volunteers for cats can assist in cleaning the enclosure and providing food, water, and litter boxes. In the event that there is not sufficient volunteers to facilitate cleaning and feeding in a timely manner, an additional staff member may be added to the schedule. Staff would be scheduled from 7am to 1pm and 2pm to 6:30pm. The hour from 1pm to 2pm will be a quiet hour to allow the animals a time to not be disturbed. This schedule



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would be every day. Once morning cleaning and feeding tasks are done, employees and volunteers can start enrichment activities with the animals. The adoption representative would be one of the staff members after morning duties are finished. If needed an additional employee would come in to assist with adoptions starting at 9am. The adoption representative would be scheduled on Monday through Thursday and Saturday 9am-6:30pm with the hour of 1pm to 2pm closed for lunches and quiet time. The adoption representative hours can be split by two employees. This representative can also double as an enrichment employee or updating records if not actively helping a potential adopter. Potential adopters will be able to go visit the animals that are available for adoption. No animals will be removed from their enclosure without an employee present for adopters. This plan will be monitored and changed as needed to provide sufficient and timely care to the animals, as well as making sure there are not more employees than necessary.

B) Key employees

Melanie Smith - Owner of Raise Your Paws, certified dog trainer and Fear Free certified. Melanie has worked with animal control through RYP and through the city veterinarian in Topeka. Melanie would be one of the full time employees, trainers, and enrichment coordinators.

Bobbi Kelley – Bobbi worked at the shelter for a time in 2021-2022. Bobbi is able to work with dogs with aggression as well as shy dogs to help them become stable, more confident dogs. Bobbi also has a lot of knowledge for basic maintenance and always lets me know if something needs to be fixed or is a potential hazard. Bobbi would be one of the full time staff.

Current staff of RYP – The staff at RYP is already trained on dog body language, proper cleaning, and walking, and some have expressed interest in working at both the shelter and RYP.

Current shelter staff - The staff that is currently employed can be vital to the operation of the shelter. They know the animals that are currently there as well as the software system that is used.

C) Recruiting and Onboarding Staff, Volunteers, and Contractors

Staff – Anyone that would like to be a staff member of the shelter will need to submit an application, including current staff. Once the staff member has been interviewed, they will go through a training period. During this time, staff members will be trained on body language for both cats and dogs, proper cleaning and husbandry techniques,



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defensive handling techniques for animals with aggression, how to talk to potential adopters respectfully and in a timely manner, and how to ask questions to pair potential adopters with the right animal for them. One of the tools used for onboarding will be Dog Gurus 101, which goes over dog body language. Staff will also take the shelter Fear Free certification course and take subsequent courses to maintain their certification. Staff will have a checklist of tasks to be completed that will be checked off by a senior staff member.

Volunteers – Volunteers will also have a short training session on body language and basic walking manners before being allowed to work with the animals. No volunteers will be allowed to take animals on bite holds, sick animals, or animals that have been assessed to need more time before being handled by the general public. Volunteers will not have a set amount of time that they need to be at the shelter in one setting. Volunteers will be added to a binder and will check in and out. The binder will have information on which animals they are able to work with. Green for animals that can be handled by anyone, yellow for animals that need a more experienced handler, and red for animals that cannot be handled by anyone but staff.

Volunteers can work up to handling more animals as they volunteer more and show by experience that they can safely handle animals.

Contractors will not be allowed with the animals unless a staff member is present.

D) Names of subcontractors

Currently there are no plans to use subcontractors at RYP.

E) Personnel Policy

Raise Your Paws will include a copy of the personnel policy in the supplement documents section.

F) Veterinarian Contract

Raise Your Paws will include a copy of the veterinarian care form that is on file with the state department. This will be included in the supplement documents section.



Section C. Proposed Costs

1) Budget Proposals

A) Three-year budget proposal

Year one budget from the city of Emporia would be 185 thousand dollars, years two and three 190 thousand dollars(dependent on fundraising brought in) if ran under RYP as it currently exists. Once RYP is able to establish a non-profit status either through RYP Flints Hills Animal Rescue or by changing RYP's business model, the yearly budget would be reduced. This reduction is possible by the programs that are available to non-profit organizations which includes but is not limited to, free food from Hills, and veterinary services from K-State. The reduction would be year one 180 thousand dollars, years two and three 185 thousand dollars as fundraising efforts will have increased and will likely help maintain the budget. This budget accounts for employee salaries, food, veterinarian fees, cleaning supplies, maintenance, software fees, utility fees, equipment replacement and upgrades, uniform t-shirts, and enrichment for the animals.

The proposed fee schedule is as follows:

Quarantine animals – \$20 per day

Stray holds – Same day owner pickup no fee except the cost of a microchip. If the animal is still there upon closing, the cost to pickup the animal is \$10 per day in addition to the cost of the microchip.

Repeat holds – If an animal comes in a second time, the cost to pick up is \$5 same day and \$15 per day. If the animal comes in a third time the fees will be the same however, the owner will be talked to about proper confinement of the animal and ways to help them with that effort, in addition to a warning about the animal being relinquished to the shelter due to multiple infractions of animals at large. Each time the animal comes in, it takes away space for another animal in need and also takes resources to hold the animal until the owner picks up the animal. How many times the animal comes in until it is deemed necessary to relinquish will be up to the city of Emporia and law enforcement. However, RYP recommends that the animal is relinquished if the animal is found and brought in at most five times.

Adoption Fees – Currently the adoption fee for adults is \$75 per animal and puppies under six months old is \$150. The fee may be lower or higher depending on adoption events and if the breed is considered high risk for fighting rings. The adoption fee may become a suggestion as adopters may wish to donate more.



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B) One-year budget with costs broken down by category

Total budget: \$262,783

Employee salaries: \$100 thousand

Food: \$5 per day per animal, \$73 thousand annually on the assumption of having 40 animals per day. For example 40 animals times 5 is \$200 per day. \$200 per times 365 days is \$73 thousand.

Cleaning supplies: \$3200 this number is based off of RYP's own operating expenses. The building that RYP operates out of currently is 5900 sq ft.

Office supplies: \$2400 this category includes pens, paper, ink, flyer holders, and other items that are used for daily office operations. This number may be reduced with paperless adoptions, eco tank printers and donations.

Utilities: \$7228 total, \$5136 electrical, \$2092 gas

Employee training: \$2500

Employee Uniforms: \$1000

License Fees: \$530

Website Fees: \$375

Software Fees: variable depending on the software used, but no less than \$350 per year

Spay/Neuter: \$30 thousand, \$100 per animal times 300

Veterinary care (includes vaccines, medications, etc.): \$30 thousand, \$100 per animal

Enrichment supplies: \$1500

Liability Insurance: \$1 thousand annually

Card Processing Fees: \$10,600

C) Costs for Staffing plan including contractors and volunteers

Total cost for Staffing is \$100 thousand. This number is based on having 20 hours of staff per day at \$13.50 per hour and allows for some variable. Volunteers are not paid, but will need a few hours of training before starting. The cost to train volunteers is \$27 for labor and \$3 in materials for a two hour training session. This can be done at least once a month as more volunteers sign up. RYP will not use contractors.



D) Other Funding sources

Fundraising efforts will be done to support and supplement the cost to run the Emporia Animal Shelter. RYP already has a couple ideas for fundraising, as well as a fundraiser already being organized by the local biker club. Other ideas may include grants, a bake sale, match day, annual 5k event, pet photos, and rent a dog for walking.

2) Budget and Cost Methodology

A) Proposed financial statement for Year 1 by month

Will be provided as a supplement document.

B) Cost Basis for Variable Charges

Variable changes are staff salaries, utility charges, cleaning and office supplies needed, veterinarian care needed, employee training, and card processing fees. RYP took the annual estimated cost for these expenses and divided them equally by 12. Staff salaries may increase or decrease depending on the number of animals in the shelter, years of experience, and budget allowance. Utility charges vary depending on the time of year due to weather extremes. Cleaning supplies varies depending on the cleaner/disinfectant that is currently being used, replacement of broken cleaning supplies, and the number of kennels/enclosures that need to be clean daily. Office supplies varies due to the amount of paper and ink that is needing to be used for adoptions, fundraisers, and awareness campaigns. Pens will need to be replaced as ink runs out. Notepads for messages and memos need to be replaced periodically. Veterinarian care varies per animal based on weight, health, vaccine, and medical needs. Puppies and kittens need more sets of vaccines to maintain proper immunity until a specific age, usually 16 weeks old. Animals older than 4 months only need two sets of vaccines for proper immunity. Spay and neuter costs varies depending on the size of the animal and if the female is in heat. These costs may be offset or eliminated by using K-States mobile vet team as soon as RYP has a non-profit 501(c)3 setup. Employee training is an ongoing process and employees should take CEU's yearly to stay up to date on current processes and methods for care of shelter animals. Fear Free certification also requires that employees take a specific number of CEU's per year. Each employee should also be pet CPR and first aid certified. This certification needs to be renewed every two years. Card processing fees varies depending on how fees and adoptions are paid. Most people pay with cards and the need to process them is necessary.

The budget for these items were taken from RYP's own yearly operating costs. The veterinary fees were estimated based on the cost for strays that RYP has adopted out.



Raise Your Paws

C) Per Animal Cost and Methodology

The cost per animal per day is \$32. This number was attained by the cost of food per day plus a minimum of two hours of labor per day. The average cost of food is \$5 per day and labor is \$13.50 per hour. The reason labor is \$13.50 per hour and not \$10 is the \$13.50 includes unemployment taxes as well as state and federal tax paid by the employer.

Total cost per animal is \$200 on the low end of veterinary care plus \$32 per day and \$20 per month for parasite control.

The budget proposal is operating under the assumption of having a minimum of 40 animals per day for the entire year.

D) Basis for Cost Adjustments for Subsequent Years

The basis for the cost adjustments for subsequent years is fundraising efforts and obtaining a 501(c)3 status. The non-profit status will allow RYP to utilize programs designed to help shelters reduce costs of food and veterinary care. Fundraising also reduces the cost to the city as the proceeds from the fundraisers go directly to maintaining the shelter.

If an expansion is done, there will need to be a cost adjustment to allow for more staff and cleaning supplies. Efforts will be made to reduce the total cost.

Major maintenance or renovations to update the current building will also affect the budget for subsequent years. Efforts will be made to find companies that are willing to give labor and materials at a reduced cost or for free, and fundraising to allow the community to feel a part of the shelter by donating either their time or financially.

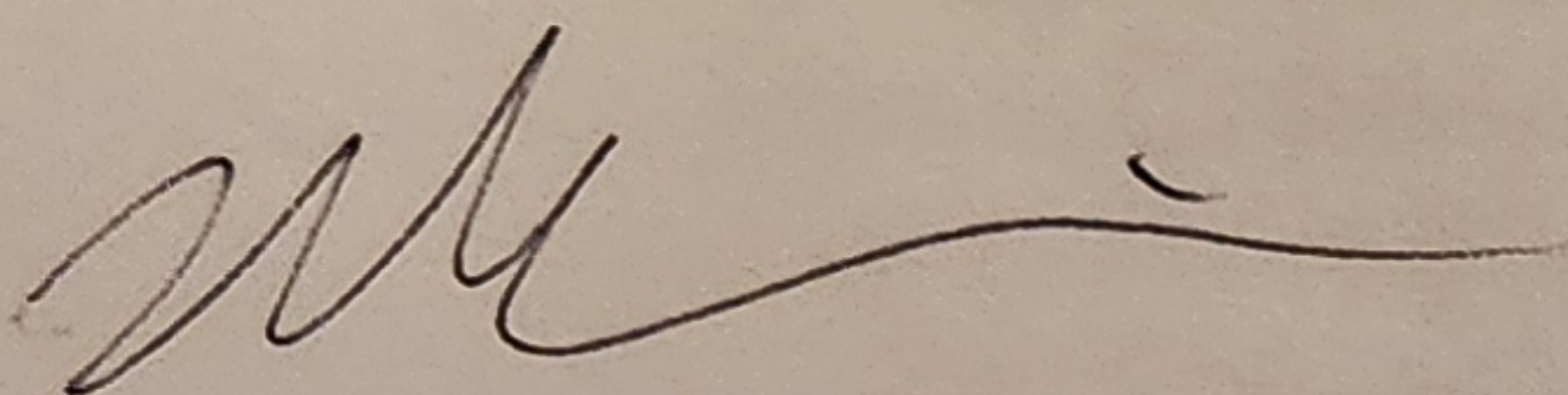
To whom it may concern,

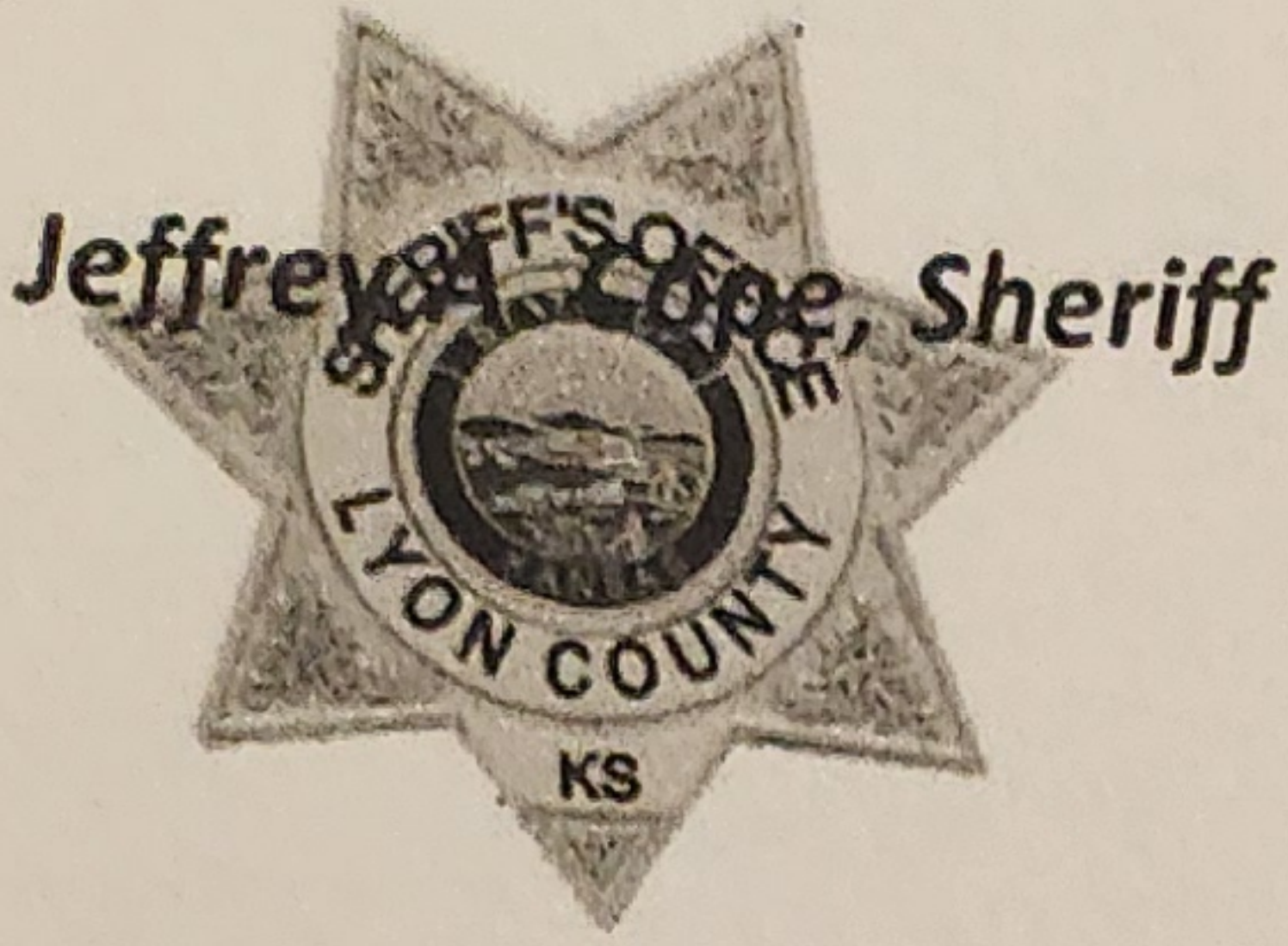
This is a letter of recommendation letter for "Raise Your Paws". We have known the owners since they opened across from us on Commercial St. We have followed them since and proud of the work they do with animals and the care that they need. They have proven that they can operate a business and care for the community and surrounding areas, as well as the animals that they encounter. With the bid, we believe they will aspire to great things in our area.

Mike and Amy Lewis

Cookies Leather and Apparel

317 Commercial St.

A handwritten signature in dark ink, appearing to be "Mike" followed by a long, sweeping horizontal line.



Lyon County Sheriff's Office

425 Mechanic St., Emporia, KS 66801

P: (620) 341-3205 lyoncountysos.com



To whom it may concern,

The Lyon County Sheriffs Office has contracted with Raise Your Paws for quarantine services since February 2023. Their willingness to work with the 24 hours a day, 365 days a year schedule we keep has proven beneficial to our operation. The open communication and transparency provided by the leadership at Raise Your Paws is valuable. They have assisted when we encountered needs outside of our contracted agreement. Their willingness to help solve problems and be a community partner is a valuable asset to our community.

Raise Your Paws has taken in some stray animals for us and successfully assisted in finding homes for the animals. We have always found their facility to be clean and the animals well cared for.

Raise Your Paws also works with our office in the training and care of Justice, our Detention K-9. It is very apparent the staff at Raise Your Paws cares deeply for the animals in their care and the animals they have contact with. They work with our staff to assist in problem solving and training.

I have spoken with Melanie Smith the owner of Raise Your Paws about her vision for the Emporia Animal Shelter. From my experience over the last 15 months, I believe they have the ability to operate a shelter within the legal requirements as required by law and the personal desire to do what is best for the animals and the community.

Thank you in advance for consideration of their proposal.

Jeffrey A. Cope

Sheriff

1320 Research Park Drive Manhattan, KS 66502

Contingency Plan Form

Kansas Department of Agriculture

Business Name: Raise Your Paws
 Business Phone: 620-506-2525
 License Number: _____
 Owner Name: Melanie Smith
 County: Lyon
 Premise Address: 312 Commercial St Emporia KS

Potential known risk	Task required in response to potential known risk	Resources needed to complete the task	Individuals responsible for carrying out the task	Contact information for individuals responsible
Power Failure	Call electric company grab flash lights grab blankets in colder weather	flash lights blankets phone	staff currently clocked in Melanie	(620) 506-2525 (916) 412-5060
Fire	Call fire department Use fire extinguishers for small fires if if possible grab dogs & remove from building	fire extinguishers leashes	staff on clock Kain-lives close Kellie-manager Melanie	(785) 521-0421 (862) 812-8302 (916) 412-5060
Wildfire	Call fire department, we are not located near trees move dogs as needed leave area per emergency personnel instructions	leashes fire extinguishers	same	
Tornado	Move all dogs into kennel room and remain there until tornado is done play music to minimize sound	leashes	staff on clock	(620) 506-2525
Flood	Remove dogs from building Find temporary housing	leashes phone Kennels	staff on clock Kellie Melanie	(620) 506-2525 (862) 812-8302 (916) 412-5060

Potential known risk	Task required in response to potential known risk	Resources needed to complete the task	Individuals responsible for carrying out the task	Contact information for individuals responsible
Blizzard	stay in the building have blankets for the dogs put ice-melt outside to prevent slips shovel snow	blankets ice-melt shovel snow shovel	staff on clock	(620) 506-2525
Ice Storm <i>same as blizzard</i>	Stay in the building have blankets for the dogs put ice-melt out to prevent slips	blankets ice-melt	staff on clock	(620) 506-2525
Heating System Failure	contact electrician Use blankets for dogs Use space heaters in kennel room	phone blankets space heaters	staff on clock Kellie Melanie	(620) 506-2525 (862) 812-8302 (916) 412-5060
Ventilation System Failure	Contact electrician and HVAC Open doors that can be opened Use air purifiers	phone air purifier	staff on clock Kellie Melanie	(620) 506-2525 (862) 812-8302 (916) 412-5060
Air Conditioning System Failure	Make sure ceiling fans are going provide extra water use floor/room air conditioner call electrician cool w/hose if needed	phone floor air conditioners bowls water hose	staff on clock Kellie Melanie	(620) 506-2525 (862) 812-8302 (916) 412-5060
Gas Leak	call ^{water} Kansas gas Get out of building Grab social dogs Open door once cleared	leashes phone Kansas gas 888-482-4950	staff on clock Kellie Melanie	

August

Fixed Cost

Software Fee	\$350
Liability Insurance	1000

Variable Cost

Employee Salaries	8,333
Food for animals	6083
Cleaning supplies	267
Office supplies	2400
Utilities	602
Employee Training	208
Uniforms	83
Veterinary Care	2500
Spay and Neuter	2500
Enrichment	125
Card Processing Fee	883

Month Total	\$25,334
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September	
Fixed Cost	
License Fees	\$530

Variable Cost	
Employee Salaries	8,333
Food for animals	6083
Cleaning supplies	267
Office supplies	2400
Utilities	602
Employee Training	208
Uniforms	83
Veterinary Care	2500
Spay and Neuter	2500
Enrichment	125
Card Processing Fees	883

Month Total	\$24,514
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October
Fixed Cost

Variable Cost

Employee Salaries	8,333
Food for animals	6083
Cleaning supplies	267
Office supplies	2400
Utilities	602
Employee Training	208
Uniforms	83
Veterinary Care	2500
Spay and Neuter	2500
Enrichment	125
Card Processing Fees	883

Month Total	\$23,984
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November
Fixed Cost

Variable Cost

Employee Salaries	8,333
Food for animals	6083
Cleaning supplies	267
Office supplies	2400
Utilities	602
Employee Training	208
Uniforms	83
Veterinary Care	2500
Spay and Neuter	2500
Enrichment	125
Card Processing Fee	883

Month Total	\$23,984
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December
Fixed Cost

Variable Cost

Employee Salaries	8,333
Food for animals	6083
Cleaning supplies	267
Office supplies	2400
Utilities	602
Employee Training	208
Uniforms	83
Veterinary Care	2500
Spay and Neuter	2500
Enrichment	125
Card Processing Fees	883

Month Total	\$23,984
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January

Fixed Cost

Website Fee	\$375
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Variable Cost

Employee Salaries	8,333
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Food for animals	6083
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Cleaning supplies	267
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Office supplies	2400
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Utilities	602
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Employee Training	208
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Uniforms	83
----------	----

Veterinary Care	2500
-----------------	------

Spay and Neuter	2500
-----------------	------

Enrichment	125
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Card Processing Fee	883
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Month Total	\$24,359
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February
Fixed Cost

Variable Cost

Employee Salaries	8,333
Food for animals	6083
Cleaning supplies	267
Office supplies	2400
Utilities	602
Employee Training	208
Uniforms	83
Veterinary Care	2500
Spay and Neuter	2500
Enrichment	125
Card Processing Fees	883

Month Total	\$23,984
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March

Fixed Cost

Variable Cost

Employee Salaries	8,333
Food for animals	6083
Cleaning supplies	267
Office supplies	2400
Utilities	602
Employee Training	208
Uniforms	83
Veterinary Care	2500
Spay and Neuter	2500
Enrichment	125
Card Processing Fees	883

Month Total	\$23,984
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April

Fixed Cost

Variable Cost

Employee Salaries	8,333
Food for animals	6083
Cleaning supplies	267
Office supplies	2400
Utilities	602
Employee Training	208
Uniforms	83
Veterinary Care	2500
Spay and Neuter	2500
Enrichment	125
Card Processing Fees	883

Month total	\$23,984
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May

Fixed Cost

Variable Cost

Employee Salaries	8,333
Food for animals	6083
Cleaning supplies	267
Office supplies	2400
Utilities	602
Employee Training	208
Uniforms	83
Veterinary Care	2500
Spay and Neuter	2500
Enrichment	125
Card Processing Fees	883

Month Total	\$23,984
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June

Fixed Cost

Variable Cost

Employee Salaries	8,333
Food for animals	6083
Cleaning supplies	267
Office supplies	2400
Utilities	602
Employee Training	208
Uniforms	83
Veterinary Care	2500
Spay and Neuter	2500
Enrichment	125
Card Processing Fees	883

Month Total	\$23,984
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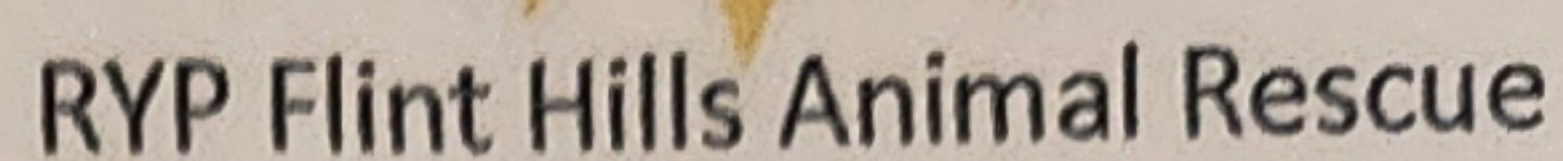
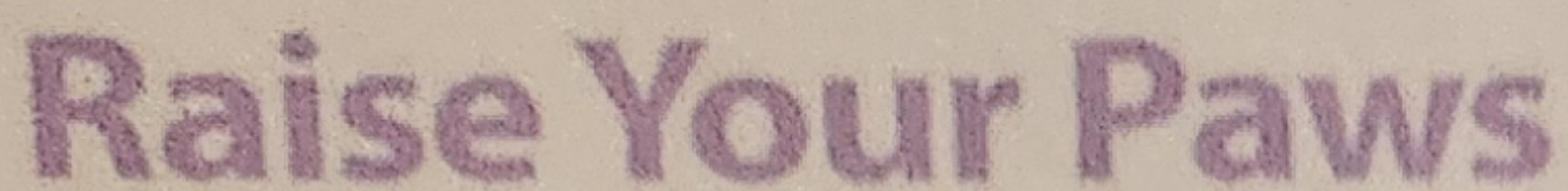
July

Fixed Cost

Variable Cost

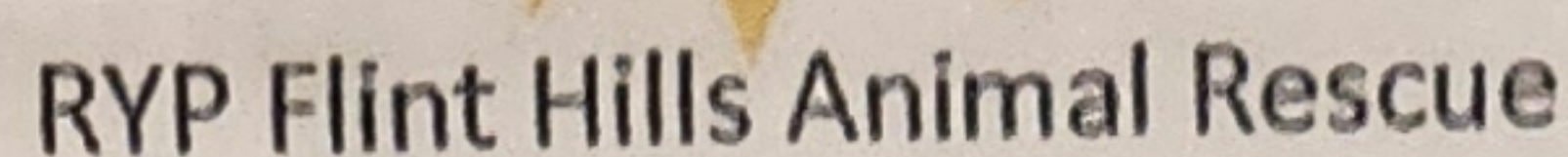
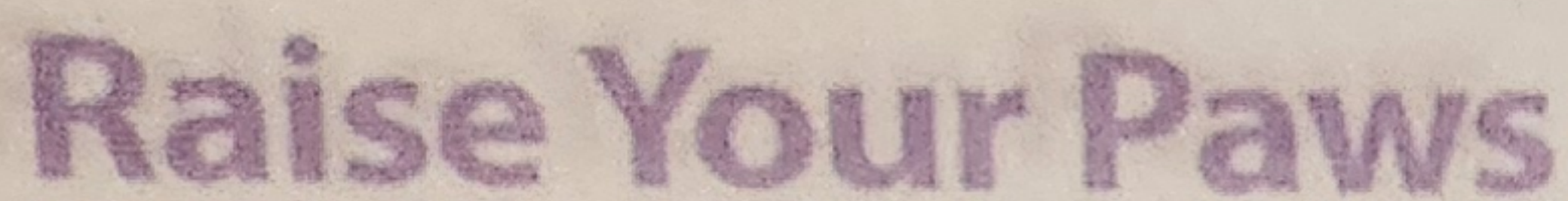
Employee Salaries	8,333
Food for animals	6083
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Enrichment	125
Card Processing Fees	883

Month Total	\$23,984
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Raise Your Paws has a rescue division, RYP Flint Hills Animal Rescue, and we are asking for your support in opening a large rescue for not only Lyon County but the surrounding counties also. We would like your support with signatures, donations, or helpful ideas. Please take the time to sign this sheet and please reach out with any questions you may have. You can reach Melanie at raiseyourpaws2021@gmail.com or call/text 620-506-2525.

Printed Name:	Signature:
JONI KIEMER	Joni Kiemer
Sabra Reber	Sabra Reber
Julie Jantz	Julie Jantz
Barbara Haag	Barbara Haag
Chael Moberly	Chael Moberly
Kelly Krueger	Kelly Krueger
Cassidy O'Connor	Cassidy O'Connor
Steve Kamper	Steve Kamper
John W. Whittredge	John Whittredge
Billie J. Moberly	LORIE SILVER
DON MOBERLY	Billie J. Moberly
Adriana Perez	Carl E. Moberly
Peggy Perez	Adriana Perez
Felipe Perez	Peggy Perez



Raise Your Paws has a rescue division, RYP Flint Hills Animal Rescue, and we are asking for your support in opening a large rescue for not only Lyon County but the surrounding counties also. We would like your support with signatures, donations, or helpful ideas. Please take the time to sign this sheet and please reach out with any questions you may have. You can reach Melanie at raiseyourpaws2021@gmail.com or call/text 620-506-2525.

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Raise Your Paws

Employee Handbook

V10.05.23

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Responsibility to the Dogs

At Raise Your Paws, it is the responsibility of the staff to provide care and safety to the dogs in our care. This includes: feeding, water, medication, bathroom breaks, cleaning the kennels, cleaning up after the dogs, watching for signs of stress, aggression, nervousness, shyness, or injury, and also watching for signs of illness.

It is the responsibility of all staff to create groups daily based on play, size, temperament, and previous exposure to off leash play. It is not permitted to put a dog into playgroups without prior knowledge of compatibility and evaluation.

It is not uncommon for Canine Cough to run through a daycare or boarding facility, and it is the responsibility of staff to minimize the risks of exposure and spread through proper cleaning and recognizing the signs early. Owners must also be made aware if there has been a dog that exhibited signs.

Any neglect on the part of a staff member to provide food, water, medication, and timely veterinarian care; when needed, and by a veterinarian or recommendation of a veterinarian; is terms for disciplinary action up to and including termination.

Any staff member that physically abuses, or purposefully causes emotional damage to a dog will be terminated immediately.

Responsibility to Owners of Dogs

It is the responsibility of staff at Raise Your Paws to communicate with owners the policies and protection that is put in place to ensure the safety of the dogs in our care. It is also the responsibility of staff to let owners know if an incident happens to their dog while under the care of Raise Your Paws.

Customer service is of the upmost importance. Speaking to customers politely and not condescendingly goes a long way. Some owners are uniformed or have older views on training/care of pets. Politely let these owners know our policies. For dogs that need education



Raise Your Paws

on proper grooming/husbandry, politely give recommendations of equipment and commonly missed areas.

Training Method Used

At Raise Your Paws, we will use Positive Reinforcement and Fear Free techniques for training. Training will be provided to those that are willing to learn more about these techniques if this is not a familiar way of handling dogs. Training on these techniques will also be part of employment.

The use of prong collars, correction/choke collars, shock or vibration collars is prohibited and terms for termination of employment if used or recommended.

Rules of Conduct

Raise Your Paws expects all staff to conduct themselves in a professional manner. The use of profanity should not be used while on the premises. Arguments between staff members need to be worked out between the staff members and management.

Threats or acts of physical or psychological abuse towards another staff member, client, or dog will not be tolerated and are grounds for immediate termination of employment.

Rough handling is also not permitted and training of the employee will happen to show better techniques. If the employee is unwilling to learn new techniques, that employee has the option to find other employment.

Illegal or Recreational Substances/Alcohol/Tobacco Use

What a staff member does when not on the clock or at an event/representing for Raise Your Paws is up to the individual person.

It is for the safety of both the staff and the dogs for staff members to be of a clear mind when at work, an event, or representing Raise Your Paws. If a staff member shows up to work under the influence of illegal substances, drugs (including marijuana), or alcohol it is terms for disciplinary action up to termination.



Raise Your Paws

Employees cannot use tobacco products including cigarettes, vapors, hookas, or other tobacco dispensing products on Raise Your Paws premises. Use of these products **must** be outside of the building, not in the restrooms, outside in the play yard, or by the doors. You may not smoke or vape while supervising customer dogs. Smoking or vaping while supervising the dogs, or on Raise Your Paws premises is terms for disciplinary action up to termination.

If substance abuse is suspected while the staff member is at work or at a function for Raise Your Paws, that staff member may be asked to get a U/A before returning to work.

Time Off/Missing Work Policy

Raise Your Paws operates year-round with higher amounts of dogs boarding during the holidays. Due to this factor, staff at Raise Your Paws must be committed to working at least one of the following major holidays a year: Thanksgiving, Christmas, and New Years. Fourth of July will be rotated throughout the staff yearly.

Time off will be given on an individual basis depending on staffing needs. Please try to have your shifts covered by another staff member before leaving for time off or vacation.

It is understandable for a staff member to miss work due to illness. You must call in at least 30 minutes before the start of your shift or the night before if you feel you won't make it in. If the staff member has the early shift, try to contact the owner/manager on duty that day so the shift can be covered. If a staff member misses three consecutive days of work due to illness, a doctors' note must be provided before the staff member can resume working.

Punctuality is important at Raise Your Paws and being late on a continued or chronic (every Monday) basis will be terms for disciplinary action including being written up, talked to by management, and up to termination.

If a staff member misses work more than 2 days consecutively without notifying management that staff member will be on disciplinary action including termination. This does not include a hospital stay due to an accident or illness.

While Covid-19 is still a concern, do not come to work if you have had a positive test.

Schedule

The schedule will be out no later than the Wednesday before the following week and can be done as early as 2 weeks ahead. During school semester, the same schedule may run for 6 weeks at a



Raise Your Paws

time. Schedules will not change drastically but will be adjusted for approved time off or for prolonged illness/injury. Schedules go from Monday through Sunday.

If you are scheduled for a shift and did not inform Melanie that you needed a shift or time off, you need to find coverage for your shift. It is not the job of management to find coverage for a shift when there was no notification of a conflict before scheduling.

Payday

Payday is every other Wednesday. Pay periods are every 2 weeks and run Sunday through Saturday.

Dress Code

For the safety of the staff and dogs, mid-riffs, tube-tops, and shirts/pants with holes are not allowed.

Shirts: After 30 days of employment staff at Raise Your Paws will be provided at least one t-shirt with the company logo. When that t-shirt or other company shirts are being laundered, staff should wear a t-shirt or long-sleeve shirt that covers their stomach and does not have any offensive logos, designs, or competing companies on it (i.e. nudity, profanity, gang symbols).

Pants/Shorts: Jeans or tough/canvas pants without holes are to be worn for the protection against scratches and nips. Jeggings/leggings can be worn if they do not have holes or are easily ripped. Sweatpants are not permitted to be worn and the employee will be sent home to change. Shorts are permitted at the risk of the employee; but should be long enough that the employee can bend over without exposing their rear end.

Jewelry/Tattoos/Piercings: Jewelry is allowed provided it is not excessively dangly or easily caught by a paw. Hoop earrings or long dangly earrings are highly discouraged for the safety of both the staff member and dogs. Paws can get caught and earrings can be ripped out by a mouth or paw of a dog. Face piercings that have loops are discouraged, but can be worn at the risk of the employee.

Tattoos that are visible should not be offensive in nature including nudity, profanity, or be gang related. The staff member will be asked to cover the tattoo if it is considered offensive.

Shoes: Must be closed toed and the staff member should be able to move quickly and safely throughout the building. High heels are not permitted as these can cause injury to self and another staff member or dog if stepped on and can get broken. The floor will be wet at various



Raise Your Paws

times throughout the day due to cleaning and can be slippery. Shoes with grip on the soles are preferred.

Hair: Can be any length, it just cannot interfere with visual sight of the dogs. Example: long hair should not cover an eye obscuring the line of sight to the dogs.

Groomers/Bathers: Please adhere to the main dress code of staff members or wear a grooming smock.

Cell Phone Use

Cell phones are permitted to be on the staff member provided the staff member is not on their phone for personal purposes. Personal phone calls should be done during breaks or when the staff is off the clock. If the staff member needs to take a phone call, management should be notified at the beginning of their shift. The staff member should be engaged with the dogs and watching for escalating behavior to prevent fights. The company phone can be used by the runner to take pictures through the pawpartner app and shared to the company timeline. Photos of client dogs should not be posted on social media sites other than those that are affiliated with Raise Your Paws (i.e. website, Facebook page)

Groomers may take a picture of the groom dog before, during, and after the groom.

Tool Usage and Return

Raise Your Paws has a few different tools that are used. Walkies, slip leads, a company phone, a desktop, 2 tablets, and a printer are used for everyday use in all positions. Groomers have various tools and products that are used to groom a dog. Raise Your Paws may buy tools and products for employees to perform their job. In the event that an employee is terminated or quits, all tools, books, and products must be returned before a final paycheck is given. If these items are not returned, legal action can be taken to obtain the items or value of the items.

Keys

Keys to the front door and the back door will be given to employees after their training has been completed. Keys must be returned in the event of termination or the employee quits before a final paycheck is given.



Raise Your Paws

Employee Pet Dogs

Dogs that belong to employees must be able to pass the evaluation process to attend daycare or stay for boarding. Employees may bring personal dogs for daycare at no charge as long as there is space. Employees may bring personal dogs for boarding for free except during blackout dates. These dates are Thanksgiving week and Christmas week to New Years Day. Employees may still board their personal dogs during these times for normal boarding price. Employees may also bathe their personal dogs for free as long as they are the ones doing the bath. If another person or the groomer gives the bath or grooms the dog, compensation should be given.

Staff Responsibilities

All staff members at Raise Your Paws are expected to clean up messes left by dogs as soon as you see it. Diseases can be passed on to both staff and dogs if urine and feces is left on the floor. Laundry should be done throughout the day so it does not fall on the closing staff. Pick up any trash and throw it away as soon as you see it. Staff will be trained on dog body language and group management.

All staff (including groomers) must have a walkie talkie on them for quick communication. A slip lead must be worn by staff members so a dog can be quickly grabbed in case of an altercation or if the dog needs to be removed from the play group for any reason.

Staff should not stand in front of the breakroom gate while they are managing a group. This limits your visibility of the group.

Morning staff:

Walk through the kennels to check on all the dogs before taking any out to use the restroom. If a dog appears sick, address that dog first. Stress colitis (bloody stool with or without vomiting) can happen if a dog has been boarded for a long period of time or if the dog is not a good fit for boarding at a kennel. i.e. too much noise.

Take boarding dogs out to use the restroom one or more at a time (as long as the dogs are known to get along). If a second staff member is present, the second staff member should clean the kennels from any soiling, refill water dishes, give the appropriate amount of food to the dog (check pawpartner for amount), and clean and replace any soiled bedding while the dogs are out using the restroom. After the dog is back from using the restroom, give any necessary



Raise Your Paws

medications as listed by the owner. Update food, medication, and elimination reports in pawpartner.

Make sure the dogs eat and record elimination, and emotional state in the system if abnormal. Update food report if the dog eats later.

Start laundry and wash dishes.

As dogs arrive, the staff at the register will check in the dogs and each dog will be placed in an individual kennel to serve as its rest/home spot for the day. Remove collars and other belongings and place in the corresponding cubby with the dogs name on it. Play groups will start at/around 8am.

Reception/Customer Service:

The staff member in charge of reception will check dogs in and out as well as take payment. They will answer phone calls and greet owners and dogs as they come in. If the staff member is currently with an owner, acknowledge any new customers with a smile and eye contact. This staff member is also responsible for the safety of owners, dogs and staff that are in the lobby. If two dogs are too close, the staff member will ask the owners to move away from each other. The staff member should make sure that a dogs leash is locked if they are on an extendable leash. All dogs entering the facility must be on leash.

This staff member will also serve as a runner for the play groups. This means that they will be responsible for bringing dogs into the play group, and also out of the play group. This creates safety by not having dogs unsupervised in a play group. If dogs are going home before they are put in the kennels for the end of the day, the staff member will also get the dog from the play group so the group leader does not have to leave the group unsupervised.

If the staff member is not busy with customers or taking dogs to play groups/kennels, the staff member should remain busy by cleaning, making phone calls to owners, getting kennels ready for incoming boarding dogs, etc. The staff member must remain in an area that they can still see the lobby in case a client comes into the building and must have the phone with them. Check the lobby often for clients.

Evening staff:

At the end of the play day, all dogs will be put in their kennels to avoid any arousal or aggression related to dogs leaving the play groups. This will not be done before 5:30pm. As the dogs go home, thoroughly clean each kennel, bowls, beds, and any other items in the kennel. Clean the



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play rooms, play equipment, and other items used throughout the day with the current disinfectant and antiviral cleaning solution making sure to follow the directions on the cleaning product. See policies and procedures book for more information about specific cleaning tasks.

Take out boarding dogs one more time, feed and medicate according to owner instructions upon arriving back in the kennel and update reports, including elimination, in Pawpartner. Record elimination, and emotional state in the system if abnormal.

Start laundry and fold and put away any clean laundry. Wash dishes and put away any dry dishes.

Late Shift:

This shift starts between 3pm and 4pm and ends at 9pm depending on scheduling and availability. There is a list of cleaning and tasks that can be done. Deep cleaning does not need to be done daily for the same room. I.e. Front playroom is deep cleaned on Monday, it would not need to be deep cleaned again until Friday at the earliest. Once cleaning tasks are complete, the late shift staff member can read a book, do homework, relax, etc. until 8am when the final walk is done. Once the walks are completed, the employee can go home no earlier than 8:30pm.

Managers:

This staff member is responsible for the other staff members and dogs during their shift. They have the final say on play groups, if a dog is unsuitable to be in a play group or needs to be taken out, and for making sure that all tasks are completed for the shift. i.e. medications, feeding, any extra cleaning, etc.

See policies and procedures for a more in-depth list of staff responsibilities.

Staff Safety and Exposure

Staff members will be exposed to chemicals for cleaning and disinfecting the facility. Caution should be taken, and personal protection equipment must be worn according to the products label.

Staff members may also be exposed to zoonotic diseases such as worms from feces and leptospirosis from urine. If a dog is seen with worms, the owner must be notified, and the dog must have gone through a deworming process before the dog is allowed to return to the facility. If a staff member believes an animal is ill (not related to stress), the owner must be notified, and a veterinarian checkup is required before the dog can return to the facility.



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Staff members will be jumped on and can be scratched from the nails of a dog. If a dog comes into the facility with very long nails or nails that have pointed ends, a nail trim is required by either the staff or a veterinarian before the dog will be allowed to be in a group.

Staff members will be trained to read dog body language and how to handle a dog to dog fight should it occur. Dog bites to staff can happen if the staff is not safe in breaking up a fight. Safety of the staff must be first. All staff will carry a leash with them so they can quickly grab a dog if necessary.

There is a risk of a dog bite, but dogs must go through an evaluation process as well as the owners filling out an application with information about potential for the dog to bite. Staff members must read this information and note valuable information in pawpartner. This includes play style, any fights with other dogs, games the dog likes to play, etc. In the case of a boarding dog, if the dog is showing displays of aggression to a staff member, the staff member must stop and get a second person to either help them get the dog out of the kennel or for the other staff member to take over. Never enter the kennel of a dog that is showing displays of aggression. If the dogs owner is available, it may be safest to have the owner come get the dog. If the owner is not available, a note about the dogs behavior must be put into the system and the owner must be notified after talking to Melanie or the manager on duty.

Floors can be slippery when they are wet. Dry any puddles with a towel to prevent a slip, fall, and/or injury to either a dog or a person. Caution should be taken during cleaning and on wet days or if snow is on the ground. Shoes with grip are preferred to prevent slipping. Mats should be down in the lobby to prevent owners from slipping.

Toys can be a great way to distract a dog in group. Tug between a dog and a handler is not allowed, and toys should never be over a persons head. If the dog is jumping/grabbing for the toy, bringing the toy close to the body, under the arms, or behind the back will help teach the dog to not grab harshly for the toy to prevent a dog from biting a handlers hand. If a dog becomes possessive over toys and starts fights with other dogs the toys will be removed for safety.



Raise Your Paws



Raise Your Paws

By signing this page, I attest that I _____ have read the employee handbook V10.5.23.

Signature: _____

Date: _____

Small Animal License

Kansas Department of Agriculture, Division of Animal Health hereby Certifies that

Raise Your Paws LLC

License #: **CB002425**

Expires: **09/30/2024**

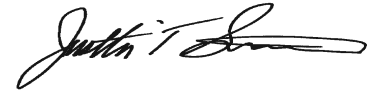
*is licensed to maintain and operate a Boarding or Training Kennel at
Raise Your Paws LLC, 312 Commercial St., Emporia KS 66801
according to K.S.A. 47-1701 et seq. as amended and supplemented.*

Mailing Address:

Raise Your Paws LLC

312 Commercial St.

Emporia KS 66801



Animal Health Commissioner

Dated at Manhattan, KS: 08/31/2023

Print Date: 08/31/2023

Small Animal License

Kansas Department of Agriculture, Division of Animal Health hereby Certifies that

Raise Your Paws LLC

License #: **CB00278G**

Expires: **09/30/2024**

*is licensed to maintain and operate an Animal Shelter or Pound at
Raise Your Paws LLC, 312 Commercial St., Emporia KS 66801
according to K.S.A. 47-1701 et seq. as amended and supplemented.*

Mailing Address:

Raise Your Paws LLC

312 Commercial St.

Emporia KS 66801



Animal Health Commissioner

Dated at Manhattan, KS: 08/31/2023

Print Date: 08/31/2023



Standard Operating Policies and Procedures for Raise Your Paws

The purpose for these standards is to create a cohesive and consistent team that cares for the cleanliness, safety, and operational performance of Raise Your Paws (RYP) on a daily basis.

RYP operates a dog daycare, boarding, training, and grooming facility. As such, each employee is responsible for the safety and well-being of the animals and themselves.

Training of new employees

Computer and bookwork - All employees that are hired by RYP will take Dog Gurus 101 during the first week to two weeks of employment depending on the new hires' availability. Groomers may be excluded if they do not run play groups but may still be asked to do the training to further their own knowledge. Dog Gurus 101 is basic information about dog body language. Additional programs may be used as new programs become available or have updated information. Once the employee has been employed for at least two months, groups handlers will take Dog Gurus 201 which focuses on play groups, play styles, and safely introducing dogs into groups. After six months of employment, employees may be asked to take the Fear Free course for daycare and boarding facilities. This learning focuses on the mental well-being of the dog and less stressful ways to handle and redirect dogs in groups. It also has a brief overview of why behavioral medication is sometimes needed. As availability allows, employees will also take dog CPR and first aid courses.

Physical training – All employees will have a checklist of cleaning and handling tasks that need to be completed and checked off by a manager or senior group handler. The new employee may be asked to redo a task if it is not sufficiently completed. However, the senior handler or manager should explain why the task needs to be repeated and ask if the new employee knows where to find supplies and understands the task. In addition, employees will supervise with a senior group handler how groups are created and run. The employee will spend a few shifts with another handler until both the new employee and senior handler feels confident the new employee can safely monitor and run a group of dogs. The first solo group should be a small number of dogs and calmer dogs. The employee can progress to watching more dogs at one time and higher energy dogs, including puppies, as they complete more hours and as management and senior handlers feel confident in the new employees' abilities.



Raise Your Paws

Employee roles (group handler, runner, trainer, bather, groomer, weekend backup)

All employee roles – All employees will treat clients and dogs with respect and kindness. The use of harsh language, condescending tone, or handling will not be tolerated, and the employee will be either written up or terminated depending on the severity of the infraction.

Group Handler – Group handlers are in charge of running groups of dogs. These groups consist of 10-15 dogs per handler depending on the level of experience of the handler and the energy of the dogs in the group. Group handlers are never to leave a group of dogs unattended for any reason for any length of time. An altercation can occur in seconds, even with dogs that are familiar with each other. Group Handlers should also be off their phone for any reason other than taking pictures and setting up groups. There are two tablets and one computer that groups can be set up on eliminating the need to do this task on personal phones.

Group handlers should also be standing up if there are dogs playing with each other so they can quickly react as needed. Sitting down with a leg underneath or in criss-cross style should not be done as it is harder to get up from and takes longer to move. Dogs should not be allowed to sit in a handlers lap. This can create possession problems and effects the ability for the handler to quickly move when needed. If a dog jumps on a handler, the handler is to say “off,” does not touch the dog with their hands or knees, and moves into the space of the dog. This lets the dog know that jumping is not rewarded. Handlers should not be sitting down if there is a group of dogs playing. Talking to other coworkers, either in the room, or on the walkie, is ok to do so long as the handler is actively watching the group and immediately and proactively responds to rising energy, and small or large dispute, or to stop dogs from barking at the window.

Group handlers are allowed to work with and should work with dogs on the following commands: Sit, come, wait, place, and leave it. Handlers are allowed to do other tricks with the dogs as long as the group is being watched, the dogs are playing well, or most are resting.

Runners – The runner is either the manager on duty or the senior group handler. The runners job is to take dogs to and from groups, answer the phone, check in and out clients as they come in, respond to clients in the lobby, clean kennels (can be a shared task with the handler) as dogs leave, and run solo and small group/family only dogs. The runner will have gone through all previous training. The runner may also make kongs and homemade treats, take pictures in the group and do baths that need to be done.

Trainer – The trainer is currently Melanie. The trainers job is to run group classes and private lessons. If the trainer is available and a dog has signed up for day training, the trainer will facilitate the training allowing the handler and runner to run groups. Other day training can be done by a senior handler or manager so long as they have shown they can use positive reinforcement techniques correctly and has previously trained the task needed.



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Bather – The bather's job is to bathe dogs that are either scheduled on the grooming calendar or are scheduled to receive a bath during their stay if it is on the tasks that day. The bather will clip the dog's nails (may need help), clean the dog's ear, brush "doodle" coats before washing, rinse, wash the dog with appropriate type of soap (medicated if asked for, flea shampoo if fleas/ticks are seen, etc.), rinse, towel dry and then use the air dryer if the dog will tolerate it. Once the dog is dry, additional brushing may be needed for double coated, long hair, or curly hair dogs. Any tips given by the owner will be added in the system under the employee that did the bath and put in the cash drawer. This tip will be added to the employee's paycheck. The bather will then clean the grooming room when all baths have been completed.

Groomer – The job of the groomer is to bathe the dog and do haircuts. The groomer should ask the owner appropriate questions to get the most information and the correct haircut that the owner wants. The groomer should be polite to clients and not condescending. The groomer should not handle the dogs harshly, yell at them, or move them in a way that is harmful to the dog. The groomer should work with the dog to help alleviate any stress they may be feeling and stop grooming if the dog is too stressed or aggressive. The dog may need a break, or need grooming handling training to become more comfortable with the procedure. The groomer should make notes of the cut that was performed, the behavior of the dog if there were any signs of stress, aggression, or shyness, or to place "good dog" notes in. The groomer can change the base price of the groom if the groomer feels the groom should be more.

Weekend Backup – This job is only for weekend shifts. The weekend backup is an employee that is on the schedule in the case that there are more than 10-15 boarding dogs on Saturday and Sunday. Sometimes family dogs come in and can all be taken out together, or regular daycare dogs that have been in group together before are boarding and go out together. The weekend backup may be any employee, and helps with cleaning, walking, feeding, medicating, and doing the reports.

System used for daily operations

Pawpartner is the current system used for daily operations of RYP. Employees will be trained on using the system including but not limited to looking at the employee's schedule, adding new clients, adding new dogs, uploading vaccine information, creating reservations, checking dogs in and out of services, uploading pictures, doing reports and daily tasks, creating groups, and responding to messages. Pawpartner allows for notes to be added and colors to be placed around the dog's profile for quick reminders on potential problems. i.e. Brown for poop eaters. Employees should ask questions as new updates are made to the system or if they do not remember how to use a certain part of the system. Should RYP change to a different system, the employees will be trained on how to use the new system.



Evaluations for dogs

All dogs including employee dogs, must have an evaluation to come for daycare or boarding. Evaluations are modeled after the evaluation process from Dog Gurus. This evaluation is done by management or at least one senior handler. The purpose of this evaluation is to determine if the dog is capable of allowing handlers to walk the dog on leash without aggression during its stay at RYP and to determine if the dog is able to be in play groups or if the dog needs to be managed as a solo dog. When the dog first arrives, the evaluator will take the dog from the owner after verifying the necessary forms and vaccines have been filled out. The dog will be brought into the playroom without other dogs to allow the dog time to sniff the room and become more comfortable. If the dog allows the handler to take it to the playroom and remove the equipment that is on the dog (leash/harness), then the evaluation continues. After a few minutes, if the dog is deemed able to be in play groups by the owner or by staff, a low energy, neutral dog will be brought in to assess how the evaluating dog handles it. If the evaluating dog is able to at least co-exist with the neutral dog, a higher energy, pushy dog may be used to determine if the evaluating dog can be in a group with more energy. These introductions are done on leash for safety to be able to remove dogs quickly. After a play session, if able to play, the dog will be placed in a kennel to see if there are any anxiety problems while the dog is kenneled.

In the case that the evaluating dog does not get along with other dogs or the owner has specified they do not want their dog to be in groups, the dog will be placed in a kennel after the investigation of the play room to determine if the dog will not be stressed during its stay.

If a dog fails the evaluation, the owner is made aware of the reasons for the determination. Steps can be made for training and to work on these reasons as long as they are not for extreme aggression posing a risk to employees. The dog may be re-evaluated once the reasons for failure have been worked on.

Opening procedures (boarding dogs, getting kennels set up)

Current start time at RYP is 7am. The opening employees arrive and do a brief walk through of the kennels to make sure there aren't any pressing concerns. After the walk through is done, one employee starts to walk the dogs that are boarding to allow them to relieve themselves and receive some exercise after sleeping. These walks can be brief as long as the dog has had the opportunity to urinate and defecate. While the dog is out, the second employee cleans the kennel and adds food and water to clean bowls. When the dog is returned to the kennel, any medications that need to be given are administered and elimination, feeding, and medical reports are completed. Any change in elimination or possible medical attention must be noted and reported to the manager or senior handler on duty. Once all dogs are walked, fed, watered, and medicated, kennels may be set up for the day for dogs that are coming in.



The runner for the day also watches the lobby for dogs coming in for services and checks them in to the appropriate kennel.

Once all boarding dogs have had a chance to eliminate and are fed, watered, and medicated per their instructions, groups are started. Groups can start as early as 7am if there are no boarding dogs and should start no later than 8:30am.

Checking dogs in

Upon arrival at RYP, dogs that are checking in will have a brief look over to note any open wounds or injuries. If fleas/ticks, open wounds or injuries are found, the dog will go home with the owner and may not return without veterinary clearance. If the dog is free of parasites, wounds and injuries, the dog will be either brought directly into the playgroups or taken to their kennel. The dog will be checked in on Pawpartner to the correct kennel and any add-ons will be added to their reservation and written on the front of the kennel. i.e. kongs, day treats, nails etc. Collars, harnesses, and leashes will be placed in the corresponding cubby for the duration of the dogs stay. Employees should be mindful of each individual dogs needs and ask owners to wait in their cars or outside so there is only one dog in the lobby at a time. The exception would be dogs that have been together several times and do not pose a bite risk to the public.

Checking dogs out

When a dog leaves RYP from any service, that dog is checked out through Pawpartner before bringing up the dog. Additionally, any belongings are returned to the owner before bringing up the dog. When checking out a dog, a brief lookover will be done to see if there are any wounds that need to be addressed. The dogs own leash, collar or harness will be placed back on the dog, and then the dog is returned to the owner. Employees should be mindful of dogs personal space and should only bring up one dog or one family of dogs at a time.

Running groups

RYP runs playgroups for daycare and boarding dogs Monday through Friday. These playgroups are put together based on playstyle, energy, and dislikes/likes of the dogs that are in attendance that day. Dogs that do not get along with another particular dog should be notated as foes in Pawpartner. Groups can and should be created in Pawpartner for communication for the afternoon handlers. Groups are fluid and change daily as new dogs or temperaments change. Groups should be no larger than 15 dogs per handler. In the event that there are more than 15 dogs that can be in a group together, two handlers should be in the group at all times for safety, and a third employee will act as runner. Toys will only be used in groups that do not have dogs that have shown or are known to have toy possession.

Groups may be rotated at least every 45 minutes but may be longer depending on the dogs in attendance.



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All dogs are kenneled from 12pm to 1pm for quiet hour and to allow employees to take lunch.

If parasites are found during the day, the dog will be immediately removed from the group and placed in the kennels that are separate from the rest, the owner called to be picked up, and a flea/tick bath given if the owner cannot pick up within 30 minutes. Any areas that the dog had been in, including the kennel, will be cleaned and owners of dogs that had contact will be notified.

Closing procedures

As dogs leave for the day, kennels will be cleaned and water and food dishes placed in the sink or washed. After all daycare and grooming dogs have left for the day, all employees will finish closing tasks which include taking out the trash and mopping/using the floor scrubber nightly. These tasks can be found on Pawpartner.

Dogs that are boarding are fed and medicated between 5-5:30pm. Evening elimination walks should not start sooner than 5:45pm. When business allows and there is a late shift employee, this employee will not start final walks before 8pm.

Laundry, dishes, and cleaning kennels can and should be done throughout the day so it does not all fall on the closing employees.

Weekend Shifts

Employees that work on the weekend come in to take the dogs out for elimination walks and some play time to allow the dogs to stretch and move around. At each shift, the employees must make note of elimination, if the dog has eaten, and if any medical concerns are noted. If there is an immediate medical concern, a manager should be called, the dog taken to the veterinarian, and the owners notified by calling and email.

Veterinary Protocols

If a dog should become ill during its stay at RYP, staff will assess the dog to determine if the dog needs to be immediately transported to the veterinary hospital for care. If the dog is determined to need immediate medical care, the dog will be transported to the veterinarian office that is on record with the state department and the owners will be notified. If the owners are able to answer, staff will ask how they would like RYP to proceed with care. If the dog does not need to be immediately transported, management or a senior handler will notify the owners of the problem that is occurring and ask how they would like to proceed. The dog will be moved to the kennels that are separate from the others for isolation and to help stop the spread should the illness be contagious.



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Commonly seen illnesses in boarding and daycare facilities are upper respiratory diseases, diarrhea due to stress or change of diet, vomiting due to stress or lack of eating, lack of appetite due to change in daily routine, and not eliminating for the first 24 hours.

Upper respiratory diseases – Should a dog start presenting symptoms of an upper respiratory illness, the dog will be isolated from the other dogs in the facility, will not participate in group activities, the leash used for walking this dog will remain with the dog during its' stay and can be sprayed after each use with current disinfectant, and the owners will be notified to pick up their dog as soon as possible. The owner may call their veterinarian to prescribe medication for the upper respiratory disease if the dog is boarding and the owners are unable to pick up their dog. The dog will be monitored to make sure it is still eating, drinking, acting normal, not lethargic, and symptoms are not worsening. Symptoms include coughing, sneezing, eye mucus, and lethargy. Most dogs will recover even without medication, but the disease can cause secondary infections such as pneumonia.

Diarrhea – Diarrhea is caused by several reasons. These reasons include, but are not limited to, stress, change in appetite, parasites, and changes in the gut flora. If a dog has diarrhea, the root cause needs to be determined. The dog will be moved to a kennel that does not have surrounding dogs and monitored for activity level. If stress is the suspected cause the veterinarian may prescribe medications to alleviate stress and to help stop diarrhea. Owners may also give permission to RYP to fast the dog for a day or to give pumpkin which helps settle the stomach and create firmer stools. The dogs water will be monitored closely to make sure the dog is drinking and there is sufficient water to replace liquids lost from diarrhea. If the dog becomes lethargic, the dog may be transported to the vet for further treatment and care.

Vomiting – Vomiting is caused by several reasons. These reasons include not eating for an extended period of time (hunger puke), drinking too much water, drinking too fast, change in diet, other GI related diseases, and stress. If a dog vomits and it is not due to excess water intake or drinking too fast, the owner will be notified to pick up the dog as soon as possible. The dog will be removed from playgroups and moved to the isolation kennels. If the owner is unable to pick up the animal, RYP may transport the dog to the vet hospital if symptoms worsen or do not get better. If the vomiting is due to lack of eating, RYP will add toppers or wet food as an enticer to eat. The vet may be called for medication to induce appetite.

Lack of appetite – If a dog is not eating, RYP will add toppers or wet food to their regular diet to entice eating. If the dog still does not eat, the owner will be notified to determine course of action. If RYP is unable to get ahold of the owners, the dog may be transported to the vet for an examination and to prescribe medication to induce appetite or stress management.

Lethargy – If a dog becomes lethargic while at RYP, the dog will be checked on by management, elimination and medical reports looked at, and the owners notified. If it is determined that the dog needs to be seen by a veterinarian, the dog will be transported to the vet clinic on file.



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Not eliminating – If the dog has not defecated in 24 hours, the dog will be monitored for food intake and energy levels. If the dog appears to be straining to poop but appears otherwise normal, the owner will be notified. If the lack of defecation is due to lack of eating, toppers and/or wet food will be used in addition to the dogs normal food to entice the dog to eat. If the dog has not urinated in 24 hours, water levels will be monitored and the kennel will be thoroughly checked for any blood spots. If blood spots are seen, this could be a sign of a urinary tract infection, or stones, and the dog will need to be seen by a veterinarian. The owner will be notified in both cases so they can let us know how they want to proceed as well as any tips to help with elimination.

Cleaning Kennels

When a dog leaves, the kennel must be properly disinfected and cleaned. Before spraying, mopping, or sweeping, any toys, blankets, beds, bowls, and feces should be removed. Sweep the kennel floor getting loose food and hair. After picking up items and sweeping, the kennel will be sprayed using the current disinfectant. All surfaces need to be sprayed, the front and back of the kennel door, all sides of the kennel including the back wall for the big kennels and the grates at the top of the kennels. After spraying the kennel, wipe the kennel with a rag and replace the rag as it becomes soaked. Mop the kennel floor paying attention to the corners where urination and hair can get caught. Rags should be replaced every 2 kennels at most to stop the spread of disease and as the rag gets soaked it does not clean up the disinfectant. Once a month the kennels are deep cleaned to ensure all areas are cleaned and dusted.

Cleaning Playrooms

Playrooms will be cleaned at the end of the day and as needed throughout the day. Any elimination needs to be cleaned up as soon as it is spotted. Some dogs eat poop and it is unhealthy for the dogs to do so. If the playrooms have a lot of hair it can be swept during the day instead of waiting until the end of the day. Toys need to be picked up before lunch. All play equipment should be moved to sweep and mop under as dogs will pee on them. The walls and front of the bench need to be wiped down with disinfectant at least once a week. At the end of the day, the toys and bowls used for water will be picked up, cleaned, and left to dry. The floors swept and small gates moved to the side. The floor can either be swept or the floor scrubber can be used. The floor scrubber can be used every night. The top of the bench in the front playroom also needs to be swept and mopped nightly.

Lobby

The lobby is the area of the building that owners are in regularly. This area, along with the rest of the building, should be kept clean, uncluttered, and free from hazards. Check-in and outs should be done on the computer in the lobby. The lobby needs to be swept and mopped at least nightly and may need to be swept after the morning drop offs are done. The desk should be free of clutter and crumbs and wiped down at least once a week. The walls and front of the desk



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need to be wiped and disinfected once a week or earlier if a dog urinates or if it is muddy. Clothing should be rearranged if it has fallen, and the display shelf dusted once a week. The windowsills need to be dusted once a week. The window is cleaned professionally but still needs to be cleaned as needed. The door also needs to be cleaned daily, possibly twice if it gets dirty during morning drop-offs. Trash is emptied nightly, and the shredder is emptied as needed.

Breakroom

The breakroom should be kept clean and clear of clutter. Employees are in charge of cleaning out their lockers and making sure trash is emptied as it gets full. Dogs can, and will be in the breakroom sometimes, and it needs to be free of harmful food and items. The breakroom needs to be swept and mopped once a week and the refrigerator cleaned out as well. The breakroom also has the walkies plugged in for charging. The walkies need to be turned off at the end of employees shifts and returned to the charging station.

Grooming Room

The groomer or bather will clean up hair in between grooms and treat all equipment with respect. The equipment is expensive and tossing scissors and blades can damage them. When grooming is finished, all equipment shall be cleaned and disinfected. Equipment put away, towels brought to the utility room and a load of laundry started. The tub shall be wiped down, including the bottom of the door where hair and water collects. The floor shall be swept and mopped, and hair removed from the floor drain. Kennels need to be wiped down and the doors wiped off to remove hair. Once a week, the grooming room needs to be deep cleaned. All equipment except the tub needs to be moved to allow the floor underneath to be mopped.

Kennel Room

The kennel room shall be kept clear of clutter and harmful objects. Cleaning supplies shall be kept off the floor and away from areas where dogs walk frequently. No dogs should be off leash in the kennel room as this can create barrier aggression and potential fights with loose dogs. Throughout the day, as soon as elimination messes are seen, they need to be cleaned. The kennel room shall be swept and mopped at least once a day, at the end of the day, and as needed throughout the day. Supplies shall be kept neat and organized, all towels, blankets, and rags kept in airtight containers, and all food must be kept in air tight containers per state regulations. Dogs will be placed in kennels individually or with family dogs as long as they do not react and fight with one another.

Play Yard

The outside play yard is here dogs eliminate the most. Feces must be cleaned up as soon as it happens to stop dogs from eating it and to stop the spread of disease. Because the play yard is turf, it may need to be sprayed down with water during the summer to cool it down. The play yard shall be disinfected every night using the Wysiwash and sprayed at least once a week with



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Turf cleaner and deodorizer to eliminate smells. The play yard needs to be kept free of clutter and harmful items, damaged play equipment removed, and the back gate may be locked when dogs are in the yard for safety. When the pool is used, it needs to be emptied as needed as dogs pee in the pool.

Boarding Dogs

All boarding dogs need access to water at all times and water bowls/buckets can be refilled throughout the day. Food and medication are to be given as per the owners instructions and will be listed in the food and medication reports. Each time a boarding dog eliminates, the elimination reports shall be updated so employees can see if, when, and where a dog eliminated. Boarding dogs that can be in groups will be rotated into play groups throughout the day. Boarding dogs that cannot be in groups will be taken out to eliminate and have some play time twice in the morning and twice in the afternoon, not including morning and evening walks. Belongings will be placed in the corresponding cubby and returned upon the dogs' departure.

Send form to Manhattan address:

1320 Research Park Drive
Manhattan, KS 66502
785-564-6700
www.agriculture.ks.gov



900 SW Jackson, Room 456
Topeka, KS 66612
785-296-3556

Mike Beam, Secretary

Laura Kelly, Governor

Kansas Veterinary Care Form

Each facility licensed under the Kansas Pet Animal Act (excluding USDA licensed Animal Breeders and/or Distributors) is required to have a current veterinary care form on file with the Animal Facility Inspection Program. This form is evaluated and must be renewed on an annual basis. By completing and signing this document, the veterinarian agrees that a veterinary-client-patient relationship has been established for the primary care of the animals according to K.S.A. 47-1701(dd), an onsite visit of the facility, completion of the veterinary inspection form, and a program of veterinary care has been established.

Licensee Information			Veterinarian Information		
First Name	Last Name		First name	Last name	
Melanie	Smith		Dr. Richard	Mendoza	
Business Name			Clinic Name		
Raise Your Paws			Emporia Veterinary Hospital		
Premise Address			Clinic Address		
312/314 Commercial St			710 Anderson St		
City	Zip Code	County	City	Zip Code	County
Emporia	66801	Lyon	Emporia	66801	Lyon
License number(s)	Phone Number		Phone number	KS Vet License number	
CB062425 CB062786	(620) 506-2525 mine (916) 412-5060		(620) 342-6515	KS 7039	

Indicate each species on the premise:

Dogs: ☒ Average 20 Cats: ☐ N/A Rodents: ☐ N/A Reptiles: ☐ N/A Other (specify): ☐ N/A

K.S.A 47-1701 (dd)(1) Adequate Veterinary Care is defined by: (A) A documented program of disease control and prevention, euthanasia and routine veterinary care shall be established and maintained under the supervision of a licensed veterinarian, on a form provided by the commissioner, and shall include a documented on-site visit to the premises by the veterinarian at least once a year. (B) that diseased, ill, injured, lame, or blind animals shall be provided with veterinary care as needed for the health and well-being of the animal.

K.S.A. 47-816. Definitions (n) "Veterinary-client-patient relationship" means: (1) The veterinarian has assumed the responsibility for making medical judgments regarding the health of the animal or animals and the need for medical treatment, and the client, owner or other caretaker has agreed to follow the instruction of the veterinarian; (2) there is sufficient knowledge of the animal or animals by the veterinarian to initiate at least a general or preliminary diagnosis of the medical condition of the animal or animals. This means that the veterinarian has recently seen or is personally acquainted with the keeping and care of the animal or animals by virtue of an examination of the animal or animals, or by medically appropriate and timely visits to the premises where the animal or animals are kept, or both; and (3) the practicing veterinarian is readily available for followup in case of adverse reactions or failure of the regimen of therapy.

Please continue to the next page

Veterinarian On-Site Visit and Inspection Form

This must be filled out during the required onsite annual inspection.

Date of On-Site Visit: 2-19-24

Animal Inventory

Personal Pets	Adult Dogs	Puppies	Adult Cats	Kittens
2-4	Average 10-20	Nothing under 12 wks. Average 1-5	Ø	Ø

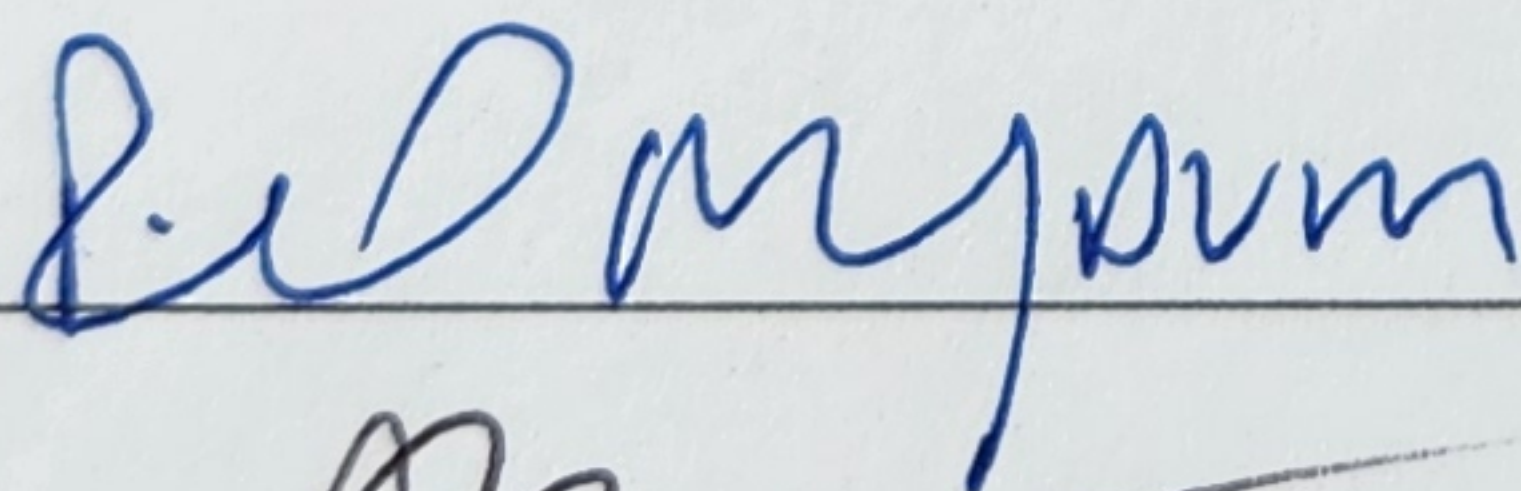
<u>Yes</u>	No	The facility is of sound structure, good repair, adequate size and is clean and sanitary in which the animals are/will be housed.
<u>Yes</u>	No	A comprehensive preventative health and treatment plan has been established. The plan has been reviewed with facility personnel and they are comfortable with the importance of administering it.
<u>Yes</u>	No	The facility has adequate means of keeping dogs and/or cats cool in the summer and warm in the winter.
<u>Yes</u>	No	The facility has proper feeding and watering techniques available to assure adequate care for the pets on the premises.
<u>Yes</u>	No	All pets on the premises seem to be of good health and appearance. (Mark yes if there are no animals present, and please make a notation of "no animals present")
<u>Yes</u>	No	Sanitation and isolation protocols have been developed for the facility and reviewed with the licensee?
<u>Yes</u>	No	The facility's contingency and emergency response plan has been reviewed and adequate to meet the needs of the facility pet animals?

Notes or comments:

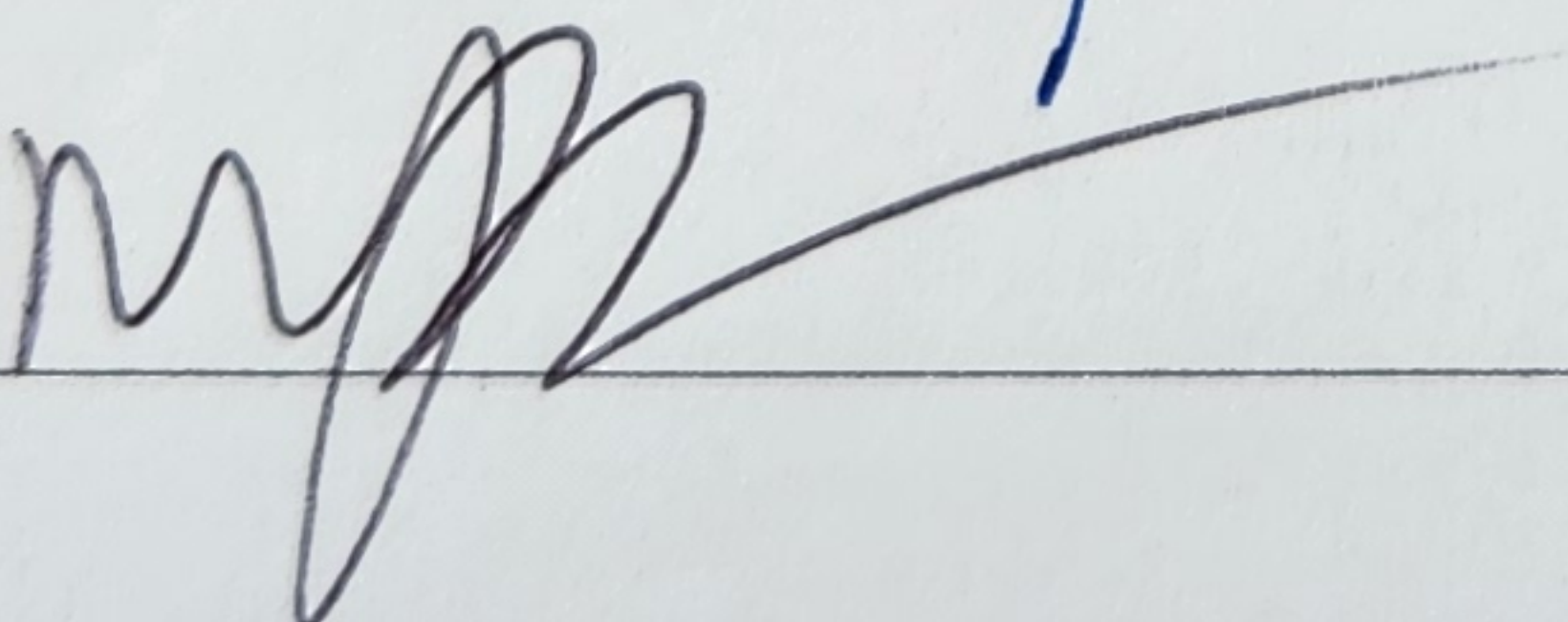
VETERINARY CERTIFICATION STATEMENT

By signing below, I certify that:

- a) Veterinary-client-patient relationship has been established
- b) An onsite visit of the facility and the veterinary inspection form has been completed
- c) A program of veterinary care has been established.

Veterinarian Signature: 

Date: 2-19-24

Licensee Signature: 

Date: 2-19-24

Protocols and Procedures

Emergency care plan: Describe provisions for weekend and holiday care

Employees are on site several times throughout the day to care for the dogs. In the event of an emergency, all employees will be called to remove, if safe, animals from the facility. Owners will be called and alternate care will be found.
-see emergency contingency plan-

Describe the prevention and treatment plan for internal parasite control: (heart worms, intestinal worms)

Owners should have pets on monthly prevention. If worms are seen, the dog is separated, owner called, and they must go through treatment before returning. Yard is disinfected

Describe the vaccination protocols for this facility:

Dogs must be current on Rabies Distemper/Parvo (DHPP, ~~DAPP~~, DA2PP, etc) Bordetella preferably 2 weeks before attending daycare, boarding, or grooming

Describe the treatment and prevention plan for external parasite control: (fleas, ticks, mites, lice, and flies)

Owners should have pets on monthly prevention. If parasites are seen, dogs are separated, owners called to pick up as soon as possible, dogs must be treated appropriately, must be parasite free for 1wk before returning. A flea bath is mandatory if seen on a bath or on a boarding ^{daycare} dog

Euthanasia protocols must be in accordance with approved euthanasia methods outlined in the **2013 Edition of the AVMA Guidelines for the Euthanasia of Animals** and will be carried out by the following:

Describe the method of euthanasia used: Licensee ☐ Veterinarian ☒

Euthanasia should be done by the owners request at a veterinary clinic. Raise Your Paws will not euthanize on the premises, unless a county dog is deemed too dangerous to transport. In this instance, a veterinarian will be called to come and euthanize. Body will be cremated.

Please continue to the next page.

Prairie Paws



Proposal for Emporia Animal Shelter Management & Operation Services

Prairie Paws Animal Shelter Inc.

3173 Hwy K68, Ottawa, KS, 66067
(785)242-2967

A registered 501c(3) organization
EIN: 48-0529856

Signed_____

Vanessa Cowie - Executive Director

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1) Services

a) Executive Summary

Please accept Prairie Paws Animal Shelter's enthusiastic interest in the opportunity to operate the Animal Shelter, as outlined in the request for proposals (RFP) released by the City of Emporia on April 2nd 2024.

After reviewing the necessary information requested from the City of Emporia, we firmly believe that the lack of sophisticated data-collection and analysis for the current operations limits the ability of our organization to provide a fully-informed proposal. However, our organization is well-positioned to overcome these challenges and provide affordable, high-quality services to the citizens of Emporia. At Prairie Paws Animal Shelter, we have a proven track record of excellence in animal care and shelter operations. Our comprehensive programs include stray-housing, adoption programs, community cat management, low-cost spay/neuter, and housing for bite quarantines and court cases, while emphasizing swift disposition of all animals in our care. One of our core strengths lies in our ability to develop and maintain strong community partnerships. We have successfully collaborated with local stakeholders in a variety of jurisdictions, enabling us to consistently maximize our resources and achieve cost efficiencies. This collaborative approach allows us to provide affordable services to the community while maintaining the highest standards of care.

Prairie Paws Animal Shelter is prepared to deliver exceptional animal welfare services to the citizens of Emporia. We are confident in our ability to operate the animal shelter efficiently and effectively while providing an enhanced level of service at a fiscally responsible rate. We are excited about the opportunity to collaborate with the City of Emporia and contribute to the betterment of our community.

Thank you for considering our proposal. We look forward to the possibility of working together to make a positive difference in the lives of animals in Emporia. Please do not hesitate to contact me if you have any further questions or require additional information.

Sincerely,

Vanessa Cowie
Executive Director

b) Itemized Services

PPAS is experienced and capable of all aspects of shelter operations including the administrative expectations outlined in the RFP. While the complete Standard Operating Procedures Manual of PPAS is included in this proposal, the following list is intended to outline the philosophies that are applied to the key areas of this work.

The City's RFP of April 2, 2024, references bidder accepting "all animals." This proposal contemplates PPAS accepting primarily dogs and cats, and may accept other domestic animals on a case-by-case

basis given animal species. This proposal does not contemplate the intake of livestock or exotic animals, though the request states “all animals.”

Animal Intake

The team at Prairie Paws Animal Shelter (PPAS) follows “The Association of Shelter Veterinarians’ Guidelines for Standards of Care in Animal Shelters” in relation to the admission of animals into an animal shelter. Evidence supports an increase in intake volume following the transition of management of an animal shelter, which is expected in Emporia. Increased intake is connected with a change in public perception that results in a higher level of trust and raised expectations with the community. With increased intake comes increased costs, and the approach outlined in this proposal has been compiled under the expectation of a higher volume of animals entering the Emporia facility than in the last three years. While relinquished pets have a different admission process than stray pets, every newly admitted animal will be:

- Scanned for a microchip
- Photographed
- Examined for signs of contagious illness, injuries or safety concerns
- Vaccinated, and treated for parasites
- Fully documented and entered into the shelter management system
- Identified with a detailed kennel card and appropriate signage when necessary

The positive outcome of these animals is the utmost priority of PPAS. We hope to increase adoptions, decrease returned adoptions, and provide a high quality customer experience for adopters. Our adoption program is professionally run with special attention paid to industry best practices in finding a good match for adopters. We are constantly evolving the program with new data received from national organizations each year.

Meets Scope.

Stray Animals

PPAS will openly intake all stray dogs found running at large within the city limits of Emporia. Unconfined dogs can be brought to the shelter by both Animal Control Officers and members of the public pursuant to Emporia City Code 6-22, 6-23. There will be no fee assessed to the citizen that transports the dog to the shelter, but a copy of the photo ID will be requested. In accordance with 6-23 of the City Code, all stray dogs will be subject to the 3 business day stray hold (not including the date of intake or any closed days) prior to being processed for the adoption program.

Animal Control Officers will have access to intake kennels 24 hours a day 7 days a week for the purposes of impounding loose dogs. PPAS asks that all Animal Control Officers be equipped with microchip scanners and the ability and training to facilitate reclaiming of owned dogs in the field. PPAS will work with Animal Control Officers on training and effective return to home programs to enhance the number and speed of which animals are returned home.

A high reclaim rate that occurs early in the animal's stay is linked to lowering costs, decreasing disease and behavior issues for the individual as well as the population of housed pets. The prompt reclaiming of stray dogs by the public will be encouraged through timely social media posts, same-day reclaim fee discounts, and free microchipping for reclaimed pets. Accessible open hours also facilitates prompt reclaims. We anticipate this to be an enhancement of current operations.

This does not meet the scope which seeks housing of “any animal.” PPAS only houses dogs and cats, and utilizes community cat programming (including trap-neuter-return (TNR)) for stray cats.

Owner Surrender of Domestic Animals:

PPAS is aligned with best-practice animal welfare models that balance low barriers to voluntary relinquishment, coupled with various surrender diversion programs. In order to best manage the limited resources that are available to animal shelters, owner surrendered intakes are managed, without making the service inaccessible. Potential barriers such as surrender fees are waived for citizens that reside in the service area to discourage relinquishments being turned loose or admitted as strays (which carry a higher cost to the organization than relinquishments). Surrender applications are reviewed within 72 hours, and owners seeking this service generally have a fewer than 7 day wait period.

Regulating the admission of owned animals includes the following steps:

1. The owner completes a brief application (digital or paper)
2. The application is reviewed to establish if resources can be offered in an attempt to facilitate the owner keeping the pet, and also to determine an appropriate intake date if necessary.
3. An intake appointment is then scheduled.

The process for scheduling intake appointments takes into account: kennel space, available foster homes, surgical capacity, staffing, adoption frequency and the risk of unplanned litters occurring with pending relinquishments. Resources made available to surrender applicants include: assistance with spay/neuter, free pet food and supplies, free behavior consultation, assistance with veterinary services. Citizens who relinquish pets to PPAS are not guaranteed a live outcome; they're educated that severe medical or severe behavior issues may result in humane euthanasia of the pet.

Exceeds the scope in pet retention services offered to the community.

Bite Quarantines:

PPAS is familiar with housing animals in a Bite Quarantine status and understands the requirements described in 6-25 of the City of Emporia City Code as well as the Rabies Control Requirements enacted by the Kansas Department of Health & Environment. Animals in this status will be accepted into the facility at any time as required by the City of Emporia. These animals will be held securely and humanely during the quarantine period. If the animal is the property of PPAS, we reserve the right to submit specimens for testing in lieu of quarantine and incur the expense of submission.

Meets scope.

Cruelty & Neglect Cases:

PPAS is familiar with housing animals awaiting the outcome of cruelty and neglect investigations and criminal proceedings outlined in K.S.A. 21-6412(e). While the City does not have code language regarding animal neglect and cruelty, the housing of animals seized for violations of K.S.A. 21-6412(e) on behalf of the Emporia Police Department is certainly contemplated in this proposal. Housing animals for extended periods of time while awaiting the outcome of these cases is often detrimental to the well-being of the animals and the staff, and is exceedingly costly to the seizing agency or local

government. PPAS' attorney will engage when necessary to assist in expediting these cases in the best interest of the animals, and this partnership.

This exceeds the scope.

Dangerous Dogs:

PPAS will safely and humanely house dogs and cats who have been impounded subject to 6-11 of the City of Emporia City Code. Ensuring swift disposition of dangerous dogs and providing resources for compliance is a service PPAS provides by and through our attorney. Additionally, the PPAS team endeavors to be a resource to the City of Emporia as it relates to dog behavior, and is willing to submit accurate and unbiased evidence as to the behavior of the dog to support an informed judicial decision in any dangerous dog action.

This exceeds the scope by utilizing all legal and policy avenues to expedite disposition of the animal.

Outcome Planning:

- Reclaims are facilitated whenever possible, including lowering barriers to reclaim and adoption
- A short length of stay is the goal for every pet
- The outcome type for each pet is determined early in it's stay when possible
- Make animals available for adoption as early as possible in their stay
- Respond to adopter inquiries promptly
- Communicate respectfully and professionally with all adopters
- Support wide hours for adoption including off-site adoption events
- If necessary, discontinue discriminatory adoption practices and facilitate open adoption practices
- Support adopters with post-adoption behavior resources
- Provide transitional food to adopters
- Educate all adopters on medical history items, future care, and aftercare instructions
- Lower adoption fees if necessary

Meets Scope.

Intake Reduction Programs:

- Low-Cost Public Spay/Neuter & TNR
 - Low-cost spay/neuter reduces public safety and nuisance issues that result from unaltered animals
 - Provide affordable and timely low-cost spay/neuter directly to the public
 - Facilitate additional discounts for citizens that reside in the service area and that the fee is cost-prohibitive for
 - Include core vaccines and microchips at no charge for these pets

Exceeds scope.

Community Outreach Programs:

- Free vaccine and microchip clinics
 - PPAS hosts regular free clinics in the communities that it serves
 - The intent is to improve the health and identification of community-owned pets

- This improves the reclaim rate of stray animals, as well as the health of sheltered pets

Exceeds scope.

Administrative:

- KDA & KBVE Licensing.
 - Applications will be completely accurately and in a timely manner
 - Fees will be paid on time
 - Inspections will be facilitated in a professional manner
 - Deficiencies will be handled promptly

Meets Scope.

Pet Registration

PPAS is experienced in administering pet registration programs and has the capabilities to administer the program as defined in Sec. 6-41 of the City Code. While there are obvious updates that are necessary as it relates to the application process, there are some more nuanced updates that can help achieve the intent of pet registration (improved pet identification). The current fee is very low, which in many communities causes these programs to run at a loss. Additionally there are some pets that can be exempted from registration if they meet certain criteria. The following updates could help improve the success of the program:

1. Allow citizens to register pets online, email reminders that include the registration link.
2. Re-structure the fee schedule:
 - a. Increase the fee for altered pets from \$3.00/year to \$10.00/year
 - b. Increase the fee for unaltered pets from \$10.00/year to \$25.00/year
3. Allow an exemption from pet licensing for pets that are altered and microchipped (you can still enforce rabies vaccinations without a pet license and microchips are a more effective form of identification). This would mean every adopted pet is exempted.
4. Change the expiration process from a calendar year to when the rabies certificate expires.

Exceeds scope.

e) Potential Efficiencies

From direct experience we know that there is an economy of scale for animal sheltering, which is especially unreachable in facilities with an intake volume of less than 3,000 animals annually. By merging small to medium-sized facilities under a larger umbrella organization, this will improve animal welfare programming in those communities. The following pillars of privatization allow the greatest impact for Emporia:

1. A single organization with multiple locations can share many administrative resources that ultimately lower the cost for all parties, and as the size of the organization grows, there is a greater ability to have specialized departments within the organization.
2. Organizations that serve a larger volume of animals and larger populations of people have increased eligibility for large-scale grant funding.
3. A regional organization is better-positioned to form corporate partnerships and benefit from larger companies.
4. Private organizations are able to be significantly more flexible with personnel management than municipal entities, allowing them to respond quickly to economic challenges, recruiting, and retention.

5. An increase in public support has been connected to an increase in: donations, adoptions, volunteers, foster homes, and employee retention which all help to achieve financial sustainability.

f) Supporting Agencies & Partnerships

Kansas State Shelter Medicine:

The Kansas State Shelter Medicine Program has a long history of providing weekly spay/neuter services on sheltered pets at no cost to PPAS, as well as a dedicated intern to perform more complicated surgeries and medical treatment plans for animals in our care. We anticipate this program, at the very least, will support the Emporia location or be structured in a way that supports Emporia.

Animal Health Center Home Care:

Owned and operated by Dr. Jessica Braun DVM, Animal Health Center Home Care is a veterinary service that travels to the Ottawa and Manhattan locations and performs various services, but primarily performs spay/neuter surgeries for publicly-owned pets. Dr Braun's team uses our in-house surgery suites, as well as her own mobile surgery suite, to perform over 80 low-cost spay/neuters a month to the general public in the jurisdictions we serve. PPAS administers this program and has successfully provided nearly 1,200 surgeries at a low cost to private pet owners and other shelters/rescue groups since September 2022. This team is available to provide this service at the Emporia location if needed.

Bruce Veterinary Services:

Owned and operated by Dr. Kylie Bruce DVM, Bruce Veterinary Service is also a veterinary service that travels to both of Prairie Paws' locations and provides the same service as Animal Health Center Home Care. Bruce Veterinary Services also utilizes a mobile surgery suite and would be available to support the Emporia location

g) Additional Facilities

PPAS anticipates the Ottawa location will be heavily utilized to support the Emporia location. The Ottawa location has extensive overflow housing, as well as 9 spacious exercise yards, a fully-equipped surgery suite, in-house blood testing equipment, and access to a full-service diagnostics laboratory. Additionally the Ottawa location has multiple storage facilities that can be used to support the Emporia location.

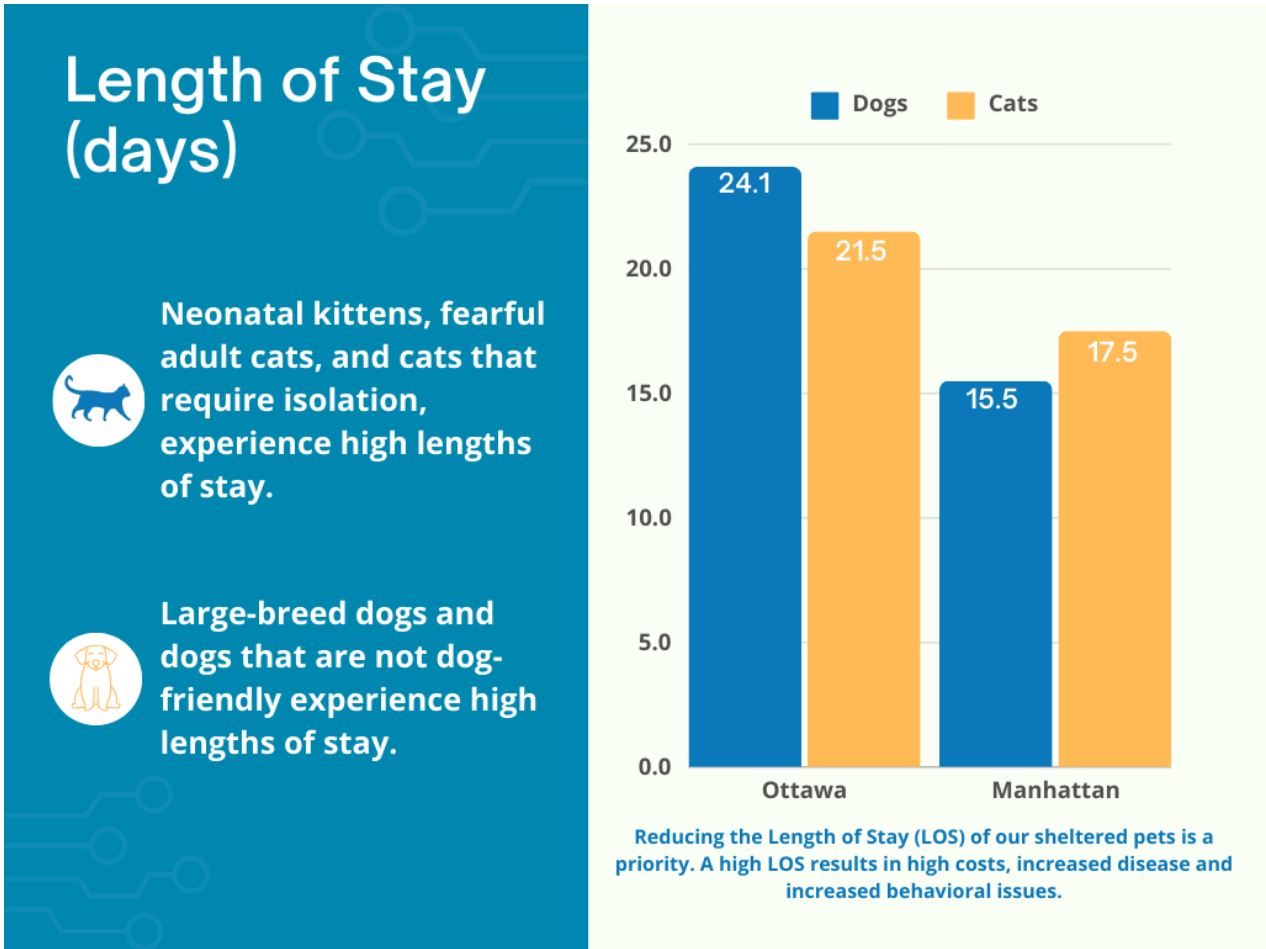
h) Proposed Metrics & Performance Analysis

Prairie Paws will submit monthly reports to the City of Emporia (example attached) that will highlight Workload Indicators and Key Performance Indicators, as well as general updates relating to the function of the animal shelter. While there is currently no single metric that determines the success of an animal shelter, there are numerous metrics that can be analyzed relative to each other. Each metric directly impacts another, and holistic policy-making is most beneficial. Among many others, the following metrics are analyzed to ensure high quality programming is being delivered:

Industry Metric	Definition	Analytical Value
Intake Volume	The number of live animals admitted to the facility over time.	The number of intakes directly affects the cost of animal sheltering but also contributes to scale, and in the midwest is complicated by seasonal fluctuations. Analyzing the number of animals (of different species) that are entering through various intake types (and sub-types) is useful in providing comprehensive programming, but is not typically indicative of the success of an organization.
Length of Stay (LOS)	The number of days between intake and outcome for a pet. Often averaged over time and by species. This can also be analyzed by intake type, outcome type and jurisdiction.	While in its most simplistic form, a low LOS is beneficial as it results in lower cost/animal and is beneficial to the physical and mental health of the animals and staff. LOS is useful in determining appropriate adoption fees, as well as making policy-changes that relate to intake and operations. Achieving & maintaining a low LOS for individual animals is a goal of the organization but variables such as time of year, estimated adult size, breed, age and jurisdiction need to be considered.
Reclaim Rate	The percentage of stray animals that are reunited with their owner. Note: Pets are sometimes adopted to former owners, which can impact reclaim rate.	A high percentage of claimed pets lowers costs, and is beneficial to the community. There are various strategies that help to increase reclaim rates, but reclaim rates can also reflect larger social issues in the community. Financial and housing challenges often negatively impact reclaim rates.
Adoption Return Rate	The percentage of adopted pets that are returned to the facility. Note: Returns may be currently being processed as owner surrenders after a certain period of time in the home. Also if the adopter lives outside the service area, a return may not be currently being accepted.	Generally a low return rate is positive. Best-practice adoption policies help to reduce return rates, but policies that are too focused on reducing returns can be discriminatory and lower the overall volume of adoptions.
Live Release Rate (LRR)	The percentage of animals that achieved a live outcome. 90% is the generally-accepted benchmark for No-Kill.	Generally a high LRR is desirable and exceeding 95% should always be the goal. However, policies that focus only on LRR can have unintended consequences including overly restrictive intake policies, and sometimes can even result in animal suffering.

i) Capacity Management

Capacity issues can contribute to disease and behavior issues, increase costs, and lower employee morale, as well as decrease the impact we can achieve in a community. Capacity is affected by the frequency of intakes and outcomes as it relates to the number of housing areas. It is crucial that outcomes are facilitated as efficiently as possible to decrease the length of stay and allow for the intake pressure of the community. Sometimes additional housing areas are needed, however the data that is currently available from Emporia makes it difficult to fully determine if that is the case here. It is estimated in this part of the country that for every 10,000 people that live in a community, 250 unwanted animals (stray and relinquished) are generated annually that require sheltering. Using this estimate, the Emporia shelter should prepare to admit 600 animals annually (significantly lower than the number referenced in the RFP). Using data from our other locations we can estimate that these intakes will likely be 54-60% dogs, and 40-46% cats.



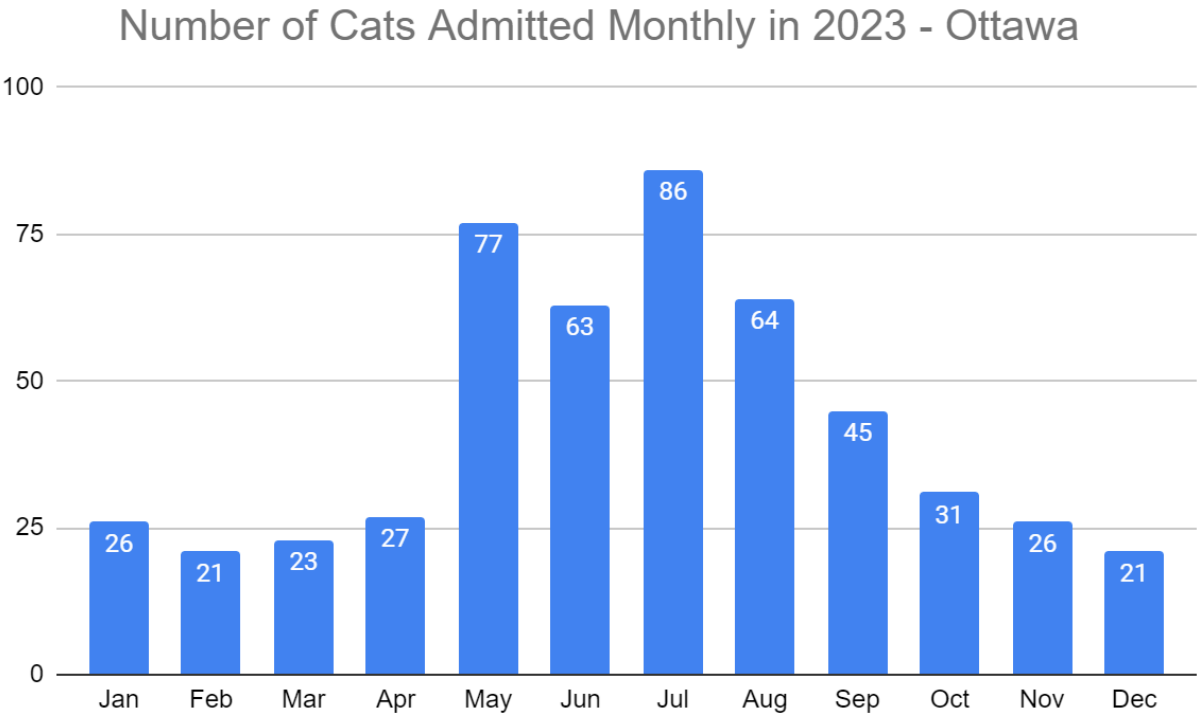
Dogs

If 600 animals enter the shelter annually, and 60% are dogs (high estimate) it can be expected that 1 dog per day would enter. For the 18 existing kennels to be sufficient the length of stay could not exceed 18 days and the facility would be operating at 100% capacity which is not advised. While our Manhattan location does have a length of stay lower than 18 days for dogs (15.5 days), the Ottawa location experiences a length of stay of 24.1 days. Given these numbers it is unlikely that the current number of kennels can support the number of animals referenced in the RFP. Our organization would like to first implement length of stay reduction and intake diversion strategies before recommending

the addition of more kennels, which is costly to implement and drives up daily operational costs. If policy changes are not able to reduce the length of stay effectively, our organization has prepared a proposed plan to increase the number of dog kennels from 18 to 24 by rearranging the room. Twenty-four kennels would allow for 1 dog a day to enter with an average length of stay of 24 days, which we feel is realistic.

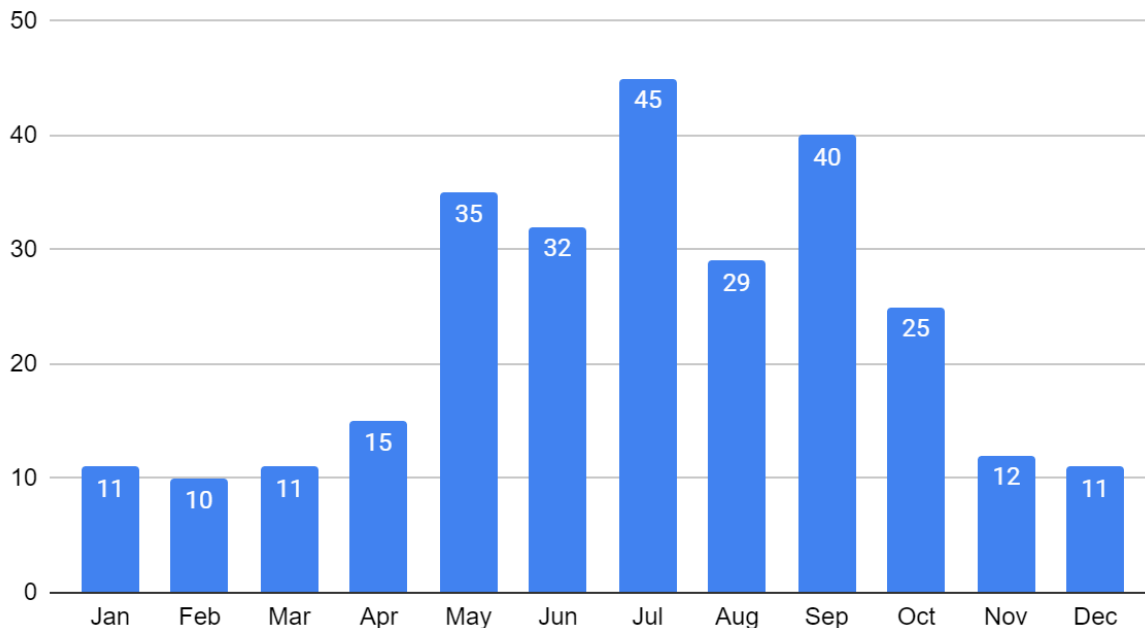
Cats

Unlike dog intakes, cat intakes are largely impacted by the time of year. While it can be anticipated that as long as robust community cat programming exists, the annual cat intakes should not exceed the number of dog intakes. If 600 animals enter the shelter annually and 46% are cats (high estimate) it can be expected that 276 cats will require sheltering annually. Our data suggests (see below) that 65% of the annual cat intakes are admitted during the 5 warmer months of the year, with the other 35% being admitted in the 7 off-season months (October to April).



Neonate kitten intakes, and nursing mothers are typically responsible for the intake surge and spend most of their time in foster care. When they return to the facility from foster care they typically share a kennel and have a short length of stay. The number of cat housing spaces is best estimated by looking at the off-season months.

Projected number of Cats Admitted Monthly - Emporia



These projections estimate that 0.5 cats would enter daily during the off-season, our locations are currently achieving a length of stay for cats of 17.5 days in Manhattan and 21.5 days in Ottawa. With this estimated intake volume and a length of stay of 26 days, 13 cat kennels would be sufficient.

PPAS uses the following strategies to decrease length of stay and reduce intake pressure when faced with capacity issues:

- Moving animals between locations
- Expediting outcomes for animals held awaiting judicial proceedings
- Expediting medical items like spay/neuter and diagnostics
- Wait-listing relinquishments. We have found that wait-listing is more effective than refusing admission which frequently results in abandonment and being admitted as a stray
- Supporting pets on the wait-list, many relinquishments can be safely delayed or avoided
- Discounting adoptions and reclaims
- Increased marketing for adoptions

j) Behavioral Evaluation and Euthanasia

Standardized behavior evaluations have proven to be less accurate than originally thought of decades ago. As such, PPAS no longer performs a formal behavior evaluation on newly admitted animals. Instead, a comprehensive understanding of an animal's behavior is gained through the following ways:

- History from a prior home, or prior shelter
- Observations of how the animal behaved when being captured/admitted
- Observations of how the animal tolerates medical procedures
- Observations in the kennel and while being exercised
- Observations of how the animal interacts with other animals

This information is used largely to manage the animal safely in the shelter and to provide a new adopter with realistic expectations in the home, and to reduce returned adoptions. In the case of

severe behavioral problems, an evaluation is usually unnecessary because the animal has already openly displayed dangerous behavior. While attempts to make an animal more comfortable are always made, animals that cannot be handled safely and show no signs of improvement are occasionally euthanized. Alternatives to euthanasia are sometimes available, but excessive use of resources on dangerous dogs is not encouraged by PPAS. An overall live outcome rate of 95% is an organizational expectation.

k) Acceptance of Animals from Outside the Service Area

The economy of scale that is possible can only be achieved with the sharing of resources across both locations including space, veterinary resources, and adoption events. While the majority of the animals entering the shelter will be from the city of Emporia, there are many advantages to moving animals between locations such as: increasing the variety of adoptable pets, a change of scenery for the animal, decreasing the pressure for a location with higher intake volume.

l) Standard of Care

While the complete Standard Operating Procedures Manual and Veterinary Protocols of PPAS are included in this proposal, the following list is intended to outline the philosophies that are applied to the two core aspects of care.

Veterinary Care.

- The health and well-being of each animal is assessed at the time of admission and then continuously throughout the animal's stay.
- Each animal is vaccinated and treated for parasites at the time of intake and then repeatedly while being housed.
- Signs of injury and illness are reportedly quickly and escalated if necessary to a veterinarian.
- Each dog over 6 months old is tested for heartworm disease prior to leaving the facility and positive dogs will be treated at no cost to the adopter.
- All surgeries will be conducted in accordance with AVMA guidelines.
- Spay/Neuter will be a focus of the veterinary program to reduce overpopulation, and all animals will be spayed/neutered prior to adoption.
- Unaltered animals over 3 months old will not be co-housed.

Animals in Care.

- All animals will be monitored daily for signs of medical or behavioral decline or improvement
- All animal housing areas will be maintained to a high standard, damaged equipment will be reported and repaired in a timely manner.
- All animals will receive regular and varied enrichment that is suitable for their species and individual needs, including outdoor exercise and play groups.

Background & Experience

a) Organizational Overview

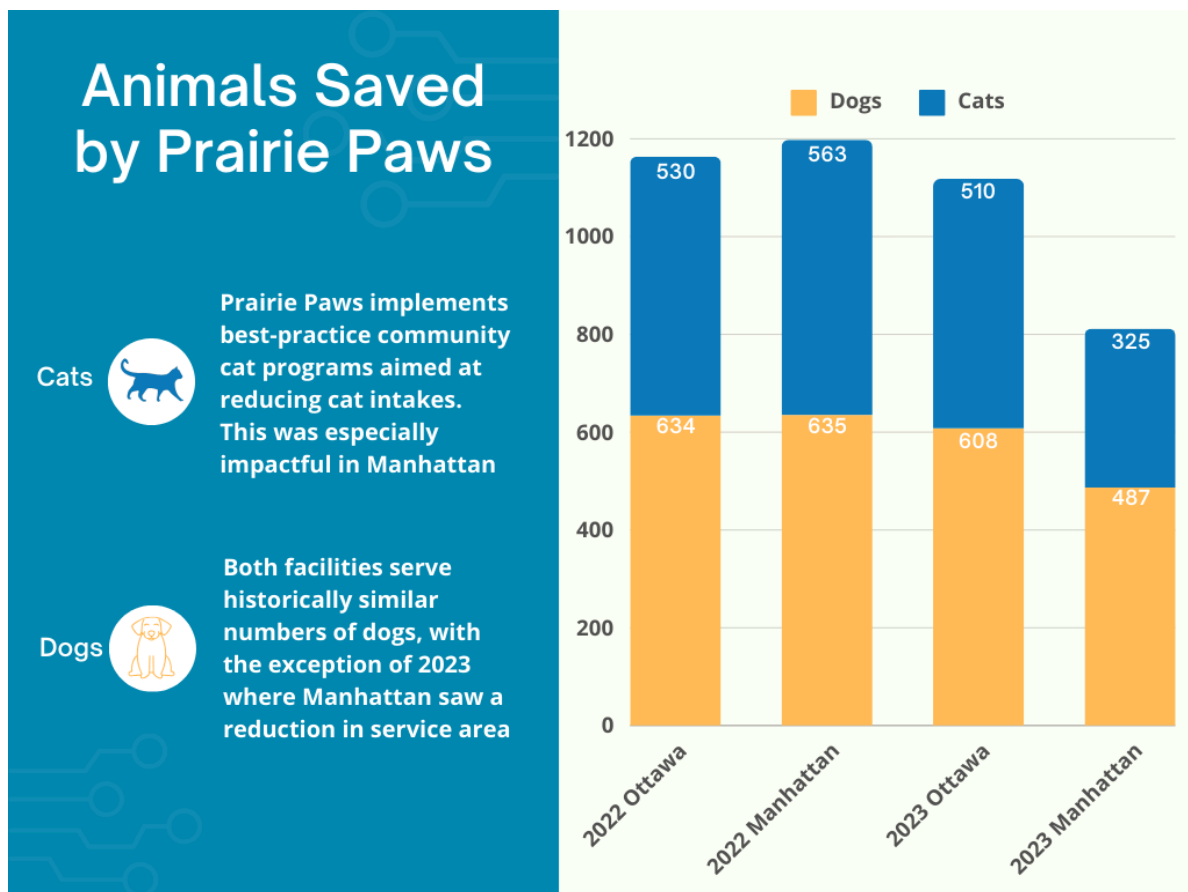
Established in 1946 and governed by an 8-member Board of Directors, Prairie Paws Animal Shelter ("PPAS") is a high-performing, privately-funded 501(c)(3) animal welfare organization founded in Franklin County, KS. With a strong focus on standard of care, customer service and employee retention, our organization has established financially-sustainable models for delivering effective animal welfare programs that result in increased lifesaving. While the main campus is situated on 10 acres in Franklin County, a second location was added in December of 2024 in partnership with the City of Manhattan.

Board of Directors

One of PPAS most valuable assets is the Board of Directors. The Board is made up of 8 of our local leaders who share a passion for animal welfare. Under their governance the organization has built a strong reputation for providing high-quality care, and achieving financial sustainability.

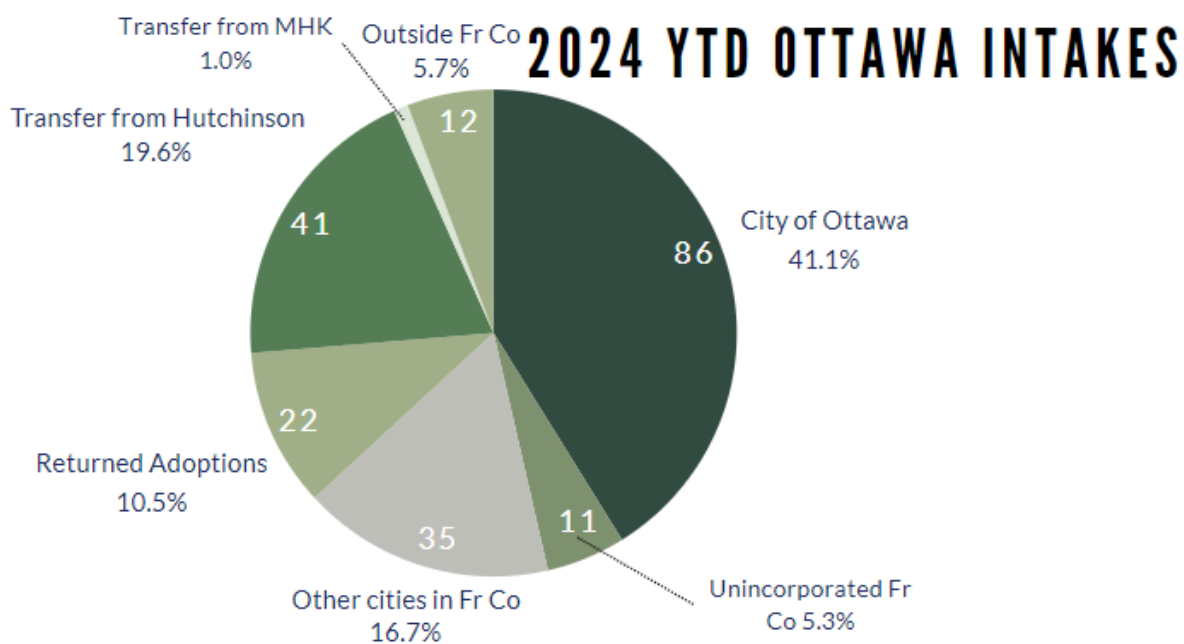
Position	Name	Employer	Tenure
Board Chair	Kelly Radel	US Bank	7 years
Treasurer	Tim Miller	American Family Insurance	4 years
Secretary	Vicki Selzer DVM	Retired - Pegasus Labs	9 years
Member	Mary Dougan	T-Mobile	6 years
Member	Carrie Stephens	Ottawa University	5 years
Member	Chris Nicholson	Mid America Bank	2 year
Member	Sayanti Ganguly Puckett	Johnson County Community College	2 year
Member	Lindsey Sylvester	Ottawa Cooperative Association	1 year

Both locations each serve between 800 and 1,200 stray and unwanted animals annually and serve approximately 50,000 people in their surrounding communities, as well as providing low-cost spay/neuter, free vaccines/microchips for the public and TNR programming. These programs are aimed at reducing unwanted litters, and improving the identification and health of community pets. In 2023, the Ottawa location served almost 1,000 privately-owned pets through low-cost spay/neuter clinics, which lowered the intake of neonatal kittens during kitten season.

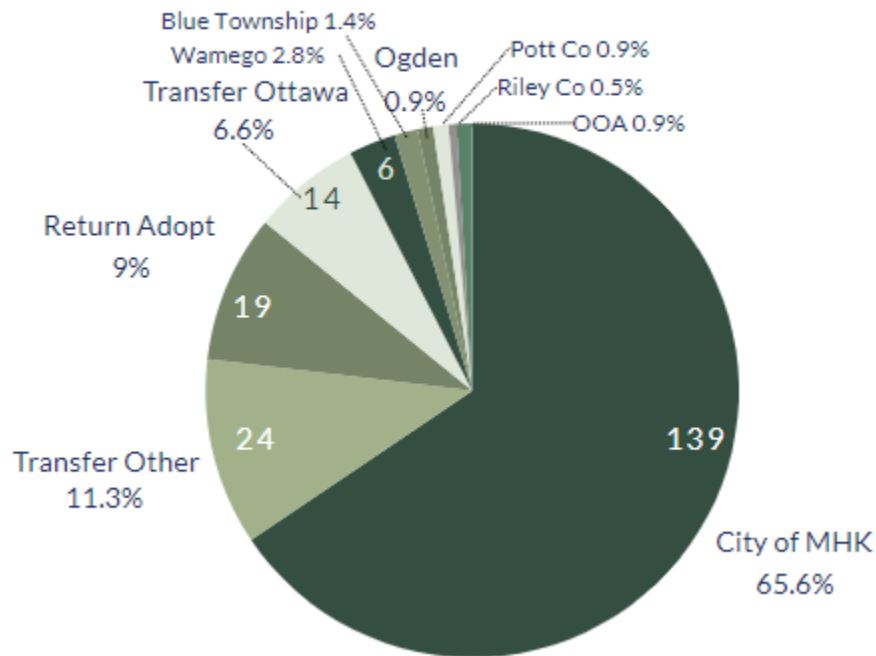


b) Government Partnerships

Our government partners include the City of Ottawa, Franklin County, the City of Manhattan, Pottawatomie County, Anderson County, Miami County, the City of Wellsville, and the City of Wamego. PPAS is also readily on call of the Kansas Department of Agriculture, for the evaluation and impound of animals seized as a result of an administrative warrant or licensee closure order.



2024 YTD MANHATTAN INTAKES



d) Business Model and Strategic Development

Within the PPAS strategic plan is the long-term goal of serving a higher number of animals and jurisdictions to eliminate animal welfare service gaps in rural communities. Leadership is committed to maintaining high quality and fiscally-responsible programming with this proposed growth. We attribute our success to the use of industry-leading software and the implementation of data-driven policies that focus on reducing the length of stay, and providing an exceptional standard of care to our sheltered animals that mirror national best practices.

e) Litigation

PPAS is not currently subject to any litigation, nor has the organization been involved in litigation in the last 10 years to the best of the knowledge, access to information, and research performed by the organization.

f) Injuries

In the last 12 months Prairie Paws' locations have had the following number of injuries caused by animals that have required medical treatment:

- To Staff: 0
- To Volunteers: 0
- To the public: 1
 - One member of the public received a bite by an animal owned by PPAS and there is a pending claim for medical treatment. The organization investigated the incident fully and found no wrongdoing, and subsequently euthanized the biting animal.
- To the animals: 0

g) Experience with Animal Data & Case Management

PPAS uses Shelterluv to manage the daily operations of both locations. Our organization has found that using high-performing software improves the quality of the programming we provide, and allows for the collection and analysis of complex data points. Shelterluv provides the following beneficial features to our teams:

- Automated pet listings integrated with the organization's website, and animal aggregating websites
- Automated microchip registration at no cost to the pet owner
- Efficient creation and searchable storage of animal and person profiles complete with medical records
- Pet Registration database
- Revenue reporting and credit card processing
- Pet Owner communication through email and text
- Digital signature collection and storage
- Document transfers between locations
- Application management
- Field services management

h) Experience with Animal Control

Both the Ottawa location and the Manhattan location work closely with city-employed animal control officers and law enforcement officers. Both locations allow these employees to have 24/7 access to the facility for purposes of impounding animals. PPAS is fortunate that the agencies tasked with enforcing animal-related city codes all make reasonable efforts to reunite lost pets, educate and support pet owners, and work with our organization to reduce unnecessary intakes. PPAS encourages these individuals to communicate openly how best our organization can support their efforts to divert intakes, including the provision of training, equipment and supplies. PPAS' in-house counsel is also available to provide guidance to the City when necessary to expedite judicial proceedings relating to animal cases.

Staffing

Staffing Plan

Small to medium-sized animal shelters face staffing challenges mostly due to a lack of scale. There is often not enough funding or volume of animals to justify large departments of specialized positions, yet due to the complexity of animals being housed on-site, there is a minimum amount of staff required to meet our organization's elevated standard of care. In our experience, personnel expenses can be appropriately managed by cross-training hourly positions. This has resulted in elimination of the separation of duties between animal care and customer service, decreased the need for redundancy (often results in discontinuing part-time and seasonal positions), and increased compensation for cross-trained employees, thus increasing employee retention and raising the performance of the team. While the learning curve is much longer for cross-trained employees, the investment pays off because the employees are more likely to remain with the organization due to the opportunities for advancement. A strong organizational culture, combined with high retention of staff, has contributed to the development of a well-trained team of

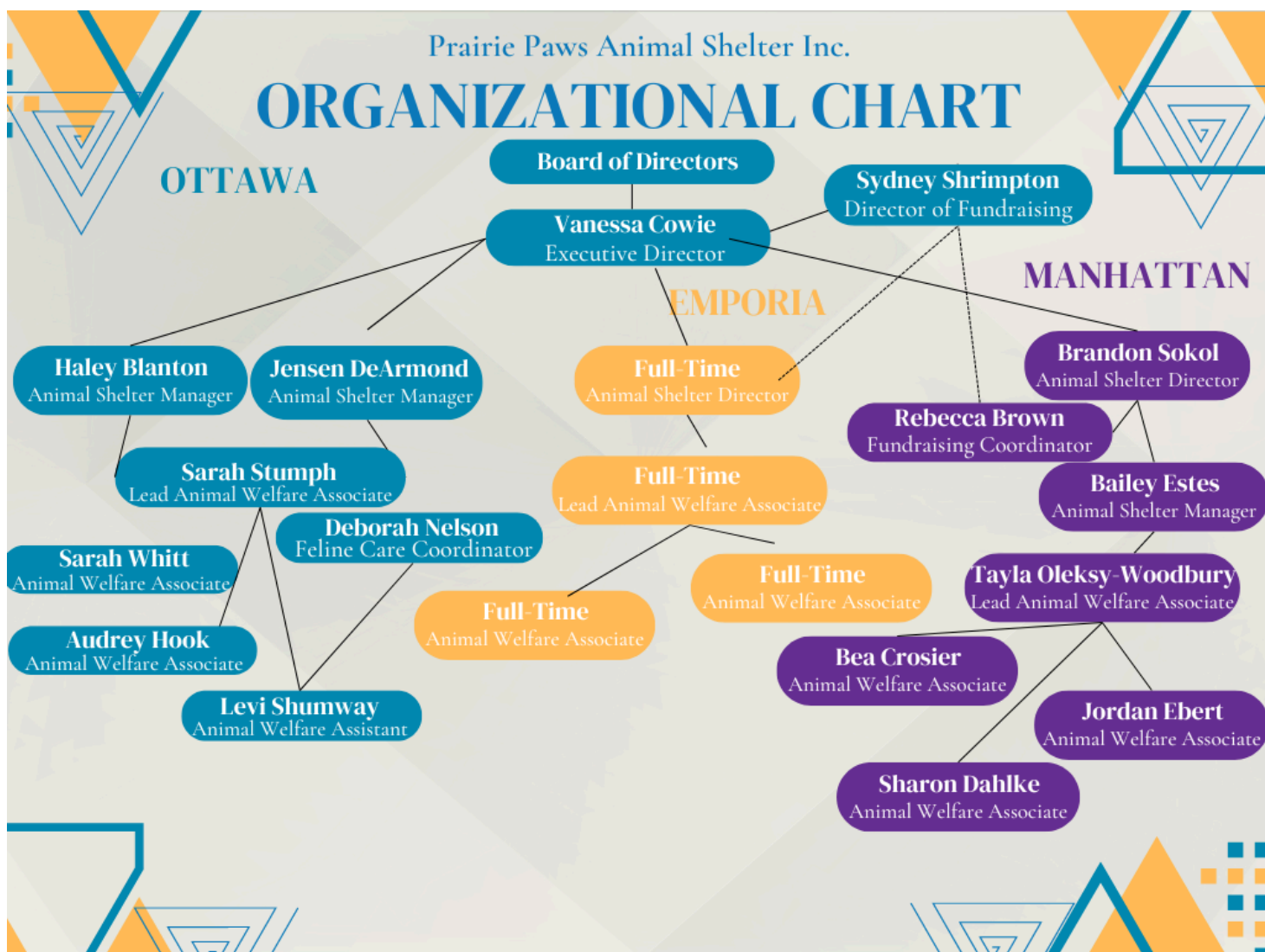
experienced and capable employees. The trustworthiness of our teams results in reliable community support, donor satisfaction, and mutually-beneficial relationships with local government partners.

Employees at PPAS are tasked with animal care and customer service, and as a team they care for the entirety of housed animals every day of the year, and serve the public. In addition to these duties they medicate and enrich the animals, operate the TNR programs, as well as the low-cost spay/neuter programs which currently run weekly. While the Manhattan team is mostly made up of new employees since the transition in December 2024, the average tenure of the Ottawa team is 5.8 years, and the range is 1-23 years.

While animal care and customer service are key functions of all animal shelters, employees dedicated to fundraising are necessary in the private model. These positions are necessary to fundraise beyond the scope of PPAS' government contracts which allows us to provide high quality services with increased lifesaving. In addition to soliciting for donations, the fundraising team is also entrusted with administrative tasks that help to support a lean team.

Each of these facets of our organization ensure sustainability for the community and are necessary for success. Valuing our employees and ensuring they are heard, while at the same time, supporting the work they do every day with fundraising efforts, protects the longevity of our organization.

A likely Organizational Chart for supporting the Emporia location is included below. Because there are fewer animals held, and hours are slightly different, there are less employees dedicated to animal care and customer service at the Emporia location. There is the addition of a fundraising role to assist the Director of Fundraising with the management of fundraising events and the establishment of a donor base in Emporia and Lyon County. In the first three years, we expect to increase supplemental funding to enhance customer service, have increased adoption hours, and add more community programs.



Volunteers & Fosters

PPAS uses volunteers to accomplish daily tasks like animal socialization, enrichment, and cleaning as well as assisting with events and adoptions. Across both locations there are over 130 active volunteers who provide close to 700 hours of work each month. Volunteers are permitted and encouraged to visit the shelter any time that staff are on-site (excluding public holidays). Currently existing volunteers are tasked with orienting and supporting new volunteers under the guidance of a volunteer handbook, but as the organization grows there is potential for paid volunteer coordinators. Volunteer foster homes also play a critical role in serving the most vulnerable animals in our care. Neonatal kittens require a tremendous amount of care that our foster homes provide. We have knowledge and experience to continue this program with foster homes local to Emporia. Additionally, animals with medical issues benefit from foster homes where they experience reduced stress and individualized care, leading to a more rapid recovery. PPAS is prepared to continue our foster home program to provide high quality care for animals served in Emporia.

b) Key Employees

Executive Director - Vanessa Cowie

Vanessa Cowie has long been recognized as a data-driven leader, motivated to engage in strategic programming in the animal welfare industry. Recognized two years consecutively as one of the top 35 leaders in animal welfare by the Petco Foundation, she has proven success in grant-writing, facility remodels, fundraising, shelter operations, and shelter medicine. Vanessa directed the municipal animal shelter in Salina, KS, for four years, and is in her fourth year of directing the Prairie Paws Animal Shelter. In her four years at Salina, Vanessa secured over \$400,000.00 in grant funding to remodel the facility, funded and constructed a three-acre public dog park, and was able to improve the programs to the extent of lowering the euthanasia rate from 30% to 7% without needing additional public funds. During her short tenure at PPAS, she has secured close to \$1m in grant funding, remodeled the facility, reduced organizational debt from \$266,551.30 to \$72,670.54 and added a \$160,000.00 interest-bearing reserve fund.



Manhattan Shelter Director - Brandon Sokol

Brandon Sokol is the hands-on leader at Prairie Paws Manhattan Animal Shelter, driven by a commitment to strategic programming and community pet health. With extensive experience in shelter operations and pet care, including 8 years at Petco, Brandon brings valuable knowledge of domestic and companion animals. Transitioning from retail to animal control in Salina, KS, he honed his skills as a humane officer for 3 years before joining Manhattan's T. Russell Reitz Animal Shelter in 2019. Now serving as the shelter director for over a year, Brandon leads a team of 6 animal welfare professionals serving the Manhattan area. Brandon and his team focuses on community outreach and education to make a positive impact on animal welfare.



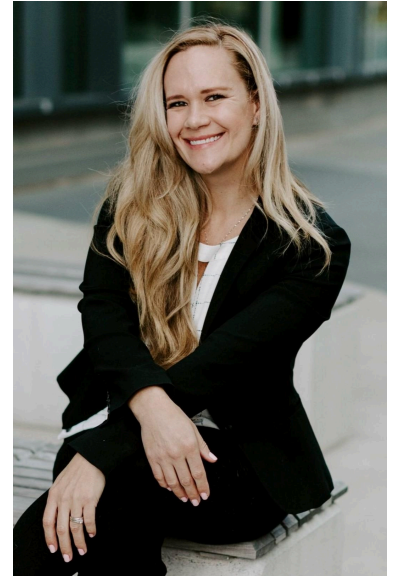
Director Of Fundraising - Sydney Shrimpton

Sydney Shrimpton is a versatile communications professional who draws upon a variety of skills and experience to accomplish fundraising goals. Leveraging creative and community-focused initiatives to raise money for PPAS, Sydney has built her fundraising aptitude from the ground up. Throughout her employment at PPAS, Sydney has put on a variety of successful events including golf tournaments, comedy nights, pickleball tournaments, and many meaningful community events. Most notably, she heads up PPAS' annual Gala in Ottawa, hosting 200 attendees and raising over \$60,000 with a single event. Sydney's commitment to the shelter has yielded undeniable results, with her efforts contributing to raising over \$175,000 for the shelter through various fundraising initiatives. Continuously advocating for the voiceless inhabitants of the shelter, Sydney works to ensure that every dollar raised makes a meaningful difference in the lives of animals in need.



In-House Counsel- Katie Barnett

Contributing to the specialized nature of our work is our in-house counsel, Katie Barnett. Ms. Barnett is the Chair of the Animal Law Committee of the American Bar Association, and has specialized in animal law and municipal law for over a decade. Her primary area of expertise is animal shelter law, with a specific knowledge of operations, policies, effective legislation, and governmental cooperative agreements. Ms. Barnett also prosecutes local dangerous dog and animal cruelty cases, and is often hired as a special prosecutor for state-level animal neglect and cruelty cases. With her knowledge, Ms. Barnett is able to liaise on animals held by PPAS to ensure swift disposition, as well as any government or policy issues. Having Ms. Barnett on our team adds value of efficiency of process, progressive sheltering knowledge, and ensures the relationship with the City of Emporia will be long lasting.



c) Personnel Onboarding

Ideally transfer of management would occur during a transition period of 8 weeks estimated to begin upon selection and approval to contract with the City of Emporia, and continuing through July 31, 2024. Beginning on or about June 2024, key employees from Prairie Paws and City shall meet as needed to discuss and confirm the transition period outlined below. In the interest of continued discussion, planning, and to benefit the public, City and Prairie Paws will make a good faith-based effort to meet mutually beneficial agreed upon obligations and milestones during all phases of this Transition Plan.

Week 1

- Team meeting with current vendor and animal control
- Publish job descriptions for positions on indeed and start collecting applications
- Execute agreements for software, printer/copier

Week 2

- Notify KDA, submit license application schedule inspection
- Contact sign company to schedule updated signage
- Order rabies tags
- Design introductory mail campaign

Week 3

- Schedule interviews, and reserve a location to hold them
- Buy computers, microchip scanners etc
- Submit adjusted budget to accountant

Week 4

- Conduct interviews for positions
- Configure software and prepare forms

- Contact vendors to set up ship to address (Hill's, Midwest Vet Supply, Wedgewood)

Week 5

- Offer positions to employees
- Order uniforms, business cards, and credit card
- Submit start service for electricity

Week 6

- Configure email addresses
- Configure employee scheduling software

Week 7

- Launch facebook page, make 1st post, schedule daily posts for 7 days
- Configure website to include Emporia pages

Week 8

- Install sign graphics
- Mail campaign
- Provide uniforms to employees
- Finish configuring software

August 1st

- Employee start date
- Train staff on software
- Train on depositing cash & checks, ensure checks are made out to Prairie Paws Animal Shelter
- Inspect facility pursuant to agreement
- Train on payroll/scheduling
- Make configurations and train staff for post-adoption behavior support
- Configure: Apple maps, Google maps
- Ensure fire extinguishers are inspected
- Join the Chamber of Commerce

d) Sub-Contractors

- Animal Health Center Home Care
- Bruce Veterinary Services

Budget Proposals

The cost for Prairie Paws to operate the Emporia animal shelter:

- PPAS proposes a 3 year agreement
- For the remainder of 2024 is \$12,900 per month beginning August 1st 2024 (**Exhibit 5: 2024 Emporia Budget**), with an annual escalation of 2%.

- For 2025 is \$157,896.00 annually paid in monthly installments (**Exhibit 6: 2025 Emporia Budget**)
- The transition cost will be a one-time fee of \$3,533.30 to be paid in September 2024

Description	Cost
Computers, Tablets & Hardware	\$1,400.00
KDA License fee	\$333.30
New Sign	\$500.00
Legal & Admin	\$1,000.00
Uniforms	\$300.00
	\$3,533.30

a) 3-year budget proposal with proposed fee schedule

Year	Annual Fee	Monthly Fee
2024	\$64,500.00	\$12,900.00
2025	\$157,896.00	\$13,158.00
2026	\$161,054.00	\$13,421.16

c) Provide costs for staffing plan

The following is a compensation estimate. Those currently employed will be interviewed for and offered these positions. All employees are offered enrollment in a 3% matching Simple IRA plan, as well as \$200/month towards BCBSKS Health Insurance.

Job Title	PPAS Proposed Annual	Gross Per Pay Period
Facility Director Exempt	\$50,000.00	\$1,923.08
5% of PPAS ED Salary	\$4,400.00	\$169.23
5% of Director of Fundraising Salary	\$2,500.00	\$96.15
Lead Animal Welfare Associate	\$33,280.00	\$1,280.00
Animal Welfare Associate (2)	\$58,240.00	\$2,240.00
		\$5,708.46

d) Other funding sources

At an organizational level PPAS receives funding from the following main sources:

- Government Contracts
- Donations and grants
- Program Revenue
- Interest from Investments
- Disbursements from trusts & foundations

Lowering the cost to taxpayers in the future is possible if:

- A strong donor base can be established in the area
- Expenses can be reduced
- Revenue streams can be strengthened

Budget and Cost Methodology

The methodology used for the budget estimation was the PPAS current budget, compared and contrasted with other Midwest private animal shelter budgets and services, and an estimate on per capita spending on animal services for the city of Emporia. Building maintenance and capital improvements are dependent on the language negotiated in the lease agreement. PPAS has a modest budget of \$2,100 for annual repairs and maintenance. A capital improvement line item is desired and consideration of such would be made during contract negotiations.

b) Cost - basis for Staff

Our organization is experienced in recruiting, training and retaining employees in this industry. Competitive wages & comprehensive benefits are necessary in building a strong team of experienced and qualified professionals. We feel the staffing plan costs shared above reflect appropriate wages for these positions in this community.

c) Per-animal cost - basis

Using projections, because actual data was unavailable It is expected to cost \$246,330.67 to shelter and process an anticipated volume of 600 animals in 2025. The proposed fee of \$157,896.00 to the City represents 64.1% of the total cost of providing this service. The following table outlines the cost per animal for Emporia at the proposed fee compared to our other locations.

	Emporia	Ottawa	Manhattan
Total Cost/Animal	\$410.55	\$751.79	\$729.30
Cost/Animal Publicly Funded	\$263.16	\$112.55	\$539.04

d) Cost - basis subsequent years

The basis for the annual escalation reflects market adjustments for inflation, cost of goods, and ensures competitive compensation for staff.

Forward-Facing Fee Schedule

If adoption fees and reclaim fees are determined to be too high and limit the number of animals that can be served, fees may be lowered.

PPAS opposes a minimum adoption fee for animals and desires flexibility on adoption fees that are not codified. Fee-waived adoptions are an opportunity to shorten the length of stay for animals at the shelter and bring attention to animals that have been at the shelter longer. The ability to participate in these nationwide, grant-funded, events has given animals at PPAS a quicker

opportunity for a positive outcome, while building trust and a positive reputation with national foundations organizing these events. Outside the scope of events, if an animal is experiencing a longer length of stay, PPAS would like the opportunity to waive the adoption fee to encourage a positive outcome.

Adoptions	
Puppies < 4 months	\$225.00
Dogs 4 months to 7 years	\$100.00
Dogs > 7 years	\$35.00
Cats < 6 months	\$75.00
cats 6 months to 7 years	\$55.00
Cats > 7 years	\$25.00
2 kittens under 6 months	\$100.00
Microchips	
At the time of reclaim/adoption	\$0.00
Per pet	\$10.00
Reclaim Fees	
Admin Fee/Impoundment fee per pet	\$25.00
Boarding Fee per night	\$10.00
Medical Intake Fee per vaccinated pet	\$15.00
Low-Cost Spay/Neuter	
Dogs	\$120.00
Cats	\$80.00
Surrender Fees	
Residents of City of Emporia	\$0.00
Residents out of City of Emporia	\$80.00

Comments & Objections

Additional Functions

With additional information PPAS would be open to supporting these additional functions, but they are not currently included in this proposal:

1. Disposal of DOA
2. Cremation drop off/pick up services for the public
3. The temporary housing/rehabilitation of species other than dogs and cats
4. Animal Control/Field Services

Ordinance Comments

PPAS requests further discussion on the following City ordinances, as it relates to the operation of the animal shelter:

- 6-11 Impoundment, Euthanasia & Sterilization
- 6-22 Running at Large
- 6-23 Impoundment and Redemption of Animals

- 6-25 Dog or Cat Bites and Quarantines
- Division 2: Registration and Licensing

Attachments

Exhibit 1: Example Monthly Impact Report for the Manhattan Location

Exhibit 2 Letters of Reference:

a: Franklin County

b: K-State University

c: The City of Ottawa

d: The City of Manhattan

Exhibit 3: Veterinarian Protocols & Procedures

Exhibit 4: Personnel Policy

Exhibit 5: Overseeing Veterinarian's License

Exhibit 6: 2024 Emporia Budget by month

Exhibit 7: 2025 Emporia Budget by month

Exhibit 8: Standard Operating Procedures

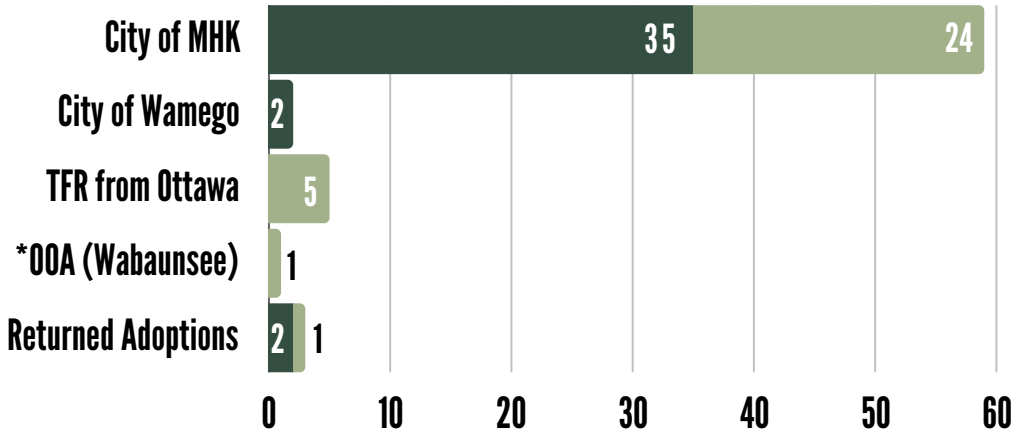


HIGHLIGHTS:

**ESTABLISHED A SHELTER MANAGER POSITION
LAUNCHED THE SORENSEN SCHOLARSHIP IN MEMORY
OF GEORGIA SORENSEN
HELD A SECOND LOW-COST SPAY/NEUTER CLINIC
PROVIDED SHELTER DOGS TO SUPPORT ASAR TRAINING
HELD 2 FREE VACCINE/MICROCHIP CLINICS**

MARCH INTAKES

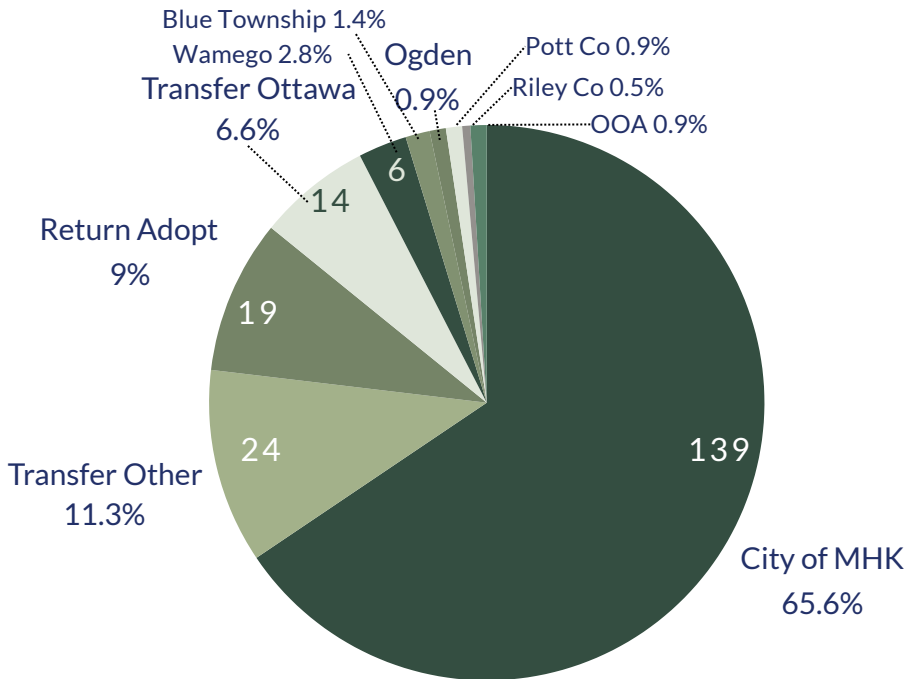
Dogs Cats



	Mar 2024	YTD 2024
Dogs	39	80
Cats	31	99
Other	0	1
Total	70	212

Total number of animals that entered the Manhattan facility in the month of March.

YTD INTAKES



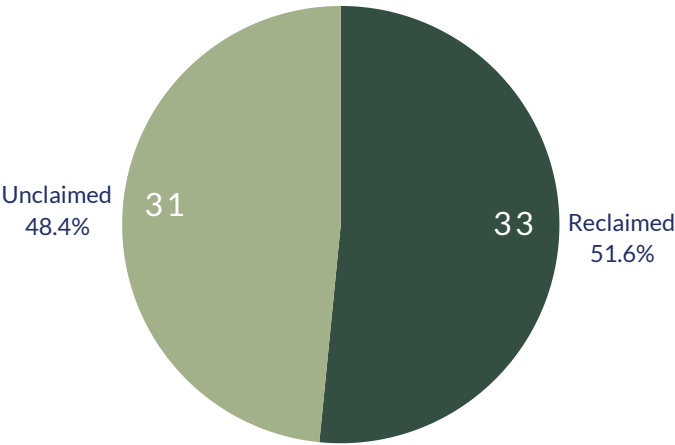
The number of intakes initiating from Manhattan has increased in an attempt to shorten wait times for relinquishments. Additionally, cats participating in the TNR program are included in Manhattan intakes.

ANIMALS ORIGINATING FROM THE CITY OF MANHATTAN

	Dogs			Cats			Pocket Pets	Total
	Stray	Surrender	Bite Q	Stray	Surrender	TNR	Surrender	
Jan 2024	12	9	1	4	7	0	0	33
Feb 2024	20	3	1	5	14	3	1	47
Mar 2024	22	13	0	0	18	6	0	59
YTD	54	25	2	9	39	9	1	139

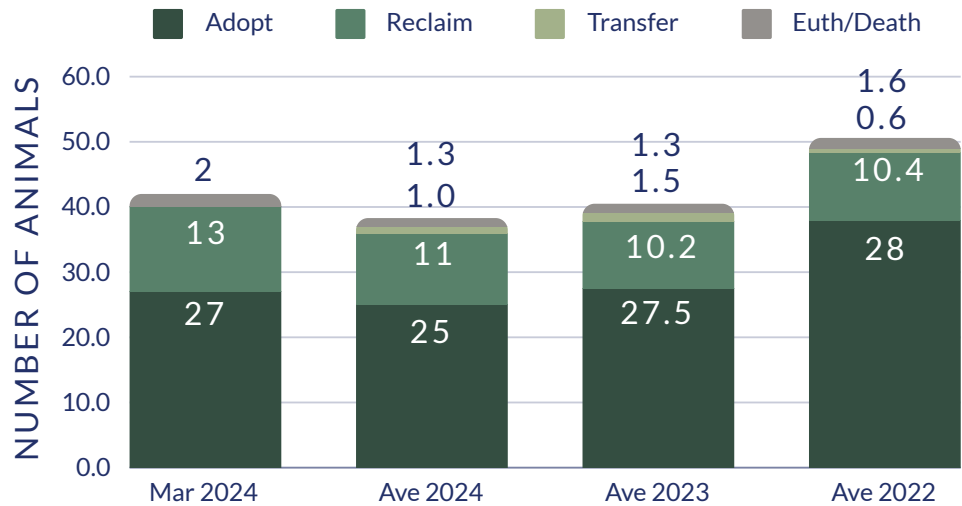
YTD 2024 STRAY DOG RECLAIM RATE

The number of dogs impounded for running loose that are reclaimed by their owners has increased but continues to be low.



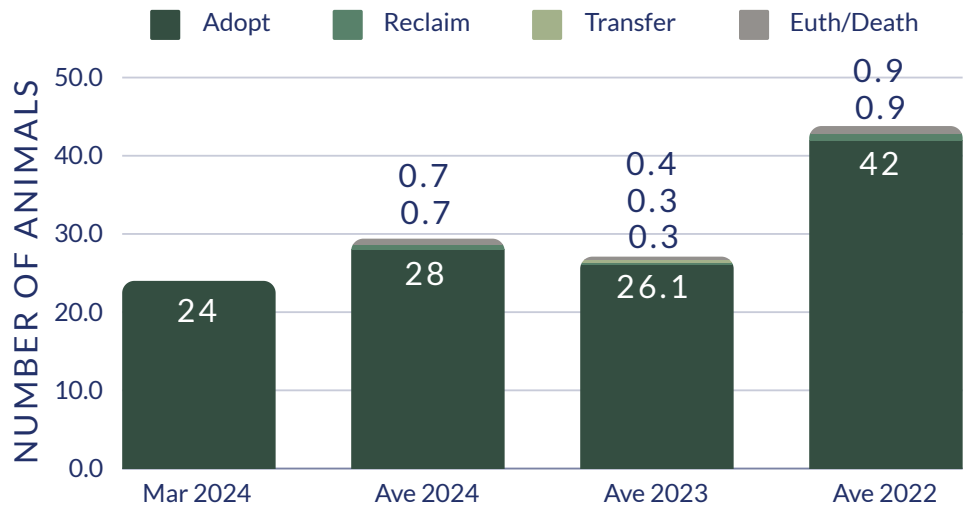
DOG OUTCOMES

Dog adoptions have increased at both Prairie Paws' locations which has helped to address waitlisting issues in both communities.

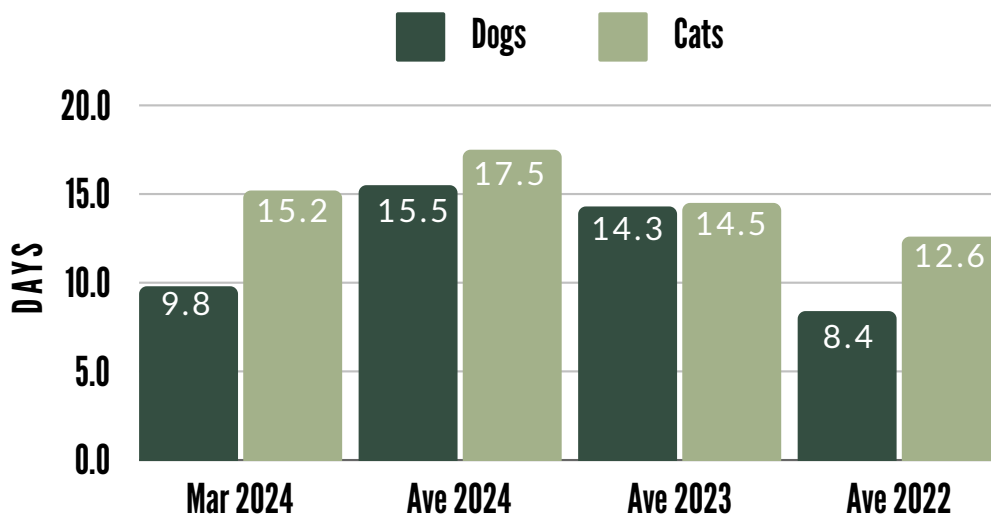


CAT OUTCOMES

Cat adoptions are higher than dog adoptions YTD.



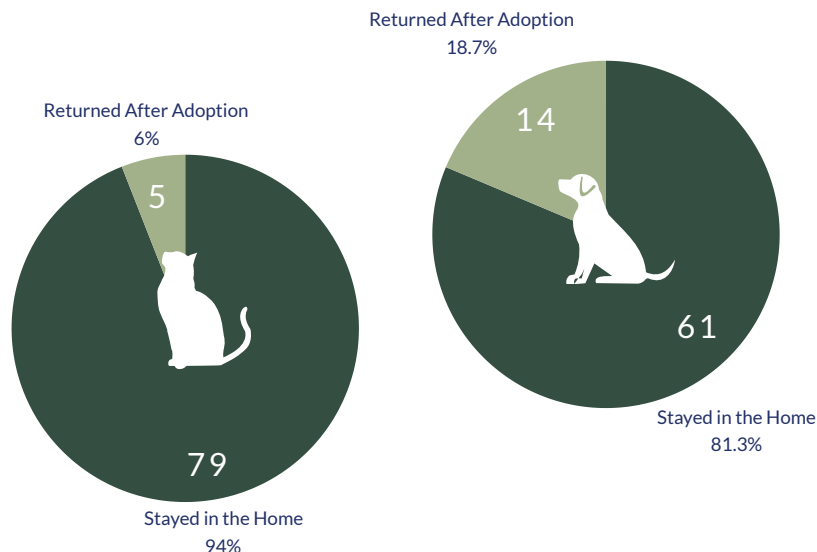
LENGTH OF STAY



March was an excellent month for moving animals out of the facility quickly, especially for dogs.

YEAR TO DATE ADOPTION RETURN RATE

Generally a low return rate is positive and for the first time in 2024 the return rate across both species is less than 15%.



OTHER MEASURABLES

KPI	YTD 2024
Live Release Rate	97.0%
Volunteer Program	411 Hours 62 Active Volunteers
Pet Licenses Sold	115 dogs, 42 cats
Intake Exceptions (Residents of MHK)	2 dogs for aggression
Community Events	3 Free Vaccine/Microchip Clinic 2 Low-Cost Spay/Neuter Clinic
Unaltered Pets Adopted with Vouchers	0
Pets served with free vaccines/microchips	369
Pets served with low-cost spay/neuter	37
Cats spayed/neutered through TNR (MHK only)	9

UPCOMING EVENTS

PICKLE PAW

The Outdoor Recreation and Event Development Class at Kansas State University along with MHK Parks and Rec and Praire Paws are hosting an event!

WHAT?

The class is hosting a pickle ball tournament along with an adoption event!

WHY?

Our main goal is to reach the college student body. This can also be used as a fun family and communtiy opportunity!



WHEN?

Saturday, April
27, 2024

WHERE?

City Park, located at
Poyntz Avenue and
11th Street.

**WE WOULDN'T BE ABLE TO DO ANY OF THIS WITHOUT THE
AWESOME SUPPORT FOR OUR SPONSORS AND
SUPPORTERS! BE ON THE LOOKOUT FOR MORE
INFORMATION COMING SOON!**



Questions? Go to MHK Parks and Recs Website! <https://mhkprd.com>



Franklin
COUNTY KANSAS
EST. 1855

Colt Waymire | District 1
Rod Harris | District 2
Roy Dunn | District 3
Ianne Dickinson | District 4
Don Stottlemire | District 5

City of Emporia
104 E 5th Ave
PO Box 928
Emporia, KS, 66801

April 1st 2024

Re: Letter of Reference for Prairie Paws Animal Shelter Inc

To Whom It May Concern:

Franklin County is pleased to recommend Prairie Paws as a provider of affordable, high-quality animal sheltering services. We agree that a regional approach to animal sheltering is the future and will result in a good outcome for the taxpayer, the shelter customer and animal welfare. Sharing administrative and overhead costs creates an economy of scale that communities our size struggle to find.

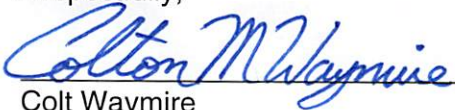
We support the leadership of Prairie Paws, as it relates to their professionalism and their ability and capacity to provide high-quality services to our communities.

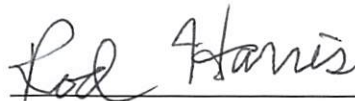
We are also in support of animal shelters being privatized rather than municipally operated, because private 501(c)(3) organizations are better positioned to receive donated funds and grants, allowing them to provide services at an overall lower cost to taxpayers. This also allows them to be more flexible with personnel-management resulting in the ability to be more responsive to hiring challenges and retention strategies.

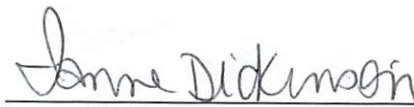
For more than 80 years, Prairie Paws has been a staple in our County. They are leading the way in creating a compassionate, safe community for pets and people through programs, services, and resources - making them an invaluable asset to our community and citizens.

We are happy to recommend Prairie Paws to you, and trust that your experience with them will be positive.

Respectfully,


Colt Waymire
Franklin County Commissioner Chair


Rod Harris
Franklin County Commissioner Vice Chair


Ianne Dickinson
Franklin County Commissioner


Donald Stottlemire
Franklin County Commissioner


Roy Dunn
Franklin County Commissioner

April 7th, 2024

City of Emporia
104 E 5th St
Emporia, KS 66801

Re: Letter of Reference for Prairie Paws

To Whom It May Concern

I am writing this letter to highly recommend and express my full support for Prairie Paws Animal Shelter Inc to operate the Emporia Animal Shelter. As a previous animal shelter manager with more than 15 years experience, and now instructor of shelter medicine at a college of veterinary medicine, I'm an enthusiastic advocate for a regional approach to animal sheltering. Through my work, I have had the privilege of closely observing the exceptional work done by Prairie Paws and their leadership over 8 years.

Prairie Paws has demonstrated an unwavering commitment to animal well-being and has consistently gone above and beyond in providing outstanding care, rescue, and rehabilitation services for the animals in our area. Their staff members and volunteers possess a deep passion for animal welfare, coupled with a strong sense of responsibility and compassion.

Furthermore, Prairie Paws has actively engaged in community outreach programs, educating residents on responsible pet ownership, promoting spaying/neutering, and raising awareness about the importance of vaccinations and routine veterinary care. These efforts have significantly contributed to a more compassionate and educated community.

From my personal experiences, I have witnessed the professionalism and integrity with which Prairie Paws operates. Their facilities are well-maintained and equipped with modern infrastructure, providing a safe and comfortable environment for the animals under their care. Their dedicated team ensures that each animal receives proper medical attention, nourishment, exercise, and socialization.

With their expertise and proven track record, I firmly believe that entrusting Prairie Paws with the services related to animal welfare would result in numerous benefits for our community. They have the necessary resources, experience, and organizational structure to efficiently handle tasks such as animal control, shelter management, adoptions, and community outreach. By allowing them to provide these services, we can ensure a more streamlined and effective approach towards animal welfare.

In conclusion, I wholeheartedly recommend Prairie Paws for this partnership. Their unwavering commitment, compassion, and expertise make them the ideal candidate for this important responsibility. I have no doubt that they will exceed all expectations and continue to make a positive impact on the lives of animals and our community as a whole.

Please feel free to reach out to me if you require any further information or have any questions. Thank you for considering my recommendation, and I look forward to witnessing the transformative impact that Prairie Paws will bring to your community.

Yours sincerely,

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City of Emporia
104 E 5th Ave
Emporia, KS,
66801



April 24th 2024

To whom it may concern,

As a City Commissioner for City of Ottawa KS, I am writing to express my enthusiastic support for the potential partnership between Prairie Paws Animal Shelter and the City of Emporia to operate your animal shelter facility and its programs. As an elected official, I am acutely aware of the challenges that local governments face in providing high-quality care, shelter, and adoption services for homeless animals. Prairie Paws has a long-standing reputation for its dedication to animal welfare, public safety and its commitment to finding forever homes for countless animals in need. More importantly Prairie Paws is experienced in sourcing private funds to help subsidize the increasing cost of providing these services. If it weren't for the leadership and board of Prairie Paws, our community would not be so fortunate to have a truly exceptional animal shelter serving us.

This partnership is not only beneficial for the City of Emporia, but also for Prairie Paws who has a growth-oriented approach for a fiscally responsible future. By partnering with Prairie Paws, I have no doubt you will see an improvement in services, but you will also be supporting a regional non-profit as they continue to achieve scale. By supporting Prairie Paws in this endeavor, we are investing in the well-being of both our animal residents and our human residents.

I highly recommend Prairie Paws for these services and urge you to strongly consider the proposal they have prepared.

Sincerely,

<i>Zachary Clayton</i>	dotloop verified 04/30/24 1:56 PM EDT GCYN-OELQ-6WE6-XULL
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Zachary Clayton
City Commissioner
Ottawa KS



City Manager's Office

4/30/2024

Prairie Paws Animal Shelter
3173 HWY K 68
Ottawa, KS 66067

To Whom it May Concern:

The City of Manhattan has worked with Prairie Paws Animal Shelter (PPAS) to operate the T. Russell Reitz Animal Shelter since September 2023. PPAS assumed full operation of the facility on December 24, 2023. Since that time, PPAS has delivered services as expected under our agreement. Public opinion about their services appears to be generally positive. Vanessa Cowie has been responsive to requests for information throughout the transition and operational period, and she ensures the local team is prioritizing the needs of our community. We look forward to our continued relationship with PPAS as they seek to expand services in our immediate area and the region.

Sincerely,

A handwritten signature in black ink, appearing to read "Wyatt Thompson", with a stylized flourish at the end.

Wyatt Thompson
Assistant City Manager

Exhibit 3: Veterinary Protocols

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LIMITING TRANSMISSION OF DISEASE

Because many shelter animals have not received prior benefit of routine preventive health care, and they're exposed to increased stress, they are at an elevated risk of developing disease in a shelter environment. We vaccinate upon entry to limit widespread disease in the population and protect each individual animal as much as possible, but vaccines are not a guarantee against infection. Disease can be transmitted in several ways, and we must work diligently to prevent transmission as much as possible.

The 5 main modes of disease transmission are:

- Direct contact (one animal to another, such as nose to nose)
- Fomite (indirect) transmission (germ transmission on an inanimate object, such as a mop, hand, shirt)
- Aerosol (in the air, such as via a fan)
- Droplet (sneezing, coughing, less than 1 meter distance transmission)
- Vector (via a flea, mouse, mosquito, tick)

Common diseases seen in shelter environments include: feline upper respiratory infection and canine infectious upper respiratory disease (kennel cough). These are spread mainly through aerosol, droplet transmission and through fomite transmission, such as via the hands, feet, and even on clothing of staff and volunteers. For this reason, please wash your hands (use hand sanitizer) between handling each animal and/or wear disposable gloves. Sanitizer bottles and dispensers are located throughout the kennel area. You do not have to sanitize your hands between the mother and puppies or kittens in a litter, but you must do so before you interact with another dog or cat. Other diseases, such as parvovirus in dogs and panleukopenia (the cat form of parvo virus), are spread mainly through fomite transmission of bodily secretions, such as vomit and feces. These viruses are very environmentally hardy and can be difficult to eradicate from the shelter environment if proper sanitation procedures are not in place. Staff

or volunteers who observe animals exhibiting any signs of illness (such as diarrhea, vomiting, sneezing, coughing, nasal discharge etc.) should immediately notify the kennel supervisor or manager.

Every-day Practices that Help Prevent Spread of Disease:

- Report any animal that appears sick to the kennel supervisor or the manager immediately.
- Wash your hands between animals.
- Do not let animals housed apart interact or touch noses.
- Immediately pick up all feces once a dog has defecated on the grounds.
- After picking up feces, wash and then disinfect any cement or solid surface.
- Any time you disinfect, rinse or wipe the area thoroughly.
- Wash the laundry and dishes according to the posted written protocol.
- Don't keep dirty dishes lying around – take them to the dirty dish bin quickly.
- Change trash liners on a regular basis; don't let the trash receptacles overflow.
- Sanitize equipment such as coaxing sticks between cats; disinfect control poles and pooper scoopers between use.

FELV/FIV TESTING

Only high-risk cats (history of exposure to FIV or FeLV, clinical signs of auto-immune dysfunction) 6 months of age or older should be tested. Only SNAP FeLV/FIV combo tests are to be used. Target-testing is the recommended approach due to limited resources, a low risk of transmission in a shelter environment and inaccurate test results, but also to avoid the unnecessary euthanasia of otherwise-healthy cats. Additionally directing adopters to test post-adoption encourages a relationship with a veterinarian.

Positive FIV: If positive for FIV, they should be kept in a single cat kennel (may be in a multi kennel room- not isolation). These cats should be monitored for signs of illness or disease as they are susceptible to secondary infections. A veterinarian should be consulted for guidance on vaccinations. The cat should be kept on an anti-parasiticide and dewormed. FIV positive cats may be adopted out, however the owner should be counseled on the possibility of their other cats becoming infected. They should monitor for fighting or biting and gradually introduce a new cat into the household to prevent fighting. FIV positive cats should remain indoors, and require regular veterinary checkups.

Positive FeLV: If positive for FeLV, a veterinarian should be contacted to submit a secondary test (IFA testing). Cats that are FeLV positive should be kept in single cat kennel housing (may be in a multi kennel room- not isolation). Current statute prohibits transfer and adoption for FeLV cats; the only lawful outcomes are euthanasia or reclaim in Kansas.

Information for adopters/local veterinarians: If a cat has been tested for FIV/FeLV, the results of that test will be on the complete medical history that is provided to the adopter.

- **FIV Negative Cats:** Your cat has been tested for Feline Leukemia (FeLV) and Feline Immunodeficiency Virus (FIV). At the time of testing, your cat was FIV and FeLV negative, however there are some forms of these viruses that are unable to be detected on initial testing. After adoption, we recommend establishing care with a primary care veterinarian as soon as

possible and discussing FeLV and FIV testing. Your veterinarian may recommend re-testing your cat to ensure accurate results. In addition, we recommend keeping your newly adopted cat separated from any existing cats in the household until your initial veterinary visit or until your veterinarian recommends allowing the cats to interact.

- **FIV Positive Cats:** Feline Immunodeficiency virus, or FIV, is one of the most common infectious diseases of cats. This disease is similar to Human immunodeficiency virus (HIV) in humans. This virus is most commonly spread through deep bite wounds that may have occurred during fighting. Friendly contact with other cats such as grooming, sharing food bowls, or snuggling is unlikely to spread the virus. Humans are not susceptible to FIV infection. Once infected with the virus, a cat will remain infected for life. Many cats are able to live long lives with this disease with the support of regular veterinary care. This virus attacks the immune system of the cat, leaving them vulnerable to many other infections. Your veterinarian may recommend more frequent veterinary visits to monitor their health. In addition, your veterinarian may have recommendations on vaccinations. Your cat should be kept strictly indoors in order to prevent transmission of the virus to other cats as well as protect them from disease and injury as their immune system is compromised.

TREATMENT PROTOCOLS

It is critical that we evaluate the animals in our care daily for all signs of illness. These protocols are intended to provide guidance to staff on the most commonly observed illnesses in shelters and how to treat them.

External & Intestinal Parasites

PPAS recently moved away from fecal testing every animal at intake, in lieu of broad spectrum parasite control administered at intake combined with observation and ongoing treatment of parasites.

Parasite Control at Intake

Species	Protocol	Reason
Cats	Pyrantel pamoate 0.2ml/lb orally to all cats over 2 weeks old. Repeat every 2 weeks until kittens are 20 weeks or outcome is achieved. If cats are over 20 weeks at intake then only 2 treatments 2 weeks apart is needed.	To treat hookworms and roundworms.
	Revolution 0.05ml/lb topically at intake and again every 30 days until outcome is achieved	To treat and prevent fleas, mites and heartworm.
	Praziquantal administered if there is heavy flea burden or	To treat tapeworm infections

	tapeworm segments are observed.	
Dogs	Advantage Multi 0.05ml/lb topically	To treat roundworms, hookworms, whipworms, fleas and to prevent heartworm disease
	Praziquantal administered if there is heavy flea burden or tapeworm segments are observed.	To treat tapeworm infections

Diarrhea

Cats

Diarrhea in kittens is very serious and can cause dehydration and death especially when combined with loss of appetite, lethargy, vomiting and weight loss. If diarrhea is present with other symptoms of panleukopenia a parvovirus SNAP test is performed to rule it out. If positive, ensure the cat is isolated from other healthy cats. If negative, treat as follows:

- Probiotic (Fortiflora SID x5d or Visbiome SID x 5d or Benebac SID x 5days).
- Sub-Q Fluids if dehydrated
- Vitamin supplementation with NutriCal kitten
- Panacur 50mg/kg PO SID x 5 days
- Whenever possible, kittens/puppies should be bathed after the first or second day of treatment. Kennels and bedding should be cleaned whenever soiled to prevent re-infection.
- Weigh daily

If there is no improvement after 3 days of treatment, or if additional symptoms are seen (i.e. weight loss, vomiting), kittens/puppies should be evaluated by a DVM.

Dogs

Diarrhea in puppies is very serious and can cause dehydration and death especially when combined with loss of appetite, lethargy, vomiting and weight loss. If diarrhea is present with other symptoms of parvovirus a SNAP test is performed to rule it out. If positive, follow Parvovirus Protocol. If negative, rule out parasites, diet change and stress. Consider treating with probiotics, albion or metronidazole under the guidance of a DVM. If there is no improvement after 3 days of treatment, or if additional symptoms are seen (i.e. weight loss, vomiting), puppies should be evaluated by a DVM.

Heartworm

Heartworm disease: Is caused by the parasite *Dirofilaria immitis* that is transmitted by mosquitoes. The larval stage is transmitted to a dog (or cat) via mosquito bite, and over the next 6 months, those larvae will develop into adult worms that live in the pulmonary vasculature and heart of dogs (and cats). All

dogs over 6 months of age are heartworm antigen tested prior to adoption and again six months later, then annually. All dogs over 7 weeks old and over 3 pounds in weight should be treated with Advantage Multi on intake and then retreated monthly.

Treatment for Heartworm Positive Dogs

1. Start Doxycycline 4.5mg/lb BID x 28 days.
2. Retreat with Advantage multi & Perform Melarsomine (Diroban) injection #1:
 - a. Only draw up 2ml of diluent to reconstitute; Diroban product typically has extra diluent.
 - b. Date the bottle after mixing and refrigerate the unused portion.
 - c. Discard after ~24 hours.
 - d. Select needle size based in dog weight:
 1. <15 lbs: 25g ¾" needle
 2. 15-25 lbs: 22g 1" needle, or use 1.5" but do not insert all the way to hub
 3. > 25 lbs: 22g 1.5" needle
 - e. Dose 1.1mg/lb
 - f. Change needle after drawing from bottle
 - g. Injection Location; Deep intramuscular injection in the RIGHT lumbar epaxial muscle
3. Following Diroban Injections administer Prednisone 0.2mg/lb PO BID x 7 days, SID x 7 days, EOD x 7 doses & Gabapentin 4.5-9mg/lb PO BID x 3 days.
4. Then administer Melarsomine (Diroban) injection number 2
5. Administer prednisone and gabapentin while restricting activity for 4 weeks
6. Administer Melarsomine (Diroban) injection number 3 the day after Melarsomine injection number 2
7. Re-test 6-9 months after injection number 3 (If positive at 6 months, wait until 9 months post-treatment and retest. If still positive at 9 months, consult a veterinarian.)

For dogs that have difficulty with activity restriction, trazodone may be used to reduce anxiety during the restriction period. Dose range: 2.2mg/lb to 9mg/lb BID. Start at the low end of the range and increase as needed; not uncommonly, dogs may develop a tolerance and dose will need to be increased over time. For dogs difficult to handle for melarsomine injections, administer oral high-dose medication 30-60 minutes prior to injection. Trazodone 6.8-9mg/lb PO once, Gabapentin 9-13.6mg/b PO once.

Canine Infectious Respiratory Disease (CIRD)

Typically mild, self-limiting and resolve with supportive care but severe infection can sometimes be seen especially in younger and immunocompromised animals. Clinical signs are similar to the common cold in humans and may include sneezing, nasal or eye discharge and sometimes lower respiratory and/or systemic disease.

Diagnosis:

The cause of CIRD can not be made based on only clinical signs in a single dog. The pattern of affected animals and severity of signs can help provide a clue to the likely pathogen while submitting a PCR test can give an exact cause. Distinctive clinical signs such as neurologic signs in a single animal can provide a clue that the mild clinical signs in other animals may still be caused by distemper. But it is less likely distemper if many dogs are affected and none are showing characteristic neurologic signs. If there is an atypical course or a suspicion that a more virulent pathogen is a cause (such as influenza, distemper or streptococcus zooepidemicus), the most critical management goal is to recognize treatment failure and diagnosing the exact pathogen as quickly as possible. Therefore, submitting PCR or other diagnostic testing is important and indicated based on the veterinarian's recommendations. With worsening signs and inability to manage the disease course in a particular animal, euthanasia may be indicated.

Examples of patterns:

- Distemper is unlikely in fully vaccinated dogs over 4 months old
- Influenza is likely in a high percentage of exposed animal regardless age or vaccine status

Prevention of CIRD:

Vaccination on intake and administering booster vaccines appropriately, stress reduction, decreasing crowding, effective sanitation and good air quality is important to help prevent the spread of CIRD. Crowding is a huge risk factor for severe respiratory disease outbreaks. Reducing the length of stay is one of the biggest ways to decrease and prevent CIRD.

Note on vaccination: there are no vaccines available for some of the pathogens that can cause CIRD. Some of the vaccines are used to decrease the clinical signs of CIRD but not prevent it. In spite of some of these limitations, vaccination still plays a role in controlling CIRD. This is especially the case with distemper due to vaccination almost entirely preventing disease.

Vaccine Protocol for CIRD:

DA2PP: On intake, every dog (over 4 weeks of age) should receive a subcutaneous modified live DA2PP which covers distemper, adenovirus-2, parvovirus and parainfluenza virus. This vaccine is boosted 2 weeks later in adult animals. Any puppy that is under 20 weeks of age but older than 4 weeks of age should receive these vaccines every 2 weeks until they reach 20 weeks of age due to the possible interference of maternal antibodies.

Bordetella: On intake, every animal (over 2 weeks of age) mucosal modified live, intranasal Bordetella vaccine. Mucosal vaccines for Bordetella provide a more rapid onset of protection (some protection in a day or so after a single dose). Puppies less than 6 weeks old should be revaccinated at 6 weeks. If the length of stay is more than 6 months, an animal should be revaccinated in 6 months.

Environmental Decontamination:

Along with reduced crowding and shortened length of stay, adequate sanitation protocols and prompt recognition of suspect CIRD is important in managing CIRD. The causes of CIRD can survive in the

environment for a few hours to weeks to months depending on the pathogen. Utilizing Rescue at 1:16 will disinfect the environment appropriately. Disinfectant should be applied via sprayer instead of a mop and bucket as those will be quickly contaminated. Mildly affected animals will play a substantial role in maintaining CIRD in an environment so it is important to detect suspect cases and isolate those animals in addition to adequately disinfecting the environment.

Isolation of Suspected or Confirmed CIRD:

Staff and volunteers are expected to report symptoms of CIRD to the Executive Director, including sneeze marks on kennel walls, nasal or eye discharge prior to walking, cleaning or otherwise interacting with the animal. As soon as the animal is identified, it will be immediately moved to isolation which has separate air flow due. All surfaces and items the animals came into contact with should be immediately cleaned and then disinfected. This includes floors, carriers, toys, countertops, clothes, bedding etc.

Treatment:

Generally it is based on symptoms and is supportive in nature. Animals in a foster home may not require antibiotics but an animal in the shelter with more stress and environmental pressure may require antibiotics. Doxycycline is the antibiotic of choice usually due to effectiveness on specifically treating *Mycoplasma* spp. (not all antibiotics are effective for mycoplasma) and most of the other bacterial causes. If an animal does not respond to doxycycline or worsens during the treatment protocol, that animal should be seen by a veterinarian for further recommendations.

Treatment consists of:

1. Doxycycline Dosing: 4.5 mg/lb by mouth every 24 hours for 10 days
2. Supportive Care:
 - a. Maintain appropriate nutrition and hydration
 - b. Minimize excitement (reduce barking triggers)
 - c. Walk with a harness to prevent irritation of the throat
3. Monitor the dog for changes in clinical signs. This will ensure prompt moving of the animal into or out of isolation as necessary.

Feline Upper Respiratory Infection (URI)

Feline upper respiratory infection (URI) is the common term for a respiratory infection caused by one or more viral or bacterial agents. The most common viruses that cause upper respiratory infections in cats are feline herpesvirus type-1 (also known as feline viral rhinotracheitis or FVR) and feline calicivirus (FCV), while the most common bacteria that cause upper respiratory infections in cats are *Bordetella bronchiseptica* (*B. bronchiseptica*) and *Chlamydomophila felis* (*C. felis*).

FVR and FCV are responsible for approximately 90% of all feline upper respiratory infections. Less common agents that may be involved in an upper respiratory infection in cats include mycoplasma or feline reovirus. The viruses and bacteria that cause URI in cats are highly contagious. An infected cat will shed contagious particles in saliva or secretions from the nose or eyes. Susceptible cats can get an infection by direct contact with another infected cat or by environmental exposure to objects that have been contaminated with infectious secretions, such as food and water bowls, litter boxes, toys, and bedding. Most cases are associated with direct contact because the viruses and bacteria only survive for a short period of time in the environment and are readily destroyed by proper disinfection. It is

estimated that FVR can survive less than 18 hours outside the host's body while FCV may live up to ten days. Dilute bleach solution will destroy both viruses but calicivirus will withstand washing with bleach-free laundry detergents. Several of these diseases can cause a carrier state in cats that have apparently recovered from an infection, and female carriers can pass the infection on to their newborn kittens. With FVR, all cats become chronic carriers, meaning that they will have the disease for life. In some cats that carry FVR, stress (due to surgery, other illnesses, changes in the home, boarding, etc.) may cause the virus to become reactivated throughout life. With FCV about half of infected cats will become carriers of the disease. In some cases, the carrier state may only last for a few months. In a small percentage of cats, the carrier state may persist for life. These persistent carriers are usually asymptomatic but still serve as a constant source of FCV to susceptible cats.

Diagnosis:

Once a cat is exposed to an infectious agent, it will go through an incubation period of 2-10 days before developing clinical signs. If the infection is uncomplicated, it will typically last for 7-10 days, although signs may persist for up to 21 days in some cases. During this entire time, the cat may be infective to other cats. The typical upper respiratory infection involves the nose and throat, causing symptoms such as sneezing, nasal congestion, conjunctivitis (inflammation of the membranes lining the eyelids), and discharge from the nose or eyes. Discharge may be clear or may become purulent (cloudy in appearance and containing pus). With FVR and FCV, the cat may develop ulcers in the mouth. Less specific symptoms of an upper respiratory infection include not eating, lethargy, fever, enlarged lymph nodes, and blepharospasm (squinting). In severe cases, the cat may have difficulty breathing.

Prevention:

Since upper respiratory infections can be caused by a variety of different disease agents, it is not always possible to prevent them. While vaccine protocols are helpful, there are no vaccines that will completely prevent an infection from occurring if a cat is exposed to the disease, but they will significantly reduce the severity of the infection and shorten the length of the illness. Following good sanitation and hygiene practices, such as washing your hands thoroughly before and after petting another cat, will further reduce the likelihood of disease spread between cats.

Vaccine protocol:

- FVRCP given to every cat over 4 weeks old at intake, boosted every 2 weeks until 18 weeks old. Then re-vaccinate annually.
- Cats who are over 18 weeks old at the time of intake are only boosted once 2 weeks later. Then re-vaccinate annually.

Treatment:

Most cats with an uncomplicated upper respiratory infection can be treated symptomatically. If the cat has a purulent eye discharge an eye ointment is administered in combination with an oral antibiotic. Although viral infections do not respond to antibacterial drugs, broad-spectrum antibacterial drugs are administered to prevent secondary bacterial infections from complicating the disease, particularly in kittens. Since cats with a respiratory infection will have a decreased sense of smell, they often have a decreased appetite. Feeding a highly palatable canned food may help improve their appetite. In some cases, an appetite stimulant may be used. If the cat becomes dehydrated, subcutaneous fluids will be administered. **Doxycycline dosage = 2.5mg/lb twice daily for 14 days.**

Weight of Cat	Mg of Doxycycline	Volume of liquid Doxycycline administered twice daily
2.0lb	5mg	0.1ml
2.5lb	6.3mg	0.13ml
3.0lb	7.5mg	0.15ml
3.5lb	8.8mg	0.18ml
4.0lb	10mg	0.2ml
4.5lb	11.3mg	0.23ml
5.0lb	12.5mg	0.25ml
5.5lb	13.8mg	0.28ml
6.0lb	15mg	0.3ml
6.5lb	16.3mg	0.32ml
7.0lb	17.5mg	0.35ml
7.5lb	18.8mg	0.38ml
8.0lb	20mg	0.4ml
8.5lb	21.3mg	0.42ml

Ringworm

Ringworm, or "dermatophytosis", is a fungal infection affecting the skin and hair of dogs and cats but can also spread to humans. While there are additional factors, younger animals are at a greater risk and cats are more susceptible than dogs. The incubation period is generally between 7 and 14 days, but can be 21 days post exposure. Ringworm is predominantly spread through contact of an infected animal or infected environment or items. It is very hardy in the environment and can live on surfaces for months or years.

Clinical Signs & Diagnosis: Circular areas of hair loss and crusting. However it can have a wide range of appearance. The lesions may or may not be itchy. There can even be ringworm lesions around the nails, and the most common locations are: face, ears, feet and tail. Accurately diagnosed via fungal culture and microscopic exam but can be presumptively diagnosed using history, clinical signs and a Wood's lamp exam. A Wood's lamp is a lamp with a specific UV light that causes some species of ringworm to glow an apple green color. There can be false negatives (ringworm not glowing under the Wood's lamp) and other things causing a glow (such as medication and soaps) but this test is a great way to effectively screen for ringworm. To manage a ringworm outbreak, cultures can be used to assess exposed animals and monitor for treatment success. It can also be used to diagnose suspect lesions. Most ringworm will grow in approximately 10 days but keep plates for up to 21 days before diagnosing as not ringworm.

Treating Ringworm:

Cats - **Itraconazole**: Cats: 5 mg/kg by mouth once a day until 2 negative cultures

Dogs - **Terbinafine**: Dogs: 30-40mg/kg by mouth once a day until 2 negative cultures

Intake protocol: On intake, cats should have a Wood's lamp exam to help decrease/prevent outbreaks in the shelter. Identifying affected animals prior to moving them to group housing or foster care is also quite important to decrease the spread of ringworm.

PARVOVIRUS

Canine parvovirus (CPV) is an unenveloped, single stranded DNA virus that is capable of living in the environment for months to years. Shedding can occur in asymptomatic or pre-clinical animals, so environmental contamination can occur without you even knowing it. Puppies are the most likely to be infected with canine parvovirus, but unvaccinated adult dogs are also at risk. Parvovirus is highly contagious, and in a shelter can quickly result in an outbreak if not contained. The mortality rate for this disease is very high. All dogs 4 weeks and older must be vaccinated against Parvovirus on intake, regardless of their background. All puppies should be re-vaccinated every 2 weeks while they are in the shelter until they are 5 months old (20 weeks). This is because maternal antibodies in dogs under 5 months old may interfere with the vaccine and result in ineffective vaccines. Parvovirus is spread by nasal or oral exposure to contaminated feces or surfaces. The incubation period from exposure to clinical disease ranges from 2-14 days, but is most commonly 5-7 days. Due to the incubation period, it is possible to adopt out an apparently healthy dog that becomes sick a few days after going home. Infected dogs begin shedding the virus in their feces within 4 days of exposure, so they can begin spreading the disease before they even show clinical signs. Wherever possible, puppies should be placed in foster homes to reduce their exposure until they are fully vaccinated.

Clinical Signs & Diagnosis

Parvovirus affects cells in the intestinal tract, lymphoid tissues and bone marrow. As a result, clinical signs may include: fever, vomiting, foul-smelling/bloody diarrhea, dehydration, lethargy and loss of appetite. A point of care fecal SNAP test should be run in the face of clinical signs. If a modified live parvovirus vaccine was given, it may result in a false positive SNAP test for up to 2 weeks following vaccination. If the SNAP test is negative, but the clinical signs are highly suspect for CPV, a fecal sample should be sent in for PCR testing.

Disease Management

1. Isolation: **Sick dogs that have tested positive for CPV must immediately be isolated.** This reduces the exposure to the rest of the population. The sick dog should be housed in the isolation room, physically separated from all other animals. Personal protective equipment (PPE) should be worn by the staff when entering the room to maintain strict isolation. Recovered animals may be moved to adoption with low risk, as long as they are housed separately from other puppies and kittens as well as other adults who have been fully vaccinated for more than 7 days. To be fully vaccinated, they must have received 2 doses of vaccine. Additionally, they should be bathed to remove remaining virus on their fur.

2. Quarantine: Sick animals shed the virus for 3-4 days before the onset of clinical disease, so all animals that were exposed to them during this time (directly or indirectly), should be quarantined for 14 days.
3. Observation: Due to the varied immune response of dogs to CPV, dogs that have clinical symptoms of CPV and/or a positive SNAP test are monitored for progression of symptoms. Dogs whose illness progresses to severe dehydration and loss of appetite must be sent immediately for treatment.
4. Treatment: Dogs who have severe cases of CPV must be transported immediately to Angels Vet Express in Savannah MO for supportive care.
5. Post Treatment: Viral shedding can continue for up to ~14 days following recovery from clinical signs thus isolating recovered puppies for an additional two weeks is the safest option to limit spread within the shelter.
6. Adopter Communication: There is some risk that a dog incubating CPV will infect other dogs. Adopters should be asked to observe a voluntary two week caution period in which puppies are not taken to dog parks, obedience class, pet stores, or other places where exposure to other puppies is a probability. The new dog and their feces should be kept away from puppies and unvaccinated dogs for 2 weeks. Dogs that have had at least two vaccines, with the last one at least 2 weeks prior to exposure to an infected dog are fairly protected. Continue vaccinating puppies following the normal revaccination schedule; although recovery from CPV infection will confer long term immunity, protection is still needed against the other agents included in the multivalent vaccine.

Rabies Vaccines

All animals must have a current rabies vaccination before leaving the animal shelter, if 12 weeks or older. In accordance with state law all rabies vaccinations must be given under the supervision of a DVM. Rabies vaccines are ordered by PPAS and stored in refrigerators. Each rabies vaccination that is administered is accompanied by a tag and a rabies certificate with the exception of TNR cats.



Foreword

Welcome to Prairie Paws Animal Shelter! I am pleased that you chose our organization when pursuing a meaningful career in animal welfare and am confident that your contributions to our team and our community will be impactful. I believe strongly that our employees are our most valuable asset, and that every member of our team plays an important role in fulfilling our mission. You are surrounded by a team of very talented, caring and committed professionals. Prairie Paws Animal Shelter staff perform heroic work every day, and just as I am, I know you will be very proud of the compassionate work performed by your co-workers every day. Many exciting opportunities of growth are before us, and I am glad to have you on this journey to transform our community into a more humane, progressive and innovative community for pets. From time to time, the information in our handbook may change. Every effort will be made to keep you informed through suitable lines of communication, including emails, team meetings, memos, and/or all-staff meetings.

Thank you for being a critical part of the work we do to improve the lives of animals and the people that love them.

Kind regards,

Vanessa Cowie

Executive Director

Preface

This manual is intended to help us recognize ethics and compliance issues before they arise and to deal appropriately with those issues that do occur. This Handbook is not intended to be a compendium of policies or an exhaustive list of legal and compliance requirements. We may have policies that impact your job, and you should beware of those that affect you. Prairie Paws Animal Shelter, at its discretion, may change, delete, suspend or discontinue any part or parts of the policies in this handbook at any time without prior notice. Any such action shall apply to existing as well as future employees.

No one other than the Executive Director of Prairie Paws Animal Shelter may alter or modify any of the policies in this handbook. No statement or promise by a supervisor or manager may be interpreted as a change in policy, nor will it constitute an agreement with an employee. Should any provision in this handbook be found to be unenforceable and invalid, such finding does not invalidate the entire handbook but only the subject provision.

No statement in this handbook is intended to create an express or implied contract of employment. Nothing contained herein changes or alters the employment-at-will relationship with employees, which means that there is no set term or guaranteed length of employment. The organization or the employee may terminate the employment relationship at any time, with or without cause.

This handbook is intended to set the tone for how we work at Prairie Paws Animal Shelter. It is more than words written on paper. It is how we conduct business.

This handbook supersedes all other previous manuals from Bea Martin Peck or Prairie Paws Animal Shelter.

Life-Saving Commitment

Prairie Paws Animal Shelter is committed to the life of every individual pet we serve. We are fortunate to have a state-of-the-art animal shelter, along with partnerships with community veterinarians to provide top quality medical care to the animals we serve. In addition, we are privileged to have strong partnerships with dog and cat trainers who can provide assistance with even the most challenging behavior cases. It is our commitment to be the voice, be the advocate for the animals in our community and beyond.

To that end, Prairie Paws Animal Shelter embraces and practices all philosophies that reduce euthanasia of healthy and treatable pets. From time to time, there are animals with grave prognosis or who pose a danger to others. In those instances, humane euthanasia is considered for those animals. We will practice and promote programs and deliver services that advance responsible pet ownership and strengthen the human-animal bond, along with targeted initiatives to reduce pet overpopulation. At Prairie Paws Animal Shelter, we are pleased to report a live release rate of over 90% for all pets who enter our facility.

Managed Intake

Prairie Paws Animal Shelter is a managed admission facility; owners are asked to schedule the intake of their pets so that the shelter can better manage the capacity of the animals in their care. Managed admission allows more animals in the community to be better-served, as well as lives to be saved. It also allows us to have a better flow of animals resulting in increased adoptions, reduced crowding and better health and welfare for cats and dogs in the facility.

Organizational Structure

Day to day shelter options of Prairie Paws Animal Shelter are carried out by shelter staff members, under the supervision of the Executive Director. The Executive Director oversees all facets of PPAS' operation, including shelter operations, program planning and development, financial management, and fundraising. The Executive Director reports to the Chairman of the Board of Directors.

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Mission Statement

The mission of Prairie Paws Animal Shelter is to promote animal well-being and spay/neuter.

- Give aid and comfort to animals
- Educate the community in responsible pet ownership
- Help reunite pets with owners
- Provide pet adoptions
- Create a safer community.

History

Prairie Paws Animal Shelter, Inc. is a not for profit organization that had humble beginnings when the founder Beatrice Martin Peck began the organization around 1946. Prairie Paws Animal Shelter is a private 501(c) (3) non-profit shelter operating by the same philosophy under which it was established over 50 years ago. Prairie Paws Animal Shelter is dedicated to our mission and it is carried out through the tireless efforts of our staff and volunteers.

PPAS takes great pride in serving our community. The Board of Directors has adopted the following core values for the Shelter.

- Tolerance and respect for differences
- Honesty and Integrity
- Each person is responsible for his/her actions
- Family relationships are important
- Hard work and discipline
- Generosity
- A positive attitude and commitment to excellence

Employee Expectations

We are all drawn to work at Prairie Paws Animal Shelter because of our mission to advocate for homeless, lost, unwanted, and abused animals. Just as we create an environment of humane treatment for the animals in our care, we must also have an established framework for the organization's culture that we wish to promote. The culture at Prairie Paws Animal Shelter is one made up of trust, cooperation, respect, positivity and teamwork. Your first responsibility is to **understand your role and duties**, and how to perform them promptly, correctly and with a team-oriented attitude.

You are expected to cooperate with management and your fellow employees as well as **maintain a positive team attitude**. How you interact with fellow employees, how you accept direction and feedback, along with your interactions with those whom Prairie Paws Animal Shelter serves, can affect the success of our organization, along with your individual success as an employee.

Personal Development: You are encouraged to **grasp any opportunities for personal development** that are offered to you. It is our goal to provide staff with training opportunities to enable them to enhance personal learning and development, along with contributing to the growth of the organization. We want to create an environment whereby staff can positively perform to the best of their ability to meet and exceed organizational goals.

Voice your opinions and Contribute: We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making Prairie Paws Animal Shelter an organization where you can approach your supervisor or any member of management to discuss any problem or question. We expect you to voice your opinions professionally and contribute your suggestions to help us grow and improve Prairie Paws Animal Shelter.

YOU make the environment: Remember that you contribute to and help create the positive culture and safe working environment Prairie Paws Animal Shelter intends for you. Prairie Paws Animal Shelter needs your help in making each working day enjoyable and rewarding for everyone.

General Employment

We welcome you as an individual and the talents you bring to Prairie Paws Animal Shelter. We also take seriously your getting to know, respect, and appreciate the Prairie Paws Animal Shelter culture. Like you, everyone who is a part of the team adds to our character and depth. To that extent, this section outlines what we need from you - and what you can expect from us - to ensure your experience is a positive one.

Personnel File:

An employee's personnel file consists of the employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, benefits data or other appropriate employment-related documents. It is the employee's responsibility to keep all information updated with the Executive Director. This includes any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident. Misrepresentation of any fact, which you have provided information for on your application, in your personnel file, or any other document is sufficient reason for dismissal. Personnel records are considered company property and may be available for review by employees upon written request. Coverage or benefits that you and your family may receive under Prairie Paws Animal Shelter's benefit package could be negatively affected if the information in your personnel file is incorrect. If your name should legally change, we will not change any records until a copy of your new Social Security card has been provided. Questions regarding insurance, wages and interpretation of policies may be directed to the Executive Director.

Pre-Employee Testing:

Prairie Paws Animal Shelter may require that applicants for employment submit to a test for intoxicants prior to employment. Failure or refusal to submit a test will result in withdrawal of a conditional offer of employment and/or discharge of employment if employed pending receipt of intoxicant test results. No applicant will be asked to take a test unless an offer of employment has been made.

Probationary Period:

Your first 90 days of employment at Prairie Paws Animal Shelter are considered an Probationary Period. This transitional period provides time for getting to know your fellow employees, your supervisor and the tasks involved in your job position, as well as becoming familiar with Prairie Paws Animal Shelter's programs and services. Your supervisor will work closely with you to help you understand the needs and processes of your job. During and after this period, the work relationship remains at will. The probationary period may be extended at the discretion of the Executive Director.

Outside Employment:

While we do not discourage outside employment; if you are employed by Prairie Paws Animal Shelter in a full-time position, Prairie Paws Animal Shelter expects that your position with our organization will be your primary employment concern. Any outside activity must not interfere with your ability to properly perform your job duties at Prairie Paws Animal Shelter. If you are thinking about taking on a second job, it would be wise to notify your manager immediately. He or she will thoroughly discuss this opportunity with you to make sure that it will neither interfere with your job at Prairie Paws Animal Shelter, nor pose a conflict of interest.

Background Checks:

All new employees must complete required new hire forms on or before their first day of employment. Prairie Paws Animal Shelter reserves the right to request and review driving records, employ background checks, and follow up on personal references or other information prior to extending an offer for employment

Expense Reimbursement:

The Executive Director must approve all expenses in advance. To be reimbursed for all authorized expenses, you must submit the actual receipts for the item or service purchased. Mileage is reimbursed at a rate of 67c/mile and is added to the employee's paycheck for that period.

Work Eligibility Records:

The federal government requires that within three business days of your first day of work, you must complete an employment eligibility verification form (I-9 Form), and show us documentation proving your identity and your eligibility to work in the United States. If you have previously worked for Prairie Paws Animal Shelter, you need only provide this information if it has been more than three years since you last completed an I-9 Form for us or if your current I-9 Form is no longer valid. I-9 Forms are maintained separately from other personnel records and are treated as confidential to the extent possible.

Employment Classifications

At the time you are hired, you are classified as full-time or part-time or temporary and are also told whether you qualify for overtime pay. Unless otherwise specified, the benefits described in this handbook apply only to full-time employees.

Full-time employees:

An employee who has successfully completed the Probationary Period (90 days) of employment and who works at least 36 hours per week is considered a regular full-time employee.

Part-time employees:

Employees working 35 or fewer hours a week are considered part-time employees. If you are a part-time employee, please understand that you are not eligible for PTO benefits described in this handbook, except as granted on occasion, or to the extent required by provision of state and federal laws.

Temporary employees:

Work is not regularly scheduled or the position is not intended to last for more than 1 year.

Non-exempt & exempt employees:

At the time you are hired, all employees are classified as either "exempt" or "non-exempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per week. These employees are referred to as "non-exempt" in this handbook. This means that they are not exempt from (and therefore should receive) overtime pay. Exempt employees are supervisors, executives, professional staff, technical staff, outside sales representatives, officers, owners and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification and at the time you are hired, transferred or promoted.

At Will Employment

Unless expressly prescribed by statute or contract, your employment at Prairie Paws Animal Shelter is "at-will," meaning employees may be terminated at any time and for any reason, without advance notice. Employees are also free to quit any time. Any employment relationship other than at-will must be set out in writing and signed by Prairie Paws Animal Shelter's Director.

Equal Employment Opportunity

Prairie Paws Animal Shelter will provide equal employment opportunities without regard to race, color, sex, sexual orientation, age, disability, religion, national origin, ancestry, or status as a veteran. The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

Equal Employment Opportunity notices are posted as required by law. These notices summarize the rights of employees to equal opportunity in employment and lists the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Management is primarily responsible for ensuring that Prairie Paws Animal Shelter's Equal Employment Opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

Any employee, including supervisors, involved in discriminatory practices will be subject to disciplinary action, up to and including termination.

Diversity, Equity and Inclusion

Prairie Paws Animal Shelter is committed to fostering, cultivating and preserving a culture of diversity, equity and inclusion.

Our human capital is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and company's achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

Prairie Paws Animal Shelter's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.

All employees of Prairie Paws Animal Shelter have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative events. All employees are also required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives should seek assistance from a supervisor or an HR representative.

Americans with Disabilities Act

Prairie Paws Animal Shelter is committed to hiring qualified individuals with disabilities who are able to perform essential functions of a particular job with or without reasonable accommodation and will not discriminate in hiring, employment, promotion, or termination against individuals with disabilities. Federal law requires reasonable accommodation of individuals with disabilities in the workplace and prohibits employment discrimination against disabled persons.

Eligibility for Re-hire

Depending on the circumstances, Prairie Paws Animal Shelter may consider a former employee for re-employment. Such applicants are subject to Prairie Paws Animal Shelter's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the end of their previous employment with Prairie Paws Animal Shelter. A two-week notice is always desirable and appreciated. Regardless of the length of your previous employment and length of time since you ended your employment with Prairie Paws Animal Shelter, your benefits shall accrue as if you were a new (first-time) Prairie Paws Animal Shelter employee.

Employment of Relatives

Prairie Paws Animal Shelter does not allow the employment of relatives (spouse, brother, sister, mother, father, in-laws, children, cousin, or live-in partner) unless specifically approved by the Director. Management reserves the right to prohibit one relative from reporting to another.

Community Service for Relatives

Prairie Paws Animal Shelter does allow relatives (spouse, brother, sister, mother, father, in-laws, children, cousin, or live-in partner) to fulfill their community service obligations when approved by the Director. Community service hours must be performed on days that the relative is not scheduled for work.

Grievances

We believe in supporting a team spirit at PPAS. Obviously there will be times you may have a disagreement with another employee or just have a misunderstanding.

We are a solution-based organization and encourage all employees to follow these steps to work through any differences:

1. Direct face to face communication with co-worker.
2. Direct communication to Executive Director about the situation
3. Meeting with the co-worker and the Executive Director present to mediate.

Unacceptable solutions to grievances (could result in disciplinary action up to and including termination). Examples of unacceptable solutions are as follows:

1. Gossiping or venting negatively to other staff members.
2. Vague or direct posting on social media about such incidents/issues.
3. Sabotaging, vengeance actions, rudeness, avoidance

If there are issues of serious nature employees must bring concerns, problems and grievances to the Executive Director immediately. If the issue is with the Executive Director you are advised to contact a Board Member.

Whistleblower Policy

Employees have the right to report in good faith what they reasonably believe to be a violation of state or federal law, or conditions or practices that would put the health or safety of employees at risk. In most cases, the Executive Director is the best position to address an area of concern. However, if you are not comfortable speaking to the Executive Director you should contact a Board Member.

No employees will be discharged, threatened or discriminated against in any manner for reporting in good faith what they reasonably believe to be wrongdoing. Any employee reporting an intentionally false claim may be subject to negative employment action, up to and including termination.

Staff Volunteer Policy

Employees of Prairie Paws Animal Shelter are expressly prohibited from performing unpaid volunteer work at Prairie Paws. Although it is understandable that employees may want to contribute extra work to the organization, it is the opinion of leadership that employees can quickly overwork and this can lead to burn out. The only unpaid volunteer work that employees may provide is the fostering of shelter animals.

Work Product Ownership

The work you do while employed at PPAS belongs to Prairie Paws Animal Shelter. PPAS retains the legal ownership of the product of your work. No work product created while employed at PPAS can be claimed, construed, or presented as property of the individual, even after employment by PPAS has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, and also any concepts, ideas or other intellectual property developed for PPAS or with more than incidental use of PPAS' resources, regardless of whether the intellectual property is actually used by PPAS.

Conflicts of Interest

Employees should avoid any situation which involves or may involve a conflict between their personal interest and the interest of PPAS. As in all other facets of their duties, employees dealing with the general public, suppliers, contractors, competitors or any person doing or seeking to do business with PPAS are to act in the best interest of PPAS. Each employee shall make prompt and full disclosure in writing to the Director of any potential situation which may involve a conflict of interest. Such conflicts include:

1. Ownership by employee or by a member of their family of a significant interest in any outside enterprise which does or seeks to do business with or is a competitor of PPAS.
2. Serving as a director, officer, partner or consultant or in a managerial or technical capacity with an outside enterprise which does or is seeking to do business with or is a competitor of PPAS. Exceptions to this may be approved by the Director.
3. Acting as a broker, finder, go-between or otherwise for the benefit of a third party in transactions involving or potentially involving PPAS or its interest.
4. Any other arrangements or circumstances, including family or other personal relationships, which might dissuade the employee from acting in the best interest of PPAS.

Anti-Harassment Policy

This section includes important topics regarding sexual harassment and other forms of harassment and discrimination. Prairie Paws Animal Shelter strives to maintain an environment free from discrimination and harassment, where employees treat each other with respect, dignity, and courtesy. This policy applies to all phases of employment, including but not limited to, recruiting, testing, hiring, promoting, demoting, transferring, laying off, terminating, paying, granting benefits, and training. Please direct any questions about this Policy and Procedure to the Executive Director.

Policy Statement:

It is the policy of Prairie Paws Animal Shelter that every employee should behave in a manner that encourages respect for the dignity of each individual. Accordingly, Prairie Paws Animal Shelter is committed to promoting a work environment that is free from unlawful harassment and discrimination. Each person must avoid discriminating or harassing conduct, to co-workers, volunteers, and customers. Each person is also expected to take the necessary steps to prevent or eliminate its occurrence. Prairie Paws Animal Shelter strongly disapproves of, and will not tolerate, unlawful harassment in any form. Prohibited conduct includes harassment related to gender, race, color, age, ethnicity, religion, disability, national origin, genetic information, veteran's status, and any other legally protected class to the extent protected by applicable law. This policy applies to conduct occurring in the workplace and in other work related settings, such as business trips and business-related parties and social events. This policy sets forth Prairie Paws Animal Shelter's goals of promoting a workplace that is free of harassment and other forms of discrimination. The Policy is not designed nor intended to limit Prairie Paws Animal Shelter's authority to discipline and/or take remedial action for unacceptable behavior regardless of whether that conduct is prohibited by law.

Accountability:

Every employee is responsible for maintaining a working environment free from discrimination and harassment. Clients, customers, vendors and other third parties doing business with Prairie Paws Animal Shelter or on Prairie Paws Animal Shelter's premises have the same responsibility. It is the responsibility of each employee to become fully informed of the provisions of this policy and ensure individual compliance. Any supervisor or member of management who knows or has reason to know any employee is being subjected to harassment, whether by a coworker, subordinate, peer, supervisor, any member of management or any non-employee doing business on the premises, is instructed and required to immediately take appropriate corrective action to stop any ongoing harassment, regardless of whether the supervisor or manager has received a complaint or report regarding the harassment, and must immediately thereafter report the matter to the Executive Director.

Sexual Harassment:

Sexual harassment, which is considered a form of unlawful sex discrimination, is strictly prohibited and will not be tolerated. Sexual harassment is defined as unwelcome or unwanted sexual advances, requests for sexual favors, or other verbal or written communications, visual conduct or physical conduct of a sexual nature (both overt and subtle). There are two general types of unlawful sexual harassment:

Type	Description
Quid Pro Quo	This type of sexual harassment includes: unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions affecting the individual.
Hostile Work Environment	This type of sexual harassment includes unwelcome sexual conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Examples of Sexual Harassment:

Examples of sexual harassment may include, but are not limited to, the following:

- Sexual comments, teasing or jokes;
- Suggestive gestures, sounds or whistles;
- Inquiries or discussions about sexual activities;
- The display in the workplace of sexually suggestive objects, pictures, posters, cartoons, or graffiti;
- Pressure to accept social invitations, to meet privately, to date or to have sexual relations;
- Sexual slurs, demeaning epithets, or derogatory statements;
- Graphic or sexually suggestive comments about a person's attire or body;

Discriminatory Harassment and other forms are prohibited:

Unlawful discriminatory treatment other than sexual harassment, including harassment of individuals or groups on the basis of race, color, age, ethnicity, religion, disability, national origin, genetic information, veteran's status, or any other legally protected characteristic, is also strictly prohibited.

Definition of Harassment on other grounds

Harassment on the basis of race, color, age, ethnicity, religion, disability, national origin, genetic information, veteran's status or any other legally protected characteristic may include, but is not limited to, actions, slurs, jokes and other offensive verbal, graphic visual or physical conduct (both overt and subtle) relating to such characteristic that has the purpose or effect of creating an intimidating, hostile or offensive working environment or that unreasonably interferes with job performance.

Examples of other kinds of harassment

Examples of other kinds of harassment include, but are not limited to, the following:

Name calling, slurs, demeaning remarks, jokes, gestures, negative stereotyping, threats, intimidation, and hostile acts that are related to gender, race, color, age, ethnicity, religion, disability, national origin, genetic information, veteran's status or any other legally protected characteristic; Written or graphic material that denigrates or shows hostility or aversion toward an individual or group of individuals because of gender, race, color, age, ethnicity, religion, disability, national origin, genetic information, veteran's status or any other legally protected characteristic.

Victim and a Harasser

The victim as well as the harasser may be a person of any gender, race, color, age, ethnicity, religion, disability, national origin, genetic information, or any other status, condition, or characteristic. The harasser may be the victim's supervisor, manager, an agent of Prairie Paws Animal Shelter, a supervisor in another work area, or a co-worker. The harasser may also

be a non-employee, such as a client, vendor, or repair-person who does business on the Prairie Paws Animal Shelter's premises.

Complaint procedure and Investigations

If you experience or believe another employee is experiencing sexual harassment or other job-related harassment or form of discrimination, you must promptly report the incident according to the following procedure:

Step	Action
1	Direct reports of harassment and other forms of discrimination to your supervisor or to the Director . Employees are <u>not</u> required to complain first to any supervisor or manager who they believe has engaged in or condoned such conduct.
2	Reports may be made verbally or in writing. Regardless of the way in which the complaint is made, the report should include details of the incident or incidents, names of the individuals involved, and names of any witnesses. Please do not assume that Prairie Paws Animal Shelter management is aware of any incidents of sexual harassment or other unlawful harassment or discrimination. It is your responsibility to bring any such incidents to our attention so that we can promptly investigate and attempt to resolve the matter. Any supervisor or manager who receives a complaint or report of any alleged unlawful harassment or discrimination must immediately refer the matter to Director of Administration or to the Director. Any supervisor or manager who fails to abide by this policy will be subject to disciplinary action.
3	Reports of discrimination and harassment will be promptly and thoroughly investigated in an objective and impartial manner. Information will be treated as confidential. It will be disclosed only when necessary to further the investigation and to resolve the complaint. The results of the investigation will be disclosed to the person making the report and to the person alleged to have engaged in prohibited conduct.
4	If Prairie Paws Animal Shelter makes a determination that unlawful harassment or discrimination has occurred, then Prairie Paws Animal Shelter will promptly take appropriate remedial action commensurate with the circumstances. Appropriate disciplinary action will be taken against any employee who Prairie Paws Animal Shelter determines has violated this policy, up to and including immediate discharge. Appropriate remedial measures will also be taken to correct the effects of the harassment and to deter any future harassment. Whatever remedial action is taken by Prairie Paws Animal Shelter will be communicated to the individuals involved in the matter.

Disciplines for violations of this policy:

Any employee who has engaged in prohibited conduct will be subject to disciplinary action. Disciplinary action includes, but is not limited to, counseling, training, oral and/or written reprimand, probation, transfer, demotion, suspension with or without pay, and termination of employment.

Prairie Paws Animal Shelter will not tolerate even casual or isolated incidents of discrimination and harassment. In determining the appropriate remedial measure, Prairie Paws Animal Shelter will consider:

- the context, nature, scope, frequency, duration, and location of the incidents,
- whether they are physically threatening or humiliating,
- whether they involve offensive utterances, as well as
- the identity, number and relationships of the persons involved, AND
- any other information relevant to the complaint

Safeguards:

Two goals of this Policy and Procedure are: Protecting the complaining party AND ensuring that the initiation and pursuit of the complaint is not an intimidating experience. In keeping with these goals, Prairie Paws Animal Shelter will enforce the following safeguards:

- **Confidentiality:** Reasonable efforts shall be made to maintain the confidentiality of any complaint made, except as necessary to conduct a thorough investigation. Complaining parties and witnesses must understand that to adequately investigate a complaint, it may be necessary to disclose their identities, either directly or indirectly, in the course of the investigation.
- **Non-Retaliation:** Prairie Paws Animal Shelter strictly prohibits and will not tolerate any retaliation or retribution, directly or indirectly, against any employee who in good faith:
 - makes a complaint of harassment or discrimination;
 - reports the harassment of, or discrimination against, another employee;
 - opposes any prohibited discrimination or harassment; or
 - participates in, provides information in connection with, or otherwise assists in the investigation of any incidents of alleged sexual harassment or other unlawful harassment or discrimination conducted by Prairie Paws Animal Shelter or by any governmental agency.
- Any employee who engages in or encourages any such retribution or retaliation, directly or indirectly, will be subject to disciplinary action, up to and including immediate discharge. Furthermore, any employee who knowingly and intentionally provides false or misleading information regarding any complaints or reports of alleged sexual harassment or other unlawful harassment or discrimination will be subject to disciplinary action, up to and including immediate discharge.

Workplace Violence

It is Prairie Paws Animal Shelter's policy to promote a safe environment for its employees. We are committed to working with our employees to maintain a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. Committing violent acts, whether on-duty or off-duty, has the potential to impact an employee's ability to perform their job. In implementing this policy, Prairie Paws Animal Shelter is guided by the Federal Occupational Safety and Health Act of 1970 that requires employers to provide their employees with a safe and healthy work environment. It is intended that all useful management tools be employed to accomplish the dual purpose of reducing the effects of violence on victims and providing consequences to those who perpetrate violence. It is also intended that management utilize available resources such as law enforcement, and applicable personnel policies and procedures. While this kind of conduct is not pervasive at our organization, no organization is immune.

- **Workplace Violence** includes, but is not limited to, intimidation, bullying, stalking, threats, physical attack, domestic violence or property damage and includes acts of violence committed by our employees, clients, customers, relatives, acquaintances or strangers against our employees in the workplace.
- **Intimidation** is engaging in actions that includes but is not limited to behavior intended to frighten, coerce, or induce duress.
- **Bullying** is unwanted offensive and malicious behavior which undermines an individual or group through persistently negative attacks. There is typically an element of vindictiveness and the behavior is calculated to undermine, patronize, humiliate, intimidate or demean the recipient.
- **Stalking** involves harassing or pestering an individual, in person, in writing, by telephone or electronic format. Stalking also involves following an individual, spying on them, alarming the recipient or causing them distress and may involve violence or the fear of violence.
- **Threat** is the expression of intent to cause physical or mental harm. An expression constitutes a threat without regard to whether the party communicating the threat has the present ability to carry it out and without regard to whether the expression is contingent, conditional or future. Violence, threats, harassment, intimidation, and other disruptive

behavior in our workplace will not be tolerated; that is; all reports of incidents will be taken seriously and will be dealt with appropriately. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, criminal penalties, or both.

- **Physical Attack** is unwanted or hostile physical contact such as hitting, fighting, pushing, shoving or throwing objects.
- **Domestic Violence** is the use of abusive or violent behavior, including threats and intimidation, between people who have an ongoing or prior intimate relationship. This could include people who are married, live together or date or who have been married, lived together or dated.
- **Property Damage** is intentional damage to property and includes property owned by Prairie Paws Animal Shelter, employees, visitors or vendors.

It is a violation of this policy to:

- Engage in workplace violence as defined herein;
- Use, possess or threaten to use an unauthorized weapon during a time covered by this policy, and
- Misuse authority vested to any employee of Prairie Paws Animal Shelter in such a way that it violates this policy.

A violation of this policy shall be considered unacceptable personal conduct as provided in the Disciplinary Action, Suspension and Dismissal Policy. Acts of violence, as defined herein, may be grounds for disciplinary action, up to and including dismissal.

An act of off-duty violent conduct may also be grounds for disciplinary action, up to and including dismissal. In these situations, the agency must demonstrate that the disciplinary action, suspension or dismissal is supported by the existence of a rational nexus between the type of violent conduct committed and the potential adverse impact on any employee's ability to perform the assigned duties and responsibilities.

Do not ignore violent, threatening, harassing, intimidating, or other disruptive behavior. If you observe or experience such behavior by anyone on organization premises, whether he or she is an organization employee or not, it is your responsibility to report it immediately to a supervisor or manager. Supervisors and managers who receive such reports should seek advice from the Executive Director regarding investigating the incident and initiating appropriate action.

[PLEASE NOTE: Threats or assaults that require immediate attention by security or police should be reported first to police by calling 911.]

Privacy Policy and Confidentiality

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. Employees may not disclose confidential information about the property or affairs of Prairie Paws Animal Shelter or use confidential information to advance personal or others' interest. Employees may not divulge confidential information about Prairie Paws Animal Shelter, its volunteers, Board of Director members, donors, or employees without the written consent of that person(s) involved and the Executive Director. All of our records are confidential and may not be copied or disclosed without authorization from management. Confidential information includes all personnel and payroll records, donation records, information about our customers, and anything else about the way our organization operates. Prairie Paws Animal Shelter respects the right of employees to privacy in matters that have no relation to their employment. Matters of a personal nature concerning fellow employees should be treated with the utmost confidentiality. By accepting employment with us, you have a responsibility to Prairie Paws Animal Shelter and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

Inappropriate Conduct

Although the subsequent list is not inclusive, and Prairie Paws Animal Shelter can terminate an employee's employment for any reason, including those not listed here, an employee who engages in the following behavior may be subject to discipline, up to and including discharge:

- Insubordination or refusing to follow instructions properly issued by your supervisor pertaining to your work.
- Threatening, intimidating or coercing fellow employees on or off the premises -- at any time, for any purpose.
- Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
- Any act of harassment (sexual, racial or other); telling sexist or racist jokes; making racial or ethnic slurs.
- Obscene or abusive language toward any supervisor, employee or client; rudeness towards a customer or fellow employee; any disorderly/ antagonistic conduct on organization premises.
- Posting, removing or altering notices on any bulletin board on organization property without permission of an officer of Prairie Paws Animal Shelter.
- Conducting a lottery or gambling on organization premises.
- Giving confidential or proprietary Prairie Paws Animal Shelter information to competitors or other organizations or to unauthorized Prairie Paws Animal Shelter employees.
- Immoral conduct or indecency on organization property. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on organization property or while on duty.
- Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on organization premises or when representing Prairie Paws Animal Shelter; fighting, horseplay, provoking a fight on organization property or negligent damage of property.
- Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of organization property or the property of fellow employees, customers, suppliers, or visitors in any manner.
- Theft of organization property or the property of fellow employees; unauthorized possession or removal of any organization property, including documents, from the premises without prior permission from management; unauthorized use of organization equipment or property for personal reasons; using organization equipment for profit.
- Negligence or any careless action endangering the life or safety of another person or an animal in our care.
- Being intoxicated, or the use, possession or sale of controlled substance drugs in any quantity while on organization premises, except for personal use of medications prescribed by a physician.
- Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; falsifying reason for a leave of absence or other data requested by Prairie Paws Animal Shelter; alteration of organization records or other organization documents.

Wage & Salary Policy

This section describes how often you get paid, in what method, reimbursements, overtime and holiday pay, and how we keep track of it all.

Timesheets:

By law, we are obligated to keep accurate records of the time worked by "non-exempt" employees. This is done by digital documentation (WhenIWork). Your digital submissions indicate when you arrived and when you departed, and are the only way the organization knows how many hours you worked and how much to pay you. You are to clock out for the time spent at lunch and for brief absences like a doctor or dentist appointment. All employees including exempt employees are

required to keep the office advised of their departures from and returns to the premises during the workday. No one may clock in or clock out for another employee, with the exception of the Executive Director. Tampering with another's time recording is cause for disciplinary action, including possible termination, of both employees. Do not alter another person's time recording, or influence anyone else to alter your time card for you. In the event of an error in recording your time, please report the matter to the Executive Director.

What To Do If An Improper Deduction Occurs:

If you believe that an improper deduction has been made to your salary, you should immediately report this information to the Executive Director who will investigate the matter. If it is determined that an improper deduction has occurred, you will be promptly reimbursed.

Pay Cycle & Pay Method:

Prairie Paws Animal Shelter's pay cycle for hourly and salary employees is every 2 weeks (26 pay periods per year). Payday is on every second Friday beginning January 12th 2024. Your paycheck will be automatically deposited into the bank account that you specify.

Mandatory deductions from paycheck:

Prairie Paws Animal Shelter is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your:

- federal, state, and local income taxes AND
- Contribution to Social Security as required by law.

These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W-4 form regarding the number of dependents/ exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to the Director immediately to ensure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes. Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments or garnishments, will be explained whenever Prairie Paws Animal Shelter is ordered to make such deductions.

Overtime Pay (non-exempt employees only):

From time to time, it may be necessary for you to perform overtime work in order to complete a job on time. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment. You must receive the approval of the Executive Director in advance of working unscheduled overtime. You may also request to be scheduled up-coming overtime by contacting the Executive Director. You will be paid one and one-half (1-1/2) times your regular hourly wage for any time over forty (40) hours per week (Sunday-Saturday). If, during that week, you are away from the job because of a job related injury, paid holiday, jury duty, vacation or paid sick time, those hours will not be counted as hours worked for the purpose of computing eligibility for overtime pay.

Working on Holidays:

Hourly Employees who work on the Holiday will be paid one and one-half times your regular hourly wage for holiday hours worked regardless of the number of hours they work that work week.

Child Support Reporting Requirements

Federal and state laws require us to report basic information about new employees, including your name, address, and social security number to a state agency designated as the State Directory of New Hires. The state collects this information in an effort to enforce child support orders. Please be advised that if the state determines that you owe child support, it will send us an order requiring us to withhold money from your paycheck to pay your child support obligations. Prairie Paws Animal Shelter is required to comply with such orders as a matter of federal and state law.

Performance Reviews

Your performance and compensation at Prairie Paws Animal Shelter is achieved through joint planning between your direct supervisor and yourself, and the goals you set. Performance reviews will be conducted to provide both supervisors and employees with the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. A formal review will be conducted initially following the probationary period and then annually at the anniversary of your initial start date.

Work Schedule & Attendance

The regular work week for full-time employees is approximately 40 hours. However, because of our need to meet our customers' requirements, your work schedule may vary from time to time. You are hired with the understanding that your work hours may be decreased when work is slow or increased during peak periods. Hours also vary in case of an emergency. Your regular work schedule is set by management.

Work Schedule:

The normal workweek at PPAS is 8:00am to 6:00pm Sunday to Saturday. The Ottawa location is open to the public 9:00am to 6:00pm Monday to Saturday and 11:00am to 4:00pm on Sundays. Full-time employees typically work either four, consecutive 10 hour days, or 5 consecutive 8 hour days in the 7 day workweek, with a 30 minute paid lunch and 2 paid 15 minute breaks. All employees should have their work area neat and clean and ready to exit the building at 6:00 pm pending completion of work duties or unless scheduled meetings take place after normal work hours. Additionally, re-entry into the building, outside of normal operating hours as described above, is strictly prohibited without verbal approval from the Executive Director. Violation of this policy is ground for immediate termination. Certain employees will be provided a security alarm code. Never give your code to anyone. Reports are collected on all employees who enter or leave the building.

Attendance:

You are expected to be at your designated work area and ready to work at the beginning of your scheduled shift. You are expected to remain at your designated work area until the end of your work hours except for approved breaks and lunch. When your work takes you away from your designated work area, please let your supervisor know where you are going and how long you expect to be gone.

Absence or tardiness:

From time to time, it may be necessary for you to be absent from work. Prairie Paws Animal Shelter is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Paid Time Off (PTO) has been provided for this purpose for full time employees.

Tardiness or leaving early is as detrimental to Prairie Paws Animal Shelter as an absence. Other factors, like the degree of lateness, may be considered. If an employee displays a pattern for being late starting their shift or returning late from lunch or breaks, this may lead to corrective action, up to and including termination of employment. If you are unable to report to work or if you will arrive late, please contact your supervisor or the Executive Director as soon as you are able. Give him or her as much time as possible to arrange for someone else to cover your position until you arrive. For late arrivals, please indicate when you expect to arrive for work. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf.

If you are absent because of illness for three (3) or more successive days, management may request that you submit written documentation from your doctor. Following hospitalization or absence five (5) or more days because of illness or hospitalization, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. Management will make a note of any absence or lateness and the reason in your personnel file. Your attendance record may be considered when evaluating requests for promotions,

transfers, leaves of absence, and approved time off, etc. Absence from work for two (2) consecutive days without notifying management will be considered a voluntary resignation.

In the case of a planned absence, you must receive prior approval from management a minimum of fourteen (14) days in advance of the absence.

The following are various forms of disciplinary action that may be taken at the discretion of the organization for violation of its attendance policy:

- Verbal Warning
- Written Warning
- Suspension
- Termination

Unauthorized Work:

Assumption of duty or assignment from another employee without authorization from your manager in charge is not permitted. Assumption of duty or hours worked may result in corrective action up to and including separation of employment.

Benefits

In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits, which will enhance your job satisfaction. We are certain you will agree that the benefits program described in this handbook represents a very large investment by Prairie Paws Animal Shelter and we trust that you will avoid abusing any of the program's benefits. Temporary employees are not eligible for any of the benefits outlined in this handbook.

Paid Time Off (PTO) Full-Time Employees only

Paid Time Off (PTO) is a combination of vacation time, personal leave and sick leave. It is provided so that you may pursue leisure activities, spend quality time with friends or family or just rest and relax. It is also provided so that you may have the needed days off in order to recover from illness or take care of personal business. Prairie Paws Animal Shelter has provided PTO as one of the many ways in which we show our appreciation for your loyalty and continued service. PTO eligibility varies as to your employment category and completing the Introductory Period (90 days). You will begin accruing and are eligible to use PTO as a full-time employee after completion of the 90 day probationary period. The following is Prairie Paws Animal Shelter's PTO accrual calculations based on years of employment:

Years of Service	Accrued PTO Per Pay Period	Total Accrual per Calendar Year (10 hour)
<1 year	4.62 hours	12 days
>1 year <5 years	5.38 hours	14 days
> 5 years	6.92 hours	18 days

The following policies will clarify how your PTO accrual is impacted by your absence.

Topic	Explanation
Absence counts against PTO days	Absence for any reason (other than bereavement leave, or other approved leave) during a working day will count against your allotted PTO days, as appropriate, in half-day or full-day increments. Once you have used all of your earned PTO days, any further days off, unless specifically given an exception by the company or otherwise allowed, will be without pay.

PTO cannot interfere with your department's operation	Every effort will be made to grant your request for PTO at the time you desire. However, PTO cannot interfere with your department's operation. When planning leave, your supervisor must approve at least (5) days prior to the scheduled absence. If any conflicts arise in requests for personal leave, preferences will be given to the Employee with the earliest request. The request will be granted as long as your absence will not seriously affect Prairie Paws Animal Shelter's operations.
PTO taken in excess of accrual will be unpaid without written authorization	Any PTO taken in excess of your accrual balance will be unpaid without written authorization from your supervisor. Unplanned absences must be turned in to the supervisor within 24 hours of the occurrence. During your first calendar year, the earned PTO is prorated. Any amount of advanced PTO paid but not yet earned at the time of termination will be deducted from your final paycheck.
80 Hours PTO time may be carried over	Up to 80 Hours of PTO time may be carried over and accumulated in subsequent calendar years. The purpose of PTO is to provide you time to rest and relax as well as to minimize the hardship for employees when time off is needed for illness. Therefore, no additional wages or salary will be paid to you in lieu of PTO. Upon termination of employment, either by you or Prairie Paws Animal Shelter, any earned unused PTO may be paid to you. If the employee is terminated for any policy violations of any standard of conduct, no unused PTO will be paid. Employees going on unpaid military leave of absence may apply their PTO at the time the leave commences if they wish. Once you have used all of your earned PTO days, any further days, unless specifically given exception by the company or otherwise allowed by law, will be without pay.
Change of Employment Status	Part time employees who change status to full time will start accruing benefits after a 90 day introductory period. Full time employees who change status to part time will receive payout for their available PTO balance.

Matching Simple IRA Retirement Plan

After successful completion of the 90 day probationary period, you may enroll in a matching Simple IRA retirement plan through American Funds. In an effort to help you grow your retirement, Prairie Paws will match employee payroll contributions up to 3%. Enroll applications will be provided to you upon completion of your 90 day probationary period, and you will be able to discuss the plan with a plan advisor at your request.

Employer-Subsidized Health Insurance

After successful completion of the 90 day probationary period, you may enroll in Prairie Paws' group plan offered by Blue Cross Blue Shield of Kansas City. Health Insurance premiums are deducted from your paycheck pre-tax and then paid on your behalf to the provider. In an effort to make health insurance more affordable to you and your family Prairie Paws pays \$200 per employee per month towards that employee's premium. Enrollment forms will be made available to you upon completion of the 90 day probationary period.

Holidays & Holiday Pay

The following 7 days are recognized by Prairie Paws Animal Shelter as holidays and all facilities are closed to the public on these days:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day

- Thanksgiving Day
- Christmas Day

Holidays are observed on the calendar that they fall, even if that day is a weekend. While all facilities are closed to the public on these days, the animal residents require attention every day regardless of whether or not it is a recognized holiday. For this reason, you may be scheduled to work on one or more holidays during the year your supervisor is expected to rotate these responsibilities across all animal care employees. You must notify your supervisor at least 30 days in advance of a holiday if you will be unavailable to work one of the recognized holidays. All full-time, hourly employees that work on a holiday will be paid "Holiday Hours Worked" which is calculated as 1.5 the regular hourly rate. All full-time, hourly employees that do not work on a holiday will be paid "Holiday Pay" which is the regular hourly rate. Exempt employees are typically not expected to work on holidays unless there is a unique need. You are not eligible to receive holiday pay when you are on an unpaid leave of absence.

- Seasonal Holiday Day to be used between November 15th and January 15th

Parental Leave

Prairie Paws Animal Shelter believes in creating an inclusive environment for employees at every stage of their lives. We understand that welcoming a new child into a family requires time for recovery from childbirth or simply bonding with a baby, which is why we have established a Parental Leave Policy for eligible employees.

An employee's eligibility for parental leave as well as the terms and conditions of such leave will depend upon the particular circumstances at the time the employee requests leave and will be determined in accordance with applicable law and organization policy. Prairie Paws Animal Shelter will consider all types of leave to which the employee might be entitled, including but not limited to: leave under the Family and Medical Leave Act (FMLA), leave under the Kansas Act Against Discrimination (KAAD), leave as a reasonable accommodation under the Americans with Disabilities Act (ADA), and leave under the organization's sick leave policy. Circumstances under which an eligible employee may qualify for leave pursuant to this policy include one or more of the following: a) birth of or care for a newborn child of the employee; b) placement with the employee of a child for adoption or foster care; or c) medical complication or disability related to an employee's pregnancy that affects the employee's ability to work.

Full-time employees who have been employed by Prairie Paws Animal Shelter for more than six months are eligible to take up to two weeks of paid parental leave following the birth of a child or placement of a child for adoption or foster care. This leave must be taken within the first twelve months following birth or placement of the child, but does not need to be taken consecutively.

An employee seeking leave pursuant to this policy should contact their immediate supervisor and the Executive Director to request it. Employees must provide advance notice of at least 30 days when the need for leave is foreseeable and notice is practicable. When the need for leave is not foreseeable, the employee must provide notice to their immediate supervisor and the Executive Director as soon as practicable.

An employee requesting leave pursuant to this policy must provide certification and/or sufficient supporting information for Prairie Paws Animal Shelter to determine whether any of our leave policies apply to the employee's leave request. The type of certification or supporting documentation the organization requires will depend upon the employee's reason(s) for seeking leave. For example, an employee seeking leave due to a pregnancy-related medical complication will be required to have their medical provider certify information regarding the employee's ability or inability to work. As another example, we may ask employees who seek leave to care for and bond with a newly adopted child to provide evidence of the adoption. Failure to provide certification or to do so in a timely manner may result in denial of leave. To learn what information you need to provide about your circumstances, contact the Executive Director.

Benefits will continue to be provided during the parental leave under this policy at the same rate as in effect before the leave was taken.

The use of the Parental Leave Policy does not extend the length of FMLA leave, if applicable, and if FMLA leave is applicable, these leaves will run concurrently.

After the paid parental leave has concluded, subsequent leave shall be covered under appropriate and applicable organization policies. After the paid parental leave is exhausted, the employee may use available PTO.

During the parental leave period, employees are protected from any form of discrimination or retaliation. Upon return to work, employees will be reinstated to their previous position or an equivalent role with the same pay, benefits, and terms of employment.

Military Leave

Prairie Paws Animal Shelter supports and will comply with USERRA. In general, military personnel, including the National Guard are entitled to an unpaid leave of absence when ordered to attend drills or annual muster or to perform active service. You have the right to be reemployed in your previous job as long as you meet your requirements under USERRA.

Court Case Testimony

We recognize that an employee might be subpoenaed or otherwise required to serve as a witness in a court case or arbitration. If you are called to serve as a witness, notify your manager as soon as possible.

Unless you are requested to testify by Prairie Paws Animal Shelter, employees will not be paid for the time they are away from work as a result of their participation in a court case or arbitration, unless you use available PTO.

Other Paid Leave

Paid Leave	Comments
Funeral (Bereavement) Leave	You are entitled to take up to three (3) workdays with pay to attend the funeral and take care of personal matters related to the death of a member of your immediate family, (a parent, spouse, spouse's parent, child, spouse's child by a former marriage, brother, sister, brother/sister in-law, or grandparent.) One (1) day of paid funeral leave will be granted in the case of the death of any member of your extended family, other relatives and friends. Only regular full-time employees are eligible for paid funeral leave, and leave must be approved by your supervisor. Paid time under this policy is given over and above any time allowed and earned under our Paid Time Off policy. Pay for funeral leave will be made for actual time lost from work. If the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your PTO occurs on any of the days of absence, you may not receive holiday or PTO pay in addition to paid funeral leaves. An excused absence for family death may not be retroactive, postponed or split. Documentation may be requested.
Jury Duty	Prairie Paws Animal Shelter supports our employees being civic minded. It is your duty as a citizen to report for Jury Duty whenever called. If you are called for Jury Duty, we will permit you to take the necessary time off and we wish to help you avoid any financial loss because of such service. If you are a full-time employee and have completed your Introductory Period, Prairie Paws Animal Shelter will

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| | <p>reimburse you for the difference between your jury pay and your regular pay, not to exceed eight (8) hours per day for a maximum of three (3) business days. You must:</p> <ul style="list-style-type: none"> • notify your supervisor within forty-eight (48) hours of receipt of the jury summons. • report for work if you are released from Jury Duty before the end of our workday OR if you are temporarily released from jury duty. • court documentation may be required. |
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Employee Pet Adoption Policy

Employees wishing to adopt a pet must follow the standard adoption process and do not get preferred treatment over regular adopters. Both part-time and full-time employees will receive a 25% discount on all adopted pets.

Workers Compensation

Prairie Paws Animal Shelter provides insurance to compensate for any illness or injury an employee might suffer while working on the organization's premises, traveling on official business, or attending an activity officially sponsored by the Organization. If you become ill or injured, please get medical attention immediately. You must also report the details of the incident to your supervisor immediately. And you must complete a report for every injury, no matter how small, to keep the coverage in force and to get any benefits or other compensation to which you may be entitled.

Unemployment Compensation

The law provides unemployment compensation benefits to protect workers from economic hardship due to a loss of employment. A terminated employee who is unable to secure new employment may file a claim for unemployment compensation. An employee may be eligible for unemployment compensation if he/she was terminated for reasons other than misconduct, as defined by state law. Generally, employees who voluntarily resign without "good cause" are not eligible for benefits.

When an employee files a claim for unemployment compensation, the employer is required to provide a written statement detailing the circumstances or reasons for the employee's termination. The employer will also be asked whether payment of unemployment compensation is opposed. The answer provided by the employer may determine the employee's eligibility for benefits. If either party disagrees with the initial determination with respect to coverage, an appeal can be made. A formal hearing is held in the event that there is an appeal.

Inclement Weather

Inclement weather is described as a weather condition which causes a major disruption to the roads and the operation of businesses and schools in the relevant area. The Executive Director shall determine when such conditions exist and shall take steps to notify all employees of delayed opening or closures. If you do not receive notice of the office closing, but are concerned to travel you should contact the Executive Director. In the event an office closure extends beyond three work days, for any reason including inclement weather PPAS reserves the right to suspend operations and you may be required to take unpaid leave of absence until such time that normal operations may be resumed. If inclement weather develops during work hours and the office closes early, employees will be paid for the number of worked hours. Absent employees will not be paid unless paid time off has been used for the day.

Use of PTO time:

If the office is not officially closed but inclement weather forces an employee to remain home, the employee will not be paid for the day; however, the employee may use a PTO day to compensate for the lost time (Unpaid time will only be allowed if you have exhausted your paid time off.)

Euthanasia Policy

At its root definition, euthanasia means, “good death” and refers to the practice of intentionally ending a life to relieve pain and suffering. Prairie Paws Animal Shelter opposes the destruction of healthy companion animals, but accepts that there may be valid cases where euthanasia is the most humane option. These cases may include terminal diseases, animals that represent a danger to humans or other animals, suffering, animals unsuitable for rehoming, or animals suffering from behavioral distress. PPAS insists that such euthanasia may only be done by methods which are approved by the AVMA and must be administered by a Veterinarian or their designee. We are committed to do all we can to meet the medical and behavioral needs of the animals we serve. With that in mind, there are no time limits by which pets in our shelter must be adopted, meaning pets are never euthanized for space reasons at Prairie Paws Animal Shelter. Only pets with conditions which cannot be reasonably remedied to provide the pet with an acceptable quality of life, or pets who pose a serious danger to others will be considered for euthanasia. All staff members involved in the euthanasia process receives specialized training and are expected and held accountable to perform this responsibility in a humane, respectful manner, always demonstrating compassion towards the animal.

Dress Code

Uniforms are provided to all full-time employees, if for any reason a uniform cannot be worn by an employee, the following dress code should be followed.

A neat, tasteful appearance contributes to the positive impression you make on our customers and donors. Personal appearance should be a matter of concern for each employee. Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers or visitors in person. Job requirements for each department are different at Prairie Paws Animal Shelter. No dress code can cover all contingencies, so employees are expected to use good judgment in their choice of clothing to wear to work. If you are uncertain about acceptable attire for work, please ask your supervisor or the Executive Director.

- Jeans may be worn if they are free of excessive tears, not frayed at the bottom, and clean.
- Capri-style pants and Shorts are generally acceptable, but should be worn with caution when working with pets and in public areas. An acceptable guideline for length is – when standing, the bottom of shorts or skirts should be longer than your fingertips reach when arms are at your side.
- Footwear should be appropriate for your job responsibilities. Conservative athletic or walking shoes, loafers, clogs, sneakers or boots.

Unacceptable Work Attire

- No flip-flops or beach-type footwear may be worn.
- No baseball caps, stocking caps or workout attire. Shorts or skirts that are too short and any spandex or other form-fitting pants may not be worn.
- Tank tops, midriff tops, shirts with potentially offensive words, symbols, logos, pictures, cartoons, or slogans; halter tops may not be worn. Sleeveless shirts may be worn if they are more than three fingers wide and undergarments are not showing.

Training and Development

Employee Training:

Prairie Paws Animal Shelter is committed to the continued professional growth and development of its employees. As much as possible, Prairie Paws Animal Shelter wants to provide staff with the opportunity to attend training and development

functions. Some training opportunities will be provided in house, and as financial resources are available, staff may have the opportunity to attend off-site training or conferences. The organization encourages employees to obtain skills, knowledge, and abilities that may improve opportunities for career advancement. Additionally, we encourage staff to share with management areas in which they would like additional training.

Leaving Prairie Paws Animal Shelter

If the decision to leave Prairie Paws Animal Shelter is imminent, please keep in mind the following requests and expectations regarding your departure with us:

- Exit Interviews – granting one to us if requested
- References – requesting and writing them
- Resignation – providing advance notice
- Organization property – returning or remunerating

Topic	Description
Exit Interviews	In instances where an employee voluntarily leaves the organization, Prairie Paws Animal Shelter management would like to discuss your reasons for leaving and any other impressions that you may have about Prairie Paws Animal Shelter. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit interview, you can express yourself freely. It is hoped that this exit interview will help us part as friends, as well as provide insights into possible improvements that we can make. All information will be kept strictly confidential and will in no way affect any reference information that Prairie Paws Animal Shelter management will provide another employer about you.
References	Prairie Paws Animal Shelter does not respond to oral requests for references. All requests must be in writing and on organization letterhead. In the event you leave the employ of Prairie Paws Animal Shelter, we may be able to provide references to potential employers, depending upon the circumstances, your employment history, etc. However, you must first sign a "reference release" waiver, allowing us to release reference information beyond merely confirming that you worked at Prairie Paws Animal Shelter for a specific period of time and your position. The only Prairie Paws Animal Shelter staff/representatives authorized to provide or comment on an employee reference is the Executive Director. <u>Under no circumstance</u> can any other employee respond to any requests for information regarding a present or past employee at Prairie Paws Animal Shelter. If you receive a request for a reference, you should forward the request to the Director for a response.
Resignation	While we hope for all employees to have a long career with Prairie Paws Animal Shelter, we realize that it may become necessary for you to leave your job with Prairie Paws Animal Shelter. If you anticipate having to resign your position, you are requested to notify your supervisor at least two (2) weeks in advance of the date that you must leave.
Return of Organization property	Any Prairie Paws Animal Shelter property issued to you, such as keys, t-shirts, leads, passwords, credit cards or laptops, etc. must be returned to Prairie Paws Animal Shelter at the time of your dismissal or resignation, or whenever your supervisor or a member of management requests it. You are responsible to pay for any lost or damaged items.

Health & Safety

First Aid:

Federal law ("OSHA") requires that we keep records of all accidents, which occur during the workday. The Kansas State Workers' Compensation Act also requires that you report any injury on the job, no matter how slight. If you hurt yourself or become ill, please contact your supervisor for assistance. If you fail to report an injury, you may jeopardize your right to

collect workers' compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards, which might be present on the job.

Smoking:

All PPAS locations are tobacco-free workplaces. Some locations may have designated smoking areas, these are the only areas where smoking is allowed.

Safety Rules:

Safety is everybody's business, must be a top priority for all staff. We want to protect you against injury and illness, as well as to ensure the safety of the hundreds of pets in our care. Please report all injuries (no matter how slight) to your supervisor immediately, as well as anything that needs repair or is a safety concern. Please adhere to all posted safety procedures in your department or work area.

Keys:

Those people to whom keys have been assigned are completely responsible for such keys. Upon termination of employment, all keys are to be returned, in person, to the Director, or your direct supervisor. Immediately advise the Director of any lost or stolen keys. Do not copy keys without authorization from management. Failure to comply can lead to termination.

Fire Safety:

Every employee is responsible for recognizing potential fire dangers and taking an active role in preventing fires. Employees are required to observe all safety requirements and regulations. Flammable materials are to be stored in covered metal containers. All employees need to learn the location of fire extinguishers in case there is a fire which is localized and can be extinguished quickly. If this is not possible, the employee should be aware of proper fire exits. In the event of a fire it is crucial that all employees remain calm in order to avoid panic. Your composure will provide reassurance to those around you, employees and customers alike. Place floor wet signs up after mopping; do not block any fire doors, fire exits, know where all fire extinguishers are and bring any safety concerns directly to your supervisor.

Housekeeping:

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times -- it is a required safety precaution. Easily accessible trash receptacles and recycling containers are located throughout the buildings. Please put all litter and recyclable materials in the appropriate receptacles and containers. Please don't put cigarettes out on the floor or throw ashes into any container not meant for that purpose. Always be aware of good health and safety standards, including fire and loss prevention. Please report anything that needs repairing or replacing to your supervisor immediately.

Computer Systems and Software - Unauthorized Copying:

The computer system is the property of Prairie Paws Animal Shelter and may only be used for approved purposes. At all times, users have the responsibility to use computer resources in a professional, ethical and lawful manner. Personal use of the computer system is a privilege that may be revoked at any time. With regard to use on local area networks or on multiple machines, Prairie Paws Animal Shelter employees shall use the software only in accordance with the license agreement. Prairie Paws Animal Shelter employees learning of any misuse of software or related documentation within the organization shall notify their department supervisor or Director. According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. Prairie Paws Animal Shelter employees who make, acquire or use unauthorized copies of computer software may be disciplined as appropriate under the circumstances. Such discipline may include dismissal.

Email:

Prairie Paws Animal Shelter views e-mail correspondence as a professional means of communication. Material that is fraudulent, harassing, embarrassing, defamatory, or otherwise unlawful or inappropriate may not be sent by e-mail or other

forms of electronic communication or displayed on or stored in the computers at Prairie Paws Animal Shelter. Users encountering this kind of material should immediately report the incident to their supervisor or the Director. Prairie Paws Animal Shelter reserves the right to monitor and review internet use and e-mail communications sent or received by employees.

Personal phone calls and mail:

Please keep personal phone calls to a minimum -- they must not interfere with your work. Please do not abuse this privilege. Emergency calls regarding illness or injury to family members, changed family plans, or calls for similar reasons may be made at any time. Incoming urgent calls will be directed to you. Please don't use Prairie Paws Animal Shelter as a personal mailing address and do not put personal mail in the stacks that are not stamped.

Personal Property:

Please understand that Prairie Paws Animal Shelter cannot assume any responsibility for loss or damage to personal property of any employee.

Parking Lot Behavior:

Please be courteous to other community neighbors. Use courtesy and common sense to avoid damage to your vehicle or another person's vehicle. Prairie Paws Animal Shelter does not assume any liability for any loss or damage you may sustain.

Media Inquiries:

All inquiries from the media must be directed to the Executive Director. You are not to give interviews or release information to the media unless it has been cleared by the Executive Director.

Good Security Habits:

Develop habits that ensure security as a matter of course.

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them should the need arise.
- When you leave Prairie Paws Animal Shelter's premises make sure that all entrances are properly locked and secured.

Theft:

Losses from theft immediately affect our ability to increase salaries and can jeopardize the profitability of the organization.

Property theft of any type will not be tolerated by Prairie Paws Animal Shelter. We consider property theft to be the unauthorized use of organization services or facilities or the taking of any organization property for personal use. Failure to comply will result in immediate termination.

Travel Policy

Prairie Paws Animal Shelter's policy regarding business travel is to use moderation when choosing hotel accommodations, airfare and car rental. Any business expenses incurred on the organization credit card must be documented with receipts, accounted for on the expense reimbursement form and approved by the Executive Director before being paid. No personal expenses should be paid for on an organization credit card.

Drug and Alcohol Policy

PPAS wants to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a safe and satisfactory manner. While on our premises and while conducting business-related activities off our premises, no employee may use, possess, manufacture, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the

job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger any person in the workplace. Violations of this policy may also have legal consequences. Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or other member of management without fear of reprisal. There are certain occasions, such as our signature events and staff parties, where alcohol may be served. Staff should use discretion and act responsibly.

Disciplinary Action

Employees who violate this policy may be disciplined or terminated, even for a first offense. Violations include refusal to consent to and comply with testing and search procedures as described.

Searches

Prairie Paws Animal Shelter may conduct searches for illegal drugs or alcohol on organization property or worksites without prior notice to employees. Such searches may be conducted at any time. Employees are expected to cooperate fully. Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search. Personal property may include, but is not limited to, purses, boxes, briefcases, as well as any Prairie Paws Animal Shelter property that is provided for employees' personal use, such as desks, lockers, and files. An employee's consent to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination.

Drug Testing

Prairie Paws Animal Shelter may require a blood test, urinalysis, hair test or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol or where other circumstances or workplace conditions justify such testing. The refusal to consent to testing may result in disciplinary action, including termination.

Social Media Policy

Prairie Paws Animal Shelter realizes that social media and networking websites have become a regular part of everyday life and that many people enjoy membership of sites such as Facebook and Twitter. However, we are also aware that these sites can become a negative forum for complaining or gossiping and care must be taken not to breach our confidentiality policy or offend anyone when using these services. The following policy has been designed to give staff clear guidelines as to what PPAS expect of them when accessing these sites. The absence of, or lack of, explicit reference to a specific website or service does not limit the extent of the application of this policy. Where no policy or guidelines exist, employees should use their professional judgment and take the most prudent action possible. Consult with your supervisor if you are uncertain.

Guidance for Personal use

If you have your own personal profile on a social media page, you should make sure that others cannot access any content, media or information from that profile that (a) you are not happy for them to have access to; and (b) which would undermine your position as a professional, trusted and responsible person. As a basic rule, if you are not happy for others you work with to see particular comments, media or information simply do not post it in a public forum online.

When using social media sites, staff members should consider the following:

- Changing the privacy settings on your profile so that only people you accept as friends can see your content.
- Reviewing who is on your 'friends list' on your personal profile. In most situations you should not accept friend requests on your personal profile from 'clients' you work with (This includes young people, parents, etc.).
- Ensuring personal blogs have clear disclaimers that the views expressed by the author are theirs alone and do not represent the views of PPAS. Make your writing clear that you are speaking for yourself and not on behalf of PPAS.
- Ensuring information published on any of PPAS' social media outlets complies with PPAS' confidentiality and data protection policies.
- Breach of confidentiality will result in disciplinary action up to and including termination.
- Ensuring you are always respectful towards:
 - PPAS
 - Other Staff Members

- Clients
- Other Agencies and Partners
- Staff should be aware that any disrespectful or rude comments to the above might be seen as libelous and could result in disciplinary action or termination of your contract.
- PPAS' logos and trademarks may not be used without written consent. Exception is if you are sharing such posts and not posting negative comments.
- At all times, in or out of working hours, you are an ambassador for PPAS. Be aware that your actions captured via images, posts or comments online can reflect on the PPAS organization. Posting negative comments about other organizations will result in disciplinary action and or termination.
- If you are approved as an Admin to make posts on behalf of PPAS please be sure to use proper grammar and punctuation.
- If you see any negative or disturbing posts on the PPAS Facebook page, alert your immediate supervisor immediately. Do not respond – in some cases it may be best for us to remove and ban the posting or properly respond after consulting with the PPAS Board of Directors or Attorney if necessary for any liability or slanderous remarks.

Vague Posting or Vague Booking

An intentionally vague Facebook status update, that prompts friends to ask what's going on, is possibly a cry for help or is sometimes mean or sarcastic comments directed towards an individual without using their name. Use common sense when posting on your own page.

- The general public (if you don't have privacy settings on your page) can see what you write. This includes our clients, donors, Board Members etc.
- If you like to "vague" post or vent about your work it is probably in your best interest to not be friends with anyone at work.
- Your posts are time stamped. Excessive posting to your personal page (not work related) during company time may be grounds for disciplinary action.
- If you are mad or upset about an incident at work, do not vague-post or vent about it on social media.

Guidance for Posting to Organizational Pages

Social media is used frequently by PPAS staff in the following ways:

- Front Desk staff: Promote adoptable pets and/or educate the public on programming and effective pet ownership, thank people for adopting
- Fundraising Staff: Market upcoming events and/or fundraise and ask for donations

It is important that all facebook posts made on organization pages, have simple messages and display our organization in a positive light. When posting to facebook always be mindful of:

1. Try to coordinate as a team to post a minimum of 5 times per week, but not more than once per day.
2. Include eye-catching graphics, photos and videos of pets that:
 - a. Have clean and uncluttered backgrounds (no feces, urine, blood, vomit etc.)
 - b. Don't show animals that are injured, in distress or displaying signs of aggression or fear
 - c. Don't contain any confidential information
 - d. Don't include members of the public excluding staff and volunteers
3. Include in the body of the post that if people have questions they can contact via phone or email, don't ask people to comment below with questions.

4. Don't engage in comments as yourself or as the organization unless to communicate a clearly factual detail. A rule of thumb is if your answer requires more than 4-5 words don't comment because it will lead to a lengthy discussion and those should be had off-line.
 - a. Examples of comments you should engage in:
 - i. Question: What time does this start? Answer: 12:00pm this Saturday
 - ii. Question: how much is the adoption fee? Answer: \$100
 - b. Examples of comments you should not engage in:
 - i. Question: Why are the fees so high?
 - ii. Question: My vet says 8 weeks is too young for spay/neuter, why are you doing this?
5. Avoid accusatory or controversial posts unless approved by the Facility Director, examples of controversial posts:
 - a. 'This dog was dumped' 'These cats were mis-treated/abused'

STATE OF KANSAS
LICENSE TO PRACTICE VETERINARY MEDICINE

License # 6471 Expires: 6/30/2024

Jessica L. Braun, DVM
3232 E 27th
Hays, KS 67601



Kansas Board of Veterinary Examiners
Phone: 785-456-8781 Fax: 785-456-8782

	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	TOTAL 2024
Income													
Emporia Fundraising													
Monetary Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	720.00	720.00	720.00	720.00	720.00	3,600.00
Direct Mail Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	400.00	400.00	1,200.00
Total Emporia Fundraising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	720.00	720.00	1,120.00	1,120.00	1,120.00	4,800.00
Emporia Government Support													
City of Emporia	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,900.00	12,900.00	12,900.00	12,900.00	12,900.00	64,500.00
Total Emporia Area Government Support	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,900.00	12,900.00	12,900.00	12,900.00	12,900.00	64,500.00
Emporia Program Revenue													
Emporia Adoption Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	12,500.00
Emporia Microchip Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	30.00	30.00	30.00	30.00	150.00
Emporia Spay/Neuter Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	2,000.00	4,000.00
Emporia Reclaim fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	200.00	200.00	200.00	200.00	1,000.00
Emporia Retail	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	100.00	100.00	100.00	100.00	500.00
Total Program Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,830.00	2,830.00	2,830.00	4,830.00	4,830.00	18,150.00
Total Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,450.00	16,450.00	16,850.00	18,850.00	18,850.00	87,450.00
Expense													
Emporia Payroll Expenses													
Emporia Wages & salary													
Emporia Salaried Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,188.46	4,376.92	6,565.38	4,376.92	4,376.92	21,884.61
Emporia Hourly wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,520.00	7,040.00	10,560.00	7,040.00	7,040.00	35,200.00
Emporia Simple IRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	171.25	342.51	513.76	342.51	342.51	1,712.54
Emporia Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	400.00	400.00	400.00	400.00	2,000.00
Emporia Authorized time off	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.40	140.80	211.20	140.80	140.80	704.00
Emporia Overtime Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	50.00	50.00	50.00	50.00	250.00
Total Emporia Wages & salary	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,400.11	12,350.23	18,300.35	12,350.23	12,350.23	61,751.15
Emporia FICA taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	476.81	920.09	1,363.38	920.09	920.09	4,600.46
Emporia Workers compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00
Total Emporia Payroll Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	476.81	1,420.09	1,363.38	920.09	920.09	5,100.46
Total Emporia Payroll expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,876.92	13,770.32	19,663.72	13,270.32	13,270.32	66,851.61
Emporia Other Personnel Expenses													
Book-keeping Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	150.00	150.00	150.00	150.00	750.00
Professional fees - Legal/CPA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	100.00	100.00	100.00	100.00	500.00
Emporia Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Emporia Other Personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	250.00	250.00	250.00	250.00	1,250.00
Emporia Non-personnel expenses													
Emporia Office/postage supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	75.00	75.00	75.00	75.00	375.00
Emporia Equipment lease/rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180.00	180.00	180.00	180.00	180.00	900.00
Total Emporia Non-personnel expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	255.00	255.00	255.00	255.00	255.00	1,275.00
Emporia Occupancy Expenses													

	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	TOTAL 2024
Emporia Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00	175.00	175.00	175.00	175.00	875.00
Emporia Electricity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	5,000.00
Emporia Insurance - non employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	300.00	600.00
Total Emporia Occupancy Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,175.00	1,475.00	1,175.00	1,175.00	1,475.00	6,475.00
Emporia Travel & meeting expenses													
Emporia Staff development/meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	200.00	200.00	200.00	200.00	1,000.00
Emporia Automobile expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	100.00	100.00	100.00	100.00	500.00
Total Emporia Travel & meeting expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	300.00	300.00	300.00	300.00	1,500.00
Emporia Animal expenses													
Emporia Animal Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	825.00	825.00	825.00	825.00	825.00	4,125.00
Emporia Pet Food Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	400.00	400.00	400.00	400.00	2,000.00
Emporia Vet expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	300.00	300.00	300.00	300.00	1,500.00
Emporia Spay/neuter expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	5,000.00
Emporia Cleaning supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	150.00	150.00	150.00	150.00	750.00
Total Emporia Animal expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,675.00	2,675.00	2,675.00	2,675.00	2,675.00	13,375.00
Emporia Fundraising expenses													
Emporia Fundraising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	200.00	200.00	200.00	200.00	1,000.00
Total Emporia Fundraising expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	200.00	200.00	200.00	200.00	1,000.00
Emporia Miscellaneous Expenses													
Emporia Marketing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	100.00	100.00	100.00	100.00	500.00
Emporia Member Dues and subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00	0.00	200.00
Emporia Licenses and permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00	400.00
Total Emporia Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	500.00	100.00	100.00	100.00	1,100.00
Total Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,031.92	19,425.32	24,618.72	18,225.32	18,525.32	92,826.61
Net Ordinary Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,418.08	-2,975.32	-7,768.72	624.68	324.68	-5,376.61

	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	TOTAL 2025
Income													
Emporia Fundraising													
Monetary Donations	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	8,640.00
Direct Mail Donations	0.00	400.00	400.00	0.00	400.00	400.00	0.00	400.00	400.00	0.00	400.00	400.00	3,200.00
Total Emporia Fundraising	720.00	1,120.00	1,120.00	720.00	1,120.00	1,120.00	720.00	1,120.00	1,120.00	720.00	1,120.00	1,120.00	11,840.00
Emporia Government Support													
City of Emporia	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	157,896.00
Total Emporia Area Government Support	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	13,158.00	157,896.00
Emporia Program Revenue													
Emporia Adoption Revenue	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	30,000.00
Emporia Microchip Sales	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	360.00
Emporia Spay/Neuter Fees	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	42,000.00
Emporia Reclaim fees	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Emporia Retail	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Total Program Revenue	6,330.00	6,330.00	6,330.00	6,330.00	6,330.00	6,330.00	6,330.00	6,330.00	6,330.00	6,330.00	6,330.00	6,330.00	75,960.00
Total Income	20,208.00	20,608.00	20,608.00	20,208.00	20,608.00	20,608.00	20,208.00	20,608.00	20,608.00	20,208.00	20,608.00	20,608.00	245,696.00
Expense													
Emporia Payroll Expenses													
Emporia Wages & salary													
Emporia Salaried Wages	4,376.92	4,376.92	4,376.92	4,376.92	6,565.38	4,376.92	4,376.92	4,376.92	4,376.92	6,565.38	4,376.92	4,376.92	56,900.00
Emporia Hourly wages	7,040.00	7,040.00	7,040.00	7,040.00	10,560.00	7,040.00	7,040.00	7,040.00	7,040.00	10,560.00	7,040.00	7,040.00	91,520.00
Emporia Simple IRA	342.51	342.51	342.51	342.51	513.76	342.51	342.51	342.51	342.51	513.76	342.51	342.51	4,452.60
Emporia Health Insurance	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	4,800.00
Emporia Authorized time off	140.80	140.80	140.80	140.80	211.20	140.80	140.80	140.80	140.80	211.20	140.80	140.80	1,830.40
Emporia Overtime Wages	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
Total Emporia Wages & salary	12,350.23	12,350.23	12,350.23	12,350.23	18,300.35	12,350.23	12,350.23	12,350.23	12,350.23	18,300.35	12,350.23	12,350.23	160,103.00
Emporia FICA taxes	920.09	920.09	920.09	920.09	1,363.38	920.09	920.09	920.09	920.09	1,363.38	920.09	920.09	11,927.67
Emporia Workers compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00
Total Emporia Payroll Taxes	920.09	920.09	920.09	920.09	1,363.38	920.09	920.09	920.09	1,420.09	1,363.38	920.09	920.09	12,427.67
Total Emporia Payroll expenses	13,270.32	13,270.32	13,270.32	13,270.32	19,663.72	13,270.32	13,270.32	13,270.32	13,770.32	19,663.72	13,270.32	13,270.32	172,530.67
Emporia Other Personnel Expenses													
Book-keeping Fees	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
Professional fees - Legal/CPA	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Emporia Uniforms	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
Total Emporia Other Personnel Expenses	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
Emporia Non-personnel expenses													
Emporia Office/postage supplies	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
Emporia Equipment lease/rental	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	2,160.00
Total Emporia Non-personnel expenses	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00	3,060.00
Emporia Occupancy Expenses													

	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	TOTAL 2025
Emporia Repairs & Maintenance	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	2,100.00
Emporia Electricity	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Emporia Insurance - non employee	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	300.00	1,200.00
Total Emporia Occupancy Expenses	1,175.00	1,175.00	1,475.00	1,175.00	1,175.00	1,475.00	1,175.00	1,175.00	1,475.00	1,175.00	1,175.00	1,475.00	15,300.00
Emporia Travel & meeting expenses													
Emporia Staff development/meetings	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Emporia Automobile expense	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Total Emporia Travel & meeting expenses	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
Emporia Animal expenses													
Emporia Animal Supplies	825.00	825.00	825.00	825.00	825.00	825.00	825.00	825.00	825.00	825.00	825.00	825.00	9,900.00
Emporia Pet Food Expense	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	4,800.00
Emporia Vet expense	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
Emporia Spay/neuter expense	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	24,000.00
Emporia Cleaning supplies	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
Total Emporia Animal expenses	3,675.00	3,675.00	3,675.00	3,675.00	3,675.00	3,675.00	3,675.00	3,675.00	3,675.00	3,675.00	3,675.00	3,675.00	44,100.00
Emporia Fundraising expenses													
Emporia Fundraising	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Total Emporia Fundraising expenses	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Emporia Miscellaneous Expenses													
Emporia Marketing	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Emporia Member Dues and subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00	0.00	200.00
Emporia Licenses and permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00	400.00
Total Emporia Miscellaneous Expenses	100.00	100.00	100.00	100.00	100.00	100.00	100.00	300.00	500.00	100.00	100.00	100.00	1,800.00
Total Expense	19,275.32	19,275.32	19,575.32	19,275.32	25,668.72	19,575.32	19,275.32	19,475.32	20,475.32	25,668.72	19,275.32	19,575.32	246,390.67
Net Ordinary Income	932.68	1,332.68	1,032.68	932.68	-5,060.72	1,032.68	932.68	1,132.68	132.68	-5,460.72	1,332.68	1,032.68	-694.67

Exhibit 8: Prairie Paws Animal Shelter: Manual of Standard Operating Procedures



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MISSION, PHILOSOPHY AND PURPOSE

The Standard Operating Procedures were written with everyone's input, and all staff are accountable for following them. This manual enables us to be consistent about the standard of care we provide to the animals, as well as the level of service we provide to our customers and guests.

The mission of Prairie Paws is "to provide compassionate care and placement for animals in need". We do this under a no-kill philosophy where euthanasia is a last resort and only in the circumstances of severe medical or behavior issues. Euthanasia for the primary purpose of creating space is not acceptable, and the percentage of animals that achieve a live outcome should exceed 90% annually.

All employees and volunteers can request changes, deletions, or additions in writing to the Executive Director, who will evaluate each request. The Executive Director may discuss the changes with additional stakeholders, and will formulate a response. Individuals unsatisfied with the response may escalate the request to the Board of Directors. Any changes to this manual will be communicated to all employees and Board Members of the organization.

HOURS OF OPERATION

Staffed Hours:

Monday to Sunday 8:00am to 6:00pm **Public Holidays not included

Public Open Hours:

Monday to Saturday 9:00am to 6:00pm, Sunday 11:00am to 4:00pm

INTAKE

The Prairie Paws Animal Shelter closely manages all intakes to make the best use of available resources and to provide the highest care possible to the sheltered pets. Pets from Franklin County, and pets that have been adopted from Prairie Paws are prioritized, but no animal is to be euthanized for the sole purpose of making space for new intakes.

Management of intakes can include appointment-booking and wait-listing if necessary. All animals who physically arrive at the facility for any reason must have their intake finalized before close of business the same day.

Stray Dog Intake Policy

All healthy free-roaming stray dogs found within Franklin County should be accepted into Prairie Paws. Stray dogs found outside of Franklin County will not be accepted without the prior approval of the Executive Director. All stray dogs will be held for the state-mandated 3 day hold (not including intake date, or public holidays) before having surgery or an outcome performed.

Stray Dog Intake Procedure

1. Have the finder complete a stray intake form and take a copy of their photo ID
2. Scan the dog for a microchip, take a photo, check the sex of the dog and place it in an intake kennel.
3. Post the dog's picture and information on facebook, review lost reports and search the microchip if a microchip was found, and note any tags/ID that is on the dog.
4. Enter the dog into the Shelter Management System including all known information and photo.
5. Continue making efforts to contact the owner encouraging a fast reclaim. If a same day reclaim is likely then delay the administration of intake vaccinations/medications.
6. If reclaim efforts are proving unsuccessful move forward with finalizing the intake.
7. Complete an Intake Form ensuring Animal Information and the Medical Intake Items are completed. The administration of the Medical Intake Items is what causes the Medical Intake Fee to be charged upon reclaim.
8. Add the Medical Intake Items to the animal's record in the Shelter Management System, print a kennel card and place the dog in a kennel with food, water, bedding and toys. Hang the kennel card and add the dog to the animal care board.
9. Scan the Stray Intake Form and the Finder's ID to the animal's record.
10. Place the dog's file in the "Not Ready to Go Home" section of the files due to the need to wait for the stray hold to expire.
11. Reclaim Fees:
 - a. \$25 Admin fee - if the dog has been put into Shelter Management System

- b. \$15 Medical fee- if the dog has received the Medical Intake Items
- c. \$10/night Boarding fee- if the dog has been put in a kennel.

Healthy Stray Cat Intake Policy

Healthy, thriving community cats should not be accepted into the shelter unless absolutely necessary. Reducing the intake of healthy, thriving cats enables the shelter to save those that truly need saving because of the following factors:

- Less than 5% of stray cats are reclaimed, sheltering cats is not an effective way of reuniting them with their owner.
- Cats in shelters face euthanasia twice as often as dogs, animal shelters are less appropriate places for cats than dogs.
- When overwhelmed with high intake, shelters are unable to provide quality care and services to the cats and people who really need our help.
- Allowing every stray cat to enter the shelter indiscriminately removes outdoor cats/pets from marginalized communities and relocates them to more affluent communities, separating families and contributing to systemic oppressions.
- A single community cat often has multiple caregivers, many people who are bonded with it. Friendly cats become friendly because someone spent time with the cat and continues to interact with it. In many neighborhoods, especially low-income neighborhoods, residents cannot have indoor pets, or may simply allow their cat outdoors. Indiscriminate pick-up of cats results in stealing people's pets.
- Studies show that simply removing cats may actually increase the local population by up to 200% because new cats will move into the territory. Those cats will have kittens and the number of cats will rise to match the food available to them. If the cats who were removed belonged to a resident, those residents may get new cats.
- Without leash laws there is no legal obligation to be impounding outdoor cats, it is not illegal or unethical for pet owners to allow their cats to spend time outdoors. Impounding and charging them for a service they don't need or want consumes unnecessary resources

The following strategies should be implemented in an effort to reduce the number of stray cats being admitted:

- Evaluate cats to determine if they appear to be thriving in their outdoor home (scan for a microchip)
- Return healthy ear-tipped cats to where they were found
- Encourage finders to post found cats on social media, but leave them where they found them unless they are in danger. It is almost statistically impossible that a cat's owner will reclaim it once impounded, they are 10-50 times more likely to be reunited if humans don't intervene
- Assist with spay/neuter of community cats through TNR, RTF or low-cost programs
- Encourage kittens to be left and observed for signs of a mother caring for them
- Avoid intaking healthy kittens until 8 weeks old
- Encourage finders to foster until 8 weeks old, educate them on care and socialization
- Encourage long-term finders to claim ownership and relinquish the cat to the shelter instead of intaking as a stray. This allows for a faster outcome and lower the LOS of the cat.

****Refer to the sick/injured stray animal policy for guidance on cats who need veterinary care.**

Cats in the following categories are usually the only individuals who do require to be admitted to the shelter:

- Orphaned/abandoned kittens
- Cats who are not sick/injured but are not thriving physically
- Abandoned cats (eviction, housefire, car wreck, owner death etc)

- Extreme weather for certain populations of cats

Stray Cat Intake Procedure

1. Have the finder complete a stray intake form and take a copy of their photo ID
2. Scan the cat for a microchip, take a photo, check the sex of the cat and place it in an intake kennel.
3. Post the cat's picture and information on facebook, review lost reports and search the microchip if a microchip was found, and note any tags/ID that is on the cat.
4. Enter the cat into the Shelter Management System including all known information and photo.
5. Continue making efforts to contact the owner encouraging a fast reclaim. If a same day reclaim is likely then delay the administration of intake vaccinations/medications.
6. If reclaim efforts are proving unsuccessful move forward with finalizing the intake.
7. Complete an Intake Form ensuring Animal Information and the Medical Intake Items are completed. The administration of the Medical Intake Items is what causes the Medical Intake Fee to be charged upon reclaim.
8. Add the Medical Intake Items to the animal's record in the Shelter Management System, print a kennel card and place the cat in a kennel with food, water, bedding and toys and hang the kennel card.
9. Scan the Stray Intake Form and the Finder's ID to the animal's record.
10. Place the cat's file in the "Not Ready to Go Home" section of the files due to the need to wait for the stray hold to expire.
11. Reclaim Fees:
 - d. \$25 Admin fee - if the cat has been put into Shelter Management System
 - e. \$15 Medical fee- if the cat has received the Medical Intake Items
 - f. \$10/night Boarding fee- if the cat has been put in a kennel.

Owner Surrender Policy (Dogs & Cats)

All residents of Franklin County who wish to voluntarily relinquish a pet will receive support from Prairie Paws Animal Shelter. Owner surrenders will rarely be accepted on the same day as the owner requests the service. This is to make the very best use of organizational resources and to maintain a high LRR and low LOS.

1. **The owner is required to complete a surrender application.** These are available online and at the front desk and are designed to capture all of the necessary information to facilitate an effective review process.
2. **The application is reviewed by PPAS staff within 72 hours.** The review process will first identify if the person resides within Franklin County and then will focus on whether any resources can be provided to the person to enable them to keep the pet. The following resources can be offered:
 - a. Behavior counseling with a volunteer dog behaviorist
 - b. Assistance with spay/neuter, veterinary bills and vaccines
 - c. Pet food, supplies and cat litter
 - d. Private rehoming support
3. **The intake appointment is set.** PPAS has a goal of intaking owner surrenders from Franklin County residents within 7 days of the application being received. The exact date and time of the appointment will take into consideration the following factors:
 - a. Is the animal already altered? If not, what is the weight, species, gender and age so that surgery can be timely?
 - b. What space and staffing resources are currently available at the facility?
 - c. Will the animal require any foster care or extensive care and treatment?
 - d. Does the animal have a severe medical or behavior issue that would likely result in euthanasia. If so, owners should be counseled and supported on arranging this to be done at a veterinarian and not admitting the animal to a shelter.

Owner Surrender Intake Procedure (Dogs & Cats)

1. Have the owner sign the surrender contract (this transfers ownership to the shelter) and take a copy of their photo ID
2. Scan the pet for a microchip, take a photo, check the sex and place it in an intake kennel.
3. Complete an Intake Form ensuring Animal Information and the Medical Intake Items are completed.
4. Evaluate which of these categories this animal falls into:
 - a. **Ready to go home:** no additional care items are needed and the animal appears healthy and behaviorally safe
 - b. **Not ready to go home:** additional care items are needed and/or there are concerns regarding the health or behavior which need to be addressed. If the animal is in this category conduct further evaluation to determine what status the animal is.
 - i. **Available:** The animal can be promoted to the public until these items are addressed, and an adoption hold can be placed to secure an adopter ahead of the items being resolved.
 - ii. **Unavailable:** The animal will not be published on the website or posted in the lobby for meet and greets. This is typically animals who have severe medical or behavioral issues.
 - c. **In Foster:** These pets are placed in foster soon after intake to protect them from the risk of physical or mental health decline. Most often used for kittens and puppies who are under 8 weeks old, but also used for senior pets or pets with unique behavioral needs.
5. Enter the pet into the Shelter Management System including all known information and a photo.
6. Scan the Surrender Contract and the owner's ID to the animal's record.
7. Add the Medical Intake Items to the animal's record in the Shelter Management System, print a kennel card and place the dog in a kennel with food, water, bedding and toys and hang the kennel card.

Returned Adoption Policy

All pets adopted from PPAS are permitted to return to the facility for any reason for the remainder of their life. This is our commitment to the animals and people we serve and is not restricted to adopted pets that reside in Franklin County. While returned adoptions can typically be admitted more quickly than an Owner Surrender they are still rarely accepted on the same day as the owner requests the service. This is to make the very best use of organizational resources and to maintain a high LRR and low LOS. Any returned adoption is processed as a return and never as an owner surrender, regardless of how much time has passed since adoption.

1. **The owner is required to complete a surrender application.** These are available online and at the front desk and are designed to capture all of the necessary information to facilitate an effective review process.
2. **The application is reviewed by PPAS staff within 24 hours.** The review process is mostly focusing on identifying which pet is being returned and validating that it was adopted from PPAS, as well as to establish if any resources can be provided to the person to enable them to keep the pet. The following resources can be offered:
 - a. Behavior counseling with a volunteer dog behaviorist
 - b. Assistance veterinary bills and vaccines
 - c. Pet food, supplies and cat litter
 - d. Private rehoming support
3. **The intake appointment is set.** PPAS has a goal of intaking returned adoptions within 72 hours of the application being received if resource provision is not successful. The exact date and time of the appointment will take into consideration the following factors:
 - a. What space and staffing resources are currently available at the facility?
 - b. Will the animal require any foster care or extensive care and treatment?
 - c. Does the animal have a severe medical or behavior issue that would likely result in euthanasia.

Returned Adoption Intake Procedure (Dogs & Cats)

8. Have the owner sign the return contract (this transfers ownership to the shelter)
9. Scan the pet for the microchip and confirm this is the pet in question, and place it in an intake kennel. Take an updated photo if necessary.
10. Complete an Intake Form ensuring Animal Information and the Medical Intake Items are completed.
11. Evaluate which of these categories this animal falls into:
 - a. **Ready to go home:** no additional care items are needed and the animal appears healthy and behaviorally safe. Animals that have recently been adopted can normally be placed back into this category.
 - b. **Not ready to go home:** additional care items are needed and/or there are concerns regarding the health or behavior which need to be addressed. If the animal is in this category conduct further evaluation to determine what status the animal is.
 - i. **Available:** The animal can be promoted to the public until these items are addressed, and an adoption hold can be placed to secure an adopter ahead of the items being resolved.
 - ii. **Unavailable:** The animal will not be published on the website or posted in the lobby for meet and greets. This is typically animals who have severe medical or behavioral issues.
 - c. **In Foster:** These pets are placed in foster soon after intake to protect them from the risk of physical or mental health decline.
12. Scan the Return Contract onto the animal's record.
13. Add the Medical Intake Items to the animal's record in the Shelter Management System, print a kennel card and place the pet in a kennel with food, water, bedding and toys and hang the kennel card.

Sick/Injured Stray Animal Policy

All sick and injured stray dogs and cats found within Franklin County are to be referred to Cottonwood Animal Hospital. Once stabilized, those pets are transferred to PPAS for housing and reclaim/adoption. If the pet is severely injured or ill, the veterinarian will determine if euthanasia is appropriate. Pets that, in the opinion of the veterinarian, are experiencing extreme pain or suffering, may be euthanized after their staff has exhausted reasonable efforts to contact the owner. The description of the animal, date lost or found, location where animal was lost or found, and any forms of identification are important factors used for matching animals.

Bite Quarantine/Protective Custody:

All cats and dogs whose bite results in breaking skin on their victim must be held in quarantine for 10 days. Owned animals with current rabies vaccines may be quarantined in their homes. Owned animals without a current rabies vaccine must be quarantined in the shelter. All strays that have bitten and broken skin must be held in the shelter. At the end of the quarantine, owned animals, without court holds, may be released to the owner after they have been given a rabies vaccine. Those with court holds are considered evidence and may be released only by orders from the presiding judge. Stray dogs held in quarantine will be observed during the quarantine period and we will not be handled by staff. Prairie Paws Animal Shelter is occasionally asked to hold animals while their owners are being detained by law enforcement or if they were with their owners in a car accident.

Lost/Found Reports

The goal of lost/found reports is to expedite the reunification of lost pets with their owners, and reduce the number of these animals that require admission to PPAS in order to achieve this. Reunifications that occur in the community should be encouraged and supported to every extent possible. This reduces the number of unnecessary intakes that occur at the facility and reduces the risk of disease transmission. Lost and Found reports can be taken in person or over the phone.

Lost Pet Reports

- Complete all sections of the lost pet report, and attempt to have the owner provide a photo of their pet.
- Encourage the pet owner to post photos and information about their lost pet on the lost pet facebook page. They should also regularly check the page for new posts.
- Check the found animal reports to see if there are any potential matches.
- Educate the pet owner about the stray animal page on the website that shows all of the newly admitted pets that are awaiting the stray hold to expire.
- Educate the pet owner on software systems that are helpful: pawboost and petco love lost.
- Encourage them to post flyers around their neighborhood and to ask the mailperson or paper delivery person to look for the lost pet too.
- Instruct the pet owner that we do not actively check every new intake against every lost report and that lost reports are not kept on file indefinitely.
- If a newly admitted pet matches the description on a lost pet report or on a facebook post, attempt to make contact and provide a photo of the newly admitted pet to the pet owner. If they believe it is a match from the photo then allow them to meet the pet in person if they request it prior to processing the reclaim.
- Offer a free microchip with every reclaim to improve reunifications in the future.
- Destroy lost pet reports when a pet is reunited. If the pet goes missing again the owner needs to file a new report.
- When there is time, any staff or trained volunteers should call people who have filed lost and found reports to see if they have found their animal or found the owner. Many times they forget to call us back.

Found Pet Reports

- Finders in Franklin County are permitted and encouraged to house stray pets temporarily while attempting to find the owner as long as they report the animal as found to PPAS.
- Complete all sections of the found pet report, and attempt to have the finder provide a photo of the pet.
- Encourage the finder to post photos and information about the found pet on the lost pet facebook page. They should also regularly check the page for new posts about someone missing that pet.
- Check the lost animal reports to see if there are any potential matches.
- Encourage them to post flyers around their neighborhood
- Instruct the finder that they are welcome to request the animal be admitted to PPAS (refer to stray cat and stray dog policies)
- Destroy found pet reports when a pet is reunited.

Transfer In

Transferring animals from other organizations into PPAS can be costly and complicated and can only be performed with the approval of the Executive Director. Requests from organizations that want to transfer animals to PPAS should be in email form to the Executive Director who will take the following information into consideration, to determine if a transfer is appropriate:

1. Where are the animals currently being sheltered. Areas within and close to the service area are prioritized, and shelters from out of state would require additional documentation to be provided.
2. Information pertaining to the animals: number, species, age, health, behavior, alter status, breed etc.
3. Capacity of the facility, including; kennel space, staffing, finances, surgical capacity, current adoption volume etc.

If a transfer is approved by the Executive Director the details of the transfer will be provided to the staff who are scheduled to work on the day of arrival so that they can prepare and process the transfer.

Wildlife

PPAS does not hold any wildlife rehabilitation licenses or permits and cannot engage in wildlife housing. PPAS can assist the public with transport of injured and orphaned wildlife to a licensed rehabilitation organization if resources allow. Citizens who call with wildlife-related questions are referred to Operation Wildlife.

OUTCOME

Domestic animals housed at PPAS leave in one of following ways: they're adopted, returned to the owner, euthanized, or transferred. Wild animals are released, sent to a certified rehabilitator, or euthanized.

Adoption

Information about animals adopted from the Shelter must be recorded on the computer record. This includes the date of adoption and the name, address and telephone number of the adopter. Guidelines for adoption procedures and the handling of adoptions ensure that potential adopters are given an equal opportunity to adopt. All staff are responsible for adhering to adoption procedures, for reviewing and approving or declining adoption applications and for handling adoption contracts and fees. Adoption of animals from the Shelter is on a first-come, first-served basis, and the first suitable adopter will be permitted the opportunity to adopt the pet.

- Adoption Holds. Can be placed for 24 hours to give adopters time to prepare for the animal. Holds can only be placed for longer than 24 hours if there is a medical justification for the animal to stay at the shelter (spay/neuter surgery, medication etc). Adoption Holds require processing in the Shelter Management system as well as payment of the entire adoption fee. Adoption hold fees, and adoption fees are non-refundable if the adopter decides not to adopt as a deterrent to people from being indecisive.
- Family/household members. Because the decision to adopt a lifelong companion is a big step in one's life, it is recommended that family and household members participate in the selection of a pet and that existing pets meet the potential new pet.
- Consultation. Once an animal is selected, the computer record is reviewed for information about that animal and to inform the applicant of any known information about the pet. Staff will work with the applicant and the animal they are interested in and engage in a dialog with the applicant to determine if this is a suitable match.
- Spay/Neuter. All animals must be spayed/neutered before going to their new home. Some may have already been altered. This should be verified by the staff. Animals who require spay/neuter must be 8 weeks old and weigh a minimum of 1.5lbs.
- Declining an applicant. In the event an individual has the "do not adopt" feature enabled on their profile, you must inform them that "I cannot adopt a pet to you today, your profile has been intentionally locked. If you would like to discuss this in more detail I can have our Executive Director contact you".
- Finalizing an adoption. The final adoption process includes having the adopter sign the contract, payment of adoption fees, issuance of medical information, checking for microchip information and completion of in-house forms.
- Adoption contract. Adopters are required to carefully read the adoption contract and affix their signatures to this document indicating agreement to its terms, conditions, and spay/neuter and health exam requirements.
- Medical information. All medical information is kept current in the animal's record. This information is to be given to the adopter so their veterinarian knows what we have done for the animal. Be sure to explain where the medical information is and remind them to take their copy of the contract to their veterinarian on the first visit. The pet adopter will receive his or her copy of the contract.
- Refunds. No matter how careful the Shelter is in attempting to match the right pet with the right family, there will be occasions where animals will be returned to the Shelter. ADOPTION FEES ARE NON REFUNDABLE. The Executive Director can override this policy.

- **Prior Owner Adoptions:** Sometimes owners want their pets back after relinquishing or failing to claim as a stray. Prior owners can either reclaim the pet by paying the reclaim fees, which does not guarantee as many services, or they can adopt the pet by paying the adoption fee and be provided with all of the adoption services.

Return to Owners

The owner's name, address, and telephone number and the date of return should be noted on the computer record. If someone claims an animal after the stray hold date or there is lacking proof of ownership, the Prairie Paws Animal Shelter can choose to adopt the animal pending the animal is spayed or neutered prior to adoption. **Animals are personal property and cannot be withheld from an owner during the stray hold without due cause.** Reclaim fees are as follows:

- \$25 Admin fee - if the cat has been put into Shelter Management System
- \$15 Medical fee- if the cat has received the Medical Intake Items
- \$10/night Boarding fee- if the cat has been put in a kennel.

A free microchip including registration is offered to every reclaimed animal.

Euthanasia

When deemed necessary for medical or behavioral reasons, domestic and wild animals may be euthanized. Decisions about euthanasia are made by the Executive Director and take into consideration feedback from veterinarians, staff and volunteers. Since euthanasia is the final act of kindness that can be shown to an animal, it is the policy of the Prairie Paws Animal Shelter that animals be handled with respect and sensitivity and protected from stress, fear, discomfort, and pain. While the opinions of all employees and volunteers are valuable, Veterinary guidance is the most crucial and will be most heavily considered. All euthanasia procedures will be conducted by or under the supervision of a licensed veterinarian and in accordance with state statute.

Transfer Out

Animals are sometimes transferred to other licensed shelter and rescue partners for the following reasons;

- Returning an animal to an originating shelter.
- The receiving organization is more specialized in the type of care the animal needs.
- The animal was being housed temporarily at PPAS while traveling to its destination shelter.
- PPAS is experiencing serious capacity issues and needs to create open kennels for new animals.

All animals being transferred to other organizations require the approval of the Executive Director.

ANIMAL HOUSING & CARE

ANIMAL STATUS

Animals being housed by PPAS are grouped into statuses that are designed to communicate to the rest of the team and to the public various information about the pets.

Available

Available pets have received all of the medical care items that are required for adoption and can go into a new home immediately without any additional treatments or waiting periods. These animals are visible on the website and in the lobby of the facility.

Available for Adoption Hold

These animals are available to meet people and can have an adoption hold placed but cannot have the final adoption processed or leave the facility until further medical care items or waiting periods have passed. They are visible on the website and in the lobby and can meet people.

Stray Hold

These animals are within the 3 day state-mandated stray hold. They cannot meet potential adopters, and are not published on the adoptable pets page of the website. They are published on the stray page of the website. Adoption holds cannot be placed on these pets, interested adopters can leave their contact information with front desk staff who can add it as a popup memo on the animal's profile. At the end of the stray hold these animals are moved to another status.

Unavailable

These animals are not available for meet and greets, and are not published on any websites.

Adoption Hold

These animals have a current adoption hold placed on them until additional medical items or waiting periods have passed.

Medical Hold - Private

These animals are undergoing medical treatment and are not published on the website or available for meet and greets without prior approval. Adoption holds cannot be placed on these pets during this status.

HOUSING AREAS

Dogs and cats are housed separately to reduce stress on both species. As the needs of the organization fluctuate with the evolution of programs and with seasonal intake changes, the purpose of rooms and kennels may change to meet these needs. It is critical for staff and volunteers to be aware of signage that indicates the population of animals being housed in certain areas of the facility. After the physical exam and preventive healthcare, all animals are housed in the area that is appropriate for that animal. After the animal is placed in the appropriate cage, the staff person who housed the animal updates the computer record with the location of the animal. Animals often move between areas of the facility and the computer record and kennel card should continue to be updated until the animal experiences an outcome. The following is a general guideline but may be adjusted to fit the unique needs of the population of animals at any given time.

- **Intake:** Used to house new animals as well as animals awaiting medical treatment
- **General Dog Housing:** Used to house dogs that are not known to be dangerous to humans or infected with a contagious illness.
- **Dog Isolation:** Used to house dogs that have either a medical reason, a behavioral reason or a legal reason to be isolated from either other animals or the public.
- **General Cat Housing:** Used to house cats that are not known to be dangerous to humans or infected with a contagious illness. Cats who are in "ready to go" status are prioritized for General Cat Housing so that they have the most opportunity to meet adopters.
- **Cat Isolation:** Used to house cats that have a medical reason to be isolated from healthy cats
- **TNR Housing:** Used to house cats that are awaiting TNR, a medical procedure, foster pick up, or waiting on space to open up in general cat housing.

Immediately notify a Lead Animal Welfare Associate of any animal who shows any signs of illness so that the animal can be moved to the isolation area.

ANIMAL RECORD MEMOS

Memos on animal profiles are a helpful way to communicate information relating to specific animals. Items that should be communicated through memos include but are not limited to:

- Bite hold start and end dates
- Interested adopters
- Reasons the animal can't leave the facility yet
- Communication that has been had with an owner relating the pet
- Medical information
- Safety notes

DAILY DOG CARE

Feeding

- All dogs are fed twice a day, once in the morning (8:00 am) and another in the evening (4:00 pm), and are fed an amount consistent with the Hill's Science Diet Feeding Guide.
- As soon as a dog is finished with intake, use the weight to determine how much food they should get twice daily using the conversion chart on the kennel card sheet on the front of the kennel. With an Expo Marker or Sharpie, write down the amount in the designated area.
- The food cart is located in the back room. When food is delivered it is stored initially in the kitchen first. We must use a cart or hand carry them to the back room and display them on the shelving when the truck arrives so the kitchen remains clutter free. The adult food tote and puppy food container are on the food cart, we fill them up as needed.
- At feeding times scoop the appropriate amount of food into each dog's bowl
- Report dogs that don't eat their food to a Lead Animal Welfare Associate
- Adult dogs who are awaiting surgery are not fed on the morning of surgery, those dogs will be listed on the surgery list.

Medication

- If you ever have a question about a medication or an animal on medication please seek help first.
- If a dog is on medication you can find it on the dog desk. The dog will also have a med card sheet next to their name on the board.
- Before giving medication to a dog, always double check that you have the correct amount of medication and it is for the right dog. Pill crushers and splitters are also located at the dog desk.
- Remember to sign the card with your initials directly after administering the medication to avoid confusion or giving a double dose.
- Some dogs are receiving Panacur (a dewormer that we use for puppies and adult dogs once a day). Dogs that are receiving Panacur will be listed on the clipboard at the dog desk along with their breed and amount to be administered. This clipboard is updated daily so continue to check it. The bottle of Panacur is located at the dog desk, and can be refilled from the larger container in intake if necessary. Panacur needs to be shaken before use and is administered orally using an oral syringe from the kitchen. There is a dosage chart on the bottle that is used to calculate the dosage for the clipboard. Most times Panacur can be administered into the food, but dogs that are co-housed should receive the dosage directly in their mouth to ensure they are receiving the correct amount.

- For every kind of medication, remember to initial the doses you administer, communicate any times that you were not able to administer the dosage for any reason.

Spot Cleaning

Spot cleaning is performed every morning and evening. It should include the cleaning of fecal matter, urine, blood, mud, or any other type of foreign debris. Depending on the kennel, you may need to use a scrub brush to help clean any debris. During this time, blankets and toys might need to be replaced with clean ones and water and food bowls may need to be washed and put back.

1. First let the dogs outside into yards and open both kennel doors. Gather up a hydrofoamer and a dirty laundry tote and bring it to the kennels.
2. If the dog's blanket is clean, fold it and lay it back onto the bed, if it is wet or dirty take it to the laundry room.
3. Pick up any toys, bones, or other objects that may be on the floor. Use a scoop found in the back room to scoop any poop, stuffing, chewed up toys, or other debris. If the water bowl is dirty or has debris floating inside then dump it out.
4. Hook up the foamer to the hose and begin spraying the floor and other areas of the kennel that may be dirty (door, bed, walls, etc.). Let the soap sit on designated areas for 5 minutes and then rinse off. Rinse out the water bowl if needed and fill to the top.
5. Get a new blanket and/or toys if the kennel needs it and put them inside.
6. Retrieve the dog from the yard and put them back in the kennel and lock the kennel door with the clip.

Repeat the process until all dogs have been out and kennels are clean.

Isolation/Bite Hold Cleaning

The isolation room should be the last area to be cleaned to reduce the spread of germs or illness. Immediately gown up upon entering ISO. The gowns are located in both laundry rooms and gloves and shoe protectors are located in ISO. Do not leave the isolation room with a gown and gloves; they must be removed before stepping foot outside the area. Bite hold kennels should be cleaned and staged before Isolation dogs. Outside ISO kennels should be spot cleaned similar to the inside kennels.

1. First open all guillotine doors and let the dogs out to their outside kennels. Once they are all out, shut the doors.
2. Start with the bite hold kennels, bite holds do not get any blankets or toys for the duration of their stay for their own safety.
3. Spot clean the kennels and then rinse. A bed, water bowl, and food bowl should be the only things in the kennel. Make sure the door is shut and locked with a clip before letting a bite hold back inside the kennel. Open the guillotine door and let the bite hold in.
4. Next, start with the healthier dogs then work to the sickest dogs.
5. Work 1 kennel at a time, moving to the next only after the rescue has been sprayed onto the kennel. Remove any dirty or soiled blankets and toys and put them into a trash bag to separate them in the laundry room. Dishes, kongs, or hard toys must also be put into trash bags to indicate they have been used in the ISO room.
6. Begin spot cleaning, rescue must sit for 10 minutes before being sprayed off. Once the rescue has sat for the designated amount of time, rinse the kennel and wash any debris down the drain.
7. Add any blankets or toys back to the kennel then shut and lock the door. Open the guillotine doors and let the dog back in, lowering the door behind them.
8. Ensure all clips are on the kennels before leaving
9. Place the scoop and the scrub brush into the litter box or bucket filled with rescue/water. Take the bag of soiled laundry to the laundry room and set it on the floor to be washed at the end of the day and take the bag of dishes into the kitchen to be washed at the end of the day.

Doggy Downtime

Research has indicated that periods of low activity and natural light are helpful to a dog's mental and physical health while being housed in an animal shelter. At PPAS this time of day is called "Doggy Downtime" and includes closing the kennel doors, turning off the artificial lights, and turning on music. Staff and volunteers are firmly instructed not to enter the dog housing during this time in an effort to keep disruptions low. Doggy Downtime is currently in effect from 12-2 Monday to Friday.

Deep Cleaning

Deep cleans should be done after a dog leaves a kennel and before a new dog goes in. It includes cleaning the kennel top to bottom and removing any foreign debris (including poop, urine, food, hair, etc.). If a dog steps foot into a kennel, it needs to be cleaned, no matter how long the dog stayed in the kennel. Deep cleans should be performed soon after the dog has left the building so it can be available to another dog.

1. Once a dog leaves the building, erase their name from the board and write "TBD" (To be deep cleaned). Go to the kennel and use the magic eraser to clean off any information on the kennel card packet about the previous dog.
2. Retrieve a hook and hydrofoamer from the dog desk and scrub brush from the back room.
3. Remove water and food bowls, blankets, and toys from the kennel. The bed should be the only object left in the kennel. Use the hook to pull up the drain covers and set them aside to be soaked later.
4. Hook up the hydrofoamer to the hose and begin spraying the outside of the kennel, ensuring the window, weight slider, and door is saturated. Then take the scrub brush and scrub the outside of the kennel making sure it is mud, dirt, or debris free and the window is clear.
5. Next, use the weight slider and close the middle door. Focus on one half of the kennel and spray the kennel walls from top to bottom, the window, the bed, the floor, the drain covers, and the inside of the door.
6. Start scrubbing every part of the kennel, spraying as you go if more soap is needed. Ensure that the windows are clear and see through and any dirt, hair, or poop is scrubbed off of the surface. Scrub all surfaces of the bed (the chew marks makes it easy for dirt and poop to be trapped). Mirror the same process on the other side of the kennel. Ensure foam has sat on designated areas for at least 10 minutes.
7. Now, rinse the soap/dirt down the drain and spray any hair, stuffing, or debris out of the drain covers. Move the drain covers and do one final rinse of the kennel to ensure the floor is hair and debris free.
8. Let the kennel dry for a little while
9. **After the kennel has dried, gather up a food and water bowl from the kitchen, a blanket from the laundry room, and three different types of toys from the back room to stage the kennel. Lay the bed down and put the blanket and toys on it. Insert the food bowl in the slot opposite to the bedside and set the water bowl down in the corner and fill till full.
10. You can now erase "TBD" and write "Ready" on the board.

Dog Walking

When removing a dog from the cage or run, always use a slip lead or very well-fitting harness collar and leash. As you walk outside, keep the dog on a short leash and do not allow the dog to interact, sniff, touch noses, etc. with any other dog or person. Animals in the isolation area are NOT to be walked. Volunteers can walk any dog in general dog housing that does not have a staff only sign or a stray hold sign. All staff and volunteers should be aware of "Leash Walk Only" signs for animals that need restricted activity. Please keep poop bags with you and pick up any feces and be sure to deposit all feces in an outdoor trash can. If a dog gets away from a staff person or volunteer, never chase the dog. Instead, alert the staff and encourage the dog to come back to you with soft voices and treats. When a dog has been walked, please indicate the time on the animal care sheet on the kennel.

Canine Environmental Enrichment:

Enrichment helps dogs and puppies maintain their mental, physical, and emotional health so that they remain good adoption candidates. All dogs at PPAS receive daily enrichment as outlined on the enrichment guide on the kennel doors. Enrichments include:

- Very hard rubber chewable toys. Kong toys, if the appropriate size is given to each dog, are too rigid to be chewed into pieces.
- In addition, volunteers should be encouraged to use “dog walk time” to its greatest advantage and as much more than simply the chance to eliminate.
- Individual exercise opportunities should average 15-20 minutes, including leash time, talking, petting, and interactive play. Active “people time” allows an outlet for mental AND physical energy through focused, interactive play.
- By focusing on a specific task (repeatedly returning a ball, Kong, or Frisbee; playing “hide-and-seek” with treats or toys, etc.), dogs are able to expel much more pent-up mental and physical energy in a limited amount of time and space. Therefore, they greatly reduce stress due to confinement, isolation, and boredom.

Afternoon Duties:

Dogs are cleaned, fed and medicated in the afternoon following the same outline as in the morning. Once these tasks have been completed it is important to complete these tasks before ending the shift and leaving the facility:

- All main doors are locked (Check the other wing as well)
 - ISO/Bite Hold
 - Long Yard
 - Front Yard
 - Back Yard
- All kennel doors are locked and clipped
- Ensure the hoses are turned off
- Ensure the drains are not on
- All yards are empty and each dog is in their kennel
- All trash has been taken out
 - ISO/Bite hold
 - Inside trash
- Rescue bucket for the scoop has been dumped out
- Medications have been administered and are signed for
- All lights have been turned off

DAILY CAT CARE

At the beginning of cleaning, kennel staff will check each animal and its environment in their assigned section, including inside and outside of the animal’s cage, to determine if it needs immediate attention or if spot cleaning is inappropriate. Each cat should have fresh litter, food and water daily. Water needs to be made available continuously unless a veterinarian determine otherwise. During a cat’s stay at PPAS the enclosure does not need to be fully disinfected each day, but it should be clean of urine, feces, vomit and blood. Litterboxes, bowls and bedding are not required to be changed daily and can be reused for the same cat until they become too soiled. Cats are fed twice a day with dry food being offered on a free-feed basis and wet food being offered in the afternoons. Be sure to empty trash, wipe down surfaces and sweep and mop the cat housing rooms.

****If a cat has a feral cat den in its cage, be sure to first enclose the cat in the den before opening the cage**

Feline Environmental Enrichment:

Cats who are enriched are less likely to experience high levels of stress, and therefore less likely to become ill during their stay. All cats receive daily enrichment through toys, socialization, music, pheromone sprays, climbing apparatus' and exterior windows.

Deep Clean

All animal housing areas are to be deep-cleaned between animals. Areas that require deep-cleaning are marked "TBD" (To be Deep-Cleaned). While not all kennels are required to be set up in advance of new animals, it is beneficial to have 1 or 2 kennels ready in each area to facilitate new intakes.

1. Remove everything from the kennel including dishes, blankets, toys and organic material.
2. Spray Rescue on every surface and scrub with a stiff brush or wipe with a wet rag.
3. Let it sit for 10 minutes, rinse, and wipe or let dry.

RESTRAINT OF ANIMALS

It is the goal of Prairie Paws Animal Shelter to treat all animals as humanely as possible. We expect everyone to use the least amount of restraint necessary to both secure the animal and protect the staff and volunteers. The following policies for restraint, from least to most restraint, are the only ones that are appropriate to use:

- Pick up and carry or place the animal in an appropriate-sized carrier. No dragging, ever.
- If necessary, use a leash muzzle wrap when picking up an animal.
- Frightened dogs or cats that try to bite or are fearful can be safely and humanely moved by wrapping the animal in a heavy blanket or towel and carrying the animal to the run or cage.
- When lifting animals, work in teams of two. Both people lift the animal : one supports the animal's weight and the other controls the animal's head.
- Use control poles only when absolutely necessary and only by staff that is properly trained on their use. Do not use control poles on cats.
- Use cat nets only when handling fractious cats.
- Transport all cats in transfer cages covered by a towel to minimize stress. Never hold cats in your arms to transport from room to room.

APPROACHING FEARFUL KENNELED ANIMALS (& feral cats)

When approaching a fearful animal, you should make every effort to be as non-threatening as possible. Remember that a caged animal may not show you signs of fear until it feels cornered (i.e. when you close off the only visible exit path).

Consider your purpose: Are you evaluating the animal, attempting socialization, or trying to catch the animal to move and/or treat it?...and only approach as close as is absolutely necessary.

- **Remember that the animal may PERCEIVE a threat**, even though you do not intend to threaten.
- **Move slowly and deliberately.** Quick, sudden, or tentative movements may produce more fearful reactions. Be sure that the animal sees you.
- **Do not make direct eye contact.** While you obviously need to watch where you are going and what you are doing, direct eye contact is very intimidating and threatening to the animal. Look to the side, above the head, or toward the floor.
- **Approach at the animal's level.** Even if you are not a very large person, you are taller than the animal and may seem to loom over it. Crouch down (bending at the knees) or kneel or sit on the floor; you should be stable in whatever position you choose. (When working with higher cages, try to bring your hand in from the bottom, rather than the top, of the cage.
- **Do not reach over the animal's head.** Reach out and touch under the chest or chin, or behind and under the ears, rather than over the head. Allow the animal to sniff your fingers first if he wants to investigate you. (Cats will generally "tell" you where they prefer your finger to touch them; the jawbone is often selected!)

Rushing an animal increases stress for the animal and the situation. Increased stress means more unpredictable circumstances, which lead to dangerous situations.

PPAS SHELTER MEDICINE PROGRAM

LIMITING TRANSMISSION OF DISEASE

Because many shelter animals have not received prior benefit of routine preventive health care, and they're exposed to increased stress, they are at an elevated risk of developing disease in a shelter environment. We vaccinate upon entry to limit widespread disease in the population and protect each individual animal as much as possible, but vaccines are not a guarantee against infection. Disease can be transmitted in several ways, and we must work diligently to prevent transmission as much as possible. The 5 main modes of disease transmission are:

- Direct contact (one animal to another, such as nose to nose)
- Fomite (indirect) transmission (germ transmission on an inanimate object, such as a mop, hand, shirt)
- Aerosol (in the air, such as via a fan)
- Droplet (sneezing, coughing, less than 1 meter distance transmission)
- Vector (via a flea, mouse, mosquito, tick)

Common diseases seen in shelter environments include: feline upper respiratory infection and canine infectious upper respiratory disease (kennel cough). These are spread mainly through aerosol, droplet transmission and through fomite transmission, such as via the hands, feet, and even on clothing of staff and volunteers. For this reason, please wash your hands (use hand sanitizer) between handling each animal and/or wear disposable gloves. Sanitizer bottles and dispensers are located throughout the kennel area. You do not have to sanitize your hands between the mother and puppies or kittens in a litter, but you must do so before you interact with another dog or cat. Other diseases, such as parvovirus in dogs and panleukopenia (the cat form of parvo virus), are spread mainly through fomite transmission of bodily secretions, such as vomit and feces. These viruses are very environmentally hardy and can be difficult to eradicate from the shelter environment if proper sanitation procedures are not in place. Staff or volunteers who observe animals exhibiting any signs of illness (such as diarrhea, vomiting, sneezing, coughing, nasal discharge etc.) should immediately notify the kennel supervisor or manager.

Every-day Practices that Help Prevent Spread of Disease:

- Report any animal that appears sick to the kennel supervisor or the manager immediately.
- Wash your hands between animals.
- Do not let animals housed apart interact or touch noses.
- Immediately pick up all feces once a dog has defecated on the grounds.
- After picking up feces, wash and then disinfect any cement or solid surface.
- Any time you disinfect, rinse or wipe the area thoroughly.
- Wash the laundry and dishes according to the posted written protocol.
- Don't keep dirty dishes lying around – take them to the dirty dish bin quickly.
- Change trash liners on a regular basis; don't let the trash receptacles overflow.
- Sanitize equipment such as coaxing sticks between cats; disinfect control poles and pooper scoopers between use.

FELV/FIV TESTING

Only high-risk cats (history of exposure to FIV or FeLV, clinical signs of auto-immune dysfunction) 6 months of age or older should be tested. Only SNAP FeLV/FIV combo tests are to be used. Target-testing is the recommended approach due to limited resources, a low risk of transmission in a shelter environment and inaccurate test results, but also to avoid the unnecessary euthanasia of otherwise-healthy cats. Additionally directing adopters to test post-adoption encourages a relationship with a veterinarian.

Positive FIV: If positive for FIV, they should be kept in a single cat kennel (may be in a multi kennel room- not isolation). These cats should be monitored for signs of illness or disease as they are susceptible to secondary infections. A veterinarian should be consulted for guidance on vaccinations. The cat should be kept on an anti-parasiticide and dewormed. FIV positive cats may be adopted out, however the owner should be counseled on the possibility of their other cats becoming infected. They should monitor for fighting or biting and gradually introduce a new cat into the household to prevent fighting. FIV positive cats should remain indoors, and require regular veterinary checkups.

Positive FeLV: If positive for FeLV, a veterinarian should be contacted to submit a secondary test (IFA testing). Cats that are FeLV positive should be kept in single cat kennel housing (may be in a multi kennel room- not isolation). Current statute prohibits transfer and adoption for FeLV cats; the only lawful outcomes are euthanasia or reclaim in Kansas.

Information for adopters/local veterinarians: If a cat has been tested for FIV/FeLV, the results of that test will be on the complete medical history that is provided to the adopter.

- **FIV Negative Cats:** Your cat has been tested for Feline Leukemia (FeLV) and Feline Immunodeficiency Virus (FIV). At the time of testing, your cat was FIV and FeLV negative, however there are some forms of these viruses that are unable to be detected on initial testing. After adoption, we recommend establishing care with a primary care veterinarian as soon as possible and discussing FeLV and FIV testing. Your veterinarian may recommend re-testing your cat to ensure accurate results. In addition, we recommend keeping your newly adopted cat separated from any existing cats in the household until your initial veterinary visit or until your veterinarian recommends allowing the cats to interact.
- **FIV Positive Cats:** Feline Immunodeficiency virus, or FIV, is one of the most common infectious diseases of cats. This disease is similar to Human immunodeficiency virus (HIV) in humans. This virus is most commonly spread through deep bite wounds that may have occurred during fighting. Friendly contact with other cats such as grooming, sharing food bowls, or snuggling is unlikely to spread the virus. Humans are not susceptible to FIV infection. Once infected with the virus, a cat will remain infected for life. Many cats are able to live long lives with this disease with the support of regular veterinary care. This virus attacks the immune system of the cat, leaving them vulnerable to many other infections. Your veterinarian may recommend more frequent veterinary visits to monitor their health. In addition, your veterinarian may have recommendations on vaccinations. Your cat should be kept strictly indoors in order to prevent transmission of the virus to other cats as well as protect them from disease and injury as their immune system is compromised.

TREATMENT PROTOCOLS

It is critical that we evaluate the animals in our care daily for all signs of illness. These protocols are intended to provide guidance to staff on the most commonly observed illnesses in shelters and how to treat them.

External & Intestinal Parasites

PPAS recently moved away from fecal testing every animal at intake, in lieu of broad spectrum parasite control administered at intake combined with observation and ongoing treatment of parasites.

Parasite Control at Intake

Species	Protocol	Reason
Cats	Pyrantel pamoate 0.2ml/lb orally to all cats over 2 weeks old. Repeat every 2	To treat hookworms and roundworms.

	weeks until kittens are 20 weeks or outcome is achieved. If cats are over 20 weeks at intake then only 2 treatments 2 weeks apart is needed.	
	Revolution 0.05ml/lb topically at intake and again every 30 days until outcome is achieved	To treat and prevent fleas, mites and heartworm.
	Praziquantal administered if there is heavy flea burden or tapeworm segments are observed.	To treat tapeworm infections
Dogs	Advantage Multi 0.05ml/lb topically	To treat roundworms, hookworms, whipworms, fleas and to prevent heartworm disease
	Praziquantal administered if there is heavy flea burden or tapeworm segments are observed.	To treat tapeworm infections

Diarrhea

Cats

Diarrhea in kittens is very serious and can cause dehydration and death especially when combined with loss of appetite, lethargy, vomiting and weight loss. If diarrhea is present with other symptoms of panleukopenia a parvovirus SNAP test is performed to rule it out. If positive, ensure the cat is isolated from other healthy cats. If negative, treat as follows:

- Probiotic (Fortiflora SID x5d or Visbiome SID x 5d or Benebac SID x 5days).
- Sub-Q Fluids if dehydrated
- Vitamin supplementation with NutriCal kitten
- Panacur 50mg/kg PO SID x 5 days
- Whenever possible, kittens/puppies should be bathed after the first or second day of treatment. Kennels and bedding should be cleaned whenever soiled to prevent re-infection.
- Weigh daily

If there is no improvement after 3 days of treatment, or if additional symptoms are seen (i.e. weight loss, vomiting), kittens/puppies should be evaluated by a DVM.

Dogs

Diarrhea in puppies is very serious and can cause dehydration and death especially when combined with loss of appetite, lethargy, vomiting and weight loss. If diarrhea is present with other symptoms of parvovirus a SNAP test is performed to rule it out. If positive, follow Parvovirus Protocol. If negative, rule out parasites, diet change and stress. Consider treating with probiotics, albon or metronidazole under the guidance of a DVM. If there is no improvement after 3 days of treatment, or if additional symptoms are seen (i.e. weight loss, vomiting), puppies should be evaluated by a DVM.

Heartworm

Heartworm disease: Is caused by the parasite *Dirofilaria immitis* that is transmitted by mosquitoes. The larval stage is transmitted to a dog (or cat) via mosquito bite, and over the next 6 months, those larvae will develop into adult worms that live in the pulmonary vasculature and heart of dogs (and cats). All dogs over 6 months of age are heartworm antigen tested prior to adoption and again six months later, then annually. All dogs over 7 weeks old and over 3 pounds in weight should be treated with Advantage Multi on intake and then retreated monthly.

Treatment for Heartworm Positive Dogs

1. Start Doxycycline 4.5mg/lb BID x 28 days.
2. Retreat with Advantage multi & Perform Melarsomine (Diroban) injection #1:
 - a. Only draw up 2ml of diluent to reconstitute; Diroban product typically has extra diluent.
 - b. Date the bottle after mixing and refrigerate the unused portion.
 - c. Discard after ~24 hours.
 - d. Select needle size based in dog weight:
 1. <15 lbs: 25g ¾" needle
 2. 15-25 lbs: 22g 1" needle, or use 1.5" but do not insert all the way to hub
 3. > 25 lbs: 22g 1.5" needle
 - e. Dose 1.1mg/lb
 - f. Change needle after drawing from bottle
 - g. Injection Location; Deep intramuscular injection in the RIGHT lumbar epaxial muscle
3. Following Diroban Injections administer Prednisone 0.2mg/lb PO BID x 7 days, SID x 7 days, EOD x 7 doses & Gabapentin 4.5-9mg/lb PO BID x 3 days.
4. Then administer Melarsomine (Diroban) injection number 2
5. Administer prednisone and gabapentin while restricting activity for 4 weeks
6. Administer Melarsomine (Diroban) injection number 3 the day after Melarsomine injection number 2
7. Re-test 6-9 months after injection number 3 (If positive at 6 months, wait until 9 months post-treatment and retest. If still positive at 9 months, consult a veterinarian.)

For dogs that have difficulty with activity restriction, trazodone may be used to reduce anxiety during the restriction period. Dose range: 2.2mg/lb to 9mg/lb BID. Start at the low end of the range and increase as needed; not uncommonly, dogs may develop a tolerance and dose will need to be increased over time. For dogs difficult to handle for melarsomine injections, administer oral high-dose medication 30-60 minutes prior to injection. Trazodone 6.8-9mg/lb PO once, Gabapentin 9-13.6mg/b PO once.

Canine Infectious Respiratory Disease (CIRD)

Typically mild, self-limiting and resolve with supportive care but severe infection can sometimes be seen especially in younger and immunocompromised animals. Clinical signs are similar to the common cold in humans and may include sneezing, nasal or eye discharge and sometimes lower respiratory and/or systemic disease.

Diagnosis:

The cause of CIRD can not be made based on only clinical signs in a single dog. The pattern of affected animals and severity of signs can help provide a clue to the likely pathogen while submitting a PCR test can give an exact cause. Distinctive clinical signs such as neurologic signs in a single animal can provide a clue that the mild clinical signs in other

animals may still be caused by distemper. But it is less likely distemper if many dogs are affected and none are showing characteristic neurologic signs. If there is an atypical course or a suspicion that a more virulent pathogen is a cause (such as influenza, distemper or streptococcus zooepidemicus), the most critical management goal is to recognize treatment failure and diagnosing the exact pathogen as quickly as possible. Therefore, submitting PCR or other diagnostic testing is important and indicated based on the veterinarian's recommendations. With worsening signs and inability to manage the disease course in a particular animal, euthanasia may be indicated.

Examples of patterns:

- Distemper is unlikely in fully vaccinated dogs over 4 months old
- Influenza is likely in a high percentage of exposed animal regardless age or vaccine status

Prevention of CIRD:

Vaccination on intake and administering booster vaccines appropriately, stress reduction, decreasing crowding, effective sanitation and good air quality is important to help prevent the spread of CIRD. Crowding is a huge risk factor for severe respiratory disease outbreaks. Reducing the length of stay is one of the biggest ways to decrease and prevent CIRD.

Note on vaccination: there are no vaccines available for some of the pathogens that can cause CIRD. Some of the vaccines are used to decrease the clinical signs of CIRD but not prevent it. In spite of some of these limitations, vaccination still plays a role in controlling CIRD. This is especially the case with distemper due to vaccination almost entirely preventing disease.

Vaccine Protocol for CIRD:

DA2PP: On intake, every dog (over 4 weeks of age) should receive a subcutaneous modified live DA2PP which covers distemper, adenovirus-2, parvovirus and parainfluenza virus. This vaccine is boosted 2 weeks later in adult animals. Any puppy that is under 20 weeks of age but older than 4 weeks of age should receive these vaccines every 2 weeks until they reach 20 weeks of age due to the possible interference of maternal antibodies.

Bordetella: On intake, every animal (over 2 weeks of age) mucosal modified live, intranasal Bordetella vaccine. Mucosal vaccines for Bordetella provide a more rapid onset of protection (some protection in a day or so after a single dose). Puppies less than 6 weeks old should be revaccinated at 6 weeks. If the length of stay is more than 6 months, an animal should be revaccinated in 6 months.

Environmental Decontamination:

Along with reduced crowding and shortened length of stay, adequate sanitation protocols and prompt recognition of suspect CIRD is important in managing CIRD. The causes of CIRD can survive in the environment for a few hours to weeks to months depending on the pathogen. Utilizing Rescue at 1:16 will disinfect the environment appropriately. Disinfectant should be applied via sprayer instead of a mop and bucket as those will be quickly contaminated. Mildly affected animals will play a substantial role in maintaining CIRD in an environment so it is important to detect suspect cases and isolate those animals in addition to adequately disinfecting the environment.

Isolation of Suspected or Confirmed CIRD:

Staff and volunteers are expected to report symptoms of CIRD to the Executive Director, including sneeze marks on kennel walls, nasal or eye discharge prior to walking, cleaning or otherwise interacting with the animal. As soon as the animal is identified, it will be immediately moved to isolation which has separate air flow due. All surfaces and items the

animals came into contact with should be immediately cleaned and then disinfected. This includes floors, carriers, toys, countertops, clothes, bedding etc.

Treatment:

Generally it is based on symptoms and is supportive in nature. Animals in a foster home may not require antibiotics but an animal in the shelter with more stress and environmental pressure may require antibiotics. Doxycycline is the antibiotic of choice usually due to effectiveness on specifically treating *Mycoplasma* spp. (not all antibiotics are effective for mycoplasma) and most of the other bacterial causes. If an animal does not respond to doxycycline or worsens during the treatment protocol, that animal should be seen by a veterinarian for further recommendations.

Treatment consists of:

1. Doxycycline Dosing: 4.5 mg/lb by mouth every 24 hours for 10 days
2. Supportive Care:
 - a. Maintain appropriate nutrition and hydration
 - b. Minimize excitement (reduce barking triggers)
 - c. Walk with a harness to prevent irritation of the throat
3. Monitor the dog for changes in clinical signs. This will ensure prompt moving of the animal into or out of isolation as necessary.

Feline Upper Respiratory Infection (URI)

Feline upper respiratory infection (URI) is the common term for a respiratory infection caused by one or more viral or bacterial agents. The most common viruses that cause upper respiratory infections in cats are feline herpesvirus type-1 (also known as feline viral rhinotracheitis or FVR) and feline calicivirus (FCV), while the most common bacteria that cause upper respiratory infections in cats are *Bordetella bronchiseptica* (*B. bronchiseptica*) and *Chlamydomphila felis* (*C. felis*). FVR and FCV are responsible for approximately 90% of all feline upper respiratory infections. Less common agents that may be involved in an upper respiratory infection in cats include mycoplasma or feline reovirus. The viruses and bacteria that cause URI in cats are highly contagious. An infected cat will shed contagious particles in saliva or secretions from the nose or eyes. Susceptible cats can get an infection by direct contact with another infected cat or by environmental exposure to objects that have been contaminated with infectious secretions, such as food and water bowls, litter boxes, toys, and bedding. Most cases are associated with direct contact because the viruses and bacteria only survive for a short period of time in the environment and are readily destroyed by proper disinfection. It is estimated that FVR can survive less than 18 hours outside the host's body while FCV may live up to ten days. Dilute bleach solution will destroy both viruses but calicivirus will withstand washing with bleach-free laundry detergents. Several of these diseases can cause a carrier state in cats that have apparently recovered from an infection, and female carriers can pass the infection on to their newborn kittens. With FVR, all cats become chronic carriers, meaning that they will have the disease for life. In some cats that carry FVR, stress (due to surgery, other illnesses, changes in the home, boarding, etc.) may cause the virus to become reactivated throughout life. With FCV about half of infected cats will become carriers of the disease. In some cases, the carrier state may only last for a few months. In a small percentage of cats, the carrier state may persist for life. These persistent carriers are usually asymptomatic but still serve as a constant source of FCV to susceptible cats.

Diagnosis:

Once a cat is exposed to an infectious agent, it will go through an incubation period of 2-10 days before developing clinical signs. If the infection is uncomplicated, it will typically last for 7-10 days, although signs may persist for up to 21 days in some cases. During this entire time, the cat may be infective to other cats. The typical upper respiratory infection involves the nose and throat, causing symptoms such as sneezing, nasal congestion, conjunctivitis (inflammation of the membranes lining the eyelids), and discharge from the nose or eyes. Discharge may be clear or may become purulent (cloudy in appearance and containing pus). With FVR and FCV, the cat may develop ulcers in the mouth. Less specific symptoms of an upper respiratory infection include not eating, lethargy, fever, enlarged lymph nodes, and

blepharospasm (squinting). In severe cases, the cat may have difficulty breathing.

Prevention:

Since upper respiratory infections can be caused by a variety of different disease agents, it is not always possible to prevent them. While vaccine protocols are helpful, there are no vaccines that will completely prevent an infection from occurring if a cat is exposed to the disease, but they will significantly reduce the severity of the infection and shorten the length of the illness. Following good sanitation and hygiene practices, such as washing your hands thoroughly before and after petting another cat, will further reduce the likelihood of disease spread between cats.

Vaccine protocol:

- FVRCP given to every cat over 4 weeks old at intake, boosted every 2 weeks until 18 weeks old. Then re-vaccinate annually.
- Cats who are over 18 weeks old at the time of intake are only boosted once 2 weeks later. Then re-vaccinate annually.

Treatment:

Most cats with an uncomplicated upper respiratory infection can be treated symptomatically. If the cat has a purulent eye discharge an eye ointment is administered in combination with an oral antibiotic. Although viral infections do not respond to antibacterial drugs, broad-spectrum antibacterial drugs are administered to prevent secondary bacterial infections from complicating the disease, particularly in kittens. Since cats with a respiratory infection will have a decreased sense of smell, they often have a decreased appetite. Feeding a highly palatable canned food may help improve their appetite. In some cases, an appetite stimulant may be used. If the cat becomes dehydrated, subcutaneous fluids will be administered. **Doxycycline dosage = 2.5mg/lb twice daily for 14 days.**

Weight of Cat	Mg of Doxycycline	Volume of liquid Doxycycline administered twice daily
2.0lb	5mg	0.1ml
2.5lb	6.3mg	0.13ml
3.0lb	7.5mg	0.15ml
3.5lb	8.8mg	0.18ml
4.0lb	10mg	0.2ml
4.5lb	11.3mg	0.23ml
5.0lb	12.5mg	0.25ml
5.5lb	13.8mg	0.28ml
6.0lb	15mg	0.3ml
6.5lb	16.3mg	0.32ml
7.0lb	17.5mg	0.35ml
7.5lb	18.8mg	0.38ml
8.0lb	20mg	0.4ml
8.5lb	21.3mg	0.42ml

Ringworm

Ringworm, or "dermatophytosis", is a fungal infection affecting the skin and hair of dogs and cats but can also spread to humans. While there are additional factors, younger animals are at a greater risk and cats are more susceptible than dogs. The incubation period is generally between 7 and 14 days, but can be 21 days post exposure. Ringworm is predominantly spread through contact of an infected animal or infected environment or items. It is very hardy in the environment and can live on surfaces for months or years.

Clinical Signs & Diagnosis: Circular areas of hair loss and crusting. However it can have a wide range of appearance. The lesions may or may not be itchy. There can even be ringworm lesions around the nails, and the most common locations are: face, ears, feet and tail. Accurately diagnosed via fungal culture and microscopic exam but can be presumptively diagnosed using history, clinical signs and a Wood's lamp exam. A Wood's lamp is a lamp with a specific UV light that causes some species of ringworm to glow an apple green color. There can be false negatives (ringworm not glowing under the Wood's lamp) and other things causing a glow (such as medication and soaps) but this test is a great way to effectively screen for ringworm. To manage a ringworm outbreak, cultures can be used to assess exposed animals and monitor for treatment success. It can also be used to diagnose suspect lesions. Most ringworm will grow in approximately 10 days but keep plates for up to 21 days before diagnosing as not ringworm.

Treating Ringworm:

Cats - **Itraconazole:** Cats: 5 mg/kg by mouth once a day until 2 negative cultures

Dogs - **Terbinafine:** Dogs: 30-40mg/kg by mouth once a day until 2 negative cultures

Intake protocol: On intake, cats should have a Wood's lamp exam to help decrease/prevent outbreaks in the shelter. Identifying affected animals prior to moving them to group housing or foster care is also quite important to decrease the spread of ringworm.

PARVOVIRUS

Canine parvovirus (CPV) is an unenveloped, single stranded DNA virus that is capable of living in the environment for months to years. Shedding can occur in asymptomatic or pre-clinical animals, so environmental contamination can occur without you even knowing it. Puppies are the most likely to be infected with canine parvovirus, but unvaccinated adult dogs are also at risk. Parvovirus is highly contagious, and in a shelter can quickly result in an outbreak if not contained. The mortality rate for this disease is very high. All dogs 4 weeks and older must be vaccinated against Parvovirus on intake, regardless of their background. All puppies should be re-vaccinated every 2 weeks while they are in the shelter until they are 5 months old (20 weeks). This is because maternal antibodies in dogs under 5 months old may interfere with the vaccine and result in ineffective vaccines. Parvovirus is spread by nasal or oral exposure to contaminated feces or surfaces. The incubation period from exposure to clinical disease ranges from 2-14 days, but is most commonly 5-7 days. Due to the incubation period, it is possible to adopt out an apparently healthy dog that becomes sick a few days after going home. Infected dogs begin shedding the virus in their feces within 4 days of exposure, so they can begin spreading the disease before they even show clinical signs. Wherever possible, puppies should be placed in foster homes to reduce their exposure until they are fully vaccinated.

Clinical Signs & Diagnosis

Parvovirus affects cells in the intestinal tract, lymphoid tissues and bone marrow. As a result, clinical signs may include: fever, vomiting, foul-smelling/bloody diarrhea, dehydration, lethargy and loss of appetite. A point of

care fecal SNAP test should be run in the face of clinical signs. If a modified live parvovirus vaccine was given, it may result in a false positive SNAP test for up to 2 weeks following vaccination. If the SNAP test is negative, but the clinical signs are highly suspect for CPV, a fecal sample should be sent in for PCR testing.

Disease Management

1. Isolation: **Sick dogs that have tested positive for CPV must immediately be isolated.** This reduces the exposure to the rest of the population. The sick dog should be housed in the isolation room, physically separated from all other animals. Personal protective equipment (PPE) should be worn by the staff when entering the room to maintain strict isolation. Recovered animals may be moved to adoption with low risk, as long as they are housed separately from other puppies and kittens as well as other adults who have been fully vaccinated for more than 7 days. To be fully vaccinated, they must have received 2 doses of vaccine. Additionally, they should be bathed to remove remaining virus on their fur.
2. Quarantine: Sick animals shed the virus for 3-4 days before the onset of clinical disease, so all animals that were exposed to them during this time (directly or indirectly), should be quarantined for 14 days.
3. Observation: Due to the varied immune response of dogs to CPV, dogs that have clinical symptoms of CPV and/or a positive SNAP test are monitored for progression of symptoms. Dogs whose illness progresses to severe dehydration and loss of appetite must be sent immediately for treatment.
4. Treatment: Dogs who have severe cases of CPV must be transported immediately to Angels Vet Express in Savannah MO for supportive care.
5. Post Treatment: Viral shedding can continue for up to ~14 days following recovery from clinical signs thus isolating recovered puppies for an additional two weeks is the safest option to limit spread within the shelter.
6. Adopter Communication: There is some risk that a dog incubating CPV will infect other dogs. Adopters should be asked to observe a voluntary two week caution period in which puppies are not taken to dog parks, obedience class, pet stores, or other places where exposure to other puppies is a probability. The new dog and their feces should be kept away from puppies and unvaccinated dogs for 2 weeks. Dogs that have had at least two vaccines, with the last one at least 2 weeks prior to exposure to an infected dog are fairly protected. Continue vaccinating puppies following the normal revaccination schedule; although recovery from CPV infection will confer long term immunity, protection is still needed against the other agents included in the multivalent vaccine.

Rabies Vaccines

All animals must have a current rabies vaccination before leaving the animal shelter, if 12 weeks or older. In accordance with state law all rabies vaccinations must be given under the supervision of a DVM. Rabies vaccines are ordered by PPAS and stored in refrigerators. Each rabies vaccination that is administered is accompanied by a tag and a rabies certificate with the exception of TNR cats.

FOSTER PROGRAM

We want every animal brought to us to have a chance for a long and happy life. Foster homes provide a place for the most vulnerable animals to grow and recover so that they can be adopted out. Foster homes also reduce the expense for the facility. The Foster Care Program brings caring individuals and needy animals together, providing special care in a home setting until the animals are ready for adoption. Interested fosters complete an online application and PPAS staff contact them to arrange for them to foster a pet. The majority of animals who are placed in foster are puppies and kittens that are less than 8 weeks old, however animals being treated for medical conditions are also sometimes placed

into foster homes. Animals that have serious behavior issues must be approved by the Executive Director before being placed into a foster home. While animals are in foster homes, they remain the property of PPAS and PPAS continues to fund all of the veterinary care as well as supplies that are needed. PPAS staff ensure fostered pets are coming in for weight checks and medical care items. Because of this the shelter makes all medical/surgical decisions about foster animals. The shelter provides a contact for medical emergencies. Volunteers will not be reimbursed if they take an animal to another veterinarian for exam, diagnostic testing, treatment, etc. without prior approval. Any animal that leaves the shelter in foster care must be recorded as such. The hard copy of the animal's record is put in the "In foster" section of the files and the digital record is updated with the foster parents information. When the animal is returned to the shelter, the file hard copy is retrieved and placed with the animal and the computer record is updated showing the animal has been returned.

JANITORIAL

WORKING IN THE FOOD PREP AREA

GENERAL

- All employees are responsible for maintaining the general orderliness and cleanliness of their work areas. Keep floors and aisles free of debris at all times. Housekeeping is an important part of maintaining a safe work environment. It reduces the spread of disease harbored by clutter and waste and eliminates tripping and falling hazards.
- Do not eat, drink, smoke, apply cosmetics, or store food in areas where animals are handled. These practices encourage the spread of disease.
- ALWAYS wash your hands in between handling animals to minimize the transmission of disease, and after handling chemicals to avoid potential allergic reactions.
- Non-hazardous spills are to be cleaned up promptly, and a "**Wet Floor/Caution**" sign placed in the area until the floor is dry. Aisles should be kept clear at all times.
- Please keep this area clean and neat.
- If supplies of rawhides and biscuits run low, re-stock the area from main inventory supplies.
- Keep the stock of canned dog food on the shelves complete, re-stocking as needed.
- Keep the soft refrigerated packaged food stocked at all times. Thawed in refrigerator and frozen in freezer.
- Immediately take all dirty dishes to the dish washing station for disinfection.
- Please do not leave open bags of dog food lying around. All food should be in the rolling bin either labeled "dog food" or "puppy food."
- Use a bleach spray to keep the table clean; be sure to mix the bleach fresh each day.
- Keep the tops tight on the food holders for adult and puppy food.
- When these food holding containers are empty, roll them over to the supply corner and re-fill with appropriate food type.
- Sweep up any spilled dog food after each feeding.

WASHING THE DISHES

Note: bleach becomes inert after exposure to light and air, so yesterday's mixture is no longer effective.

Please mix up fresh cleaning solution first thing in the morning and set up 4 separate tubs.

- Fill the first wash tub with water and detergent.
- Fill the second wash tub with plain water for rinsing.
- Fill the third tub with a bleach mix: [enter how much bleach to water based on the amount of water the tub holds]

- Fill the last tub full with plain water for rinsing. (The rinse after bleach may also be performed under running water.
- When finished with the dishes, drain all the tubs.

Disinfecting Dishes:

- Clean any food particles from the dishes by wiping them out into the trash.
- Place dishes in the detergent solution and scrub completely with a green scrubbie (no sponges) inside and place the bowl in a clear water rinse:
- Place dishes in the bleach solution and leave for a minimum of 10 minutes.
- Place dishes in the rinse water and thoroughly rinsed under running water until there is no bleach residue.
- Stack dishes upside down so they can drain on the racks next to the dish area.
- When dishes are dry, take them back to the proper area: clean dish area for dogs and cats or the food prep area. Do this by the end of the day so there are clean dishes for the next day.

HAZARDS & SAFETY

- **Report all injuries**, no matter how slight, to your supervisor/manager.
- Report all hazards to a supervisor immediately.
- Do not attempt to lift/push objects or animals that are too heavy--ask for help. Bend at the knees and hips and lift with your legs. Adjustable tables should be lowered to the floor for animals weighing over 75 lbs., or for any employee unable to lift an animal onto a table.
- Identify and remember the location of fire extinguishers, fire alarm pull boxes, and emergency exits. NEVER block these areas with materials or equipment. Keep floors and aisles free of debris at all times.
- Use personal protective equipment as described below:
 - Goggles, safety glasses, gloves must be worn when working with chemicals (quaternary ammonia, degreaser, etc.) or while performing or holding for euthanasia.
 - Safety glasses are also to be worn when preparing rabies specimens.
 - Maintenance staff will wear customary safety equipment when performing applicable tasks.
 - Ear protection is ok and should be worn when working in Dog Holding, Kennels, or any other high noise area.
- Horseplay is prohibited.
- Seat belts are to be worn at all times when driving on business, whether in agency vehicles or personal automobiles.
- When restraining animals over 60 lbs. seek assistance if necessary. (See the Animal Handling SOP for detailed instructions.)

BITE SCRATCH PROTOCOL

All animal bites and scratches from any PPAS animal to any employee, guest or volunteer are to be reported to the Executive Director within 24 hours. Animal Bites will result in the completion of an incident report and a bite quarantine as outlined in state statute. Bites do not guarantee euthanasia but are considered in euthanasia decisions. Animals that are undergoing bite quarantine are not to be handled by any individual including staff, volunteers or the owner, unless necessary to ensure public safety or animal welfare.

HAZARD COMMUNICATION PROGRAM

Material Safety Data Sheets (MSDS)

The Prairie Paws Animal Shelter does not expect its employees to use a chemical that does not have a MSDS to explain the hazards and safety precautions that should be used with the chemical.

The shelter manager will be responsible for obtaining MSDS for each new chemical used at the facility. If a MSDS is not delivered with the first shipment of a new chemical, the manager will call the company providing the service and request an MSDS to be faxed over immediately.

The shelter manager will also maintain hard copies of each MSDS in a the MSDS folder hanging at Information Central outside the staff/volunteer break room, a place accessible to all employees at all times.

Container Labeling

Each department manager is responsible for checking arriving containers in their department to verify that they are appropriately labeled. If a container is not labeled, the staff member in that department will obtain a label from the shelter manager for the chemical immediately.

Any container with a worn or missing label needs to be brought to the staff member in that area who will then label the container before it goes back into use. The staff member in his/her area is also responsible for ensuring that "in-facility" containers are labeled.

Hazards in Unlabeled Pipes

All pipes that are accessible to the public or employees will be labeled with their contents.

Non-Routine Tasks

Before any employee engages in a non-routine task the employee shall consult the SOP for that particular task.

Information Exchange with Other Employees

The Prairie Paws Animal Shelter will verbally give the information on where our MSDS are located to each employee.

Employee Training and Information

Hazard Communication Training for employees will be given at the time of initial assignment, twice a year, and whenever a new hazard is introduced. Training will include the following:

- The nature of hazards posed by chemicals in the workplace.
- Right to Know
- Measures that employees can take to protect themselves from these hazards.
- Instructions on work practices, personal protection equipment, and any special procedures to be followed in an emergency.
- An explanation of the hazard communication program, including information on labeling and MSDS.



Request for Proposals

Emporia Shelter Management and Operation Services

April 2, 2024

City of Emporia
P.O. Box 928
Emporia, KS 66801

Request for Proposals

Emporia Animal Shelter Management and Operation Services

The City of Emporia, Kansas ("City") is requesting proposals from all interested and qualified public, non-profit entities, or private firms, to establish a contract for animal shelter management and operation services.

Sealed proposals will be accepted at the City Clerk's office until 5:00 p.m., on **April 30th, 2024**. Sealed proposals must be submitted to:

City of Emporia
104 E 5th Ave
P.O. Box 928
Emporia, KS 66801

All Proposals in response to the RFP must be submitted by the time indicated above and shall be placed in a sealed envelope, with the following markings placed on the outside front:

"Emporia Animal Shelter Management and Operation Services"

The respondent's name and address shall also be indicated on the outside of the envelope. The City of Emporia reserves the right to reject any and all responses.

- I. Purpose. This information was developed to facilitate the preparation of a proposal in response to this RFP and the subsequent evaluation of that response.

The City of Emporia owns an animal shelter facility. The City contracts for the management and operation of its animal shelter and related services. The current contract will expire on July 31, 2024.

The shelter facility (building, grounds, and limited equipment) is located at 1216 Hatcher Street, Emporia, Kansas, and is owned by the City of Emporia. The shelter facility consists of a 4,308 sq. ft. building and outdoor dog run space. The animal shelter intakes approximately 700 – 1,000 animals annually.

- II. Description of Service. Services described in this RFP, and in included responses, apply only to the City of Emporia and not ancillary animal rescue operations which a provider may additionally engage in. Should a proposer wish to conduct ancillary programs at the animal shelter, clear differentiation of services and costs should be included in the proposal. In the event that the proposer currently conducts or desires to conduct ancillary services, please provide a clear description of this service in the response to this RFP.

The City will provide building maintenance and the provision of certain utilities at the Emporia Animal Shelter facility including the following:

- Structural mechanical, electrical, and plumbing repair;
- Mowing and snow removal;
- Water, sewer, and refuse collection; and
- Internet connection, telephone, and fax service.

Note: Electricity service costs shall be the responsibility of the proposer.

The proposer shall be responsible for management and operation of the animal shelter including the following:

A. Administration:

- 1) Obtain and maintain appropriate shelter licensing from the State of Kansas.
- 2) Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and law enforcement. This includes following all Federal, State and Local rules and regulations applicable to shelter operations.
- 3) Keep all records required by the State of Kansas of animals taken into custody showing the date, place, reason, and manner whereby animals were brought into custody with a description of the animal and a record of its final disposition.
- 4) Maintain appropriate office hours available to the public at the animal shelter for receiving animals, releasing redeemed animals, and adoption of animals a minimum

of five (5) days per week and 40 hours per week including evening and weekend hours.

- 5) Maintain adequate staffing levels to accomplish the carrying out of the responsibilities under the proposal.
- 6) Accept all animals brought into the shelter by Emporia Animal Control or Emporia Police Department representative in connection with animal violations or quarantine for animal bites.
- 7) Accept any animal from City of Emporia residents relinquished to the Shelter except animals in need of emergency veterinarian care, animals which pose an immediate threat of spreading an infectious or contagious disease; or any animal if there is insufficient space in the shelter and accepting said animal would jeopardize the health and welfare of the other animals or personnel in the shelter.
- 8) Honor all court orders relative to impounded animals, including euthanasia.
- 9) Collect and account for all fees in connection with the operation of the shelter.
- 10) Keep financial records of all transactions at the animal shelter and permit the City, at all reasonable times, to inspect and audit such records.
- 11) Provide the City with an annual report including a financial report, intake and placement numbers, average length of sheltering, euthanasia rates, and other relevant information.
- 12) Meet bi-annually, or upon request of the City or shelter operator, to discuss animal shelter operations.
- 13) Provide written shelter procedures and after-hours emergency contact information to Emporia Police Department.

B. Animal Husbandry:

- 1) Provide ongoing animal husbandry care that includes appropriate food, water, shelter, veterinary services, exercise, and cleaning to all sheltered animals.
- 2) Maintain and properly clean kennels, cages, exercise areas, and animal husbandry equipment.
- 3) Perform regular janitorial services throughout the facility including public and staff areas.
- 4) Provide for the administration and provision of veterinary care that includes performing medical examination for all sick/injured animals, directing procedures to reduce or respond to the outbreak of infectious diseases, providing laboratory services, supervising vaccinations, supervising surgeries when necessary, and supervising the euthanasia of animals when necessary.
- 5) Document and report any incidents of bites, mishandling or animals, or other non-routine activity.
- 6) Maintain records that track all sheltered animals in a data management system.

C. Animal Services Programs:

- 1) Provide exercise and socialization at least daily for non-dangerous sheltered animals.

- 2) Assess each animal for ongoing suitability for volunteer contact, foster, and adoption programs.
 - 3) Provide for the administration and care of dangerous animals that includes behavior evaluation and ensuring that members of the public or public volunteers do not access or handle any dangerous animals.
 - 4) Develop and implement plans or programs for animals incompatible or unsuccessful with foster and adoption programs, including feral cats and long-stay animals.
 - 5) Provide public outreach and maintain or utilize a website that includes promoting the adoption of animals through animal pictures, profiles, and other applicable information.
 - 6) Develop, administer, and maintain a shelter volunteer program including policies and procedures outlining allowable and non-allowable activities.
 - 7) Recruit, evaluate and monitor foster homes for animal safety and appropriate level and environment of care.
 - 8) Pursue all avenues of adoption available including, but not limited to, placing shelter dogs with breed rescue groups, urban shelters needing adoptable dogs for adoption events, or training organizations such as therapy dogs, rescue dogs, or disaster dogs.
- III. Term. The term of the contract is expected to be for one (1) year with two (2) one-year options to renew with the agreement of both parties. Longer initial and extended terms may be considered depending upon the proposer's submission. Assumption of animal shelter operations to the selected organization is anticipated to occur on **August 1, 2024.**
- IV. Proposal Content and Format Requirements. The proposer must submit their proposals in strict accordance with the following format and presentation of materials utilizing the exact section headings and item numbers. Proposers must submit ALL information to be considered a responsive proposal; proposals may be rejected if required documentation is not included or completed at the discretion of the City. Proposals should be prepared in strict accordance with requirements set forth, as follows:
- A. Cover Sheet
- 1) Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name, type of entity, and Federal Tax ID #.
 - 2) The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.
- B. Description of Services, Background and Staff
- 1) **Services (30 points)**
 - a) Provide an executive summary or cover letter outlining the proposer's unique qualifications to operate and provide exceptional animal shelter services for the City of Emporia as outlined previously.
 - b) Itemize the complete list of services to be provided.

- c) Note instances where services exceed the scope or detail offered in this proposal, including medical and other treatment provided, TNR initiatives, community outreach programs, etc.
- d) Note instances where services do not meet the scope offered in this proposal.
- e) Address instances where possible cost efficiencies may be gained, quality may be improved, or the City may otherwise benefit from adopting your proposal over the generally listed terms of this RFP.
- f) Provide detailed narrative on any partnerships or arrangements with outside agencies or organizations that would be involved in delivering core services. (i.e. non-profit volunteers, humane society organizations, etc.)
- g) Clearly indicate if the proposal includes use of any additional facilities, and if so, provide a detailed narrative, with supporting documents on proposed additional facilities. City may at its discretion require a physical inspection.
- h) Provide specific details on proposed metrics the provider will use to audit, monitor and assess its administrative and operational activities.
- i) Provide details on procedures for preventing shelter overcrowding and addressing long-term shelter stays.
- j) Provide details on the approach and process of how animals will be evaluated for behavioral issues as they relate to public health and safety concerns, and procedures for euthanasia, including anticipated euthanasia rate.
- k) Provide information on the acceptance of any animals into the Animal Shelter outside of this proposal, including the exchange of animals from other shelters.
- l) Provide details on the standard of care that animals will receive including standard operating procedures to address and prevent medical outbreaks, emergency continuity of operation planning, etc. Proposers are encouraged to submit a copy of their current standard operating policies and procedures meet the above requirement.

2) Background and Experience (25 Points)

- a) Provide an overview of the types of work and history of your organization.
- b) Provide information on any past or present partnerships or arrangements with outside agencies or organizations as they may relate to this proposal.
- c) Provide a minimum of three (3) references that substantiate your organization's experience in providing the types of service requested in this proposal. Each reference listed must include the name of the contact person, organization and complete contact information (address, telephone, email).
- d) Provide details on business model and strategic development as it may relate to this proposal.

- e) Please describe any current, pending or past litigation (within the last 10 years) that the organization has been, is, or is expected to be a party to.
- f) Provide background information on any previous experience where someone was hurt by an animal, whether an employee or member of the public.
- g) Provide experience with animal data and case management systems.
- h) Provide information on your experience working with animal control and public sector agencies.
- i) Provide a current copy of your written veterinarian protocols.

3) Staffing (10 Points)

- a) Provide a staffing plan for meeting the requirements including the use of contractors and volunteers.
- b) Provide names and qualifications of key employees and assigned or shared duties.
- c) Provide information on how employees, contractors and volunteers will be onboarded and trained.
- d) Provide information on any subcontractors that will be used.
- e) Provide a copy of the organization's personnel policy.
- f) Provide a copy of the Licensed Veterinarian's current, valid license issued by the State Board of Veterinary Medicine and existing contract for service with Veterinarian; or if not currently engaged in a contract, provide a complete plan for procuring veterinary services.

C. Proposed Costs

1) Budget Proposals (20 Points)

- a) Provide a three-year budget proposal complete with proposed fee schedule.
- b) Provide a one-year annual budget that breaks out costs by category or item as presented in the description of services.
- c) Provide costs for the staffing plan to include contractors and volunteers.
- d) Provide information on other funding sources anticipated.

2) Budget and Cost Methodology (15 Points)

- a) Provide a proposed financial statement that breaks down fixed and variable costs for Year 1 by month.
- b) Describe the cost basis for all variable charges. (E.g. hourly rates for staff).
- c) Describe the per animal cost basis and its methodology.
- d) Describe the basis for cost adjustments on subsequent years.

- V. Selection Procedures. Proposals will be evaluated on the criteria outlined in the Proposal Content section. After an initial review and evaluation of each of the proposals, proposers may be invited for interviews prior to final selection, to further elaborate on their proposals. The City reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

The Proposer may be required, upon request, to provide to the satisfaction of the City that the Proposer has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the City, the City may reject the proposal.

The Contractor selected for this project will be required to enter into a contract with the City for Shelter Management and Operation Services and a Lease Agreement; and will be required to comply with the insurance standards as deemed acceptable to the City's legal counsel.

- VI. Proposal Instructions. Section 4 of this RFP contains the content proposal and format requirements. The proposal should include all costs associated with the maintenance and operation of the animal shelter including staff, animal care, veterinary services, equipment, supplies and other necessary expenses.

Vendors are prohibited from contacting any City officials or employees regarding this Request for Proposals. All questions must be directed, in writing, by email to Tayler Wash, Special Projects Director at twash@emporiaks.gov. All questions must be received no later than 5:00 p.m. on April 16, 2024. Only questions submitted by email shall be accepted.

Sealed proposals will be accepted at the City Clerk's office until 5:00 p.m., on April 30, 2024. Envelopes containing proposal information should be marked "ANIMAL SHELTER PROPOSAL." Please include one (1) copy electronically on a flash drive, and four (4) printed hard copies. Send electronic and printed hard copies to:

City of Emporia
P.O. Box 928
104 E 5th Ave
Emporia, KS 66801

Requests for extension of the submission date will not be granted. Failure to include any of the requested information within your proposal may result in rejection/disqualification.

The City reserves the right to terminate the selection process at any time and to reject any or all proposals. The contract will be awarded to the vendor whose overall qualifications best meet the requirements of the City.

The City shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process.

The contents of each vendor's proposal to the City shall remain valid for a minimum of 180 calendar days from the proposal due date.

- VII. Disclosures. Please note that any exceptions to the following requirements, as well as other sections of this Request for Proposals, should be addressed in a separate section of the vendor's proposal.
- A. Bulletins and Addenda. Any bulletins or addenda to the specifications contained in this RFP issued during the period between issuance of the RFP and receipt of proposals are to be considered covered in the proposal, and in awarding a contract, they will become a part thereof. The vendors shall acknowledge receipt of bulletins or addenda in their proposal cover letter.
 - B. Rejection of Proposals. Proposals that are not prepared in accordance with these instructions to proposers may be rejected or disqualified. If not rejected, the City may demand correction of any deficiency and accept the corrected proposal upon compliance with these instructions to proposing vendors.
 - C. Acceptance of a Proposal. Proposals submitted are offers only, and the decision to accept or reject will be based on the content of the proposal and the quality, reliability, capability, reputation, and expertise of the proposers. The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City, to reject the lowest-price proposal, to accept any item of any proposal, to reject any and all proposals, and to waive irregularities and informalities in any proposal submitted or in the RFP process, provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposers should not rely upon or anticipate such waivers in submitting their proposal.
 - D. Insurance. Prior to commencement of the Services, the Contractor shall take out and maintain, at its own expense, and shall cause any subcontractor with whom Contractor uses for the performance of Services to take out and maintain, the following insurance until completion of the Services or termination of the Agreement, whichever is earlier. The amount of such insurance shall be at least for the limits specified below:
 - 1) Workers' Compensation: Statutory
 - 2) General Liability Per Occurrence \$1,000,000
 - 3) General Liability Aggregate \$2,000,000
 - E. Acknowledgements. By submitting a proposal, a proposing vendor acknowledges and agrees to each of the following:
 - 1) Reliance. The City is relying on all warranties, representations, and statements made by the vendors in their proposals.
 - 2) Reservations of Rights. The City reserves the right to reject any and all proposals, reserves the right to reject the lowest priced proposal, and reserves such other rights as are set forth in the instructions to proposing vendors.
 - 3) Acceptance. If a vendor's proposal is accepted by the City, the vendor shall be bound by each and every term, condition, and provision contained in the Request for

Proposals, the vendor's proposal, and in the final contract to be negotiated between the selected vendor and the City.

- 4) Remedies. Each of the rights and remedies reserved to the City in this Request for Proposals shall be cumulative and additional to any other or further remedies provided in law or equity.
 - 5) Severability. The provisions of this Request for Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Request for Proposal shall be held invalid, illegal, or unenforceable by a court with jurisdiction in the state of Kansas, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Request for Proposal shall be in any way affected thereby.
 - 6) Amendments. No modification, addition, deletion, revision, alteration, or other change in this Request for Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by the City to the prospective vendors.
- F. Equal Opportunity. The City of Emporia prohibits discrimination in employment or in the provision of services because of race, color, religion, age, national origin, ancestry, familial status, sex, sexual orientation, gender identity, or disability. Disadvantaged, minority-owned and women-owned businesses are encouraged to submit proposals.

CONCLUSION: Thank you for your interest in the Emporia Animal Shelter Management and Operation Services RFP. We look forward to receiving your proposal.