



**Board of Riley County
Commissioners
Regular Meeting
Agenda
February 10, 2025**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Member](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Updates to Contractual Provisions Attachments- SMH
4. Sign Riley County Employee Action Form(s)

Review Minutes

5. Board of Riley County Commissioners - Regular Meeting - Feb 6, 2025 8:30 AM

Review Tentative Agenda

6. Tentative Agenda

Press Conference Topics

7. Discuss Press Conference

9:00 AM

Rich Vargo, County Clerk

8. Year to date budget and expenditure reports

9:15 AM

Laurie Harrison, Emergency Management Coordinator

9. Contract for 2024 HMEP grant

9:30 AM

Press Conference

10. 2025 Valuation trends - Anna Burson (3 minutes)

9:35 AM

Evan McMillan, Assistant County Engineer

11. Out-of-State Travel Request

9:40 AM Amanda Webb, Planning/Special Projects Director

- 12. Short Term Rental Regulations - work session

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

- 13. Public Works Project Update

10:25 AM Bryant Parker, Counselor/Director of Administrative Services

- 14. Administrative Work Session
- 15. Pending County Projects County Counselor

10:45 AM Vivienne Leyva, PIO

- 16. Work Session to Discuss Modernization and Consistent Application of Riley County Logo Usage Guidelines

Adjournment**Announcement**

Riley County Planning Board/Board of Zoning Appeals meeting will be held tonight at 7:00 p.m. in the Commission Chambers, Courthouse Plaza East Building, 115 N. 4th Street.

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



PUBLIC WORKS
Agreement

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

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II

MEETING: February 10, 2025

SUBJECT: Updates to Contractual Provisions Attachments- SMH

PRESENTER: Evan McMillan, Assistant Director/ County Engineer

BACKGROUND

The University Park Benefit District is currently in the process of replacing its existing mechanical treatment facility with a non-discharging lagoon in order to bring the facility into compliance with KDHE's wastewater permit. Funding was provided for this project through the Small-Town Water and Sewer Infrastructure Assistance (STWSIA) Program and the KDHE State Revolving Fund (SRF). The project is nearing the end of the design phase, and disbursement of funding is needed to replenish the temporary note initially acquired for project funding.

DISCUSSION

The Contractual Provisions attached will amend the existing contracts to meet all requirements for the State and Federal funding provided for the project. Once the contracts are signed and approved by KDHE, Riley County may begin disbursements.

FISCAL IMPACT

Approval of the amended contractual provisions, attached, will allow the County to begin disbursing grant funding to pay for engineering and planning services.

RECOMMENDATIONS

Staff recommends approving the updated contractual provisions attachments contracts with SMH Consultants.

POSSIBLE MOTION(S)

Move to sign and approve.

Enclosures:

- Design - signed (PDF)
- Eval - signed (PDF)
- SMH Consultants_Agreement for Professional Services_UP WWTF_Design_102422 (PDF)
- SMH Consultants_Agreement for Professionals Engineering Services_UP WWTF_Evaluation_050922 (PDF)

REQUIRED CONTRACTUAL PROVISIONS AMENDMENT
TO AGREEMENT FOR SERVICES

THIS REQUIRED CONTRACTUAL PROVISIONS AMENDMENT (“Contractual Provisions Amendment”) to the Agreement for Professional Engineering Services dated October 24, 2022, as amended by Supplemental Agreement No. 1 dated June 17, 2024 and Supplemental Agreement No. 2 dated September 30, 2024 (collectively “Agreement”) between the Riley County Board of County Commissioners (“Client”) and SMH Consultants, a Professional Corporation (“Consultant”), for wastewater treatment lagoon facility design Services to be provided by Consultant for Client on the University Park Lagoons project (“Project”), is made and entered into this _____ day of _____, 2025 (“Amendment Effective Date”).

WITNESSETH:

WHEREAS, the parties entered into the Agreement for Consultant to provide wastewater treatment lagoon facility design Services for the Project; and

WHEREAS, various state and federal funding streams have been applied for by and/or granted to Client and/or the University Park Sewer Benefit District(s) currently in operation, including but not necessarily limited to programs administered by the Kansas Department of Health and Environment (“KDHE”); and

WHEREAS, KDHE has informed Client that for certain Project costs and expenses to be reimbursable under these state and federal funding streams, the Agreement must be amended to include several substantive attachments that must be approved and executed by both the Client and the Consultant; and

WHEREAS, both Client and Consultant acknowledge that completion of design and construction of the Project is contingent upon adequate funding of the Project, and desire to amend the Agreement to incorporate any and all provisions and attachments that are necessary or convenient to be eligible to receive Project funding.

NOW, THEREFORE, the parties hereby agree as follows:

The Agreement is hereby amended to include the following listed attachments, which Consultant hereby agrees to comply with and be bound by the provisions of, which shall be executed by Consultant, which shall be included with and incorporated into the Agreement as if fully set forth therein, and which shall be deemed to have been included as of the effective date of the Agreement:

Attachment: Design - signed (15374 : Updates to Contractual Provisions Attachments-SMH)

1. KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS
 - a. State of Kansas Act Against Discrimination Contract Provision Certification Form
 - b. EPA Certification Regarding Lobbying
 - c. Contract Provisions for Equal Opportunity
 - d. Contract Provisions for the Kansas Act Against Discrimination
 - e. Contract Provisions for Restrictions on Lobbying
 - f. Contract Provisions for the Trafficking Victims Protection Act of 2000
 - g. Contract Provisions for Suspension and Debarment
 - h. Contract Provisions for Non Discrimination
 - i. Contract Provisions for Non Segregated Facilities
2. RILEY COUNTY CONTRACTUAL PROVISIONS ATTACHMENT

For the purposes of all attachments to the Agreement listed in this Contractual Provisions Amendment, the term "Contractor" shall mean, and be inclusive of, Consultant.

EXECUTED by the parties to be effective as of the Amendment Effective Date listed above.

Contractor

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: Todd Anderson
Print Name: Todd Anderson
Title: Vice President, SMH Consultants

By: _____
Greg McKinley, Chairman

1-22-2025
Date

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Bryant Parker
Riley County Counselor

Attachment: Design - signed (15374 : Updates to Contractual Provisions Attachments-SMH)

KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

Attachment: Design - signed (15374 : Updates to Contractual Provisions Attachments-SMH)

**STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM**

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry.
2. In all solicitations or advertisements for employees, the contractor shall include the phrase "Equal opportunity employer" or a similar phrase to be approved by the Commission;
3. If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency.
4. If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency.
5. The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Project/Contract Name and No.:
University Park Wastewater Lagoon Facility

Contractor: SMH Consultants

Municipality: Riley County

Contractor's Signature:

Jodd Anderson

SRF Project No.: C20 3098 01

Title: Vice President Date: 1-22-2025

Attachment: Design - signed (15374 : Updates to Contractual Provisions Attachments-SMH)



C20 309801

KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Todd Anderson, Vice President SMH Consultants
 Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Attachment: Design - signed (15374 : Updates to Contractual Provisions Attachments-SMH)

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any SRF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

CONTRACTOR EXECUTION OF CONTRACT PROVISIONS FOR EQUAL OPPORTUNITY, THE KANSAS ACT AGAINST DISCRIMINATION, RESTRICTIONS ON LOBBYING, THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000, SUSPENSION AND DEBARMENT, NON DISCRIMINATION, AND NON SEGREGATED FACILITIES:

Project/Contract Name and No.:
University Park Wastewater Lagoon Facility

Contractor: SMH Consultants

Municipality: Riley County

Contractor's Signature:

Jodd Anderson

SRF Project No.: C20 3098 01

Title: Vice President Date: 1-22-2025

Attachment to Agreement for Professional Engineering Services ("Contract") Between the Riley County Board of County Commissioners (hereinafter "County"), and SMH Consultants, a Professional Corporation (hereinafter "Contractor").

RILEY COUNTY CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

6. **ANTI-DISCRIMINATION CLAUSE.**

- 6.1. In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
- 6.2. Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- 6.3. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 6.4. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 6.5. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 6.6. Contractor shall include the provisions of paragraphs 6.1 through 6.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

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

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

9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
12. **TERM AND TERMINATION.**
- 12.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
- 12.2. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.
- 12.3. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.
- 12.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Contractor, stating the effective date of the termination for convenience.
- 12.5. **Payment Calculation Upon Termination.** In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.
13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert

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

14. **PERSONNEL.**

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

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

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

16. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
17. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.
18. **RECORDS, REPORTS AND INSPECTION.**
- 18.1. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
- 18.2. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
- 18.3. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.
- 18.4. **Audit.** Contractor shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.
- 18.5. **Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.
- 18.6. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

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

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

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

- 19.2. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 18, above.

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

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

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

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

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

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

23. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify

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

24. **LIABILITY INSURANCE.** Contractor agrees to maintain the minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for Proposal. Liability insurance coverage must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County named as an additional insured, which shall be delivered to the Office of the Riley County Counselor for approval. Such certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives notice of such change by registered mail.
25. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Vendor to perform the services hereunder, Vendor agrees to promptly replace that person with an individual approved by County.
26. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
27. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: Todd Anderson
Name: Todd Anderson for SMH

By: _____
Greg McKinley, Chair

1-22-2025
Date

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Bryant Parker
Riley County Counselor

Attachment: Design - signed (15374 : Updates to Contractual Provisions Attachments-SMH)

REQUIRED CONTRACTUAL PROVISIONS AMENDMENT TO AGREEMENT FOR SERVICES

THIS REQUIRED CONTRACTUAL PROVISIONS AMENDMENT (“Contractual Provisions Amendment”) to the Agreement for Professional Engineering Services dated May 9, 2022 (“Agreement”) between the Riley County Board of County Commissioners (“Client”) and SMH Consultants, a Professional Corporation (“Consultant”) for wastewater treatment facility evaluation Services to be provided by Consultant for Client on the University Park Lagoons project (“Project”), is made and entered into this _____ day of _____, 2025 (“Amendment Effective Date”).

WITNESSETH:

WHEREAS, the parties entered into the Agreement for Consultant to provide wastewater treatment facility evaluation engineering Services for the Project; and

WHEREAS, various state and federal funding streams have been applied for by and/or granted to Client and/or the University Park Sewer Benefit District(s) currently in operation, including but not necessarily limited to programs administered by the Kansas Department of Health and Environment (“KDHE”); and

WHEREAS, KDHE has informed Client that for certain Project costs and expenses to be reimbursable under these state and federal funding streams, the Agreement must be amended to include several substantive attachments that must be approved and executed by both the Client and the Consultant; and

WHEREAS, both Client and Consultant acknowledge that completion of design and construction of the Project is contingent upon adequate funding of the Project, and desire to amend the Agreement to incorporate any and all provisions and attachments that are necessary or convenient to be eligible to receive Project funding.

NOW, THEREFORE, the parties hereby agree as follows:

The Agreement is hereby amended to include the following listed attachments, which Consultant hereby agrees to comply with and be bound by the provisions of, which shall be executed by Consultant, which shall be included with and incorporated into the Agreement as if fully set forth therein, and which shall be deemed to have been included as of the effective date of the Agreement:

1. KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS
 - a. State of Kansas Act Against Discrimination Contract Provision Certification Form

Attachment: Eval - signed (15374 : Updates to Contractual Provisions Attachments-SMH)

- b. EPA Certification Regarding Lobbying
 - c. Contract Provisions for Equal Opportunity
 - d. Contract Provisions for the Kansas Act Against Discrimination
 - e. Contract Provisions for Restrictions on Lobbying
 - f. Contract Provisions for the Trafficking Victims Protection Act of 2000
 - g. Contract Provisions for Suspension and Debarment
 - h. Contract Provisions for Non Discrimination
 - i. Contract Provisions for Non Segregated Facilities
2. RILEY COUNTY CONTRACTUAL PROVISIONS ATTACHMENT

For the purposes of all attachments to the Agreement listed in this Contractual Provisions Amendment, the term "Contractor" shall mean, and be inclusive of, Consultant.

EXECUTED by the parties to be effective as of the Amendment Effective Date listed above.

Contractor

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: Todd Anderson
Print Name: Todd Anderson
Title: Vice President

By: _____
Greg McKinley, Chairman

1-22-2025
Date

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Bryant Parker
Riley County Counselor

Attachment: Eval - signed (15374 : Updates to Contractual Provisions Attachments-SMH)

KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

Attachment: Eval - signed (15374 : Updates to Contractual Provisions Attachments-SMH)

**STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM**

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry.
2. In all solicitations or advertisements for employees, the contractor shall include the phrase "Equal opportunity employer" or a similar phrase to be approved by the Commission;
3. If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency.
4. If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency.
5. The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Project/Contract Name and No.:
University Park WWTF Evaluation

Contractor: SMH Consultants

Municipality:
Riley County

Contractor's Signature:

Jodel Anderson

SRF Project No.: C20 3098 01

Title: Vice President Date: 1-22-2025

Attachment: Eval - signed (15374 : Updates to Contractual Provisions Attachments-SMH)



C20 309801

KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Todd Anderson, Vice President SMH Consultants

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Attachment: Eval - signed (15374 : Updates to Contractual Provisions Attachments-SMH)

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any SRF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

CONTRACTOR EXECUTION OF CONTRACT PROVISIONS FOR EQUAL OPPORTUNITY, THE KANSAS ACT AGAINST DISCRIMINATION, RESTRICTIONS ON LOBBYING, THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000, SUSPENSION AND DEBARMENT, NON DISCRIMINATION, AND NON SEGREGATED FACILITIES:

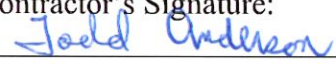
Project/Contract Name and No.:
University Park WWTF Evaluation

Contractor: SMH Consultants

Municipality: Riley County

Contractor's Signature:

SRF Project No.: C20 3098 01


 Title: Vice President Date: 1-22-2025

Attachment to Agreement for Professional Engineering Services ("Contract") Between the Riley County Board of County Commissioners (hereinafter "County"), and SMH Consultants, a Professional Corporation (hereinafter "Contractor").

RILEY COUNTY CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

6. **ANTI-DISCRIMINATION CLAUSE.**

- 6.1. In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
- 6.2. Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- 6.3. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 6.4. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 6.5. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 6.6. Contractor shall include the provisions of paragraphs 6.1 through 6.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

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

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

9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
12. **TERM AND TERMINATION.**
- 12.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
- 12.2. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.
- 12.3. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.
- 12.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Contractor, stating the effective date of the termination for convenience.
- 12.5. **Payment Calculation Upon Termination.** In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.
13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert

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

14. **PERSONNEL.**

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

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

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

16. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
17. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.
18. **RECORDS, REPORTS AND INSPECTION.**
- 18.1. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
- 18.2. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
- 18.3. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.
- 18.4. **Audit.** Contractor shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.
- 18.5. **Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.
- 18.6. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

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

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

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

- 19.2. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 18, above.

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

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

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

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

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

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

23. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify

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

24. **LIABILITY INSURANCE.** Contractor agrees to maintain the minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for Proposal. Liability insurance coverage must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County named as an additional insured, which shall be delivered to the Office of the Riley County Counselor for approval. Such certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives notice of such change by registered mail.
25. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Vendor to perform the services hereunder, Vendor agrees to promptly replace that person with an individual approved by County.
26. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
27. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: Todd Anderson

Name: Todd Anderson for SMH

By: _____

Greg McKinley, Chair

1-22-2025

Date

Date

ATTEST:

(seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____

Bryant Parker
Riley County Counselor

Attachment: Eval - signed (15374 : Updates to Contractual Provisions Attachments-SMH)

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is hereby entered into this 24th day of October, 2022, by and between the Board of County Commissioners of Riley County, Kansas, (Owner) and SMH Consultants, a Professional Corporation, (hereinafter "Consultant").

WHEREAS, the Owner desires to obtain professional engineering services, in connection with the University Park Wastewater Lagoon Facility, (hereinafter "Project"); and,

WHEREAS, Consultant is a professional corporation, with local offices located at 2017 Vanesta Place, Suite 110, Manhattan, Kansas, 66503, licensed to provide professional engineering services in the state of Kansas; and,

WHEREAS, Consultant is qualified, capable and prepared to perform the necessary professional engineering services in connection with the Project as described in this Agreement; and,

NOW THEREFORE, in consideration of the mutual promises contained herein, the Consultant agrees to provide the following services. The basic services are subdivided under the headings of Design Phase, Bidding Phase, Construction Phase, and Construction Observation.

Professional Services:

- General: The term "Services" when used in this Agreement shall mean any and all professional engineering services provided by Consultant in accordance with this Agreement. The Consultant may employ subconsultants as Consultant deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. The Consultant shall not be required to employ any subconsultants which are unacceptable to the Consultant. The Consultant will perform or furnish the necessary professional engineering and related services to enable the Owner to receive comparative bids and award a construction contract for the Project as stipulated herein. The Project shall include the design and construction of a non-discharging wastewater lagoon facility.
- Owner agrees to retain Consultant and Consultant agrees to perform and complete the following Services for the Project:

1. Design Phase Services:

- a. Assist the Owner in selecting a site for the lagoon facility. This shall include investigating potential sites and meeting with Owner's representatives, area stakeholders (if necessary), and land owners. A maximum of 24 hours to perform this service is included. Any necessary, additional hours will be billed at the hourly rate of the individual performing the service or under a supplemental agreement.
- b. Conduct topographic survey of selected site for purposes of developing base map for the design of the proposed improvements. This does not include property boundary surveys for the purchase of real property and/or easements. Property boundary surveys would be provided under a separate agreement.
- c. Conduct any necessary field surveys to establish horizontal and vertical control for the proposed improvements on the selected project site.
- d. Review design requirements with regulatory agencies, such as the Kansas Department of Health and Environment (KDHE), the State of Kansas Division of Water Resources (DWR), the U.S. Army Corps of Engineers, and other agencies as necessary.
- e. Advise and coordinate with the Owner the procurement of necessary subsurface soil investigations with a separate geotechnical firm required for design. The Owner will be responsible for contracting with the geotechnical firm.
- f. Prepare the Contract Documents for the Project, including final construction drawings, technical specifications, bidding documents, and construction documents.
- g. Provide technical criteria, written descriptions and design data for the Owner's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist the Owner in consultations with appropriate authorities.
- h. Advise Owner of any adjustments to the latest opinion of probable Total Project costs caused by change in general scope, extent or character or design requirements of the Project. Furnish to the Owner, a revised opinion of probable Total Project costs based on the final Contract Documents.
- i. Furnish two copies of the Contract Documents and present and review them with the Owner. Following review with the Owner, the Contract Documents shall be submitted to KDHE for review and approval.

- j. Upon receipt of review comments from KDHE and the Owner, Consultant shall incorporate the comments into the final Contract Documents.

2. Bidding Phase Services:

- a. Assist the Owner in notifying Contractors and Suppliers, through the Invitation to Bid, of the availability of the Contract Documents.
- b. Coordinate the posting of the Project on-line at www.drexeltech.com in the eDistribution plan room.
- c. Prepare and issue addenda as may be required to modify the Contract Documents before or after they have been issued to prospective Bidders.
- d. Prepare a current opinion of probable construction costs to be presented at the Bid Opening.
- e. Attend the Bid Opening, prepare bid tabulation sheets, and assist the Owner in evaluating the bids received.
- f. Assist the Owner in preparing and distributing the Construction Contract to the selected Contractor.

3. Construction Phase Services:

- a. Interpretation. During construction, Consultant's Project Manager or Design Staff shall be available for interpretation of the Drawings, Specifications, and Bidding Documents.
- b. Preconstruction Conference. Provide representation for the Owner at a preconstruction conference with the selected Contractor(s).
- c. Project Submittals. Review all Contractor submitted Shop Drawings, material samples, equipment drawings, and other data submittals required by the Contract Documents for conformance with the applicable sections of the Documents.
- d. Monthly Progress Meetings. Provide representation for the Owner at monthly construction progress meetings.
- e. Review test report records or certificates of compliance for any materials required to be tested off the Project site.
- f. Review Contractor's pay requests and assist in the measurement and computation of the submitted pay item quantities. Upon review, submit pay request to Owner.
- g. Recommend Change Orders and Change of Work Directives to Owner as appropriate and assist in the preparation of Change Orders and Work Change Directives as required.

- h. Issue Field Orders authorizing minor changes in the work not involving an adjustment in the Contract Sum or an extension of Contract Time which are, in the Consultant's opinion, consistent with the intent of the Contract Documents.
 - i. Final Review. Assist the Owner in conducting a final review of the completed construction in an effort to determine if the final construction is in conformance with the Contract Documents and develop project punchlist for Contractor.
 - j. Record Drawings. Upon completion of the construction work and upon final project approval, the Consultant shall revise the original Drawings to reflect changes made during construction. The Consultant shall then file revised reproducible tracings or electronic files with the Owner.
4. Construction Observation Services:
- a. Consultant shall provide periodic construction observation services during active construction for four (4) hours maximum per visit once a week.
 - b. Consultant's Construction Observer shall attend monthly construction progress meetings.
 - c. In addition to the site visits, the Consultant shall have a knowledgeable representative available on a full-time basis to answer questions from Owner's staff arising during the construction of the improvements.
5. Consultant shall provide Services under this Agreement only upon written request of the Owner, and only to the extent defined and required by the Owner. Consultant shall not provide any services or materials not described by this Agreement unless Consultant obtains prior written consent from the Owner. If the Owner gives prior written consent for Supplemental Services, the Owner shall compensate Consultant with a fee mutually agreed upon by the parties prior to performance of the Supplemental Services. Any Supplemental services or materials provided by Consultant without the Owner's prior written consent shall be at Consultant's own risk, cost, and expense, and Consultant shall not make a claim for compensation from the Owner for such work.
6. Standard of Care
- Consultant shall exercise the same degree of care, skill, and diligence in the performance of all Services to the Owner that is ordinarily possessed and exercised by reasonable, prudent, and experienced professional engineer under similar

circumstances. At the Owner's request, Consultant shall re-perform the Services which fail to satisfy this standard of care. If Consultant fails to possess and exercise such care, skill and diligence in providing all Services, Consultant shall be responsible to the Owner for any resulting loss or damages.

- Consultant represents it has all other necessary licenses, permits, and certifications required to perform the Services described herein.
- Consultant shall comply with, and make an effort to cause any subconsultants to comply with, applicable federal, state and local laws, orders, rules and regulations relating to the performance of the Services.
- Neither Consultant nor Consultant's agents or employees shall discriminate against any employee or applicant for employment in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

7. Compensation & Audit by Owner

- As consideration for providing the Design Phase Services as outlined above, the Owner shall pay Consultant the lump sum fee of \$One Hundred Twenty Thousand, Three Hundred Dollars and no cents (\$120,300.00). Payment shall be total compensation for labor, overhead, expenses, and anticipated profit.
- As consideration for providing the Bidding Phase Services as outlined above, the Owner shall pay Consultant the lump sum fee of \$Five Thousand, Five Hundred Fifty Dollars and no cents (\$5,550.00). Payment shall be total compensation for labor, overhead, expenses, and anticipated profit.
- As consideration for providing the Construction Phase Services as outlined above, the Owner shall pay Consultant the lump sum fee of \$Eighteen Thousand, Five Hundred Fifty Dollars and no cents (\$18,550.00). Payment shall be total compensation for labor, overhead, expenses, and anticipated profit.
- Therefore, **Total Compensation for Design, Bidding, and Construction Phase Services** shall be $\$120,300 + \$5,550 + \$18,550 =$ \$One Hundred Forty-Four Thousand, Four Hundred Dollars and no cents (\$144,400.00)
- Compensation paid to the Consultant for Construction Observation Services shall be based on the following:

- a. Construction Observation Services shall be billed at the hourly rate of the individual on site providing the service. Payment shall be total compensation for labor, overhead, expenses, and anticipated profit.
- Payments shall be requested monthly, based on progress determined by the Consultant. The invoice shall indicate the percentage of the Project completed. Owner agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the Owner. In the event of a dispute, and prior to the invoice's due date, Owner shall pay the undisputed portion of the invoice and notify Consultant of the nature of the dispute regarding the balance.
- At the Owner's request, Consultant shall permit the Owner, or any authorized representative of the Owner, at all reasonable times, to access and examine all records, books, papers or documents related to Consultant's performance under this Agreement, including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges, and detailed documentation for all such work performed.

8. Schedule & Delay

- Unless otherwise directed by the Owner, Consultant shall commence performance of the Services upon execution of this Agreement. Consultant shall complete the Services identified above in the Design Phase in a timely fashion such that the Design Phase shall be completed on or before July 31, 2023.
- The Bidding Phase will commence with the selection of the Bid Date.
- The Construction Phase and Construction Observation Services will commence with the execution of the construction contract for the work of the Project, and will terminate upon completion of the Record Drawings.
- Neither the Owner nor the Consultant shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and

the anticipated date to resume performance of the Agreement.

- If Consultant's performance is delayed due to delays caused by the Owner, Consultant shall have no claim against the Owner for damages or payment adjustment other than an extension of time to perform the Services.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CONSULTANT:

Todd J. Anderson

Todd J. Anderson
SMH Consultants

BOARD OF COUNTY COMMISSIONERS, RILEY COUNTY:

Greg McKinley
(Signature)

Greg McKinley
(Name)

Chair
(Title)

ATTEST:

Richard Vargo
(Signature)

Richard Vargo
(Name)

Clerk
(Title)



“Contract” Between Riley County, KS (hereinafter “County”), and SMH Consultants, a Professional Corporation (hereinafter “Consultant”).

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

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

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

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

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

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

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

14. **PERSONNEL.**

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

14.2. **Minimum Wages.** Consultant will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

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

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

15.1. **Interest of Public Officials and Others.** No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval

of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.

- 15.2. **Interest of Consultant.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.
- 15.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Consultant to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
16. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
17. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.
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21. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
23. **MERGER/SALE/TRANSFER OF CONSULTANT ASSETS.** Consultant will notify County in writing at least thirty (30) calendar days in advance of Consultant's merger with any other business entity, or of any sale or other transfer of Consultant's assets to any other business entity. In the event of any such merger, sale or other transfer of Consultant assets, Consultant will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Consultant assets. After such merger, sale or other transfer of Consultant assets, Consultant will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Consultant under this Contract.
24. **LIABILITY INSURANCE.** Consultant agrees to maintain the minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for Proposal and/or the contract or agreement to which this is attached. Liability insurance coverage must be considered as primary and not as excess insurance (excluding Workers' Compensation and Professional Liability). Consultant shall furnish a certificate evidencing such coverage, with County named as an additional insured (excluding Workers' Compensation and Professional Liability), which shall be delivered to the Office of the Riley County Counselor for approval.
25. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
26. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

SMH CONSULTANTS,
A PROFESSIONAL CORPORATION

By: Todd J. Anderson
Todd J. Anderson, Vice President

9-22-2022
Date

BOARD OF COUNTY
COMMISSIONERS OF
RILEY COUNTY, KANSAS

By: Greg McKinley
Greg McKinley, Chairman

10-24-22
Date



ATTEST:

Rich Vargo
Rich Vargo, County Clerk

Approved as to Form

By: Clancy Holeman
Clancy Holeman, Riley County Counselor

10-25-22
Date

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is hereby entered into this 9th day of May, 2022, by and between the Board of County Commissioners of Riley County, Kansas, (Owner) and SMH Consultants, a Professional Corporation, (hereinafter "Consultant").

WHEREAS, the Owner desires to obtain professional engineering services, in connection with University Park WWTF Evaluation (hereinafter "Project"); and,

WHEREAS, Consultant is a professional corporation, with local offices located at 2017 Vanesta Place, Suite 110, Manhattan, Kansas, 66503, licensed to provide professional engineering services in the state of Kansas; and,

WHEREAS, Consultant is qualified, capable and prepared to perform the necessary professional engineering services in connection with the Project as described in this Agreement; and,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Professional Services:

- A. The term "Services" when used in this Agreement shall mean any and all professional engineering services provided by Consultant in accordance with this Agreement. The Consultant may employ subconsultants as Consultant deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. The Consultant shall not be required to employ any subconsultants which are unacceptable to the Consultant. The Services include completing the University Park Wastewater Treatment Facility (WWTF) Evaluation for submittal to the Owner for Owner's use.
- B. Owner agrees to retain Consultant and Consultant agrees to perform and complete the following Services for the Project:
 1. Conduct necessary site visits to the facility to investigate the collection system and treatment plant's maintenance, operations, and conditions, as required to be submitted in the Semiannual Reports; and collect data to include in the

Compliance Plan and Semiannual Reports including monthly monitoring reports, flow records, area water use records, and other available records to aid in the Project.

2. Develop and deliver to the Kansas Department of Health & Environment (KDHE) a Facility Plan as required by KDHE under the Owner's *National Pollutant Discharge Elimination System* (NPDES) permit Schedule Of Compliance. Included shall be a schedule of improvements recommended and/or undertaken to bring the facility into consistent compliance with the effluent limits.
 3. Evaluate the replacement of the WWTF with a non-discharging lagoon system as required by KDHE, including a construction cost estimate of the lagoon system.
 4. As required by the Environmental Protection Agency (EPA), develop and deliver a Compliance Plan detailing a comprehensive written plan for achieving compliance with the 2020 NPDES Permit.
 5. Develop and submit to the EPA Semiannual Reports, beginning no later than August 1, 2022 and continuing through September 1, 2025. The Semiannual Reports shall include a copy of all monthly reports regarding compliance with effluent limits, a description of all actions taken pursuant to the Compliance Plan, and a description of all work planned for the next 6-month reporting period pursuant to the Compliance Plan.
 6. Develop a preliminary project cost estimate for the replacement of the existing wastewater treatment facility with a new, mechanical treatment facility.
 7. Conduct update meetings with Riley County Public Works Department for purposes of discussing project progress, obtaining feedback, and planning future steps in the project.
- C. Consultant shall provide Services under this Agreement only upon written request of the Owner, and only to the extent defined and required by the Owner. Consultant shall not provide any services or materials not described by this Agreement unless Consultant obtains prior written consent from the Owner. If the Owner gives prior written consent for Supplemental Services, the Owner shall compensate Consultant

with a fee mutually agreed upon by the parties prior to performance of the Supplemental Services. Any Supplemental services or materials provided by Consultant without the Owner's prior written consent shall be at Consultant's own risk, cost, and expense, and Consultant shall not make a claim for compensation from the Owner for such work.

2. Standard of Care

- A. Consultant shall exercise the same degree of care, skill, and diligence in the performance of all Services to the Owner that is ordinarily possessed and exercised by a reasonable, prudent, and experienced professional engineer under similar circumstances. At the Owner's request, Consultant shall re-perform the Services which fail to satisfy this standard of care. If Consultant fails to possess and exercise such care, skill and diligence in providing all Services, Consultant shall be responsible to the Owner for any resulting loss or damages.
- B. Consultant represents it has all other necessary licenses, permits, and certifications required to perform the Services described herein.
- C. Consultant shall comply with, and make an effort to cause any sub-consultants to comply with, applicable federal, state and local laws, orders, rules and regulations relating to the performance of the Services.
- D. Neither Consultant nor Consultant's agents or employees shall discriminate against any employee or applicant for employment in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

3. Compensation & Audit by Owner

- A. As consideration for providing the Services, the Owner shall pay Consultant at Consultant's hourly rates, based on services actually provided, an amount not to exceed \$ Fifty-Seven Thousand, One Hundred Sixty Dollars and no cents (\$57,160.00). Payment shall be total compensation for labor, overhead, expenses, and anticipated profit.
- B. Payments shall be requested monthly, based on progress determined by the Consultant. The invoice shall indicate the percentage of the Project completed.

Owner agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the Owner. In the event of a dispute, and prior to the invoice's due date, Owner shall pay the undisputed portion of the invoice and notify Consultant of the nature of the dispute regarding the balance.

- C. At the Owner's request, Consultant shall permit the Owner, or any authorized representative of the Owner, at all reasonable times, to access and examine all records, books, papers or documents related to Consultant's performance under this Agreement, including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges, and detailed documentation for all such work performed.

4. Schedule & Delay

- A. Unless otherwise directed by the Owner, Consultant shall commence performance of the Services upon execution of this Agreement.
- B. Consultant shall deliver to KDHE the required draft Facility Plan by August 1, 2022.
- C. Consultant shall deliver to EPA the required Compliance Plan by August 1, 2022.
- D. Consultant shall deliver the EPA required Semiannual Reports at the EPA expressed times.
- E. Neither the Owner nor the Consultant shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and the anticipated date to resume performance of the Agreement.
- F. If Consultant's performance is delayed due to delays caused by the Owner, Consultant shall have no claim against the Owner for damages or payment adjustment other than an extension of time to perform the Services.

- G. Consultant's services identified in this Agreement shall terminate with the submission of the August 1, 2025 Semiannual Report and any required revisions to the August 1, 2025 Semiannual Report, but no later than September 1, 2025.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CONSULTANT:

Todd J. Anderson
SMH Consultants

BOARD OF COUNTY COMMISSIONERS, RILEY COUNTY:

Chairman
(Title)

ATTEST:

County Clerk
(Title)



“Contract” Between Riley County, KS (hereinafter “County”), and SMH Consultants, a Professional Corporation (hereinafter “Consultant”).

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

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

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

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

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

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

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

14. **PERSONNEL.**

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

14.2. **Minimum Wages.** Consultant will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

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

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

15.1. **Interest of Public Officials and Others.** No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval

of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.

- 15.2. **Interest of Consultant.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.
- 15.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Consultant to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
16. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
17. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.
18. **RECORDS, REPORTS AND INSPECTION.**
 - 18.1. **Documentation of Costs.** All costs incurred by Consultant for which Consultant purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
 - 18.2. **Maintenance of Records.** Except as otherwise authorized by County, Consultant shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

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

19. METHOD OF BILLING AND PAYMENT.

- 19.1. **Billing Procedures.** Consultant agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.
- 19.2. **Support Documentation.** Billing shall be supported with documentation required by the County including, but not necessarily limited to, that documentation described in paragraph 18, above.
- 19.3. **Reimbursement Restrictions.** Payments shall be made to Consultant only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract. County reserves the right to disallow reimbursement for any item or service billed by Consultant if County believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.
- 19.4. **Pre-disbursement Requirements.** Consultant must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Consultant.
- 19.5. **Mailing Address.** Payments shall be mailed to Consultant's address as set forth herein.

20. **LICENSES AND PERMITS.** Consultant shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Consultant shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.
21. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
23. **MERGER/SALE/TRANSFER OF CONSULTANT ASSETS.** Consultant will notify County in writing at least thirty (30) calendar days in advance of Consultant's merger with any other business entity, or of any sale or other transfer of Consultant's assets to any other business entity. In the event of any such merger, sale or other transfer of Consultant assets, Consultant will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Consultant assets. After such merger, sale or other transfer of Consultant assets, Consultant will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Consultant under this Contract.
24. **LIABILITY INSURANCE.** Consultant agrees to maintain the minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for Proposal and/or the contract or agreement to which this is attached. Liability insurance coverage must be considered as primary and not as excess insurance (excluding Workers' Compensation and Professional Liability). Consultant shall furnish a certificate evidencing such coverage, with County named as an additional insured (excluding Workers' Compensation and Professional Liability), which shall be delivered to the Office of the Riley County Counselor for approval.
25. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
26. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

SMH CONSULTANTS,
A PROFESSIONAL CORPORATION

By: Todd J. Anderson
Todd J. Anderson, Chairman

5-5-2022
Date

BOARD OF COUNTY
COMMISSIONERS OF
RILEY COUNTY, KANSAS

By: Greg McKinley
Greg McKinley, Chairman

5-9-22
Date



ATTEST:

Rich Vargo
Rich Vargo, County Clerk

Approved as to Form

By: Craig D. Cox
~~Clancy Holman~~, Riley County Counselor
CRAIG COX, DEPUTY

Date: 5-10-2022



**COUNTY CLERK &
ELECTIONS**
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: February 10, 2025

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2025-02 ADunaway EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Alexis Dunaway**Status Change Date:** 02/05/2025**Status Change:** Separation**Date of Hire:** 05/01/2023**Seniority:** 1 Year(s), 9 Month(s)**Position:** WIC Clerk**Position Type:** Full Time**Pay Range:** Range 5**Pay Type:** Hourly**Base Rate:** \$22.54**Annualized Pay:** \$46,883.20**Funds Codes:** 30-Health Dept/412- HD-WIC**Supervisor:** Kaylyn Speth**Department Head:** Diane Creek

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2025-02 ADunaway EAF (15416 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
February 13, 2025**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Member](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Required Contractual Provisions Amendment to Agreement for Services with Terracon Consultants
2. Discuss Policy Breakfast
3. Discuss Joint City/County/County Meeting
4. Discuss Intergovernmental Luncheon

Review Minutes

5. Board of Riley County Commissioners - Regular Meeting - May 1, 2014 8:30 AM

Review Tentative Agenda

Press Conference Topics

9:00 AM

Bryant Parker, Counselor/Director of Administrative Services

6. Administrative Work Session

9:20 AM

Megan Lewis, Community Corrections Director

7. KDOC Budget 2026

9:30 AM

Katharine Hensler, Museum Director

8. Staff update

9:45 AM

Jason Smith, Manhattan Area Chamber of Commerce

9. Economic development update

10:00 AM

Diane Creek, Health Department Director

Attachment: 02-13-25 tentative agenda (15395 : Tentative Agenda)

- 10. Staff update
- 11. Child Care Licensing - Heather Ritchey

10:45 AM Budget and Planning Committee - Brittany Phillips, Budget and Finance Officer

- 12. Cash flow reports

11:00 AM Jacob Hansen, Deputy County Counselor

- 13. Contract for Attorney Fees for Guardian Ad Litem and Military Attorney for Tax Foreclosure Case

11:05 AM Brittany Phillips, Budget and Finance Officer

- 14. RHID Project
- 15. CIP Reserve Fund

Adjournment

Announcement

The Law Enforcement Agency Meeting will be held Tuesday, February 18th at 12:00 (noon) in the City Commission Chambers, 1101 Poyntz.

Riley County Offices will be closed on Monday, February 17th due to the observance of the Presidents' Day holiday.

The Board of County Commissioners will not be in session Monday, February 17th.

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

Attachment: 02-13-25 tentative agenda (15395 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
February 20, 2025**

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

[District 1 – John Ford, Member](#)

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

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

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:30 AM

Bryant Parker, Counselor/Director of Administrative Services

2. Administrative Work Session

9:50 AM

John Ellermann, Public Works Director/County Engineer

3. Bid opening for CPE windows

10:00 AM

Daniel Skucius, Extension Director

4. Staff update

10:15 AM

Brian Peete, RCPD Director

5. RCPD update

10:30 AM

Bob Isaac, Planner

6. Public hearing to amend the final development plan of Heritage Estates R-PUD and approve the final plat of Heritage Estates Unit 2

11:00 AM

Shilo Heger, Treasurer

7. Staff update

Attachment: 02-20-25 tentative agenda (15395 : Tentative Agenda)

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

Adjournment

Announcements

The February Policy Breakfast will be held today 7:15 a.m. - 8:30 a.m.
at the DoubleTree by Hilton, 530 Richards Drive.

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

Attachment: 02-20-25 tentative agenda (15395 : Tentative Agenda)



**COUNTY CLERK &
ELECTIONS**
Budget

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

STAFF REPORT

FROM: Rich Vargo, County Clerk

MEETING: February 10, 2025

SUBJECT: Year to date budget and expenditure reports

PRESENTER: Rich Vargo, County Clerk

Enclosures:

- 2024 YTD Wage-Overtime Report Overview 2025-01 (PDF)
- 2024 YTD Wage-Overtime Report Detail Page 2025-01 (PDF)
- January Financial reports 2025 (PDF)

2025 YTD Wages/Overtime Compared to Budget							% of Year Used 8.33%	
January	YTD Wages	Budgeted Wages	YTD OT	Budgeted Overtime	OT Spent - % of wages	Total YTD Wages & OT	2024 Total Budget	Budget Spent
Department								
1 Attorney	\$153,996.00	\$2,013,454.90	\$121.20	\$7,029.78	0.01%	\$154,117.20	\$2,020,484.68	7.63%
2 Clerk	\$73,084.80	\$1,008,345.00	\$0.00	\$6,870.44	0.00%	\$73,084.80	\$1,015,215.44	7.20%
3 Commissioners	\$13,968.06	\$181,585.00	\$0.00	\$0.00	0.00%	\$13,968.06	\$181,585.00	7.69%
4 Administrative Services	\$35,917.89	\$495,229.00	\$0.00	\$1,031.00	0.00%	\$35,917.89	\$496,260.00	7.24%
6 Register of Deeds	\$30,060.02	\$394,453.00	\$0.00	\$3,231.00	0.00%	\$30,060.02	\$397,684.00	7.56%
7 Treasurer	\$75,366.09	\$1,039,862.00	\$845.00	\$10,388.00	0.08%	\$76,211.09	\$1,050,250.00	7.26%
10 Emergency Mgt	\$13,345.09	\$230,470.00	\$0.00	\$851.00	0.00%	\$13,345.09	\$231,321.00	5.77%
17 Museum	\$24,512.84	\$359,669.00	\$0.00	\$0.00	0.00%	\$24,512.84	\$359,669.00	6.82%
19 Election	\$20,643.63	\$497,170.00	\$0.00	\$5,458.00	0.00%	\$20,643.63	\$502,628.00	4.11%
20 EMS/Ambulance	\$229,878.02	\$2,479,315.00	\$82,691.96	\$1,504,528.00	3.34%	\$312,569.98	\$3,983,843.00	7.85%
22 Appraiser	\$98,977.89	\$1,302,889.00	\$571.70	\$23,039.76	0.04%	\$99,549.59	\$1,325,928.76	7.51%
24 Planning & Development	\$41,158.50	\$545,336.00	\$0.00	\$2,614.00	0.00%	\$41,158.50	\$547,950.00	7.51%
29 Information Tech-GIS	\$57,261.38	\$746,347.00	\$0.00	\$9,469.00	0.00%	\$57,261.38	\$755,816.00	7.58%
30 General Serv.-Separation	\$0.00	\$120,000.00	\$0.00	\$0.00	0.00%	\$0.00	\$120,000.00	0.00%
40 Public Works	\$308,030.90	\$4,066,578.00	\$11,247.78	\$147,881.00	0.28%	\$319,278.68	\$4,214,459.00	7.58%
41 Noxious Weed	\$37,080.18	\$478,274.00	\$1,031.74	\$13,225.00	0.22%	\$38,111.92	\$491,499.00	7.75%
NON-GENERAL FUNDS								
Solid Waste payroll	\$18,063.32	\$196,536.00	\$1,086.54	\$16,601.00	0.55%	\$19,149.86	\$213,137.00	8.98%
Fire District #1	\$23,311.61	\$357,744.00	\$0.00	\$788.00	0.59%	\$23,311.61	\$358,532.00	6.50%
Subtotal-All County Funds	\$1,254,656.22	\$16,513,256.90	\$97,595.92	\$1,753,004.98	0.59%	\$1,352,252.14	\$18,266,261.88	
Health Dept.-General Fund	\$27,600.84	\$370,813.00	\$104.96	\$1,991.00	0.03%	\$27,705.80	\$372,804.00	7.43%
Health Dept.-Grant Funds	\$206,745.88	\$3,144,576.00	\$0.00	\$21,745.00	0.00%	\$206,745.88	\$3,166,321.00	6.53%
Community Corrections								
Adult Services	\$23,831.95	\$274,639.00	\$35.32	\$7,195.00	0.01%	\$23,867.27	\$281,834.00	8.47%
Juvenile Services	\$21,510.56	\$224,257.00	\$0.00	\$4,340.00	0.00%	\$21,510.56	\$228,597.00	9.41%
Juvenile reinvestment	\$3,482.18	\$37,625.00	\$0.00	\$1,250.00	0.00%	\$3,482.18	\$38,875.00	8.96%
BJA Grant	\$5,840.80	\$73,105.00	\$176.58	\$15,367.00	0.24%	\$6,017.38	\$88,472.00	6.80%
Subtotal Grant Funds	\$54,665.49	\$609,626.00	\$211.90	\$28,152.00	0.03%	\$54,877.39	\$637,778.00	
Totals	\$1,543,668.43	\$20,638,271.90	\$97,912.78	\$1,804,892.98	0.47%	\$1,641,581.21	\$22,443,164.88	

Attachment: 2024 YTD Wage-Overtime Report Overview 2025-01 (15410 : Year to date budget and expenditure reports)

Dept				January	February	March	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	YTD 2024	2025 Budget
	Department											
1	Attorney	Regular Salaries	1001	\$153,996.00			\$153,996.00	\$0.00	\$0.00	\$0.00	\$153,996.00	\$1,986,364.90
		Seasonal/ASND	1003	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$27,090.00
		Overtime	1005	\$121.20			\$121.20	\$0.00	\$0.00	\$0.00	\$121.20	\$7,029.78
				\$154,117.20	\$0.00	\$0.00	\$154,117.20	\$0.00	\$0.00	\$0.00	\$154,117.20	\$2,020,484.68
2	Clerk	Regular Salaries	1001	\$72,353.55			\$72,353.55	\$0.00	\$0.00	\$0.00	\$72,353.55	\$993,345.00
		Seasonal/ASND	1003	\$731.25			\$731.25	\$0.00	\$0.00	\$0.00	\$731.25	\$15,000.00
		Overtime	1005	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,870.44
				\$73,084.80	\$0.00	\$0.00	\$73,084.80	\$0.00	\$0.00	\$0.00	\$73,084.80	\$1,015,215.44
3	Commissioners	Regular Salaries	1001	\$13,968.06			\$13,968.06	\$0.00	\$0.00	\$0.00	\$13,968.06	\$181,585.00
				\$0.00			\$0.00			\$0.00		
4	Administrative Svcs	Regular Salaries	1001	\$35,917.89			\$35,917.89	\$0.00	\$0.00	\$0.00	\$35,917.89	\$495,229.00
		Overtime	1005	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,031.00
				\$35,917.89	\$0.00	\$0.00	\$35,917.89	\$0.00	\$0.00	\$0.00	\$35,917.89	\$496,260.00
6	Register of Deeds	Regular Salaries	1001	\$30,060.02			\$30,060.02	\$0.00	\$0.00	\$0.00	\$30,060.02	\$394,453.00
		Seasonal/ASND	1003	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Overtime	1005	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,231.00
				\$30,060.02	\$0.00	\$0.00	\$30,060.02	\$0.00	\$0.00	\$0.00	\$30,060.02	\$397,684.00
7	Treasurer	Regular Salaries	1001	\$75,366.09			\$75,366.09	\$0.00	\$0.00	\$0.00	\$75,366.09	\$1,039,862.00
		Seasonal/ASND	1003	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Overtime	1005	\$845.00			\$845.00	\$0.00	\$0.00	\$0.00	\$845.00	\$10,388.00
				\$76,211.09	\$0.00	\$0.00	\$76,211.09	\$0.00	\$0.00	\$0.00	\$76,211.09	\$1,050,250.00
10	Emergency Mgt	Regular Salaries	1001	\$13,345.09			\$13,345.09	\$0.00	\$0.00	\$0.00	\$13,345.09	\$230,470.00
		Seasonal/ASND	1003	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Overtime	1005	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$851.00
				\$13,345.09	\$0.00	\$0.00	\$13,345.09	\$0.00	\$0.00	\$0.00	\$13,345.09	\$231,321.00
17	Museum	Regular Salaries	1001	\$22,656.59			\$22,656.59	\$0.00	\$0.00	\$0.00	\$22,656.59	\$338,219.00
		Seasonal/ASND	1003	\$1,856.25			\$1,856.25	\$0.00	\$0.00	\$0.00	\$1,856.25	\$21,450.00
		Overtime	1005	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$24,512.84	\$0.00	\$0.00	\$24,512.84	\$0.00	\$0.00	\$0.00	\$24,512.84	\$359,669.00
19	Election	Regular Salaries	1001	\$19,912.38			\$19,912.38	\$0.00	\$0.00	\$0.00	\$19,912.38	\$307,684.00
		Seasonal/ASND	1003	\$731.25			\$731.25	\$0.00	\$0.00	\$0.00	\$731.25	\$189,486.00
		Overtime	1005	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,458.00
				\$20,643.63	\$0.00	\$0.00	\$20,643.63	\$0.00	\$0.00	\$0.00	\$20,643.63	\$502,628.00
20	EMS/Ambulance	Regular Salaries	1001	\$224,102.12			\$224,102.12	\$0.00	\$0.00	\$0.00	\$224,102.12	\$2,417,786.00
		Seasonal/ASND	1003	\$5,775.90			\$5,775.90	\$0.00	\$0.00	\$0.00	\$5,775.90	\$61,529.00
		Overtime	1005	\$82,691.96			\$82,691.96	\$0.00	\$0.00	\$0.00	\$82,691.96	\$1,504,528.00
				\$312,569.98	\$0.00	\$0.00	\$312,569.98	\$0.00	\$0.00	\$0.00	\$312,569.98	\$3,983,843.00

Dept				January	February	March	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	YTD 2024	2025 Budget
	Department											
22	Appraiser	Regular Salaries	1001	\$98,977.89			\$98,977.89	\$0.00	\$0.00	\$0.00	\$98,977.89	\$1,287,889.96
		Seasonal/ASND	1003	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00
		Overtime	1005	\$571.70			\$571.70	\$0.00	\$0.00	\$0.00	\$571.70	\$23,039.76
				\$99,549.59	\$0.00	\$0.00	\$99,549.59	\$0.00	\$0.00	\$0.00	\$99,549.59	\$1,325,929.72
24	Planning & Development	Regular Salaries	1001	\$41,158.50			\$41,158.50	\$0.00	\$0.00	\$0.00	\$41,158.50	\$545,336.00
		Seasonal/ASND	1003	\$0.00			\$0.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00
		Overtime	1005	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,614.00
				\$41,158.50	\$0.00	\$0.00	\$41,158.50	\$0.00	\$0.00	\$0.00	\$41,158.50	\$547,950.00
29	Information Tech-GIS	Regular Salaries	1001	\$57,261.38			\$57,261.38	\$0.00	\$0.00	\$0.00	\$57,261.38	\$746,347.00
		Seasonal/ASND	1003	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Overtime	1005	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,469.00
				\$57,261.38	\$0.00	\$0.00	\$57,261.38	\$0.00	\$0.00	\$0.00	\$57,261.38	\$755,816.00
30	General-General	Regular Salaries	1001	\$0.00			\$0.00	\$0.00	\$0.00		\$0.00	
		Separation Payout	1005	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000.00
40	Public Works	Regular Salaries	1001	\$307,988.68			\$307,988.68	\$0.00	\$0.00	\$0.00	\$307,988.68	\$3,931,502.00
		Seasonal/ASND	1003	\$42.22			\$42.22	\$0.00	\$0.00	\$0.00	\$42.22	\$135,076.00
		Overtime	1005	\$11,247.78			\$11,247.78	\$0.00	\$0.00	\$0.00	\$11,247.78	\$147,881.00
				\$319,278.68	\$0.00	\$0.00	\$319,278.68	\$0.00	\$0.00	\$0.00	\$319,278.68	\$4,214,459.00
41	Noxious Weed	Regular Salaries	1001	\$37,080.18			\$37,080.18	\$0.00	\$0.00	\$0.00	\$37,080.18	\$478,274.00
		Seasonal/ASND	1003	0			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Overtime	1005	\$1,031.74			\$1,031.74	\$0.00	\$0.00	\$0.00	\$1,031.74	\$13,225.00
				\$38,111.92	\$0.00	\$0.00	\$38,111.92	\$0.00	\$0.00	\$0.00	\$38,111.92	\$491,499.00
150	Solid Waste Payroll	Regular Salaries	1001	\$18,063.32			\$18,063.32	\$0.00	\$0.00	\$0.00	\$18,063.32	\$196,536.00
		Seasonal/ASND	1003	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Overtime	1005	\$1,086.54			\$1,086.54	\$0.00	\$0.00	\$0.00	\$1,086.54	\$16,601.00
				\$19,149.86	\$0.00	\$0.00	\$19,149.86	\$0.00	\$0.00	\$0.00	\$19,149.86	\$213,137.00
183	Fire District #1	Regular Salaries	1001	\$21,266.61			\$21,266.61	\$0.00	\$0.00	\$0.00	\$21,266.61	\$282,419.00
		Stipends	1003	\$2,045.00			\$2,045.00	\$0.00	\$0.00	\$0.00	\$2,045.00	\$75,325.00
		Overtime	1005	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$788.00
				\$23,311.61	\$0.00	\$0.00	\$23,311.61	\$0.00	\$0.00	\$0.00	\$23,311.61	\$358,532.00
400	Health Dept-General	Regular Salaries	1001	\$27,600.84			\$27,600.84	\$0.00	\$0.00	\$0.00	\$27,600.84	\$370,813.00
		Seasonal/ASND	1003	\$ -			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Overtime	1005	\$104.96			\$104.96	\$0.00	\$0.00	\$0.00	\$104.96	\$1,991.00
				\$27,705.80	\$0.00	\$0.00	\$27,705.80	\$0.00	\$0.00	\$0.00	\$27,705.80	\$372,804.00
410 - 445	Health Dept-Grants	Regular Salaries	1001	\$206,745.88	\$0.00	\$0.00	\$206,745.88	\$0.00	\$0.00	\$0.00	\$206,745.88	\$3,144,576.00
		Seasonal/ASND	1003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Dept				January	February	March	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	YTD 2024	2025 Budget
	Department											
		Overtime	1005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,745.00
				\$206,745.88	\$0.00	\$0.00	\$206,745.88	\$0.00	\$0.00	\$0.00	\$206,745.88	\$3,166,321.00
520	Community Corrections	Regular Salaries	1001	\$23,831.95			\$23,831.95	\$0.00	\$0.00	\$0.00	\$23,831.95	\$274,639.00
	-Adult	Seasonal/ASND	1003	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Overtime	1005	\$35.32			\$35.32	\$0.00	\$0.00	\$0.00	\$35.32	\$7,195.00
				\$23,867.27	\$0.00	\$0.00	\$23,867.27	\$0.00	\$0.00	\$0.00	\$23,867.27	\$281,834.00
521	Community Corrections	Regular Salaries	1001	\$19,508.87			\$19,508.87	\$0.00	\$0.00	\$0.00	\$19,508.87	\$200,009.00
	-Juvenile	Seasonal/ASND	1003	\$ 2,001.69			\$2,001.69	\$0.00	\$0.00	\$0.00	\$2,001.69	\$24,248.00
		Overtime	1005	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,340.00
				\$21,510.56	\$0.00	\$0.00	\$21,510.56	\$0.00	\$0.00	\$0.00	\$21,510.56	\$228,597.00
523	Community Corrections	Regular Salaries	1001	\$3,482.18			\$3,482.18	\$0.00	\$0.00	\$0.00	\$3,482.18	\$37,625.00
	-Juvenile reinvestment	Seasonal/ASND	1003	\$ -			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Overtime	1005	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00
				\$3,482.18	\$0.00	\$0.00	\$3,482.18	\$0.00	\$0.00	\$0.00	\$3,482.18	\$38,875.00
2003	Community Corrections	Regular Salaries	1001	\$5,840.80			\$5,840.80	\$0.00	\$0.00	\$0.00	\$5,840.80	\$73,105.00
	-BJA Grant	Seasonal/ASND	1003	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Overtime	1005	\$176.58			\$176.58	\$0.00	\$0.00	\$0.00	\$176.58	\$15,367.33
				\$6,017.38	\$0.00	\$0.00	\$6,017.38	\$0.00	\$0.00	\$0.00	\$6,017.38	\$88,472.33
	Totals:			\$1,638,099.03	\$0.00	\$0.00	\$1,638,099.03	\$0.00	\$0.00	\$0.00	\$1,638,099.03	\$22,443,166.17
											\$1,638,099.03	\$22,443,164.88

2025 YTD BUDGET ACTIVITY

% of Year 8.3

8.c

	DEPARTMENT	BUDGET	JAN EXPENSES	FEB EXPENSES	MAR EXPENSES	1st QTR EXPENSES	2nd QTR EXPENSES	3rd QTR EXPENSES	4TH QTR EXPENSES	TOTAL EXPENSES	AVAILABLE BUDGET	% USED
	Attorney	\$3,048,087	\$210,468			\$210,468	\$0	\$0	\$0	\$210,468	\$2,837,619	6.90%
	Clerk	\$1,529,504	\$100,477			\$100,477	\$0	\$0	\$0	\$100,477	\$1,429,027	6.57%
	County Commissioners	\$301,748	\$18,281			\$18,281	\$0	\$0	\$0	\$18,281	\$283,467	6.06%
	Admin. Svcs/Counselor	\$746,491	\$47,912			\$47,912	\$0	\$0	\$0	\$47,912	\$698,579	6.42%
	Register of Deeds	\$609,413	\$47,334			\$47,334	\$0	\$0	\$0	\$47,334	\$562,079	7.77%
	Treasurer	\$1,528,779	\$108,097			\$108,097	\$0	\$0	\$0	\$108,097	\$1,420,682	7.07%
	District Court	\$189,380	\$1,531			\$1,531	\$0	\$0	\$0	\$1,531	\$187,849	0.81%
1.00	Emergency Management	\$390,858	\$19,902			\$19,902	\$0	\$0	\$0	\$19,902	\$370,956	5.09%
	Coroner	\$156,500	\$4,167			\$4,167	\$0	\$0	\$0	\$4,167	\$152,333	2.66%
	Juvenile Detention	\$120,000	\$0			\$0	\$0	\$0	\$0	\$0	\$120,000	0.00%
	Fair	\$110,500	\$0			\$0	\$0	\$0	\$0	\$0	\$110,500	0.00%
1.00	Museum	\$509,201	\$32,571			\$32,571	\$0	\$0	\$0	\$32,571	\$476,630	6.40%
	Election	\$855,025	\$31,126			\$31,126	\$0	\$0	\$0	\$31,126	\$823,899	3.64%
	Ambulance	\$6,501,135	\$460,948			\$460,948	\$0	\$0	\$0	\$460,948	\$6,040,187	7.09%
	Appraiser	\$2,020,830	\$170,285			\$170,285	\$0	\$0	\$0	\$170,285	\$1,850,545	8.43%
	Planning & Development	\$826,873	\$86,276			\$86,276	\$0	\$0	\$0	\$86,276	\$740,597	10.43%
	Budget Appropriations	\$2,062,682	\$981,284			\$981,284	\$0	\$0	\$0	\$981,284	\$1,081,398	47.57%
	Insurance	\$1,170,000	-\$4,475			-\$4,475	\$0	\$0	\$0	-\$4,475	\$1,174,475	-0.38%
	Information Systems	\$1,922,993	\$111,092			\$111,092	\$0	\$0	\$0	\$111,092	\$1,811,901	5.78%
	County General-General	\$5,983,550	\$19,039			\$19,039	\$0	\$0	\$0	\$19,039	\$5,964,511	0.32%
	Public Works	\$10,412,803	\$472,457			\$472,457	\$0	\$0	\$0	\$472,457	\$9,940,346	4.54%
	Noxious Weed	\$941,971	\$52,378			\$52,378	\$0	\$0	\$0	\$52,378	\$889,593	5.56%
	Juvenile Supervision	\$1,000	\$0			\$0	\$0	\$0	\$0	\$0	\$1,000	0.00%
	Payroll Clearing	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	General Fund Transfers	\$5,590,838	\$5,590,838			\$5,590,838	\$0	\$0	\$0	\$5,590,838	\$0	100.00%
	County General subtotal	\$47,530,161	\$8,561,987	\$0	\$0	\$8,561,987	\$0	\$0	\$0	\$8,561,987	\$38,968,174	18.01%
	Less Budget Stabilization	\$4,000,000										
	General Fund w/out Budget Stabilization	\$43,530,161										

Attachment: January Financial reports 2025 (15410 : Year to date budget and expenditure reports)

2025 YTD BUDGET ACTIVITY

% of Year 8.3

8.c

	DEPARTMENT	BUDGET	JAN EXPENSES	FEB EXPENSES	MAR EXPENSES	1st QTR EXPENSES	2nd QTR EXPENSES	3rd QTR EXPENSES	4TH QTR EXPENSES	TOTAL EXPENSES	AVAILABLE BUDGET	% USED
2.00	Riley County Health Dept #30	\$6,205,009	\$428,931			\$428,931	\$0	\$0	\$0	\$428,931	\$5,776,078	6.91%
	Disaster Fund #3	\$6,803,333	\$30,712			\$30,712	\$0	\$0	\$0	\$30,712	\$6,772,621	0.45%
	21st District Adult Drug Court #40	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
	Court Tech Fund #50	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
	Court Services #51	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
	EMS Grants #52	\$6,371	\$0			\$0	\$0	\$0	\$0	\$0	\$6,371	0.00%
	KS Opioid Settlement #53	\$319,430	\$54,000			\$54,000	\$0	\$0	\$0	\$54,000	\$265,430	16.91%
	LATCF Funds #54	\$200,000	\$0			\$0	\$0	\$0	\$0	\$0	\$200,000	0.00%
	Register of Deeds Tech Fund #106	\$207,160	\$1,398			\$1,398	\$0	\$0	\$0	\$1,398	\$205,763	0.67%
	Clerk's Tech Fund #107	\$199,205	\$0			\$0	\$0	\$0	\$0	\$0	\$199,205	0.00%
	Treasurer's Tech Fund #108	\$117,999	\$0			\$0	\$0	\$0	\$0	\$0	\$117,999	0.00%
	War Memorial #112	\$11,500	\$0			\$0	\$0	\$0	\$0	\$0	\$11,500	0.00%
	County Auction #118	\$281,094	\$0			\$0	\$0	\$0	\$0	\$0	\$281,094	0.00%
	P.A.T.F #128	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	Motor Vehicle Operations #130	\$433,220	\$505			\$505	\$0	\$0	\$0	\$505	\$432,715	0.12%
	Special Alcohol Programs #132	\$6,000	\$0			\$0	\$0	\$0	\$0	\$0	\$6,000	0.00%
2.00	Community Corrections #144	\$227,961	\$0			\$0	\$0	\$0	\$0	\$0	\$227,961	0.00%
	KDOC Adult Services - 2000	\$529,565	\$40,471			\$40,471	\$0	\$0	\$0	\$40,471	\$489,094	7.64%
	KDOC Juvenile Services - 2001	\$356,757	\$28,906			\$28,906	\$0	\$0	\$0	\$28,906	\$327,851	8.10%
	KDOC Juv Reinvestment - 2002	\$61,595	\$5,307			\$5,307	\$0	\$0	\$0	\$5,307	\$56,288	8.62%
	BJA Grant - 2003	\$181,620	\$8,122			\$8,122	\$0	\$0	\$0	\$8,122	\$173,498	4.47%
	21st Jud Dist DC ADSAP - 2004	\$25,938	\$0			\$0	\$0	\$0	\$0	\$0	\$25,938	0.00%
	Kansas Fights Addiction - 2005	\$70,000	\$0			\$0	\$0	\$0	\$0	\$0	\$70,000	0.00%
	City Alcohol Funds - 2006	\$23,500	\$0			\$0	\$0	\$0	\$0	\$0	\$23,500	0.00%
	RL County Alcohol Funds - 2007	\$5,616	\$0			\$0	\$0	\$0	\$0	\$0	\$5,616	0.00%
	RL Salary Appropriations - 2008	\$187,636	\$0			\$0	\$0	\$0	\$0	\$0	\$187,636	0.00%
	Caroline Peine Grant - 2009	\$7,450	\$0			\$0	\$0	\$0	\$0	\$0	\$7,450	0.00%
	GMCF Grant - 2010	\$3,750	\$0			\$0	\$0	\$0	\$0	\$0	\$3,750	0.00%
	Daniel Keating Foundation - 2011	\$4,865	\$0			\$0	\$0	\$0	\$0	\$0	\$4,865	0.00%
	Capital Improvements Fund #145	\$15,548,840	\$220,832			\$220,832	\$0	\$0	\$0	\$220,832	\$15,328,008	1.42%
	Economic Development #146	\$324,361	\$84,309			\$84,309	\$0	\$0	\$0	\$84,309	\$240,052	25.99%
	Emergency 911 #148	\$996,497	\$178,988			\$178,988	\$0	\$0	\$0	\$178,988	\$817,509	17.96%
	Solid Waste #150	\$3,346,640	\$30,785			\$30,785	\$0	\$0	\$0	\$30,785	\$3,315,855	0.92%
	County Building #152	\$433,000	\$2,577			\$2,577	\$0	\$0	\$0	\$2,577	\$430,423	0.60%
	Road & Bridge Capital Projects #157	\$5,745,678	\$0			\$0	\$0	\$0	\$0	\$0	\$5,745,678	0.00%
	Road & Bridge Capital Projects #188	\$6,160,333	\$0			\$0	\$0	\$0	\$0	\$0	\$6,160,333	0.00%
	RCPD Operations #173	\$6,180,206	\$1,480,255			\$1,480,255	\$0	\$0	\$0	\$1,480,255	\$4,699,951	23.95%
	Landfill Closure #180	\$52,622	\$0			\$0	\$0	\$0	\$0	\$0	\$52,622	0.00%
	Bond & Interest # 181	\$470,467	\$11,349			\$11,349	\$0	\$0	\$0	\$11,349	\$459,118	2.41%
	Riley Co Fire Dist #1 #183	\$1,526,222	\$57,772			\$57,772	\$0	\$0	\$0	\$57,772	\$1,468,450	3.79%
	Riley Co Fire Dist Cap Out #184	\$660,334	\$85,000			\$85,000	\$0	\$0	\$0	\$85,000	\$575,334	12.87%
	Fire Station Projects #185	\$500,672	\$0			\$0	\$0	\$0	\$0	\$0	\$500,672	0.00%

Attachment: January Financial reports 2025 (15410 : Year to date budget and expenditure reports)

2025 YTD BUDGET ACTIVITY

% of Year 8.3

8.c

	DEPARTMENT	BUDGET	JAN EXPENSES	FEB EXPENSES	MAR EXPENSES	1st QTR EXPENSES	2nd QTR EXPENSES	3rd QTR EXPENSES	4TH QTR EXPENSES	TOTAL EXPENSES	AVAILABLE BUDGET	% USED
	Keats Capital Project #236	\$2,597,306	\$15,800			\$15,800	\$0	\$0	\$0	\$15,800	\$2,581,506	0.00%
	University Park W&S #230	\$195,476	\$48			\$48	\$0	\$0	\$0	\$48	\$195,428	0.02%
	Univ Park W/S Reserve #284	\$186,493	\$0			\$0	\$0	\$0	\$0	\$0	\$186,493	0.00%
	Hunters Island Water #238	\$45,363	\$1,407			\$1,407	\$0	\$0	\$0	\$1,407	\$43,956	3.10%
	Hunters Island Reserve #241	\$14,801	\$0			\$0	\$0	\$0	\$0	\$0	\$14,801	0.00%
	Carson Sewer Operations #239	\$98,757	\$0			\$0	\$0	\$0	\$0	\$0	\$98,757	0.00%
	Carson Sewer Reserve #237	\$110,139	\$0			\$0	\$0	\$0	\$0	\$0	\$110,139	0.00%
	Deep Creek Sewer #242	\$14,018	\$6			\$6	\$0	\$0	\$0	\$6	\$14,012	0.05%
	Deep Creek Reserve #243	\$29,998	\$0			\$0	\$0	\$0	\$0	\$0	\$29,998	0.00%
	Moehlman Bottoms #244	\$27,556	\$0			\$0	\$0	\$0	\$0	\$0	\$27,556	0.00%
	Moehlman Bottoms Reserve #245	\$18,631	\$0			\$0	\$0	\$0	\$0	\$0	\$18,631	0.00%
	Terra Hts Sewer #252	\$56,600	\$15			\$15	\$0	\$0	\$0	\$15	\$56,585	0.03%
	Terra Hts Sinking #254	\$153,321	\$0			\$0	\$0	\$0	\$0	\$0	\$153,321	0.00%
	Konza Water Operations #256	\$121,350	\$61			\$61	\$0	\$0	\$0	\$61	\$121,289	0.05%
	Konza Water Reserve #257	\$242,245	\$0			\$0	\$0	\$0	\$0	\$0	\$242,245	0.00%
	Valleywood Cap Reserve #282	\$198,546	\$0			\$0	\$0	\$0	\$0	\$0	\$198,546	0.00%
	Valleywood Operations #248	\$71,339	\$0			\$0	\$0	\$0	\$0	\$0	\$71,339	0.00%
	Mertz/McGehee Drainage #322	\$6,183	\$0			\$0	\$0	\$0	\$0	\$0	\$6,183	0.00%
	Lakeside Heights Sewer #285	\$2,677	\$1			\$1	\$0	\$0	\$0	\$1	\$2,676	0.05%
	Lakeside Heights Sewer Capital #286	\$5,434	\$0			\$0	\$0	\$0	\$0	\$0	\$5,434	0.00%
		\$62,618,679	\$2,767,556	\$0	\$0	\$2,767,556	\$0	\$0	\$0	\$2,767,556	\$59,851,123	
	Total including General Fund	\$110,148,840	\$11,329,544	\$0	\$0	\$11,329,544	\$0	\$0	\$0	\$11,329,544	\$98,819,296	

Attachment: January Financial reports 2025 (15410 : Year to date budget and expenditure reports)

2024 to 2025 Comparison

% of Year 8.3

DEPARTMENT	JANUARY		JANUARY	YEAR-TO-DATE THRU JANUARY		Y-T-D	2025
	2024	2025	DIFFERENCE	2024	2025	DIFFERENCE	BUDGET
Attorney	\$183,800	\$210,468	\$26,668	\$183,800	\$210,468	\$26,668	\$3,048,087
Clerk	\$95,649	\$100,477	\$4,828	\$95,649	\$100,477	\$4,828	\$1,529,504
County Commissioners	\$16,761	\$18,281	\$31,151	\$16,761	\$18,281	\$31,151	\$301,748
Admin. Svcs/Counselor	\$50,964	\$47,912	-\$3,630	\$50,964	\$47,912	-\$3,630	\$746,491
Register of Deeds	\$44,215	\$47,334	\$63,882	\$44,215	\$47,334	\$63,882	\$609,413
Treasurer	\$124,077	\$108,097	-\$122,546	\$124,077	\$108,097	-\$122,546	\$1,528,779
District Court	\$5,520	\$1,531	\$14,382	\$5,520	\$1,531	\$14,382	\$189,380
Emergency Management	\$23,742	\$19,902	-\$19,575	\$23,742	\$19,902	-\$19,575	\$390,858
Coroner	\$4,167	\$4,167	\$0	\$4,167	\$4,167	\$0	\$156,500
Juvenile Detention	\$16,424	\$0	-\$16,424	\$16,424	\$0	-\$16,424	\$120,000
Fair	\$3,376	\$0	-\$3,376	\$3,376	\$0	-\$3,376	\$110,500
Museum	\$36,268	\$32,571	-\$3,697	\$36,268	\$32,571	-\$3,697	\$509,201
Election	\$32,401	\$31,126	-\$1,275	\$32,401	\$31,126	-\$1,275	\$855,025
Ambulance	\$411,338	\$460,948	\$49,610	\$411,338	\$460,948	\$49,610	\$6,501,135
Appraiser	\$136,628	\$170,285	\$33,657	\$136,628	\$170,285	\$33,657	\$2,020,830
Planning & Development	\$49,205	\$86,276	\$37,071	\$49,205	\$86,276	\$37,071	\$826,873
Budget Appropriations	\$866,232	\$981,284	\$115,052	\$866,232	\$981,284	\$115,052	\$2,062,682
Insurance	\$3,538	-\$4,475	-\$8,013	\$3,538	-\$4,475	-\$8,013	\$1,170,000
Information Systems/GIS	\$66,139	\$111,092	\$44,953	\$66,139	\$111,092	\$44,953	\$1,922,993
County General-General	\$50,104	\$19,039	-\$31,065	\$50,104	\$19,039	-\$31,065	\$5,983,550
Public Works	\$462,942	\$472,457	\$9,514	\$462,942	\$472,457	\$9,514	\$10,412,803
Noxious Weed	\$51,608	\$52,378	\$771	\$51,608	\$52,378	\$771	\$941,971
General Fund	\$2,735,097	\$2,971,149	\$221,938	\$2,735,097	\$2,971,149	\$221,938	\$41,938,323

Attachment: January Financial reports 2025 (15410 : Year to date budget and expenditure reports)

2024 to 2025 Comparison

% of Year 8.3

DEPARTMENT	JANUARY		JANUARY	YEAR-TO-DATE THRU JANUARY		Y-T-D	2025
	2024	2025	DIFFERENCE	2024	2025	DIFFERENCE	BUDGET
Health Department - 30	\$402,316	\$428,931	\$26,615	\$402,316	\$428,931	\$26,615	\$6,205,009
Disaster Fund - 3	\$0	\$30,712	\$30,712	\$0	\$30,712	\$30,712	\$6,803,333
EMS Grants Fund - 52	\$0	\$0	\$0	\$0	\$0	\$0	\$6,371
KS Opioid Settlement - 53	\$22,795	\$54,000	\$31,205	\$22,795	\$54,000	\$31,205	\$319,430
LATCF Funds - 54	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000
Register of Deeds Tech Fund - 106	\$0	\$1,398	\$1,398	\$0	\$1,398	\$1,398	\$207,160
Clerk's Tech Fund - 107	\$0	\$0	\$0	\$0	\$0	\$0	\$199,205
Treasurer's Tech Fund - 108	\$0	\$0	\$0	\$0	\$0	\$0	\$117,999
War Memorial - 112	\$0	\$0	\$0	\$0	\$0	\$0	\$11,500
County Auction - 118	\$0	\$0	\$0	\$0	\$0	\$0	\$281,094
P.A.T.F - 128	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Motor Vehicle Operations - 130	\$357	\$505	\$148	\$357	\$505	\$148	\$433,220
Special Alcohol Programs - 132	\$0.00	\$0	\$0	\$0	\$0	\$0	\$6,000
Community Corrections - 144	\$308,508	\$0	-\$308,508	\$308,508	\$0	-\$308,508	\$227,961
KDOC Adult Services - 2000	\$44,433		-\$44,433	\$44,432.90		-\$44,433	\$529,565
KDOC Juvenile Services - 2001	\$32,406		-\$32,406	\$32,406.23		-\$32,406	\$356,757
KDOC Juv Reinvestment - 2002	\$5,050		-\$5,050	\$5,049.80		-\$5,050	\$61,595
BJA Grant - 2003	\$12,352		-\$12,352	\$12,351.61		-\$12,352	\$181,620
21st Jud Dist DC ADSAP - 2004	\$790		-\$790	\$790.40		-\$790	\$25,938
Kansas Fights Addiction - 2005	\$11,102		-\$11,102	\$11,101.52		-\$11,102	\$70,000
City Alcohol Funds - 2006	\$16		-\$16	\$15.70		-\$16	\$23,500
RL County Alcohol Funds - 2007	-\$239		\$239	-\$239.40		\$239	\$5,616
RL Salary Appropriations - 2008	\$0		\$0	\$0.00		\$0	\$187,636
Caroline Peine Grant - 2009	\$480		-\$480	\$480.00		-\$480	\$7,450
GMCF Grant - 2010	\$1,549		-\$1,549	\$1,549.00		-\$1,549	\$3,750
Daniel Keating Foundation - 2011	\$0		\$0	\$0.00		\$0	\$4,865
Capital Improvements Fund - 145	\$182,100	\$220,832	\$38,732	\$182,100.00	\$220,832	\$38,732	\$15,548,840

Attachment: January Financial reports 2025 (15410 : Year to date budget and expenditure reports)

2024 to 2025 Comparison

% of Year 8.3

DEPARTMENT	JANUARY		JANUARY	YEAR-TO-DATE THRU JANUARY		Y-T-D	2025
	2024	2025	DIFFERENCE	2024	2025	DIFFERENCE	BUDGET
Economic Development - 146	\$84,542	\$84,309	-\$233	\$84,542.15	\$84,309	-\$233	\$324,361
Emergency 911 - 148	\$169,336	\$178,988	\$9,651	\$169,336.33	\$178,988	\$9,651	\$996,497
Solid Waste -150	\$26,725	\$30,785	\$4,060	\$26,724.56	\$30,785	\$4,060	\$3,346,640
County Building - 152	\$6,436	\$2,577	-\$3,859	\$6,436.16	\$2,577	-\$3,859	\$433,000
Road & Bridge Capital Projects 1/2 - 157	\$0	\$0	\$0	\$0.00	\$0	\$0	\$5,745,678
Road & Bridge Capital Projects 0.2 - 188	\$0	\$0	\$0	\$0.00	\$0	\$0	\$6,160,333
RCPD Operations - 173	\$1,354,013	\$1,480,255	\$126,242	\$1,354,013.07	\$1,480,255	\$126,242	\$6,180,206
Landfill Closure - 180	\$0	\$0	\$0	\$0.00	\$0	\$0	\$52,622
Bond & Interest - 181	\$0	\$11,349	\$11,349	\$0.00	\$11,349	\$11,349	\$470,467
Riley Co Fire Dist #1 - 183	\$88,138	\$57,772	-\$30,366	\$88,137.95	\$57,772	-\$30,366	\$1,526,222
Riley Co Fire Dist Cap Ou - 184	\$0	\$85,000	\$85,000	\$0.00	\$85,000	\$85,000	\$660,334
Fire Station Projects - 185	\$6,846	\$0	-\$6,846	\$6,845.55	\$0	-\$6,846	\$500,672
University Park W&S - 230	\$185	\$48	-\$137	\$185.00	\$48	-\$137	\$195,476
Keats Capital Project - 236	\$0	\$15,800	\$15,800	\$0.00	\$15,800	\$15,800	\$2,597,306
Univ Park W/S Reserve - 284	\$0	\$0	\$0	\$0.00	\$0	\$0	\$186,493
Hunters Island Water - 238	\$0	\$1,407	\$1,407	\$0.00	\$1,407	\$1,407	\$45,363
Hunters Island Reserve -241	\$0	\$0	\$0	\$0.00	\$0	\$0	\$14,801
Carson Sewer Operations - 239	\$0	\$0	\$0	\$0.00	\$0	\$0	\$98,757
Carson Sewer Reserve -237	\$0	\$0	\$0	\$0.00	\$0	\$0	\$110,139
Deep Creek Sewer - 242	\$0	\$6	\$6	\$0.00	\$6	\$6	\$14,018
Deep Creek Reserve - 243	\$0	\$0	\$0	\$0.00	\$0	\$0	\$29,998
Moehlman Bottoms - 244	\$0	\$0	\$0	\$0.00	\$0	\$0	\$27,556
Moehlman Botoms Reserve - 245	\$0	\$0	\$0	\$0.00	\$0	\$0	\$18,631
Terra Hts Sewer 252	\$0	\$15	\$15	\$0.00	\$15	\$15	\$56,600
Terra Hts Sinking - 254	\$0	\$0	\$0	\$0.00	\$0	\$0	\$153,321
Konza Water Operations -256	\$0	\$61	\$61	\$0.00	\$61	\$61	\$121,350
Konza Water Reserve - 257	\$0	\$0	\$0	\$0.00	\$0	\$0	\$242,245
Valleywood Cap Reserve - 282	\$0	\$0	\$0	\$0.00	\$0	\$0	\$198,546
Valleywood Operations - 248	\$0	\$0	\$0	\$0.00	\$0	\$0	\$71,339
Mertz/McGehee Drainage - 322	\$0	\$0	\$0	\$0.00	\$0	\$0	\$6,183
Lakeside Heights Sewer - 285	\$12	\$1	-\$11	\$12.13	\$1	-\$11	\$2,377
Lakeside Heights Sewer Cap - 286	\$0	\$0	\$0	\$0.00	\$0	\$0	\$5,434
Total Including General Fund	\$5,495,343	\$5,655,899	\$146,441	\$5,495,343	\$5,655,899	\$146,441	\$104,556,702

Attachment: January Financial reports 2025 (15410 : Year to date budget and expenditure reports)

2025 YTD BUDGET ACTIVITY

% of Year 8.3

COUNTY GENERAL-GENERAL		BUDGET	JAN EXP.	FEB EXP.	MAR EXP.	1st QTR EXP.	2nd QTR EXP.	3rd QTR EXP.	4th QTR EXP.	TOTAL EXP.	AVAILABLE BUDGET	% USED
Personnel	1000	\$120,000	\$8			\$8	\$0	\$0	\$0	\$8	\$119,992	0.01%
Contractual	2000	\$1,586,030	\$19,030			\$19,030	\$0	\$0	\$0	\$19,030	\$1,567,000	1.20%
Commodities	3000	\$5,500	\$0			\$0	\$0	\$0	\$0	\$0	\$5,500	0.00%
Misc-Budget Stabilization		\$4,250,000	\$0			\$0	\$0	\$0	\$0	\$0	\$4,250,000	0.00%
Capital Outlay	4000	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Transfers Out	604	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!
Grand Total		\$5,961,530	\$19,039	\$0	\$0	\$19,039	\$0	\$0	\$0	\$19,039	\$5,942,491	0.32%
Other Expense Totals		Year-To- Date	Budget									
Indigent Attorney		\$122,277	\$520,000									
Incidentals:												
Postage		\$61										
Computer Software												
Mileage		\$177										
Copies		\$2,402										
Misc Fees		\$0										
Meals		\$0										
		\$2,641										
Base Panel fees		\$0										
Off Panel		\$119,636										

Attachment: January Financial reports 2025 (15410 : Year to date budget and expenditure reports)

2025 YTD BUDGET ACTIVITY

% of Year

[illegible]

Attachment: January Financial reports 2025 (15410 : Year to date budget and expenditure reports)

2025 YTD BUDGET ACTIVITY % of Year 8.3

	2021	2022	2023	2024	2025	Total
Dental	\$0	\$0	\$0	\$0	\$38,002	\$38,002
Physician	\$191,373	\$206,854	\$228,812	\$38,002	\$0	\$665,042
Laboratory	\$0	\$0	\$0	\$0	\$0	\$0
Hospital	\$0	\$0	\$0	\$0	\$0	\$0
Advertising/Legal	\$0	\$0	\$0	\$0	\$0	\$0
Prescriptions	\$0	\$0	\$0	\$0	\$15,163	\$15,163
Bldg Maintenance	\$71,043	\$60,486	\$109,933	\$15,163	\$0	\$256,625
Land Rental/Lease	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$0	\$0	\$975	\$975
Office Space Rental	\$10,500	\$10,500	\$10,800	\$975	\$0	\$32,775
Juvenile Transport	\$152	\$237	\$0	\$0	\$0	\$389
Water, Electric	\$444	\$352	\$169	\$0	\$0	\$965
Storm Drainage	\$0	\$0	\$0	\$0	\$0	\$0
Other Commodities/Contractual	\$91,239	\$21,447	\$0	\$0	\$1,426,114	\$1,538,800
Budget Appropriation	#####	\$4,597,175	\$5,000,016	\$1,426,114	\$0	\$15,415,051
Total	#####	\$4,897,050	\$5,349,730	\$1,480,255	\$1,480,255	\$17,963,787

Attachment: January Financial reports 2025 (15410 : Year to date budget and expenditure reports)

2025 YTD BUDGET ACTIVITY

% of Year 8.3

RCPD								
OFF-SITE INMATE MEDICAL EXPENSES PAID BY ADVANCED CORRECTIONAL HEALTHCARE								
INCLUDED IN 2025 \$31,000 POOL								
	JAN	FEB	MAR	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL EXPENSES
Dental	\$0			\$0	\$0	\$0	\$0	\$0
Physician	-\$526			-\$526	\$0	\$0	\$0	-\$526
Laboratory	\$0			\$0	\$0	\$0	\$0	\$0
Hospital	\$0			\$0	\$0	\$0	\$0	\$0
Prescriptions	\$0			\$0	\$0	\$0	\$0	\$0
Supplies	\$309			\$309	\$0	\$0	\$0	\$309
TOTAL	-\$216	\$0	\$0	-\$216	\$0	\$0	\$0	-\$216
Savings from Medicaid Rate				\$0	\$0	\$0	\$0	\$0
\$31,000 Pool Balance	\$31,216	\$31,216	\$31,216					\$31,216
Quarterly ADP: (Contract)								
County Inmate (72 base census)	121.4			121	0	0	0	
Non-County Inmate (0 base census)	0	0	0	0				
Billing Adjustments for prior years	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Attachment: January Financial reports 2025 (15410 : Year to date budget and expenditure reports)



**EMERGENCY
MANAGEMENT/FIRE**
Grant

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

COMMISSION AGENDA REPORT

FROM: Laurie Harrison, Emergency Management Asst Director

MEETING: February 10, 2025

SUBJECT: Contract for 2024 HMEP grant

PRESENTER: Laurie Harrison, Emergency Management Asst Director

BACKGROUND

In January 22, 2024 Riley County Board of County Commissioners approved a grant application for Riley County Emergency Management to submit for an HMEP (Hazardous Materials Emergency Preparedness) grant for a hazardous materials commodity flow study (CFS) for Hazard Mitigation Region I. Region I consists of Riley, Geary, Lyon, Pottawatomie, Wabaunsee, Chase, and Morris counties. This cfs will be used in the region I hazard mitigation plan.

DISCUSSION

In November of 2024, Riley County Emergency Management received notice of HMEP grant approval. The Riley County Counselor's office has reviewed the contract from the consulting firm and has attached the standard contract provisions. The consulting firm (Decision Innovation Consulting) has signed their contract and the county's contract provisions.

FISCAL IMPACT

The counties in Region I have agreed to be part of the 20% match. The match for Riley County will be \$14,022. This match will be an allowed in-kind using salaries from staff positions.

RECOMMENDATION(S)

Staff recommends signing the contracts with Decision Innovation Consulting.

POSSIBLE MOTION(S)

Move to approve signing the contract with Decision Innovation Consulting to conduct a hazardous materials commodity flow study for Region I.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- signed standard addendum (PDF)
- 250130 Riley County Emergency Management - DIS Contract and Exhibit A (Region 1 Hazardous Material Commodity Flow Study) (DIS Signed) (PDF)

Attachment “___” to “Consulting Services Agreement” Between Riley County (hereinafter “County”), and (Decision Innovation Consulting, LLC d/b/a Decision Innovation Solutions (hereinafter “Contractor”).

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

6. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
7. **ANTI-DISCRIMINATION CLAUSE.**
- 7.1. In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
 - 7.2. Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
 - 7.3. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - 7.4. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
 - 7.5. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
 - 7.6. Contractor shall include the provisions of paragraphs 6.1 through 6.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
 - 7.7. Parties to the contract understand that this paragraph number 6 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.
8. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
9. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency.

Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

10. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
11. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
12. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
13. **TERM AND TERMINATION.**
 - 13.1. **Term.** This Contractual Provisions Attachment shall be effective as of the Effective Date as outlined in the Agreement for Services and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
 - 13.2. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any. Prior to termination, Contractor shall be provided an opportunity to cure said default within a three (3) day period or longer in the event that Contractor commences to cure within said three (3) day period and diligently continues attempts to cure same.
 - 13.3. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.
 - 13.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon sixty (60) days written notice to Contractor, stating the effective date of the termination for convenience.

Payment Calculation Upon Termination. In the event of termination under the

Contract by either party First Due will provide a prorated refund of any prepaid services.

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

15. **PERSONNEL.**

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

16. **PROHIBITION OF CONFLICTS OF INTEREST.**

- 16.1. **Interest of Public Officials and Others.** No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.
- 16.2. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.

- 16.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
17. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
18. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.
19. **RECORDS, REPORTS AND INSPECTION.**
- 19.1. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
- 19.2. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
- 19.3. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.
- 19.4. **Audit.** Contractor shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.
- 19.5. **Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations,

excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

19.6. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

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

20. **METHOD OF BILLING AND PAYMENT.**

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

20.2. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 18, above.

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

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

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

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

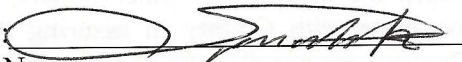
22. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.

23. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
24. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.
25. **LIABILITY INSURANCE.** Contractor agrees to maintain the minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for Proposal. Liability insurance coverage must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County named as an additional insured, which shall be delivered to the Office of the Riley County Counselor for approval. The additional insured is defended and indemnified for actions arising from Contractor's acts, actions omissions or neglects; but is not defended or indemnified for its own acts, actions, omissions, neglects or bare allegations. Such certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives notice of such change by registered mail.
26. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Vendor to perform the services hereunder, Vendor agrees to promptly replace that person with an individual approved by County.
27. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
28. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

- SIGNATURES CONTINUED ONTO NEXT PAGE -

Contractor

Decision Innovation Consulting, LLC

CountyBOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSASBy: 

Name:

By: _____

Greg McKinley, Chairman

Date

1/13/25

Date

ATTEST:

(seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____

Jacob A. Hansen
Deputy Riley County Counselor

Date: _____

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") dated as of the January 28, 2025 by and between Riley County Emergency Management, located 115 N. 4th St, Manhattan, KS 66502 ("Client"), and Decision Innovation Consulting, LLC dba Decision Innovation Solutions, an Iowa limited liability company located at 11107 Aurora Ave, Urbandale, IA 50322 ("DIS").

RECITALS:

- A. DIS provides consulting services related to conducting Commodity Flow Studies.
- B. Client desires to receive from DIS, and DIS agrees to provide to Client, certain consulting services as more fully described herein, all upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, and representations herein contained and other good and valuable consideration, the receipt and sufficiency of which re hereby acknowledge, the parties do hereby agree as follows:

1. **Statement of Purpose.** DIS agrees to provide, and Client agrees to receive, the consulting services described on the attached Exhibit(s) (the "Services").
2. **Delivery.** DIS will use commercially reasonable efforts to perform the Services, and provide the deliverables described in the relevant Exhibit (the "Deliverables"), in a timely fashion and in accordance with the performance milestones or schedule, if any, set forth on the attached Exhibit(s).
3. **Service Guidelines.** All Services will be performed in a high-quality, businesslike, professional and non-negligent manner by DIS employees and independent contractors engaged by DIS having a skill level in the area commensurate with the requirements of this Agreement. DIS shall require its staff at all times to observe Client's work-place rules, including, without limitation, those related to security and confidentiality. DIS reserves the right to determine the method, manner, and means by which the Services will be performed; provided that all Services shall be performed in such a fashion as to minimize any interruptions to Client's normal operating procedures. Except as expressly provided to the contrary on the attached Exhibit(s), DIS is not required to perform the Services during a fixed hourly or daily time, and if the Services are to be performed on Client's premises, the time spent on Client's premises is to be at the discretion of DIS, subject to Client's normal business hours and security requirements. Except as expressly provided to the contrary on the attached Exhibit(s), the order or sequence in which the Services are performed shall be under DIS's control. Notwithstanding anything contained in this Agreement that may appear to be to the contrary, DIS may not use subcontractors to perform the Services without the prior written consent of Client and, upon the provision of such consent, DIS shall continue to be responsible, as between DIS and Client, for the performance of any such approved subcontractors.
4. **Resource Usage by DIS.** Client agrees to provide DIS with all reasonable assistance requested by DIS to better enable it to render the Services in accordance with Section 1 of this Agreement. This includes granting DIS access to Client's existing data and information, and allowing DIS to communicate with and seek assistance from Client's employees. Except to the extent agreed upon by the parties, all materials used in providing the Services shall be furnished by DIS.
5. **Force Majeure.** Neither party will be responsible for delays caused by strikes, lockouts, riots, failure of third party carriers, epidemics, war, governmental regulations, fire, communication line failure, power failures, acts of God, or other causes beyond its control.

6. Work Product. Unless otherwise specifically agreed to in a writing signed by both parties, upon payment in full of the fees payable for the relevant Services and Deliverables, all final Deliverables shall be the property of Client. Notwithstanding the foregoing, DIS shall have the right to use any and all data and information not proprietary to Client as of the date hereof in providing consulting services to other clients of DIS or to compile or aggregate in report form for dissemination to the public.

7. Fees. In consideration of the Services to be performed by DIS, Client agrees to pay DIS the fees and charges specified in the attached Exhibit(s) in accordance with Section 10 unless otherwise modified in the attached Exhibit(s). Client acknowledges that there shall be additional fees and charges for any follow-on or additional work not described in the attached Exhibit(s).

8. Expenses. Client shall pay DIS its actual out-of-pocket expenses reasonably incurred in the performance of the Services that Client has preapproved upon provision by DIS of such receipts, ledgers, and other records as may be reasonably necessary for Client or its accountants to verify the amount and nature of any such expenses.

9. Taxes. Any and all taxes, except income taxes based upon DIS's income, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, shall be paid by Client.

10. Payment. Client will receive a detailed monthly invoice for services provided and expenses incurred. In addition, Client will receive a weekly activity summary report indicating hours billed by DIS consultants and descriptions of activities performed. Payment of all fees, expenses, and applicable taxes owed to DIS shall be due upon receipt of DIS's invoice. Any invoices not paid within thirty (30) days of the receipt of DIS's invoice will be subject to a service charge of one and one half percent (1.5%) per month, or the highest amount allowed by law, whichever is less.

11. Confidentiality.

(a) Confidentiality Obligations. During the term of this Agreement, and for a period of two (2) years following its termination, each party agrees not to use Confidential Information disclosed to it for any purpose except to carry out its rights and obligations under this Agreement. Neither party will disclose Confidential Information disclosed to it to third parties or to its employees, except employees or agents who are required to have the information in order to carry out such party's obligations under this Agreement. Each party agrees that it shall safeguard and protect the other party's Confidential Information and apply at least the same measures that it applies to protect and safeguard its own confidential information, but in no event using less than a reasonable degree of care.

(b) Confidential Information. "Confidential Information" means any information disclosed by either party hereto to the other party, either directly or indirectly via a party's designated agent, and whether in writing, orally or by inspection of tangible objects, that is designated as "Confidential," "Proprietary" or some similar designation or, given the nature of the information and the context in which it is disclosed, would be reasonably considered to be Confidential Information by the recipient. Information communicated orally shall be considered Confidential Information if such information is designated as being confidential or proprietary at the time of disclosure and is reduced to written summary which summary is delivered to the recipient within seven (7) days after the initial disclosure. Confidential Information shall not, however, include any information which (i) was available in the public domain prior to the time of disclosure by the disclosing party; (ii) available in the public domain after disclosure by the disclosing party to the receiving party without the receiving party breaching any duty of confidentiality hereunder; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of

confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and the disclosing party, at its expense, is provided a reasonable opportunity to obtain a governmental order protecting or limiting the information from public disclosure.

(c) **Equitable Relief.** Each party acknowledges that any violation of the provisions of this Section by either party may cause the other party immediate and irreparable damage for which the non-breaching party cannot be adequately compensated by monetary damages. Therefore, in the event of any such breach, the non-breaching party shall be entitled to seek preliminary or other injunctive relief, an order for specific performance, and any other equitable relief that a court may determine to be appropriate, and the non-breaching party shall not be required to post a bond or any other form of surety upon obtaining such equitable relief. The parties agree that such equitable relief will be in addition to any damages or other remedies provided by law and otherwise available to the non-breaching party by reason of the other party's breach.]

12. Staff. DIS is an independent contractor, and neither DIS nor its staff is or shall be deemed to be employees of Client. DIS shall not be required to devote the full time of its staff to the performance of the Services, and Client acknowledges that DIS has other clients, and it offers similar services to the general public.

13. Non-Hiring of Staff. For the term of this Agreement and for twelve (12) months after termination, Client and DIS agree that they shall not, directly or indirectly, solicit, divert or hire away, or attempt to solicit, divert or hire away, any employee or independent contractor of the other without prior written consent. In the event written consent is given, a 30% fee of the hired employee's first year annual salary will be charged to the hiring party and paid to the non-hiring party, unless said fee is waived in writing by the non-hiring party.

14. Authorized Representatives. Each party shall designate a person who has the authority to administer that party's performance under each Exhibit, including without limitation, executing written modifications of the relevant Exhibit and to settle any disputes that arise between the parties with respect thereto (the "Authorized Representative"). Client may change its Authorized Representatives from time to time by notice of such change given by the appropriate Authorized Representative, or a president or vice-president of Client to DIS. DIS shall have the right to reassign and remove its Authorized Representatives from the performance of the Services as it may determine is necessary in the exercise of its reasonable business judgment, so long as no such change in personnel results in additional expense to Client or delay in the delivery of, or degradation of the level of, any Services or Deliverables. Client shall have the right to request the removal of any DIS personnel providing services, which request shall not be unreasonably denied by DIS. Further, Client shall have the right to approve any replacement Authorized Representative of the DIS in its sole discretion.

15. Client Review. Upon written notification by DIS to Client that Services have been completed and Deliverables provided, Client will have five (5) business days from the date of such notification to confirm that the Services were properly completed and that all Deliverables were delivered in accordance with the terms of the applicable Exhibit(s). Client will notify DIS if such Services or Deliverables were not completed in accordance with the terms of the Exhibit; Client's notice shall include a complete, detailed listing of all defects or nonconformities in the Services or Deliverables. If Client fails to give such notice within said five (5) business day period, the Services and Deliverables shall be deemed accepted. If Client gives proper notice of noncompliance within said period, DIS shall have an additional period of thirty (30) days in which to correct the defects set forth in Client's notice of noncompliance and to resubmit the Services or Deliverables for approval. Both parties agree that additional acceptance

provisions may be defined in the applicable Exhibit(s), and these provisions will supercede the provisions outlined in this Agreement. In the event the Services or Deliverables fail to perform in accordance with the terms of the applicable Exhibit(s) a second time, Client shall have the right to terminate this Agreement and receive a refund of all funds paid to DIS hereunder with respect to all nonconforming Services or Deliverables.

16. Term. The term of this Agreement will commence as of the date first set forth below and can be canceled or terminated by either party with thirty (30) days written notice (the "Termination Period") for any reason prior to completion of the Services. In the event of termination, Client will pay all monies due to DIS for Services actually performed.

17. Patent and Copyright Indemnification. DIS will indemnify, defend and otherwise hold Client harmless, at its expense, against any action brought against Client to the extent that it is based on a claim that the Services or Deliverables infringe any patent, trademark, service mark, trade name, copyright, license, trade secret, invention, discovery, proprietary or confidential information, nondisclosure or other intellectual property agreement or right of any third party, provided that Client notifies DIS promptly in writing of the claim and allows DIS to participate fully in the defense and/or agree to any settlement of such claim. DIS shall not be liable for any costs or expenses incurred without DIS's written authorization, such authorization not to be unreasonably withheld. If any such Services or Deliverables become, or, in DIS's opinion, are likely to become, the subject of such claim of infringement, DIS may, at its option and expense, either procure rights for Client to continue using the Services or Deliverables or replace or modify the Services or Deliverables such that they are non-infringing and perform substantially similar functions as the original Services or Deliverables. THIS SECTION STATES THE ENTIRE LIABILITY OF DIS FOR INFRINGEMENT BY ANY SERVICES OR WORK PRODUCTS PROVIDED TO THE CLIENT.

18. Warranties. DIS represents and warrants to Client, both as of the date of this Agreement and at all times thereafter, as follows: (i) this Agreement has been duly authorized, executed and delivered by DIS, and constitutes the legal, valid and binding obligation of DIS, enforceable in accordance with its terms; (ii) there is no litigation, action, claim, proceeding or governmental investigation pending or threatened against DIS that may have an adverse effect upon (A) DIS, (B) any Deliverables, or (C) DIS's ability to perform the Services under this Agreement; nor is there any basis known by DIS for any such litigation, action, claim, proceeding or governmental investigation; (iii) the execution, delivery and performance of this Agreement do not and will not conflict with, breach or otherwise violate the provisions of any note, indenture, mortgage, license, lease or other agreement (whether written or oral), document or instrument whatsoever to which DIS is a party or by which DIS is bound, or result in the creation of any license, charge, restriction, claim, demand or encumbrance upon any of the Deliverables (without limiting the generality of the foregoing, DIS is not a party to or otherwise bound by or subject to any agreement, document or instrument, or any other understanding, whether written or oral and however characterized, that in any way prohibits, limits or restricts DIS from performing or providing any Services or from utilizing any information that DIS now or may hereafter have access to or be aware or have knowledge of for the full and exclusive use and benefit of Client); (iv) DIS shall provide and disclose all of the Deliverables to Client free and clear of all liens, restrictions on transferability, reservations, security interests, financing statements, licenses, sublicenses, charges, contracts of sale, and any and all other agreements, encumbrances, claims, demands and restrictions whatsoever; (v) to the knowledge of DIS, none of the Deliverables will, in whole or in part, violate, infringe upon, breach, conflict with or otherwise constitute the unlawful, improper or wrongful use of any patent, trademark, service mark, trade name, copyright, license, trade secret, invention, discovery, proprietary or confidential information, nondisclosure or other intellectual property agreement or right or any other right, title or interest whatsoever of any third party; (vi) no patent, copyright or any other applications, registrations or other filings have ever been made with any federal, state or local governmental or regulatory authority by DIS or any third party with respect to any of the Deliverables, and DIS has not disclosed or otherwise provided any of the Deliverables to any

third person at any time prior to the date of this Agreement; and (vii) all Services shall be provided in such a fashion as to comply with all applicable laws, rules and regulations. EXCEPT AS SPECIFICALLY SET FORTH IN WRITING IN THIS AGREEMENT, DIS MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. Modifications. Client agrees that DIS is relieved of all responsibility under the foregoing warranties in the event Client, or Client's representatives, modify any Services or Deliverables furnished after performance or delivery, as the case may be, by DIS in a manner that adversely affects the performance of the Services or Deliverables provided by DIS.

20. Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DIS IS NOT LIABLE, TO ANY EXTENT WHATSOEVER, FOR THE SELECTION, MERCHANTABILITY, SUITABILITY, FITNESS, OR PERFORMANCE OF THE SERVICES OR THE WORK PRODUCTS THEREOF. IN NO EVENT WILL DIS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, EVEN IF DIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THE MAXIMUM AMOUNT OF LIABILITY OF DIS SHALL NOT EXCEED ALL AMOUNTS CLIENT ACTUALLY PAYS TO DIS IN THE 12 MONTHS PRECEDING THE ACTION GIVING RISE TO A CLAIM. ANY CAUSE OF ACTION RELATED TO THIS AGREEMENT MAY NOT BE BROUGHT MORE THAN 12 MONTHS AFTER THE NON-BREACHING PARTY BECAME AWARE OF THE ACTIONABLE BEHAVIOR GIVING RISE TO THE CAUSE OF ACTION.

21. Notices. All notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand (against receipt) or three (3) days after posting, if sent by registered mail, receipt requested, to the party at the address set forth above, or to such other address as the party to receive notice so designates by written notice to the other.

22. Amendments. The Agreement and any present and future supplements, agreements, and amendments may only be changed in writing, executed on behalf of each party.

23. Severability. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, and/or ordinance or rule, and the remaining provisions shall remain in full force and effect.

24. No Implied Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

25. Publicity. DIS may use Client's name in a press release or other promotional, marketing, public announcements or related materials.

26. Governing Law and Jurisdiction. This Agreement will be deemed to have been made in the state of Iowa and will be governed by Iowa law, irrespective of any conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement (excluding claims for injunctive relief) shall be litigated in the state or federal courts located in Polk County, Iowa, and the parties hereby consent to the jurisdiction of such courts.

27. Complete Agreement. This Agreement and the exhibits and attachments hereto and signed

by the parties constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

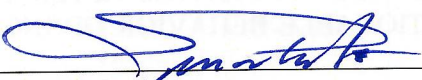
28. Assignment. This Agreement may not be assigned by either party, in whole or in part, and whether voluntarily, involuntarily, by act or operation of law or otherwise, without the prior written consent of the non-assigning party, which consent may be withheld in the non-assigning party's sole discretion, and any unapproved assignment shall be null and void.

29. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY UNCONDITIONALLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY LAWSUIT, ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND, DISPUTE OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT.

This Agreement, including its terms and conditions, is the complete and entire understanding of the parties unless otherwise stated hereon.

Decision Innovation Consulting, LLC

CLIENT:
Riley County Emergency Management

By: 
Name: Spencer N. Parkinson
Title: President, CEO and Founding Member

By: _____
Name: _____
Title: _____

Exhibit A, Region 1 Hazardous Material Commodity Flow Study

Description of Services

Company Name: Riley County Emergency Management

Phone: 785.537.6333

Date: January 28, 2025

Contact Name: Laurie Harrison

Email: jayr@nefb.org

Background

In 2012 Riley County Emergency Management Agency, in cooperation with six other counties (Geary, Marshall, Morris, Pottawatomie, Wabaunsee, and Washington), conducted a hazardous material commodity flow study (HMCFS). Since then, the Kansas Department of Emergency Management (KDEM) has realigned the hazard mitigation regions. The seven counties of Chase, Geary, Lyon, Morris, Pottawatomie, Riley, and Wabaunsee now make up Hazard Mitigation Region I (HMRI). The current HMRI plan will expire in 2025. Any businesses involved in the commercial use of hazmat within Chase and Lyon counties were not covered in the 2012 study but will be included in this update (see *Figure 1* for a visual depiction of the study area).

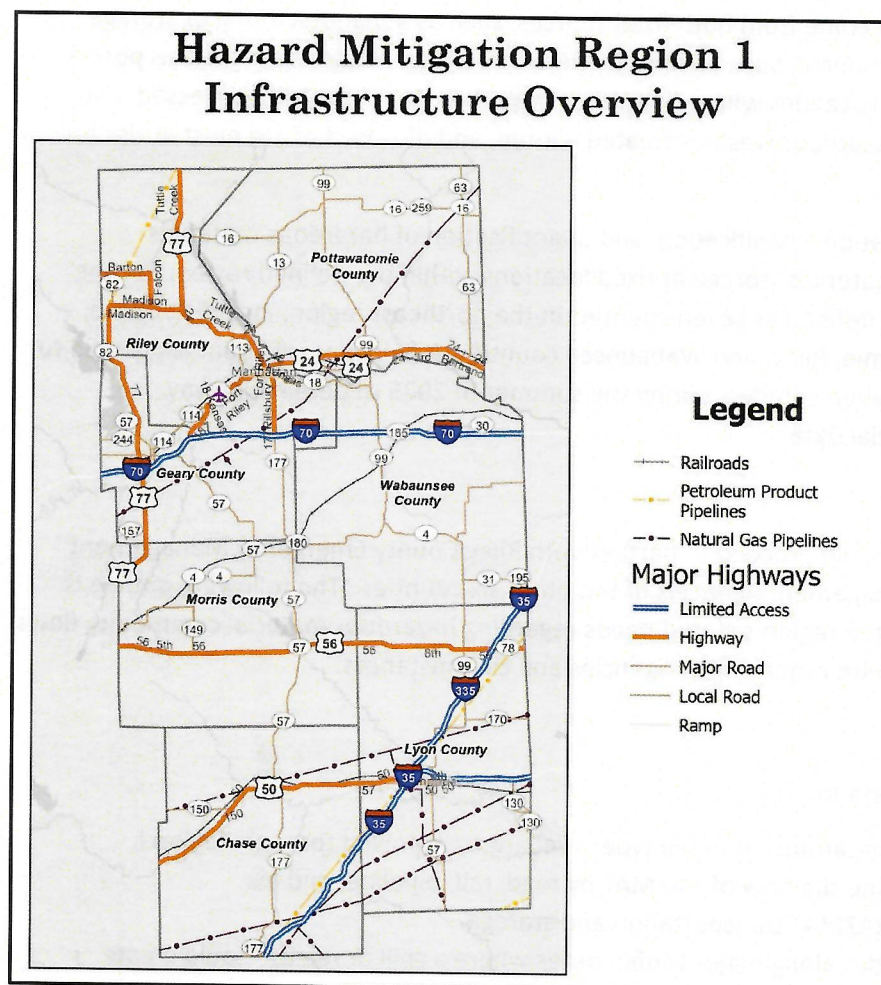


Figure 1, Hazard Mitigation Region 1 Infrastructure Overview

An HMCFS provides a strong foundation for mitigation and response planning for hazardous materials scenarios. The information presented in this study will be obtained from review of existing data and first-hand observation of hazardous materials (HAZMAT) transportation activities in the form of a placard survey. Conclusions and observations that will be offered in this study are based upon assessment of available data. This study will provide additional detail and data to specifically support future hazard planning, training, response, and mitigation efforts targeting hazardous materials transportation.

The study document will be primarily a summary of the field work and data collection that occurs on a seven-county regional basis. Each of the counties in the study will be researched individually and an abridged version of the study will be provided for each county. Its content will stand alone as a representation of the information produced from the data. The more complete benefit will be derived from using the study in conjunction with the database which will be provided as part of the deliverables. The database will allow for sorting, selecting, parsing, and limited queries of the data. This will enable the potential to consider various scenarios or answer “what if” type questions on both a regional and individual county basis.

Hazardous materials and wastes are a concern for HMRI, because a sudden accidental or intentional release of such materials can be dangerous to human health, nearby property, and the quality of the environment. Such releases may come from both fixed sources, such as a manufacturing or storage facility, or from a transportation source, such as semi-trucks or pipelines. Hazardous materials pose a threat to communities in HMRI. Localities where hazardous materials are fabricated, processed, and stored as well as those where hazardous waste is treated, stored, and disposed of are most at risk for hazardous materials incidents.

The study will focus on identification, classification, and quantification of hazardous materials transportation and hazardous materials storage at fixed locations within the defined region. Per the scope of work, the study area is defined as seven counties in the northeast region, including Chase, Geary, Lyon, Morris, Pottawatomie, Riley, and Wabaunsee counties. A field placard count is planned to be undertaken for each of the seven counties during the summer of 2025 to obtain highway transportation hazardous material data.

Methodology

Below is an outline of how we would proceed to partner with Riley County Emergency Management Agency and the Emergency Management Agencies of the other six counties. The following outline is based on our understanding of the region’s stated needs regarding hazardous material commodity flows and our experience in working with other similar agencies and circumstances.

Project Goals

The stated goals of the project are to:

1. Identify chemicals and hazardous material types that are transported through Region I.
2. Analyze data to determine the flow of HAZMAT by road, rail, pipeline, and air.
3. Identify new trends in HAZMAT transportation and storage.
4. Identify areas and facilities along major traffic routes where a spill or release could create significant risk to the population.

5. Identify potential issues arising from community changes that could elevate risk along transportation routes.
6. Likelihood of a spill event based on experience and worst-case scenarios.
7. Determine potential increase in hazardous materials transportation.

Overall Study Design

Prior to the start of the Project, representatives of the seven participating counties should meet to discuss the project participation requirements, objectives and goals. During these meetings, the Regional Project Coordinator will be asked to provide information on the project itself and the recommendations provided by the Kansas Division of Emergency Management (KDEM). It would be advisable for a Project Team to be organized that includes representatives from each of the county emergency management agencies covered by the HMFCS, the contractor, and other officials as deemed necessary to successfully conduct the HMFCS.

The regional HMFCS, and more particularly, its data collection strategy will follow the guidelines published by the National Academies of Sciences, Engineering, and Medicine called the "Guidebook for Conducting Local Hazardous Materials Commodity Flow Studies" and can be found at <https://doi.org/10.17226/14559>.

With input and guidance from the Kansas Division of Emergency Management (KDEM) the guidebook will be used to (1) explain data collection methodologies to obtain hazardous materials commodity flow data at the local level (from public and private sources); (2) describe methods that can be used by local and regional planners to identify and estimate hazardous materials flows in their jurisdictions; and (3) describe promising practices and suggestions to help local jurisdictions successfully plan for, conduct, and implement a hazardous materials commodity flow survey. Appendix E of the guidebook provides a detailed description of HMFCS sampling and scheduling.

NOTE: *In our prior and current work conducting agricultural commodity flow studies, timing for the visual/field survey matters. For instance, in 2012 the visual/field survey was conducted during the summer months. In our experience, agricultural hazardous materials in Kansas such as anhydrous ammonia are not usually transported during the summer months but in the spring months prior to planting. It is likely that the HAZMAT commodity flow study done in 2012 did not fully capture the movement of agricultural HAZMAT and therefore understated the volumes that would need to be planned for in the event of an agricultural HAZMAT spill in Region I.*

We expect timing also matters for other hazardous materials moving in or through Kansas and will take care to ensure a proper representation of movement of these materials is achieved, thereby enhancing the robustness and relevance of the effort's results.

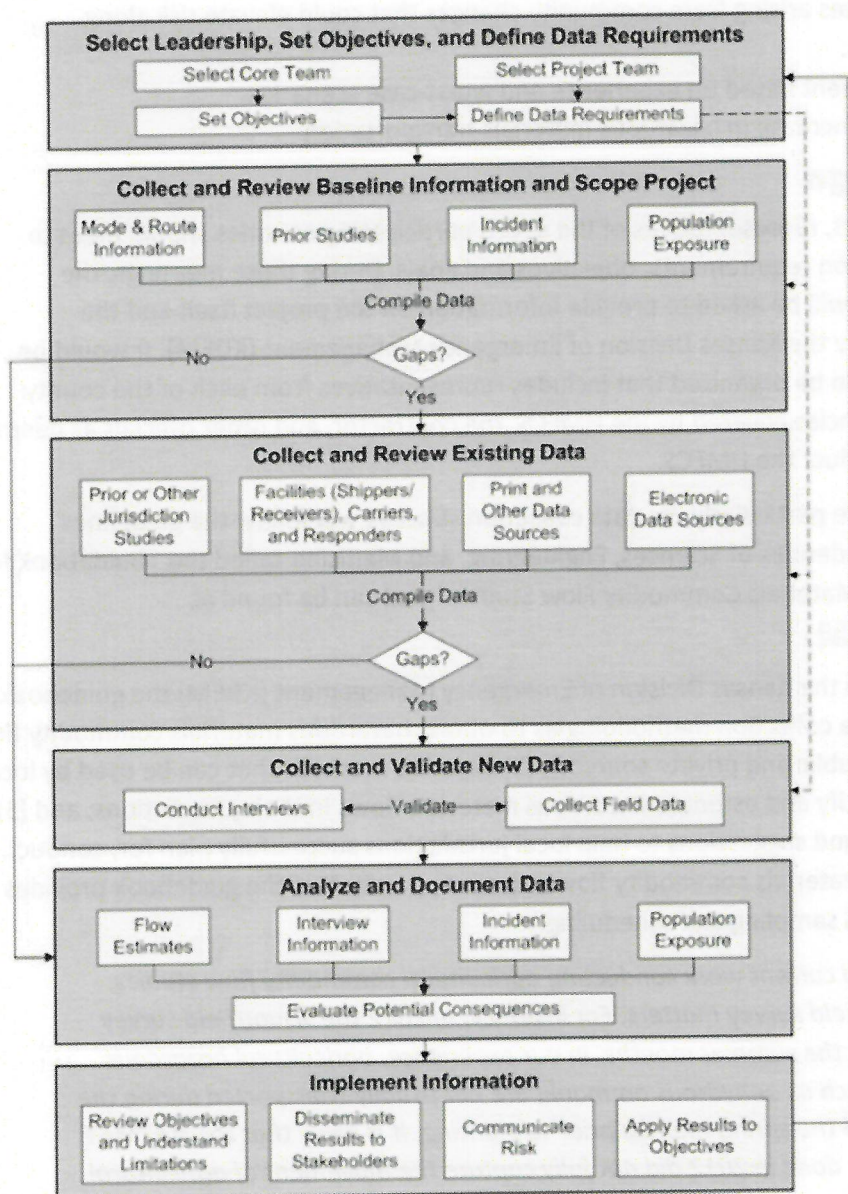


Figure 2. CFS Process from the Guidance for Conducting Hazardous Materials Flow Studies

Data Targets

The project team will be asked to review “baseline” information about hazmat transport in the area to identify data needs and guide further data collection efforts. Information review focuses on current “in-house” knowledge about hazmat transport and includes (but is not limited to) the following:

- Modes by which hazmat is transported and the relevant transportation network for each mode;
- Prior HMCFS developed for the jurisdiction or jurisdictions on connecting corridors;
- Information about fixed facilities, shippers, receivers, and carriers that produce, store, use, or transport hazardous materials;
- Information about population centers, critical infrastructures, and future developments relative to hazmat transport corridors; and

- Information from local and state agencies about the transportation network, commodity movements, traffic levels, incidents, etc.

Based on this review, the project team assesses their current state of knowledge about hazmat transport and identifies any information gaps. The preliminary inventory of hazmat flows resulting from the baseline review allows the project team to scope additional efforts for collection of data from all relevant external existing and new data sources, and focus on routes where:

- There is reason to believe risks are high,
- Knowledge is limited or undocumented,
- Potential exposures are extreme, or
- Some combination of these elements is present.

After reviewing the baseline information and scoping the data collection effort, the project team will collect and review relevant existing data from all applicable sources. This effort may be conducted concurrently with collection of new HMCFS data. Existing data are comprised of information that was previously collected and assembled. Review of existing data includes a more in-depth evaluation of information covered in the baseline assessment. These data include (but are not limited to) other existing electronic databases and reports about:

- Transportation networks;
- Commodity movements;
- System performance (traffic levels);
- Population, environmentally sensitive areas, and critical facility locations;
- Historical incident and accident occurrences and locations; and
- Contact information.

During and after collecting existing data, the project team will compile and review the data to confirm whether any new data collection efforts are needed and appropriately focused due to gaps in the existing data. The project team may collect new data specifically for the HMCFS. These data have a disadvantage in that they require more effort and resources to collect than most existing data sources, but new data are directly applicable and require less manipulation.

Specific data targeted for collection in the HMCFS includes:

- Traffic corridors used for material transport
- Primary origins and destination locations
- Primary hazard classes being transported
- Data on actual materials being transported
- Truck flow data (number of hazardous material trucks, types of trucks used for hazardous material transport)
- Container types used for hazardous materials transport
- Identification of peak transportation times, days, and seasonal variations

Hazardous Materials Classification

The primary mechanism used to define, organize, and classify hazardous materials is the International Hazard Classification System. This system is composed of nine numbered major hazard classes which represent general categories of chemicals. Some classes are further segmented into divisions to provide a more detailed description of the hazard. Class or division numbers are displayed in the bottom of placards or in the hazardous materials description on shipping papers. A hazardous material is indicated

either by its class (or division) number, its class name, or by the letters "ORM-D" (Other Regulated Materials - Domestic).

Appendix 3 Hazard Classes in the Guidebook for Conducting Local Hazardous Materials Commodity Flow Studies¹ identifies the 9 classes of hazardous materials covered by the Guidelines. These are:

- Class 1: Explosives
- Class 2: Gas
- Class 3: Flammable Liquids
- Class 4: Other Flammable Substances
- Class 5: Oxidizing Substances & Organic Peroxides
- Class 6: Toxic (Poisonous & Infectious Substances)
- Class 7: Radioactive Materials
- Class 8: Corrosives
- Class 9: Miscellaneous Dangerous Goods

Hazardous Materials Identification

An international numbering system for the identification of transported hazardous substances is maintained by the United Nations. UN Numbers are assigned to hazardous substances by a committee of the United Nations: The Economic and Social Council (ECOSOC) Committee of Experts (COE) on the Transport of Dangerous Goods. This committee generates and distributes a publication entitled, "Recommendations on the Transport of Dangerous Goods" (also called "the Orange Book"). UN Numbers are listed as part of this publication.

The recommendations are reviewed, amended, and updated on a biennial basis by the UN COE and distributed to nations throughout the world. These recommendations serve as the basis for national, regional, and international transport regulations such as those prepared by the International Maritime Organization (IMO) and the International Civil Aviation Organization (ICAO). The UN recommendations are also used as a basis for the development of regional (e.g., NAFTA and European Road and Rail regulations) and national transport regulations, including the U.S. Hazardous Materials Regulations.

Basic Steps

Data for commodity flow studies can be collected utilizing various individual methods or a combination of methods. Each process has its individual strengths and weaknesses related to data acquisition, degree of detail, and time, labor, and financial requirements. The following processes are the some of the most often used methods to collect HMCFS data:

- Review and Analysis of Existing Data
- Placard Survey
- Fixed Facility Survey
- Weigh Station Survey

Hazardous Materials Commodity Flow Study Definition

A critical step in any HMCFS is the actual design of the study itself. Commodity flow studies should have a scope of work and method customized to meet the particular goals and objectives of a region or

¹ Guidebook for Conducting Local Hazardous Materials Commodity Flow Studies;
<https://www.trb.org/Publications/Blurbs/165775.aspx>

jurisdiction. Resource requirements to complete an HMCFS are dependent on the level of detail necessary to achieve the project goal. In many cases, sufficient information to support planning efforts can be obtained by focusing on basic characteristics and setting limits on details and data recorded in field surveys and baseline research. DIS would consult with the project team to fully define and refine the key elements of the HMCFS. The likely primary considerations in designing an HMCFS for HMRI are:

- Data Sources & Data Collection Methods
- Setting up and Conducting the Placard Study Component of the Project
- Establishing Survey Sites
- Establishing the Study Duration and Schedule

The methodology to identify target sites for the placard survey process would begin with a review of the major roadways in each county and the region (see [Figure 1](#)). This review would be used to identify intersections of major transportation roadways and locations which allow traffic to enter or exit each county. These sites would be provided to KDOT, who in turn, would be asked to provide a listing of the traffic count surveys that are available. Those locations would be confirmed and a database of traffic flow would be provided by KDOT.

A review of the KDOT traffic data would be performed to assess when the majority of commercial truck traffic occurs. Past experience has indicated that this is likely during the work week, Monday through Friday. Determination of the peak traffic window is a vital component of the data review process so that maximum efficiency with respect to data acquisition in the placard survey can be achieved. Prior and similar reports ([such as this one in south central Kansas](#)) indicate that the peak truck traffic is likely to fall within the window of 7 am to 5 pm during the work week. In addition, consideration of the rural nature of the study area may necessitate some data collection during the spring and fall “fertilizer-application” seasons to properly assess the movement of fertilizers and farm chemicals.

Transportation Infrastructure Overview

Five primary categories of transportation are typically assessed in an HMCFS, including highway, railroad, air, water, and pipeline.

Highway

There are three interstate highways that run through parts of the study area: Interstate 70 is an east/west oriented roadway that traverses Geary County, a portion of Riley County, and Wabaunsee County. Interstate 335 is a portion of the Kansas Turnpike which trends south-southwest to north-northeast through Lyon County and a portion of Wabaunsee County. Interstate 35 also transverses part of the region. Running from Kansas City it intersects with Interstate 335 at Emporia, entering Lyon County from the East and then trending southwest through Lyon County and a portion of Chase County.

There are also 5 Federal (U.S.) highways in the region: U.S. 24, U.S. 40, U.S. 50, U.S. 56, and U.S. 77 and numerous state highways in the region. (See [Figure 1](#).)

Rail

According to the 2022 Kansas rail map, there are five rail lines operating lines in the region ([Figure 1](#).)

Air

There are airports in most of the counties within the region, but according to the 2022 BTS T-100 data, the only airport in the seven-county region that handles air freight is the one at Manhattan (MHK). Airports near the region that handle freight that could travel to or from origins or destinations within the region are the airports in Wichita (ICT) and Kansas City (MCI).

Water

There are several rivers of size in the seven-county region as well as numerous lakes and reservoirs. There are no navigable rivers in the seven-county region and the closest navigable river in or adjacent to the State of Kansas is the Missouri River.

Pipeline

The U.S. Department of Transportation's Office of Pipeline Safety has developed the National Pipeline Mapping System (NPMS) to provide information about gas and liquid transmission operators and their pipelines. The NPMS web site is searchable by zip code or by county and state and can display a printable county map. The site also provides the public a resource with which to obtain a list of operators and their contact information by county or state. The pipeline systems span the counties within the region generally beneath major highways, railroad lines, over rivers and through environmentally sensitive wildlife and groundwater areas. These pipelines carry natural gas, refined oil products, liquefied petroleum gas/natural gas liquids (LPG/NGL), and other highly volatile liquids. In general, natural gas and refined product lines run northeast - southwest in each of the seven counties with local spurs emanating in all directions. (See [Figure 1](#) for a map of the trunk-line pipelines in the region.)

The Pipeline Information Management Mapping Application (PIMMA) is intended to be used solely by the person who is given access by PHMSA. Access to PIMMA is limited to federal, state, and local government officials as well as pipeline operators. PIMMA access cannot be given to any person who is not a direct official/employee of a government agency or a pipeline operator. All applications will be processed by PHMSA personnel, who will respond as soon as possible. The general public and private companies may not access PIMMA; however, the public and private companies can utilize the [NPMS Public Map Viewer](#) instead. DIS would work with Kansas officials to obtain the appropriate and necessary information needed to assess the transport of hazardous materials via pipeline.

Elevated Risk Locations

Locations or situations that may pose elevated risk and vulnerability to people, property, and the environment will be identified and described for each transportation mode in its respective section of this study. Locations or situations will be determined based upon a global assessment of the transportation infrastructure, worst case scenario impact, and potential for generating cascading hazards. Assessments will be made, as relevant, for highways, rail lines, air, water, and pipelines.

Hazardous Materials Transportation Assessment

This section of the study will address the analysis of each mode of transportation, described earlier in the proposal, using data and observations as described above. The assessments will be organized into subsections representative of each of the five modes of hazardous materials transportation.

For all categories, access by the project team and/or designated county officials to a Commodity Flow database (which will be either updated from 2012 or replaced with a more current database) will provide a unique capability to sort and filter the entire data set for the placard survey, Tier II chemicals, and the railroad data. The access will be made through a tool designed for this purpose and controlled through the use of an authorized username and password. If corresponding data exists from research and surveys, each applicable subsection will be structured into four segments to present that data, as follows:

- Hazardous Materials Classification
- Hazardous Materials Identification
- Observations and Trends
- Elevated Risk Locations

Fixed Facility Chemicals

The owner/operators of fixed facilities that are sources, purchasers, and/or producers of Tier II Top five most hazardous materials (by chemical risk rating) in the seven-county region, chemical identity, and facility location will be identified. Data will be derived from Tier II and UST-AST reporting forms entered into the Hazardous Chemical Risk Rating Tool (HzChRT) used by each of the counties in the region for Hazard Analysis.² If additional secondary work is needed to identify fixed facility chemical locations, DIS has the ability to search by NAICS codes through our subscription to [DataAxle Genie](#).

Reference Documents

A list of reference documents used to create the database and to conduct the HMCFS will be included with the report.

Deliverables

As a result of our work surrounding the methodology described in this document, you can expect the following from Decision Innovation Solutions:

- As the contractor for this project, DIS will collaborate with HMRI project team to collect data, secure the authenticity of the data, analyze the data, attend a reasonable number of public meetings, formulate an HMCFS that meets the Code of Federal Regulation's (CFR), laws, regulations and other directives as put into place from the Kansas Commission on Emergency Planning and Response (CEPR)
- A complete report of the project with an executive summary which will include at least the following:
 - Identification of hazardous materials transportation flow patterns within HMRI
 - Identify fixed facilities that handle, store, and transport hazardous materials

² Submission of Tier II form is required under Section 312 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA). The purpose of this form is to provide state, tribal, and local officials, and the public with specific information on potential hazards. This includes the locations, as well as the amount, of hazardous chemicals present at facilities during the previous calendar year.

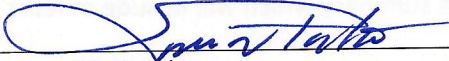
- Perform a general assessment of issues regarding hazardous materials transport and perform an analysis of the data and assess vulnerabilities.
- This report will also address compliance with requirements and recommendations stated in the Emergency Planning Community Right to Know Act (EPCRA) of the Superfund Amendment and Reauthorization Act (SARA) Title III, as well as the Hazardous Materials Emergency Planning Guide (NRT-1).
- Completion of any selected optional components.
- As we work through the analysis, we will keep HMRI aware of options that exist for utilizing summarized data.
- We will arrange for a web conference to go over results and finalize plans for completing the project. This will be handled within our Microsoft Teams environment.
- Continuous communication to ensure expectations are aligned.
- Continued support as necessary upon completion of the project.

Timeline/Investment

Hazardous Material Commodity Flow Study	Timeline (Est. Completion)	Investment
Transportation Infrastructure Overview	24 weeks from agreement	\$ 13,050
Hazardous Materials Transportation Assessment	24 weeks from agreement	\$ 13,950
Fixed Facility Chemicals	24 weeks from agreement	\$ 8,100
Hazardous Materials Commodity Flow Study	36 weeks from agreement	\$ 85,500
Report Preparation	36 weeks from agreement	\$ 9,225
Database Development and Preparation	39 weeks from agreement	\$ 17,775
Total Investment (Core Analysis)		\$ 147,600

Date of delivery/completion of Services: **9/30/2025**
 DIS will complete the project for a total of: **\$147,600**
 First 1/3 (\$49,200) of above amount due by: **1/31/2025**
 Second 1/3 (\$49,200) of remaining amount due: **5/31/2025**
 Final 1/3 (\$49,200) of remaining amount due: **Upon Completion**

Decision Innovation Consulting, LLC

By: 
 Name: Spencer N. Parkinson
 Title: President, CEO and Founding Member

Date Received: 1/30/25

Riley County Emergency Management

By: _____
 Name: _____
 Title: _____



PUBLIC WORKS
Travel Request

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

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II.

MEETING: February 10, 2025

SUBJECT: Out-of-State Travel Request

PRESENTER: Evan McMillan, Assistant Director of PW/County Eng

BACKGROUND

This year's annual National Association of County Engineers (NACE) conference will be held in Schaumburg, Illinois on April 14th-17th, 2025. This conference provides great opportunity for networking with other County Engineers, learning new and upcoming information regarding funding programs, best practices for transportation, and new innovations in materials and design. These conferences are a cost-effective option for obtaining the CEU's required for PE licensure.

DISCUSSION

As an executive officer of the Kansas County Highway Association (KCHA), up to \$1,500.00 of the conference dues will be reimbursed through KCHA for attendance. NACE is very involved in the KCHA organization, and participation in this conference would benefit both the County and KCHA, along with other organizations such as MINK.

FISCAL IMPACT

Any remaining cost of attendance for the conference will be paid for by the Public Works budget.

POSSIBLE MOTION(S)

Move to approve the Out-of-State travel request for the 2025 NACE conference.

Move to deny the Out-of-State travel request for the 2025 NACE conference.

The Board agreed by consensus to

Enclosures:

- RC Out of State Travel Req E (PDF)

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Evan McMillan **DEPARTMENT:** Public Works

POSITION TITLE: Assistant Director/County Engineer **DATE REQUESTED** 02/06/2025

FUND: Public Works

Travel From: Kansas City, MO **Date:** 04/14/2025

Travel To: Schaumburg, IL **Date:** 04/18/2025

Purpose of Travel: National Association of County Engineers Annual Conference.

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

☒ Administratively determined to be to the advantage of Riley County
☐ Not to exceed the cost of common carrier including food and lodging
 Mileage rate of _____

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	Round trip flight from Kansas City to Schaumburg	\$ 330
Lodging	Renaissance Schaumburg Convention Center	\$ 600
Meals	Any additional meals not included with conference	\$ 150
Registration/Fees	Registration Fee	\$ 845
Other		

Total Estimated Travel Costs: \$ 1,925.00

Requested by: Evan McMillan **Date:** 02/04/2025

Approved by:

Department Head: *John Ellman* **Date:** 2-4-2025

Chair: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant



**PLANNING &
DEVELOPMENT**
Work Session

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

COMMISSION AGENDA REPORT

FROM: Amanda Webb, Planning Director
MEETING: February 10, 2025
SUBJECT: Short Term Rental Regulations - work session
PRESENTER: Amanda Webb, Planning Director

DISCUSSION

Riley County adopted Short Term Rental (STR) criteria when the Land Development Regulations went into effect on January 1, 2022. Those regulations were updated in May 2022, and have been reviewed and discussed several times since to determine if additional changes need to be made. The current adopted STR regulations are included in your packet.

Enforcement of STR regulations has been a topic amongst the board and with local legislators recently, as it has been shown that there is little that can be done should someone operate an STR without a license (whether that license be expired or never obtained). This isn't an issue that is unique to Riley County, nor the state of Kansas. But authority and assistance from the state could be of use.

There was further discussion during the county session at the December KAC conference regarding STRs. Entities have varying criteria, some more restrictive, within their regulations. The City of Independence, Missouri's code was brought up, and we were later sent their ordinance for review. This ordinance is included in your packet.

Independence's code sums up the "purpose" well: "The regulations are intended to balance the economic opportunity created by short-term rentals with the need to maintain the city's housing supply and protect the rights and safety of owners, guests, and neighbors..." That is the goal.

There are several criteria the City of Independence included in their code, that are worth

discussion here. First, they limit the number of STRs in an area by allowing no more than one per eight residences within a block face. They also require a 500' distance from the property line of any existing or proposed STR. This helps maintain the character of the neighborhood and avoids an area being "overrun" with STRs. They also have a limitation - no more than five - to the number of STRs that can be owned by one person or entity. What both limitations do is help keep housing stock available for residents/owners, rather than all be rentals. While this isn't necessarily a problem in Riley County as most of our housing isn't overly dense (though we do have pockets of higher density in our jurisdiction), it may be worth exploring in response to those who have expressed concern over multiple STRs on their streets/in their neighborhoods.

On the other hand, what this also does is add criteria that must be enforced. Because we do not have a solid enforcement mechanism, this could just increase the overall problem with violations.

Enclosures:

- ShortTermRentalsLDR (PDF)
- STR Ordinance (PDF)

AC. Short-Term Rental

1. Purpose

The short-term rental licensing program is designed to facilitate the permitting of short-term rentals, subject to appropriate restrictions and standards, to allow for varied accommodations and experiences for visitors while retaining the character of residential neighborhoods.

2. General Requirements

- a. Nothing in this section shall limit the ability of a property owner, homeowners association or similar association from prohibiting or further limiting the short-term rental of property where the authority to do so exists.
- b. Nothing in this section shall prohibit the operation of a hotel where such use is permitted.
- c. The short-term rental licensee shall be held responsible for any violations of these regulations committed by persons at the property during a period when the property is rented on a short term basis.

3. Licensing Requirements

- a. As of the effective date of these regulations, as amended May 5, 2022, it shall be unlawful for any person to operate any short-term rental without a valid short-term rental license, as approved pursuant to the application procedure herein. Each short-term rental location shall require a separate license. Evidence of operation includes advertising, on-line calendar showing availability, guest testimony, on-line reviews, rental agreements or receipts.
- b. The owner of the short-term rental shall renew the license annually. All requirements for issuance of the original license shall be met in order for the license to be renewed.
- c. A short-term rental license shall only be issued to the owner(s) of the property.
- d. The short-term rental license is issued to the specific owner(s) of the property and does not run with the property. The license shall not be transferred or assigned to another individual, person, entity, or address, but may be managed by a third party on behalf of the owner.
- e. Only one short-term rental license shall be issued per principal dwelling unit. If a property contains both a principal dwelling unit and an accessory or secondary dwelling unit, only one unit may be licensed as a short-term rental.

4. Standards

All short-term rentals shall meet the following standards.

- a. Sleeping quarters for short-term rental tenants shall only be located within a habitable structure and shall not be located in:

- 1) Non-residential areas within buildings or accessory structures (e.g., shed, garage) that do not contain finished living space;
 - 2) Commercial or industrial spaces; or
 - 3) A temporary outdoor structure (e.g., tent) or recreational vehicle.
- b. The short-term rental shall remain compliant with all requirements of these regulations, the Riley County Sanitary Code, state and/or local fire codes, and any other applicable state or federal regulations.
 - c. Use of the short-term rental for any special events, such as weddings, shall be subject to the requirements of [Section 5.7 Special Events](#).
 - d. Use of the short-term rental shall be limited to activities customary to a residential dwelling unit.
 - e. The short-term rental shall be equipped with an operational smoke detector in each bedroom, a fire extinguisher in the kitchen and in the furnace room, and a carbon monoxide detector.
 - f. One off-street parking space for each bedroom within the short-term rental shall be designated and marked on the property. Parking shall be limited to designated areas as shown on the submitted property boundaries map, with overflow parking on the street where permitted. Parking on-site in non-designated areas shall be prohibited.
 - g. The owner shall maintain weekly residential trash collection service and provide a sufficient number of covered trash containers. Trash containers shall not be left out at the collection point for more than 24 hours after collection. The property shall be kept free of trash and debris.
 - h. Quiet hours shall be between the hours of 10:00 PM and 7:00 AM and noise generated during those hours shall not exceed 65 dBA at the property line.
 - i. All outdoor lighting shall comply with the requirements set forth in [Section 6.11 – Outdoor Lighting](#).
 - j. If pets are allowed, they shall be contained within the property boundaries or be on a leash when on a public street. Pet waste shall not be allowed to accumulate on the property and shall be properly disposed of.
 - k. No more than two (2) overnight guests per bedroom plus an additional three (3) overnight guests shall be accommodated at any one time. A guest is a person over two (2) years of age. The number of bedrooms is determined by the approved building permit for the structure. A room shall not be used as a bedroom unless it has at least two (2) independent points of ingress/egress, one of which may be an egress window. For residential structures built prior to the effective date of these regulations, an egress window shall have a minimum clear opening width and height of 18 inches, a minimum total clear openable area of four (4) square feet, and a maximum sill height above floor level of 48 inches. Permanently installed step(s) may be used to attain maximum sill height. Such step(s) must have a minimum tread of 12 inches and a maximum riser heights of 16 inches. For residential structures built after the effective date of these regulations shall have a minimum net clear opening height dimension of 24 inches, a minimum net clear opening width dimension of 20 inches and a minimum net clear opening of 5.7 square feet. The net clear opening dimensions shall be the result of normal operation of the opening.

The minimum horizontal area of a window well shall be 9 square feet, with a minimum horizontal projection and width of 36 inches. The area of the window well shall allow the emergency escape and rescue opening to be fully opened. Guards or covers shall be provided to safeguard against falls into the window well.

- l. The short-term rental shall display the address number of the residence so that it is clearly visible from the nearest named public or private road. The complete address of the property shall also be prominently posted within the short-term rental for emergency purposes.
- m. Signs in accordance with the sign regulations.
- n. The short-term rental shall be utilized in accordance with Rules of Conduct to ensure guests are being good neighbors and to minimize disturbances to area residences. The Rules of Conduct shall be prominently posted in the short-term rental and shall include, at a minimum, the following:
 - 1) The license number of the short-term rental;
 - 2) Maximum number of overnight guests;
 - 3) Parking requirements;
 - 4) Trash disposal requirements;
 - 5) Quiet hours and noise restrictions;
 - 6) Trespass warnings;
 - 7) Pet restrictions;
 - 8) Outdoor burning restrictions;
- o. The boundaries of the property shall be clearly identified on a map prominently posted within the short-term rental with the Rules of Conduct and shall be clearly identifiable in the field by a barrier or signage, warning guests not to trespass.

5. Responsible Agent Required

- a. Each owner of a short-term rental shall designate a person or company to serve as the responsible agent. An owner of a short-term rental may designate himself/herself as the agent.
- b. The responsible agent shall have access and authority to assume management of the short-term rental and take remedial measures. The agent shall be available 24 hours a day, 7 days a week to respond to complaints regarding the condition or operation of the short-term rental, the conduct of guests, or violations related to these regulations. The responsible agent must be able to affirmatively respond to complaints within an hour of notification of such complaint.
- c. The name and current contact information (e.g., email, phone number, etc.) of the responsible agent shall be prominently posted within the short-term rental.
- d. In the event of a fire ban within Riley County, the agent is required to notify guests of the current fire restrictions.
- e. The owner shall notify the Department, in writing, of any change to the responsible agent or the responsible agent's contact information within three business days.

6. Application

An application for a short-term rental license shall be completed by the owner of the property and accompanied by a fee established by the Board of Riley County Commissioners (BOCC). The application shall include the following information on forms provided by the Department:

- a. Contact information for the owner of the property.
- b. Contact information for the responsible agent and the notice of such to be posted.
- c. Attestation and agreement to comply with the requirements of this section.
- d. The address of the short-term rental and the notice of such to be posted.
- e. The URL (i.e., the website address) for any and all advertisements of the short-term rental.
- f. Attestation that the short-term rental is not prohibited by covenants, conditions and restrictions of a homeowners association or similar association, and the applicant has notified such association that the property owner is applying for a short-term rental license.
- g. Trash collection and disposal plan.
- h. Map of property boundaries, including designated parking areas (to be posted).
- i. Rules of Conduct (to be posted).

7. Review

The Department shall review the application for a short-term rental license and conduct an inspection of the property for compliance with these regulations. The Department may deny an application for a short-term rental license (or license renewal), if any of the following findings are made:

- a. The property has an outstanding violation of the Riley County Sanitary Code, state and/or local fire codes, and any other applicable state or federal regulations.
- b. The property does not comply with provisions of Riley County Sanitary Code, state and/or local fire codes, and any other applicable state or federal regulations.
- c. The applicant has knowingly made any false, misleading, or fraudulent statement of material fact in the application, or in any report or statement required to be filed that is related to the application.
- d. It is determined that the short-term rental property is not in a condition where it may be immediately rented on a short-term basis consistent with the requirements of these regulations.
- e. The property has been cited with two or more violations of these regulations within the previous 12 months.

8. Notice of Approval

When a short-term rental license is approved, the Department shall notify all adjacent property owners of the issuance of the license and the contact information for the responsible agent.

9. Application Renewal

- a. An application to renew a short-term rental license shall be accompanied by an annual renewal fee and shall be received by the Department not less than thirty days prior to the expiration of the license.
- b. Applications for renewal shall be completed by the owner on a form provided by the Department and shall include any updates of all required information.

10. Revocation of License

- a. Failure to remain in compliance with any of the standards listed herein may result in the immediate revocation of the short-term rental license.
- b. If a short-term rental license is revoked, the short-term rental of the property must cease immediately.
- c. No fee refunds shall be issued to any licensee whose short-term rental license is revoked.

BILL NO. 22-107

ORDINANCE NO. 19412

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO SHORT-TERM RENTALS.

WHEREAS, the Unified Development Ordinance was approved by the City Council on June 15, 2009, by Ordinance No. 17339 and became effective on July 1, 2009; and,

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on October 25, 2022, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 5-0; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on December 5, 2022, and rendered a decision to approve the changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That Section 14-200-05 of Chapter 14, Unified Development Ordinance, are hereby amended to read as follows:

14-200-05 Commercial use group

The commercial use group includes uses that provide a business service or involve the selling, leasing or renting of merchandise to the general public. The commercial use group includes the following use categories:

14-200-05-N. Lodging. Provision of lodging services on a temporary basis with incidental food, drink and other sales and services intended for the convenience of guests. The following are lodging use types:

1. **Short Term Rental.** A lodging use that is rented or leased as a single housekeeping unit to guests for not less than one (1) night and not more than 30 consecutive nights in exchange for a fee, money, goods, services or other performances. ~~A single family or two-family dwelling unit, managed by the property owner or a property management company, for short-term lodging. A short term rental shall contain four or fewer guestrooms for occupancy to 10 or fewer total occupants, with no more than two adults per bedroom, in which meals shall not be provided to guests. A dwelling unit in a short term rental shall be rented in its entirety and individual rooms shall not be rented to separate parties during the same period of time. For the purposes of this term, a guest is a person who rents a room in a short term rental establishment for no more than 30 consecutive days.~~

SECTION 2. That Section 14-201-01 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows. The following definitions should be amended and added in alphabetical order:

14-201-01 General terms

DUPLEX DWELLING UNIT. A dwelling situated on one lot occupied exclusively by two families, respectively, in separate dwelling units living independently of each other.

DWELLING. A building or portion of a building designed or used exclusively for residential occupancy. **In no case shall a motor home, trailer coach, recreation vehicle, automobile, automobile chassis, tent, portable building or other similar type of building or vehicle be considered a dwelling.**

SINGLE FAMILY DWELLING. A dwelling situated on one lot designed to be occupied exclusively by one family.

SHORT-TERM RENTAL. A lodging use that is rented or leased as a single housekeeping unit to guests for not less than one (1) night and not more than 30 consecutive nights in exchange for a fee, money, service or other performances. **Hotels, motels, bed and breakfasts, and other land uses explicitly defined and regulated in the UDO separately from short-term rentals are not considered to be short-term rentals.**

SHORT-TERM RENTAL OPERATOR. Any person who is the owner of a dwelling unit established under this title who offers or provides that dwelling unit for short-term rental use as set forth in in 14-424.

SECTION 3. That Section 14-300-03-G, Short-Term Rental under Commercial Lodging, of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

14-300-03-G. Use Standards. The "use standards" column of Table 300-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 300-1 Residential Districts Use Table									
P: Permitted S: Special Use Permit Required C: Conditional Uses —: Not Allowed									
Use Category Specific use type	Zoning District								Use Standards
	R-A	R-1	R-2	R-4	R-6	R-12	R-18 PUD	R-30 PUD	
COMMERCIAL									
Lodging									
Short Term Rental	C	C	C	C	C	C	C	C	14-420-424
Bed and breakfast	S	S	S	S	S	S	S	S	14-420
Recreational vehicle park	C	—	—	—	—	—	—	—	14-405

SECTION 4. That Section 14-301-03-G, Short-Term Rental under Commercial Lodging, of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

14-301-03-G. Use Standards. The "use standards" column of Table 302-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 301-1 Office and Commercial Districts Use Table						
P: Permitted		S: Special Use Permit Required		C: Conditional Uses		—: Not Allowed
Use Category Specific use type	Zoning District					Use Standards
	O-1	O-2	C-1	C-2	C-3	
COMMERCIAL						
Lodging						
Short Term Rental	—	—	C	C	—	14-420-424
Bed and Breakfast	—	—	C	C	—	14-420
Hotel/motel	—	—	—	P	—	
Recreational vehicle park	—	—	—	C	C	14-405

SECTION 5. That a Section 14-420 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

14-420 LODGING ESTABLISHMENT BED AND BREAKFAST

14-420-01 Applicability

The standards of this article apply to ~~short term rentals and~~ bed and breakfasts.

14-420-02 Business and occupation licenses

14-420-02-A. All ~~short term rentals and~~ bed and breakfasts shall secure an occupation license in accordance with Article 1, Chapter 5 of the City Code of Independence, Missouri. The occupation license number shall be listed on all advertisements and online platforms.

14-420-02-B. All ~~short term rentals and~~ bed and breakfasts shall comply with Article 3, Chapter 5 of the City Code of Independence, Missouri.

14-420-03 Parking

Off street parking shall be provided in accordance with Section 14-501-05. A credit of one space for every 18 feet of lot frontage may be applied to the off-street parking requirement.

14-420-04 Refuse collection

All ~~short term rentals and~~ bed and breakfasts shall secure refuse collection services from a collector who is licensed to be operating within the City of Independence.

14-420-05 Safety

14-420-05-A. All ~~short term rentals and~~ bed and breakfasts shall provide the following:

1. A map identifying escape routes shall be provided to each guest and posted in each guest room;
2. Carbon Monoxide detection as required by code;
3. Child-proofed electrical outlets;
4. Emergency contact information for the owner or manager shall be provided to each guest and posted in each guest room;
5. Fire extinguishers as required by code;
6. Smoke detectors as required by code.

14-420-06 Limit on short term rentals operated by single owner

~~A single property owner shall be limited to operate no more than five separate short term rentals.~~

14-420-07 Density limitations

~~Short term rentals shall be limited to no more than one per eight residential structures on a block face in residential districts. On block faces with fewer than eight residential structures, one short term rental shall be permitted. A block face is defined as one side of a street, from one intersecting or intercepting street to the next, excluding alleys. Residential structures are determined by the mailing address assigned to each.~~

14-420-08 Rental inspections required

~~14-420-08-A. Beginning July 1, 2020, all short term rentals must obtain a rental ready inspection prior to renewal of their annual business license.~~

~~14-420-08-B. A valid rental unit inspection shall be submitted to the City in the form and manner prescribed by the City as part of the annual business license renewal process.~~

~~14-420-08-C. Any rental dwelling that has been inspected for any reason may submit that inspection report provided the inspection is not older than 12 months.~~

14-420-09 06 Review and approval of short term rentals bed and breakfast

14-420-09-A. The regulations of Section 14-420-06 apply to short term rentals located inside a residential zoning district. All bed and breakfast shall require the appropriate approval in accordance with Section 14-300, Section 14-301 and Section 14-704.

- 14-420-09-B.** Applications for short term rentals must be made to the Department of Community Development upon forms provided by the department. Applications shall include a name, phone number and electronic mail address for the property owner and property manager, if applicable. Applications shall also include the number of bedrooms to be used, as well as a total occupancy of the short term rental. The applicant must furnish the names and addresses of all property owners and tenants within an area determined by lines drawn parallel to and 185 feet from the boundaries of the parcel proposed for a short term rental. The Community Development Department must notify these property owners by mail of the required public hearing for the short term rental application, as well as the name, phone number and electronic mail address for the property owner and property manager, if applicable. Notifications shall also include the number of bedrooms to be used, as well as a total occupancy of the short term rental 15 days prior to the public hearing.
- 14-420-09-C.** After the submission of a short term rental application, the application must be reviewed by City officials to determine that all requirements of this section and other codes have been, or can be met.
- 14-420-09-D.** The applicant must post a sign on the property informing the general public that a public hearing will be held at a specific time and place. The sign must be furnished to the applicant by the City. However, posting on large acreage may require larger signs than those provided. In such case, signs must be provided by the applicant as specified by the Community Development Director. The applicant must make a good faith effort to maintain the sign for at least the 15 days immediately preceding the date of the hearing, through the hearing, and through any continuances of the hearing. The sign must be placed within five feet of the street right-of-way line in a central position on the property that is the subject of the hearing. The sign must be readily visible to the public. If the property contains more than one street frontage, one sign must be placed on each street frontage so as to face each of the streets abutting the land. The sign may be removed at the conclusion of the public hearing(s) and must be removed at the end of all proceedings on the application or upon withdrawal of the application. Failure to maintain such posted notice shall not invalidate any action taken.
- 14-420-09-E.** The Planning Commission must conduct a public hearing and review the short term rental application. The Planning Commission may establish specific requirements as to operation and conduct of a short term rental so as to assure that it will not have a disruptive effect on the neighborhood. Those short term rental applications that would, in the judgment of the Planning Commission, create excessive noise, pedestrian or vehicular traffic, or any other condition that would interfere with the safety and general welfare of the surrounding neighborhood, may not be approved. The short term rental application must be approved, approved with conditions, or denied by the Planning Commission. Should the Planning Commission either deny, or approve a short term rental application with conditions unsuitable to the applicant, the applicant may appeal the application to the City Council, within five business days, requesting that it consider and take final action on the application.
- 14-420-09-F.** If a legal protest petition against a short term rental application is submitted and validated before the action of the Planning Commission, any action of the Planning Commission will constitute only a recommendation, with the final decision made by the City Council. In such case when a legal protest has been filed, the Planning Commission may recommend approval, approval with conditions, denial, or it may continue an application for further consideration. A protest against a short term rental application presented to the Planning Commission, duly signed and acknowledged by the owners of 25 percent or more of the land within an area determined by lines drawn parallel and 185 feet from the boundaries of the parcel proposed for the short term rental, will constitute a legal protest. A legal protest must be presented to the Planning Commission no later than 24 hours before the beginning of the meeting at which the proposed short term rental application will be considered.
- 14-420-09-G.** The City Council must consider and take final action on a short term rental application on an appeal from an action of the Planning Commission or when a valid legal protest petition was submitted. The City Council must act on a resolution after reviewing the record of the proceedings from the Planning Commission, and may approve, approve with conditions, deny, or remand such application to the Planning Commission for further consideration. No additional public testimony before the City Council will be accepted. A short term rental application, which is the subject of a legal protest petition, will become effective only by the favorable vote of five of all the members of the City Council.

~~14-420-09 H. After investigation and report of the Community Development Department of any short term rental that results in an undesirable condition interfering with the general welfare of the surrounding residential area, said short term rental may be terminated and the business license therefore revoked by the City Council after a hearing before and recommendation of the Planning Commission. A copy of the transcript of the hearing must be submitted to the City Council for its deliberation before it votes on termination. The act of termination is not exclusive, and the City retains the right to pursue municipal court action and other court proceedings to enforce this section.~~

SECTION 6. That a Section 14-424 is added to Chapter 14, Unified Development Ordinance, as follows:

14-424 SHORT TERM RENTAL

14-424-01 Purpose

This section provides standards for the establishment of short-term rentals. The regulations are intended to balance the economic opportunity created by short-term rentals with the need to maintain the city's housing supply and protect the rights and safety of owners, guests and neighbors. The purpose of short-term rentals regulations is to provide transient accommodations and to ensure protection of the health and safety of residents and guests while providing procedures and established standards for short-term rental uses.

14-424-02 Short-Term Rental, Where allowed

Only properties, as authorized under Section 14-300 and Section 14-301 and this chapter, shall be eligible for a short-term rental. Short-term rentals are not permitted in detached accessory dwelling units unless specified elsewhere in this chapter. In residential districts, short-term rentals shall only be allowed in single family dwelling and duplex dwelling units. In other zoning districts, short term rentals shall be allowed in single family dwellings, duplex dwelling units and residential units in commercial building where the dwelling unit complies with the City's adopted building codes. Short-term rentals are not permitted in multi-family housing units.

14-424-03 Business license required

All short-term rentals shall secure an occupation license in accordance with Article 1, Chapter 5 of the City Code of Independence, Missouri. The occupation license number shall be listed on all advertisements and online platforms.

14-424-04 Transient guest tax required

A. All short-term rentals shall comply with the requirements of Article 3, Chapter 5 of the City Code of Independence, Missouri.

B. The short-term rental applicant shall present evidence to the City that the City has a voluntary collection agreement in place with any web platform upon which the property will be listed for rental. In the event the City does not have such voluntary collection agreement in place, the property owner will be required to enter into a separate agreement with the City providing for the collection and remission of the taxes to the City by the property owner in accordance with Article 3, Chapter 5 of the City Code of Independence, Missouri, before listing the property for rental on any web platform for which the City does not have a voluntary collection agreement in place.

14-424-05 Limit on short term rentals operated by single owner

A single short-term rental operator shall be limited to operate no more than five separate short-term rentals.

14-424-06 Density limitations

Short term rentals shall be limited to no more than one per eight residential structures on a block face in residential districts. On block faces with fewer than eight residential structures, one short term rental shall be permitted. A block face is defined as one side of a street, from one intersecting or intercepting street to the next, excluding alleys. Residential structures are determined by the mailing address assigned to each. No short-term rental shall be proposed within 500 feet from the property line of another existing or proposed

short-term rental; this separation shall not apply to short-term rentals located in the ARTS District. There shall be no density limitations or separation requirement in commercial districts.

14-424-07 Maximum number of guests

No more than two (2) guests, excluding children five years old and under, per bedroom are permitted per guest stay. The total maximum occupancy of 10 occupants, which includes adults and children.

14-424-08 Maximum number of bedrooms

The short-term rental shall contain four or fewer guestrooms for occupancy.

14-424-09 Responsible agent required

A. Each owner of a short-term rental property shall designate a person or company to serve as a Responsible Agent. An owner of a short-term rental may designate himself/herself as the Responsible Agent. The Responsible Agent shall be located within an hour's drive of Independence.

B. The Responsible Agent shall have access and authority to assume management of the unit and take remedial measures. The Responsible Agent shall be available 24 hours a day 7 days a week to respond to complaints, issues of concerns, and violations of this Ordinance. The Responsible Agent must be able to affirmatively respond to complaints within an hour of notification of the complaint.

C. Any changes to the name, address or telephone number(s) of the local Responsible Agent must be submitted to the City within five (5) business days of the change(s).

14-424-10 Events

A. Short-term rentals are prohibited from hosting weddings, banquets, parties, charitable fundraising, or other similar gatherings. Small, informal noncommercial gatherings of family and friends of short-term rental guests are permitted, provided the gathering is not a disturbance to the surrounding neighborhood including but not limited to creating parking issues or noise issues.

14-424-11 Multiple booking party rental prohibited

A short-term rental shall not be rented to more than one (1) booking party at a time.

14-424-12 Owner living unit while rented prohibited

A short-term rental operator shall not live in the short-term rental unit when the unit is rented.

14-424-13 Food/Meals Prohibited

The short-term rental operator is prohibited from providing food, light snacks or other food and/or meals to guest(s).

14-424-14 Insurance Requirement

Short-term rental operators shall maintain liability insurance appropriate to cover the short-term rental use in the aggregate of not less than \$1,000,000 or conduct each short-term rental transaction through a platform that provides equal or greater insurance coverage.

14-424-15 No transferability

The short-term rental permits are not transferable to another operator, owner or location. If a property with an approved Short-Term Rental is sold or transferred to any other person, a new Short-Term Rental Permit shall be required.

14-424-16 Interior Posting of Good Neighbor Guidelines and tenant information.

The operator shall post in a prominent location of the dwelling the City's Good Neighbor Guidelines. In addition, the maximum permitted occupancy of the short-term rental, evacuation plan, parking plan, trash disposal plan, the noise management plan, responsible agent name and contact information, the street address of the short-term rental and short-term rental license number shall be posted in a prominent location of the dwelling.

14-424-17 Noise Management Plan

All short-term rentals shall maintain a noise management plan. The noise management plan must include the continuous operation of noise monitoring device(s) while the registered property is rented. The on-site posting of the quiet hours and the penalties for violating the City of Independence noise ordinance shall be posted in a prominent location inside the short-term rental.

14-424-18 Parking

Off street parking shall be provided in accordance with Section 14-501-05. A credit of one space for every 18 feet of lot frontage may be applied to the off-street parking requirement. All parking required for the short-term rental shall be on an approved driveway and adjoining asphalt/concrete pads, or other designated, approved parking areas. Parking on other than asphalt, concrete, paver stones, brick, or other hard durable surface, as determined by the Community Development Director, is expressly prohibited.

14-424-19 Refuse collection

All short-term rentals shall secure refuse collection services from a collector who is licensed to be operating within the City of Independence. All short-term rental property shall provide a trash disposal and collection plan to ensure that trash containers are not left outdoors in violation of City Code.

14-424-20 Safety

14-424-20-A. All short term rentals shall provide the following:

1. A map identifying escape routes shall be provided to each guest and posted in each guest room;
2. Carbon Monoxide detection as required by code;
3. Child-proofed electrical outlets;
4. Emergency contact information for the owner or manager shall be provided to each guest and posted in each guest room;
5. Fire extinguishers as required by code;
6. Smoke detectors as required by code.

14-424-21 Rental inspections required

14-424-21-A. Beginning July 1, 2020, all short-term rentals must obtain a rental ready inspection prior to renewal of their annual business license.

14-424-21-B. A valid rental unit inspection shall be submitted to the City in the form and manner prescribed by the City as part of the annual business license renewal process.

14-424-21-C. Any rental dwelling that has been inspected for any reason may submit that inspection report provided the inspection is not older than 12 months.

14-424-22 Application Requirements for short-term rentals

14-424-22-A. Applications for short term rentals must be made to the Department of Community Development upon forms provided by the department. Applications shall include a name, phone number and electronic mail address for the property owner and property manager, if applicable.

1. The following additional documentation shall be submitted to the department, along with the application, prior to processing:

- (a). Applications shall also include the number of bedrooms to be used, as well as a total occupancy of the short-term rental.
- (b). A list of platforms that will be used to solicit booking transactions for the dwelling unit.
- (c). A floor plan depicting all:
 - i. entrance and exit doors,
 - ii. windows,
 - iii. guest bedrooms,
 - iv. bathrooms,
 - v. kitchens,
 - vi. the location of smoke detectors, and
 - vi. the location of fire extinguishers and carbon monoxide detectors.
- (d). An evacuation plan indicating the fire exits and escape routes.
- (e). A site plan indicating the location of any required parking.
- (f). An attestation signed by the owner providing that:

- i. The dwelling unit has no outstanding property taxes or City liens associated with the lot-of-record, nor does the owner owe any other outstanding taxes to the City, including taxes and fees owed in connection with the short-term rental;
- ii. The dwelling unit complies, and will comply during any short-term rental of the dwelling unit, with all standards contained in the City's International Property Maintenance Code and all health safety requirements contained in the Building Code;
- iii. The dwelling unit has working smoke detectors inside and a properly maintained and charged fire extinguisher;
- iv. The dwelling unit is not subject to any contractual restrictions precluding the dwelling unit from being used for short-term rentals, including but not limited to: homeowner association agreements, condominium bylaws, restrictive covenants, or building restrictions;
- v. The owner has read, understands, and agrees to comply with all legal duties imposed by this article and the Unified Development Ordinance;
- vi. The owner will not discriminate in guest use or rental of a short-term rental, and will comply with all applicable anti-discrimination laws, including but not limited to: Title VII of the Civil Rights Act of 1968, the Fair Housing Act (FHA), and the Americans with Disabilities Act (ADA); and,
- vii. The owner will make the Good Neighbor Guidelines available to all renters in the rental agreement and will post it in a prominent location within the short-term rental.
- (g) Trash disposal and collection plan
- (h) Noise management plan

14-424-23 Review process for short-term rentals

14-424-23-A. Applications for short term rentals in non-residential buildings in commercial districts. Upon receipt of a completed application, the Community Development Director shall coordinate the review and analysis of this short-term rental to the Development Review Committee for review and comment. The Director or designee may approve the short-term rental provided the applicant presents clear and convincing evidence that the short-term rental conforms to all application requirements of this chapter and the City Code and that all submission requirements have been met.

- 1. Appeals. Appeals of the Community Development Director's decision on a short-term rental application may be taken to the Planning Commission by filing a notice of appeal with the Community Development Director. Appeals must be filed within 15 calendar days of the Community Development Director's action. The Planning Commission shall have the right to affirm or overrule the decision of the Community Development Director. Further, an applicant may appeal a decision of the Planning Commission to the City Council if such notice of appeal is made to the Community Development Director within 15 calendar days of the Planning Commission's decision. The City Council shall have the right, by resolution, to affirm or overrule the decision of the Planning Commission.

14-424-23-B. Applications for short-term rentals in residential districts and residential buildings in non-residential districts. Upon receipt of a completed application, the Community Development Director shall coordinate the review and analysis of this short-term rental to the Development Review Committee for review and comment. After a completed application is submitted, the Community Development Department must notify the property owners within 185 feet by mail of the required public hearing for the short-term rental application, as well as the name, phone number and electronic mail address for the property owner and property manager, if applicable. Notifications shall also include the number of bedrooms to be used, as well as a total occupancy of the short-term rental 15 days prior to the public hearing.

- 1. After the submission of a short-term rental application, the application must be reviewed by City officials to determine that all requirements of this section and other codes have been, or can be met.
- 2. The applicant must post a sign on the property informing the general public that a public hearing will be held at a specific time and place. The sign must be furnished to the applicant by the City. However, posting on large acreage may require larger signs than those provided. In such case, signs must be provided by the applicant as specified by the Community Development Director. The applicant must make a good faith effort to maintain the sign for at least the 15 days immediately preceding the date of the hearing, through the hearing, and through any continuances of the hearing. The sign must be placed within five feet of the street right-of-way line in a central position on the property that is the subject of the hearing. The sign must be readily visible to the public. If the property contains more than one street frontage, one sign must be placed on each street frontage so as to face each of the streets abutting the land. The sign may be removed at the

conclusion of the public hearing(s) and must be removed at the end of all proceedings on the application or upon withdrawal of the application. Failure to maintain such posted notice shall not invalidate any action taken.

3. The Planning Commission must conduct a public hearing and review the short-term rental application. The Planning Commission may establish specific requirements as to operation and conduct of a short-term rental so as to assure that it will not have a disruptive effect on the neighborhood. Those short-term rental applications that would, in the judgment of the Planning Commission, create excessive noise, pedestrian or vehicular traffic, or any other condition that would interfere with the safety and general welfare of the surrounding neighborhood, may not be approved. The short-term rental application must be approved, approved with conditions, or denied by the Planning Commission. Should the Planning Commission either deny, or approve a short term rental application with conditions unsuitable to the applicant, the applicant may appeal the application to the City Council, within five business days, requesting that it consider and take final action on the application.

4. If a legal protest petition against a short-term rental application is submitted and validated before the action of the Planning Commission, any action of the Planning Commission will constitute only a recommendation, with the final decision made by the City Council. In such case when a legal protest has been filed, the Planning Commission may recommend approval, approval with conditions, denial, or it may continue an application for further consideration. A protest against a short-term rental application presented to the Planning Commission, duly signed and acknowledged by the owners of 25 percent or more of the land within an area determined by lines drawn parallel and 185 feet from the boundaries of the parcel proposed for the short-term rental, will constitute a legal protest. A legal protest must be presented to the Planning Commission no later than 24 hours before the beginning of the meeting at which the proposed short term rental application will be considered.

5. The City Council must consider and take final action on a short-term rental application on an appeal from an action of the Planning Commission or when a valid legal protest petition was submitted. The City Council must act on a resolution after reviewing the record of the proceedings from the Planning Commission, and may approve, approve with conditions, deny, or remand such application to the Planning Commission for further consideration. No additional public testimony before the City Council will be accepted. A short-term rental application, which is the subject of a legal protest petition, will become effective only by the favorable vote of five of all the members of the City Council.

14-424-24 Violation, penalties and enforcement

14-424-24-A. It shall be unlawful for any person to violate any provisions or to fail to comply with any of the requirements of this section.

14-424-24-B. Any person violating any of the provisions or failing to comply with any of the requirements of this Section is subject to the violation, penalty and enforcement provisions of Section 14-801.

14-424-25 Short-term rental revocation

14-424-25-A. In addition to any fine or penalty that may be imposed pursuant to any provision of this chapter, a short-term rental may be suspended or revoked as provided in this section.

14-424-25-B. A short-term rental granted pursuant to this Chapter may be revoked by the City following a hearing for any violation of the City Code or violation of this chapter. The Community Development Director shall commence the revocation proceedings if any of the following occur:

1. The short-term rental operator has been cited for two (2) or more offense in a three (3) month period.

2. A short-term rental operator submits an application or other document as part of the short-term rental review process that contains or represents fraud, misrepresentation or false information.

3. The short-term rental operator has violated or is currently violating this chapter that significantly endangers the public health, safety and/or welfare.

4. The short-term rental operator fails to report and pay transient guest tax, sales tax and/or property taxes.

14-424-25-C. Notice of a public hearing pursuant to this section shall be given to a short-term rental operator in writing at the address shown on the short-term rental application, and to the other parties identified in the short-term rental application. Such notice shall be mailed via regular mail at least fourteen (14) calendar days prior to the date set for the public hearing before the Planning Commission. The public hearing on the revocation shall follow the process outlined in Section 14-424-22.

14-424-25-D. At the revocation hearing, the Planning Commission shall consider the following:

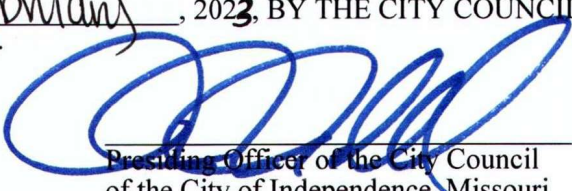
- 1. The nature and seriousness of the violation**
- 2. Impact of the violation on the neighborhood and/or community**
- 3. Corrective action, if any, taken by the short-term rental operator or the designated Responsible Agent**
- 4. Prior violations**
- 5. The likelihood of recurrence of the violation or violations**
- 6. Entirety of the circumstances surrounding the violation**
- 7. Length of time the licensee has held a license**

14-424-25-E. After the Planning Commission completes its public hearing, it shall vote to recommend to the City Council if the short-term rental license should be revoked. The City Council shall then hold a hearing on the revocation of the short-term rental. A copy of the record of the Planning Commission hearing must be submitted to the City Council for its deliberation before it votes on revocation. The findings of the City Council shall be final and conclusive and shall be served upon the appellant in the manner provided above for service of notices of revocation.

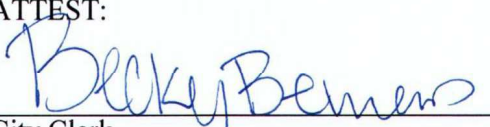
SECTION 7. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 8. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

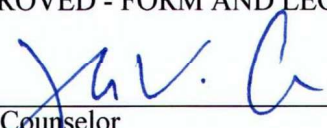
PASSED THIS 10th DAY OF February, 2023, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.


Presiding Officer of the City Council
of the City of Independence, Missouri

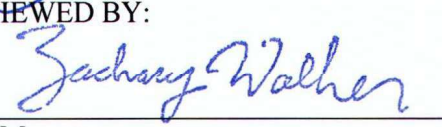
ATTEST:


City Clerk

APPROVED - FORM AND LEGALITY:


City Counselor

REVIEWED BY:


City Manager

NOTE: Words struck through are being removed by this ordinance and words underscored and bolded are being added by this ordinance.



PUBLIC WORKS
Project Update

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

MEMORANDUM

FROM: John Ellermann, Public Works Director
MEETING: February 10, 2025
SUBJECT: Public Works Project Update
PRESENTER: John Ellermann

Update on the projects and activities by the Public Works staff and crew.

Enclosures:

- 021025 Project Update (PDF)

Project Update

Public Works Department

2/10/2025

Kitten Creek Culvert Replacement (N.5-22.5)

- Approximately 1.5 mi N. of Anderson Ave.
- Olsson and Associates
- [Reece Construction – January 2 start – 45 working days](#)
- [Floor palced](#)

Winkler Mills Bridge (H.0-5.9)

- Approximately 0.1 mi. N. of Fancy Creek Rd.
- Bartlett & West
- Permits & R/W

Marlatt Rd Improvement

- Benesch proposal review
- Dennison to Seth Child
- Cost share with City – trail and Browning Intersection.
- Review of design contract and agreement with City

Parks:

- [Arboriculture training for crew](#)
- [Shop and equipment clean-up.](#)
- [Certification training/studying.](#)
- [Keats floor strip and wax.](#)
- [General Park clean-up and CHP.](#)

Operations:

- [Trimming trees on McDowell Creek Rd.](#)
- [Repairing mailboxes damaged during storm.](#)
- [Small structure inspections and clean-up of trees and brush.](#)
- [Grading of roads and hauling rock where needed.](#)
- [Asphalt patching as needed.](#)
- [Preparing to build a fence on Bala property.](#)
- [Salt used during storm has been replaced.](#)
- [Upcoming Bid Openings](#)
 - [Culverts – March 3](#)
 - [Tandem Axle Dump Truck – March 13](#)
 - [Hydraulic Dovetail Trailer – March 20](#)

Miscellaneous

- [Open Positions: Purchasing Agent, Building Maintenance Tech, Facility & Grounds Tech, Traffic Control Supervisor/crew Chief](#)

- Potential restructuring operations division. Assistant Operations Manager, TC Crew Chief & Utility Tech
- University Park Lagoon Project-Lagoon size determined. Continue to work on grant and funding applications. Approved for the Small-Town Water & Sewer Infrastructure Assistance Grant. Awarded an additional \$462,210 in grant money for the project. Preparing to relocate RWD water line.
- EMS Headquarters Station – BHS GMP \$9,587,108.
- EM Remodel of old EMS – Archimages Design.
- Elevator Projects – RFP's due back February 19th. BOCC approval February 27th. Courthouse, Carnegie and Health Department
- CPE Window Project – February 20th bid opening. Pre-bid meeting February 11th. Met with Department Heads last week.
- Main Rd. - Request to repair road.
- Annual Township Meeting – March 12 @ Pottorf Hall



**COUNTY
COUNSELOR/ADMINISTRATIVE SERVICES**
Staff Update

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

STAFF REPORT

FROM: Bryant Parker, Riley County Counselor

MEETING: February 10, 2025

SUBJECT: Pending County Projects County Counselor

PRESENTER: Bryant Parker, Riley County Counselor

The County Counselor's Office plays a unique and active role in many of Riley County's ongoing projects and activities. We work closely with the staff of the various County departments to implement the goals and priorities of the County Commission.

Our activities frequently include negotiating contracts and other documents on behalf of the County, coordinating with state and federal regulators, working with private businesses and our local government partners on matters involving the County, and assessing and responding to potential and ongoing litigation.

We are also responsible for preparing draft resolutions for consideration by the County Commission, and frequently work with other County Departments in the assembly of information requested by the Commission.

ONGOING TASKS

Our office participates in several ongoing tasks, which include the following:

- Assist County departments with responses to Kansas Open Records Act requests
- Advise upon interpretation of County policies and procedures
- Assist with human resources matters
- Advise department heads and the County Commission on the interpretation of Kansas law as it applies to the County

- Conduct and supervise the County's tax foreclosure sale
- Assist with delinquent tax collection activities, including obtaining and maintaining enforceable judgments against non-paying taxpayers

CURRENT PROJECTS

In addition to our ongoing duties, the County Counselor's Office actively participates with County staff to address any and all legal issues surrounding county projects. These may include, but are not limited to, negotiation of project contracts, resolution of disputes between parties, advice concerning compliance, and other matters. A partial list of projects recently completed or currently being worked upon follows.

- Indigent Defense Counsel - Attorney Contracting
- Legislative Platform - Preparation of Model Short Term Rental Statute
- Advise Upon Removal of Multiple Trailers Illegally Parked on County Property and/or Right-of-Way
- Fire Department Benevolent Organization Bylaws Update
- Mid-Year Property Casualty Tax Abatement Procedure Review
- Parks and Recreation Easements/Rights of Way Request Review
- Prepare for Kansas Court of Appeals Oral Arguments in The Board of Riley County Commissioners of the County of Riley, Kansas vs. Kansas Historical Society, et al., Kansas Court of Appeals Case No. 23-126435-A
- Prepare for Kansas Court of Appeals Oral Arguments in Prairiewood Holdings, LLC v. Board of County Commissioners of Riley County, KS, et al., Kansas Court of Appeals Case No. 24-127166
- Coordination with City of Manhattan RE Stormwater and Sidewalk Improvements
- Employee Training Forgivable Repayment
- University Park Fire Station Utilities Services
- Keats Sewer Project
- University Park Fire Station Replacement
- EMS Headquarters Construction
- Benefit District Formation at Request of Property Owners
- Multiple Benefit District Expansions at Request of Property Owners
- Comprehensive Plan Update
- Remediation of Former Firing Range
- Boundary Line Adjustment & Replatting Educational Materials Project
- University Park Sewer Improvements
- Marlatt Improvements
- Elevator Refurbishment
- Adjustment of Speed Limits
- Public Declaration of Riley County Mental Health Task Force as Professional Voice for Mental Health
- Transfer of Rural Economic Advisory Board to Planning and Development Department

Enclosures:



COUNTY CLERK & ELECTIONS
Work Session

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

MEMORANDUM

FROM: Vivienne Leyva, Public Information Officer

MEETING: February 10, 2025

SUBJECT: Work Session to Discuss Modernization and Consistent Application of Riley County Logo Usage Guidelines

PRESENTER: Vivienne Leyva, Public Information Officer

BACKGROUND

In 2000, Riley County hired S&N Design to create an official logo and usage manual. The manual specifies logo colors, placement, acceptable layouts, fonts, and other elements to be used as the sole official representation of Riley County. The logo design and the Riley County Logo Usage Manual were approved by the Board in October 2000 under RESOLUTION NO. 100200-48.

DISCUSSION

When the policy was first adopted, the Riley County Administrative Services office was tasked with enforcing the standards and maintaining files. After staffing changes in 2005, the enforcement of the logo use policy became a task each Department addressed separately. As a result, several additional logos, logo layouts, colors, and fonts have emerged over the years which do not follow these approved guidelines.

Some departments and programs created their own logos, color schemes, and layouts. For example, the website logo, colors, and fonts do not comply with current usage guidelines. Although the overall website was approved by the BoCC, the specific configuration of the visual representation was approved by a staff member rather than brought to the attention of the Board for consideration. This scenario has happened in multiple circumstances.

Maintaining a unified and consistent visual identity is important for creating a recognizable presence in the community. Representational standards promote taxpayer recognition of all Riley County departments, programs, and services, fostering trust and credibility and communicating professionalism. All departments operating under the same visual identity reinforce the message that they are part of a single, cohesive government working for the public. The current direction is to follow the approved logo policy.

The Public Information Officer is providing guidance and training to departments on proper logo usage according to the current Logo Usage Manual.

In addition, the PIO requests permission to draft an updated version of the logo usage manual to reflect current needs such as digital color configurations, ADA compliance for websites, modern fonts, and additional templates for new elements such as email signatures, PowerPoint presentations, alternate brochure layouts, and social media graphics in collaboration with Department Heads.

Certain Riley County departments may require additional logos or layouts as part of their official representation due to national or state recognized programs. These logos often align with national identities, providing a clear connection to their specific functions and enhancing public trust. The updated logo usage manual will incorporate these exceptions, additions, and examples which will be presented to the Board for review and approval.

The following departments may have unique or additional layout requirements due to their association with national, state, or universally recognized symbols:

- Riley County Women, Infants, and Children (WIC) Nutrition Services
 - WIC is a public health nutrition program under the USDA. Incorporating the USDA's visual identity ensures alignment with federal standards and strengthens the program's recognition within the community.
- Riley County Emergency Medical Service - Star of Life
 - The Star of Life is an internationally recognized symbol for emergency medical services and a means of identification on ambulances, emergency medical equipment, and apparel worn by EMS clinicians.
- Riley County Fire District #1 - Maltese cross
 - The Maltese cross is an internationally recognized symbol for fire services and provides a clear visual identity for fire-related programs and personnel.

FINANCIAL IMPACT

Development of modern guidelines will be done in-house and will not require any additional budget.

Enforcement of the guidelines will apply to all new materials and documents moving forward. Departments will not be required to immediately replace existing materials, as this would incur significant costs. Instead, updates can occur during regular purchase and replacement cycles.

Enclosures:

- Res# 100200-48 (PDF)
- RC Logo Usage Manual (PDF)
- RC Website Logo Use Manual (PDF)
- Logo Use Policy Education 2024 (PDF)

RESOLUTION NO. 100200-48

**A RESOLUTION ADOPTING A STANDARD LOGO FOR USE
BY RILEY COUNTY AND ADOPTING AND INCORPORATING
BY REFERENCE A RILEY COUNTY LOGO USAGE MANUAL**

WHEREAS, the Board of County Commissioners of Riley County, Kansas, has determined that it is in the best interests of Riley County to adopt an official Riley County logo to be used in a consistent manner in accordance with a standardized logo usage manual, and

WHEREAS, the Board of County Commissioners has received a design which the Board finds is appropriate to be used as the official Riley County logo; and

WHEREAS, the Board of County Commissioners has had published in book form a Riley County Logo Usage Manual to provide regulations for using the County logo, and

WHEREAS, Riley County is empowered, pursuant to K.S.A. 19-101a, *et seq.*, as amended, to provide for an official Riley County logo and to enact a Riley County Logo Usage Manual.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Riley County, Kansas:

Section 1. There is hereby established an official logo for Riley County, Kansas, a true and correct copy of which is appended hereto and is incorporated by reference herein as part of this resolution.

Section 2. Logo usage regulations are hereby adopted by the Board of County Commissioners in the form of a publication entitled "Riley County Logo Usage Manual", dated June 10, 2000, and the same are hereby incorporated by reference as if fully set out herein in accordance with the provisions of K.S.A. 12-3009:3012 and K.S.A. 12-3301:3302.

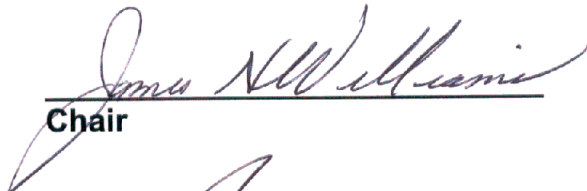
Section 3. That the general purpose of the Riley County Usage Manual is to provide regulations for the use of the County logo by Riley County.

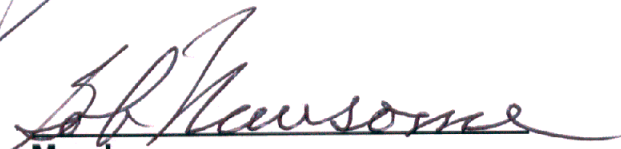
Section 4. No fewer than three copies of the logo usage regulations marked "Official Riley County Logo Usage Manual" and to which there shall be attached a published copy of this resolution, shall be filed and maintained in the office of the Riley County Clerk to be open for public inspection all regular hours.

Section 5. That this resolution shall become effective and be in force from and after its publication in the official County newspaper.

ADOPTED this 2nd day of October, 2000.

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


Chair


Member

Member

ATTEST:


RICH VARGO, Riley County Clerk





Riley County Logo Usage Manual

June 10, 2000



Guidelines for logo usage

- I. Implementation in Riley County
- II. Reproducing the Logo
- III. General Information
- IV. Logo Use with Various Applications
 - a. Letterhead, Business cards, Business papers
 - b. Brochures
 - c. Clothing
 - d. Electronic Usages
- V. Signage and the Logo
- VI. Vehicle Identification
- VII. Conclusion



Guidelines for logo usage

I. Implementation in Riley County

The Riley County Commissioners requested a consistent logo be created for the use by the various county governmental entities. The logo is intended to create a unity in the look of all of the county's varied offices and programs.

Who's responsible for implementation?

This manual is intended to be a starting point for anyone who will be using the logo on a project. Everyone who needs to use the logo should read the guidelines prior to beginning a project. If questions arise about usage they should be directed to the Riley County Administrative Services office for answers.

To be effective, a logo must be adaptable to all of the various situations where it will be displayed. This handbook simply cannot cover all of those (yet unimagined) various situations. However, as implementation of the logo progresses users should send examples of successful uses to the Riley County Administrative Services office so that a record can be kept. Those successful uses will be used as examples to assist with future implementation.

II. Reproducing the Logo

The logo must be reproduced from authorized copies and should not be redrawn, reproportioned, or modified in any way. Digital files for use in most applications are available from the Department of Information Systems. The information office can assist with making sure that the file types are compatible with the various computer programs that will be used.

Hard copies of the logo are available from the Riley County Administrative Services office. If an outside entity requests a logo for use in a project it is best if they are supplied with reproduction quality copies that can be obtained from the Riley County Administrative Services office. Please do not allow small logos, such as is found on business cards, to be reproduced.



Guidelines for logo usage



One color
usage



Incorrect
usage of
logo



III. General Information

The logo is a single entity. It should always include both the stylized "R" and the words "Riley County". It is not permissible to separate the elements. The logo should always stand on its own, do not add any other graphic elements to it, such as borders or stripes.

The logo was designed in both one and two colors.

When used in two colors the inks are:

Blue (PMS 3015) and black.

No other colors are acceptable for use as a two color logo.

If the logo is to be used as one color it is preferable to print the logo in black ink.

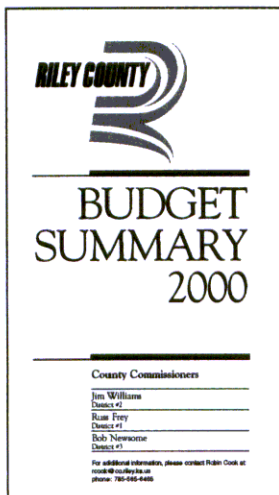
- a. When printed in black the "Riley County" type is printed as solid black and the "R" is printed as a 50% screen of black.
- b. The logo may be reversed (white) if printed on a dark color.



Using the logo with type



Alignment options



IV. Logo Use with Various Applications

a. Letterhead, Business Cards, Business Papers

1. The logo should always be positioned to the top and the left of any project.
2. The type that is preferable to use with the logo is Goudy and Goudy Bold.
3. If Goudy is not available substitute Times Roman or a similar style of serif type.
4. A good example of how to use type is to review the letterhead and business card examples in the samples chapter of this publication. Main type can be aligned with the logo at several locations. See the illustration to the left.
 - a. It is preferred to align the main type at the fork of the "R."
 - b. The secondary locations for type alignment is at the bottom of the "R" and the top of the "R."
5. The main type and the logo should be considered a single unit.
6. When designing a project with the logo and many different groups of type, it is preferable to design the project so that the various type elements are separated by as much white space as possible. An example of the concept of separation of elements is the letterhead. The main element of the "R" and the office. The secondary type of address, phone number, etc. is to the far right of the paper.
7. It is required that block style format be used on all logo letterhead to ensure text alignment compliments the letterhead style. The use of a 1" left and .5" right margin (see sample) will ensure that all county letters comply with these specifications. The date, address, subject matter, and signature block should all be left justified with indents only being used to signify the start of a new paragraph. Alignment should be according to the sample provided.

Templates for fax and memo forms will be provided by the Information Systems Office. (see samples)

b. Brochures

1. When working with projects that are vertical in nature use the example of the brochure cover.
 - a. Again, the logo is positioned in the upper left of the project. Because it is not possible to align the type to the right of the logo the best option is to position the type below and to the right. The template at the left is available at the Administrative Services Office.



Guidelines for logo usage

c. Clothing

For clothing and uniforms it is preferable to use the logo in its two-color version of black type and blue "R". The preferred color for the apparel is white, however if the occupation makes wearing white impractical, a neutral gray is acceptable.

The thought behind logoed clothing is that the background material should be of a neutral color. White, gray, or black are all neutrals and would all work well. Care must be taken when working with dark clothing that the type remains legible. If necessary, the type may be used in white on a dark background.

d. Electronic Usage

Usage of the logo within electronic applications should not deviate from the general guidelines set forth for all applicable uses. The Information Systems Office should be consulted before electronic application is attempted and will oversee the logo's use in both the Riley County Intranet and on the Internet and in conformance with this usage manual.

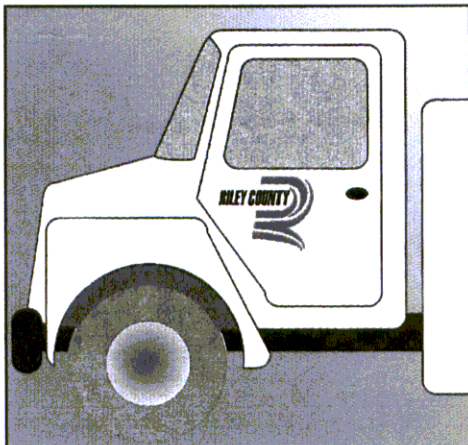
V. Signage and the Logo

With signage, as with all other projects that use the logo, the "R" is to the upper left with the main message aligned to the right.

Below are four different options for signage, three horizontal options and one vertical option. Alignment of type preferences are shown for each version.

Signage colors may be dictated by regulations. If the signage background is required to be a non-neutral color the type on the logo should be in white and the "R" should remain blue.

Existing signage that has had the new logo added will not necessarily meet all signage guidelines. All retrofitted signs should be photographed and placed in the master guideline manual for reference.



VI. Vehicle Identification

When using the logo on vehicles, it is permissible to deviate from the guidelines set forth in the General Information section of this manual if deviation is necessary to conform to statutory requirements. The logo should be placed on a flat surface of the vehicle, allowing for optimal visibility to the public. If placement of the logo on a vehicle requires that it be on a non-flat surface, care should be taken to ensure the appearance of the logo does not become distorted.

VII. Conclusion

The Riley County logo is a registered service mark. A service mark's top function is to designate the source of the services provided, but it may at the same time function as an identification of the entity which provides the service. Specifically the Riley County logo identifies the goods and services Riley County provides to the community.

Following the guidelines set forth in this manual will help to ensure the logo is being used properly and as registered, in all applications. However, it is important to resolve any unanswered questions before assuming you are using the logo properly.



Household Hazardous
Waste & Weed
Department

Preferred Alignment for three (3) line title only.
Optional Alignment for two (2) line title only.



Household
Harmful
Waste & Weed
Department

All additional copy
can be placed in
this area.

Sign Size Ratio: width=1 unit, height=2 units
Logo is 1/3 of Printable Space



Household Harmful Waste
& Weed Department

Sign Size Ratio: width=3 units, height=1 unit; Logo is 1/3 of Printable Space



Household Harmful Waste
& Weed Department

Sign Size Ratio: width=4 units, height=1 unit; Logo is 1/4 of Printable Space



Emergency
Medical Service

Optional Alignment for three (3) line title only.

Preferred Alignment for two (2) line title only.

Sign Size Ratio: width=2 units, height=1 unit; Logo is 1/3 of Printable Space



Emergency
Medical Service

Sign Size Ratio: width=3 units, height=1 unit; Logo is 1/3 of Printable Space



Emergency Medical Service

Sign Size Ratio: width=4 units, height=1 unit; Logo is 1/4 of Printable Space



Emergency
Medical Service

All additional
copy can be placed
in this area.

Sign Size Ratio: width=1 unit, height=2 units
Logo is 1/3 of Printable Space



BOARD OF COMMISSIONERS

1 inch

2.5 inch

April 24, 2000

Russ Frey
 Jim Williams
 Bob Newsome
 Riley County Commissioners
 110 Courthouse Plaza
 Manhattan KS 66502

1/2 inch

Dear Commissioners,

This is a sample of the Riley County letterhead that S&N Design has been developing for the county. Meetings with department heads and research on the origins of Riley County led them to the conclusion that the best approach for the letterhead is to have the new logo in the upper left hand corner. The department name, or in this case, "Board of Commissioners" all start at the same location. This information will be the second item of importance on the letterhead. The address is placed in the upper right hand corner of the letterhead. If the elected official or department head chooses to have his/her name above the address it appears in bold type with their title directly underneath it. Then, the address follows.

At this point in time there are two exceptions to this layout—yours, and the County Attorney's Office. Because there will be more than one name on these two, we are providing a proof of a format that lists the names at the bottom of the stationery.

Either the original layout you were provided with, or this new one follow current trends in stationery design. Information is kept to a minimum, which allows for a large amount of space for the letterwriter to write the letter..

Please let me know your thoughts now that you've had a chance to review the new layout in color, so we can proceed.

Sincerely,

Stan Morgan
 County Counselor

njr



FAX

- ☐ PLEASE COMMENT
- ☐ PLEASE REPLY
- ☐ URGENT
- ☐ FOR REVIEW

DATE:

TO:

COMPANY:

FAX NUMBER

NO. OF PAGES (INCLUDING COVER)

FROM:

DEPARTMENT:

ADDRESS:

PHONE:

FAX:

SUBJECT:

MESSAGE:

The pages comprising this facsimile transmission contain confidential information. This information is intended solely for use by the individual entity named as recipient hereof. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this transmission is prohibited. If you have received this transmission in error please notify us by telephone immediately so we may arrange to retrieve this transmission at no cost to you.



DATE:

TO:

COMPANY:

FROM:

DEPARTMENT:

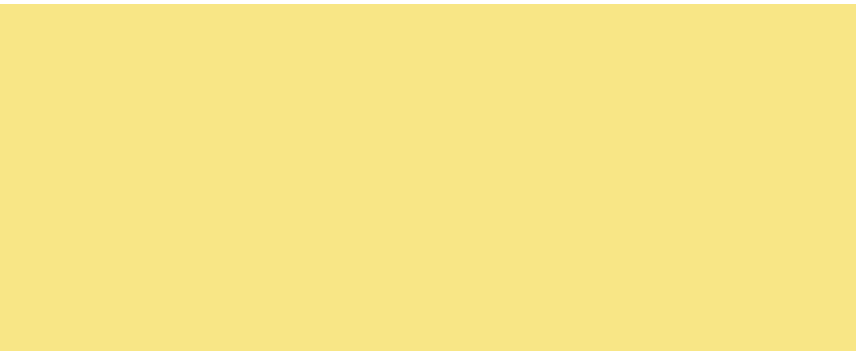
ADDRESS:

PHONE:

FAX:

RE:

Color Palette



#f8e686



#16453d



#2aa43e



#043565



#0e67b2

Interior Typography

OSWALD - BOLD - #043565

Headline

Poppins - SemiBold - #16453d

Headline Level 2

Poppins - Medium - #043565

Headline Level 3

Arial - Regular - #454545

Normal Text

[Arial - Regular - #0e67b2](#)

Links

Site ID



400 x 100

PNG

Footer ID



288 x 228

PNG

Template Image Sizes (width x height - measured in pixels at 72ppi)

2200 x 0000

Home Banner

JPG

2200 x 1140

Home Banner 2

JPG

2200 x 500

Interior Banner

JPG

400 x 400

News Flash

JPG

80 x 80

Graphic Buttons

SVG or PNG

Alert Center Bar Option

Alert Bar Main Background

#222222

Alert Bar Text Color

#FFFFFF

Alert Bar Read More Color

#FF4D69

2022 Web Standards

Above are guidelines to assist you to easily update and maintain your new CivicPlus website!
Feel free to visit <http://www.civicplus.help> for further guidance or contact your Client Success Manager with any

Save out images in JPG or PNG format as stated above.
Icons can be found for free on <https://iconmonstr.com/> or <https://www.iconfinder.com/>



Riley County Logo Use Guidelines

10/16/2024



Riley County Logo Usage Manual

June 10, 2000



Emergency
Medical
Service

All additional
copy can be placed
in this area.



Household Harmful Waste
& Weed Department

Approved Colors



Fonts and Alignment

- Goudy
- Goudy Bold
- Times New Roman



Emergency
Medical Service

Optional Alignment for three (3) line title only.

Preferred Alignment for two (2) line title only.

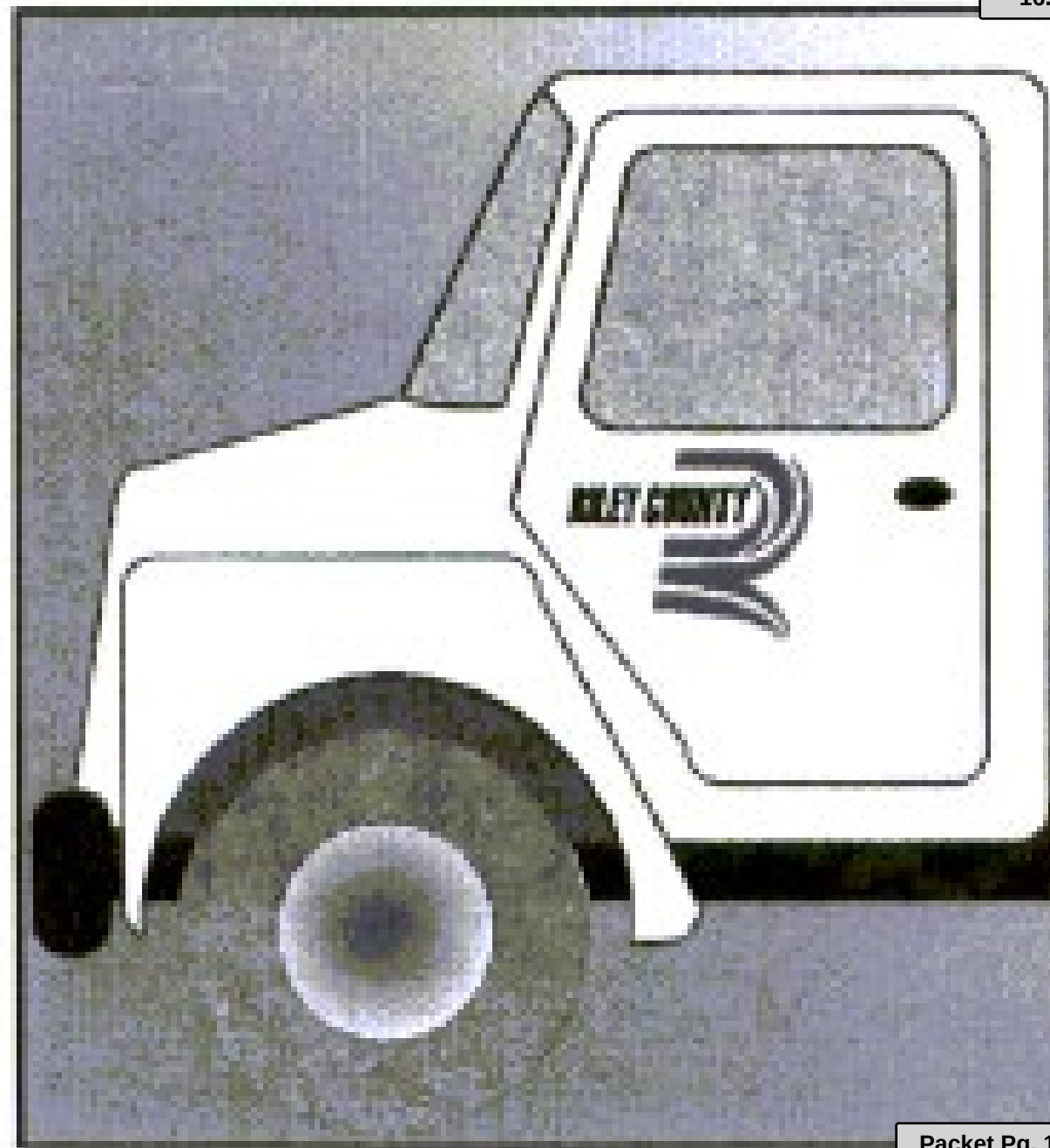
Clothing and Apparel

- White, grey, or black preferred
- Neutral colors
- Unified appearance



Vehicles

- Flat surface if possible, avoid distorting the logo
- Deviation is allowed for statutory requirements
- Maximize visibility to the public





One Riley County

Our employees and residents should easily recognize the services we provide

Questions

How to handle non-compliant materials?

How to address additional logos?



Example

Website

- Created in 2021
- Some elements are required for ADA compliance
- New website layout in 2025



Color Palette

16.d



Interior Typography

OSWALD - BOLD - #043565

Headline

Poppins - SemiBold - #16453d

Headline Level 2

Poppins - Medium - #043565

Headline Level 3

Arial - Regular - #454545

Normal Text

Arial - Regular - #0e67b2

Links

Site ID



400 x 100

PNG

Footer ID



288 x 228

PNG

Template Image Sizes (width x height - measured in pixels at 72ppi)

2200 x 0000

Home Banner

JPG

2200 x 1140

Home Banner 2

JPG

2200 x 500

Interior Banner

JPG

400 x 400

News Flash

JPG

80 x 80

Graphic Button

SVG or PNG

Alert Center Bar Option

Alert Bar Main Background

#322222

Alert Bar Text Color

#ffffff

Alert Bar Read More Color

#ff4040

2022 Web Standards

Above are guidelines to assist you to easily update and maintain your new CivicPlus website! Feel free to visit <http://www.civicplus.help> for further guidance or contact your Client Success Manager with any

Save out images in JPG or PNG format as stated above.
Icons can be found for free on <https://iconmonstr.com/> or <https://www.iconfinder.com/>



Input

How to effectively implement and enforce these guidelines?