



**Board of Riley County
Commissioners
Regular Meeting
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

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Review and sign Appraiser's Real Estate Sales Data Search Service Agreement and Contractual Provisions for Thomas Scaletty
4. Required Contractual Provisions Amendment- Terracon Geotechnical Engineering Services
5. Sign a Tax Roll Corrections
6. Sign Riley County Employee Action Form(s)
7. Discuss Policy Breakfast
8. Discuss Joint City/County/County Meeting Agenda
9. Intergovernmental Luncheon Agenda

Review Minutes

10. Board of Riley County Commissioners - Regular Meeting - Feb 10, 2025 8:30 AM

Review Tentative Agenda

11. Tentative Agenda

Press Conference Topics

12. Discuss Press Conference

9:00 AM

Bryant Parker, Counselor/Director of Administrative Services

13. Administrative Work Session
14. Executive session to discuss confidential legal advice regarding potential litigation issues

9:20 AM

Jacob Hansen, Deputy County Counselor

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

9:30 AM Katharine Hensler, Museum Director

- 16. January Staff Update

9:45 AM Jason Smith, Manhattan Area Chamber of Commerce

- 17. Economic development update

10:00 AM Diane Creek, Health Department Director

- 18. Health Department Staff Report
- 19. Child Care Licensing Overview

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

- 20. Monthly Cash Flow Report for January 2025
- 21. RHID Policy
- 22. CIP Reserve Discussion

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.



**COUNTY APPRAISER'S
OFFICE**
Agreement

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

COMMISSION AGENDA REPORT

FROM: Lisa McAdams

MEETING: February 13, 2025

SUBJECT: Review and sign Appraiser's Real Estate Sales Data Search Service Agreement and Contractual Provisions for Thomas Scaletty

PRESENTER: Anna Burson

POSSIBLE MOTION(S)

Move to approve Appraiser's Real Estate Sales Data Search Service Agreement and Contractual Provisions for Thomas Scaletty

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Scaletty (PDF)

REAL ESTATE SALES DATA SEARCH SERVICE AGREEMENT

This Real Estate Sales Data Search Service Agreement is made and entered into this 6 day of February, 2025, by and between Riley County, Kansas, a municipal government under the laws of the State of Kansas, by and through the County ("County"), the County Appraiser ("Appraiser") and Thomas Scaletty with its principal offices located at 8643 Hauser Ct #235, Lenexa, KS 66215 ("Member").

WHEREAS, Appraiser has developed an Internet site whereby persons authorized by K.S.A 79-1437f can access Riley County real estate sales information; and

WHEREAS, Appraiser has authority to enter into on-line access agreements to provide access to the forgoing records, and Appraiser accepts responsibility for daily management of this Agreement; and

WHEREAS, Member is an authorized person under K.S.A. 79-1437f and has requested access to the real estate sales data on the Appraiser's internet site, and desires to do so at a price sufficient to permit County to recover its costs of labor and material, as well as depreciation of equipment; and

WHEREAS, the County and Member desire to enter into an agreement for access to images of real estate sales data on the Appraiser's internet site.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the County and Member agree as follows:

1. **Services**

- 1.1. The County Agrees to provide on-line access to electronic images of Riley County real estate sales information to Member pursuant to the terms and conditions stated in the Agreement (the "Agreement"). Member shall access the images via Appraiser's web site ("web site") through the use of a user ID and password. The County will provide reasonable maintenance and support to the web site. No other services are provided under this Agreement. The images of real estate sales information provided through the Service will include the information obtained from the real estate sales validation questionnaires required by K.S.A. 79-1437c.
- 1.2. Member is responsible for establishing, providing and maintaining its own connection to Appraiser's web site.
- 1.3. Member acknowledges and agrees that the Appraiser's web site was developed by and is solely owned by the County and that it will remain the exclusive property of the County.

2. Fees and Payments

- 2.1. Member has two payment options for accessing the Appraiser's web site. The Member agrees to pay based on one form of access chosen below **(Check appropriate box)**.

☐ **Site license.** This allows unlimited Member employees access to Appraiser's web site. The annual charge is \$590.

☒ **Individual user license.** This allows a single user unlimited access to Appraiser's web site. The annual charge is \$200. If this option is chosen, each individual user who needs access will be required to pay for a license, for example; 2 users need access (2 x \$200 = \$400). **Each individual user will need to sign an Agreement.** (See 2.2 below)

Member agrees to pay the annual service fee on or before January 1 of each successive year.

Payment for the first calendar year of service is due in full upon signing of this Agreement, regardless of the date of the Agreement. All notices and payments shall be returned to:

**Riley County Appraiser's Office
110 Courthouse Plaza B302
Manhattan, KS 66502**

- 2.2. If a Member chooses the **Individual** user license option, but abuses the license option but shares (intentionally or accidentally) the username and password with other users, access to the Appraiser's web site will be suspended and will not be reinstated until a new Agreement, acceptable to County, is signed and an additional \$500 site license option is paid.
- 2.3. County expressly reserves the right to increase the fees set forth above, in its sole discretion. County shall provide to Member thirty (30) days advance written notice of any such increase and Member shall have the option of terminating the Agreement within the thirty (30) day notice period. County shall terminate service to Member on December 31 of the year the Member provides formal written notice to County to terminate agreement, if Member has paid annual service access fee for that calendar year. If Member provides formal written notice to terminate agreement after January 1, without payment of the annual service access for that year, County shall immediately terminate service.
- 2.4. Services may be reinstated to a terminated Member, at the sole discretion of County, following the signing of a new agreement and payment of the annual service access fee.

3. Illegal Provisions

- 3.1. If any provision of this Agreement shall be declared to be illegal, void, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected, but shall remain in full force and effect.

4. Interruption of Service

- 4.1. Appraiser's office shall make reasonable efforts to provide adequate and uninterrupted service under the terms hereof. However, Appraiser and County shall not be liable for interruption of service or delays in providing access to the information described herein. The images provided may not be true, complete and accurate. Member will indemnify and hold harmless hereunder Appraiser and County for any third party claims that the images hereunder were or are not true, complete or accurate. Periodic maintenance shall take place whenever deemed necessary at the sole direction of County, Appraiser, or the Information Systems department of County.

5. Member's Responsibilities and Certification

- 5.1. The receipt of data through the Appraiser's web site is a privilege, not a right and that the use or misuse of this information for unlawful purposes may result in the revocation of access of Member at any time.
- 5.2. The Member acknowledges and agrees that only those persons authorized by K.S.A. 79-1437f to access the service, including the data contained in the real estate sales validation questionnaires, because Member is one of the following persons or entities and will use the data for one of the following purposes **(Check all appropriate boxes)**.
- ☒ K.S.A. 79-1437f (d) appraiser licensed or certified pursuant to K.S.A. 58-4101 et seq., and amendments thereto, for appraisal or property and preparation of appraisal reports;
- ☐ K.S.A. 79-1437f (e) financial institutions for conducting appraisals as required by federal and state regulators;
- ☐ K.S.A. 79-1437f (i) a person licensed pursuant to the real estate brokers' and salespersons' act for purposes of fulfilling their fiduciary duties to clients and providing information on market value of property to clients.
- 5.3. Member agrees that its use of the service and of information obtained through the service will be solely for purposes authorized by K.S.A. 79-1437f and that the information obtained from the service will not be released, distributed, or exchanged with other persons or entities unless otherwise authorized by law.

- 5.4. If Member's status changes, K.S.A. 79-1437f is amended or repealed, or if for any other reason Member is no longer authorized under K.S.A. 1437f to access the contents of real estate sales validation questionnaires, Member shall immediately notify the County and this Agreement shall automatically terminate without further notice. There will not be a proration of fees in the event of termination prior to the end of the contract year.
- 5.5. Member is solely responsible for its activities hereunder. Member is also solely responsible for any unauthorized access or use, by means of Member's password, or username; and shall hold harmless and indemnify both the County and Appraiser for any claims made based on such unauthorized use or access. Member agrees that it will not act hereunder for any illegal purpose, in infringement or copyright, trademark, intellectual property or proprietary rights or laws, or in any manner or for any purpose that interferes with or disrupts other users, services, or equipment.
- 5.6. The County shall provide to Member a user ID and password accessing the information described herein. Member is solely responsible for managing its user ID and password. Member shall take all necessary and appropriate security measures to insure that Member's user ID and password is not disclosed to other persons or entities. Member shall not share, loan, assign, transfer, or release its user ID and password to any other person or entity.
- 5.7. The County reserves the right to take all reasonable and necessary steps to protect the security of Riley County data from account abuse, or if account security has been compromised.
- 5.8. Member agrees that it will not use the data and information obtained through the Service for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed in such data, nor will Member sell, give or otherwise make available to any person any list of names or addresses contained in or derived from such data for the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed. Member has read K.S.A. 45-220 (Attachment 'A') and K.S.A. 21-3914 (Attachment 'B') regarding the prohibition against using data for direct or indirect solicitation and agrees to comply with all applicable laws regarding use of the data and information obtained through the this Agreement.
6. **Disclaimer of Warranties**
- 6.1. The County shall operate and maintain that web site, contingent upon the County's network and equipment capacity, and connection availability. Member acknowledges and agrees that the County does not operate or control the internet, or the World Wide Web.

6.2. The County expressly disclaims any express or implied warranties, representations, or endorsements regarding any information, products, or services provided pursuant to this Agreement or through the web site. Member acknowledges and agrees that the web site is for informational purposes only. The information, products, or services provided pursuant to this Agreement or through the web site are provided on an “as is” and “as available” basis without warranties or any kind, express or implied, and including but not limited to warranties of title, no infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by the County’s employees, agents, or contractors shall create a warranty. Under no circumstances shall the County be liable for any direct, indirect, incidental, special, punitive, or consequential damages or losses that result from Member’s use of or inability to access any part of the web site or Member’s reliance on or use of information, products, or services provided on or through the web site or that result from mistakes, omissions, interruptions, loss, theft, or deletion of files, errors, defects, delays in operation or transmission, computer viruses, or any failure of performance.

7. **Termination**

7.1. The Agreement shall commence on the execution date of their contract and continue thereafter annually from January 1st of each year until termination by either part as provided herein. Either party may terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party. Upon submission of such notice, this Agreement shall terminate at the conclusion of the thirty-day notice period. There will not be a pro-ration of fees in the event of termination prior to the end of the contract year.

8. **Miscellaneous**

- 8.1. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein.
- 8.2. This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
- 8.3. Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing.
- 8.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
- 8.5. Member shall not assign, transfer, convey, sublet, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of the County.

MEMBERBOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

By (Print): _____ Thomas Scaletty _____

Signature: Thomas M. Scaletty, MAITitle: PartnerDate: 02/06/2025Phone Number: 913-669-3349Fax Number: 913-248-1701E-Mail: tom@mainlandvaluation.comEstimated # of Users: 1_____
Greg McKinley, ChairmanThomas
M.
Scaletty
, MAI

Digitally signed by Thomas
M. Scaletty, MAI
DN: cn=Thomas M. Scaletty,
MAI gn=Thomas M. Scaletty,
MAI c=US United States
l=US United States
o=Mainland Valuation
Services
e=tom@mainlandvaluation.co
m
Reason: I am the author of
this document
Location:
Date: 2025-02-06
12:59:06:00

Approved:

By: Anna Burson
Anna Burson, Riley County Appraiser

Date: 2/10/25

Attachment: Scaletty (15471 : Appraiser websit agreement with Thomas Scaletty)

Attachment A to “Contract” Between Riley County (hereinafter “County”), and
 ___Thomas Scaletty___ (hereinafter “Member”).

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the ___6___ day of _February_, 2025.

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, Member 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.** Member 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.** Member 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.

Attachment: Scaletty (15471 : Appraiser websit agreement with Thomas Scaletty)

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with its Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Member. In the event of such termination, County agrees to give written notice of termination to Member. With regard to equipment, leased or otherwise, provided to County under the contract, if lawful, County will pay to the Member all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by County, title to and possession of any equipment purchased by the County under contract, but not fully paid for, shall revert to Member at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Member.
6. **ANTI-DISCRIMINATION CLAUSE.**
In carrying out the Contract, Member shall comply with K.S.A. 44-1001 *et seq.*
- 6.1 Member 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.
- 6.2 In all solicitations or advertisements for employees, Member shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 6.3 If Member 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, Member shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 6.4 If Member 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, Member 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 Member shall include the provisions of paragraphs 6.1 through 6.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such sub Member of Member.
- 6.6 Parties to the contract understand that this paragraph number 6 is not applicable if Member employs fewer than four employees or if Member'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 Member thereby represents that such person is duly authorized by Member to execute the document on behalf of Member and Member agrees to be bound by the provisions thereof. Member 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 Member 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.*), Member shall bear the risk of any loss or damage to any personal property to which Member 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 Member shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Member 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 Member of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.

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

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

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

13. **PERSONNEL.**

13.1 Qualified Personnel. Member 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.

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

13.3 Employee Conflict of Interest. Member 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.

14. **PROHIBITION OF CONFLICTS OF INTEREST.**

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

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

B. Notice to Bidders. Requests for proposal or invitations for bid issued by Member 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.

15. **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.

16. **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.

17. **LICENSES AND PERMITS.** Member shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Member 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.
18. **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.
19. **MERGER/SALE/TRANSFER OF MEMBER ASSETS.** Member will notify County in writing at least thirty (30) calendar days in advance of Member's merger with any other business entity, or of any sale or other transfer of Member's assets to any other business entity. In the event of any such merger, sale or other transfer of Member assets, Member 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 Member assets. After such merger, sale or other transfer of Member assets, Member will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Member under this Contract.
20. **SURVIVABILITY.** All paragraphs and all subparts thereof shall survive termination of this Agreement.

Member Name

County

Thomas M. Scaletty, MAI

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____ Thomas Scaletty _____

By: _____
Greg McKinley, Chairman

Date: _____ 02/06/2025 _____

Date: _____

Thomas
M.
Scaletty,
MAI

Digitally signed by Thomas M. Scaletty, MAI
DN: cn=Thomas M. Scaletty, MAI gn=Thomas M. Scaletty, MAI c=US United States l=US United States o=Mainland Valuation Services e=tom@mainlandvaluation.com
Reason: I am the author of this document
Location:
Date: 2025-02-06 13:00:06:00

ATTEST:

Rich Vargo, County Clerk

Date: _____

Attachment: Scaletty (15471 : Appraiser website agreement with Thomas Scaletty)

Approved as to Form

By: _____
Bryant Parker, Riley County Counselor

Date: _____



Attachment: Scaletty (15471 : Appraiser websit agreement with Thomas Scaletty)

Thomas M. Scaletty, MAI

1. State Certification

State of Kansas Certified General Real Property Appraiser (G-1798) Exp. 6/30/2025

State of Missouri Certified General Real Property Appraiser (No. 2003012169) Exp. 6/30/2026

State of Iowa Certified General Real Property Appraiser (CG02784) Exp. 6/30/2025

State of Nebraska Certified General Real Property Appraiser (CG2017013R) Exp. 12/31/2026

2. Education

Bachelor of Arts in Organizational Communication, University of Kansas, 1995

Applicable Real Estate Coursework

National Uniform Standards of Professional Practice

Advanced Income Capitalization by the Appraisal Institute

Highest and Best Use Analysis by the Appraisal Institute

Advanced Applications by the Appraisal Institute

Business Practices & Ethics by the Appraisal Institute

Fundamentals of Separating Real Property, Personal Property & Intangible Business Assets by the Appraisal Institute

Tenant Credit Analysis by the Appraisal Institute

Subdivision Valuation by the Appraisal Institute

Apartment Appraisal, Concepts & Applications by the Appraisal Institute

Analyzing Distressed Real Estate by the Appraisal Institute

Litigation Appraising: Specialized Topics by the Appraisal Institute

3. Experience

1/06 – Present	Mainland Valuation Services, Shawnee, Kansas, Partner
8/04 – 12/05	Mainland Valuation Services, Shawnee, Kansas, Senior Appraiser
8/97 – 8/04	Mainland Valuation Services, Shawnee, Kansas, Associate Appraiser
4/96 - 8/97	Informix Software, Inc., Lenexa, Kansas, Sales Administrator
5/93 - 4/96	Mainland Valuation Services, Overland Park, Kansas, Appraiser's Assistant

4. Association Memberships

Designated MAI Member #426955, Appraisal Institute

Treasurer, Kansas City Chapter of Appraisal Institute 2007

Board of Directors, Kansas City Chapter of Appraisal Institute 2004-2006

Theta Chi Fraternity Alumni Chapter Advisory Board Member (Past)

Knights of Columbus

Committee Member - Boy Scouts of American Troop 93 – Shawnee, Kansas

5. Examples of Body of Work

Expert Witness Testimony

Multifamily Apartment (KS, MO, TX, AZ, CO, OK, TN, IN, OH, IA, IL, AR, MA, NM, NC, GA)

Retail Shopping Centers (Kansas, Missouri, Nebraska, Indiana, Iowa)

Appraisals & Market Studies on Residential Care Facilities (Kansas and Missouri)

Convenience Stores (Kansas and Missouri)

Single & Multiple Tenant Office Buildings (Kansas, Missouri, Iowa and Texas)

Hotels & Motels (Kansas and Missouri)

Vacant Land Tracts (Kansas and Missouri)

Single & Multiple Tenant Industrial Buildings (Kansas and Missouri)

Thomas M. Scaletty, MAI

Partner

Kansas | Nebraska | Missouri | Iowa

913.248.1703 (direct)

913.669.3349 (cell)

913.248.1700 (main)

tom@mainlandvaluation.com



Corporate – 8643 Hauser Court, Suite 235 - Lenexa, KS 66215

State of Kansas

Real Estate Appraisal Board

This is to certify that

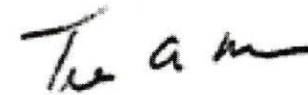
Thomas M. Scaletty

has complied with the provisions of the Kansas State Certified and Licensed Real Property Appraisers Act to transact business as a

Certified General Real Property Appraiser

in the State of Kansas

License #: G-1798
Effective date: 07/01/2024
Expiration date: 06/30/2025



KREAB Chairman





STATE OF IOWA
IOWA DEPARTMENT OF COMMERCE
PROFESSIONAL LICENSING AND REGULATION

This is to certify that the below named has been granted a certification
as: Certified General Appraiser.

Certification Number: CG02784 Expires: June 30, 2025

Status: Active

Thomas Matthew Scaletty
Mainland Valuation Services
8643 Hauser Court #235
Lenexa, Kansas 66215

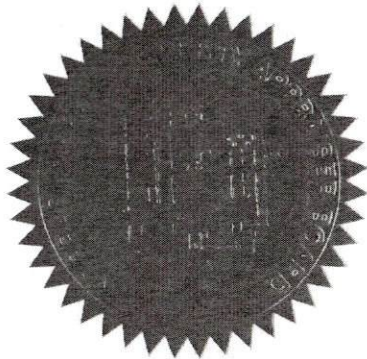
Attachment: Scaletty (15471 : Appraiser websit agreement with Thomas Scaletty)

STATE OF NEBRASKA
REAL PROPERTY APPRAISER BOARD
CERTIFIED GENERAL REAL PROPERTY APPRAISER
NOT TRANSFERABLE

THIS IS TO CERTIFY THAT

Thomas M. Scaletty

is duly certified to appraise property in the State of Nebraska as a Certified General Real Property Appraiser CG2017013R from the date hereof unless terminated by the Nebraska Real Property Appraiser Board and conditioned upon being renewed.



IN WITNESS WHEREOF, The Director of the Board has caused these presents to be signed and the official seal to be hereto affixed this 2nd day of March, 2017.


DIRECTOR



State of Nebraska Real Property Appraiser

Name: THOMAS M SCALETTY

Classification: Certified General Real Property Appraiser

Credential Number: CG2017013R

Current Credential

Effective Date: January 01, 2025

Expiration Date: December 31, 2026

Continuing Education Period: 2025-2026

Payment ID Number: 12487-2025

Credentialing Fee: \$550.00

ASC Appraiser Registry Fee: \$80.00

Next Credential

Renewal Due Date: November 30, 2026

Last Date for Renewal: June 30, 2027

Real Property Appraiser Principal Place of Business Contact Information

Business Name: MAINLAND VALUATION SERVICES

Street Address: 8643 HAUSER ST STE 235

City: LENEXA

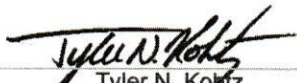
State: KS

Zip Code: 66215-4510

Phone: 913-248-1703

Email: TOM@MAINLANDVALUATION.COM

IN WITNESS WHEREOF, the Director of the Nebraska Real Property Appraiser Board has caused these presents to be signed. This real property appraiser credential is valid beginning on the date on which the credential was issued or renewed, unless canceled, surrendered, suspended, or revoked. This information is true and accurate as of December 23, 2024


Tyler N. Kohz

State of Nebraska Real Property Appraiser Board
301 Centennial Mall South, First Floor
PO Box 94963
Lincoln, NE 68509-4963
<https://appraiser.ne.gov/>
nrpab.credentialing@nebraska.gov
402-471-9015

This document serves as the credentialing card notifying a real property appraiser of their status in Nebraska.

Attachment: Scaletty (15471 : Appraiser websit agreement with Thomas Scaletty)



Aspen American Insurance Company
Insurer (Referred to below as the "Company")

499 Washington Boulevard, 8th Floor

Jersey City, NJ 07310

877-245-3510

APPRAISAL, VALUATION AND PROPERTY SERVICES

PROFESSIONAL LIABILITY INSURANCE POLICY



LIA Administrators & Insurance Services

Company's Program Administrator:

LIA Administrators & Insurance Services

1600 Anacapa Street

Santa Barbara, CA 93108

800-334-0652

DECLARATIONS

Date Issued: 4/9/2024

Policy Number: AAI000792-10

Previous Policy Number: AAI000792-09

THIS IS A **CLAIMS** MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 118996 Named Insured : MAINLAND VALUATION SERVICES 8643 Hauser Court #235 Lenexa, KS 66215	
2. Policy Period: From: 05/07/2024 To: 05/07/2025 12:01 A.M. Standard Time at the address stated in 1 above.	
3. Deductible: \$1000 Each Claim	
4. Retroactive Date: 05/07/1993	
5. Inception Date: 05/07/2015	
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$2,000,000 Aggregate	
7. Covered Professional Services (as defined in the Policy and/or by Endorsement):	
Real Estate Appraisal and Valuation:	Yes ☒ No ☐
Residential Property:	Yes ☒ No ☐
Commercial Property:	Yes ☒ No ☐
Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit):	Yes ☒ No ☐ (If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes ☐ No ☒
Machinery and Equipment Valuation:	Yes ☐ No ☒
Personal Property Appraisal:	Yes ☐ No ☒ (If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes ☐ No ☒ (If "yes", added by endorsement)
8. Report Claims to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa Street, Santa Barbara, CA 93102-1319	
9. Annual Premium: \$2,430.00	
10. Forms attached at issue: LIA002 (04/19) LIA KS (05/19) LIA012 (06/22) LIA018 (05/19) LIA021 (02/22) LIA164 (05/19) LIA165 (05/19) LIA169 (12/21)	

This Declarations page, together with the completed and signed Policy Application including all attachments and thereto, and the Policy shall constitute the contract between the Named **Insured** and the Company.

04/09/2024

Date

By

Authorized Representative

Appraisal, Valuation and Property Services Professional Liability Insurance Policy

Named Insured: MAINLAND VALUATION SERVICES

Policy Number: AAI000792-10

Effective Date: 05/07/2024

Customer ID: 118996

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED PROFESSIONALS ENDORSEMENT

This endorsement modifies insurance provided under the following:

APPRAISAL, VALUATION AND PROPERTY SERVICES PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section IV. **DEFINITIONS (I) "Insured"** is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named **Insured**:

Name	Coverage Effective Date
Gerald R. Maier	05/07/2024
Thomas M. Scaletty	05/07/2024
Zachary Clark	05/07/2024

All other terms, conditions, and exclusions of this Policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2024

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

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

PRODUCER Prime Insurance Agency LLC 9601 NE Barry Rd Ste 120 Kansas City, MO 64158		CONTACT NAME: Kaitlyn Denny PHONE (A/C, No, Ext): (816)479-0595 FAX (A/C, No): (816)479-0285 E-MAIL ADDRESS: kaitlyn@piakc.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford NAIC # 29424	
		INSURER B: Hartford NAIC # 30104	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 00007611-373181

REVISION NUMBER: 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		37SBAIB3501	01/16/2024	01/16/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37WECBP8343	01/16/2024	01/16/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

4144 - BRE Retail Residual Owner 6 LLC and Brixmor Property Group, Inc. are included as Additional Insureds in accordance with the policy provisions of the Commercial General Liability policy listed on this Certificate. Commercial General Liability policy is written on an occurrence basis and 4144 - BRE Retail Residual Owner 6 LLC and Brixmor Property Group, Inc. are included as Additional Insureds on a primary and non-contributory basis with a waiver of subrogation in Additional Insureds favor. Umbrella, if any, to follow form.

CERTIFICATE HOLDER

CANCELLATION

4144- BRE Retail Residual Owner 6 LLC and Brixmor Property Group Inc.- Tenants c/o Risk Toolbox Inc.
 450 Lexington Ave
 Floor 13
 New York, NY 10017

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

AUTHORIZED REPRESENTATIVE

(KMD)

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PUBLIC WORKS
Amendment

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 13, 2025

SUBJECT: Required Contractual Provisions Amendment- Terracon Geotechnical Engineering Services

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

RECOMMENDATION(S)

Staff recommends approving the updated contractual provisions attachments for Terracon.

POSSIBLE MOTION(S)

Move to sign and approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Required Contractual Provisions Amendment Terracon (PDF)
- Agreement for Geotechnical Engineering Services_Terracon_081023 (PDF)

REQUIRED CONTRACTUAL PROVISIONS AMENDMENT TO AGREEMENT FOR SERVICES

THIS REQUIRED CONTRACTUAL PROVISIONS AMENDMENT (“Contractual Provisions Amendment”) to the Agreement For Services (“Agreement”) between the Riley County Board of County Commissioners (“Client”) and Terracon Consultants, Inc. (“Consultant”) for Services to be provided by Consultant for Client on the University Park Lagoons project (“Project”), as described in Consultant’s Proposal dated 07/13/2023 (“Proposal”), is made and entered into this _____ day of _____, 2025 (“Amendment Effective Date”).

WITNESSETH:

WHEREAS, the parties entered into the Agreement for Consultant to provide geotechnical engineering Services for the Project, by Consultant executing the Agreement on July 13, 2023 and Client executing the Agreement on August 10, 2023; 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

- 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.

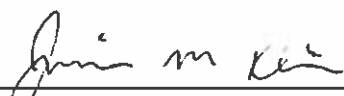
EXECUTED by the parties to be effective as of the Amendment Effective Date listed above.

Contractor

County

TERRACON CONSULTANTS, INC.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: 

Print Name: Jamie Klein, P.E.
Title: Principal

By: _____

Greg McKinley, Chairman

1/30/2025

Date

Date

ATTEST:

(seal)

Rich Vargo, County Clerk

Approved as to Form

By: 

Bryant Parker
Riley County Counselor

KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

Attachment: Required Contractual Provisions Amendment Terracon [Revision 1] (15400 : Contractual Provisions Amendment- Terracon)

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

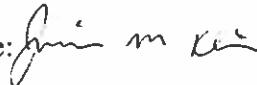
During the performance of this contract, the contractor agrees as follows:

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:
TERRACON CONSULTANTS, INC.

Municipality:
Riley County

Contractor's Signature: 
Jamie Klein, P.E.

SRF Project No.: C20 3098 01

Title: Principal Date: 1/30/2025



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.

Jamie Klein, P.E., Principal

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

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 by law.
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:

TERRACON CONSULTANTS, INC.

Municipality:

Riley County

Contractor's Signature:

Jamie Klein, P.E.

SRF Project No.: C20 3098 01

Title: Principal Date: 1/30/2025

Attachment to Agreement for Services ("Contract") Between the
Riley County Board of County Commissioners (hereinafter "County"),
and Terracon Consultants, Inc. (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.~~

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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.

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- 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

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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.

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- ~~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

TERRACON CONSULTANTS, INC.

By: *Jamie Klein*
Name: Jamie Klein, P.E., Principal

1/30/2025

Date

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
Greg McKinley, Chair

Date

ATTEST: _____ (seal)

Rich Vargo, County Clerk

Approved as to Form

By: *Bryant Parker*
Bryant Parker
Riley County Counselor



1120 Hostetler Drive
Manhattan, Kansas 66502
P (785) 539-9099
Terracon.com

July 13, 2023

Riley County Board of County Commissioners
c/o SMH Consultants, Inc.
2017 Vanesta Pl.
Manhattan, Kansas

Attn: Mr. Todd Anderson
P: (785) 776-5041
E: tanderson@smhconsultants.com

RE: Proposal for Geotechnical Engineering Services
University Park Lagoons
Near Redbud Dr. and Lakeview Dr.
Manhattan, Kansas
Terracon Proposal No. PC6235036

Dear Mr. Anderson:

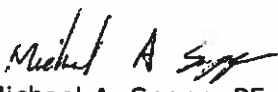
We appreciate the opportunity to submit this proposal to Riley County Board of County Commissioners (Client) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

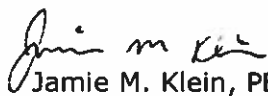
Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Terracon will perform the Scope of Services described in this proposal for a lump sum fee of \$11,850. Exhibit C includes details of our fees, consideration of additional services, and a general breakdown of our anticipated schedule.

To authorize Terracon to proceed in accordance with this proposal, please sign and return a copy of the attached Agreement for Services via email to Michael.Snapp@terracon.com.

Sincerely,
Terracon


Michael A. Snapp, PE
Geotechnical Engineer


Jamie M. Klein, PE
Senior Associate

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Riley County Board of County Commissioners ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the University Park Lagoons project ("Project"), as described in Consultant's Proposal dated 07/13/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**By:  Date: **7/13/2023**Name/Title: **Jamie M. Klein, P.E. / Senior Associate**Address: **1120 Hostetler Dr
Manhattan, KS 66502-5062**Phone: **(785) 539-9099** Fax: **(785) 539-4437**Email: **Jamie.Klein@terracon.com**Client: **Riley County Board of County Commissioners**By:  Date: **8-10-23**Name/Title: **Kathryn Focke, Chair**Address: **110 Courthouse Plaza
Manhattan KS 66502**Phone: **(785) 535-6202** Fax: **(785) 537-6399**Email: **kfocke@rileycountyks.gov**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by SMH Consultants and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are noted below. We request SMH Consultants and the Client verify this information before we mobilize to perform the field exploration.

Planned Construction

Item	Description
Information Provided	Our understanding of the project is from conversations and email correspondence with SMH Consultants and provided Site Aerials with project boundaries outlined.
Project Description	The project will include the construction of a two-celled lagoon with two potential site locations. We understand the non-discharging facility will have a maximum 5-foot operating depth and maximum seepage rate of ¼ inch/day. However, we understand the seepage rate is desired to be between 1/10 and 1/4-inch per day.
Grading/Slopes	We anticipate between 10 to 20 feet of cuts/fills will be required to achieve final grade of the lagoon and we assume that permanent slopes will be no steeper than 3H:1V (Horizontal to Vertical).
Below-Grade Structures	We anticipate some below grade structures such as, control valves, vaults, etc. will be constructed as part of this project.

Site Location and Anticipated Conditions

Item	Description
Project Location	The project is located west of the intersection of Redbud Drive and Lakeview Drive in the University Park subdivision located about 15 miles northwest of Manhattan, Kansas. Latitude/Longitude: 39.3686, -96.7178 (approximate) See Exhibit D – Site Location
Existing Improvements	The general area of the project is improved with existing residential structures and streets. The immediate project site is currently an undeveloped area of the subdivision and appears that Site 2 may be utilized as a quarry/borrow source.

Proposal for Geotechnical Engineering Services

University Park Lagoons | Manhattan, Kansas

July 13, 2023 | Terracon Proposal No. PC6235036



Item	Description
Current Ground Cover	Short grass, lightly to moderately vegetated and bare ground.
Existing Topography	Based on Google Earth we understand Site 1 slopes down from the center outward with elevations ranging from about 1,310 feet to 1,300 feet and Site 2 slopes downward from the south to the north into the quarry/borrow source from an elevation of about 1,275 feet to 1,250 feet.
Site Access	We expect the site, and all exploration locations, are accessible with our ATV-mounted or track-mounted drilling equipment.
Expected Subsurface Conditions	Based on our experience in the vicinity of this site, we anticipate the subsurface conditions likely consist of variable plasticity clay soils, underlain by relatively shallow bedrock. Due to the previous development of the site, we anticipate existing fill will also be encountered.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by SMH Consultants, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
6	20 to 30	Within Site 1
5	20 to 30	Within Site 2

1. Borings will be advanced to the proposed depths unless practical auger refusal occurs at shallower depths. Upon encountering bedrock and refusal conditions, select borings will utilize rock core sampling.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment and reference existing site features to locate borings with an estimated horizontal accuracy of ± 20 feet. If available, approximate ground surface elevations will be obtained by interpolation from a site specific, surveyed topographic map. In the absence of site-specific topographic information, elevations will be obtained by the drill crew using a level and grade rod and referencing an available temporary benchmark or estimated using Google Earth.

Subsurface Exploration Procedures: We will advance the borings with a track-mounted or ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions) and/or rotary wash boring techniques. Three to four samples will generally be obtained in the upper 10 feet of each boring, and samples will be obtained at depth intervals of about 5 feet thereafter. Soil sampling will be performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel sampler will be driven in accordance with standard penetration test (SPT) procedures. In addition, bulk samples will be obtained from auger cuttings within the upper 10 feet of each boring for each change of soil type. We will transport the samples to our laboratory for observation, testing, and classification.

Upon encountering bedrock, rock will be sampled using split-barrel sampling procedures. If refusal-to-drilling conditions are encountered, select borings will be extended into the



rock by N-series rock coring procedures. Water will be used as a drilling fluid for rock coring, and the spent water will be discharged on site

Our exploration team will prepare field boring logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples. In addition, we will observe and record groundwater levels in the boreholes while auger drilling and at the completion of drilling.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property as a result of our exploration activities. However, in the normal course of our services, some disturbance (such as rutting of the ground surface and damage to landscaping) could occur.

We will backfill the borings with auger cuttings and bentonite chips after completion of drilling. Excess auger cuttings will be disposed of on the site by spreading in the vicinity of the boreholes. Because backfill material often settles below the surface after a period, the site owner should observe the boreholes periodically and backfill them, if necessary. We can provide this service or grout the boreholes for additional fees at your request. Terracon's scope of services does not include any responsibility for future maintenance or backfilling of the boreholes.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our boring logs.

Terracon will contact the Kansas one-call system to locate utilities in public easements. Location of private lines is not included in the one-call locate. The site owner should locate and mark all private utilities before we mobilize to perform the field exploration. Terracon is not responsible for damage to any utilities (public or private) incorrectly marked or not marked by others.

Site Access: Terracon must be granted access to the site by the property owner. If the client accepts this proposal, we will consider that the client has obtained authorization from the owner for Terracon to access the property and conduct the field exploration. Our proposed fees do not include negotiation and coordination of access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review the field data and assign laboratory tests. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content (55 budgeted)
- Dry unit weight (11 budgeted)
- Atterberg limits (4 budgeted)
- Unconfined compressive strength (11 budgeted)
- Standard Proctor (2 budgeted)
- Remolded falling head hydraulic conductivity (2 budgeted)

Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS). If rock samples are obtained, they will be classified using locally accepted practices for engineering purposes.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
 - Stratification based on visual soil (and rock) classification
 - Groundwater levels observed during and at the completion of drilling
- Site Location Plan and Exploration Plan
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork considerations including site preparation, fill materials, and compaction requirements
- Lagoon liner recommendations and considerations
- Lateral earth pressure parameters and drainage recommendations for below-grade walls

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to

Proposal for Geotechnical Engineering Services

University Park Lagoons | Manhattan, Kansas

July 13, 2023 | Terracon Proposal No. PC6235036



have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning: Proposal information, schedule, and anticipated exploration plan
- Site Characterization: Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When our services are complete, we will upload a printable version of our completed report. Previous submittals, collaboration, and the report will be maintained in our system. This will allow future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task No.	Task	Lump Sum Fee ³
1	Subsurface Exploration ¹	\$6,800
2	Laboratory Testing ²	\$3,400
3	Geotechnical Report	\$1,650
	Total	\$11,850

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$1,750 would be invoiced. A drill crew standby rate of \$325 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.
3. If required, additional Proctor Tests will be billed at \$160/each and Remolded Falling Head Tests will be billed at \$325/each.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of damage to existing landscaping, etc. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services and fee.

If we encounter conditions that will require a revision to our scope of services or will result in higher fees, we will contact you and obtain your approval prior to initiating these services. If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.

We are available to confer with the client after submittal of our report. Consultation is beyond the scope of this proposal and would be charged at \$135 per hour for a Staff or Project Engineer, \$185 per hour for a Senior Engineer, and \$225 per hour for a Principal or Senior Consultant.



Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2, 3}
Project Planning	3 business days after notice to proceed
Completion of Field Program	3 to 5 weeks
Geotechnical Engineering Report	5 to 7 weeks

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.
3. The schedule for public utility locates is not controlled by Terracon. Although most statewide one-call systems are required to locate/mark public utilities within 2 business days after receipt of a locate request, it has been our experience that up to 7 business days may be required to complete these locates.

Exhibit D – Site Location



Exhibit E – Anticipated Exploration Plan





**COUNTY CLERK &
ELECTIONS**
Tax Roll Correction

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

COMMISSION AGENDA REPORT

FROM: Joe Godown
MEETING: February 13, 2025
SUBJECT: Sign a Tax Roll Corrections
PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to approve the Tax Roll Corrections.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 02-13-25 Tax Roll Corrections (PDF)

TAX ROLL CORRECTION
REAL ESTATE

Printed by JGODOWN 2025/02/07

Taxpayer ID TAIL0002
Owner ID TAIL0002Control # 2025000040Tax Year 2024
Tract # 852001

TAILWIND MANHATTAN LLC

CAMA # 211-01-0-30-01-018-00-0-01UNIVERSITY COMMONS
UNIT 2 LOT 1530 SOUTH FRONT ST
STE 100
MANKATO, MN 56001-3850TU 2 Manhattan City
Parcel 104840
USD 383Property Address 2215 COLLEGE AVE

APPRAISER SECTION (Value)

2025/02/07 JGODOWN APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	5151520	12524780	17676300

Total	5151520	12524780	17676300
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Assessed Prior to Correction:

RU	592425	1440350	2032775
----	--------	---------	---------

Total	592425	1440350	2032775
SB41	8625		

Appraised After Correction:

CL	Land	Imp	Total
RU	5151520	10848480	16000000

Total	5151520	10848480	16000000
-------	---------	----------	----------

Assessed After Correction:

RU	592425	1247575	1840000
----	--------	---------	---------

Total	592425	1247575	1840000
SB41	8625		

Net Change	1676300-
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Net Change	1676300-
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Net Change	192775-
------------	---------

Total	192775-
SB41	

CLERK SECTION (Tax)

2025/02/07 JGODOWN ORDER PRINTED

Tax Prior to Correction:

Levy 152.66600	Gen Tax	310335.64
	SB41 \$	172.50
SB41 Tax Dollars		310163.14

Tax After Correction:

Levy 152.66600	Gen Tax	280905.44
	SB41 \$	172.50
SB41 Tax Dollars		280732.94

Net Change	29430.20-
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Net Change	29430.20-
------------	-----------

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

192775-

Applicable Mill Levy

152.66600

Net Change in Levied Tax Dollars

29430.20-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code TP TAX PROTEST

Rate 7.00%

Tax Statement # 29196

Comments FUP Adjustment Per Appraiser

Net Change in Total Tax Dollars

29430.20-

Owner TAIL0002

TAILWIND MANHATTAN LLC

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

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: 02-13-25 Tax Roll Corrections (15472 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by JGODOWN 2025/02/07

5.a

Taxpayer ID DEJE0002
Owner ID DEJE0002

Control # 2025000042

Tax Year 2024
Tract # MA00474B1

DEJESUS, HUGO B
ANDREA C DEJESUS-BRITT
1374 COLLINS LN

CAMA # 204-19-2-00-00-024-00-0-01

19-10-8 LOTS 7, 8,
19 & 21 IN WEST PART
LESS TRACTS

TU 130 Manhattan Township
Parcel 3740
USD 383

MANHATTAN, KS 66502-9511

Property Address 1516 COLLINS LN 1374

APPRAISER SECTION (Value) 2025/02/07 JGODOWN APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
AR	47760	110460	158220
CR	1330	191210	192540
FR	12440	119680	132120

Total 61530 421350 482880

Assessed Prior to Correction:

AR	CR	FR
14328	333	1431
27615	47803	13763
41943	48136	15194

Total 16092 89181 105273
SB41 8625

Appraised After Correction:

CL	Land	Imp	Total
AR	41800	301670	343470
FR	12440	119680	132120

Total 54240 421350 475590

Assessed After Correction:

AR	FR
12540	1431
75418	13763
87958	15194

Total 13971 89181 103152
SB41 8625

Net Change
185250
60420-
132120-

7290-

Net Change

46015
32942-
15194-

Total 2121-
SB41

CLERK SECTION (Tax)

2025/02/07 JGODOWN ORDER PRINTED

Tax Prior to Correction:

Levy	Gen Tax	SB41 \$	SB41 Tax Dollars
114.32600	12035.46	172.50	11862.96

Tax After Correction:

Levy	Gen Tax	SB41 \$	SB41 Tax Dollars
114.32600	11792.96	172.50	11620.46

Net Change

242.50-
242.50-

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

Applicable Mill Levy

Net Change in Levied Tax Dollars

Net Change in SB41 Exemption

Net Change in Total Tax Dollars

2121-

114.32600

242.50-

242.50-

Type of Correction DECREASE

Correction Code TP TAX PROTEST

Tax Statement # 13373

Comments PUP Adjustment Per Appraiser

Rate 7.00%

Owner DEJE0002
DEJESUS, HUGO B

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

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: 02-13-25 Tax Roll Corrections (15472 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by JGODOWN 2025/02/07

Taxpayer ID MGR0009
Owner ID MGR0009

Control # 2025000041

Tax Year 2024
Tract # R310561

MCGRAW, JOSEPH D ET UX

CAMA # 218-27-0-00-00-012-01-0-01

STAGG HILL BUSINESS
COMMUNITY LOT 1

2130 MACKINTOSH CT

TU 130 Manhattan Township
Parcel 1911

MANHATTAN, KS 66503-2625

USD 383

Property Address 4699 STAGG HILL RD

APPRAISER SECTION (Value) 2025/02/07 JGODOWN APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
CR	78050	585740	663790

Total	78050	585740	663790
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Assessed Prior to Correction:

CR	19513	146435	165948
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Total	19513	146435	165948
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SB41

Appraised After Correction:

CL	Land	Imp	Total
CR	78050	312930	390980

Total	78050	312930	390980
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Assessed After Correction:

CR	19513	78233	97746
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Total	19513	78233	97746
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SB41

Net Change	272810-
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Net Change	68202-
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Total	68202-
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SB41

CLERK SECTION (Tax)

2025/02/07 JGODOWN ORDER PRINTED

Tax Prior to Correction:

Levy 114.32600	Gen Tax	18972.18
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SB41 Tax Dollars	18972.18
------------------	----------

Tax After Correction:

Levy 114.32600	Gen Tax	11174.92
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SB41 Tax Dollars	11174.92
------------------	----------

Net Change

Net Change	7797.26-
------------	----------

Net Change	7797.26-
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TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

Applicable Mill Levy	114.32600
Net Change in Levied Tax Dollars	7797.26-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code TP TAX PROTEST Rate 7.00%

Tax Statement # 21864

Comments PUP Adjustment Per Appraiser

Net Change in Total Tax Dollars

7797.26-

Owner MGR0009

MCGRAW, JOSEPH D ET UX

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

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: 02-13-25 Tax Roll Corrections (15472 : Tax Roll Corrections)



**COUNTY CLERK &
ELECTIONS**
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: February 13, 2025

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2025-02 PW JCampbell EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: James Campbell**Status Change Date:** 02/11/2025**Status Change:** New Hire**Date of Hire:** 02/14/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Parks and Grounds Tech I**Position Type:** Regular Full Time**Pay Range:** Range 4**Pay Type:** Hourly**Base Rate:** \$18.21**Annualized Pay:** \$37,876.80**Funds Codes:** 1- General/ 40- Public Works**Supervisor:** Jeff Martinez**Department Head:** John Ellerman

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2025-02 PW JCcampbell EAF (15477 : Employee Action Form (Green Sheet))



AGENDA

JOINT CITY/COUNTY/COUNTY MEETING
 Riley County Board of Commission Chambers
 Courthouse Plaza East Building
 115 North 4th Street
 Manhattan, KS 66502

Thursday, February 20, 2025
 4:00 P.M.

1. US-24 Corridor Study and MOU (Jared Tremblay, Planning Manager, MPO)



This meeting is being held in the Riley County Board of County Commission Chambers at Courthouse Plaza East Building, 115 N. 4th Street. In accordance with provisions of the ADA, every attempt will be made to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.



COUNTY CLERK & ELECTIONS
Meeting Agenda

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

MEMORANDUM

FROM: Cindy Kabriel
MEETING: February 13, 2025
SUBJECT: Intergovernmental Luncheon Agenda
PRESENTER: Rich Vargo, County Clerk

Enclosures:

- 02-24-25 INTERGOVERNMENTAL LUNCHEON AGENDA (DOCX)



INTERGOVERNMENTAL LUNCHEON

Monday, February 24, 2025
12:00-1:00 p.m.

Rockin K's
1880 Event Space
1880 Kimball Avenue
Manhattan, KS

AGENDA

- I. Gather and luncheon (11:30 a.m. – 12:00 p.m.)
- II. Convene and Introductions
- III. Agenda Topics
 - A. Valuations – Anna Burson, Riley County Appraiser
 - B. Fake Patty's Day – Erin Freidline, RCPD Deputy Director and Major Scott Hajek, RCPD Chief of Patrol
- IV. Legislative Items of Interest
- V. Miscellaneous Discussion Items and Announcements
- VI. Discussion about Potential Agenda Topics for Next Meeting
 - A. aTa Bus – Anne Smith, aTa Bus Director
- VII. Next Meeting Date: Monday, March 24, 2025
- VIII. Adjournment

For those who have RSVP'd for lunch, food will be served starting at 11:30 a.m.

Payments will be collected on site by Rockin K's.



**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 (15453 : 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 (15453 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
February 24, 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**
- Review Minutes**
- Press Conference Topics**
- Review Tentative Agenda**
- 9:00 AM** **Michael Rezkella, Pawnee Mental Health Services Director**
1. Pawnee Mental Health Services update
- 9:30 AM** **Press Conference**
- 9:50 AM** **Amanda Webb, Planning/Special Projects Director**
2. Comprehensive Plan update
- 10:10 AM** **Bryant Parker, Counselor/Director of Administrative Services**
3. Administrative Work Session
- 10:30 AM** **Megan Lewis, Community Corrections Director**
4. Staff update
- 12:00 PM** **Intergovernmental Luncheon**
- Adjournment**

Attachment: 02-24-25 tentative agenda (15453 : Tentative Agenda)

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: 02-24-25 tentative agenda (15453 : Tentative Agenda)



**COUNTY
COUNSELOR/ADMINISTRATIVE SERVICES**
Contract

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

COMMISSION AGENDA REPORT

FROM: Jana Chingway, Office Manager

MEETING: February 13, 2025

SUBJECT: Contract for Attorney Fees for Guardian Ad Litem and Military Attorney for Tax Foreclosure Case

PRESENTER: Jacob Hansen, Deputy Riley County Counselor

BACKGROUND

Tax foreclosure statutes require the appointment of an attorney to represent defendants who are minors, incompetent persons or are otherwise under legal disability and to provide representation for defendants who are now or have been in the military.

DISCUSSION

This attorney provides a service that is essential for a successful tax foreclosure case. We have asked Summer Ott Dierks of Dierks Law Firm to provide this service.

Ms. Dierks will represent any taxpayer who is incompetent or otherwise under legal disability, both active and active military service, and minor heirs of any deceased taxpayer. Additionally, she will conduct an independent investigation to attempt to contact those taxpayers with no known address. This investigation, along with our office's separate investigation, guarantees that every reasonable effort has been made to locate the taxpayer.

FISCAL IMPACT

The guardian ad litem and active military service representation is budgeted for \$750.00 (5 hours at \$150.00 per hour).

RECOMMENDATION(S)

Counsel recommends approving the contract as presented.

POSSIBLE MOTION(S)

- A. "Move to approve Contract for Attorney Fees as submitted."
- B. "Move to deny Contract for Attorney Fees as submitted."
- C. "Move to approve Contract for Attorney Fees after the following changes are made..."

Enclosures:

- Contract for Attorney's Fees (signed copy) (PDF)

CONTRACT FOR ATTORNEY'S FEES

THIS AGREEMENT, made and entered into this 5th day of February 2025, by and between the Board of County Commissioners of Riley County, Kansas, hereinafter referred to as "County" and attorney Summer Ott Dierks, Dierks Law Firm, Manhattan, Riley County, Kansas, hereinafter referred to as "Attorney."

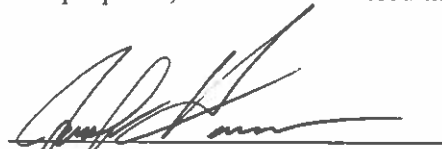
WITNESSETH, that for consideration, hereinafter mentioned, to be paid by the County to the Attorney and the services provided to the County by the Attorney, the parties have mutually agreed as follows:

ARTICLE 1. Attorney agrees to perform guardian ad litem representation for Defendants who are minors, incompetent persons or are otherwise under legal disability; and further agrees to provide representation for Defendants who are now or have been in the military service of the United States of America as defined by the Service Members Civil Relief Act, as such services are required in the County's tax foreclosure case entitled Board of Commissioners of Riley County, Kansas v. Anderson, Clifford E., et al., Riley County Case Number RL-2025-CV-000017.

ARTICLE 2. For Attorney's Guardian Ad Litem and Service Members Civil Relief representation, the County shall pay the Attorney \$750 attorney's fees which are calculated at 5 hours of representation at \$150.00 per hour. If Attorney's representation exceeds 5 hours, Attorney may request additional fees from the Board of County Commissioners upon presentation of an itemized time record.

Attachment: Contract for Attorney's Fees (signed copy) (15466 : Contract for Attorney Fees)

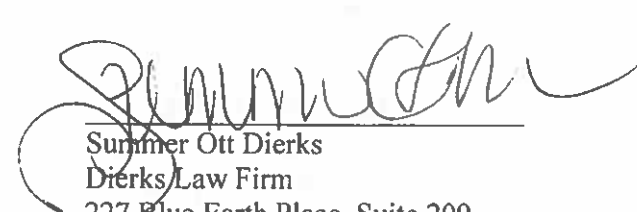
IN WITNESS WHEREOF, the County and Attorney, respectively have caused this contract to be duly executed, the day and year first herein written; copies of which, for all intents and purposes, shall be considered the original.



Jacob A. Hansen
Deputy Riley County Counselor
115 N. 4th Street, 3rd Floor West
Manhattan, KS 66502

Date

2/5/2025



Summer Ott Dierks
Dierks Law Firm
227 Blue Earth Place, Suite 209
Manhattan, KS 66502

Date

1/31/2025

Attachment: Contract for Attorney's Fees (signed copy) (15466 : Contract for Attorney Fees)



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

STAFF REPORT

FROM: Katharine Hensler, Museum Director

MEETING: February 13, 2025

SUBJECT: January Staff Update

PRESENTER: Katharine Hensler, Museum Director

Riley County Historical Museum - Director's Report

February 13, 2025

1. Visitation and Tours:

Site Name	NOV 2024	DEC 2024	JAN 2025
Museum	183	173	73
Goodnow House	49	46	8
Wolf House	27	19	5
Pioneer Log Cabin	0	0	0
Programs & Outreach	201	47	12
TOTAL	460	285	98

Volunteer Hours	NOV 2024	DEC 2024	JAN 2025
General	51	44.5	36.5
RCHS Board of Directors	42.5	35	46.5
Community Service	24.5	35.5	0
TOTAL	118	115.0	83.0

2. Education and Outreach

January 1 through February 7 - Closed to the public for renovation and exhibit change-out

January 16 - Director Hensler provided a presentation to the Silver Creek Beneficiary Club (Keats) about the new exhibits (12 attended)

January 17 - Director Hensler and Curator Highsmith appeared on KSNT for a short interview concerning the new exhibits.

January 22 - Director Hensler and Curator Highsmith conducted an interview and tour with Manhattan Mercury reporters concerning the new exhibits.

February 7, 8 - Exhibit reopening activities: Members' opening (Feb 7 - 119 attended); Public opening (Feb 8 - 31 attended/Feb 9 - 6 attended [Superbowl Sunday])

3. Collections:

Collections Numbers	NOV 2024	DEC 2024	JAN 2025
Number of Collections Donated	2	0	1
Individual Objects Donated	14	0	4
Backlogged Collections Processed	9	12	5
Backlogged Objects Processed	27	79	16
Objects Deaccessioned	0	0	0

4. Archives and Library - Curator Farrens has been focusing on cleaning up and organizing the library and archival spaces while the research team of four (two staff, two volunteers) manage the research requests.

Library and Archives Requests	NOV 2024	DEC 2024	JAN 2025
Research (external)	7	5	4
Research (internal)	0	0	0
In-Person Appointments	0	0	0
Walk-In Appointments	0	0	0
TOTAL	7	5	4

5. Building and Grounds -The Museum was closed to public throughout the month of January as staff and volunteers installed all new exhibits and managed space renovations. During this time, maintenance was rebuilding each light fixture in the gallery track lighting and installing new LED bulbs. Half of this project has been completed, and the other side is still in progress. The portion that has been completed offers a noticeable improvement and we have received a number of compliments from guests who have appreciated the enhanced lighting. Thank you to Jerry Howard for working on the system for us.

Upon moving the exhibit platforms and walls from 1977 and 1986, it was found that the floors of the galleries are in rather poor condition. Staff are working on some solutions at this time. For the short term, this may simply require the use of rugs and mats.

Economy Electric conducted a walkthrough with Museum and Public Works staff to evaluate the lighting situation in the permanent/temporary storage and the library. At this time, we are waiting on the estimate from them.

The front portico of the museum was repainted and repaired through funding by the Riley County Historical Society.

6. **Staffing** - All staff members of the RCHM did an outstanding job with this new exhibit installation and we would like to issue a formal thank you to each of them for their hard work, cooperation, and dedication for ensuring a great experience for our guests.

An all-staff training session was held during the closure to go over policy, procedure, expectations, and getting to know their fellow team members prior to the exhibit's new opening. There was 100% attendance to this training.

7. **Riley County Historical Society** - The RCHS is in the process of hiring their own administrative manager who will handle their society responsibilities. These tasks have fallen to the RCHM Director for years, and according to their bylaws and charter, that should not have occurred. This is a great step of progress for them and Director Hensler is supporting them along the way. Hensler will assist in the training of the successful candidate. They are currently reviewing applications. The position listing can be found at: <https://www.rileychs.org/work-for-us.cfm> and will be open until March 1, 2025. The goal is to have someone hired by April 1, 2025.

8. **Upcoming Events**

February 26 - **Historic Preservation Summit: Preserving Historic Cemeteries**, 6-8PM, Union Hall 328 Poyntz Ave., free and open to the public (partnership program between the RCHM, the RCHS, the Manhattan/Riley County Preservation Alliance, and the City of Manhattan Historic Resources Board)

March 11 - **Fireside Chat** - topic and speaker TBA; 5:30-7pm, Flight Crew Coffee, free and open to the public

Ongoing - Planning for 4th grade field trips

Enclosures:



HEALTH DEPARTMENT
Staff Update

Diane Creek
Health Department Director
2030 Tecumseh Rd
Manhattan, KS 66502
Phone: 785-776-4779

STAFF REPORT

FROM: Diane Creek, Health Department Director

MEETING: February 13, 2025

SUBJECT: Health Department Staff Report

PRESENTER: Diane Creek, Health Department Director

Started on December 9, 2024.

Meetings:

- I met with all of the Riley County Department heads.
- Commissioner Focke took me on a Riley County tour of Randolph, Leonardville, Riley, Keats and all points in between.
- I met with Commissioner McKinley and will meet with Commissioner Ford on February 14th.
- Started individual weekly supervision meetings with the 6 program supervisors at the health department.
- Attended several meetings with HR and Finance.
- Had a three hour long conference call with KDHE about the Public Health Emergency Preparedness program. They laid out the expectations of the PHEP grant and taught me how to use the database system for the grant.
- Hired a nurse for the clinic. She starts on Tuesday February 18th.
- Attended the January Intergovernmental Luncheon.
- I met with the Keats Lions Club with Commissioner Focke.

- I've met with at least four community partners.
- Participated in an Emergency Preparedness exercise with Geary and Pottawatomie Counties.

Committees:

- Onboarding committee
- Planning (space) committee

Current projects:

- Meeting with supervisors and IT Director to get a new Electronic Health Records system.
- Working on health department budgets. Budgets will be presented to the BCC on March 6th.
- Starting work on evaluating health department space needs and potential consolidation of staff into one building.
- Working on advertising/promotion of health department programs.
- Developing a plan for reaching out to outlying communities with services.

Enclosures:



HEALTH DEPARTMENT
Update

Diane Creek
Health Department
Director
2030 Tecumseh Rd
Manhattan, KS 66502
Phone: 785-776-4779

MEMORANDUM

FROM: [From - Name and title of person writing report]

MEETING: February 13, 2025

SUBJECT: Child Care Licensing Overview

PRESENTER: [Presenter- List person(s) and title(s) of those presenting item]

Enclosures:

- CCL Presentation for BOCC 2025 (PDF)



Family & Child Resource Center
2101 Claflin Rd. (Lower Level)
Manhattan, KS 66502
785-776-4779 Ext 7662

Child Care Licensing Overview

Heather Ritchey
Child Care Licensing Supervisor

Child Care Licensing Program serves 5 counties

- Riley County
- Geary County
- Clay County
- Dickinson County
- Pottawatomie County

Child Care Licensing Program staff

- Heather Ritchey, Supervisor
- Angie Hobbs, Licensing Specialist
- Julia Minnich, Licensing Specialist
- Anna Isern, Licensing Specialist

Caseload Transition-Specialists surveying in every county starting with March 2025 caseload. In-person meetings in each county to discuss change and other updates. Held zoom on 1/27/25.

Who needs to be licensed:

- Anyone who cares for one or two children, unrelated to the provider, for more than 20 hours per week away from the child's own home. (Total hours determined by adding the hours each is in care.)
- Anyone who cares for more than two children, unrelated to the provider for any number of hours away from the child's own home.

Facilities that are surveyed

- Family Child Care Homes
- Child Care Centers
- Preschools
- School Age Programs
- School Age Drop-In Programs
- Resource and Referral Agencies

Current Facility Count

Facilities	February 2025	Riley	Geary	Clay	Dickinson	Pottawatomie	Total
School Age Program		6				1	7
Child Care Center		14	7	1	6	9	37
R & R Agency		1					1
School Age Drop In Program		12				3	15
Family Care Home		71	26	21	25	41	184
Head Start Child Care						1	1
Preschool				2	3		5
Outdoor Summer Age Program		1					1
Totals		105	33	24	34	55	251

Completed Inspections by County

Riley	2022	2023	2024
Initial Inspections	7	18	15
Initial Compliance	4	3	4
Annual Inspections	93	83	92
Annual Compliance	17	20	17
KDHE compliance Inspections	14	13	17
Complaint First Visit	18	25	16
Illegal Care Complaints	1		2
Total	154	162	163

Geary	2022	2023	2024
Initial Inspections	2	6	6
Initial Compliance	4	2	4
Annual Inspections	29	31	24
Annual Compliance	11	10	9
KDHE compliance Inspections	9	20	11
Complaint First Visit	12	12	8
Illegal Care Complaints	1	3	2
Total	68	84	64

Clay	2022	2023	2024
Initial Inspections	5	4	1
Initial Compliance	4	1	1
Annual Inspections	26	24	23
Annual Compliance	15	11	13
KDHE compliance Inspections	3	13	8
Complaint First Visit		2	1
Illegal Care Complaints			
Total	53	55	47

Dickinson	2022	2023	2024
Initial Inspections	6	8	2
Initial Compliance	5	3	2
Annual Inspections	27	29	31
Annual Compliance	11	5	7
KDHE compliance Inspections	9	6	10
Complaint First Visit	9	14	7
Illegal Care Complaints			5
Total	67	65	64

Pottawatomie	2022	2023	2024
Initial Inspections	7	8	2
Initial Compliance	3	4	4
Annual Inspections	62	51	51
Annual Compliance	25	13	19
KDHE compliance Inspections	16	24	15
Complaint First Visit	21	10	16
Illegal Care Complaints			
Total	134	110	107

Complaint Totals 2024

	Riley	Geary	Clay	Dickinson	Pottawatomie
Complaints Received	16	9	1	6	18
Complaints Substantiated		5		3	

2021 Complaints-40 total
2022 Complaints-73 total
2023 Complaints-57 total
2024 Complaints-50 total

KDHE updates

New Regulations Effective August 2nd, 2024

Some key focuses during the regulation review:

- **Implement Child Care Development Fund health and safety standards (Federal grant)**
Examples: medication administration training, CPR and First Aid certificates, hazardous waste
- **Increase child care capacity**
Homes, centers, preschools
- **Reduce barriers**
Examples: staff qualifications, health status form, break times for staff, Family Child Care Home-title and license type
- **Modernization and alignment across program types**
Examples: health and safety, breastmilk storage, safe sleep and tobacco products

Concurrence and promulgation of 43 regulations

Services offered

- CCL staff held 5 new regulation trainings. We had 2 trainings for centers, a zoom and an in-person. We had 33 individuals attend. For homes, we held 3 in-person trainings, we conducted those in Manhattan, Abilene and Wamego. We had 51 individuals attend. We held one zoom in which 47 individuals attended.
- CCL provided 44 home orientations and 7 center orientations.
- CCL still offering fingerprinting services by appointment.
- Site approvals for new facilities have been assigned to local CCL staff.

Child Care and Early Education Portal

Child Care and Early Education Portal: <https://khap2.kdhe.state.ks.us/OLDS/>

The system allows families to review the compliance history of a licensed child care facilities.



COUNTY CLERK & ELECTIONS
Budget

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

MEMORANDUM

FROM: Brittany Phillips, Budget & Finance Officer

MEETING: February 13, 2025

SUBJECT: Monthly Cash Flow Report for January 2025

PRESENTER: Brittany Phillips, Budget & Finance Officer

Cash Flow Reports for the Economic Development Fund, County Building Fund, Capital Improvement Fund, Road & Bridge 1/2 Cent Sales Tax Fund and Road & Bridge 0.2 Cents Sales Tax Fund.

Enclosures:

- 2025 updated January cash flows (PDF)
- ARPA requests and approvals (PDF)

2025 Riley County Economic Development Cash Flow Analysis

% of Year: 8.3

Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Jan/Feb/Mar 2024 A/P	Total Expenditures
Jan	\$136,229.00			\$136,229.00	\$32,156.45		\$32,156.45
Feb				\$0.00			\$0.00
Mar				\$0.00			\$0.00
Apr				\$0.00			\$0.00
May				\$0.00			\$0.00
Jun				\$0.00			\$0.00
Jul				\$0.00			\$0.00
Aug				\$0.00			\$0.00
Sep				\$0.00			\$0.00
Oct				\$0.00			\$0.00
Nov				\$0.00			\$0.00
Dec				\$0.00			\$0.00
	\$136,229.00	\$0.00	\$0.00	\$136,229.00	\$32,156.45	\$0.00	\$32,156.45

Cash Reconciliation	
2025 Beginning Unencumbered Cash	\$315,128.18
2025 Revenue	\$136,229.00
Less 2024 Expenditures/Encumbrances	\$32,156.45
2025 Ending Unencumbered Cash	\$419,200.73
Less Est. Project Balance for CY	\$165,051.85
2025 Projected Unencumbered Cash	\$254,148.88

Riley County 2025 Budget Authority Summary	
2025 Budgeted Expenditures	\$324,361
Expenditures to Date	\$32,156
2025 Remaining Budget Authority	\$292,205

% Budget Expended

9.91%

Riley County 2025 Budgeted Revenue	
2025 Budgeted Revenue	\$188,382
Revenue to Date	\$136,229

% Budgeted Revenue

72.32%

Attachment: 2025 updated January cash flows [Revision 1] (15411 : Monthly Cash Flow Reports for

2025 Detailed Expenditures per Project and per Department

Projects	Project Estimate	Prior Year Expenditures	2025 Actual Expenditures	Jan/Feb/Mar 2024 A/P	Remaining Project Estimate Totals	Completed Projects (Over) Under Estimate
APPROPRIATIONS						
Chamber of Commerce	\$55,000.00		\$27,500.00		\$27,500.00	
Flint Hills Veterans Coalition	\$1,000.00		\$500.00		\$500.00	
Downtown Manhattan	\$5,000.00		\$2,500.00		\$2,500.00	
Riley Co. General Eco Devo	\$132,850.00				\$132,850.00	
APPROPRIATION TOTALS	\$193,850.00	\$0.00	\$30,500.00	\$0.00	\$163,350.00	\$0.00
MEMBERSHIPS						
FHMPO Contribution	\$3,358.30	\$0.00	\$1,656.45		\$1,701.85	\$0.00
MEMBERSHIP TOTALS	\$3,358.30	\$0.00	\$1,656.45	\$0.00	\$1,701.85	\$0.00
DEBT OBLIGATION TRANSFER						
Konza Water Debt	\$658,501.67	\$411,657.67			\$246,844.00	\$0.00
DEBT OBLIGATION TRANSFER TOTALS	\$658,501.67	\$411,657.67	\$0.00	\$0.00	\$246,844.00	\$0.00
PROJECTS						
Comprehensive Plan Update	\$150,000.00	\$2,320.75			\$147,679.25	\$0.00
PROJECT TOTALS	\$150,000.00	\$2,320.75	\$0.00	\$0.00	\$147,679.25	\$0.00
TOTALS	\$1,005,709.97	\$413,978.42	\$32,156.45	\$0.00	\$559,575.10	\$0.00

Remaining Approved Projects less lease/debt payments/reserve payments/reserve \$165,051.85
(not included as these payments are subject to approval with annual budget) al with annual budget)

Completed Projects

2025 Riley County Building Cash Flow Analysis FUND 152

% of Year: 8.3

Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar 2024 A/P	Total Expenditures
Jan	\$222,709.30	\$77.00		\$222,786.30	\$2,577.06		\$8,615.24	\$11,192.30
Feb				\$0.00				\$0.00
Mar				\$0.00				\$0.00
Apr				\$0.00				\$0.00
May				\$0.00				\$0.00
Jun				\$0.00				\$0.00
Jul				\$0.00				\$0.00
Aug				\$0.00				\$0.00
Sep				\$0.00				\$0.00
Oct				\$0.00				\$0.00
Nov				\$0.00				\$0.00
Dec				\$0.00				\$0.00
	\$222,709.30	\$77.00	\$0.00	\$222,786.30	\$2,577.06	\$0.00	\$8,615.24	\$11,192.30

Cash Reconciliation	
2025 Beginning Unencumbered Cash	\$184,082.67
2025 Revenue	\$222,786.30
Less 2024 Expenditures/Encumbrances	\$2,577.06
2025 Ending Unencumbered Cash	\$404,291.91

Riley County 2025 Budget Authority Summary	
2025 Budgeted Expenditures	\$433,000
Expenditures to Date	\$11,192
2025 Remaining Budget Authority	\$421,808

% Budget Expended
2.58%

Riley County 2025 Budgeted Revenue	
2025 Budgeted Revenue	\$414,303
Revenue to Date	\$222,786

% Budgeted Revenue
53.77%

Attachment: 2025 updated January cash flows [Revision 1] (15411 : Monthly Cash Flow Reports for

2025 Riley County CIP Cash Flow Analysis

% of Year: 8.3

Month	Revenue	Transfers In	Reimbursements	Total Revenue	Expenditures	Jan/Feb/Mar 2024 A/P	Total Expenditures
Jan	\$323,328.02	\$3,500,000.00		\$3,823,328.02	\$220,831.67	\$24,691.62	\$245,523.29
Feb				\$0.00			\$0.00
Mar				\$0.00			\$0.00
Apr				\$0.00			\$0.00
May				\$0.00			\$0.00
Jun				\$0.00			\$0.00
Jul				\$0.00			\$0.00
Aug				\$0.00			\$0.00
Sep				\$0.00			\$0.00
Oct				\$0.00			\$0.00
Nov				\$0.00			\$0.00
Dec				\$0.00			\$0.00
Totals	\$323,328.02	\$3,500,000.00	\$0.00	\$3,823,328.02	\$220,831.67	\$24,691.62	\$245,523.29

Cash Reconciliation	
2025 Beginning Unencumbered Cash	\$26,150,057.48
2025 Revenue	\$3,823,328.02
Less 2024 Expenditures/Encumbrances	\$245,523.29
2025 Ending Unencumbered Cash	\$29,727,862.21
Less Remaining Approved Projects	\$5,957,652.03
2025 Projected Unencumbered Cash	\$23,770,210.18
LESS RESERVED FUNDS	\$4,862,683.53
Projected 2025 Cash w/out Reserves	\$18,907,526.65

Riley County 2025 CIP Budget Authority Summary		
2025 CIP Budgeted Expenditures	\$15,548,840	% Budget Expended
Expenditures to Date	\$220,832	
2025 Remaining Budget Authority	\$15,328,008	
Riley County 2025 CIP Budgeted Revenue		
2025 CIP Budgeted Revenue	\$4,175,394	% Budgeted Revenue
Revenue to Date	\$3,823,328	

Reserved Funds:	
CIP Reserve	500,000.00
Fair Reserve	79,518.04
FFE Reserve	1,358,586.53
Other Projects TBD	1,034,446.00
CARES Funds	1,890,133
TOTAL RESERVE	4,862,683.53

To be spent on North Co. EMS Facility & Public Safety HQ after ARPA funds are used

2025 CIP Detailed Expenditures per Project and per Dept

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	Reserved for Approved Projects	2025 Actual Expenditures	Jan/Feb/Mar 2024 A/P	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
PUBLIC WORKS:									
20-20LEC003		Rewire Elevator Safety Systems	\$40,000.00	\$0.00				\$40,000.00	
21-21LEC002		Elevator Repair-LEC Lobby	\$45,000.00	\$0.00				\$45,000.00	
21-21PW007		Imaging Software & Conversion	\$75,000.00	\$0.00				\$75,000.00	
23-23PW001		Carnegie Elevator Modernization	\$220,000.00	\$0.00				\$220,000.00	
23-23PW004		Dump Truck Bed (Unit 26)	\$70,000.00	\$60,252.00				\$9,748.00	
23-23PW005		Dump Truck Bed (Unit 27)	\$70,000.00	\$0.00				\$70,000.00	
23-23PW006		550 Diesel Truck w/ Snow Plow & Spreader	\$120,000.00	\$114,195.00				\$5,805.00	
23-23PK001		Large Area Mower w/ Cab	\$72,000.00	\$70,633.73				\$1,366.27	
24-24PW001	57 & 63	Courthouse (63) & Health Department (57) Elevator Modernization	\$385,000.00	\$0.00				\$385,000.00	
24-24PK001	81	30" Aerator	\$11,000.00	\$8,992.00				\$0.00	\$2,008.00
24-24PK002	81	University Park Pickleball/Basketball Courts	\$25,000.00	\$0.00				\$25,000.00	
24-24PK003	81	Restroom in Ogden Community Park	\$22,000.00	\$0.00				\$22,000.00	
24-24PK004	81	Restroom Leonardville Park	\$25,700.00	\$0.00				\$25,700.00	
24-24PW002		FCRC Replace Roof	\$150,000.00	\$0.00				\$150,000.00	
24-24PW003		Museum - Replace HVAC	\$35,000.00	\$0.00			\$22,710.00	\$12,290.00	
24-24PW004		Museum - Lighting	\$75,000.00	\$0.00				\$75,000.00	
24-24PW006		550 Diesel Truck w/ snow plow & spreader	\$125,000.00	\$76,711.00				\$48,289.00	
24-24PW007		3/4 Ton 4x4 Extended Cab Pickup w/Plow & Spreader	\$75,000.00	\$64,508.08				\$10,491.92	
24-24PW008	993	Window Replacement - CPE building	\$500,000.00	\$3,325.00			\$1,172.50	\$495,502.50	
24-24LEC001		Kitchen Floor Replacement	\$30,000.00	\$28,079.38				\$0.00	\$1,960.62
24-24LEC002		Jail Intake Shower	\$10,000.00	\$5,937.64				\$0.00	\$4,062.36
24-24LEC003		Isolation Room	\$10,000.00	\$6,252.98				\$0.00	\$3,747.02
24-24PW009		RCOB Fire Alarm Panel Replacement	\$26,500.00	\$0.00		\$11,106.67		\$15,393.33	
24-24PW010		CPE 1st Floor HVAC	\$30,000.00	\$0.00				\$30,000.00	
24-24PW011		Courthouse Cooling Tower Pump	\$30,000.00	\$0.00				\$30,000.00	
24-24PW012		Tandem Axle Truck Chasis	\$200,000.00	\$0.00				\$200,000.00	
24-24PK005	81	Standing Spreader/Sprayer	\$28,000.00	\$0.00				\$28,000.00	
24-24PK006	81	Standing 72" Mower w/ Bagger	\$20,000.00	\$0.00				\$20,000.00	
24-24PK007	81	Tractor	\$55,000.00	\$0.00				\$55,000.00	
24-24LEC004		RCPD Rage Cleanup	\$220,000.00	\$0.00				\$220,000.00	
24-24LEC005		Jail Camera Software	\$25,000.00	\$7,085.36				\$17,914.64	
25-25PW001		Museum - Roof Top HVAC w/Humidifier	\$50,000.00	\$0.00				\$50,000.00	
25-25PK001	81	Ventrac Tractor Add-On Equipment	\$18,000.00	\$0.00				\$18,000.00	
25-25PK002	81	Turf Cart w/Brush Guard & Cover	\$18,000.00	\$0.00				\$18,000.00	
25-25PK003	81	Storage Building for Fairmont Park	\$135,000.00	\$0.00				\$135,000.00	
25-25PK004	81	Playground Equipment at CICO Park, (PK trx \$75000) & 18-18PK003, 21-21PK008	\$450,000.00	\$0.00				\$450,000.00	
25-25PW002		Hydraulic Trailer 32' Gooseneck	\$55,000.00	\$0.00				\$55,000.00	
25-25PW003		Tandem Axle Truck w/Plow & Spreader	\$280,000.00	\$0.00				\$280,000.00	
25-25PW004		3/4 Ton 4x4 Extended Cab Pickup w/Plow	\$78,000.00	\$0.00				\$78,000.00	

Attachment: 2025 updated January cash flows [Revision 1] (15411 : Monthly Cash Flow Reports for

25-25PW005	550 Diesel Truck w/Snow Plow and Spreader	\$130,000.00	\$0.00				\$130,000.00	
25-25PW006	7+ Passenger Van	\$60,000.00	\$0.00				\$60,000.00	
PUBLIC WORKS TOTAL		\$4,099,200.00	\$445,972.17	\$0.00	\$11,106.67	\$23,882.50	\$3,606,500.66	\$11,778.00
EMERGENCY MEDICAL SERVICE								
13-13AM001	302 Design of the EMS Facility Enhancement	\$100,000.00	\$25,770.00				\$74,230.00	
20-20AM003	302 EMS Facility Engineering Design Cost	\$50,000.00	\$0.00				\$50,000.00	
23-23AM001	Overhead Alerting Systems	\$187,545.61	\$102,773.58				\$84,772.03	
23-23AM002	Patient Mover Replacement	\$69,265.00	\$8,535.00				\$60,730.00	
24-24AM001	New Ambulance	\$390,441.00	\$0.00				\$390,441.00	
24-24AM002	Zoll X Series Cardiac Monitor	\$46,000.00	\$43,958.88				\$2,041.12	
24-24AM003	Strker Powercot	\$30,806.97	\$28,733.03				\$2,073.94	
24-24AM004	Ambulance Remount	\$303,442.00	\$0.00				\$303,442.00	
EMS TOTAL		\$1,177,500.58	\$209,770.49	\$0.00	\$0.00	\$0.00	\$967,730.09	\$0.00
CLERK								
21-21CK001	Open.Gov software	\$202,620.00	\$167,545.00				\$35,075.00	
CLERK TOTAL		\$202,620.00	\$167,545.00		\$0.00	\$0.00	\$35,075.00	\$0.00
Elections								
CLERK TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IT/GIS								
24-24IT001	Countywide Phone System Upgrade	\$65,000.00	\$0.00				\$65,000.00	
25-25IT001	EMR Replacement for Health Dept.	\$250,000.00	\$0.00				\$250,000.00	
IT/GIS TOTAL		\$315,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$315,000.00	\$0.00

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	Reserved for Approved Projects	2024 Actual Expenditures	Jan/Feb/Mar 2023 A/P	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
APPRAISER									
24-24AP002		Replacement Vehicle	\$46,000.00	\$0.00				\$46,000.00	
		APPRAISER TOTAL	\$46,000.00	\$0.00			\$0.00	\$46,000.00	\$0.00
BOCC									
		BOCC TOTAL	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
PLANNING & DEVELOPMENT									
		PLANNING & DEVELOPMENT TOTAL	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
NOXIOUS WEED									
24-24NW001		10' Pull Behind Mower	\$32,000.00	\$0.00		\$26,125.00		\$5,875.00	
24-24NW002		Mower Tractor 6100 series	\$135,000.00	\$0.00				\$135,000.00	
24-24NW003		3/4 Ton 4x4 Crew Cab Truck W/ Standard Bed	\$60,000.00	\$0.00				\$60,000.00	
25-25NW001		2025 Ford F550 Flat Bed 4x4 for Roadside Spraying & Snow Removal	\$65,000.00	\$0.00				\$65,000.00	
		NOXIOUS WEED TOTAL	\$292,000.00	\$0.00	\$0.00	\$26,125.00	\$0.00	\$265,875.00	\$0.00
EMERGENCY MANAGEMENT									
20-20EM005		Bi-directional amplifiers (radio project)	\$35,000.00	\$18,960.71				\$16,039.29	
21-21EM001		Mobile Command Post Upgrade/Equip Refresh	\$125,000.00	\$8,434.96				\$116,565.04	
21-21EM002		EM Storage Building	\$125,000.00	\$0.00				\$125,000.00	
23-23EM001		Outdoor Warning Siren Upgrade	\$85,000.00	\$80,742.10				\$4,257.90	
24-24EM001		EM SUV Replacement	\$60,000.00	\$0.00				\$60,000.00	
	988	Ka-Comm/L3 Harris Radio Replacement	\$400,000.00	\$0.00			\$390.95	\$399,609.05	
		EMERGENCY MANAGEMENT TOTAL	\$830,000.00	\$108,137.77	\$0.00	\$0.00	\$390.95	\$721,471.28	\$0.00
OTHER									
		Other Projects TBD	\$1,182,224.00		\$1,034,446.00			\$1,182,224.00	
Lease pmt to 2033	21	Radio Infrastructure Project Lease (15 yr term through 2033)	\$6,401,938.00	\$2,560,775.78				\$3,841,162.22	
B&I Trx to 2025		2010-B G.O. Bond payment (15 yr term through 2025)	\$2,849,815.47	\$2,666,215.63		\$183,600.00		-\$0.16	
Fair Reserve	74	Fair		\$31,503.54	111,439.75		\$418.17	\$79,518.04	
CARES Funds	977/978	North Co. EMS Facility & EMS HQ Reserved			\$1,890,133			\$1,890,132.96	
		OTHER TOTAL	\$10,433,977.47	\$5,258,494.95	\$3,036,018.71	\$183,600.00	\$418.17	\$6,993,037.06	\$0.00
TOTAL									
		TOTAL	\$17,396,298.05	\$6,189,920.38	\$3,036,018.71	\$220,831.67	\$24,691.62	\$12,950,689.09	\$11,778.00

Remaining Approved Projects less lease/debt payments/reserves \$5,957,652.03
(not included as these payments are subject to approval with annual budget)

Debt/Lease Estimate Remaining 3,841,162

Completed Projects

Attachment: 2025 updated January cash flows [Revision 1] (15411 : Monthly Cash Flow Reports for

2025 Detailed Expenditures per Project by Month

										Completed Projects (Over) Under Approved Estimate
Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	Reserved for Approved Projects	Jan	Jan/Feb/Mar 2024 A/P	Expenditures to Date	Remaining Project Estimate	
PUBLIC WORKS:										
20-20LEC003		Rewire Elevator Safety Systems	\$40,000.00	\$0.00				\$0.00	\$40,000.00	
21-21LEC002		Elevator Repair-LEC Lobby	\$45,000.00	\$0.00				\$0.00	\$45,000.00	
21-21PW007		Imaging Software & Conversion	\$75,000.00	\$0.00				\$0.00	\$75,000.00	
23-23PW001		Carnegie Elevator Modernization	\$220,000.00	\$0.00				\$0.00	\$220,000.00	
23-23PW004		Dump Truck Bed (Unit 26)	\$70,000.00	\$60,252.00				\$60,252.00	\$9,748.00	
23-23PW005		Dump Truck Bed (Unit 27)	\$70,000.00	\$0.00				\$0.00	\$70,000.00	
23-23PW006		S50 Diesel Truck w/ Snow Plow & Spreader	\$120,000.00	\$114,195.00				\$114,195.00	\$5,805.00	
23-23PK001		Large Area Mower w/ Cab	\$72,000.00	\$70,633.73				\$70,633.73	\$1,366.27	
24-24PW001	57 & 63	Courthouse (63) & Health Department (57)Elevator Modernization	\$385,000.00	\$0.00				\$0.00	\$385,000.00	
24-24PK001	81	30" Aerator	\$11,000.00	\$8,992.00				\$8,992.00	\$0.00	\$2,008.00
24-24PK002	81	Basketball/Pickleball Courts for University Park	\$25,000.00	\$0.00				\$0.00	\$25,000.00	
24-24PK003	81	Bathroom in Ogden Community Park	\$22,000.00	\$0.00				\$0.00	\$22,000.00	
24-24PK004	81	Restroom Leonardville Park	\$25,700.00	\$0.00				\$0.00	\$25,700.00	
24-24PW002		FCRC Replace Roof	\$150,000.00	\$0.00				\$0.00	\$150,000.00	
24-24PW003		Museum - Replace HVAC	\$35,000.00	\$0.00			\$22,710.00	\$22,710.00	\$12,290.00	
24-24PW004		Museum - Lighting	\$75,000.00	\$0.00				\$0.00	\$75,000.00	
24-24PW006		S50 Diesel Truck w/ snow plow & spreader	\$125,000.00	\$76,711.00				\$76,711.00	\$48,289.00	
24-24PW007		3/4 Ton 4x4 Extended Cab Pickup w/Plow & spreader	\$75,000.00	\$64,508.08				\$64,508.08	\$10,491.92	
24-24PW008	993	Window Replacement	\$500,000.00	\$3,325.00			\$1,172.50	\$4,497.50	\$495,502.50	
24-24LEC001		Kitchen Floor Replacement	\$30,000.00	\$28,079.38				\$28,079.38	\$0.00	\$1,920.62
24-24LEC002		Jail Intake Shower	\$10,000.00	\$5,937.64				\$5,937.64	\$0.00	\$4,062.36
24-24LEC003		Isolation Room	\$10,000.00	\$6,252.98				\$6,252.98	\$0.00	\$3,747.02
24-24PW009		RCOB Fire Alarm Panel Replacement	\$26,500.00	\$0.00		\$ 11,106.67		\$11,106.67	\$15,393.33	
24-24PW010		CPE 1st Floor HVAC	\$30,000.00	\$0.00				\$0.00	\$30,000.00	
24-24PW011		Courthouse Cooling Tower Pump	\$30,000.00	\$0.00				\$0.00	\$30,000.00	
24-24PW012		Tandem Axle Truck Chasis	\$300,000.00	\$0.00				\$0.00	\$300,000.00	
24-24PK005	81	Standing Spreader/Sprayer	\$28,000.00	\$0.00				\$0.00	\$28,000.00	
24-24PK006	81	Standing 72" Mower w/ Bagger	\$20,000.00	\$0.00				\$0.00	\$20,000.00	
24-24PK007	81	Tractor	\$55,000.00	\$0.00				\$0.00	\$55,000.00	
24-24LEC004		RCPD Rage Cleanup	\$220,000.00	\$0.00				\$0.00	\$220,000.00	
24-24LEC005		Jail Camera Software	\$25,000.00	\$7,085.36				\$7,085.36	\$17,914.64	
25-25PW001		Museum - Roof Top HVAC w/Humidifier	\$50,000.00	\$0.00				\$0.00	\$50,000.00	
25-25PK001	81	Ventrac Tractor Add-On Equipment	\$18,000.00	\$0.00				\$0.00	\$18,000.00	
25-25PK002	81	Turf Cart w/Brush Guard & Cover	\$18,000.00	\$0.00				\$0.00	\$18,000.00	
25-25PK003	81	Storage Building for Fairmont Park	\$135,000.00	\$0.00				\$0.00	\$135,000.00	
25-25PK004	81	21PK008	\$450,000.00	\$0.00				\$0.00	\$450,000.00	
25-25PW002		Hydraulic Trailer 32' Gooseneck	\$55,000.00	\$0.00				\$0.00	\$55,000.00	
25-25PW003		Tandem Axle Truck w/Plow & Spreader	\$280,000.00	\$0.00				\$0.00	\$280,000.00	
25-25PW004		3/4 Ton 4x4 Extended Cab Pickup w/Plow	\$78,000.00	\$0.00				\$0.00	\$78,000.00	
25-25PW005		S50 Diesel Truck w/Snow Plow and Spreader	\$130,000.00	\$0.00				\$0.00	\$130,000.00	
25-25PW006		7+ Passenger Van	\$60,000.00	\$0.00				\$0.00	\$60,000.00	
EMERGENCY MEDICAL SERVICE										
13-13AM001	302	Design of the EMS Facility Enhancement	\$100,000.00	\$25,770.00				\$25,770.00	\$74,230.00	
20-20AM003	302	EMS Facility Engineering Design Cost	\$50,000.00	\$0.00				\$0.00	\$50,000.00	
23-23AM001		Overhead Alerting Systems	\$187,545.61	\$102,773.58				\$102,773.58	\$84,772.03	
23-23AM002		Patient Mover Replacement	\$69,265.00	\$8,535.00				\$8,535.00	\$60,730.00	
24-24AM001		New Ambulance	\$390,441.00	\$0.00				\$0.00	\$390,441.00	
24-24AM002		Zoll X Series Cardiac Monitor	\$46,000.00	\$43,958.88				\$43,958.88	\$2,041.12	
24-24AM003		Striker Powercot	\$30,806.97	\$28,733.03				\$28,733.03	\$2,073.94	
24-24AM004		Ambulance Remount	\$303,442.00	\$0.00				\$0.00	\$303,442.00	
CLERK										
21-21C001		Open Gov software	\$202,620.00	\$167,545.00				\$167,545.00	\$35,075.00	
Election										
IT/GIS										
24-24IT001		Countywide Phone System Upgrade	\$65,000.00	\$0.00				\$0.00	\$65,000.00	
25-25IT001		EMR Replacement for Health Dept.	\$250,000.00	\$0.00				\$0.00	\$250,000.00	
APPRAISER										
24-24AP002		Replacement Vehicle	\$46,000.00					\$0.00	\$46,000.00	
BOCC										
PLANNING & DEVELOPMENT										
NOXIOUS WEED										
24-24NW001		10' Pull Behind Mower	\$32,000.00			\$26,125.00		\$26,125.00	\$5,875.00	
24-24NW002		Mower Tractor 6100 series	\$135,000.00					\$0.00	\$135,000.00	
24-24NW003		3/4 Ton 4x4 Crew Cab Truck W/ Standard Bed	\$60,000.00					\$0.00	\$60,000.00	
25-25NW001		2025 Ford F550 Flat Bed 4x4 for Roadside Spraying & Snow Removal	\$65,000.00					\$0.00	\$65,000.00	
EMERGENCY MANAGEMENT										
20-20EM005		Bi-directional amplifiers (radio project)	\$35,000.00	\$18,960.71				\$18,960.71	\$16,039.29	
21-21EM001		Mobile Command Post Upgrade/Equip Refresh	\$125,000.00	\$8,434.96				\$8,434.96	\$116,565.04	
21-21EM002		EM Storage Building	\$125,000.00	\$0.00				\$0.00	\$125,000.00	
23-23EM001		Outdoor Warning Siren Upgrade	\$85,000.00	\$80,742.10				\$80,742.10	\$4,257.90	
24-24EM001		EM SUV Replacement	\$60,000.00	\$0.00				\$0.00	\$60,000.00	
988		Ka-Comm/L3Harris Radio Replacement	\$400,000.00	\$0.00			\$ 390.95	\$390.95	\$399,609.05	
OTHER										
Lease to 2033		Other Projects TBD	\$1,182,224.00	\$0.00	\$1,034,446.00			\$0.00	\$1,182,224.00	
21		Radio Project Lease (15 yr term through 2033)	\$6,401,938.00	\$2,560,775.78				\$2,560,775.78	\$3,841,162.22	
B&I Trx to 2025		2010-B G.O. Bond print (15 yr term through 2025)	\$2,849,815.47	\$2,666,215.63	\$183,600.00			\$2,849,815.63	-\$0.16	
Fair Reserve		Fair		\$31,503.54	\$111,439.75		\$ 418.17	\$31,921.71	\$79,518.04	
CARES Money	977/978	North Co. EMS Facility & EMS HQ Reserved			\$1,890,133			\$0.00	\$1,890,132.96	
TOTALS			\$17,396,298.05	\$6,189,920.38	\$3,036,018.71	\$220,831.67	\$24,691.62	\$6,435,443.67	\$12,950,689.09	\$11,738.00

[illegible]

2025 Riley County 1/2 Cent Sales Tax Cash Flow Analysis

% of Year: 8.3

Month	Sales Tax Revenue	Reimbursements	KDOT	Total Revenue	Expenditures	Jan/Feb/Mar	Total Expenditures
						2024 AP	
Jan				\$0.00		\$63,473.30	\$63,473.30
Feb				\$0.00			\$0.00
Mar				\$0.00			\$0.00
Apr				\$0.00			\$0.00
May				\$0.00			\$0.00
Jun				\$0.00			\$0.00
Jul				\$0.00			\$0.00
Aug				\$0.00			\$0.00
Sep				\$0.00			\$0.00
Oct				\$0.00			\$0.00
Nov				\$0.00			\$0.00
Dec				\$0.00			\$0.00
				\$0.00	\$0.00	\$63,473.30	\$63,473.30

Cash Reconciliation		
2025 Beginning Unencumbered Cash	\$6,412,203.86	
2025 Revenue	\$0.00	
Less 2024 Expenditures/Encumbrances	\$0.00	
2025 Ending Unencumbered Cash	\$6,412,203.86	
Remaining 2025 Projected Revenue	\$0.00	
Less Est. Project Balance for Projects	\$1,422,618.21	
Less Est. Project Balance for Overlay	\$350,000.00	
2025 Projected Unencumbered Cash	\$4,639,585.65	

Riley County 2025 Budget Authority Summary		
2025 Budgeted Expenditures	\$5,745,678	% Budget Expended
Expenditures to Date	\$63,473	
2025 Remaining Budget Authority	\$5,682,205	1.10%

Riley County 2025 Budgeted Revenue		
2025 Budgeted Revenue	\$0	% Budgeted Revenue
Revenue to Date	\$0	
		#DIV/0!

2025 Detailed Expenditures per Project and per Department

Project Code	Projects	Project Estimate	Prior Year Expenditures	2025 Actual Expenditures	Jan/Feb/Mar 2024 AP	Remaining Project Estimate Totals	Completed Projects (Over) Under Estimate
CULVERTS							
458	Parallel Road	\$117,000.00	\$385,056.61		\$1,441.75	-\$269,498.36	
403	Kitten Creek Road	\$148,000.00	\$56,568.84		\$489.99	\$90,941.17	
990	Wildcat Creek Rd	\$71,853.73	\$83,710.64		\$28,138.03	-\$39,994.94	
991	Lasita Rd	\$52,273.55	\$60,680.46		\$33,403.53	-\$41,810.44	
CULVERT TOTALS		\$389,127.28	\$586,016.55	\$0.00	\$63,473.30	-\$260,362.57	\$0.00
BRIDGES							
460	Winkler Mills Bridge	\$1,200,000.00	\$111,878.82			\$1,088,121.18	
BRIDGE TOTALS		\$1,200,000.00	\$111,878.82	\$0.00	\$0.00	\$1,088,121.18	\$0.00
RECONSTRUCTION							
RECONSTRUCTION TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OVERLAY							
4	Unidentified Overlays	\$800,000.00	\$205,140.40			\$594,859.60	
OVERLAY TOTALS		\$800,000.00	\$205,140.40	\$0.00	\$0.00	\$594,859.60	\$0.00
TOTALS		\$2,389,127.28	\$903,035.77	\$0.00	\$63,473.30	\$1,422,618.21	\$0.00

Completed Projects

Project Estimates for 2025	Total	Updated
Culverts-Fancy Creek/Sherman	\$ -	\$ -
Rosehill Road Bridge	\$ -	\$ -
Senn Road Bridge	\$ -	\$ -
Overlay TBD and approved by BOCC	\$ 350,000	\$ 350,000
TOTAL	\$ 350,000	\$ 350,000

2025 Detailed Expenditures per Project by Month

Project Code	Projects	Project Estimate	Prior Year Expenditures	Jan	Jan/Feb/Mar 2024 AP	Expenditures to Date	Remaining Project Estimate
CULVERTS							
458	Parallel Road	\$117,000.00	\$385,056.61		\$1,441.75	\$386,498.36	-\$269,498.36
403	Kitten Creek Road	\$148,000.00	\$56,568.84		\$489.99	\$57,058.83	\$90,941.17
990	Wildcat Creek Rd	\$71,853.73	\$83,710.64		\$28,138.03	\$111,848.67	-\$39,994.94
991	Lasita Rd	\$52,273.55	\$60,680.46		\$33,403.53	\$94,083.99	-\$41,810.44
BRIDGES							
460	Winkler Mills Bridge	\$1,200,000.00	\$111,878.82			\$111,878.82	\$1,088,121.18
RECONSTRUCTION							
OVERLAY							
	4 overlays unidentified	\$800,000.00	\$205,140.40			\$205,140.40	\$594,859.60
TOTALS		\$2,389,127.28	\$903,035.77	\$0.00	\$63,473.30	\$966,509.07	\$1,422,618.21
					\$63,473		

Completed Projects

2025 Riley County .2% Cent Sales Tax Cash Flow Analysis

% of Year: 8.3

Month	Sales Tax Revenue	Reimbursements	KDOT	Total Revenue	Expenditures	Jan/Feb/Mar	Total Expenditures
						2024 A/P	
Jan	\$236,121.43			\$236,121.43			\$0.00
Feb				\$0.00			\$0.00
Mar				\$0.00			\$0.00
Apr				\$0.00			\$0.00
May				\$0.00			\$0.00
Jun				\$0.00			\$0.00
Jul				\$0.00			\$0.00
Aug				\$0.00			\$0.00
Sep				\$0.00			\$0.00
Oct				\$0.00			\$0.00
Nov				\$0.00			\$0.00
Dec				\$0.00			\$0.00
\$236,121.43		\$0.00	\$0.00	\$236,121.43	\$0.00	\$0.00	\$0.00

Cash Reconciliation		
2025 Beginning Unencumbered Cash	\$4,845,363.41	
2025 Revenue	\$236,121.43	
Less 2024 Expenditures/Encumbrances	\$0.00	
2025 Ending Unencumbered Cash	\$5,081,484.84	
Remaining 2025 Projected Revenue	\$0.00	
Less Est. Project Balance for CY	\$0.00	
2025 Projected Unencumbered Cash	\$5,081,484.84	

Riley County 2024 Budget Authority Summary			
2025 Budgeted Expenditures	\$6,160,856	% Budget Expended	0.00%
Expenditures to Date	\$0		
2025 Remaining Budget Authority	\$6,160,856		
Riley County 2024 Budgeted Revenue			
2025 Budgeted Revenue	\$2,000,000	% Budgeted Revenue	11.81%
Revenue to Date	\$236,121		

Attachment: 2025 updated January cash flows [Revision 1] (15411 : Monthly Cash Flow Reports for

2025 Detailed Expenditures per Project and per Department

Project Code	Projects	Project Estimate	Prior Year Expenditures	2025 Actual Expenditures	Jan/Feb/Mar 2024 AP	Remaining Project Estimate Totals	Completed Projects (Over) Under Estimate
CULVERTS							
CULVERT TOTALS		\$0	-	-		-	-
BRIDGES							
BRIDGE TOTALS		0.00	-	-		-	-
RECONSTRUCTION							
RECONSTRUCTION TOTALS		\$0	-	-		-	-

OVERLAY

OVERLAY TOTALS	\$0	-	-	-	-
TOTALS	\$0	-	-	-	-

Completed Projects

<u>Project Estimates for 2021</u>	<u>Total</u>		<u>Updated</u>	
Culverts-Fancy Creek/Sherman	\$	-	\$	-
Rosehill Road Bridge	\$	-	\$	-
Senn Road Bridge	\$	-	\$	-
Overlay TBD and approved by BOCC				
TOTAL	\$	-	\$	-

2024 Detailed Expenditures per Project by Month

Project Code	Projects	Project Estimate	Prior Year Expenditures	Jan	Jan/Feb/Mar 2024 AP	Expenditures to Date	Remaining Project Estimate
	CULVERTS						
	BRIDGES						
	RECONSTRUCTION						
	TOTALS	\$0	\$0	\$0	\$0.00	-	\$0
					\$0.00		
	Completed Projects						

ARPA approvals

**Anything over \$25000 needs to be approved by the BOCC

Deposits	\$14,418,696.00
Non-Collection Revenue	\$2.84
Refunds	\$2.93
Expenditures	\$8,908,880.13
Interest	\$1,623,632.38
Balance in Account	\$7,133,454.02

Project Name	Amount	Approval Info/Date	Project #	Additional Information
Fairmont Heights Sewer		\$97,500 approved 7/8/2021		
	<i>Estimate Total</i>	<i>\$97,500.00</i>		
	<i>Amount Spent to Date</i>	<i>\$97,500.00</i>		Journal Entry on 08/23/2021
	<i>Amount Left</i>	<i>\$0.00</i>		
Keats Sewer		\$800,000 preliminarily approved	979	
	<i>Estimate Total</i>	<i>\$800,000.00</i>		
	<i>Amount Spent to Date</i>	<i>\$347,649.79</i>		
	<i>Amount Left</i>	<i>\$452,350.21</i>		
EMS/EM/Dispatch building - Public Safety HQ	\$	9,587,108.00		Guaranteed Maximum Price (Construction)
Archimages		\$96,150.00	978	Davis Bacon recommended, but not required.
Fitch & Associates		\$23,150.00		National Environmental Policy Act does not apply
SMH Consultants		\$19,696.00		Paid to Archimages
Archimages		\$79,062.50		approved 12/29/2022
Archimages		\$884,150.00		approved 6/26/2023
Terracon		\$10,500.00		Approved 01/27/2023
	<i>Estimate Total</i>	<i>\$10,699,816.50</i>		
	<i>Amount Spent to Date</i>	<i>\$6,966,651.04</i>		
	<i>Amount Left</i>	<i>\$3,733,165.46</i>		
North County EMS Station		approved	977	
Anderson Knight Architects		\$175,560.00		approved 06/30/2022
Charlson & Wilson		\$8,183.49		
Schultz Construction		\$799,000.00		Purchase of 000 E. Barton St. Leonardville
North County Ambulance & Equipment				
Ambulance		\$302,720.00		approved
Zoll 'X' Series Cardiac Monitor		\$40,978.14		approved
Stryker 'LUCAS' CPR device		\$15,846.86		approved
800 Mhz Radios for ambulance		\$5,961.92		approved
Stryker Power Load System		\$21,738.35		approved
Stryker Power Cot		\$20,663.70		approved
Stryker Stair Chair		\$3,511.38		approved
Small Equipment, IT , Station Supplies		\$106,200.00		approved
	<i>Estimate Total</i>	<i>\$1,500,363.84</i>		
	<i>Amount Spent to Date</i>	<i>\$1,395,096.48</i>		
	<i>Amount Left</i>	<i>\$105,267.36</i>		
UP Fire Station #110				
	<i>Estimate Total</i>	<i>\$273,000.00</i>		approved 9/19/2024
	<i>Amount Spent to Date</i>	<i>\$101,982.82</i>		
	<i>Amount Left</i>	<i>\$171,017.18</i>	992	
EM Renovation				
	<i>Estimate Total</i>	<i>\$2,245,000.00</i>		
	<i>Amount Spent to Date</i>	<i>\$0.00</i>		
	<i>Amount Left</i>	<i>\$2,245,000.00</i>	994	

UP Fire Station #110

Project # 992
 Coding: 003-000-XXXX-992

Address: 10987 Lakeview Dr

Vendor Name	Estimate Amount	Amount Spent	Date Paid	Memo
	\$273,000.00			
Riley Construction	?			
Charlson & Wilson Bonded		\$1,481.00	10/18/2024	Basic Owner, Endorsements, Recording Fees
Economy Electric		\$6,885.00	10/18/2024	Generator
Register of Deeds/Petty Cash		\$32.00	10/18/2024	Filing Plat Fee with Register of Deeds
CES Group		\$5,880.00	10/18/2024	Platting Services
Bryant Parker		\$38.00	11/1/2024	Re-Record Warranty Deed
Riley Construction		\$4,050.00	11/1/2024	Application #1 Construction
Bayer		\$1,216.36	12/27/2024	Gravel
Bayer		\$1,207.17	12/27/2024	Gravel
Bayer		\$105.20	12/27/2024	Gravel
Bayer		\$1,099.19	12/27/2024	Gravel
Bayer		\$419.26	1/10/2025	Gravel
Bob's Plumbing		\$574.90	1/10/2025	Plumbing
Jay White Excavating		\$9,030.00	1/10/2025	Hauled Scalping & Leveled to Grade
Riley Construction Company		\$69,210.00	1/10/2025	Application #2 Construction
Taylor Trucking Inc		\$754.74	2/7/2025	Hauled Rock & Fill Sand

\$273,000.00	\$101,982.82
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Amount Left \$171,017.18

Attachment: ARPA requests and approvals (15411 : Monthly Cash Flow Reports for January 2025)

North County EMS Station

North County EMS Station

Project # 977 Address:
 Coding: 003-000-XXXX-977 506 E. Barton St, Leonardville, KS 66449

Vendor Name	Estimate Amount	Amount Spent	Date Paid	Memo	
Anderson Knight Architects	\$175,560.00	\$86,988.36	multiple	Design of new station	Optional fees could also add \$1300 for rezoning and \$900 for KDOT permitting
Zoll	\$40,978.14	\$40,155.86	6/17/2022	Zoll 'X' Series Cardiac Monitor	
Emergency Services Supply	\$15,846.86	\$15,846.86	7/15/2022	Stryker 'LUCAS' CPR device	
Ka-Comm	\$5,961.92	\$2,747.74	7/7/2022	800 Mhz Radios for ambulance	
Emergency Services Supply	\$21,738.35	\$21,738.35	6/3/2022	Stryker Power Load System	
Emergency Services Supply	\$20,663.70	\$20,663.70	6/3/2022	Stryker Power Cot	
Emergency Services Supply	\$3,511.38	\$3,511.38	6/3/2022	Stryker Stair Chair	
Zoll	\$20,131.90	\$20,131.90	6/3/2022	Stryker Stair Chair	
Multiple	\$86,068.10	\$13,672.19	multiple	Small Equipment, IT , Station Supplies	Includes Zoll Ventilator
Column		\$53.68	6/3/2022	publication for RFQ for N. County EMS Station	
Charlson & Wilson	\$8,183.49	\$8,183.49	11/18/2022	Leonardville Property at 000 E Barton ST	
Column		\$206.16	2/21/2023	Ad for Bids - on P-Card	
Converge One		\$5,837.09	1/27/2023	IT Purchases	
Amazon		\$84.99	3/15/2023	P-Card IT Purchase of Cat6 Cable	
SMH Consultants		\$75.00	6/2/2023	Construction Staking	
SMH Consultants		\$1,015.00	5/5/2023	Staking	
N Zone		\$2,552.82	6/16/2023	Tactical Uniforms for N. Co Station	
Godfrey's		\$1,359.84	6/16/2023	Tactical Uniforms for N. Co Station	
Schultz Construction	\$800,263.35	\$725,436.73	multiple	Construction of Building	
SMH Consultants		\$525.00	6/30/2023	Construction Staking	
Glenn Clark		\$300.00	7/11/2023	Temp Easement	
Riley County Treasurer		\$176.92	7/11/2023	Temp Easement	
Amazon		\$163.99	6/30/2023	P-Card IT Purchase of Wall Mount Server Cabinet	
Amazon		\$80.90	6/30/2023	P-Card IT Purchase of Server Shelves and Panels	
Life-Assist		\$185.80	8/1/2023	P-Card Purchase of medical supplies	
Life-Assist		\$1,853.26	8/4/2023	P-Card Purchase of suction for St. 5	
Wildcat Tree Service		\$2,615.00	8/25/2023	Removal, cleanup and pull stumps	
FireHouseBeds		\$836.00	8/25/2023	Mattress for station	
The Mattress HUB		\$185.00	9/1/2023	Box Spring for station - P-Card Purchase	
Salsbury Industries		\$4,577.64	8/17/2023	Lockers - Qty 2	
Menards		\$48.99	9/1/2023	Bed Frame - P-Card Purchase	
Godfrey's		\$2,384.56	9/22/2023	Tactical Uniforms for N. Co Station	
Ashley HomeStore		\$1,823.96	10/6/2023	Recliner & Night Stand	
MaxAir Systems		\$3,189.85	10/6/2023	Tactical Uniforms for N. Co Station	
Wanklyn Oil		\$559.46	10/20/2023	Propane for new tank	
Best Buy		\$3,213.87	10/20/2023	P-Card IT Purchase of TB Vounts, Ipads, Ipad Cases	
Life-Assist		\$3,023.03	10/20/2023	P-Card - Medical Supplies	
Salina Steel Supply		\$240.40	11/3/2023	Tube for New Sign	
Manhattan Appliance Sleep Source		\$3,747.00	11/17/2023	Fridge, Washer, Dryer, Range	
Schurle Signs		\$100.00	11/17/2023	Signs	
Wanklyn Oil		\$3,370.00	11/17/2023	Propane Tank & Parts	
Target		\$673.54	10/13/2023	P-Card - Plates, Kitchen Supplies	
Home Depot		\$464.94	10/11/2023	P-Card - Mops, Buckets, etc.	
Dick's Sporting Goods		\$1,709.97	10/12/2023	P-Card - Exercise Equipment	
Menards		\$463.71	10/16/2023	P-Card - Supplies for Station	
Menards		\$672.76	10/18/2023	P-Card - Supplies for Station	
Life-Assist		\$324.76	10/11/2023	P-Card - Supplies for Station	
Home Depot		\$310.64	10/18/2023	P-Card - Air Compressor	
QuadMed, Inc.		\$769.00	10/6/2023	P-Card - Ambulance Child Restraint	
Nebraska Furniture Mart		\$519.44	10/11/2013	P-Card - Dishwasher	
MTS Custom Coating		\$1,785.00	10/20/2023	P-Card - Sign Frame	
CBS Door & Hardware		\$276.00	10/17/2023	P-Card - Cores for Doors	
CBS Door & Hardware		\$634.00	10/18/2023	P-Card - Passage Set for Doors	
CBS Door & Hardware		\$17,295.00	1/12/2024	OnGuard ADV Server Upgrade Licenses & Installation , programming, testing	
Schultz Construction - Evergy Bill		\$180.45	2/9/2024	Evergy Bill paid by Schultz during final construction	
Emergency Services Supply	\$302,720.00	\$287,878.00	2/23/2024	Ambulance	
Amazon		\$499.00	2/23/2024	Snow Blower	
Balzout, Inc.		\$317.50	3/8/2024	Tablet Mount for Ambulance	
Ka-Comm		\$191.10	4/5/2024	Parts for new ambulance	
Ka-Comm		\$879.75	4/5/2024	Parts for new ambulance	
Anderson Knight Architects		\$963.53	8/9/2024	Construction Administration	
Schultz Construction		\$72,826.62	9/6/2024	Construction of Building	
Schultz Construction		\$2,000.00	9/20/2024	Construction of Building	
	\$1,501,627.19	\$1,395,096.48		Complete	
Amount Left	\$106,530.71				

Attachment: ARPA requests and approvals (15411 : Monthly Cash Flow Reports for January 2025)

EMS Headquarters - EMS/EM/Dispatch Building

EMS HQ & EM/EOC Renovation Projects

Project # 978
Coding: 003-000-XXXX-978

Vendor Name	Estimate Amount	Amount Spent	Date Paid	Memo
Archimages	\$119,300.00	\$86,284.90	multiple	Architectural and planning services
ArchImages		\$13,440.00	12/2/2022	Design
ArchImages		\$79,062.50	12/29/2022	Design
ArchImages		\$42,437.14	2/10/2023	Design
ArchImages		\$47,652.54	3/10/2023	Design
Column		\$190.39	11/16/2022	Notices of RFQ-CMAR
Fitch & Associates				Site visit and recommendations
SMH Consultants	\$19,696.00	\$19,696.00	multiple	Survey - Topographic, Boundary, Utilities
Terracon	\$10,500.00	\$10,500.00	multiple	Geotechnical services
ArchImages	\$884,150.00			
Archimages		\$35,550.00	4/11/2023	Design
Archimages		\$80,640.00	6/2/2023	Design
Archimages		\$12,232.64	7/14/2023	Design
Archimages		\$35,550.00	4/18/2023	Design
Archimages		\$102,053.44	9/8/2023	Design
Archimages		\$47,725.51	9/22/2023	Design
Archimages		\$25,621.27	10/6/2023	Design
Larson Construction		\$7,150.00	11/3/2023	Boring to tie into existing handhole
Archimages		\$45,904.12	11/17/2023	Construction & Design Phases
Archimages		\$41,034.72	12/15/2023	Construction & Design Phases
City of Manhattan		\$400.00	2/2/2024	Applicant Fee for 1115 Charles Little Road
Archimages	\$79,062.50	\$79,087.00	2/23/2024	Design
SMH Consultants		\$1,075.00	2/23/2024	Legal Descriptions Survey
City of Manhattan		\$200.00	2/23/2024	Applicant Fee for 1115 Charles Little Road
WTC		\$75.00	2/26/2024	P-Card - Internet routing during construction
SMH Consultants		\$635.00	3/22/2024	Survey Legal Descriptions
ConvergeOne		\$25,558.12	4/5/2024	Catalyst Ports - IT
ConvergeOne		\$11,167.94	4/5/2024	Meraki Router & Licenses - IT
CBS Door & Hardware		\$34,998.00	4/5/2024	Cameras & WaveVMS - IT
WTC		\$75.00	3/29/2024	P-Card - Internet routing during construction
Eagle Technologies		\$59,335.32	4/19/2024	SAS HDD Dual Controller, Eagle Professional Services - Remote
Eagle Technologies		\$1,966.08	4/19/2024	Vmware vSphere Subscription
Dell Technologies		\$7,680.28	4/19/2024	P-Card IT PowerEdge Server
Dell Technologies		\$10,920.22	4/19/2024	P-Card IT PowerEdge Server
FS.Com		\$698.00	4/19/2024	Cisco Optical Transceiver P-Card IT
FS.Com		\$79.20	4/19/2024	Cisco Optical Transceiver P-Card IT
Farnsworth Group		\$6,000.00	4/19/2024	Project #0240302 Peer Review
BHS Construction	\$9,587,108.00			Guaranteed Maximum Price Construction
BHS Construction		\$164,561.11	4/19/2024	Application Fee #1 General Construction
Eagle Technologies		\$400.00	5/3/2024	VMWLVL1 - per socket: Eagle Level 1 Support Coverage for Vmware
Farnsworth Group		\$6,000.00	5/3/2024	Project #0240302 Peer Review
SMH Consultants		\$782.50	5/3/2024	Survey 2311-0430 Legal Descriptions & Exhibit for Properties
WTC		\$75.00	4/30/2024	P-Card - Internet routing during construction
Archimages		\$24,952.16	5/31/2024	Construction & Design Phases
BHS Construction		\$152,104.03	5/31/2024	Application Fee #2 General Construction
SMH Consultants		\$50.00	5/31/2024	Survey Legal Descriptions
WTC		\$75.00	5/28/2024	P-Card - Internet routing during construction
Archimages		\$10,906.95	6/28/2024	Construction & Design Phases
BHS Construction		\$137,596.40	6/28/2024	Application Fee #3 for Construction
BHS Construction		\$590,361.45	7/26/2024	Application Fee #4 for Construction
Kaw Valley Engineering		\$4,473.59	7/26/2024	Professional Svcs thru June 23
BHS Construction		\$561,275.01	8/23/2024	Application Fee #5 for Construction
Kaw Valley Engineering		\$5,445.93	8/23/2024	Professional Services thru July 21
Archimages		\$8,608.20	9/6/2024	Construction Phase
WTC		\$75.00	9/20/2024	P-Card - Internet routing during construction
BHS Construction		\$1,358,335.04	9/20/2024	Application Fee #6 for Construction
Kaw Valley Engineering		\$5,765.25	10/4/2024	Professional Services thru Aug 8
Archimages		\$9,884.09	10/18/2024	Construction & Design Phases
WTC		\$75.00	11/1/2024	P-Card - Internet routing during construction (Sept)
WTC		\$75.00	11/1/2024	P-Card - Internet routing during construction (Oct)
BHS Construction		\$729,941.66	11/1/2024	Application Fee #7 for Construction
Archimages		\$15,741.90	11/15/2024	Construction & Design Phases
Archimages		\$9,600.00	11/29/2024	Construction & Design Phases
BHS Construction		\$1,016,787.96	11/29/2024	Application Fee #8 for Construction
WTC		\$75.00	12/1/2024	P-Card - Internet routing during construction
BHS Construction		\$491,092.71	12/27/2024	Application Fee #9 for Construction
WTC		\$75.00	1/24/2025	P-Card - Internet routing during construction
AVI-SPL, LLC		\$30,711.51	1/24/2025	Audio Visual System
BHS Construction		\$658,073.26	2/7/2025	Application Fee #10 for Construction

\$10,699,816.50 \$6,966,651.04

Amount Left \$3,733,165.46

Attachment: ARPA requests and approvals (15411 : Monthly Cash Flow Reports for January 2025)

Non-Discharging Lagoon

Project # 979
Coding: 003-000-XXXX-979

[illegible]

Amount Left	\$452,350.21
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Remodel for EM/FD #1

Project # 994
Coding: 003-000-XXXX-994

Vendor Name	Estimate Amount	Amount Spent	Date Paid	Memo
	\$ 2,245,000.00			

Total	\$	-
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Attachment: ARPA requests and approvals (15411 : Monthly Cash Flow Reports for January 2025)



**COUNTY CLERK &
ELECTIONS**
Policy

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

COMMISSION AGENDA REPORT

FROM: Brittany Phillips, Budget & Finance Officer

MEETING: February 13, 2025

SUBJECT: RHID Policy

PRESENTER: Brittany Phillips, Budget & Finance Officer

BACKGROUND

K.S.A. 12-5241 et seq. Reinvestment Housing Incentive District (RHID) is designed to help developers build housing in communities. It captures the incremental increase in property taxes created by the development for up to 25 years. This increase can be used to pay debt on bonds issued or transferred to the developer as reimbursement for costs. It is not expected at this point for the Commissioners to make a decision today on this policy, we can always bring it back.

DISCUSSION

On January 16th, the RHID policy was presented along with the Manhattan Housing Study. After reviewing the policy, Commissioners directed staff to make the following changes:

- Include an affordability section detailing the County will consider affordability in terms of HUD's definitions. Section 6-H.
- RHID applications are to be presented on an individual basis. Section 3.
- Any RHID term over 10 years will be presumed to have an adverse effect on the County. Section 6-G.

RECOMMENDATION(S)

It is the recommendation of the Budget & Planning Committee to approve the policy as presented or as modified by the BoCC.

POSSIBLE MOTION(S)

Move to approve the Riley County Reinvestment Housing Incentive District Policy as presented.

Move to deny

Move to modify Riley County Reinvestment Housing Incentive District Policy as discussed.

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Riley County Reinvestment Housing Incentive District Policy - 2.6.25 (PDF)

RILEY COUNTY REINVESTMENT HOUSING INCENTIVE DISTRICT POLICY

1. Purpose

Reinvestment Housing Incentive District (“RHID”), formerly known as the Rural Housing Incentive District, governed by K.S.A. 12-5241 *et seq.*, is a program designed to assist in the financing of public infrastructure to support the development of housing within cities and counties. RHID financing captures incremental property tax revenues that are created by development that occurs within the boundaries of the district. Such incremental revenue may only be used for statutorily defined costs. The use of RHID allows the sponsoring government to divert taxes levied by it and other governments to pay for those actions. If not for the public investments being made, the redevelopments and resulting tax increments being diverted to the projects would not otherwise occur. The addition of new and renovated housing units as a result of the RHID will add potential demand for county services.

Of the statutorily required steps for the creation of an RHID, Riley County will consider in its review establishing the RHID:

- A. The Housing Needs Analysis created pursuant to statute which demonstrates:
 - i. There is a shortage of quality housing within the County;
 - ii. The shortage of housing is expected to persist;
 - iii. The shortage of housing is a substantial deterrent to future economic growth in the County; and
 - iv. The future economic well-being of the County depends on the Board ratifying the provision of additional incentives for the construction or renovation of quality housing in the County.
- B. The County is authorized by statute to, within thirty (30) days of the date of the City’s public hearing establishing and creating the RHID, nullify the creation of the RHID if the Board of County Commissioners determines the RHID will have an adverse effect on Riley County.

2. Scope

The Board of County Commissioners (“BOCC”) has adopted this policy to guide County staff in the analysis of proposed RHIDs to provide framework within which staff and the BOCC can evaluate and inform the public of the County’s position on a proposed RHID.

3. Policy Statement

Riley County shall analyze proposed RHIDs and determine whether or not the proposed RHID creates an adverse effect to Riley County. Riley County will consider and evaluate RHIDs individually if any are presented as a group. RHIDs presented as a group and requested to be approved as a group shall create a presumption of having an adverse effect on Riley County. Due to the amount of eligible infrastructure required, Riley County is

predisposed to support urban infill efforts over suburban sprawl. Riley County is also predisposed to support the creation of affordable housing over other types of development. Further, Riley County will favor RHIDs with predetermined and agreed upon limitations on either the term of the RHID or the total monetary incentive distributed to, and expended from, the RHID fund. Communication with Riley County as early as possible in the process of considering utilizing the RHID incentive is preferred over waiting to engage the County until the statutorily required notification. A presumption of an adverse effect will occur in the event the County is only notified by the statutorily required period.

4. **Adverse Effect**

Adverse effect to the county shall be cause for disapproval of a RHID, pursuant to the statutory requirements. Criteria to assist in determining adverse effect to Riley County shall include, but is not limited to, the following list:

- A. Proposed project is economically feasible without RHID funding support. Such economic feasibility shall be determined using industry standard principles.
- B. Potential loss of tax revenue;
- C. Potential increase in public services hindering the effective delivery of said public services;
- D. Places an undue burden on the County;
- E. Proposed private equity funding and financial guarantees are deemed insufficient to mitigate against default risk.
- F. Developer or principal, is not current in payment of ad valorem tax or special assessments.
- G. Current and potential fiscal impacts to county governance are greater than the benefit.
- H. Sufficient data or notification was not provided for County staff to adequately review the proposal for a RHID.
- I. RHID overlaps with other economic development incentives, thus creating an inherently incompatible public financing support arrangement.
- J. Project creates an incentive or equity issue that is determined to create an unfair advantage for one housing developer over another.

5. **Minimum Data Requirements**

The proposed RHID shall describe how it would fulfill the basic statutory requirements, follow statutory procedures, and citation of specific applicable authority for the creation of the RHID.

The City or other government entity providing official notice to Riley County pursuant to K.S.A. 12-5245, shall include the following documents to assist in fiscal analysis demonstrating the need for public funding assistance.

- A. The legal description and map required by K.S.A. 12-5244(a), and amendments thereto;
- B. The existing assessed valuation of the real estate in the proposed district, listing the land and improvement values separately;
- C. A list of the names and addresses of the owners of record of all real estate parcels within the proposed district;
- D. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed district, and the location thereof;
- E. A listing of the names, addresses and specific interests in real estate in the proposed district of the developers responsible for development of the housing and public facilities in the proposed district;
- F. The contractual assurances, if any, the governing body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district;
- G. A comprehensive analysis of the feasibility of providing housing tax incentives in the district, as provided in this act, that shows the public benefits derived from such district will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such district. If other sources of public or private funds are to be used to finance the improvements, they shall be identified in the analysis;
- H. A comprehensive fiscal analysis demonstrating that the project is not economically feasible without creating a RHID;
- I. A certified copy of the resolution adopted by the City's governing body;
- J. Other information deemed necessary by the BOCC or County staff in order to complete reasonable due diligence in determining potential adverse effect(s) to the County.

6. Economic Analysis, Evaluation Criteria and Risk Assessment Process

- A. Proposed uses of RHID financing will be subject to rigorous economic analysis and risk assessment. Riley County Clerk's Office in conjunction with the Riley County Appraiser's Office will be jointly responsible for overseeing the analysis and assessment process.
- B. The analysis and assessment of all proposed uses of RHID financing will address the following questions as part of the standard format for reports to the BOCC:
 - i. There is a shortage of quality housing within the City that will be mitigated by the creation of the RHID.

- ii. The shortage of housing is expected to persist due to the financial infeasibility of the development or other circumstances that require public funding assistance.
- iii. The shortage of housing is a substantial deterrent to future value added economic growth in the City and County that, among other factors, can be expected to:
 - a. Create and retain quality jobs.
 - b. Encourage additional capital investments.
 - c. Broaden and diversify the tax base.
 - d. Increase regional cooperation for economic development.
- iv. The future economic well-being of the City depends on the governing body providing additional incentives for the construction or renovation of quality housing in the City which may be demonstrated by:
 - a. Redeveloping neighborhoods.
 - b. Reducing crime.
 - c. Encouraging urban infill.

C. Additional considerations include, but are not limited to:

- i. How the proposed development aligns with the objectives contained within the City's housing plan or substantially similar plan.
- ii. How much private equity is being invested relative to the public funding support.
- iii. The project's fulfillment of the public purpose of providing quality affordable housing to support job growth, economic development, and mitigate urban decay.
- iv. Developer qualifications and experience will be reviewed based on:
 - a. Credit history, including letters of good standing from lenders.
 - b. Experience with similar development projects.
 - c. Previous credit defaults, if any.
 - d. Other considerations on a case-by-case basis.
- v. Total cost of the project.
- vi. Total number of units being developed.
- vii. Other available funding sources that could reduce the need of public funding.
- viii. The project's ability to provide quality, affordable housing options to those otherwise unable to afford such housing options.
- ix. The project's ability to provide quality housing for occupants with an income below the area median income.
- x. The project's ability to contribute to efforts to improve areas where urban decay is present.

D. The results of the economic analysis and risk assessment will be presented to the BOCC at the time of its review of the proposed use of the RHID financing. The report will identify any elements of the proposed project that are not in conformance with this Reinvestment Housing Incentive District Policy.

E. Need for Public Assistance

In all cases, it is required that the need for RHID financing be demonstrated and documented by the City to the satisfaction of the Riley County Clerk's Office, the Planning and Development Department, Riley County Appraiser's Office, County Counselor's Department and the Public Works Department. To the extent it is not part of the Minimum Data Requirements listed above, all such documentation, including development budgets, cash flow projections, market studies and other financial and market information, must be submitted upon request. If the request is based on financial gap considerations, the City proposing to create the RHID will demonstrate the profitability and feasibility of the project (i.e. gross profit, cash flow before taxes, cash-on-cash return, IRR, and other metrics used consistent with industry practices), both with and without RHID financing. The County favors using RHID incremental taxes to reimburse the developer for upfront infrastructure expenditures versus utilizing RHID to supplant special assessments as a way to pay for special revenue bond financing. Should bond financing be employed in the project funding stack, a compelling case must be made by the City to show why RHID financing is required and preferred over special assessment or other repayment methods that do not involve County and other jurisdiction funding support.

F. Amount of RHID financing Compared to Private Investment

All RHID proposals should seek to maximize the amount of private investment per dollar of RHID financing. RHID financing as a percentage of total development costs and private equity funding will be reviewed for each project.

G. Term of RHID Financing

Although statutorily authorized for up to twenty-five (25) years, the term of the RHID shall be kept to a minimum. The proposed maximum term of any RHID financing shall be fully documented and explained to the BOCC. Any requested term more than ten (10) years shall have a presumptive adverse effect. The BOCC prefers to support a RHID that establishes a pre-determined date for cessation of the RHID or a "not to exceed" amount of RHID incremental revenues. Such limitation on the term or total amount of public funding shall be a part of agreements between the City and the developer, and shall be included

in the City's ordinance and County Resolution approving a RHID. Annual reports from the City to the County setting forth the annual and cumulative incremental taxes distributed, expenditures of RHID revenues, total project costs and remaining expenditures to satisfy the agreed upon expenditures shall be provided for tracking the progress toward cessation of the RHID incentive.

H. Affordability

Housing affordability as discussed within this policy shall refer to housing affordability as defined by the United States Department of Housing and Urban Development ("HUD")¹. The County reserves the right to consider factors not included within HUD's definition when determining housing affordability.

¹ The following hyperlink is an article from HUD titled "Defining Housing Affordability."
<https://www.huduser.gov/portal/pdredge/pdr-edge-featd-article-081417.html>.



**COUNTY CLERK &
ELECTIONS**
Funding

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COMMISSION AGENDA REPORT

FROM: Brittany Phillips, Budget & Finance Officer

MEETING: February 13, 2025

SUBJECT: CIP Reserve Discussion

PRESENTER: Brittany Phillips, Budget & Finance Officer

BACKGROUND

In 2018, the Hardware Refresh Reserve was established in CIP through 2025. The total amount established to be transferred through 2025 was \$1,182,221. It was understood at this time the funds had to be transferred in order to pay for a hardware refresh for Emergency Management. A meeting was held in 2024 with Ka-Comm & Harris to determine if this was the case due to the contracts having conflicting information. Ka-Comm & Harris advised this refresh amount was part of the overall contract we pay for, not an additional cost.

DISCUSSION

From 2018 until 2024, the total amount transferred was \$1,034,446 and these funds now can be used for other projects.

FISCAL IMPACT

Releasing these reserve funds, increases the available funds Riley County has to use for strategic planning or other projects within the County.

RECOMMENDATION(S)

Staff recommends releasing the reserve funds to be made available for other projects within Riley County.

POSSIBLE MOTION(S)

Move to approve releasing the reserve funds totaling \$1,034,446 to be made available for other projects.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures: