



**Board of Riley County
Commissioners
Regular Meeting
Agenda
March 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. Bid Recommendation - Corrugated Metal Pipe and Bands
4. Retail Dealer's 2025 Cereal Malt Beverages License for Britt's Farm
5. Sign Riley County Employee Action Form(s)
6. Discuss Joint City/County/County Meeting

Review Minutes

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

Review Tentative Agenda

8. Tentative Agenda

Press Conference Topics

9. Discuss Press Conference

9:00 AM

Bryant Parker, Counselor/Director of Administrative Services

10. Administrative Work Session

9:20 AM

Alvin Perez, Operations and Fleet Manager

11. Bid opening for a 2025 tandem axle dump truck

9:30 AM

Shilo Heger, Treasurer

12. February 2025 Revenue Reporting - Riley County Treasurer

9:45 AM

Jason Smith, Manhattan Area Chamber of Commerce

13. Economic development update

10:00 AM

Diane Creek, Health Department Director and Kaylyn Speth, WIC Supervisor

14. Staff update
15. Request to post and refill Public Health Emergency Preparedness
16. WIC Update

10:45 AM

Megan Lewis, Community Corrections Director

17. Out of State Travel Request

10:50 AM

Budget and Planning Committee - Brittany Phillips, Budget and Finance Officer

18. Monthly Cash Flow Report for February 2025

11:00 AM

Michael Boller, Noxious Weed/HHW Director

19. Staff Update
20. Bala cleanup estimate and request for funding.
21. Vehicle Department Transfer

11:15 AM

Elizabeth Ward, Human Resources Director

22. Executive session to discuss a performance matter involving non-elected personnel

11:35 AM

Breva Spencer, Maternal and Child Health Supervisor

23. Out of State Travel Request

11:40 AM

Amanda Webb, Planning/Special Projects Director

24. Keats Sewer System Improvement Project - USDA Rural Development funding

Adjournment

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



PUBLIC WORKS
Recommendations

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: March 13, 2025

SUBJECT: Bid Recommendation - Corrugated Metal Pipe and Bands

PRESENTER: Alvin Perez, Operations Manager

BACKGROUND

Attached for your approval is the staff recommendation and Cost Comparisons for the Corrugated Metal Pipe and Bands Bids.

POSSIBLE MOTION(S)

Move to approve the staff recommendation for the bid submitted by Welborn Sales, Inc. of Salina, KS to supply Corrugated Metal Pipe and Bands for the low bid of \$81,299.29.

Move to deny.

Move to table.

Enclosures:

- 2025 Holders List and Bid Tab (XLSX)

Bid Tabulation Sheet

Riley County Public Works Corrugated Metal Pipe and Bands

Date: Monday, March 3, 2025

			Welborn Sales, Inc. Box 1666 Salina, KS 67402-1666		J & J Drainage Products Co. P.O. Box 829 Hutchinson, KS 67504-0829		Metal Culverts Inc. P.O. Box 330 Jefferson City, MO 65102		Contech 4300 Beltway Pl, Ste 150 Arlington, TX 76018	
Item #	Quantity	Description of Items	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	5	21" x 15" x 25' MAC Spiral Culvert	437.500	2,187.500	432.50	\$ 2,162.50	\$ 663.75	\$ 3,318.75	\$ 525.75	\$ 2,628.75
2	4	28" x 20" x 25' MAC Spiral Culvert	569.440	2,277.760	576.75	\$ 2,307.00	\$ 885.00	\$ 3,540.00	\$ 689.50	\$ 2,758.00
3	3	35" x 24" x 25' MAC Spiral Culvert	708.330	2,124.990	708.00	\$ 2,124.00	\$ 1,076.25	\$ 3,228.75	\$ 862.00	\$ 2,586.00
4	7	35" x 24" x 30' MAC Spiral Culvert	850.000	5,950.000	849.60	\$ 5,947.20	\$ 1,291.50	\$ 9,040.50	\$ 1,034.40	\$ 7,240.80
5	9	42" x 29" x 30' MAC Spiral Culvert	1,040.000	9,360.000	1,013.40	\$ 9,120.60	\$ 1,539.00	\$ 13,851.00	\$ 1,241.10	\$ 11,169.90
6	3	57" x 38" x 20' MAC Spiral Culvert	933.330	2,799.990	902.20	\$ 2,706.60	\$ 1,893.00	\$ 5,679.00	\$ 1,103.20	\$ 3,309.60
7	3	73" x 55" x 24' MAC Spiral Culvert	1,546.670	4,640.010	1,803.12	\$ 5,409.36	\$ 2,742.00	\$ 8,226.00	\$ 1,794.48	\$ 5,383.44
8	15	18" x 30' CMP Spiral Culvert	491.670	7,375.050	468.60	\$ 7,029.00	\$ 756.00	\$ 11,340.00	\$ 558.30	\$ 8,374.50
9	16	24" x 25 CMP Spiral Culvert	513.890	8,222.240	\$ 520.75	\$ 8,332.00	\$ 840.00	\$ 13,440.00	\$ 610.25	\$ 9,764.00
10	11	30" x 30' CMP Spiral Culvert	766.670	8,433.370	\$ 767.40	\$ 8,441.40	\$ 1,237.50	\$ 13,612.50	\$ 915.30	\$ 10,068.30
11	3	42" x 24' CMP Spiral Culvert	853.330	2,559.990	\$ 857.04	\$ 2,571.12	\$ 1,382.40	\$ 4,147.20	\$ 1,025.04	\$ 3,075.12
12	2	48" x 20' CMP Spiral Culvert	822.220	1,644.440	\$ 814.60	\$ 1,629.20	\$ 1,314.00	\$ 2,628.00	\$ 976.20	\$ 1,952.40
13	2	54" x 24' CMP Spiral Culvert	1,120.000	2,240.000	\$ 1,356.72	\$ 2,713.44	\$ 1,897.20	\$ 3,794.40	\$ 1,318.08	\$ 2,636.16
14	4	17" x 13" x 30' MAC Annular Culvert	516.670	2,066.680	\$ 802.80	\$ 3,211.20	\$ 679.50	\$ 2,718.00	\$ 710.70	\$ 2,842.80
15	4	28" x 20" x 30' MAC Annular Culvert	522.220	2,088.880	\$ 1,252.80	\$ 5,011.20	\$ 1,062.00	\$ 4,248.00	\$ 1,137.30	\$ 4,549.20
16	4	35" x 24" x 30' MAC Annular Culvert	983.330	3,933.320	\$ 1,522.80	\$ 6,091.20	\$ 1,291.50	\$ 5,166.00	\$ 1,421.10	\$ 5,684.40
17	4	15" x 30' CMP Annular Culvert	466.670	1,866.680	\$ 754.20	\$ 3,016.80	\$ 639.00	\$ 2,556.00	\$ 638.40	\$ 2,553.60
18	3	18" x 30' CMP Annular Culvert	555.000	1,665.000	\$ 892.80	\$ 2,678.40	\$ 756.00	\$ 2,268.00	\$ 766.20	\$ 2,298.60
19	6	24" x 30' CMP Annular Culvert	730.000	4,380.000	\$ 1,188.00	\$ 7,128.00	\$ 1,008.00	\$ 6,048.00	\$ 1,021.50	\$ 6,129.00
20	2	30" x 30' CMP Annular Culvert	900.000	1,800.000	\$ 1,461.60	\$ 2,923.20	\$ 1,237.50	\$ 2,475.00	\$ 1,277.10	\$ 2,554.20
21	11	17" x 13" Arch Annular Band	11.480	126.280	\$ 40.14	\$ 441.54	\$ 34.00	\$ 374.00	\$ 36.52	\$ 401.72
22	20	21" x 15" Arch Annular Band	26.260	525.200	\$ 47.16	\$ 943.20	\$ 116.35	\$ 2,327.00	\$ 37.70	\$ 754.00
23	5	28" x 20" Arch Annular Band	34.170	170.850	\$ 62.64	\$ 313.20	\$ 155.00	\$ 775.00	\$ 41.87	\$ 209.35
24	19	18" CMP Annular Band	27.740	527.060	\$ 44.64	\$ 848.16	\$ 110.50	\$ 2,099.50	\$ 37.70	\$ 716.30
25	24	24" CMP Annular Band	36.500	876.000	\$ 59.40	\$ 1,425.60	\$ 147.15	\$ 3,531.60	\$ 39.75	\$ 954.00
26	6	30" CMP Annular Band	45.000	270.000	\$ 73.08	\$ 438.48	\$ 180.70	\$ 1,084.20	\$ 41.54	\$ 249.24
27	8	18" CMP End Section	148.500	1,188.000	\$ 121.00	\$ 968.00	\$ 211.80	\$ 1,694.40	\$ 258.00	\$ 2,064.00
			TOTAL BID	81,299.290	TOTAL BID	\$ 95,931.60	TOTAL BID	\$ 133,210.80	TOTAL BID	\$ 102,907.38

RCPW Staff recommendation



**COUNTY CLERK &
ELECTIONS**
License

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

COMMISSION AGENDA REPORT

FROM: Carley Harris, Administrative Analyst - Levy

MEETING: March 13, 2025

SUBJECT: Retail Dealer's 2025 Cereal Malt Beverages License for Britt's Farm

PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to sign a Retail Dealer's 2025 Cereal Malt Beverages License for Britt's Farm, 1000 S. Scenic Drive, Manhattan, Kansas 66503.

Move to deny

Enclosures:

- Britts Cereal Malt Beverage License (PDF)

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee: \$ 125

RETAIL

No. 004

DEALER'S

2025

LICENSE

TO ALL WHOM IT MAY CONCERN:

License is here by granted to Britt's Farm to sell at retail

CEREAL MALT BEVERAGES

for consumption on the premises

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 1000 S Scenic Dr Manhattan, KS 66503

(Give exact location, with street number, if any.)

in the Township of Ogden in Riley County, Kansas

Application therefore, on file in the Office of the County Clerk of said County, having been approved by the Governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License will expire December 31, 2025, unless sooner revoked, is not transferable, Nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of Riley County, Kansas,

(SEAL)

this 13th day of March, 2025

Attest: _____

County Clerk

Chairman



**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: March 13, 2025

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2025-03 EKurtz EAF (DOCX)
- 2025-03 CC AStockton EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Erin Kurtz**Status Change Date:** 03/10/2025**Status Change:** New Hire**Date of Hire:** 03/17/2025**Seniority:** 0 Year(s), 0 Month(s)**Position:** Fiscal Analyst-HD**Position Type:** Full Time**Pay Range:** 8**Pay Type:** Hourly**Base Rate:** \$26.96**Annualized Pay:** \$56,076.80**Funds Codes:** 1-General/2-Clerk**Supervisor:** Brittany Phillips**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2025-03 EKurtz EAF (15543 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Amy Stockton**Status Change Date:** 03/07/2025**Status Change:** Separation**Date of Hire:** 10/30/2023**Seniority:** 1 Year(s), 4 Month(s)**Position:** On-Call Juvenile Intake & Assessment Officer**Position Type:** As-Needed**Pay Range:** 1**Pay Type:** STIPEND**Base Rate:** \$18.37**Annualized Pay:** \$9185.00**Funds Codes:** 2001-KDOC Juv Services, 521-KDOC Juv Services**Supervisor:** Megan Lewis**Department Head:** Megan Lewis

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2025-03 CC AStockton EAF (15543 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
March 17, 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

Review Tentative Agenda

Press Conference Topics

9:15 AM

David Adams, EMS/Ambulance Director

1. Staff update

9:30 AM

Press Conference

9:35 AM

Jacob Hansen, Deputy County Counselor

2. Fence View Application for Hargrave

10:10 AM

Bryant Parker, Counselor/Director of Administrative Services

3. Administrative Work Session

12:00 PM

Law Enforcement Agency Meeting

Adjournment

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



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
March 20, 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](#)

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

Alvin Perez, Operations and Fleet Manager

3. Bid opening for 2025 15T Hydraulic Dovetail Trailer

10:00 AM

Daniel Skucius, Extension Director

4. Staff update

10:15 AM

Brian Peete, RCPD Director

5. RCPD update

4:00 PM

Joint City/County/County Meeting (at City Offices)

Adjournment

Announcement

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

Attachment: 03-20-25 tentative agenda (15460 : 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: 03-20-25 tentative agenda (15460 : Tentative Agenda)



**COUNTY TREASURER'S
OFFICE**
Staff Update

Shilo Heger
Treasurer
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6320

STAFF REPORT

FROM: Shilo Heger

MEETING: March 13, 2025

SUBJECT: February 2025 Revenue Reporting - Riley County Treasurer

PRESENTER: Shilo Heger

Enclosures:

- February 2025 Financials (PDF)

Riley County Balance Sheet
February 28, 2025

12.a

Assets		Liabilities/Fund Balances		
KS State Bank-Checking	59,661,800.49	County General		14,329,450.33
KS State Bank-ARP	7,027,017.19	Disaster Fund (ARPA Funds)		7,027,017.19
Riley State Bank	362,026.14	Health Department		2,854,049.20
Outdoor Bank	5,000.00	Capital Improvements Fund		29,738,029.31
		Economic Development		379,161.69
Cash on Hand	200,066.38	RCPD Levy/Inmate Medical		1,851,462.70
CD/CDARS	15,000,000.00	Bond & Interest		485,957.15
		Road & Bridge Capital Projects		5,479,667.43
		Road & Bridge .20 Sales Tax		5,322,945.16
		Landfill Closure		65,126.68
		Special Parks & Recreation		24,526.46
		County Building		392,742.18
		County Auction		427,396.36
		Solid Waste		819,390.35
		Emergency Management		606,998.15
		Fire District #1		1,348,059.01
		Register of Deeds Tech Fund		187,708.55
		Clerk Tech Fund		194,912.79
		Treasurer Tech Fund		125,360.85
		Motor Vehicle Operations		150,697.18
		RCPD Ops/IT Reserve/Seizure		3,320,487.55
		District Court-Technology		139,348.38
		Court Services		2,875.00
		EMS Grants		5,185.21
		Museum Bequest		6,582.25
		War Memorial Fund		11,010.07
		KS Opioid Settlement		222,201.18
		LATCF Funds		100,000.00
		LEPP Grant		40,131.00
		Miscellaneous		-866.38
		Community Corrections		599,497.67
		JJA Prevention	Teen Court	Adult Services
		Juvenile Intake Case Manager	Juvenile Service	Special Alcohol
		County Attorney		3,054.97
		Special Prosecutor Trust	PATF	
		Benefit Districts		1,250,960.83
		University Park	Moehlman Bottoms	Deep Creek
		Carson Sewer	Valleywood	Lakeside Heights
		Hunters Island	Terra Heights	Konza
		Mertz/McGehee Drainage		
		Funds to be Distributed		156,518.98
		City Funds	Wildlife & Parks	School Funds
		Township Funds	Special Assessments	State Funds
		Cemetery Funds		
		Tax Holding Funds		4,588,264.77
		Commercial Vehicle Fees	16/20M Truck Taxes	Advance Tax
		Recreational Vehicle Tax	Current Ad Valorem Tax	Sales Tax Coll
		Motor Vehicle Tax	Delinquent PP Tax	Driver's License
		Motor Vehicle Registrations	Delinquent RL Tax	Veh Rental Excise
TOTAL ASSETS	\$ 82,255,910.20	TOTAL LIABILITIES & FUND BAL		82,255,910.20

Attachment: February 2025 Financials (15542 : February Treasurer's Report-2025)

Investments and Interest
February 28, 2025
Investments & Year to Date Interest

Bank	CDs	Checking Savings	Year to Date Interest	2024 Interest
KS State Bank	\$0.00	\$66,688,817.68	\$660,254.60	
Riley State Bank	\$6,300,000.00	\$362,026.14	\$25,249.54	
Peoples State Bank	\$0.00	\$5,000.00	\$24.95	
Sunflower	\$0.00	\$0.00	\$0.00	
UMB	\$0.00	\$0.00	\$0.00	
Landmark National Bank	\$0.00	\$0.00	\$0.00	
Intrust	\$1,000,000.00	\$0.00	\$23,538.75	
Capitol Federal	\$0.00	\$0.00	\$0.00	
Community 1st National Bank	\$2,900,000.00	\$0.00	\$0.00	
United Bank	\$4,800,000.00	\$0.00	\$0.00	
Municipal Investment Pool	\$0.00	\$0.00	\$0.00	
Commerce Bank	\$0.00	\$0.00	\$22,810.67	
Central National Bank	\$0.00	\$0.00	\$0.00	
Total	\$15,000,000.00	\$67,055,843.82	\$731,878.51	\$4,105,242.72
Cash & Transfer items	\$200,066.38			
Total on Deposit	\$82,255,910.20			
			2025	2024
Interest Transfers				
Capital Improvements #145			\$323,326.97	\$1,052,690.08
Emergency 911 #148			\$8,160.77	\$38,967.79
Reg of Deeds Technology #106			\$2,109.52	\$9,245.12
Clerk Technology #107			\$2,298.76	\$9,595.45
Treasurer Technology #108			\$1,463.70	\$6,085.66
RCPD Seizure Funds			\$3,590.73	\$16,201.97
Total Transfers			\$340,950.45	\$1,132,786.07
Net Interest to County General			\$390,928.06	\$2,972,456.65
Budget			\$ 2,100,000.00	\$2,000,000.00
% Collected			18.62%	148.62%
Interest - ARPA Fund			\$60,830.49	\$695,016.71
Interest rate on active checking account		4.43%		
Interest rate on one year investments		0.00%		

Attachment: February 2025 Financials (15542 : February Treasurer's Report-2025)

**General Fund Revenue Detail
Through February 28, 2025**

12.a

	February		Year To Date		
	Actual	Budget	Actual	Budget	Over/Under Budget
Motor Vehicle					
Motor Vehicle	0	0	439,137	425,826	13,311
Vehicle Rental Excise	0	0	23,422	21,609	1,813
Recreational Vehicle	0	0	3,418	3,969	-551
Commercial Vehicles	0	0	938	0	938
Ad Valorem					
RL/Oil/PP	0	0	13,953,693	13,860,078	93,615
Intangible	0	0	359,052	213,446	145,606
16/20 M Trucks	0	0	11,952	8,685	3,267
Watercraft	0	0	9,374	8,749	625
Delinquent Tax	0	0	136,396	0	136,396
Sales Tax	201,922	183,333	408,692	366,666	42,026
Payment In Lieu of Tax	0	0	0	0	0
City/County Highway	0	0	254,994	256,520	-1,526
Interest/Penalties	30,512	25,000	94,328	50,000	44,328
Investment Interest	326,658	175,000	390,928	350,000	40,928
Recording Fees	21,154	26,667	47,419	53,334	-5,915
Hertiage Trust Fund	1,560	0	3,526	0	3,526
Juvenile Supervision Fees	0	42	0	84	-84
Diversion Fees	0	5,000	9,543	10,000	-457
Franchise Fees	0	0	5,614	8,750	-3,136
Miscellaneous	46	0	46	0	46
Departments					
Clerk	125	250	327	500	-173
Register of Deeds	2,288	2,083	4,024	4,166	-142
Treasurer	323	667	796	1,334	-538
Clerk of the District Court	1,824	3,333	5,999	6,666	-667
Emergency Management	0	0	80,911	85,907	-4,996
Coroner	0	0	0	0	0
Fair	2,484	1,667	2,484	3,334	-850
Museum	0	0	0	0	0
Election	40	333	40	666	-626
Ambulance/EMS	128,614	152,231	309,850	304,462	5,388
Appraiser	800	1,167	5,610	2,334	3,276
Planning & Development	3,350	3,167	6,125	6,334	-209
Information Systems	0	0	0	0	0
General-General	2,839	0	10,913	0	10,913
Public Works	48,159	33,333	139,514	66,666	72,848
Noxious Weed	7,927	8,333	12,789	16,666	-3,877
Total Before Transfers	780,626	621,606	16,731,854	16,136,751	595,103
Transfers In	0	0	0	0	0
Total After Transfers	780,626	621,606	16,731,854	16,136,751	595,103
Over/Under Budget Before Transfers	25.58%		3.69%		
Over/Under Budget After Transfers	25.58%		3.69%		

Attachment: February 2025 Financials (15542 : February Treasurer's Report-2025)

2025 General Fund Revenue
Year To Date

12.a

	February		Year To Date		
	Actual	Budget	Actual	Budget	% of Budget Collected
Motor Vehicle					
Motor Vehicle	0	0	439,137	1,935,572	22.69%
Vehicle Rental Excise	0	0	23,422	43,217	54.20%
Recreational Vehicle	0	0	3,418	18,039	18.95%
Commercial Vehicles	0	0	938	82,194	1.14%
Ad Valorem					
RL/Oil/PP	0	0	13,953,693	25,200,141	55.37%
Intangible	0	0	359,052	388,083	92.52%
16/20 M Trucks	0	0	11,952	15,791	75.69%
Watercraft	0	0	9,374	15,907	58.93%
Delinquent Tax	0	0	136,396	0	0.00%
Sales Tax	201,922	183,333	408,692	2,200,000	18.58%
Payment In Lieu of Tax	0	0	0	40,000	0.00%
City/County Highway	0	0	254,994	1,026,080	24.85%
Interest/Penalties	30,512	25,000	94,328	300,000	31.44%
Investment Interest	326,658	175,000	390,928	2,100,000	18.62%
Recording Fees	21,154	26,667	47,419	320,000	14.82%
Hertiage Trust Fund	1,560	0	3,526	0	0.00%
Juvenile Supervision Fees	0	42	0	500	0.00%
Diversion Fees	0	5,000	9,543	60,000	15.91%
Franchise Fees	0	0	5,614	35,000	16.04%
Miscellaneous	46	0	46	0	0.00%
Departments					
Clerk	125	250	327	3,000	10.90%
Register of Deeds	2,288	2,083	4,024	25,000	16.10%
Treasurer	323	667	796	8,000	9.95%
Clerk of the District Court	1,824	3,333	5,999	40,000	15.00%
Emergency Management	0	0	80,911	85,907	0.00%
Coroner	0	0	0	0	0.00%
Fair	2,484	1,667	2,484	20,000	12.42%
Museum	0	0	0	0	0.00%
Election	40	333	40	4,000	1.00%
Ambulance/EMS	128,614	152,231	309,850	1,826,767	16.96%
Appraiser	800	1,167	5,610	14,000	40.07%
Planning & Development	3,350	3,167	6,125	38,000	16.12%
Information Systems	0	0	0	0	0.00%
General-General	2,839	0	10,913	0	0.00%
Public Works	48,159	33,333	139,514	400,000	34.88%
Noxious Weed	7,927	8,333	12,789	100,000	12.79%
Total Before Transfers	780,626	621,606	16,731,854	36,345,198	46.04%
Transfers In	0	0	0	325,000	0.00%
Total After Transfers	780,626	621,606	16,731,854	36,670,198	45.63%
Over/Under Budget Before Transfers	25.58%				
Over/Under Budget After Transfers	25.58%				
February = 16.67% of the Budget					

Attachment: February 2025 Financials (15542 : February Treasurer's Report-2025)

**Sales Tax Received
February 28, 2025**

12.a

County General					
	2024	2025	Prior Year Variance	2025 Budget	% Over Budget
January (Nov)	183,689.10	206,769.34	12.56%	183,333	12.78%
February (Dec)	207,797.81	201,922.45	-2.83%	183,334	10.14%
March (Jan)	170,859.67	0.00	-100.00%	183,333	-100.00%
April (Feb)	174,539.13	0.00	-100.00%	183,333	-100.00%
May (Mar)	188,313.31	0.00	-100.00%	183,333	-100.00%
June (Apr)	186,323.40	0.00	-100.00%	183,333	-100.00%
July (May)	195,968.02	0.00	-100.00%	183,333	-100.00%
August (June)	193,612.81	0.00	-100.00%	183,333	-100.00%
September (July)	207,620.11	0.00	-100.00%	183,334	-100.00%
October (Aug)	231,452.41	0.00	-100.00%	183,334	-100.00%
November (Sept)	193,728.85	0.00	-100.00%	183,333	-100.00%
December (Oct)	205,577.99	0.00	-100.00%	183,334	-100.00%
Year to Date	\$2,339,482.61	\$408,691.79		\$ 2,200,000.00	-81.42%

	2024	2025
Sales Tax Collected	\$2,339,482.61	\$408,691.79
Budget	\$2,000,000.00	\$2,200,000.00
% of Budget Collected	116.97%	18.58%
% Over Budget	16.97%	1.91%

Attachment: February 2025 Financials (15542 : February Treasurer's Report-2025)

**Sales Tax Received
February 28, 2025**

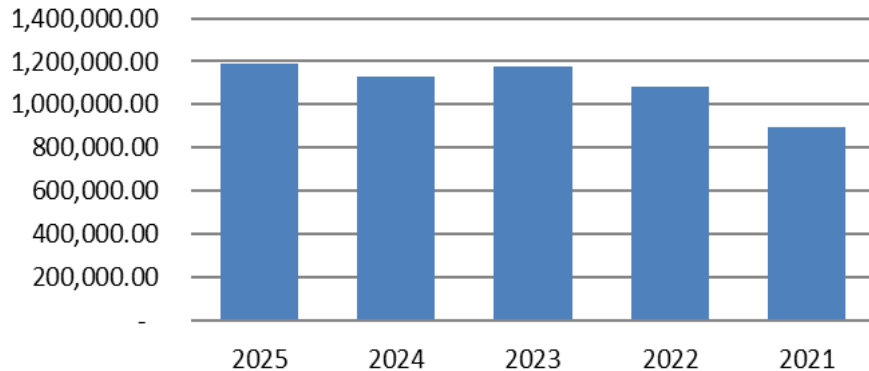
12.a

	Road & Bridge			2025 Budget	% Over Budget
	2024	2025	Prior Year Variance		
January (Nov)	212,079.24	236,121.43	11.34%	166,667	41.67%
February (Dec)	239,257.27	241,460.32	0.92%	166,667	44.88%
March (Jan)	196,726.95	0.00	-100.00%	166,667	-100.00%
April (Feb)	200,963.47	0.00	-100.00%	166,667	-100.00%
May (Mar)	216,822.94	0.00	-100.00%	166,667	-100.00%
June (Apr)	214,531.81	0.00	-100.00%	166,667	-100.00%
July (May)	225,636.56	0.00	-100.00%	166,667	-100.00%
August (June)	221,097.24	0.00	-100.00%	166,667	-100.00%
September (July)	237,092.96	0.00	-100.00%	166,667	-100.00%
October (Aug)	264,308.42	0.00	-100.00%	166,667	-100.00%
November (Sept)	221,229.73	0.00	-100.00%	166,667	-100.00%
December (Oct)	234,760.95	0.00	-100.00%	166,667	-100.00%
Year to Date	\$2,684,507.54	\$477,581.75		\$ 2,000,000.00	-76.12%

	2024	2025
Sales Tax Collected	\$2,684,507.54	\$477,581.75
Budget	\$2,000,000.00	\$2,000,000.00
% of Budget Collected	134.23%	23.88%
% Over Budget	34.23%	7.21%

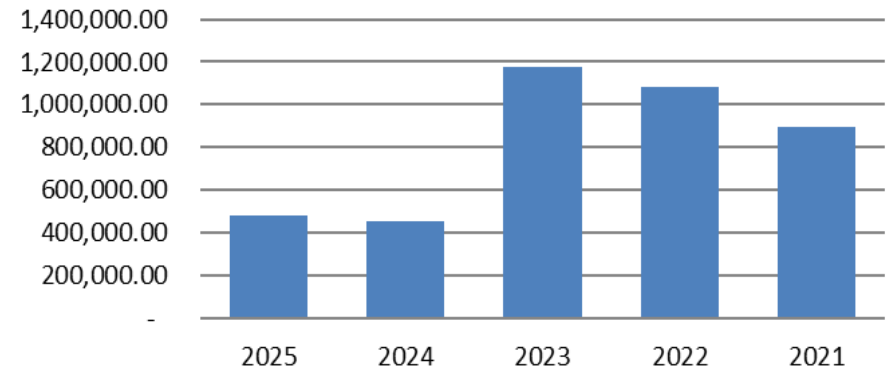
Attachment: February 2025 Financials (15542 : February Treasurer's Report-2025)

.50% General Fund Sales Tax Year to Date Feb. (Dec. Sales)



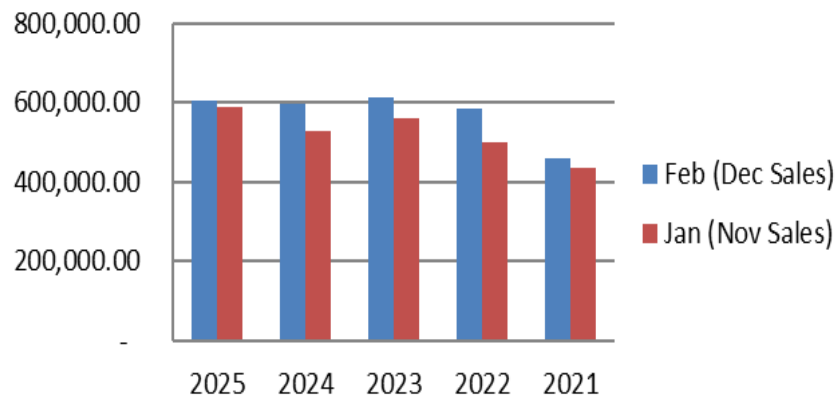
General Fund Sales Tax year to date is 5.82% higher than February 2024

Road & Bridge Sales Tax Year to Date Feb. (Dec. Sales)



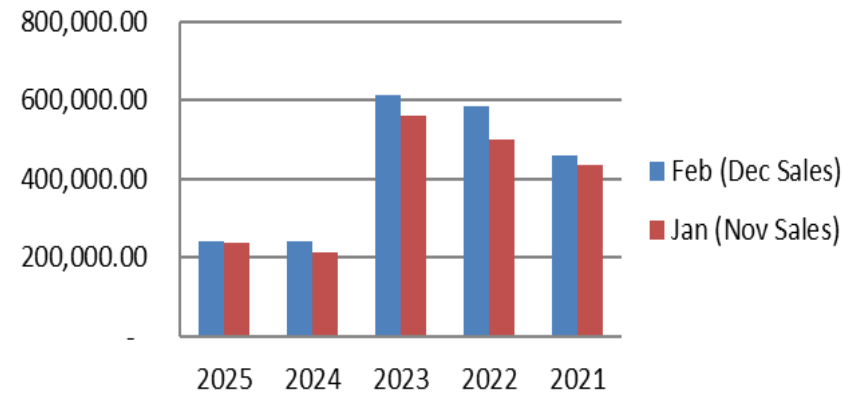
Road & Bridge Sales Tax year to date is 5.82% higher than February 2024

.50% General Fund Sales Tax Prior month comparison



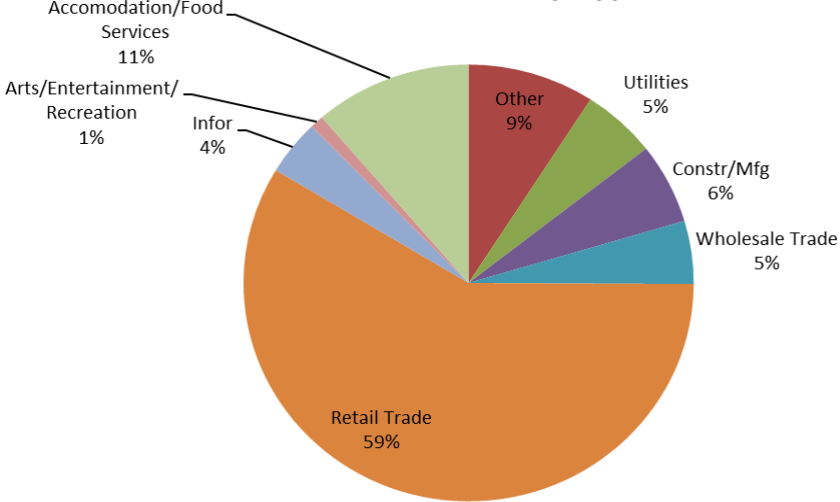
General Fund Sales Tax is 2.26% higher than January 2025.

R&B Sales Tax Prior month comparison



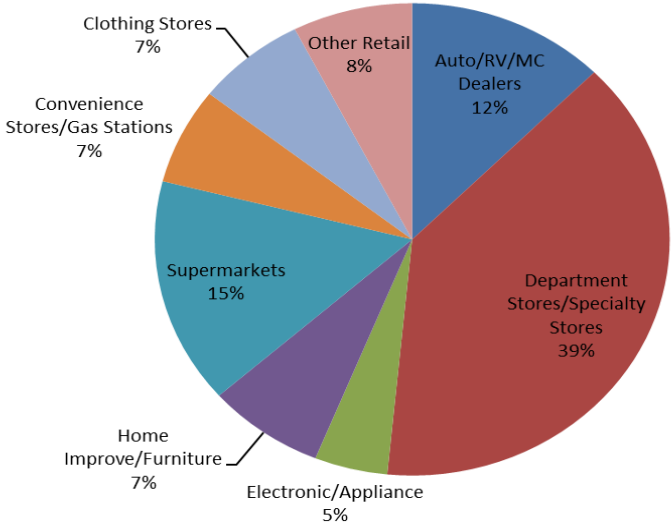
Road & Bridge Sales Tax is 2.26% higher than January 2025.

February Sales Tax Report
December Sales by Type



Other	9.12%	76,982.40
Utilities	5.34%	45,053.07
Constr/Mfg	5.96%	50,321.42
Wholesale Trade	4.66%	39,378.61
Retail Trade	58.55%	494,360.11
Infor	4.09%	34,505.18
Arts/Entertainment/ Recreation	0.98%	8,258.60
Accommodation/Food Services	11.30%	95,407.47
		844,266.86

February Sales Tax Report
December Retail Sales



Auto/RV/MC Dealers	12.49%	61,756.85
Department Stores/Specialty Stores	39.06%	193,080.39
Electronic/Appliance	4.59%	22,692.57
Home Improve/Furniture	7.36%	36,382.79
Supermarkets	15.47%	76,454.94
Convenience Stores/Gas Stations	6.61%	32,669.53
Clothing Stores	6.89%	34,053.87
Other Retail	7.54%	37,269.17
		494,360.11

February 2025 (Dec 2024 Sales)

			State
Sales Tax			Treasurer
Leonardville	468,051.01	0.003692	1,728.05
Ogden	468,051.01	0.014960	7,002.07
Randolph	468,051.01	0.001228	574.86
Riley	468,051.01	0.009811	4,592.22
Manhattan	468,051.01	0.635338	297,370.50
County	468,051.01	0.334970	156,783.31
			0.999999 468,051.01
Use Tax			
Leonardville	134,755.53	0.003692	497.51
Ogden	134,755.53	0.014960	2,015.95
Randolph	134,755.53	0.001228	165.51
Riley	134,755.53	0.009811	1,322.13
Manhattan	134,755.53	0.635338	85,615.29
County	134,755.53	0.334970	45,139.14
			0.999999 134,755.53
602,806.54			602,806.54
R&B Sales Tax			241,460.32
			844,266.86



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: March 13, 2025

SUBJECT: Staff update

PRESENTER: Diane Creek, Health Department Director

Enclosures:

- March 2025 Health Dept staff update (PPTX)

HEALTH DIRECTOR REPORT MARCH 2025



Health
Department

2030 Tecumseh Rd.

Attachment: March 2025 Health Dept staff update (15548 : Health Department update)

- § Electronic Health Records (EHR)
- § Health Department Budgets
- § Washburn Tech Job Fair
- § Staffing- Fiscal Analyst, WIC Clerk, Raising Riley Clerk, PHEP Coordinator



HEALTH DEPARTMENT
Personnel

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

COMMISSION AGENDA REPORT

FROM: Diane Creek, Health Department Director

MEETING: March 13, 2025

SUBJECT: Request to post and refill Public Health Emergency Preparedness

PRESENTER: Diane Creek, Health Department Director

BACKGROUND

The Public Health Preparedness Coordinator ensures essential functions of public health emergency response planning and coordination in Riley County and the WildCat Region are maintained, updated, and acted upon in the event of an emergency or disaster. This position works closely with the Health Department Director, the Budget and Finance Officer, the Emergency Management Assistant Director and the supervisors of the Riley County Health Department. The PHEP Coordinator works collaboratively with the tri-county WildCat Region partners (Geary and Pottawatomie County Health Departments) along with Fort Riley for public health and emergency planning and response.

DISCUSSION

Attached for your review is the Public Health Emergency Preparedness Coordinator position description. This is not a new position but an essential component of our Health Department structure. This position works closely with Riley County Emergency Management and manages the WildCat Region Public Health Emergency Preparedness grant funding from KDHE.

FISCAL IMPACT

There is no fiscal impact. This position is in the current budget and the budget for next year.

RECOMMENDATION(S)

I recommend approving the posting and refilling of the Public Health Emergency Preparedness Coordinator position.

POSSIBLE MOTION(S)

Move to approve the posting and refilling of the Public Health Emergency Preparedness Coordinator position.

Move to deny

Move to modify

Move to table

The Board agreed by consensus to

Enclosures:

- Emergency Preparedness Coordinator position description2025 final (DOCX)
- 2025-02 HD PHEP Coordinator PAF (DOCX)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	PUBLIC HEALTH EMERGENCY PREPAREDNESS COORDINATOR	
Department:	Health Department	Division: Administration
Reports To:	Health Department Administrator	
Pay Grade:	10	Status: Full Time
FLSA Status:	Non-Exempt	

POSITION SUMMARY: The Public Health Emergency Preparedness Coordinator (PHEP) ensures essential functions of public health emergency response planning and coordination in Riley County and the Wildcat Region. This position requires confidentiality and responsiveness working closely with the Health Department Director, the Budget and Finance Officer, the Emergency Management Assistant Director and the supervisors of the Riley County Health Department. The PHEP Coordinator works collaboratively with the tri-county Wildcat Region partners (Geary and Pottawatomie County Health Departments and Fort Riley) for public health and emergency planning and response.

ESSENTIAL FUNCTIONS:

- Creates, maintains, and distributes public health emergency preparedness information to community partners and the public.
- Develops updates and maintains departmental Emergency Operations Plan coordinating with the Emergency Management Assistant Director.
- Collaborates with the Wildcat Regional Preparedness partners to develop and coordinate the Wildcat Region Medical Reserve Corps (MRC) including county and regional exercises.
- Serves as a member of the Riley County Local Emergency Preparedness Committee (LEPC) and assists the Riley County Emergency Management in planning and response.
- Responsible for completing preparedness budget and grant applications, in collaboration with the Health Director and Budget and Finance Officer
- Manages reporting requirements with Health Department Director and Budget/Finance Officer.
- Assists in disease investigation and reporting and coordinates related information sharing.
- Manages emergency response supplies and assets and maintains inventory system.
- Provides reports, presentations, and training on emergency preparedness or response skills.
- Serves as the Department Safety Officer ensuring emergency response and safety training, to include basic incident management, workplace emergency preparedness and response.
- Maintains appropriate ICS training, including ICS 100, 200, 700, 800 and 300 level courses.

SECONDARY FUNCTIONS:

- Assists Riley County Emergency Operations during emergency response.
- Remains current with Health Alert Network (HAN) reports.
- Participates in meetings as assigned by Administrator and may represent RCHD at external meetings.
- Secures educational materials for pertinent audiences in appropriate languages.
- Provides public health emergency preparedness information for the RCHD website.
- Performs other duties as assigned.

POSITION REQUIREMENTS:

Education: Bachelor's degree in biological sciences, communications, public health, or related field required. Incident Command System (ICS) 100, 120, 200, 700, and 800 certifications must be obtained within 120 days of employment. Other Incident Command System courses may be required. Working knowledge of the Incident Command System (ICS) required. Specific ICS training will be gained and maintained. Requires knowledge of standardized rules, procedures or operations requiring considerable training and experience to perform a wide range of public health emergencies.

License(s)/Certification(s): Emergency Medical Technician certification preferred. Nursing licensure, or other pertinent credentials preferred. Basic CPR, AED, and First Aid Certification required within 60 days of hire. Valid driver's license required.

Experience: At least 1-year job-related experience or education in public health, medical, or emergency management fields required. Experience in emergency planning, writing, volunteer management, and public health communicable disease reporting preferred.

Appropriate combination of experience and education may be considered in lieu of requirements.

Skills: Ability to collaborate and maintain relationships with emergency service personnel, volunteers, public officials, and the general public. Must be organized and able to prioritize. Ability to maintain confidentiality and work independently. Excellent written and verbal communication skills. Ability to understand complex oral and written instruction, speak effectively, and give clear, concise instruction including written reports. Ability to follow instructions and work within guidelines provided. Ability to appraise emergency situations and make appropriate decisions.

Conforms to HIPAA privacy and security regulations specific to position held. The Public Health Emergency Preparedness Coordinator has authority to access protected health information (PHI) for health care operations (non-treatment) as necessary for disease surveillance. Disclosures are only allowed as necessary or when required by law. Does not have authority to access PHI for payment.

Supervisory Controls: The employee and the Health Department Director work together to set the objectives, deviations are discussed with the supervisor.

Supervisory Responsibility: None

Guidelines: Guidelines are written and oral. Employee follows guidelines set by Riley County, The state of Kansas, grant guidelines and direction from the Director. The employee uses judgment in interpreting and adapting guidelines for application to specific cases or problems. The employee analyzes results and recommends changes.

Complexity: The work requires self-motivation and advanced planning with intelligent, sometimes rapid emergency decisions. The decision regarding tasks depends upon the analysis of the subject, phase, or issues involved in the assignment, and the course of action may have to be selected from many alternatives. Will work with many individuals of varying interests and levels of responsibility.

Scope and Effect of Work: The work involves establishing criteria; formulating projects; assessing program effectiveness; and investigating or analyzing a variety of unusual conditions, problems, or questions during and after critical situations.

Personal Contacts: Contacts and partnerships are with individuals or groups from inside and outside the County in a moderately unstructured setting (e.g., the contacts are not established on a routine basis); the purpose and extent of each contact is different and the role and authority of each party is identified and developed during the contact.

Purpose of Contacts: The purpose is to plan, coordinate, advise, and educate on work efforts or to resolve problems by influencing or motivating individuals or groups who are working toward mutual goals and who have basically cooperative attitudes.

Physical Demands: The physical demands described represent those required to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk and hear from both ears; smell. The employee must regularly lift and/or move up to 20 pounds. Subject is on call for emergency or disaster situations.

Work Environment: The work environment characteristics described represent those encountered while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee may be exposed to wet and/or humid conditions; toxic or caustic chemicals; outside weather conditions; extreme cold; extreme heat; risk of electrical shock; explosives. The noise level in the work environment is usually normal. Response to natural or man-made disasters may occasionally be required.

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

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

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

- Submitted by Diane Creek on 02/25/2025 at 03:01 AM
- Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)

Company Riley County, KS	Position Template Public Health Emergency Preparedness Coordinator [PHEP]	Work Location Health Department/EMS
Job ID 3083201	Salary \$26.08-28.34	Supervisor Position No
Pay Grade RANGE 10 [RANGE 10]	EEO Class --	Workers Compensation 8810 [8810]
Cost Center 1 Health Department [30]	Cost Center 2 HD-Emerg Preparedness [410]	Cost Center 3 --
1 Job Slot PUBLIC -1		

Supervisor: Diane Creek

Department Head: Diane Creek

☒ No changes to Position or Budget

☒ Position Description attached

Total annual hours: 2080

☒ Budgeted

☐ New or updated position description

☐ New request for budget (details attached)

Salary: \$ 58,947.20

Budget for Benefits: \$ 23,284.14

Total proposed annual budget: \$82,231.34

Additional Position Comments: _____

BoCC Chair _____ Date: _____

BoCC Member _____ Date: _____

BoCC Member _____ Date: _____



HEALTH DEPARTMENT
Update

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

MEMORANDUM

FROM: Kaylyn Speth
MEETING: March 13, 2025
SUBJECT: WIC Update
PRESENTER: Kaylyn Speth, WIC Supervisor

Enclosures:

- 03.13.2025 WIC Presentation (PPTX)



Riley County Women, Infant, and Children (WIC) Update

Kaylyn Speth
WIC Supervisor
March 13th, 2025



WIC Basics

i Eligibility

i Category

- i Pregnant, post-partum,
and breastfeeding women

- i Infants

- i Children up to the age of 5

i Income Eligible

- i 185% of Federal Poverty Level

i Identified Nutrition Risk

i Services

i Nutrition Education

- i Registered Dietitians

i Healthy Foods

- i Worth \$800 per year per client

i Breastfeeding Support

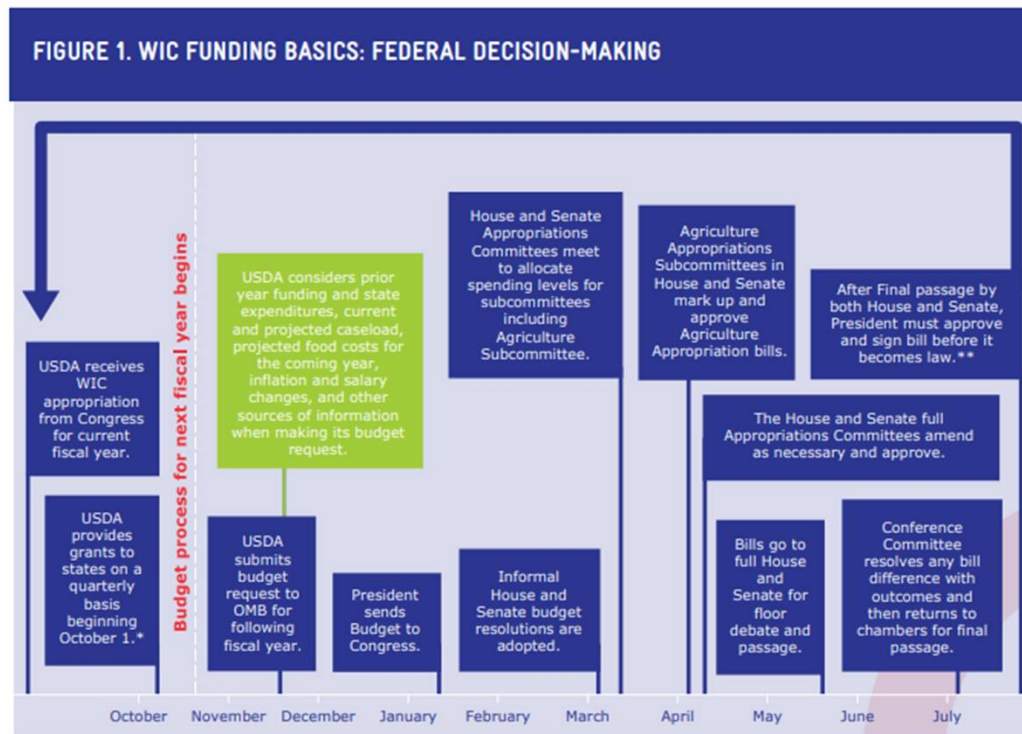
- i Breast pumps

- i Peer Counselor Program

i Connection to Services



Federal Funding

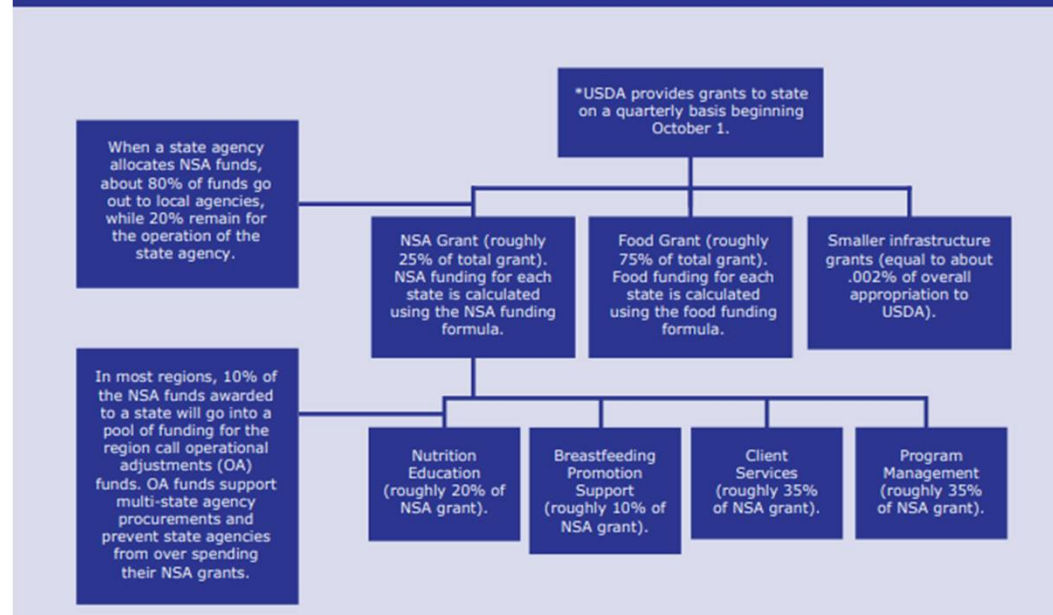


National WIC Association, WIC Funding Basics



State & Local Funding

FIGURE 2. WIC FUNDING PROCESS: PROVIDING GRANTS TO STATE AND LOCAL WIC AGENCIES¹



National WIC Association, WIC Funding Basics



Local Agency Level

Staffing

- 1 WIC Supervisor
- 5 Registered Dietitians
 - 4 Certified Lactation Counselors
 - 1 IBCLC
- 4 WIC Clerks
- 2 Breastfeeding Peer Counselors

Locations

- Full-time
 - Riley County Health Department
 - Irwin Army Community Hospital
- Mobile Clinics
 - Pottawatomie County



Participation Numbers

Average FFY 2025

By Clinic:

- | Fort Riley - 1395
- | Manhattan - 1231
- | Pottawatomie County – 117
- | Total – 2742
(107% assigned caseload)

Percent change FY2024-FY2025:

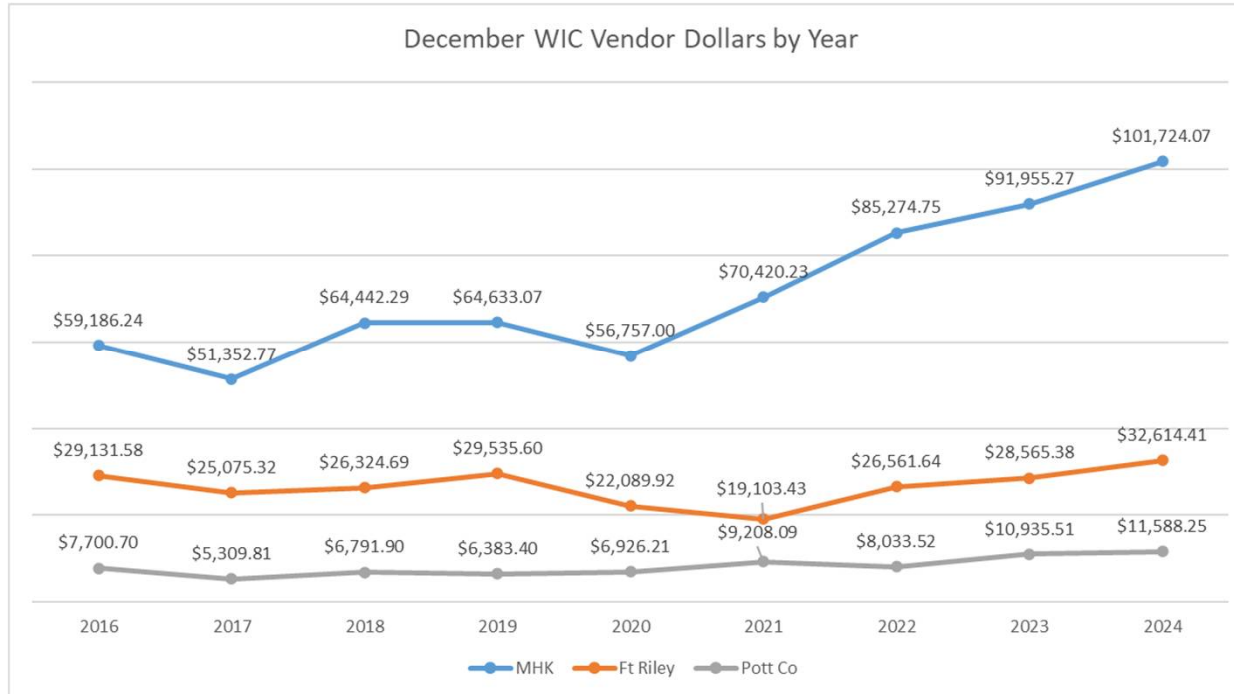
	October	November	December	January
Riley	6.24	6.04	8.97	7.21
State	4.80	2.58	4.49	3.73

By Category:

- | Women – 675
 - | Pregnant - 260
 - | Postpartum - 98
 - | Breastfeeding - 317
- | Infants (0-1) - 572
- | Children (1-5) - 1495



Economic Impact





Health Impact

Improves:

- ¡ Maternal/Infant Outcomes
- ¡ Breastfeeding Initiation and Duration Rates
- ¡ Nutrient Intake

Behavior Changes:

- ¡ Eat more fruits and vegetables
- ¡ Drink more water
- ¡ Try new foods

“The check in process is very easy and when putting benefits on my card, they explain what is going on the card and make changes if we need to very easily!”

“The clerk and nutritionist were very lovely ladies! Super friendly and supportive”



2024 Accomplishments

- | USDA - Colombian Delegation Visit
- | IACH Referral System
- | Presentations
 - | Kansas Division for Early Childhood
 - | Poster Presentations at State WIC Conference
 - | Military WIC Office Council





2024 Outreach





Nutrition Services Plan

2024

CLINIC

Promote vitamin use for all women of childbearing age

Target Goal: 85% of women identified with not taking a prenatal vitamin will accept Vitamin Angels bottle and education.

Result: Goal achieved at 95%.

131 women identified; 125 accepted vitamins

BREASTFEEDING

Become a “Breastfeeding Friendly Local Health Department”

Required: Community engagement, referral systems, staff education and support, welcoming environment, etc.

Achieved February 27th, 2024.



Nutrition Services Plan

2025

CLINIC

Increase child participation in meal planning and selecting new vegetables

BREASTFEEDING

Develop WIC-specific Breastfeeding Class



Looking Ahead

- i Food Package Changes
- i Participating in Modernization Discussions
- i Continuing Outreach and Partnerships



Thank you!

Kaylyn Speth, MS, RD, LD, CLC

WIC Supervisor

785-776-4779 x7618

kspeth@rileycountyks.gov



**COMMUNITY
CORRECTIONS**
Travel Request

Megan Lewis
Community Corrections Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

COMMISSION AGENDA REPORT

FROM: Jessie Hubbard, Administrative Assistant II, Riley County Community Corrections

MEETING: March 13, 2025

SUBJECT: Out of State Travel Request

PRESENTER: Megan Lewis or Jessie Hubbard, Riley County Community Corrections

The Missouri Association of Treatment Court Professionals (MATCP) is holding their 27th Annual Conference in Branson, Missouri from March 26-28, 2025. This year's theme is 'Heroes of Recovery.'

FISCAL IMPACT

Funding was requested and awarded from the City of Manhattan Special Alcohol Fund, with \$10,706.60 allocated for training. The estimated cost per person for this training is \$1,087.20.

POSSIBLE MOTION(S)

Move to approve allowing Director Megan Lewis and Intensive Supervision/Recovery Court Officer Andrew Pellant to attend the MATCP conference in Branson, Missouri, from March 26-28, 2025.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- OUT OF STATE Travel Request - Megan Lewis (DOCX)
- OUT OF STATE Travel Request - Andrew Pellant (DOCX)
- 2025 Agenda (PDF)

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Megan Lewis **DEPARTMENT:** Community Corrections

POSITION TITLE: Director **DATE REQUESTED** March 13, 2025

FUND: 2006-526 City Alcohol Funds - Adult

Travel From: Manhattan, Kansas **Date:** Tuesday, March 25, 2025

Travel To: Branson, Missouri **Date:** Friday, March 28, 2025

Purpose of Travel: **To attend the Missouri Association of Treatment Court Professionals Conference in Branson, Missouri.**

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

☒ Administratively determined to be to the advantage of Riley County

☐ Not to exceed the cost of common carrier including food and lodging
Mileage rate of

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	N/A - Utilizing same vehicle as other RCCC employee(s) attending	\$.00
Lodging	3 nights (\$114.40/night)	\$343.20
Meals	Food per diem. Riley County Rate=\$63/day (breakfast \$15, lunch \$18 and dinner \$30)	\$219.00
Registration/Fees	Training Registration	\$375.00
Other		

Total Estimated Travel Costs: \$937.20

Requested by: _____ **Date:** _____

Approved by:

Department Head: _____ **Date:** _____

Chair: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Andrew Pellant **DEPARTMENT:** Community Corrections

POSITION TITLE: Intensive Supervision Officer **DATE REQUESTED** March 13, 2025

FUND: 2006-526 City Alcohol Funds - Adult

Travel From: Manhattan, Kansas **Date:** Tuesday, March 25, 2025

Travel To: Branson, Missouri **Date:** Friday, March 28, 2025

Purpose of Travel: **To attend the Missouri Association of Treatment Court Professionals Conference in Branson, Missouri.**

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

☒ Administratively determined to be to the advantage of Riley County

☐ Not to exceed the cost of common carrier including food and lodging
Mileage rate of

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	Estimate 734 miles total (322 each way and 30 miles W-T-F to/from training) = 2 tanks of fuel, + tolls/parking fees	\$150.00
Lodging	3 nights (\$114.40/night)	\$343.20
Meals	Food per diem. Riley County Rate=\$63/day (breakfast \$15, lunch \$18 and dinner \$30)	\$219.00
Registration/Fees	Training Registration	\$375.00
Other		

Total Estimated Travel Costs: \$1,087.20

Requested by: _____ **Date:** _____

Approved by:

Department Head: _____ **Date:** _____

Chair: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant

27th Annual Missouri Association of Treatment Court Professional's Conference Agenda
Heroes of Recovery
Branson Hilton and Convention Center
(March 26-28, 2025)

Please Note: You MUST wear your nametag to attend any sessions, meals or snack breaks.
(Onsite staff are NOT authorized to make exceptions—you will have to retrieve your badge).
(Meals Served: Wednesday (Lunch); Thursday (Breakfast and Lunch); Friday (Breakfast))

Evaluations are a huge part of the reason MATCP is able to secure such quality national speakers. Please take a few minutes after each session to fill out your session evaluations. Once you turn in your completed evaluations, you will be given a ticket to enter for the end of the conference drawings.
(You must be present to win any conference giveaways—see you at Closing Session!)

Monday, March 24, 2025

12:00p.m.	Conference Planning Committee Arrives
4:00p.m.-6:00p.m.	Board Meeting (Roark Creek)

Tuesday, March 25, 2025

2:00p.m. - 6:00p.m.	Registration & Vendor Area Opens
12:00p.m.-4:00p.m.	Opening Session Rehearsal (Taneycomo A)
2:00p.m.- 4:00p.m.	Commissioner Meeting (Roark Creek)
4:00p.m. - 5:00p.m.	TCC Meeting (Roark Creek)
5:00p.m. - 6:00p.m.	Moderator Meeting (Roark Creek)

Wednesday, March 26, 2025

6:00a.m.	Registration Opens
7:00a.m. - 8:00a.m.	Exhibit Booths Open
8:30a.m. - 9:00 a.m.	Honor Guard: Missouri Highway Patrol Troop D Honor Guard National Anthem: Mark Rundel Opening Ceremonies: Matthew Melton (Taneycomo A) Opening Remarks: Kim Nelson-Freeze-SAMHSA Region 7 Parade of Transformation Opening: Honorable Kelly C. Broniec
9:00a.m. – 10:15 a.m.	Keynote Address "The Four Horsemen: Navigating the Inextricable Connections Between Trauma, Shame, Mental Health, and Addiction" Presenter: Dan Griffin (Taneycomo A)
10:15a.m.-10:30 a.m.	Break
10:30a.m. - 11:45a.m.	Plenary Opening "Empathy and Connection: The Role of Vulnerability in Transforming Lives" Presenter: Shangrila Rendon (Taneycomo A)
11:30a.m. - 1:00p.m.	Lunch (Exhibit Hall)

Attachment: 2025 Agenda (15549 : Out of State Travel Request)

Breakout Sessions

- **"The Missing Peace: Men and Trauma"** Presenter: Dan Griffin (Taneycomo A)
- **"Working Wounded: Professional Self-Care, Compassion Fatigue & Professional Boundaries"** Presenter: John Gallagher (Taneycomo B) (Session Sponsored by All Rise)
- **"Reducing Disciplinary Infractions While Enhancing Treatment Adherence"** Presenter: Dr. Ken Robinson (Short Creek 1 & 2)
- **"Unveiling the All Rise Revised Standard VII-Drug and Alcohol Testing"** Presenter: Paul Cary (Short Creek 3 & 4)
- **"Judicial Ethics"** Presenter: Honorable Carla Baldwin (Roark Creek)
- **"Harm Reduction with Peer Specialist Services"** Presenter: Ken Vick (Cooper Creek 1) (Session Sponsored by ORN)
- **"Building Community Resources"** Presenter: Mark Stodola; (Cooper Creek 2)
- **"Wellness 360 - Finding balance using the 8 Dimensions of Wellness Model"** Presenter: Jodee Goche-PTTC (Cooper Creek 3)
- **"Basics of a Veterans Treatment Court"** Presenter: Jessie Holton-(Session Sponsored by National Center for State Courts) (Fall Creek)
- **"Corporate TBD"** Presenter: TBA; Moderator: TBA; (Compton Ferry)

1:00p.m. - 2:30p.m.

Snack Break—Meet And Greet The Vendors (Exhibitor Area) (Snack Break Sponsored by the Missouri Credentialing Board and the International Certification & Reciprocity Consortium)

2:30p.m. – 3:00p.m.

- **"So, You Think You're Trauma-Informed?"** Presenter: Dan Griffin (Taneycomo A)
- **"Recovery Management: Helping People Move from Active Addiction to Lasting Recovery"** Presenter: John Gallagher (Session Sponsored by All RISE) (Taneycomo B)
- **"Breaking the Cycle: A Workshop on Understanding and Treating Intimate Partner Violence, Domestic Violence and Family Violence"** Presenter: Dr. Ken Robinson (Short Creek 1 & 2)
- **"Breaking Barriers: Understanding and Combatting Stigma"** Presenter: Tim Cesario (Short Creek 3 & 4) (Session Sponsored by Missouri Credentialing Board)
- **"Care Ethics: A New Way at Ethical Practices for Treatment Court Professionals"** Presenter: Ken Vick (Roark)(Session Sponsored by ORN)
- **"Holistic Defense Service at Missouri State Public Defender"** Presenter: Annie Legomsky (Cooper Creek 1)
- **"How Can We Identify, Supervise and Stop the High Risk Impaired Driver?"** Presenters: Mark Stodola (Cooper Creek 2)
- **"Ethical Engagement of Youth - Empowering Youth Voices in Behavioral Health"** Presenter: Jodee Goche-PTTC (Cooper Creek 3)
- **"Identification and Referral"** – Presenter: Jessie Holton-(Session Sponsored by National Center for State Courts) (Fall Creek)
- Corporate: TBD (Compton Ferry)

3:00p.m. – 4:30p.m.

Thursday, March 27, 2025

7:00a.m. - 8:00a.m.

Breakfast Buffett (Exhibit Hall)**Registration And Exhibitor Area Opens**

8:00a.m. – 9:15 a.m.

- **Keynote Address**
"The Noah Thompson Journey From The Hollers of Eastern KY to American Idol Winner" Presenter: Noah Thompson (Taneycomo A)

9:15a.m. – 9:30 a.m.

- **Break**

Breakout Sessions

9:30a.m. – 10:45a.m.

- **"Treatment Court Standards: What's Changed?"** Presenter: Vanessa Matthews (Session Sponsored by All Rise) (Taneycomo A)
- **"Da Brain"** (Part 1) Presenter: Carl Dawson (Taneycomo B)
- **"Deadly Stimulants"** Presenter: Dr. Ken Robinson (Short Creek 1 & 2)
- **"Urine Abstinence Monitoring for Fentanyl: A Guide for Treatment Court Professionals"** Presenter: Paul Cary

	(Short Creek 3 & 4) • “Suicide Awareness” Presenter: Rick Strait (Roark) • “Cost of Service” Presenter: Michael Barrett (Cooper Creek 1) • “10 Guiding Principles: Examining Effective Practices with HR/HN Impaired Drivers” Presenter: TBD (Cooper Creek 2) • “Providing Peer Services for Pregnant and Parenting Family Members Who are Struggling with Substance Use” Presenter: Sharon Hesseltine (Cooper Creek 3) (Session Sponsored ORN) • “National Trends and Promising Practices in Veteran Treatment Courts” Presenter: Chris Wig (Fall Creek) (Session Sponsored by National Center for State Courts) • Corporate (Compton Ferry)
10:45a.m.-11:00a.m.	• Break
	Breakout Sessions
11:00a.m. - 12:00p.m.	• “Perception is Reality: The Critical Importance of Practicing Procedural Fairness in Treatment Courts” Presenter: Honorable Kate Huffman (Taneycomo A) • “Da Brain” (Part 2) Presenter: Carl Dawson (Taneycomo B) • “Healthy Body, Healthy Mind: The Role of Physical Health on Mental Health and Well-Being” Presenter: Mirna Herrera (Short Creek 1 & 2) • “MythBusters” Presenter: Paul Cary (Short Creek 3 & 4) • “Finding Your Voice: Sharing Your Recovery Story with Confidence” Presenter: David (Roark) (Session Sponsored by ORN) • “Role of Law Enforcement” Presenter: Vanessa Matthews (Session Sponsored by All Rise) (Cooper Creek 1) • “The Times Are A Changing-Impaired Driving Review” Presenter: Honorable Alan Blankenship and Honorable Casey Clevenger (Cooper Creek 2) • “Growing the Key Ingredients for Long-Term Recovery and Connecting with the Recovery Ecosystem: A Guide for Treatment Court Professionals” Presenter: Sharon Hesseltine (Session Sponsored by the Opioid Response Network) (Cooper Creek 3) • “Intimate Partner Violence in Veterans” Presenters: Dr. Casey Taft (Fall Creek) (Session Sponsored by All Rise) • “Corporate” Presenter: TBD
12:00p.m.-1:15p.m.	Lunch Buffet (Exhibit Hall) (Business Meeting, Awards & Court Anniversaries)
1:15p.m. - 2:15p.m.	Keynote Address: Plenary Session • “The Thomas Gabriel Story” Presenter: Thomas Gabriel (Taneycomo A)
2:15p.m.-2:45p.m.	Snack Break—Meet and Greet the Vendors (Exhibitor Area)
	Breakout Sessions
2:45p.m.-4:00p.m.	• “Improving Criminal Justice Responses: A Trauma Informed Guide”-Vanessa Matthews Presenter: Vanessa Matthews Moderator: (Taneycomo A) (Session Sponsored by All Rise) • “Alcohol Basics” (Part 1) Presenter: Carl Dawson (Taneycomo B) • “Fostering Success: Implementing Moral Reconation Training (MRT) for Restorative Discipline in Schools Presenters: Dr. Ken Robinson and Scott McMullens (Short Creek 1 & 2) • “Ethics and Self-Care” Presenter: Scott Breedlove (Short Creek 3 & 4) • “Does Music Move Our Choices” Presenter: Steve Miller (Roark) • “Drug Testing and Interpretation” Presenter: Chris Heartsill (Cooper Creek 1) • “Intent vs. Impact: Are We Set Up to Fail?” Presenter: TBD (Cooper Creek 2) • “Empowering Peers Through Words: The Role of Recovery-Focused Language and Unconditional Positive Regard” Presenter: David Stoecker (Cooper Creek 3) (Session Sponsored by the Opioid Response Network) • “Motivating Change in Clients Who Use Violence” Presenters: Dr. Casey Taft (Fall Creek) (Session Sponsored by All Rise) • Corporate: TBD (Compton Ferry)
4:00p.m.-4:15p.m.	• Break
	Breakout Sessions
	• “Trauma Informed UA Collection” Presenter: West Huddleston (Taneycomo A) • “Alcohol Basics” (Part 2) Presenter: Carl Dawson (Taneycomo B) • “Passing the Torch: Strategies for Effective Treatment Court Succession Planning Presenter: Judge Kate Huffman (Short Creek 1 & 2) • “SAMSHA Updates” Presenter: Kim Nelson-Freese, SAMHSA Region 7 (Short Creek 3 & 4)

4:15p.m.-5:30p.m.

- **"We Are Family: Using the Family Treatment Court Model to Build Stronger Families in Your Program."** Presenters: Honorable Casey Clevenger and Alex Cuppy (Roark)
- **"Let's Talk About Our Differences. Embracing Individualization for Greater Success"** Presenters: Chantelle Smith and Hannah Jarrett (Cooper Creek 1)
- **"Program Crash: How to Revive Your Impaired Driving Treatment Court"** Presenter: TBD
- **"A Treatment Court Survivor Story"** Presenter: Scott Moyers (Cooper Creek 3)
- **"Recovery-Oriented Systems of Care"** Chris Wig (Fall Creek) (Session Sponsored by National Center for State Courts)
- **"Corporate"** Presenter: TBD (Compton Ferry)

Friday, March 28, 2025

Breakfast (Exhibit Hall)

Registration Opens

7:00a.m. – 8:00a.m

Breakout Sessions

7:45a.m. - 8:45a.m

- **"Why Can't People Just Change?"** Presenter: West Huddleston (Taneycomo A)
- **"Trauma Informed Self Care"** Presenter: Mirna Herrera (Short Creek 1 & 2)
- **"The DWI Hamster Wheel—Dealing with the Recidivism of the DWI Offense and What Could Prevent it From Happening"** Presenter: Nick Gamm (Short Creek 3 & 4)
- **"Collaborative Case Planning: How Informed Teams Can Work Together Utilizing Assessment Results and Identified Driver"** Presenter: Gale Bridges and Hannah Jarrett (Roark)
- **"Co-Occurring"** Presenter: Darla Belflower (Session Sponsored by Mid-America ATTC) (Cooper Creek 1)
- **"Role of a Prosecutor"** Presenter: Honorable Matt Wilson (Cooper Creek 2)
- **"Nutrition"** Presenter: Lexi Johnson (Cooper Creek 3)
- **"Trauma, the Brain, and the Healing Power of Connection/ Addiction as an Attachment Disorder"** Presenter: Laura Emmons (Fall Creek)
- **"Corporate"** Presenter: Open

8:45a.m.-9:00a.m

- **Break**

9:00a.m.-10:00a.m.

- **"From Tragedy To Triumph: Finding Hope and Purpose"** Speaker: Lauren Sisler (Taneycomo A)

10:00a.m.-10:15a.m.

- **Break**

10:15a.m.-10:30a.m.

- **Comedian-Sherwin Arae**

10:30a.m.-11:30a.m.

- **Closing Keynote Speaker: Gil Burningham**

11:30-Noon

- **Closing/Wrap Up**

Attendance Prize Giveaways and Drawings will be held Immediately AFTER the Closing Keynote Address. You Do Not want to miss this year's giveaways—(You must be present to win!)

**Please note sessions, speakers or rooms may change prior to the conference. The agenda will be updated*

Attachment: 2025 Agenda (15549 : Out of State Travel Request)

online.

*POST Hours for Law Enforcement are being requested. As sessions are approved they will be updated on the website.

Contact Hours are also being sought for counselors and with the MO Bar and the information will also be updated.

**Remember-- You must wear your nametag to attend any sessions,
meals or snack breaks. (No Exceptions!)**



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: March 13, 2025

SUBJECT: Monthly Cash Flow Report for February 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:

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

2025 Riley County Economic Development Cash Flow Analysis

% of Year: 16.7

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	% Budget Expended
Expenditures to Date	\$32,156	
2025 Remaining Budget Authority	\$292,205	
9.91%		
Riley County 2025 Budgeted Revenue		
2025 Budgeted Revenue	\$188,382	% Budgeted Revenue
Revenue to Date	\$136,229	
72.32%		

Attachment: February 2025 updated cash flows [Revision 1] (15540 : 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: 16.7

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	\$11,995.23			\$11,995.23
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	\$14,572.29	\$0.00	\$8,615.24	\$23,187.53

Cash Reconciliation	
2025 Beginning Unencumbered Cash	\$184,082.67
2025 Revenue	\$222,786.30
Less 2024 Expenditures/Encumbrances	\$14,572.29
2025 Ending Unencumbered Cash	\$392,296.68

Riley County 2025 Budget Authority Summary		
2025 Budgeted Expenditures	\$433,000	% Budget Expended
Expenditures to Date	\$23,188	
2025 Remaining Budget Authority	\$409,812	5.36%

Riley County 2025 Budgeted Revenue		
2025 Budgeted Revenue	\$414,303	% Budgeted Revenue
Revenue to Date	\$222,786	
		53.77%

Attachment: February 2025 updated cash flows [Revision 1] (15540 : Monthly Cash Flow Reports for

2025 Riley County CIP Cash Flow Analysis

% of Year: 16.7

Month	Revenue	Transfers In	Reimbursements	Total Revenue	Expenditures	Jan/Feb/Mar	Total Expenditures
						2024 A/P	
Jan	\$323,328.02	\$3,500,000.00		\$3,823,328.02	\$220,831.67	\$24,691.62	\$245,523.29
Feb		\$39,700.00		\$39,700.00	\$104,976.28		\$104,976.28
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	\$3,539,700.00	\$0.00	\$3,863,028.02	\$325,807.95	\$24,691.62	\$350,499.57

Cash Reconciliation	
2025 Beginning Unencumbered Cash	\$26,150,057.48
2025 Revenue	\$3,863,028.02
Less 2024 Expenditures/Encumbrances	\$350,499.57
2025 Ending Unencumbered Cash	\$29,662,585.93
Less Remaining Approved Projects	\$5,851,309.48
2025 Projected Unencumbered Cash	\$23,811,276.45
LESS RESERVED FUNDS	\$3,828,237.53
Projected 2025 Cash w/out Reserves	\$19,983,038.92

Riley County 2025 CIP Budget Authority Summary		
2025 CIP Budgeted Expenditures	\$15,548,840	% Budget Expended
Expenditures to Date	\$325,808	
2025 Remaining Budget Authority	\$15,223,032	

2.10%

Riley County 2025 CIP Budgeted Revenue		
2025 CIP Budgeted Revenue	\$4,175,394	% Budgeted Revenue
Revenue to Date	\$3,863,028	

92.52%

Reserved Funds:	
CIP Reserve	500,000.00
Fair Reserve	79,518.04
FFE Reserve	1,358,586.53
CARES Funds	1,890,133
TOTAL RESERVE	3,828,237.53

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	65	Carnegie Elevator Modernization	\$220,000.00	\$0.00		\$14.89		\$219,985.11	
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				\$0.00	\$1,366.27
24-24PW001	57 & 63	Courthouse (63) & Health Department (57) Elevator Modernization	\$385,000.00	\$0.00		\$29.80		\$384,970.20	
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		\$40,727.00		\$7,562.00	
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		\$7,413.22	\$1,172.50	\$488,089.28	
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		\$14,577.22		\$15,422.78	
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		\$22,979.15		\$5,020.85	
24-24PK006	81	Standing 72" Mower w/ Bagger	\$20,000.00	\$0.00		\$19,235.00		\$765.00	
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: February 2025 updated cash flows [Revision 1] (15540 : 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	\$116,082.95	\$23,882.50	\$3,500,158.11	\$13,144.27
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									
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	\$9,251,753.47	\$5,258,494.95	\$2,001,572.71	\$183,600.00	\$418.17	\$5,810,813.06	\$0.00
TOTAL			\$16,214,074.05	\$6,189,920.38	\$2,001,572.71	\$325,807.95	\$24,691.62	\$11,662,122.54	\$13,144.27

Remaining Approved Projects less lease/debt payments/reserves \$5,851,309.48
(not included as these payments are subject to approval with annual budget)

Debt/Lease Estimate Remaining 3,841,162

Completed Projects

Attachment: February 2025 updated cash flows [Revision 1] (15540 : Monthly Cash Flow Reports for

2025 Detailed Expenditures per Project by Month

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	Reserved for Approved Projects	Jan	Feb	Mar	Jan/Feb/Mar 2024 A/P	Expenditures to Date	Remaining Project Estimate	Completed Projects (Over) Under Approved 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	65	Carnegie Elevator Modernization	\$220,000.00	\$0.00			\$14.89			\$14.89	\$219,985.11	
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		550 Diesel Truck w/ Snow Plow & Spreader	\$120,000.00	\$114,195.00						\$114,195.00	\$5,805.00	
23-23PW001		Large Area Mower w/ Cab	\$72,000.00	\$70,633.73						\$70,633.73	\$0.00	\$1,366.27
24-24PW001	57 & 63	Courthouse (63) & Health Department (57) Elevator Modernization	\$385,000.00	\$0.00			\$29.80			\$29.80	\$384,970.20	
24-24PW001	81	30" Aerator	\$11,000.00	\$8,992.00						\$8,992.00	\$0.00	\$2,008.00
24-24PW002	81	Basketball/Pickleball Courts for University Park	\$25,000.00	\$0.00						\$0.00	\$25,000.00	
24-24PW003	81	Bathroom in Ogden Community Park	\$22,000.00	\$0.00						\$0.00	\$22,000.00	
24-24PW004	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		550 Diesel Truck w/ snow plow & spreader	\$125,000.00	\$76,711.00			\$40,727.00			\$117,438.00	\$7,562.00	
24-24PW007		3/4 Ton 4x4 Extended Cab Pickup w/Plow & spreader	\$78,000.00	\$64,508.08						\$64,508.08	\$10,491.92	
24-24PW008	993	Window Replacement	\$500,000.00	\$3,325.00			\$ 7,413.22		\$1,172.50	\$11,910.72	\$488,089.28	
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		RDOB 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			\$ 14,577.22			\$14,577.22	\$15,422.78	
24-24PW011		Courthouse Cooling Tower Pump	\$30,000.00	\$0.00						\$0.00	\$30,000.00	
24-24PW012		Tandem Axle Truck Chassis	\$200,000.00	\$0.00						\$0.00	\$200,000.00	
24-24PW005	81	Standing Spreader/Sprayer	\$28,000.00	\$0.00			\$ 22,979.15			\$22,979.15	\$5,020.85	
24-24PW006	81	Standing 72" Mower w/ Bagger	\$20,000.00	\$0.00			\$ 19,235.00			\$19,235.00	\$765.00	
24-24PW007	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	
25-25PW001	81	Ventrac Tractor Add-On Equipment	\$18,000.00	\$0.00						\$0.00	\$18,000.00	
25-25PW002	81	Turf Cart w/Brush Guard & Cover	\$18,000.00	\$0.00						\$0.00	\$18,000.00	
25-25PW003	81	Storage Building for Fairmont Park	\$135,000.00	\$0.00						\$0.00	\$135,000.00	
25-25PW004	81	Playground Equipment at CICO Park, (PK trn \$75000) & 18-18PW003, 21-	\$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		550 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 Mower 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		Strker 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												
21-21CX001		Open Gov software	\$202,620.00	\$167,545.00						\$167,545.00	\$35,075.00	
Election												
IT/GIS												
24-24IT001		Courtwide 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												
NOKIOUS 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	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	
BB&T to 2025		2010-8 G.O. Bond pmt (15 yr term through 2025)	\$2,849,815.47	\$2,666,215.63		\$183,600.00				\$2,849,815.63	\$0.16	
Fair Reserve	74	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			\$16,214,074.05	\$6,189,920.38	\$2,001,572.71	\$220,831.67	\$104,976.28	\$0.00	\$24,691.62	\$6,540,419.95	\$11,662,122.54	\$13,104.27

\$350,499.57

Completed Projects

Attachment: February 2025 updated cash flows [Revision 1] (15540 : Monthly Cash Flow Reports for

							Remaining from
Project Number	Project Code	Projects	Received FFE Monies	Approved Projects Amount	Expenditures to Date	Received Monies - Expenditures	
16-16PW006	447	Fancy Creek Bridge E.2/5.6	\$ 516,992.20		\$ 516,992.20	\$ -	
17-17PW014	412	Anderson Avenue Bridge	\$ 315,709.25		\$ 147,260.53	\$ 168,448.72	
		<i>Unassigned</i>	\$ 553,254.73			\$ 553,254.73	
		<i>Unassigned</i>				\$ -	
18-18PW013		Wieter Rd Project		\$ 27,260.00	\$ 27,260.00	\$ (27,260.00)	
20-20PW010	509	Welsh Road Overlay	\$ 243,640.58		\$ 233,509.12	\$ 10,131.46	
		<i>Unassigned</i>	\$ 234,041.53			\$ 234,041.53	
22-22PW001	465	Tabor Bridge Project		\$ 255,000.00	\$ 211,708.44	\$ (211,708.44)	
		<i>Unassigned</i>	\$ 228,497.50			\$ 228,497.50	
		<i>Unassigned</i>	\$ 216,868.67			\$ 216,868.67	
		<i>Unassigned</i>	\$ 186,312.36			\$ 186,312.36	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
Total			\$ 2,495,316.82	\$ 282,260.00	\$ 1,136,730.29	\$ 1,358,586.53	

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

% of Year: 16.7

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	\$6,848.32		\$6,848.32
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	\$6,848.32	\$63,473.30	\$70,321.62

Cash Reconciliation		
2025 Beginning Unencumbered Cash	\$6,412,203.86	
2025 Revenue	\$0.00	
Less 2024 Expenditures/Encumbrances	\$6,848.32	
2025 Ending Unencumbered Cash	\$6,405,355.54	
Remaining 2025 Projected Revenue	\$0.00	
Less Est. Project Balance for Projects	\$1,415,974.95	
Less Est. Project Balance for Overlay	\$350,000.00	
2025 Projected Unencumbered Cash	\$4,639,380.59	

Riley County 2025 Budget Authority Summary		
2025 Budgeted Expenditures	\$5,745,678	% Budget Expended
Expenditures to Date	\$70,322	
2025 Remaining Budget Authority	\$5,675,356	

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	\$6,643.26	\$489.99	\$84,297.91	
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	\$6,643.26	\$63,473.30	-\$267,005.83	\$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
OTHER							
Advertising of RFQ for Projects				\$205.06			
OTHER TOTALS		\$0.00	\$0.00	\$205.06	\$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	\$6,848.32	\$63,473.30	\$1,415,974.95	\$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	Feb	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		\$6,643.26	\$489.99	\$63,702.09	\$84,297.91
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
OTHER								
	Advertising of RFQ for Projects				\$205.06			
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	\$6,848.32	\$63,473.30	\$973,152.33	\$1,415,974.95
						\$70,322		

Completed Projects

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

% of Year: 16.7

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	\$241,460.32			\$241,460.32			\$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
\$477,581.75		\$0.00	\$0.00	\$477,581.75	\$0.00	\$0.00	\$0.00

Cash Reconciliation		
2025 Beginning Unencumbered Cash	\$4,845,363.41	
2025 Revenue	\$477,581.75	
Less 2024 Expenditures/Encumbrances	\$0.00	
2025 Ending Unencumbered Cash	\$5,322,945.16	
Remaining 2025 Projected Revenue	\$0.00	
Less Est. Project Balance for CY	\$0.00	
2025 Projected Unencumbered Cash	\$5,322,945.16	

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	23.88%
Revenue to Date	\$477,582		

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>	Total		Updated	
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	\$9,844,719.62
Interest	\$1,647,740.29
Balance in Account	\$6,221,722.44

Project Name	Amount	Approval Info/Date	Project #	Additional Information
Fairmont Heights Sewer	\$97,500	approved 7/8/2021		
Estimate Total	\$97,500.00			
Amount Spent to Date	\$97,500.00	Journal Entry on 08/23/2021		
Amount Left	\$0.00			
Keats Sewer	\$800,000	preliminarily approved	979	
Estimate Total	\$800,000.00			
Amount Spent to Date	\$347,649.79			
Amount Left	\$452,350.21			
EMS/EM/Dispatch building - Public Safety HQ	\$ 9,587,108.00	Guaranteed Maximum Price (Construction)	978	Davis Bacon recommended, but not required. National Environmental Policy Act does not apply Paid to Archimages
Archimages	\$96,150.00	approved 03/31/2022		
Fitch & Associates	\$23,150.00	approved 03/31/2022		
SMH Consultants	\$19,696.00			
Archimages	\$79,062.50	approved 12/29/2022		
Archimages	\$884,150.00	approved 6/26/2023		
Terracon	\$10,500.00	Approved 01/27/2023		
Estimate Total	\$10,699,816.50			
Amount Spent to Date	\$7,843,435.03			
Amount Left	\$2,856,381.47			
North County EMS Station		approved	977	
Anderson Knight Architects	\$175,560.00	approved 06/30/2022		
Charlson & Wilson	\$8,183.49			Purchase of 000 E. Barton St. Leonardville
Schultz Construction	\$799,000.00			
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		
Estimate Total	\$1,500,363.84			
Amount Spent to Date	\$1,395,096.48			
Amount Left	\$105,267.36			
UP Fire Station #110				
Estimate Total	\$273,000.00	approved 9/19/2024	992	
Amount Spent to Date	\$161,038.32			
Amount Left	\$111,961.68			
EM Renovation				
Estimate Total	\$2,245,000.00		994	
Amount Spent to Date	\$0.00			
Amount Left	\$2,245,000.00			

Attachment: ARPA requests and approvals (15540 : Monthly Cash Flow Reports for February 2025)

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
Riley Construction		\$54,315.00	2/21/2025	Application #3 Construction
Schwab Eaton		\$4,740.50	3/7/2025	Design to extend water & sewer utilities

	\$273,000.00	\$161,038.32
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Amount Left \$111,961.68

Attachment: ARPA requests and approvals (15540 : Monthly Cash Flow Reports for February 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 (15540 : Monthly Cash Flow Reports for February 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
CRS 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
Amazon		\$80.70	2/21/2025	P-Card - HDMI Cables
WTC		\$75.00	2/21/2025	P-Card - Internet routing during construction
ConvergeOne		\$18,867.54	2/21/2025	Hardware for Switches for EMS
Archimages		\$25,076.60	2/21/2025	Construction & Design Phases
ConvergeOne		\$6,980.36	2/21/2025	Software for Switches EMS
AVI-SPL, LLC		\$48,266.94	3/7/2025	Equipment, Materials, Manufacture Coverage & Professional Integration Svcs
ConvergeOne		\$1,197.72	3/7/2025	Technology Hardware
BHS Construction		\$715,075.06	3/7/2025	Application #11 for Construction
Design Central		\$56,819.84	3/7/2025	Furniture Deposit
Commerical Laundry Sales & Service		\$4,269.23	3/7/2025	Washer & Dryer
WTC		\$75.00	3/21/2025	P-Card - Internet routing during construction

\$10,699,816.50 \$7,843,435.03

Amount Left \$2,856,381.47

Attachment: ARPA requests and approvals (15540 : Monthly Cash Flow Reports for February 2025)

Keats - Non Discharging Lagoon

Non-Discharging Lagoon

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

Vendor Name	Estimate Amount	Amount Spent	Date Paid	Memo
	\$772,500.00			
BG Consultants	\$27,500.00	\$607.50	8/25/2023	Engineering services
BG Consultants		\$4,101.50	9/22/2023	Engineering services
BG Consultants		\$2,791.00	10/20/2023	Engineering services
BG Consultants		\$1,772.00	12/15/2023	Engineering services
BG Consultants		\$4,072.00	1/26/2024	Engineering services
BG Consultants		\$732.00	2/23/2024	Engineering services
Western Consultants		\$6,500.00	2/23/2024	USDA Environmental Assessment
Column		\$127.03	2/26/2024	P-Card - Advertising Floodplain Notice of Explanation
Riley Co Register of Deeds		\$225.00	2/27/2024	Real Property Option Agreement
Charlson & Wilson Escrow		\$5,000.00	4/5/2024	Escrow for Purchase Option for E. Stanley Schurle Trust Property
E. Stanley Schurle Trust		\$9,000.00	4/5/2024	Purchase Option for E. Stanley Schurle Trust Property
BG Consultants		\$1,241.50	4/19/2024	Engineering services
BG Consultants		\$845.00	5/31/2024	Engineering services
Terracon		\$8,335.50	5/31/2024	Geotechnical Services
BG Consultants		\$11,337.50	6/2/2024	Engineering services
Charlson & Wilson Escrow		\$290,531.06	9/30/2024	Purchase Balance Owed for Keats
Column		\$431.20	11/1/2024	P-Card - Advertising for Keats
	\$800,000.00	\$347,649.79		

Amount Left \$452,350.21

Attachment: ARPA requests and approvals (15540 : Monthly Cash Flow Reports for February 2025)

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 (15540 : Monthly Cash Flow Reports for February 2025)



NOXIOUS WEED/HHW
Staff Update

Michael Boller
Noxious Weed Director
6245 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-539-3202

STAFF REPORT

FROM: Michael Boller Riley County Noxious Weed Director

MEETING: March 13, 2025

SUBJECT: Staff Update

PRESENTER: Michael Boller Riley County Noxious Weed Director

Enclosures:

- 3-13-25 Staff Report (DOC)

Riley County Noxious Weed/HHW Department
Michael Boller, Director
March 13, 2025

Staff Report

Noxious Weed/Mowing:

- Crews had one call out for snow removal this past month. Overall, we had fewer call outs then last year but greater snow fall amounts.
- Spring maintenance on roadside sprayers and rental sprayers will be completed this month.
- Spring maintenance on mowing equipment and tractors will be completed this month as we prep for the beginning of this season.
- Spray season will start with bare ground applications in late March weather permitting.
- We are awaiting areas that the road and gravel crews worked on last fall and then we will begin seeding those areas this month which will continue into April.
- Cost share chemical: Cost of chemical and seed has stabilized for 2025. As in the past Riley County will offer cost share chemical. Reminder, cost share chemical is by law only offered for noxious weed infestations. Any order of one chemical more than 1 full pallet will be delayed and inspection will be required. This will ensure everyone is in compliance of the law and it will help to ensure everyone has an opportunity to purchase chemical and help us ensure we are serving the needs of everyone.
- Riley County Noxious Weed Department offers rental sprayers for use to keep noxious weed growth in check. We currently have 4 units in service.
- The 2024 Noxious Weed Annual report and the 2025 Management plan are being completed and will be presented to the BOCC next month for approval then submitted to the Kansas Department of Ag.
- The township meeting was Wednesday of this week and contracts were made available to those townships that wish to contract with Riley Co to treat noxious weeds on township roads. On average we see 6-9 townships participate a year. We had a total of 8 in 2024.
- We are expecting delivery any day now for our new mower tractor; 2025 Case Maxxum 125.

HHW:

- HHW collection at Howie's Recycling will be Saturday, April 12th, 2025 from 8:00am to 12:00 noon. No business waste will be accepted during this time and a 25-item limit per drop-off will be enforced.
- The Riley County HHW Facility has recycled latex paint to give away. We have one gallon and five-gallon containers available. Our office is open Monday – Thursday from 7:30am to 5:00pm and Friday 7:30am-Noon. These are new office hours but as always carts are available for HHW drop off 24/7.

Other:

- The CWDAK conference was in the first week in March in Mulvane, Kansas. Re-certification credits for commercial applicators was offered and earned by all applicators that attended this year. Meteorologist from local Wichita Television was one of the guest speakers and shared very interesting facts about Kansas weather.
- The CWDAK Basic School was completed last month. We had 31 total students attend the class this year including 8 new Noxious Weed Directors. The class was very successful, and we had Cowley County and Fairbanks Equipment assist Riley County this year with equipment demonstrations which took place at Riley County Noxious Weed. Kansas Department of Ag and I help to teach the class.



NOXIOUS WEED/HHW
Project

Michael Boller
Noxious Weed Director
6245 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-539-3202

COMMISSION AGENDA REPORT

FROM: Michael Boller Director Riley County Noxious Weed Department

MEETING: March 13, 2025

SUBJECT: Bala cleanup estimate and request for funding.

PRESENTER: Michael Boller Director Riley County Noxious Weed Departmen

BACKGROUND

Riley County owns land in the Bala Township that was in a state of disarray. As the cleanup effort began it was discovered that there were several barrels of hazardous waste and an area of unlawful dumping and a burn pit. The Board of County Commission was briefed on the situation and it was decided to have a professional environmental service inspect the area and give a quote of the estimated cost of cleanup.

DISCUSSION

Clean Harbors Environmental Services Inc. conducted an inspection of the property and recommended that the cleanup be done in three phases. Phase I would include sampling and over packs of the existing barrels of waste and soil samples in and around the dump/burn pit. Analytics would then be conducted to establish a profile and identify the waste present. Phase II would then include transportation to a licensed state storage facility until the waste could be transported for incineration. Phase III would include any ground contamination mitigation that may be necessary based on analytics.

FISCAL IMPACT

Phase I estimated cost is \$6,396.30 for sampling and over packs and \$6,848.20 for analytics for a total estimated cost of \$13,244.50. Phase II is estimated to cost between \$5,000 to \$6,000 pending the profile of the waste. Riley County Noxious Weed and Hazardous Waste could provide the storage and transport of the material and could absorb the cost of disposal and the entire expense of Phase II. Phase III estimated cost is unknown at this time pending analytics.

RECOMMENDATION(S)

Public Works nor Noxious Weed Hazardous Waste budgeted for hazardous waste land mitigation and cleanup. It is recommended that Phase I be funded by CIP while Phase II could be absorbed by existing Noxious Weed/Hazardous Waste budget. Funding for Phase III could be presented once more and is known about level of contamination and estimated cost of cleanup if any is required.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- quote_4827128 (002) (PDF)



Clean Harbors Environmental Services, Inc.
2549 N. New York Street
Wichita, KS 67219
www.cleanharbors.com

January 13, 2025

Attn: Mr. Michael Boller
Riley County - Big Lakes HHW
6245 Tuttle Creek Blvd
Manhattan, KS 66503

Quote #4827128

Dear Mr. Boller:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Karlton Posey
Field Service Supervisor
Phone: 580-304-2067
posey.karlton@cleanharbors.com

Attachment: quote_4827128 (002) (15545 : Bala/ County Property Cleanup)

January 13, 2025
Clean Harbors Quote #4827128

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QUOTE CONDITIONS

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

Clean Harbors Environmental Services (CHES) will conduct Health and Safety meeting prior to the start of the project to go over any hazards of the job. Foreman will have a call with the CHES Health and Safety before starting work. The field crew will also participate in the customer's site-specific health and safety training if possible.

CHES will mobilize (2) Field Technicians, (1) Foreman and (1) Rack Truck equipped with needed supplies

Crew will over pack drums on site. All sampling will be done as drums are being over packed, Soil samples will be obtained through out workday on site.

For the purpose of this quote, we are ESTIMATING this job will take 1 days to complete the Sampling and Over Packs. Customer will ONLY be charged for days/hrs. worked.

This quote does not include pricing for transportation and disposal of the waste. Drums will be over packed and left on site. All waste generated will remain on the customers site until an approved profile is in place. Through the Analytical, approved profiles will be selected. Transportation and disposal will require a separate quote.

A signed quote and PO# will be required prior to starting any work.

Any delays outside the control of Clean Harbor i.e. weather, strikes, Acts of God, etc., which affect the operating plan may result in a change order being agreed upon by both parties prior to continuing with the project.

Attachment: quote_4827128 (002) (15545 : Bala/ County Property Cleanup)



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Clean Harbors Quote #4827128

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QUOTE SUMMARY

Description	Amount
TASK 1: SAMPLING AND OVERPACKS	\$6,396.30
TASK 2: ANALYTICS	\$6,848.20
Subtotal	\$13,244.50
Estimated Recovery Fee	\$0.00
QUOTE TOTAL	\$13,244.50

Attachment: quote_4827128 (002) (15545 : Bala/ County Property Cleanup)

January 13, 2025
Clean Harbors Quote #4827128

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TASK 1: SAMPLING AND OVERPACKS

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
2	Field Technician	8 hour	1	\$71.00	\$1,136.00
2	Field Technician Overtime	4 hour	1	\$106.50	\$852.00
1	Foreman	8 hour	1	\$91.00	\$728.00
1	Foreman Overtime	4 hour	1	\$136.50	\$546.00
1	4 Gas/5 Gas Meter	1 day	n/a	\$216.00	\$216.00
3	Level C w/CPF1,2 or Polytyvek/Changeout	1 each	n/a	\$55.00	\$165.00
1	Stake Body/Utility Truck	1 day	n/a	\$480.00	\$480.00
4	16oz Sample Jar w/Cover	1 each	n/a	\$5.30	\$21.20
4	85 G / 320 L Steel Drum, Recoded 1A2/X400/S (Overpack)	1 each	n/a	\$407.00	\$1,628.00
1	95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	1 each	n/a	\$290.00	\$290.00
1	Misc. Materials (Hay Bales, Tape, Speedi Dry, Lime, etc.)	1 each	n/a	\$35.00	\$35.00
2	SCBA Bottle (30 Minute) (Each)	1 each	n/a	\$79.00	\$158.00
2	Vermiculite 4 cuft	1 bag	n/a	\$70.55	\$141.10
				Total	\$6,396.30

TASK 1: TOTAL ESTIMATE

\$6,396.30

Estimated Recovery Fee

\$0.00

Estimated total, including Fees

\$6,396.30

TASK 2: ANALYTICS'

Amount	Description	Qty/UOM	Days
2	BTU	1 each	n/a
4	ORGANIC WASTE, TCLP HERBICIDES	1 each	n/a
2	RCI - SOLID	1 each	n/a
2	RCI - WATER	1 each	n/a
1	SHIPPING CHARGE	1 each	n/a
1	SURCHARGE	1 each	n/a
4	TCLP PESTICIDES	1 each	n/a

Attachment: quote_4827128 (002) (15545 : Bala/ County Property Cleanup)

January 13, 2025
Clean Harbors Quote #4827128

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Amount	Description	Qty/UOM	Days
4	TCLP RCRA METALS	1 each	n/a
4	TCLP SEMIVOLATILES	1 each	n/a
4	TCLP VOLATILES	1 each	n/a

TASK 2: TOTAL LABOR, EQUIPMENT, AND MATERIAL	\$6,848.20
Estimated Recovery Fee	\$0.00
Estimated total, including Fees	\$6,848.20

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 30 days.
- Terms: Net 30 Days
- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- A Profile Approval Fee of \$125 and Profile Recertification fee of \$35 for recertification will be charged upon profile approval or recertification.

Attachment: quote_4827128 (002) (15545 : Bala/ County Property Cleanup)

January 13, 2025
Clean Harbors Quote #4827128

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GENERAL CONDITIONS

- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 0.0%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/contact-us/customer-resources.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- E-Manifests: EPA Requires electronic filing and reporting of manifest. To cover the cost of the E-Manifest and administrative cost of entering manifest into the system and managing the data, Clean Harbors will charge \$27 per manifest on every invoice.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.
- Customer will be responsible for providing water on site. If not provided, additional charges will apply.

Attachment: quote_4827128 (002) (15545 : Bala/ County Property Cleanup)



January 13, 2025
Clean Harbors Quote #4827128

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ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Signature

PO#

Date

Print Name

Quote # 4827128

Attachment: quote_4827128 (002) (15545 : Bala/ County Property Cleanup)



NOXIOUS WEED/HHW
Request

Michael Boller
Noxious Weed Director
6245 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-539-3202

COMMISSION AGENDA REPORT

FROM: Michael Boller Director Riley County Noxious Weed

MEETING: March 13, 2025

SUBJECT: Vehicle Department Transfer

PRESENTER: Michael Boller Director Riley County Noxious Weed

BACKGROUND

Riley County Unit #118 2015 Ford F550 assigned to the Riley County Noxious Weed Department suffered complete engine failure during a recent snow storm. Based on the history of the that particular engine, cost of repair and primarily its intended use it was decided that the most cost effective route for the vehicle was to be replaced with new. The Riley County Board of Commission voted in favor of that recommendation. Riley County Rural Fire inspected the vehicle and found that with its flatbed, 4x4 and lack of rust that the vehicle would be worth repairing for their needs which is vastly less stressful on the vehicle and would only be needed approximately 300-400 miles a year as opposed to 10,000 miles a year. Russel Stukey advised that it would cost effective for them to repair Unit #118 rather than find a similar spec vehicle. He further advised he currently has the money needed for repair in his budget

FISCAL IMPACT

Unit #118 does have value in its current state of disrepair and if sold at auction it would likely bring between \$5000-\$6000. If Rural Fire had to find a similar spec vehicle in similar condition it would require at least approximately the same amount.

RECOMMENDATION(S)

Request that Unit #118 2015 Ford F550 be reassigned from Riley County Noxious Weed to Riley County Rural Fire.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:



HEALTH DEPARTMENT
Travel Request

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

COMMISSION AGENDA REPORT

FROM: Breva Spencer, Maternal and Child Health Supervisor

MEETING: March 13, 2025

SUBJECT: Out of State Travel Request

PRESENTER: Breva Spencer, Maternal and Child Health Supervisor

BACKGROUND

I am requesting permission for Sara Darnell, Maternal and Child Health Home Visitor and I to attend the 2025 Postpartum Support International (PSI) Conference in New Orleans, Louisiana July 8-July 13 2025.

DISCUSSION

The annual conference is a premier event focused on advancing knowledge, research and practice for professionals working to support families during pregnancy, pregnancy loss and the postpartum period. The conference includes accredited workshops for continuing education requirements and is full of presentations, screening tools, evidence based interventions and best practices from around the world. We will incorporate the information learned into our services in an effort to improve care and supports for our clients. Additionally, the conference brings leading professionals, researchers and advocates in the field and will benefit the MCH team by expanding our knowledge, provide access to new tools/resources and ensure the program aligns with national standards for maternal/paternal mental health.

FISCAL IMPACT

No fiscal impact as the Maternal and Child Health program has allocated Workforce Development grant funds to cover all expenses associated with attending the out of state conference.

POSSIBLE MOTION(S)

Move to approve out of state travel to the PSI conference in New Orleans, Louisiana for Breva Spencer and Sara Darnell.

Enclosures:

- PSI Conference Request for Out of State Travel (PDF)

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Breva Spencer **DEPARTMENT:** RCHD/MCH

POSITION TITLE: MCH Supervisor **DATE REQUESTED** 4/1/2025

FUND: Workforce Development Funds

Travel From: Manhattan, KS **Date:** July 8, 2025

Travel To: New Orleans, LA **Date:** July 13, 2025

Purpose of Travel: Postpartum Support Internation PSI Conference.

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

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

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	Flight - AA + Luggage Fees	750.00
Lodging	Hotel x 5 nights	900.00
Meals	5 days	315.00
Registration/Fees	Conference Fee	925.00
Other		

Total Estimated Travel Costs: \$2890.00

Requested by: Breva Spencer, LBSW **Date:** 3/10/25

Approved by:

Department Head: Diane Creek **Date:** 3/10/2025

Chairman: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant

Attachment: PSI Conference Request for Out of State Travel (15546 : Out of State Travel Request)

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Sara Darnell **DEPARTMENT:** RGHD/MCH

POSITION TITLE: Maternal and Child Health H.V. **DATE REQUESTED** 4/1/2025

FUND: Workforce Development Funds

Travel From: Manhattan, KS **Date:** July 8, 2025

Travel To: New Orleans, LA **Date:** July 13, 2025

Purpose of Travel: Postpartum Support Internation PSI Conference.

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

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

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	Flight - AA + Luggage Fees	750.00
Lodging	Hotel x 5 nights	900.00
Meals	5 days	315.00
Registration/Fees	Conference Fee	925.00
Other		

Total Estimated Travel Costs: \$2890.00

Requested by: Breva Spencer, LBSW **Date:** 3/10/25

Approved by:

Department Head: Diane Creek **Date:** 3/10/2025

Chairman: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant

Attachment: PSI Conference Request for Out of State Travel (15546 : Out of State Travel Request)



**PLANNING &
DEVELOPMENT**
Application

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

COMMISSION AGENDA REPORT

FROM: Amanda Webb, Planning Director

MEETING: March 13, 2025

SUBJECT: Keats Sewer System Improvement Project - USDA Rural Development funding

PRESENTER: Amanda Webb, Planning Director

BACKGROUND

Riley County staff applied for USDA Rural Development funding for the Keats Sanitary Sewer Improvements Project.

DISCUSSION

USDA has issued the Letter of Conditions which Riley County must agree to before USDA can proceed. The letter, and all supporting/referenced documentation, is included for your review. The Request for Obligation of Funds, Letter of Intent to Meet Conditions, Grant Agreement, and Loan Resolution, must be signed by the Commission Chair and submitted back to USDA for further consideration. While we are allowed 14 days to perform this action, it is imperative we return the signed documentation immediately.

The funding considered includes a loan not to exceed \$618,000 and a grant not to exceed \$492,000. There is no guarantee at this time that these funds are or will be available for the project.

FISCAL IMPACT

Riley County has allocated \$800,000 in ARPA funds for the Keats project. Other funding secured includes a \$359,100 grant from the Kansas Water Office and a \$2,537,790 grant from the Kansas Department of Health and Environment.

Any funding not secured in grants will be in the form of a loan that residents will need to pay back over a 40-year loan term.

RECOMMENDATION

Staff recommends the BOCC approve the Chair signing the Letter of Intent to Meet Conditions, the Request for Obligation of Funds, Grant Agreement, and the Loan Resolution.

POSSIBLE MOTION(S)

Move to approve the Chair signing the Letter of Intent to Meet Conditions, the Request for Obligation of Funds, Grant Agreement, and the Loan Resolution.

Enclosures:

- Riley County Keats LOC (PDF)
- Riley County_RD1940-1 (PDF)
- Riley County_Bulletin1780-27 (PDF)
- Riley County_Bulletin1780-12 (PDF)
- Riley County_RD1942-46 (PDF)



3/11/2025

Amanda Webb
Riley County
110 Courthouse Plaza
Manhattan KS 66502

SUBJECT: Letter of Conditions
Recipient Name: Riley County
Project Name: FY25 Riley County Keats
CFDA NUMBER – 10.760

Agency Loan: \$ 618,000.00
Agency Grant: \$ 492,000.00
State Grants: \$ 3,697,000.00

Dear Ms. Webb:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD), both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. This includes any significant changes in the Applicant's financial condition, operation, organizational structure or executive leadership. Any changes made without Agency concurrence shall be cause for discontinuing processing of the application.

This letter does not constitute loan and grant approval, nor does it ensure that funds are or will be available for the project. The funding is being processed on the basis of a loan not to exceed \$681,000.00 and a grant not to exceed \$492,000.00. The loan and grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds" is signed by the Agency approval official.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. You must meet all conditions set forth under Section III – Requirements Prior to Advertising for Bids within 1 year of this letter.

If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

If you agree to meet the conditions set forth in this letter and desire further consideration, be given to your application, please complete and return the following forms within 14 days:

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1303 SW First American Place • Topeka, KS 66604
Voice 785-271-2704]

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Attachment: Riley County Keats LOC (15554 : Keats Sewer District USDA Funding)

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"

All parties may access information and regulations referenced in this letter at our website located at: [Water and Environmental Programs | Rural Development \(usda.gov\)](#)

The conditions are as follows:

SECTION I - PROJECT SCOPE

Project Description –The proposed project consists Approximately 12000 LF of 4" and 8" collection lines, 43 MH's replacement and 146 VF of height adjustments, 67 septic tank demo, 5 grinder stations, surface removal and replacement. New Lift Station, New 72" precast wet well, 4" Sewer FM connection, electrical, installation of new backup generator and other appurtenances. Construction of new discharging lagoon and irrigation pump station.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER), prepared by BG Consultants dated/amended 2/26/2025, as concurred with by the Agency.

2. Project Funding – The Agency is offering the following funding for your project:

Agency Loan -	\$ 618,000
Agency Grant -	\$ 492,000

This offer is based upon the following additional funding being obtained.

ARPA -	\$ 800,000
STWSIA Grant -	\$ 2,537,790
KWO Grant-	\$ 359,210

TOTAL PROJECT COST - \$ 4,807,000

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Prior to loan closing, any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant, and then as a reduction to Agency loan funds.

The applicant must certify that they have exhausted all other funding avenues and have no pending funding considerations from any other sources. Further, the applicant must certify that they do not intend to apply anywhere else for funding for this project. If, after obligation of Agency funds, other funding becomes available, the Agency reserves the right to deobligate any

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and all funding for this project and to re-underwrite. This may result in the offering of a different funding package to for this project.

Prior to advertisement for construction bids, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. Project Budget – Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Administration	\$
Development	\$ 3,601,960
Contingency	\$ 180,340
Engineering Fees	\$ 704,700
Includes:	
Preliminary Engineering Report	\$ 36,000
Environmental Report	\$ 11,000
Design	\$ 369,700
Resident Project Representation (Inspection)	\$ 220,000
Additional Services	\$ 68,000
Interest - Interim	\$ 15,000
Land and Rights-of-Way	\$ 305,000
TOTAL	\$ 4,807,000

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. Obligated loan and/or grant funds not needed to complete the proposed project will be deobligated. Any reduction will be applied to Agency grant funds first. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. An “Amended Letter of Conditions” will be issued for any changes to the total project budget.

4. Project Timeline – To ensure that the project proceeds in a timely manner, key processing milestones have been established in accordance with the PER or other Agency approved documentation. **Projects should be completed and Agency funds fully disbursed within three years of obligation.** By agreeing to the terms herein, you agree to comply with the milestones identified below. If, for any reason, one or more of the milestones cannot be met, you must notify the Agency in writing at least 30 days prior to the referenced date. Should your final completion date become more than three years after obligation the written request will follow the procedures outlined in Section VI of this letter, including the submission of not less than 90 days prior to the benchmark. The correspondence must contain a valid explanation as to why the

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milestone cannot be met and include a proposed revised project completion schedule. If the Agency agrees to the modification, a written confirmation will be issued. The Agency reserves the right to de-obligate loan and/or grant funds, or take other appropriate action, if the established or amended deadlines are not met.

<u>Milestone</u>	<u>Date</u>
Plans & Specifications, and Design Complete	6/1/2026
Permits Acquisition Complete	9/1/2026
Initial Advertisement for Bids	10/1/2026
Award Contract(s)/Initiate Construction	1/15/2027
Substantial Completion	11/15/2027
Final Completion	2/15/2028

SECTION II – RATES & TERMS

5. Interest Rates and Loan Terms – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount. The payment due date will be established as the day that the loan closes.

Your loan will be scheduled for repayment over a period of 40 years. Payments will be equal annual amortized installments, beginning one year after closing. For planning purposes, use a 3.25% interest which provides for an annual payment of \$27,829. The precise payment amount will be based on the interest rate at which the loan is closed and may be different than the one above.

6. Security – The loan will be secured by a General Obligation bond with first lien position in the amount of \$618,000. The bond will be fully registered as to both principal and interest in the name of the “United States of America, Acting through the United States Department of Agriculture.” Bond Counsel will be utilized in preparation of these documents.

The bond/security instrument and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or associated laws. There must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

Additional security requirements are contained in RUS Bulletin 1780-27, “Loan Resolution (Public Bodies) and RUS Bulletin 1780-12, “Water and Waste System Grant Agreement”. A draft of all security instruments, including draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. Bond/loan resolutions must be duly adopted and executed prior to loan closing.

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The Grant Agreement will be executed prior to the first disbursement of grant funds. The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation the project.

7. Reserves – Reserves must be properly budgeted and set aside to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency repairs, to assist with debt service should the need arise, and for the replacement of assets which have a useful life less than the repayment period of the loan. The following reserves are required to be established as a condition of this loan:

- a. **Short-Lived Asset Reserve** – You must establish a short-lived asset reserve fund. Based on the PER, you must deposit at least \$8,380 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

SECTION III – REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

8. Organization – The Bond Counsel transcripts of proceedings must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as for borrowing money, pledging security and raising revenues.

9. Suspension and Debarment Screening – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.

Principal –

- i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
 1. Is in a position to handle federal funds;
 2. Is in a position to influence or control the use of those funds; or,
 3. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

10. Environmental Requirements –

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The project, as proposed, has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

11. Engineering Services – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance,” or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids and must approve any modifications to this agreement.

12. Contract Documents, Final Plans, and Specifications- All development will be completed by contract in accordance with applicable provisions of RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, (copy available upon request), and in compliance with all statutory requirements. You are responsible to share this with your engineer before pre-design.

- a. The plans and specifications and all proposals required by law must be approved by State regulatory body for water or sanitary sewer systems.
- b. In preparing final design and providing service to the planned project area, you and your engineer will comply with all zoning and planning requirements of the appropriate governing bodies where service is to be provided.
- c. The Agency will need to concur in the plans and specifications prior to advertising for bids. The Agency may require an updated cost estimate if a significant amount of time has elapsed between the original project cost estimate and advertising for bids.
- d. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.
- e. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.

13. Build America, Buy America (BABAA) Requirements- Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- a. all iron and steel permanently installed in the project are produced in the United States-- this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

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- b. all manufactured products permanently installed in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. all construction materials permanently installed are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The BABAA requirement applies to the entirety of an infrastructure project even if only a portion of the project is funded by Federal funds.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- a. applying the domestic content procurement preference would be inconsistent with the public interest;
- b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials

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required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Owners are ultimately responsible for compliance with the evidence standards as outlined in the Build America Buy America (BABAA) appendix to this Letter. Owners are required to maintain records as specified in their loan or grant agreement, but in all cases, they should maintain records for a minimum of three years after the final expenditure report. Minimum records include certifications from manufacturers, the architect/engineer, and the prime contractor. Supporting documentation includes purchasing records and notes and photos taken by the Resident Project Representative (RPR). Further guidance regarding certifications will be provided by the Agency.

14. Legal Services –A legal services agreement is required with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

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15. Property Rights - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

- a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
- b. **Form RD 442-20, “Right-of-Way Easement”** – This form, or similar format, may be used to obtain any necessary easements for the proposed project.
- c. **Form RD 442-21, “Right-of-Way Certificate”** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
- d. **Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
- e. **Preliminary Title Work (Title Opinion)** – When applicable, your attorney or title company will provide a preliminary title opinion for any property related to the facility, currently owned and to be acquired, along with copies of deeds, contracts or options for purchasing said property. Form RD 1927-9, “Preliminary Title Opinion,” may be used.
- e. **Title Work** – When applicable, your attorney or title company will secure an Owners’ Title Insurance policy on all real estate to be acquired in connection with this project. This policy should be in an amount equal to the market value of the property as improved.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

16. System Policies, Procedures, Contracts, and Agreements – The facility must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or

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ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

- a. Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place up-to-date written standards of conduct covering conflict of interest. The standards of conduct must include disciplinary actions in the event of a violation by officers, employees, or agents of the borrower. The standards identified herein apply to any parent, affiliate or subsidiary organization of the borrower that is not a state or local government, or Indian Tribe. Policies and accompanying documents shall be furnished to Rural Development upon request.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements above must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

17. Closing Instructions – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Both your bond and legal counsel must comply with these instructions when closing the Agency loan/grant.

18. System Users – This letter of conditions is based upon your indication at application that there will be at least 67 residential users, 0 non-residential users, and 0 bulk / wholesale users on the proposed system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

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If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

If you are relying on mandatory connection requirements, you must provide evidence of the authorizing ordinance or statute along with your user certification.

19. Construction Account – A separate construction account is not required for project funds. However, the recipient must be able to separately identify, report and account for all Federal funds, including the receipt, obligation and expenditure of funds, in accordance with 2 CFR 200.305. These funds must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage. **If the balances at the financial institution where federal funds will be deposited exceeds the FDIC insurance coverage, the excess amount must be collaterally secured up to 100 percent of the highest amount of funds expected to be deposited in the account at any one time, per the Department of Treasury regulations and requirements.**

20. Interim Financing – The Agency’s policy is to utilize interim financing for all loans exceeding \$500,000. Prepayment penalties on interim financing are not allowed. Borrowers are required to seek interim financing initially from private or cooperative lenders if funds can be borrowed at reasonable interest rates on an interim basis from those sources for the construction period. The fact that a commercial lender’s rates are higher than current Agency interest rates does not necessarily mean that the commercial rate is not reasonable.

21. Proposed Operating Budget – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O and M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, “Operating Budget,” or similar format may be utilized for this purpose. It is expected that O and M expenses will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested, please contact our office for information.

22. Permits – The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence

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that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

23. Risk and Resilience Assessment/Emergency Response Plan (RRA/ERP) –The Agency requires all financed water and wastewater systems to have a RRA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that an RRA is complete must be submitted within one year of the start of operation. Borrowers with existing systems must provide a certification that an RRA/ERP has been completed prior to advertising for bids. Technical assistance is available in preparing these documents at no cost to you.

Before funds are drawn, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Science and Technology and the Cybersecurity and Infrastructure Security Administration. These items should be addressed in the RRA/ERP.

The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every five years at a minimum.

24. Bid Authorization - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

25. Disbursement of Agency Funds - Agency funds will be disbursed electronically into the construction account as they are needed. SF 3881, “ACH Vendor/Miscellaneous Payment Enrollment Form,” must be completed and submitted to the Agency prior to commencement of construction.

The order of disbursement is as follows: 1) Applicant contribution, 2) other funding sources, 3) interim financing or Agency loan funds, and 4) Agency grant funds. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior the first disbursement. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. Agency Grant funds must not be disbursed prior to loan funds except as authorized in 7 CFR 1780.45(d).

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of \$500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt, and there should be

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little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- The recipient receives less than \$120,000 in Federal awards per year.
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- A foreign government or banking system prohibits or precludes interest-bearing accounts.

26. Bid Tabulation – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

- a. **Cost Overruns** – If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20 percent of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
- b. **Excess Funds** - If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and Letter of Conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

27. Suspension and Debarment Screening – In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower tier recipients (e.g., vendors, contractors, etc.).

28. Contract Review – Your attorney will certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with 7 CFR 1780.61(b).

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Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for concurrence. Construction cannot commence until the Agency has concurred in the construction contracts.

29. Final Rights of Way – Your attorney or title company must furnish a separate final title opinion or Title Insurance Policy on all real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, “Final Title Opinion” may be used.

If any of the right-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed.

30. Insurance and Bonding Requirements - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity bond coverage is maintained.

- a. **General Liability Insurance** – Include vehicular coverage.
- b. **Workers’ Compensation** – In accordance with appropriate State laws.
- c. **Guaranty or Fidelity Insurance**—Coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through “blanket” coverage providing protection for all appropriate employees. Each position is to be insured in an amount equal to the maximum amount of funds expected to be under the control of that position at any one time. The minimum coverage allowed will be an amount equal to the total annual debt service payment on the Agency loans. The coverage may be increased during construction based on the anticipated monthly advances.
- d. **National Flood Insurance** - If the project involves acquisition or construction in a designated special flood area, the community in which the acquisition or construction is situated must be currently participating in the national flood insurance program. Additionally, if the project involves acquisition or construction in designated special flood or mudslide prone areas, a flood insurance policy must be in place at the time of loan closing.
- e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the

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Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

The Agency is to be listed as “Other Insured” so as to receive notifications on all insurance, regardless of security. Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

31. Initial Civil Rights Compliance Review – The Agency will conduct an initial civil rights compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

SECTION V – REQUIREMENTS PRIOR TO CLOSING

32. Interim Financing. Interim financing is being used. Generally, loan closing will occur near the end of construction when interim funds are fully disbursed. Documents detailed above from Sections II and III regarding security, electronic payments (Form 3550-28), and system policies, procedures, contracts, and agreements must be adopted and/or executed and submitted to the Agency prior to loan closing.

33. Electronic Payments – Payments will be made through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, “Authorization Agreement for Preauthorized Payments,” for all new and existing indebtedness to the Agency prior to loan closing.

34. Other Requirements – All requirements contained in the Agency’s closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

- a. **System for Award Management**. You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Renewal can be completed online at: <http://sam.gov>. This registration must be renewed and revalidated every 12 months for as long as there is an active loan, grant, or guaranteed loan with the Agency.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the “Help” section at <http://sam.gov>).

- b. **Litigation**. You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of

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construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.

- c. **Certified Operator**. Evidence must be provided that your system has or will have a certified operator, as defined by applicable State or Federal requirements, available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

35. Construction Completion Timeframe – Following the benchmarks established in Section I, Item 4, Project Timeline, all projects should be completed and Agency funds fully disbursed within three years of the date of obligation. If funds are not disbursed within three years of obligation and you have not already done so per Section I, Item 4, you must submit a written request for extension of time to the Agency with adequate justification of the circumstances, including any beyond your control. The request must be submitted at least 90 days prior to the end of the three-year timeframe and include a revised estimated date of completion. The Agency will typically only allow one extension. Subsequent requests for waivers beyond the initial extension or requests that exceed five years from the initial date of obligation will be submitted to the RUS, Water and Environmental Programs for consideration. The Agency retains the right to de-obligate any loan and/or grant monies, or take other appropriate action, related to unliquidated funds that exceed the timeframes above and are not under an active extension.

36. Resident Inspector(s) – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must provide written concurrence. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the preconstruction conference.

37. Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

38. Inspections - The Agency requires a preconstruction conference, pre-final, final, and warranty inspections. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any outstanding warranty issues. The Agency will conduct an inspection with you of your records management system at the same time and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

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39. Change Orders – A Change Order must be submitted for all modifications to the approved scope of work, including existing contracts. This includes non-physical modifications such as any time extension requests. Prior written Agency concurrence is required for all Change Orders.

40. Payments – Prior Agency concurrence is required for all invoices and requests for payment before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

41. Use of Remaining Funds – As stated above, applicant contribution and connection or tap fees will be the first funds expended in the project. Funds remaining after all costs incident to the basic project have been paid or provided will be handled as follows:

- a. Funds remaining after the applicant contribution and connection fees may be considered in direct proportion to the amounts of funding obtained from each source. The use of Agency funding will be limited to eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
- b. Any reductions in the Agency funding will be first applied to the grant funds.
- c. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 60 days of final completion of project. Prior to actual cancellation, you, your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.
- d. Under no circumstances is it appropriate to use remaining funds as contributions to a new project outside the scope of the funded project.
- e. Loan funds that are not needed will be cancelled (de-obligated) prior to loan closing.

42. Technical, Managerial and Financial Capacity - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for additional information.

43. Reporting Requirements Related to Expenditure of Funds -- An annual audit under 2 CFR 200 is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal

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financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 9 months of your fiscal year end. Both the audit and accompanying management report must be submitted for review.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy of that agreement to the Agency prior to the advertisement of construction bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN

44. Prepayment and Extra Payments - Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the following language regarding extra payments, unless prohibited by State statute:

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.

45. Annual Financial Reporting/Audit Requirements – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information, a current rate schedule, and listing of board members with their terms. Financial statements must be prepared on an accrual basis of accounting in accordance with generally accepted accounting principles (GAAP). The annual report will include separate reporting for each water and waste disposal facility, and itemized cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available, at no cost, with preparing financial reports.

The type of financial information that must be submitted is specified below:

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- a. **Audits** – An audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

See Section VI for additional information regarding audits.

- b. **Financial Statements** – If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include, at a minimum, a balance sheet and an income and expense statement. You may use Form RD 442-2, “Statement of Budget, Income and Equity,” and 442-3, “Balance Sheet,” or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.

46. Annual Budget and Projected Cash Flow - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. The budget must be signed by the appropriate borrower official. Form RD 442-2, “Statement of Budget, Income and Equity,” or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget.

47. Graduation - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you can obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.

48. Security/Operational Inspections – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.

49. System for Award Management. You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Further information can be found at paragraph 33 of this letter.

50. Risk and Resiliency Assessment/Emergency Response Plan (RRA/ERP) – The RRA/ERP is further outlined under Section III of this letter. You will be required to submit a certification to the servicing office every five years that the RRA/ERP is current and covers all sites related to the facility. The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It

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should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. Technical assistance is available in preparing these documents at no cost to you.

51. Insurance. – Insurance requirements are further outlined in Section IV of this letter. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

52. Statutory and National Policy Requirements – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, “Improving Access to Services by Persons with Limited English Proficiency” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National

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Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.”

- f. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the Office of General Counsel, as appropriate.

53. Compliance Reviews and Data Collection – Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter.

If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

SECTION VIII – REMEDIES FOR NON-COMPLIANCE

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of Agency regulations, statutes, and other applicable policies.

We look forward to working with you to complete this project. If you have any questions, please contact Holly Schmidt at 785-624-3249 or by e-mail at holly.schmidt@usda.gov

Sincerely,

Holly Schmidt
Loan Specialist

Attachments

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cc: Community Programs Director, Mike Pan, Chun.Pan@usda.gov

FORMS and BULLETINS:

Form AD-3031 “Assurance Regarding Felony Convictions or Tax Delinquent Status for Corporate Applicants” – Item 30
 Internal Revenue Service Form 1023, Appendix A, “Sample Conflict of Interest Policy” - Item 15
 Form RD 440-22, “Promissory Note” – Item 6
 Form RD 442-2, “Statement of Budget, Income and Equity” – Items 45 and 46
 Form RD 442-3, “Balance Sheet” – Item 45
 Form RD 442-7, “Operating Budget” – Item 20
 Form RD 442-20, “Right-of-Way Easement” – Item 14
 Form RD 442-21, “Right-of-Way Certificate” – Item 14
 Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way” – Item 14
 Form RD 1927-9, “Preliminary Title Opinion” – Item 14
 Form RD 1927-10, “Final Title Opinion” – Item 28
 Form RD 1940-1, “Request for Obligation of Funds” – Pages 1 and 2
 Form RD 1942-8, “Resolution of Members or Stockholders” – Item 6
 Form RD 1942-46, “Letter of Intent to Meet Conditions” – Page 2
 Form RD 3550-28, “Authorization Agreement for Preauthorized Payments” – Items 32 and 33
 Form UCC-1, “Financing Statement” – Item 6
 Form UCC-1Ad, “UCC Financing Statement Addendum” – Item 6
 SF 3881, “ACH Vendor/Miscellaneous Payment Enrollment Form” – Item 24
 RUS Bulletin 1780-7, “Legal Services Agreement” – Item 13
 RUS Bulletin 1780-9, “Water Users Agreement” - Items 15 and 17
 RUS Bulletin 1780-12, “Water and Waste System Grant Agreement” – Item 6
 RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance” – Items 11 and 12
 RUS Bulletin 1780-27, “Loan Resolution (Public Bodies)” – Item 6
 RUS Bulletin 1780-28, “Loan Resolution Security Agreement” – Item 6

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Appendix B

Build America, Buy America Evidence Standards

Manufacturers

For each item to which BABAA applies (every item permanently installed on the project, except for aggregate and aggregate binding materials), a manufacturer's certification letter or other document demonstrating compliance is required. It must, at a minimum, identify the item being certified (short written description as well as part number, if applicable) and affirm that the item complies with BABAA. This document must be signed by an authorized company representative.

Architects and Engineers

Compliance with BABAA will be spelled out in agreements for services, construction contracts, and procurement contracts. Generally, the A/E contract should include, as a basic service, obtaining and maintaining all BABAA documentation (particularly manufacturers' certifications) during construction, which shall be transferred to the Owner upon completion of the project. The architect or engineer will need to certify to this action at the project's end.

Resident Project Representative / Resident Inspector

As part of their duties, Resident Project Representative/Resident Inspector should be instructed to verify items delivered to the site and installed are accompanied by documentation of compliance with BABAA. They should photograph items as appropriate. RPR/RI daily logs and photographs will become part of the construction record and can be used as supporting information during audits, providing evidence for items that are buried or otherwise inaccessible.

Contractors

Construction contract(s) must include a requirement to procure and install only items that comply with BABAA or are subject to an approved waiver. Contractors must provide manufacturers' certifications for all BABAA compliant items to the responsible party before a request for reimbursement to the Agency is made. At completion, the contractor will be required to certify that all items used on the contract complied with BABAA and that all manufacturers' certifications were provided.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME	
		5. COUNTY NAME	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN. FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE (See FMI)	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN		25. AMOUNT OF GRANT
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date _____, 20 _____
(Signature of Applicant)

Date _____, 20 _____
(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: _____

Date Approved: _____ Title: _____

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE _____

OF THE _____
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A
PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the _____

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

pursuant to the provisions of _____; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture,
(herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921
et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event
that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ _____

under the terms offered by the Government; that the _____

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the _____ of the

_____ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL)

By _____

Attest:

Title _____

Title _____

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the _____
hereby certify that the _____ of such Association is composed of
_____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
by the vote shown above, I further certify that as of _____ ,
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
rescinded or amended in any way.

Dated, this _____ day of _____

Title _____

Water and Waste System Grant Agreement**United States Department of Agriculture****Rural Utilities Service**

THIS AGREEMENT dated _____, between

a public corporation organized and operating under

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ _____ and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ _____ of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ _____ has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ _____ or _____ percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed _____ percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

Attachment: Riley County_Bulletin1780-12 (15554 : Keats Sewer District USDA Funding)

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary)

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term ``facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$_____ which it will advance to Grantee to meet not to exceed _____ percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

attested and its corporate seal affixed by its duly authorized

Attest:

By _____

(Title) _____

By _____

(Title) _____

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By _____

(Title)

Attachment: Riley County_Bulletin1780-12 (15554 : Keats Sewer District USDA Funding)

Form RD 1942-46
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015
OMB NO. 0570-0062

LETTER OF INTENT TO MEET CONDITIONS

Date _____

TO: United States Department of Agriculture

(Name of USDA Agency)

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated _____. It is our intent to meet all of them not later than _____.

(Name of Association)

BY _____

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.