



**Board of Riley County
Commissioners
Regular Meeting
Agenda
June 22, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Vice Chair](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Elections Systems & Software (ES&S) Contract
4. Pottawatomie County Resource Request to Use Patient Hauler
5. Flat Rock Road Culvert Replacement Project- Bid Recommendation
6. Union Road Culvert Replacement Project- Bid Recommendation
7. Sign a Tax Roll Correction
8. Sign Riley County Personnel Action Form(s)

Review Minutes

9. Board of Riley County Commissioners - Regular Meeting - Jun 15, 2023 9:00 AM

Review Tentative Agenda

10. Tentative Agenda

Press Conference Topics

11. Discuss Press Conference

9:00 AM

Rich Vargo, County Clerk

12. 2022 General Fund Cash Balance

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

13. Administrative Work Session
14. Review and Approve for Publication RFP and Contract for Indigent Legal Services

9:35 AM

Craig Cox, Deputy County Counselor

15. Tax foreclosure auction - City of Ogden Possible Purchase of River Trail Holdings, LLC lots and court costs.

9:55 AM Gary Fike, County Extension Director

16. 2024 Extension Budget Request

10:05 AM Vivienne Leyva, PIO

17. June 2023 Communications Update

10:20 AM Bob Isaac, Planner

18. Replat Lots 15, 16, 17 and 18, Block 3, Lakeside Heights, into a single lot.

10:35 AM Bob Isaac, Planner

19. Replat Lot 1, Walnut Grove, together with a portion of a contiguous unplatted tract and amend the existing Residential Use Designator-Extraneous Farmstead.

10:50 AM Amanda Webb, Planning/Special Projects Director

20. Comprehensive plan update

11:10 AM Shilo Heger, Treasurer

21. May 2023 Revenue Reporting - Riley County Treasurer

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.



COUNTY CLERK & ELECTIONS
Contract

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

COMMISSION AGENDA REPORT

FROM: Rich Vargo, Riley County Clerk
MEETING: June 22, 2023
SUBJECT: Elections Systems & Software (ES&S) Contract
PRESENTER: Rich Vargo, Riley County Clerk

POSSIBLE MOTION

Move to approve the Sales Order Agreement and Contractual Provisions Attachment with Election Systems & Software, LLC (ES&S).

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Riley County, KS - DS300 Sales Order Agreement Complete - signed by ES&S 6.20.2023 (PDF)



11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

Sales Quotation #: S2190

1st Election Date: November 7, 2023

Estimated Delivery Date: July 2023

Phone Number: 785-537-6300

Fax Number: 785-537-6394

Customer Contact, Title: Rich Vargo - County Clerk

Customer Name: Riley County, Kansas

Type of Sale: ☒ **NEW**

Type of Equip: ☒ **NEW** ☐ **REFURBISHED**

<u>Bill To:</u>	<u>Ship To:</u>
<u>Riley County, Kansas</u>	<u>Riley County, Kansas</u>
<u>Rich Vargo - County Clerk</u>	<u>Rich Vargo - County Clerk</u>
<u>110 Courthouse Plaza</u>	<u>110 Courthouse Plaza</u>
<u>Manhattan, KS 66502</u>	<u>Manhattan, KS 66502</u>

	<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
1	DS300	DS300 Poll Place Scanner and Tabulator: Model DS300 Scanner with Internal Backup Battery, Paper Roll, and One (1) Standard 4GB Memory Device	40	\$5,995.00	\$239,800.00
2	DS300	Ballot Box with Power Supply and AC Cord	40	\$880.00	\$35,200.00
3	DS300	Tote Bin	40	\$395.00	\$15,800.00
4	DS300	Equipment Installation	40	\$125.00	\$5,000.00
5	ExpressVote BMD	EVS 6300 Upgrade	1	\$8,000.00	\$8,000.00
6	Services	Equipment Operations Training Day	1	\$1,975.00	\$1,975.00
7	Shipping	Shipping & Handling	1	\$4,500.00	\$4,500.00

Freight Billable: yes ☒ no ☐

Order Subtotal	\$ 310,275.00
Customer Discount	(\$20,000.00)
Order Total	\$ 290,275.00

Angie Frison
Regional Sales Manager

6/20/2023

V.P. of Finance

Date

Customer Signature

Date

Title

Payment Terms

\$145,137.50 of Order Total will be invoiced upon Contract Execution.

\$145,137.50 of Order Total will be invoiced as Equipment is provided to Customer.

Invoices are due net 30 from receipt of invoice.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years):

One (1) Year From Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS

GENERAL TERMS

1. Definitions:

All capitalized terms used, but not otherwise defined, in these Hardware Purchase and Software License Terms ("General Terms") or in an Exhibit shall have the following meanings:

- a. "Documentation" means any and all written or electronic documentation furnished or generally made available to Customer by ES&S relating to the ES&S Hardware and ES&S Software, including any operating instructions, user manuals or training materials.
- b. "ES&S Firmware" means ES&S' proprietary software which is installed on the ES&S Hardware.
- c. "ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services" means those services described on Exhibit A.
- d. "ES&S Software" means the ES&S Software and ES&S Firmware as set forth on the front side of this agreement.
- e. "ES&S Hardware" means ES&S's proprietary vote tabulation hardware set forth on the front side of this Agreement.
- f. "Software" means ES&S Software and Third-Party software.
- g. "Third-Party Items" means hardware, equipment and software manufactured and developed by parties other than ES&S.

2. **Hardware Purchase and Software License Terms.** Subject to the terms and conditions of this Sales Order Agreement ("Agreement"), ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Hardware and ES&S Software described on the front side of this Agreement. The payment terms for the ES&S Hardware and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial License Term for the ES&S Firmware is included in the cost of the ES&S Hardware.

a. **Hardware Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Hardware. Title to the ES&S Hardware shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Hardware.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and the Documentation in the Jurisdiction while Customer is using the ES&S Hardware and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Hardware and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent;
- d. Cause or permit any review, testing, examination, or audit of the ES&S Software without ES&S' prior written consent; or
- e. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2(b) shall commence upon the delivery of the ES&S Software described in Section 2(b) and shall continue for a **one (1) year period** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. The license terms for any License Renewal Term shall be set forth on Exhibit A. ES&S may terminate any of the licenses granted hereunder if Customer fails to pay the consideration due for, or breaches Sections 2(b), 3, or 9 with respect to, such licenses. Upon the termination any of the licenses granted in Section 2(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Hardware which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates

to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to: (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Tabulation Software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any Third-Party Items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Hardware contracted for herein that may be developed and offered by ES&S in order for such ES&S Hardware to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Hardware and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Hardware and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. **Warranty.**

a. **ES&S Hardware/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Hardware or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, protective coatings, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. The Warranty shall not include the repair or replacement of any ES&S Hardware due to cosmetic damages, including, but not limited to, screen cracks, scratches, dents and broken plastic or any defects resulting from normal wear and tear. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third-Party Item. Any repaired or replaced item of ES&S Hardware or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Hardware or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Hardware or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Hardware or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an authorized representative of ES&S (iv) the ES&S Hardware or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S prior written consent (v) the ES&S Hardware or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots, use which is not in accordance with the Documentation or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (vi) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of hardware which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon expiration of the Warranty Period, Customer shall be entitled to receive Hardware Maintenance and Software Maintenance and Support Services, the terms of which are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY HARDWARE, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED

AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Hardware or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation provided by ES&S, the design and configuration of the ES&S Hardware and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Hardware, the ES&S Software, the Documentation, and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

12. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

13. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

14. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

15. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Hardware and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Hardware and ES&S Tabulation Software, including all components will be provided to Customer with a hardened network in accordance with the guidelines of the United States Election Assistance Commission. In the event Customer fails to maintain the ES&S Software in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

16. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Hardware licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Hardware and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any Third-Party Items that are required in order for the ES&S Hardware and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 16(ii) and 16(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement.

17. **Customer Enhancements.** In the event that Customer requests any future enhancements of the ES&S Hardware and/or ES&S Software ("Enhancements"), such requests shall be submitted in writing to ES&S. ES&S will evaluate each of the Enhancements to determine if any of such Enhancements are technologically feasible, commercially reasonable and consistent with ES&S's security protocol and procedures. In the event that ES&S determines that any of such Enhancements meet the foregoing requirements, then ES&S shall prepare a scope of work which shall include an estimated timeline and the estimated costs for design, development, testing, certification and implementation of such Enhancements (the "SOW"). ES&S shall provide the SOW to Customer for review and written approval. After ES&S's receipt of written approval of the SOW by Customer, ES&S shall prepare a written change order for Customer's execution. ES&S shall solely own and retain any and all intellectual proprietary rights in any Enhancements developed and provided to Customer.

18. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-9, 12, 13(b), 14-16, and 18 of these General Terms shall survive any termination or expiration of this Agreement, to the extent applicable.

EXHIBIT A
ES&S HARDWARE MAINTENANCE AND
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for ES&S Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Post-Warranty Term"). Upon expiration of the Initial Post-Warranty Term, this Exhibit A shall automatically renew for an unlimited number of successive **Two-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Post-Warranty Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the ES&S Hardware Maintenance Services contemplated hereunder, (d) the date on which the ES&S Hardware or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide ES&S Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the ES&S Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Post-Warranty Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Post-Warranty Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Post-Warranty Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The ES&S Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S Hardware set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twenty-Four (24) Months** during the Initial Post-Warranty Term or any Renewal Period thereof.

Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Post-Warranty Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the ES&S Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed

pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for ES&S Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide ES&S Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for ES&S Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Post-Warranty Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide ES&S Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all ES&S Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of ES&S Hardware Maintenance Services; Inspection.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving ES&S Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any ES&S Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any ES&S Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software, to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License,

Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Post-Warranty Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 4 of the General Terms. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install ES&S Firmware Updates in accordance with Section 4 of the General Terms. Updates to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software and/or Third-Party Items or any services required in order to replace the same as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Post-Warranty Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$12,800.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$7,600.00
Total Maintenance Fees for the Initial Post-Warranty Term:		\$20,400.00
<u>Payment Terms:</u> ES&S shall Invoice Customer annually for each year of the Initial Post-Warranty Term. Payment is due before the start of each period within the Initial Post-Warranty Term.		
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Post-Warranty Term: Expiration of the Warranty Period through the **second** anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
40	Model DS300 Scanner	Year 1	\$160.00	\$6,400.00
40	Model DS300 Scanner	Year 2	\$160.00	\$6,400.00
Total Hardware Maintenance Fees for the Initial Post-Warranty Term				\$12,800.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Riley County, Kansas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

ES&S Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Tabulation Hardware.
5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those ES&S Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other ES&S Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES FIRMWARE

Initial Post-Warranty Term: Expiration of the Warranty Period through the **second** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
40	Model DS300 Scanner	Year 1	\$95.00	\$3,800.00
40	Model DS300 Scanner	Year 2	\$95.00	\$3,800.00
Total Firmware License, Maintenance and Support Fees for the Initial Post-Warranty Term				\$7,600.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and ES&S Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install hardware firmware and make changes to date and time settings.
 - Customer shall have the ability to change accessible consumable items on hardware. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer's voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Hardware and ES&S Software.
6. Customer shall be responsible for the acceptance of the ES&S Hardware and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Hardware and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

Attachment to "Contract" Between Riley County (hereinafter "County"), and Election Systems & Software, L.L.C., a/k/a "ES & S" (hereinafter "Contractor").

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the 20th day of June 2023.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 2.1 **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
 - 2.2 **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
3. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws. Any contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew such Contract before the end of each one year term. .
4. **ANTI-DISCRIMINATION CLAUSE.**
 - 4.1 In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
 - 4.2 Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
 - 4.3 In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

4.4 If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.

4.5 If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.

4.6 Contractor shall include the provisions of paragraphs 4.1 through 4.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.

4.7 Parties to the contract understand that this paragraph number 7 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

5. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
6. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
8. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
9. **TERM AND TERMINATION.**

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

9.2 Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any. Notwithstanding this subsection 9.2, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.

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

10. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.
11. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
12. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.
13. **RECORDS, REPORTS AND INSPECTION.**
 - 13.1 Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
 - 13.2 Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not

limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

13.3 Reports. During the term of this contract, Contractor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

13.4 Audit. Contractor shall provide for an annual independent audit of its financial records which apply to this contract only and shall provide a copy of said audit to County, if requested.

13.5 Availability of Records. Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this Contract and for a three (3) year period following final payment under the terms of this contract.

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

14. **METHOD OF BILLING AND PAYMENT.**

14.1 Billing Procedures. Contractor agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract. Payment by County may be withheld until Contractor has provided the County, and the county is satisfied, with all equipment purchased, including all hardware, software and services provided in accordance with the terms of the Contract.

14.2 Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 13, above. Notwithstanding the foregoing, the County shall provide Contractor with written notice of the required documentation necessary for payment by the County.

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

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

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

15. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.
16. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection subject to any exemptions as set forth under applicable state and federal law.
17. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
18. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.
19. **INFRINGEMENT INDEMNITY.** Contractor will defend, indemnify and hold harmless County against any claim that products furnished and used within the scope of the agreement and any license thereunder infringe a United States copyright or patent.

19.1 Combination Use Contractor makes no representation with respect to the possibility of infringement by County's Combination Use of licensed software. "Combination Use" means use of the licensed software in conjunction with any of the following, unless such use is prescribed in the documentation provided County pursuant to the agreement and any license thereunder: (i) any software other than the licensed software provided by Contractor pursuant to the agreement and any license thereunder; (ii) on any apparatus other than a designated unit authorized by any license thereunder; and/or (iii) any activities of County which are in violation of any license thereunder.

19.2 All other Uses Except for Combination Use as defined above, Contractor shall indemnify County against all claims, liabilities and costs, including reasonable attorney fees, reasonably incurred in the defense of any claim brought against County alleging that County's use of the licenses software and/or documentation infringes or misappropriates: (i) any United States patent; or (ii) copyright; or (iii) trade secret rights, provided that County promptly notifies Contractor in writing of any such claim

and Contractor is permitted to control fully the defense and any settlement of sch claim, as long as such settlement shall not include any financial obligation on County. County shall reasonably cooperate in the defense of such claim and may appear, at County's own expense, through counsel. Contractor may in its sole discretion, settle any such claim on a basis requiring Contractor to substitute for the software and documentation alternative substantially equivalent non-infringing programs and supporting documentation, so long as such settlement shall not include any financial obligation on County without County's advance written approval.

20. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Contractor to perform the services hereunder, Contractor agrees to promptly replace that person with an individual approved by County.
21. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
22. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor

ELECTION SYSTEMS & SOFTWARE,
L.L.C.

By: 
Name: Jared Plath, VP of Finance

June 20, 2023

Date

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
Kathryn Focke, Chairwoman

Date

ATTEST:

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____



EMS/AMBULANCE
Discussion

David Adams
EMS/Ambulance
Director
2011 Claflin Rd
Manhattan, KS 66502
Phone: 785-539-3535

COMMISSION AGENDA REPORT

FROM: David Adams, EMS/Ambulance Director

MEETING: June 22, 2023

SUBJECT: Pottawatomie County Resource Request to Use Patient Hauler

PRESENTER: David Adams, EMS/Ambulance Director

Pottawatomie County Emergency Management has submitted a resource request for one of our patient haulers during their July 4th celebration. They have used this equipment in the past and have always taken good care returning on time and clean. They will pick it up on June 30th and return it on July 5th.

POSSIBLE MOTIONS:

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:



PUBLIC WORKS
Bid

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

COMMISSION AGENDA REPORT

FROM: Evan McMillan, Assistant Public Works Director

MEETING: June 22, 2023

SUBJECT: Flat Rock Road Culvert Replacement Project- Bid Recommendation

PRESENTER: Evan McMillan, Assistant Public Works Director

Staff has reviewed the bids for the above referenced project and found them to be in order. It is our recommendation to award the contract to the low bidder, Ebert Construction Co., Inc. of Wamego, KS, in the amount of \$215,012.82.

The contractor has agreed to begin work on or about October 16, 2023 and anticipates 80 working days to complete the project. This is a Sales Tax funded project.

POSSIBLE MOTION(S)

Move to approve the bid from Ebert Construction Co., Inc. of Wamego, KS, in the amount of \$215,012.82.

Move to deny the bid from Ebert Construction Co., Inc. of Wamego, KS, in the amount of \$215,012.82.

Move to table for further discussion.

Enclosures:

- Bid Tab_Flat Rock Rd. Culvert Rep_060523 (PDF)

Riley County Public Works
BID TABULATION SHEET

Flat Rock Road Culvert Replacement Project
No. O.3-1.3
Monday, June 5, 2023

				ENGINEER'S ESTIMATE		Ebert Construction Co., Inc 103 W. Valley St., P O Box 198 Wamego, KS 66547		Reece Construction Co., Inc. 1240 W. North Salina, KS 67401		Klaver Construction Co., Inc. 3219 West May St Wichita, KS 67213	
				SMH Consulting							
#	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$25,000.00	\$ 25,000.00	\$ 5,210.27	\$ 5,210.27	\$ 5,791.31	\$ 5,791.31	\$ 35,020.00	\$ 35,020.00
2	Clearing and Grubbing	1	LS	\$5,000.00	\$ 5,000.00	\$ 6,021.28	\$ 6,021.28	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
3	Removal of Existing Structure	1	LS	\$6,000.00	\$ 6,000.00	\$ 9,071.12	\$ 9,071.12	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
4	Temporary Erosion Control	1	LS	\$3,000.00	\$ 3,000.00	\$ 770.00	\$ 770.00	\$ 5,000.00	\$ 5,000.00	\$ 4,125.00	\$ 4,125.00
5	Common Excavation	605	CY	\$14.00	\$ 8,470.00	\$ 9.65	\$ 5,838.25	\$ 7.00	\$ 4,235.00	\$ 8.00	\$ 4,840.00
6	Compaction of Earthwork (Type B)(MR-90)	167	CY	\$6.00	\$ 1,002.00	\$ 2.85	\$ 475.95	\$ 3.00	\$ 501.00	\$ 2.50	\$ 417.50
7	Water (Grading)(Set Price)	1	Mgal	\$35.00	\$ 35.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
8	Contractor Construction Staking	1	LS	\$7,000.00	\$ 7,000.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00
9	Concrete Gr. 4.0	164.6	CY	\$690.00	\$ 113,574.00	\$ 616.50	\$ 101,475.90	\$ 693.30	\$ 114,117.18	\$ 1,122.00	\$ 184,681.20
10	Reinforcing Steel (Grade 60)	27,520	Lbs	\$1.60	\$ 44,032.00	\$ 1.20	\$ 33,024.00	\$ 0.94	\$ 25,868.80	\$ 1.50	\$ 41,280.00
11	Foundation Stablization	43	CY	\$80.00	\$ 3,440.00	\$ 75.25	\$ 3,235.75	\$ 111.14	\$ 4,779.02	\$ 45.00	\$ 1,935.00
12	Concrete Seal Course	22.3	CY	\$175.00	\$ 3,902.50	\$ 358.45	\$ 7,993.44	\$ 458.61	\$ 10,227.00	\$ 250.00	\$ 5,575.00
13	Granular Backfill (Wing Walls)	178	CY	\$92.00	\$ 16,376.00	\$ 75.00	\$ 13,350.00	\$ 121.85	\$ 21,689.30	\$ 95.00	\$ 16,910.00
14	Riprap (Light Stone) (6")	107	SY	\$21.00	\$ 2,247.00	\$ 30.54	\$ 3,267.78	\$ 53.00	\$ 5,671.00	\$ 60.00	\$ 6,420.00
15	Temporary Seeding	1	LS	\$1,500.00	\$ 1,500.00	\$ 2,789.70	\$ 2,789.70	\$ 2,000.00	\$ 2,000.00	\$ 3,815.00	\$ 3,815.00
16	Seeding	1	LS	\$8,000.00	\$ 8,000.00	\$ 4,702.70	\$ 4,702.70	\$ 6,000.00	\$ 6,000.00	\$ 4,785.00	\$ 4,785.00
17	Traffic Control	1	LS	\$5,000.00	\$ 5,000.00	\$ 10,500.00	\$ 10,500.00	\$ 2,948.00	\$ 2,948.00	\$ 10,500.00	\$ 10,500.00
18	Temporary Crossing	1	LS	\$1,200.00	\$ 1,200.00	\$ 3,456.68	\$ 3,456.68	\$ 1,000.00	\$ 1,000.00	\$ 7,500.00	\$ 7,500.00
					\$ -				\$ -		\$ -
					\$ 254,778.50		\$ 215,012.82		\$ 226,157.61		\$ 364,633.70
Proposed Starting Date:							10/16/2023		09/11/2023		Fall 2023
Proposed Number of Working Days:							80		50		85

Attachment: Bid Tab_Flat Rock Rd. Culvert Rep_060523 (13510 : Flat Rock Road Culvert Replacement



PUBLIC WORKS
Bid

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

COMMISSION AGENDA REPORT

FROM: Evan McMillan, Assistant Public Works Director

MEETING: June 22, 2023

SUBJECT: Union Road Culvert Replacement Project- Bid Recommendation

PRESENTER: Evan McMillan, Assistant Public Works Director

Staff has reviewed the bids for the above referenced project and found them to be in order. It is our recommendation to award the contract to the low bidder, Reece Construction Co., Inc. of Salina, KS, in the amount of \$199,790.16.

The contractor has agreed to begin work on or about August 14, 2023 and anticipates 40 working days to complete the project. This is a Sales Tax funded project.

POSSIBLE MOTION(S)

Move to approve the bid from Reece Construction Co., Inc. of Salina, KS, in the amount of \$199,790.16.

Move to deny the bid from Reece Construction Co., Inc. of Salina, KS, in the amount of \$199,790.16.

Move to table for further discussion.

Enclosures:

- Bid Tab. Union Rd. Culvert Rep (PDF)

Riley County Public Works
BID TABULATION SHEET

Union Road Culvert Replacement
Project No. I.0-9.9
Monday, June 5, 2023

Project No. 1.0-9.9 Monday, June 5, 2023				ENGINEER'S ESTIMATE SMH Consulting		Reece Construction Co., Inc. 1240 W. North Salina, KS 67401		Ebert Construction Co., Inc 103 W. Valley St., P O Box 198 Wamego, KS 66547		Klaver Construction Co., Inc. 3219 West May St Wichita, KS 67213	
#	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$25,000.00	\$ 25,000.00	\$ 6,368.25	\$ 6,368.25	\$ 5,210.27	\$ 5,210.27	\$ 25,838.00	\$ 25,838.00
2	Clearing and Grubbing	1	LS	\$3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,961.43	\$ 3,961.43	\$ 3,000.00	\$ 3,000.00
3	Removal of Existing Structure	1	LS	\$6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,071.25	\$ 9,071.25	\$ 25,000.00	\$ 25,000.00
4	Temporary Erosion Control	1	LS	\$3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 769.03	\$ 769.03	\$ 4,795.00	\$ 4,795.00
5	Common Excavation	222	CY	\$14.00	\$ 3,108.00	\$ 7.00	\$ 1,554.00	\$ 17.53	\$ 3,891.66	\$ 8.00	\$ 1,776.00
6	Common Excavation (Contr. Furnished)	103	CY	\$12.00	\$ 1,236.00	\$ 15.00	\$ 1,545.00	\$ 28.73	\$ 2,959.19	\$ 16.00	\$ 1,648.00
7	Compaction of Earthwork (Type B)(MR-90)	260	CY	\$6.00	\$ 1,560.00	\$ 3.00	\$ 780.00	\$ 2.81	\$ 730.60	\$ 2.50	\$ 650.00
8	Water (Grading)(Set Price)	1	Mgal	\$35.00	\$ 35.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
9	Contractor Construction Staking	1	LS	\$6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
10	Concrete Gr. 4.0	164.6	CY	\$690.00	\$ 113,574.00	\$ 620.84	\$ 102,190.26	\$ 611.15	\$ 100,595.29	\$ 939.00	\$ 154,559.40
11	Reinforcing Steel (Grade 60)	27,520	Lbs	\$1.60	\$ 44,032.00	\$ 0.92	\$ 25,318.40	\$ 1.18	\$ 32,473.60	\$ 1.50	\$ 41,280.00
12	Foundation Stablization	37	CY	\$80.00	\$ 2,960.00	\$ 94.33	\$ 3,490.21	\$ 75.24	\$ 2,783.88	\$ 45.00	\$ 1,665.00
13	Concrete Seal Course	22.3	CY	\$175.00	\$ 3,902.50	\$ 444.33	\$ 9,908.56	\$ 350.25	\$ 7,810.58	\$ 250.00	\$ 5,575.00
14	Riprap (Light Stone) (6")	47	SY	\$21.00	\$ 987.00	\$ 53.00	\$ 2,491.00	\$ 31.95	\$ 1,501.65	\$ 60.00	\$ 2,820.00
15	Granular Backfill (Wing Walls)	178	CY	\$92.00	\$ 16,376.00	\$ 117.16	\$ 20,854.48	\$ 80.64	\$ 14,353.92	\$ 85.00	\$ 15,130.00
16	Temporary Seeding	1	LS	\$1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,789.74	\$ 2,789.74	\$ 4,125.00	\$ 4,125.00
17	Seeding	1	LS	\$8,000.00	\$ 8,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,702.13	\$ 4,702.13	\$ 5,138.00	\$ 5,138.00
18	Traffic Control	1	LS	\$6,000.00	\$ 6,000.00	\$ 3,260.00	\$ 3,260.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00
					\$ -		\$ -				\$ -
					\$ 246,770.50		\$ 199,790.16		\$ 207,634.22		\$ 307,029.40
Proposed Starting Date:							08/14/2023		10/16/2023		Fall 2023
Proposed Number of Working Days:							40		80		75

Attachment: Bid Tab. Union Rd. Culvert Rep (13511 : Union Road Culvert Replacement Project- Bid



COUNTY CLERK & ELECTIONS
Tax Roll Correction

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

COMMISSION AGENDA REPORT

FROM: Lori Muir, Real Estate Specialist

MEETING: June 22, 2023

SUBJECT: Sign a Tax Roll Correction

PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to approve the Tax Roll Correction.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- image29943 (PDF)

TAX ROLL CORRECTION
REAL ESTATE

Printed by LMUIR

2023/06/20 11:21:30

Taxpayer ID ULME0003
Owner ID ULME0003Control # 2023000233Tax Year 2022
Tract # 480243

ULMER, MICHELE

CAMA # 211-02-0-30-08-030-00-0-01CANDLEWOOD #4
LOT 243

3341 EFFINGHAM ST

TU 2 Manhattan CityParcel 91880

MANHATTAN, KS 66503-2153

USD 383Property Address 3341 EFFINGHAM

APPRAISER SECTION (Value)

2023/06/20 LMUIR

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	29870	223130	253000
Total	29870	223130	253000

Total 29870 223130 253000

Assessed Prior to Correction:

RU			
RU	3435	25660	29095
Total	3435	25660	29095
SB41	4600		

Total 3435 25660 29095
SB41 4600

Appraised After Correction:

CL	Land	Imp	Total
RU	29870	83430	113300
Total	29870	83430	113300

Total 29870 83430 113300

Assessed After Correction:

RU			
RU	3435	9594	13029
Total	3435	9594	13029
SB41	4600		

Total 3435 9594 13029
SB41 4600Net Change
139700-

139700-

Net Change
16066-Total 16066-
SB41

CLERK SECTION (Tax)

2023/06/20 LMUIR

ORDER PRINTED

Tax Prior to Correction:

Levy 156.46900 Gen Tax 4552.48

SB41 \$ 92.00

SB41 Tax Dollars 4460.48

Tax After Correction:

Levy 156.46900 Gen Tax 2038.64

SB41 \$ 92.00

SB41 Tax Dollars 1946.64

Net Change

2513.84-

2513.84-

TREASURER SECTION (Summary)

Net Change in Assessed Value

(no SB41 influence) 16066-

Applicable Mill Levy 156.46900

Net Change in Levied Tax Dollars | 2513.84- |

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code TP TAX PROTEST Rate 2.00%

Tax Statement # 29822

Comments PUP adjustment per Appraiser

Net Change in Total Tax Dollars | 2513.84- |

Owner ULME0003
ULMER, MICHELEBy order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission: _____

Attest by County Clerk: _____

Attachment: image29943 (13517 : Tax Roll Corrections)



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: June 22, 2023

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2023-6 P&D BHamill EAF (DOCX)
- 2023-06 Fire MSchmitz EAF (DOCX)
- 2023-06 Fire EPeck EAF (DOCX)
- 2023-06 Appraiser ANyp EAF (DOCX)
- 2023-06 HD G Palmero-Muir (DOCX)
- 2023-06 PW A Mitchell (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Ben Hamill**Status Change Date:** 5/26/2023**Status Change:** New Hire**Date of Hire:** 8/21/2023**Seniority:** 0 Month(s)**Position:** Environmental Health Tech**Position Type:** Full-Time**Pay Range:** 13**Pay Type:** Salary**Base Rate:** \$29.46**Annualized Pay:** \$61,276.80**Funds Codes:** Environ-1**Supervisor:** Amanda Webb**Department Head:** Amanda Webb

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-6 P&D BHamill EAF (13512 : Personnel Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Mason Schmitz**Status Change Date:** 6/9/2023**Status Change:** New Hire**Date of Hire:** 6/22/2023**Seniority:** 0 Month(s)**Position:** Volunteer Fire Fighter Stipend**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stuckey

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-06 Fire MSchmitz EAF (13512 : Personnel Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Ely Peck**Status Change Date:** 6/12/2023**Status Change:** New Hire**Date of Hire:** 6/22/2023**Seniority:** 0 Month(s)**Position:** Volunteer Fire Fighter Stipend**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stuckey

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-06 Fire EPeck EAF (13512 : Personnel Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Ankia Nyp**Status Change Date:** 6/15/2023**Status Change:** New Hire**Date of Hire:** 6/26/2023**Seniority:** 0 Month(s)**Position:** Appraisal Clerical Assistant**Position Type:** Part-Time**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$15.00**Annualized Pay:** \$15,000**Funds Codes:** APPRAIS-1**Supervisor:** Allen Todd**Department Head:** Anna Burson

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-06 Appraiser ANyp EAF (13512 : Personnel Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Gina Palmero-Muir**Status Change Date:** 6/13/2023**Status Change:** Separation**Date of Hire:** 3/14/2022**Seniority:** 0 Month(s)**Position:** Health Equity Nurse**Position Type:** Full-time**Pay Range:** 18**Pay Type:** Salary**Base Rate:** \$2,746.15**Annualized Pay:** \$71,399.90**Funds Codes:** 30-Health Department, 422-HD-Immunization**Supervisor:** Jacob Clarke**Department Head:** Julie Gibbs

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-06 HD G Palmero-Muir (13512 : Personnel Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Antonio Mitchell**Status Change Date:** 6/12/2023**Status Change:** Seperation**Date of Hire:** 4/13/2023**Seniority:** 0 Month(s)**Position:** Traffic Control Technician**Position Type:** Full-time**Pay Range:** 5**Pay Type:** Hourly**Base Rate:** \$19.03**Annualized Pay:** \$39,582.40**Funds Codes:** 1-County General, 40-Public Works**Supervisor:** Alvin Perez**Department Head:** John Ellerman

BoCC Chairman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-06 PW A Mitchell (13512 : Personnel Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
June 26, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Vice Chair](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Press Conference Topics

Review Tentative Agenda

9:00 AM

Robbin Cole, Pawnee Mental Health Services Director

1. Pawnee Mental Health Services update

9:15 AM

John Ellermann, Public Works Director/County Engineer

2. Road vacation

9:30 AM

Press Conference

3. Annual reinspection and Green Card interview forms - Anna Burson (2-3 minutes)

9:40 AM

Evan McMillan, Assistant County Engineer

4. KDHE SRF Loan Application for the University Park Lagoon Project

9:45 AM

Julie Gibbs, Health Department Director

5. New position request

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session

10:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

Attachment: 06-26-23 tentative agenda (12847 : Tentative Agenda)

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

12:00 PM**Intergovernmental Luncheon****Adjournment**

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

Attachment: 06-26-23 tentative agenda (12847 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
June 29, 2023**

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

Cindy Kabriel
785-565-6200

Leonardville Community Building

6:00 PM

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

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

[District 1 – John Ford, Vice Chair](#)

6:00 PM

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

6:30 PM

Lori Rogge, Gene Francis & Associates

2. County department hours of operation

6:50 PM

Brian Peete, RCPD Director

3. RCPD update

7:05 PM

Russel Stukey, Emergency Management Director

4. Firefighter & Storm Spotter Recruitment

7:20 PM

Larry Wendland, Leonardville City Mayor

5. Leonardville City update

7:30 PM

Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session

Adjournment

Attachment: 06-29-23 tentative agenda (12847 : 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: 06-29-23 tentative agenda (12847 : Tentative Agenda)



COUNTY CLERK & ELECTIONS
Budget

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

COMMISSION AGENDA REPORT

FROM: Rich Vargo, County Clerk

MEETING: June 22, 2023

SUBJECT: 2022 General Fund Cash Balance

PRESENTER: Rich Vargo, County Clerk

BACKGROUND

Traditionally on an annual basis, after the auditor has reported the ending cash balance for the County General Fund we would report to the Board the ESTIMATED beginning cash balance. This balance is used to develop the budget and report the ACTUAL cash balance after the auditor's review. Due to the uncertainty caused by the pandemic we reported the numbers to the Board in the audit but did not recommend transfer. Typically, we like to start each annual budget with \$6M-\$7M for beginning operating expenses of the new year, \$580,000 in non-appropriated funding by state statute and the \$3,050,000 Budget Stabilization for emergencies.

If there was more cash at the end of the year than anticipated we would recommend the Board increase Budget Stabilization and/or transfer the balance to the Capital Improvements Fund for equipment, infrastructure and building needs.

DISCUSSION

In developing the 2023 County General Fund budget for 2023 we estimated the ending cash balance for 2022 would be \$6,021,062. Per the auditors the actual ending 2022 cash balance is \$12,416,745. Of this amount \$1,894,349.79 is attributed to the initial CARES funds which were allocated through personnel cost as allowed. The remaining cash balance is attributed to expenses coming in lower than budgeted and revenues coming in higher than budgeted for 2021 & 2022.

The County Fiscal Policy recommends increasing the Budget Stabilization Line in County General \$250,000 annually. The Budget Stabilization line has not been increased since 2021.

FISCAL IMPACT

The fiscal impact would give the Board an estimated beginning cash balance for the 2024 Budget of \$6,772,395.21 if all the recommend transfers are made.

RECOMMENDATION(S)

My recommendations are as follows:

The Board authorize the transfer of the \$1,894,349.79 to the CIP fund to assist with the cost of the North County EMS/Ambulance Facility, the New EMS/Ambulance Facility and the renovation of the Old EMS/Ambulance Facility for Riley County Fire District #1/Emergency Management.

The Board authorize the transfer of \$750,000 to the County General Fund-Budget Stabilization Line item for 2023. This will also decrease the need for a larger transfer in the 2024 budget process.

The Board authorize the transfer of \$3,000,000 to the Capital Improvement Fund for future equipment, infrastructure and building needs. This will also decrease the need for a larger transfer in the 2024 budget process.

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:



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Contract

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

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: June 22, 2023

SUBJECT: Review and Approve for Publication RFP and Contract for Indigent Legal Services

PRESENTER: Clancy Holeman

BACKGROUND

Presented for your review and approval are a Request for Proposal and an associated contract (“Agreement”) for indigent legal services.

Riley County is legally required to pay compensation to attorneys appointed by the Riley County District Court to represent indigent defendants in certain misdemeanor criminal, traffic, involuntary civil commitment and child in need of care cases. (See “Agreement” attached, paragraphs 1.A.-F.) The current Court-ordered hourly rate of payment to lawyers when they are appointed by the District Court in such cases is \$120/hour. At the end of each case, it is intended the Court-appointed lawyer submit a voucher reflecting the Court-set hourly rate of \$120/hour for the total hours that lawyer spent providing legal representation to their client-the indigent defendant. Once those vouchers are approved by the Court, they are submitted to Riley County and paid. I describe this as the “traditional” method Counties across the state have used to pay lawyers appointed to represent indigent defendants in District Court.

Riley County’s mandatory annual expense for this “traditional” method of providing legal service cannot be predicted and budgeted with any real certainty. That’s because it cannot be known in advance how many hours will be expended by all Court-appointed lawyers during the year on all cases assigned to them. So Riley County developed a different method intended to provide better budgeting certainty for the County, while serving the District Courts and those local bar members willing to provide contracted legal services.

For many years past, up until calendar year 2022, Riley County had introduced some greater level of annual budgeting certainty for these legal services by entering into individual contracts with up to 6 attorneys. When that system worked, it benefited Riley County by allowing it a known annual amount it would pay under those 6 contracts. That was possible because a fixed and agreed monthly amount was paid to each contracting attorney. It benefited those 6 lawyers because their contracted monthly amount was a sum certain each month, no matter how many (or few) hours a contracting attorney worked on the cases assigned to them by the District Court. Often, those contracting lawyers reported hours worked of 20 hours or less. But sometimes the difficulty of an assigned case would require 40 hours or more in a week. That was a risk those contracting lawyers were willing to take, in return for the sum certain paid each month, and the opportunity to continue with their private practice representing paying clients simultaneously. This method of service benefitted the District Court, because there was a group of up to 6 lawyers under contract who the Court knew had contractually promised to be available, when needed, to accept Court appointments for indigent clients.

In late December, 2021, Riley County had offered contracts to 4 lawyers who signed their contracts and returned them for approval by the BOCC. But when it became apparent calendar year 2022 would begin with only 4 lawyers under contract, instead of the usual 6, a proposal was offered on behalf of those 4 to increase their monthly compensation until an additional 2 lawyers were put under contract. The theory offered to justify this was that those 4 under contract, if serving alone, would be “required” to do the work of 6 lawyers. It was also suggested at one point during this discussion that Riley County was purposely trying to contract with only 4 lawyers to do the work of 6 and thereby reduce County expense. On my recommendation, the BOCC refused to accept that proposal to increase compensation to those who had already signed their 2022 contracts. (The BOCC had not yet signed those contracts. But it was scheduled to do so.)

My recommendation to reject this proposal was straightforward. There was never an attempt by Riley County to reduce the expense of this service by shifting Court-appointment work to 4 rather than 6 lawyers. Riley County has absolutely no means of determining the number of cases the District Court assigns to any appointed lawyer. Only the District Court can appoint lawyers to represent indigent defendants. So, it’s within the District Court’s *sole discretion* to decide how many cases are appointed to any single lawyer. That’s true whether this service is provided under the “traditional” or “contract” methods. And any lawyer who is assigned more appointed cases than they can handle has an ethical obligation to speak up and tell the Court. No lawyer can lawfully be forced to accept more Court appointed cases than they have the time and resources to handle. Further, Riley County’s “contract” system of providing this service has never been a guarantee we would always have 6 lawyers under contract. In the past, when vacancies have occurred among those 6 available contract positions, Riley County has advised the local bar. We were then able to quickly add lawyers in those “vacant” contract positions. But in late 2021 we were having difficulty finding lawyers in private practice willing to sign contracts to provide the same services our initial 4 contracted lawyers had accepted. Those four lawyers advised they would not perform under their signed contracts. At the lawyers’ request, I withdrew their signed contracts from the BOCC’s consideration.

Without those 6 contracts in place, the “traditional” system returned for all of 2022 and all the way to the present date in 2023. The District Court has lost the benefit of access to the talents of up to 6 lawyers who have voluntarily promised to provide this service. Up to 6 lawyers have lost

the benefit of a known amount of monthly compensation which remains the same whether the hours they work are part-time or full-time in that month of the contract.

DISCUSSION

During this meeting, I will walk the BOCC through the most important aspects of the RFP and contract. The primary difference between past contracts and the prior most recent RFP (vintage 2006) is the teamwork it requires of the lawyers signing the contract.

Riley County has never micromanaged the work of those attorneys signing these contracts. Riley County will not do so under the current draft. However, the reported hours over past years show some dramatic differences in the hours regularly reported by some of the lawyers. This may be due solely to the fact that some Court-assigned cases require more time and effort than others. But I believe we need to be certain the assigned cases worked by those under contract are somehow fairly divided by those under contract among those contracted lawyers. After all, those under contract are in the best position to know what a “fair” division of the work is. We want to avoid “burn out” by lawyers who willingly take on this contractual task. No contracting attorney should believe they are doing more than their fair share of the workload of cases assigned by the District Court.

This version of the RFP and contract have new terms which should help make the fair division of work by contracting attorneys a reality. Those terms aren’t perfect. But they should encourage a fair division by those under contract.

FISCAL IMPACT

The monthly annual compensation proposed in the contract reflects a 26% increase over what was refused in December 2021. The annual compensation, for a proposed term ending December 31, **2024**, is \$71,400 for each attorney, plus described office and appellate expenses detailed in the contract.

RECOMMENDATION(S)

- . Approve the measure.
- . Deny the measure.
- . Modify or develop alternatives if other concerns or factors arise.
- . Schedule work session to discuss issue further.

POSSIBLE MOTION(S)

- A. “I move the Board to approve the form of the RFP and contract as presented.”
- B. “I move the Board approve the form of the RFP and contract as presented, with the following changes... .”
- C. “I move the Board not approve the form of the RFP and contract as presented.”

Enclosures:

- RFP Indigent Legal Services (PDF)
- Indigent Legal Services Contract 2023 Proposal (PDF)

REQUEST FOR PROPOSALS No. 2023-_____

The Board of Commissioners of Riley County (hereinafter “Board”) requests proposals from individual attorneys licensed to practice in Kansas. This proposal is for contracts providing indigent defense services in Riley County. Such contracted legal services are only for those District Court Cases in which the Court is required to appoint an attorney. Such contracts shall have identical terms for each contracting attorney, including but not limited to the amount of compensation and any expense reimbursements described therein. A copy of the contract offered to any successful Proposer may be found on the Riley County website at: www.rileycountyks.org

The work performed by attorneys previously performing the legal services described herein under contract with the Board has historically generated an average of approximately 20 hours of reported work by every contracting attorney each week during a calendar year. But the total hours of work for each contracting individual attorney have varied, depending upon the number and difficulty of cases assigned by the District Court. Despite this variation in hours worked under these contracts, every contracting attorney will receive the same monthly compensation during the term of their own individual contract. That monthly compensation shall be paid to each contracting attorney whether the hours they work and report for each week have totaled more or less than 20 hours. These contracts are not intended by the Board to provide any guarantee of hours worked either more or less than 20 hours each week. These contracts are not intended by the Board to allow contracting attorneys to “specialize” in working only on certain categories of cases assigned by the District Court. These contracts are not intended by the Board to provide an amount of compensation sufficient to be the sole source of income received by any practicing attorney. Instead, these contracts are intended by the Board to provide an amount of compensation sufficient to supplement the income from other sources received by those contracting attorneys. These contracts are intended by the Board to assist the District Court with its constitutional obligation to assign counsel in those cases identified within this Request for Proposal and the contracts generated hereunder.

Proposals shall be submitted in an envelope clearly marked “Response to Request for Proposals No. 2023-____” to the Board of Commissioners of Riley County, Kansas, c/o the Riley County Clerk, 110 Courthouse Plaza, Manhattan, Kansas, and received no later than 5:00 p.m. on July 19, 2023. Proposers are encouraged to submit Proposals well in advance of July 19, 2023. That is because Proposals may be publicly opened by the Board of Riley County Commissioners as such Proposals are received. Received Proposals may be publicly opened during the next available public meeting convenient to the Board. The Board may refer such publicly opened proposal to the Riley County Counselor for review and subsequent recommendation to the Board. The Board may require any Proposer to make a public presentation to the Board at a public meeting after the date their proposal is opened. The Board may also immediately select any submitted proposal upon its public opening.

The start date of each individual attorney selected by the Board will be governed by terms of that attorney’s contract generated hereunder. Every attorney selected must be prepared to begin receiving District Court assignments of cases, and performing contract work upon those assigned case, immediately upon the complete execution of that attorney’s contract with the Board. No attorney will be selected conditioned upon one or more other attorney(s) is/are also selected.

Every attorney who signs the contract generated hereunder shall accept cases assigned by the District Court for any and all of the categories of cases identified in this Proposal and in the contracts

Exhibit A

generated hereunder, subject only to such attorney's right or responsibility to refuse an assigned case as required or allowed by the Kansas Rules of Professional Conduct. For example, any attorney contracting with the Board shall reject assignment of any case in the event of an actual conflict of interest under the Kansas Rules of Professional Conduct. Any attorney shall immediately notify the District Court Judge assigned the case if the attorney cannot accept an assigned case for any reason. That attorney shall then assist and cooperate with the District Court Judge assigned the case in re-assigning such case first, if possible, to another attorney providing legal services under a contract generated hereunder. If no attorney providing legal services under a contract generated hereunder is able to accept such re-assignment, the attorney refusing an assigned case shall continue to cooperate with the District Court Judge assigned the case in re-assigning such case to a substitute attorney not currently under a contract generated hereunder.

This Proposal terminates as soon as up to 6 individual attorneys acceptable to the Board enter into contracts generated hereunder, or at 5:00 p.m. July 19, 2023, whichever occurs first. No more than 6 individual attorneys acceptable to the Board will be selected to sign contracts generated hereunder. A total number of fewer than 6 individual attorneys acceptable to the Board may be selected for contracts generated hereunder, in the Board's sole discretion.

No "panel" of attorneys is intended by the Board to be created by this Proposal or the contracts generated hereunder. Instead, all attorneys who contract individually with the Board shall cooperate with one another professionally to provide the legal services identified in the contract. All such attorneys shall cooperate with one another to substitute for the other contracting attorneys in court appearances when necessary. All contracting attorneys shall accept those cases which are re-assigned by the District Court due to a conflict and when cases are re-assigned by the District Court for any other reason, such as to promote the fair and even distribution of contract work. All such attorneys shall cooperate with the other attorneys contracting for these legal services, the District Court, and the District Court Administrator at all times to ensure the workload of all contracting attorneys is as evenly distributed as possible based, in part, upon the hours of work reported by each attorney to the District Court Administrator. Regular meetings among all contracting attorneys are encouraged, to promote a fair and even distribution of all contract work. The hours of work reported to the District Court Administrator, as required by the contracts generated hereunder, shall be one measure of the fair and even distribution of contract work.

Every contracting attorney is encouraged to notify the District Court, the District Court Administrator and County Counselor, in writing, if they believe the contract work is not being fairly distributed among contracting attorneys. That written notice must include a statement by the contracting attorney they have first attempted to address the issue with the other contracting attorneys. Upon receipt of such a written notice, the District Court, District Court Administrator and County Counselor shall work cooperatively to address the issue(s) raised in the notice. That may include a meeting of some or all of the contracting attorneys, in the sole discretion of the District Court, District Court Administrator and County Counselor. If the issue(s) raised cannot be successfully addressed by the District Court, District Court Administrator and County Counselor, for example, by re-assignment of cases, the Board reserves the sole right at all times to terminate any one or more, or all of such contracts.

The proposals shall be submitted under the following terms and conditions:

1. No more than six individual attorneys shall be selected. Proposals shall contain the total years of practice of each attorney. And the total years of practice of each attorney in the areas set forth in the contract will be required. Each attorney Proposing must have practiced law in Kansas for no less than two years. Each attorney Proposing must state in their proposal they have read the contract

offered herein and are willing to perform as required therein and have no objection to any of the contract's terms.

2. It is preferred (but not required) that no more than one attorney from the same firm be included in any proposal. It is preferred (but not required) that no more than one attorney from the same firm be selected by the Board to provide the services hereunder. All attorneys entering into contracts with the Board shall be individually responsible for coordination with the District Court of their court appearances for services provided hereunder. Each individual attorney providing contract services hereunder who is unavailable for a court appearance for any reason shall be individually responsible for contacting and providing qualified substitute attorneys. Those individual attorneys searching for a substitute attorney shall first contact all other attorneys currently serving in similar contracts with the Board. If none of those other attorneys currently serving in similar contracts with the Board are available to substitute, then the attorney shall contact other qualified substitute attorneys.

3. No more than 6 individual attorneys shall be selected from the proposals by the Board to perform all described services. Less than 6 total individual attorneys may be selected by the Board to perform all described services, in the Board's sole discretion.

4. In the event multiple proposals are submitted, the Board may consider the experience of individual proposers in arriving at the Board's decision.

5. The Board may reject any or all proposals and may waive any irregularities in the proposal process.

6. Each individual attorney submitting a Proposal hereunder shall be required to enter into a written contract incorporating the terms set forth in this request for proposal and setting out additional terms.

7. The District Court on a rotation basis will assign contracting attorneys to cases. Any attorneys selected to contract hereunder shall make such arrangements necessary to assure they or a qualified substitute they have found are available for court throughout the week during all regular business hours of the court. Contracting attorneys shall be required to be available to the Court and their clients by telephone, email, and text during regular business hours.

8. The term of each contract shall be from the date of its execution by the Board and the contracting attorney, to December 31, 2023.

9. Each contracting attorney shall coordinate and cooperate with the District Court on all scheduling issues which arise for any attorney who has entered into contract hereunder. But it shall remain at all times the primary responsibility of each individual attorney providing services hereunder to resolve their own scheduling issues in a manner in conformity with the contracts executed. It is never the primary responsibility of the District Court, District Court Administrator or District Court Clerk to resolve such scheduling issues. Any contracting attorney who does not perform as required in this paragraph is subject to immediate termination of their contract by the Board.

10. In addition to their monthly compensation, each contracting attorney will also be reimbursed for long distance telephone calls, out-of-county mileage and out-of-county meals (limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines), copying expenses, postage, internet searches in "child in need of care" cases to locate

parties; along with discovery expenses related to copying discs supplied by the Riley County Attorney's Office; to the extent all such foregoing listed expenses are documented by the attorney and thereby shown to be directly related to services provided hereunder. All monthly payments, including all authorized reimbursable expenses described in this Request for Proposals, shall be documented by vouchers submitted to and approved by the District Court Administrator of the 21" Judicial District. The District Court Administrator shall forward copies of all such submitted vouchers, upon their receipt, to the Clerk of Riley County.

11. Expert witnesses and forensic experts may be employed with the approval of the District Court. That approval shall include the individual to be employed, the purpose for which the individual is to be employed, and the maximum compensation for the services to be provided.

12. Each contracting attorney will be reimbursed for up to \$150.00 actual expenses for obtaining legal education hours required by Kansas Administrative Order No. 100, which requires six hours of CLE specifically for "Child in Need of Care" representation and/or service as a Guardian ad Litem (Such mileage and CLE reimbursement related to Kansas Administrative Order 100 shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County .

13. Contracting attorneys will be reimbursed up to \$210 annually or ½ of the total cost (whichever is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of any attorney's services under such contract, that software which was purchased will be provided to any remaining attorney under contract for these services, or to the District Court Administrator for the use of any new attorney thereafter contracting with the County for these services. The exiting attorney will be paid for any unreimbursed portion of the software cost previously paid by that attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

14. Further, the aggregate sum of \$10,000 will be made available for additional expenses incurred by all contracting attorneys as a result of appeals to the Appellate Court system. Within the limits of that sum, such attorneys will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount be paid by the County per appellate case shall be \$3,500. Necessary expenses such as mileage and copying shall also be paid.

15. Any contracting attorney who fails or refuses to carry out any terms of this Request for Proposal, or any term of their executed contracts generated hereunder, is subject to immediate termination of their contract by the Board of County Commissioners, as provided in that contract.

16. If any contracting attorney resigns, is terminated, or is otherwise unwilling or unable to complete their obligations under the contracts, they may be immediately replaced by an attorney who, in the opinion of the Board, meets the qualifications required under this proposal. In the event of such a substitution, the replacement attorney must be approved by the Board of County Commissioners. It is solely the option of the Board of County Commissioners whether such substitution is made with or without a vacancy notice, re-application process or other requirements. The Board may consult with the District Court and District Court Administrator regarding selection of a substitute attorney. Those other attorneys remaining under contract at the time such replacement is being considered may submit

to the Board their individual recommendations for a replacement by writing to the Riley County Counselor. It is solely the option of the Board to select any replacement attorneys and the recommendations described are not binding on the Board.

17. At the conclusion of the contract period, unless their contract is renewed, the contracting attorney shall move to withdraw from any and all assigned cases pending by written motion and subsequent order, unless they have been retained by the party represented. The Court retains sole discretion to grant or deny any portion of such a motion to withdraw. Services provided by any replacement attorney shall include assumption of responsibility for any cases pending on the effective date of the replacement attorney's contract which the District Court must now re-assign to contracting attorneys as a result of the described motion to withdraw.

18. Each contracting attorney shall consult with their client prior to trial or disposition of any matter and shall maintain accurate, written records of time spent in court and for out-of-court activities in preparation and in conducting trial work of any assigned cases. Each contracting attorney shall also keep written records concerning the number of newly assigned cases he or she has received from the District Court for each month. These records shall be submitted to the District Court Administrator every month, at the same time that vouchers for payment are submitted and shall be submitted on a form approved by and acceptable to the District Court Administrator and the Board. No payment shall be made until these records are submitted in a form satisfactory to the District Court Administrator.

19. Each contracting attorney shall serve during the term of their contract as an independent contractor. No contracting attorney is an employee of Riley and shall not be entitled to any benefits provided to Riley County employees.

20. Riley County will conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, the ability of the proposer to perform, past performance, proposer's understanding of the work to be performed, and the needs of the County.

21. It is the intention of the County to review the Request for Proposal responses and select for further review those top proposals which appear most beneficial to the County. References and other present and past clients of the proposer may be contacted. Proposers may be invited to participate in a public meeting (or meetings) before the Board at which Proposers will be given an opportunity to present the merits of their proposal to the Board, followed by a question-and-answer session with the Board.

22. Those submitting a proposal do so entirely at their own risk and expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by the County, or for participating in any selection interview (or interviews).

23. The County reserves the sole right to select those proposals and subsequently recommend for award those proposals which best meet the County's requirements, needs, budget constraints, quality levels and expectations.

24. Riley County reserves the sole right to accept or reject any proposal which best serves its interest, or to hold the proposals for 60 days from opening before rendering a decision.

Questions concerning this Request for Proposal should be directed to Clancy Holeman, Riley County Counselor, (785)565-6844. Questions concerning the mechanics of Court appointments to contracting attorneys should be directed to Chief Judge Grant Bannister, (785) 537-6373.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

Kathryn Focke, Chairwoman

John Ford, Vice Chairman

ATTEST:

Greg McKinley, Member

Rich Vargo, Riley County Clerk

(Seal)

Attachment: RFP Indigent Legal Services (13519 : RFP for Indigent Contract)

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter “Riley County”) and, an attorney (hereinafter “Attorney”) licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the ____ day of _____ 2023.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter “Court Administrator”) is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

1. **SCOPE OF AGREEMENT.** Request for Proposals No. 2023-__ is attached hereto as “Exhibit A” and is incorporated herein by reference, and all its terms form a part of this Agreement as though fully set out within this Agreement. Attorney shall not provide representation under this Agreement for Off Grid or Level I juvenile felony offenses. Attorney shall provide legal services in Riley County in cases filed in Riley County in the following categories:
 - A. Representation of individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an Attorney.
 - B. Representation of individuals involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an Attorney or Guardian ad Litem.
 - C. Representation of individuals involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an Attorney.
 - D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an Attorney.
 - E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.

F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.

G. Attorney shall be competent to act as counsel in all of the above-described categories.

2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.

3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for the term described in this paragraph, at the compensation level set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence on _____, 2023, and shall terminate on December 31, 2024, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.

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

3.3 **Payment Calculation Upon Termination.** In the event of termination under the Agreement by either party, any amount owed Attorney will be calculated based solely upon payment for fair value of acceptable services provided by Attorney pursuant to all Agreement terms, to the point of termination, which fair value is not the subject of a good faith dispute. The fair value of such acceptable services shall be determined in the sole discretion of Riley County.

4. **COMPENSATION OF ATTORNEY.**

A. **Attorneys.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$5,950 per month. If services are performed for a period of less than one month, the payment shall be prorated. Attorney will also be reimbursed internet searches in “child in need of care” cases to locate parties; for long distance telephone; out-of-county mileage and out-of-county meals (limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines), copying expenses, and postage, along with discovery expenses related to copying discs supplied by the Riley County Attorney’s Office, to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.) All monthly

- B. requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The voucher must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.
- C. **Continuing Legal Education Reimbursement.** In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for “Child in Need of Care” representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- D. **Expert Witnesses and Forensic Experts.** Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
- E. **Appeals.** The aggregate sum of \$10,000.00 will be budgeted by Riley County for additional expenses incurred by Attorney as a result of appeals to the Kansas appellate court system. Within the limits of that sum, Attorney will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount that will be paid by the County per case for legal services shall be \$3,500.00. That maximum aggregate amount per case may only be exceeded if additional costs are approved by the district court prior to submission to the county. Necessary expenses such as mileage and copying shall also be paid in addition to monthly compensation. Vouchers for payment of appellate work and expenses in connection therewith shall be submitted to and approved by the District Court Administrator for the 21st Judicial District and submitted in turn to the Clerk of Riley County.
- Child Support Calculation Software.** Attorney will be reimbursed up to \$210 annually or ½ of the total cost (whichever amount is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned pursuant to this Agreement. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of Attorney’s services under this Agreement, the software purchased will be provided to any remaining Attorney or the Court Administrator for distribution to the replacement panel member. When the software is provided to the remaining Attorney or the Court Administrator, exiting Attorney will be paid for any unreimbursed portion of the software cost previously paid by the exiting Attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost Attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

5. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be construed to suggest that Attorney, by entering into the Agreement, has entered into a partnership, joint venture or other

relationship with any other Attorney who has contracted with Riley County to perform like services. It is agreed that the legal relationship between Attorney and Riley County is of a contractual nature. Both parties assert and believe that Attorney is acting as an independent contractor in providing the services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage provided Riley County, nor shall Attorney, and employees of Attorney, be entitled to any current or future benefits provided to employees of Riley County. Further, Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Riley County to Attorney. Attorney shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Attorney's sole expense, except as explicitly described otherwise herein.

6. **TIME RECORDS.** Attorney shall maintain their written records of time spent in court and for out of court activities in preparation for and in conducting trial work for any assigned cases. Records submitted by the Attorney must itemize separately their administrative time on panel business. These records shall be submitted in a format approved by and acceptable to the Court Administrator and shall be submitted to the Court Administrator once every month at the same time that Attorney's vouchers for payment are submitted.
7. **STANDARDS.** Attorney must be licensed to practice law in the State of Kansas and must be currently practicing in Riley County. Attorney shall provide services to all clients in a professional, skilled manner consistent with the minimum standards set forth by the Bar of the State of Kansas, the Model Rules of Professional Conduct, and case law and applicable court rules defining the duties of counsel and the rights of clients in assigned cases. Attorney shall consult with clients prior to trial or disposition of any matter and shall be sufficiently available to clients to provide for effective representation. Services provided shall include assumption of responsibility for any cases pending on the effective date of the agreement and which are assigned to Attorney by order of the court. At the conclusion of the agreement, unless the agreement is renewed, Attorney will withdraw from any and

all pending cases by written motion and order unless retained by the party represented or the court orders that representation by the individual Attorney continue. In the event the Court orders representation continue after an attorney has withdrawn, the attorney shall be paid at the rate of \$80 per hour for all services related to the case and expenses. Unless this Agreement has been terminated, Attorney, once appointed, shall remain attorney of record until their withdrawal has been approved pursuant to an order issued by the District Court Division where such case is assigned.

8. **RETENTION OF FILES.** Attorney shall provide for retention of client files in a manner that affords protection of the clients' confidentiality interest for a period of not less than five years after the conclusion of the case.

9. **REPLACEMENT OF ATTORNEY/TERMINATION/RESIGNATION.** In the event Attorney is unable or unwilling to complete Attorney's obligations under this agreement, Attorney may be replaced immediately by Riley County by an Attorney acceptable to Riley County. No competitive proposal for any such replacement Attorney is necessary. Any Attorney so replaced, or any Attorney who resigns from their responsibilities hereunder is not entitled to the payments described hereunder following the date of termination, unless such payments relate to work performed in conformity to all terms of the Agreement prior to termination, or prior to the effective date of Attorney's resignation. Resigning Attorney shall submit to the Court Administrator a written resignation with an effective date no less than thirty (30) calendar days from such notice. Termination shall be effective on the date identified by Riley County in any notice of termination, whether such notice is verbal or written. Attorneys remaining on the panel at the time such replacement is being considered may submit their individual or group recommendations for a replacement to Riley County in writing to the Riley County Counselor. Riley County may consult with the Court Administrator or the remaining attorneys regarding selection of a replacement attorney. It is solely the option of Riley County to select replacement attorneys, and the recommendations described are not binding on Riley County.

10. **ASSIGNMENT OF ATTORNEY.** Cases shall be assigned to Attorney on a rotational basis by the Clerk of the District Court, or by court order. The Clerk of the District Court, to equalize the caseloads, or in the event of conflict, may deviate from the rotational basis for assignment, in the Clerk's sole discretion. Additionally, Attorney may, at any time, on an emergency basis, be assigned cases under this Agreement in a manner which deviates from the rotational basis for assignment. The assigned Attorney shall have the total responsibility for the case and shall appear on behalf of the client in all court matters, with the following limited exception: In the event of a scheduling conflict for Attorney, if minor court matters are involved, such as status checks or trial settings, Attorney may, with prior approval of the assigned District Court Judge, not appear personally. Otherwise, if Attorney will not personally appear, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute Attorney within the panel of attorneys assigned to provide like services hereunder. **IT IS NOT THE PRIMARY RESPONSIBILITY OF THE COURT ADMINISTRATOR OR DISTRICT COURT CLERK TO PROVIDE THAT SUBSTITUTE ATTORNEY.** If Attorney is unable to provide a substitute attorney within the panel assigned to provide like services hereunder, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute attorney not on that panel. Attorney shall notify the District Court Administrator and the assigned District Court Judge of that substitution, within a reasonable period of time.
- (i) Payment for non-panel substitute attorneys providing coverage for a Panel Attorney under this provision shall be solely the responsibility of the County.
 - (ii) A panel member assigned a criminal case shall not schedule a court appearance outside the Twenty-First Judicial District on a Monday without the advance approval of the Riley County District Court Judge hearing that Attorney's panel cases.
 - a. Upon approval of the District Court Judge hearing the attorney's assigned docket to schedule a hearing outside of the Twenty-First District, the Clerk of the District Court will be notified by the Attorney.
 - b. After such notification, the Clerk of the District Court will not place any cases assigned to the Attorney from first appearances on that approved date. If after such approval and notification, a case is set in the Twenty-First Judicial District on a date which the Attorney had obtained approval to schedule an appearance outside of the Twenty-First Judicial District, the assigned panel Attorney shall be responsible for moving the matter, notification and any necessary paperwork. When a Monday docket is moved to a later date due to a Monday holiday, panel members are responsible to appear for their docketed cases on that later date. The Court will excuse from attendance on that later

date any panel member with an emergency due to illness or unavoidable travel delay. Panel members should check the court holiday schedule early in 2022 and plan to be available on the Tuesdays following Monday court holidays.

11. **DUTY TO COOPERATE.** At all times hereunder, Attorney shall reasonably cooperate with the Court, the Clerk of the District Court, and the District Court Administrator on matters of scheduling court appearances, returning phone calls and responding to correspondence, all of which relates to Attorney's availability under the terms of this Agreement. Attorney's failure or refusal to so reasonably cooperate shall be considered sufficient ground for immediate termination of this Agreement, in the sole discretion of Riley County.
12. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All Agreement promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names Riley County as a party, Attorney agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve Riley County's objectives of this provision.
13. **CASH BASIS AND BUDGET LAWS.** The right of Riley County to enter into the Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Agreement shall be construed and interpreted so as to ensure that Riley County shall at all times stay in conformity with such laws, and as a condition of the Agreement Riley County reserves the right to unilaterally terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws. Riley County retains the sole option to review this Agreement at the end of each 1-year term.

14. **ACCEPTANCE OF AGREEMENT.** This Agreement shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of Riley County, Kansas.
15. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Riley County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Riley County does not agree to pay attorney fees or late payment charges.
16. **ASSIGNMENT.** Neither the Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Attorney without the prior written consent of Riley County.
17. **SUBCONTRACTING.** None of the work or services covered by the Agreement shall be subcontracted by Attorney.
18. **RECORDS, REPORTS AND INSPECTION.**
- 18.1 Documentation of Costs. All costs incurred by Attorney for which Attorney purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement shall be clearly identified and readily accessible to both parties to the Agreement.
- 18.2 Maintenance of Records. Except as otherwise authorized by Riley County, Attorney shall retain such documentation for a period of three (3) years after Attorney's receipt of the final payment under the Agreement, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
19. **METHOD OF BILLING AND PAYMENT.**
- 19.1 Billing Procedures. Attorney agrees that billings and payments under the Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Agreement.
- a) Support Documentation. Billing shall be supported with documentation required by Riley County including, but not necessarily limited to, that documentation described in paragraph 18, above.
- b) Reimbursement Restrictions. Payments shall be made to Attorney only for items and services provided to support the Agreement purpose when such items and services are specifically authorized by the Agreement. Riley County reserves the right to disallow reimbursement for any item or service billed by Attorney if Riley County believes that

such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.

- c) Pre-disbursement Requirements. Attorney must provide to Riley County the documentation required pursuant to the Agreement prior to any disbursements being made by Riley County to Attorney.

- d) Mailing Address. Payments shall be mailed to Attorney's address as set forth herein.

20. **LICENSES, PERMITS, INSURANCE**. Attorney shall maintain all licenses, permits, and certifications required by federal, state or local authority for carrying out the Agreement. Attorney shall notify Riley County immediately if any required license, permit, or certification is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Agreement by Riley County, in Riley County's sole discretion.
21. **PUBLIC DOCUMENTS**. It is agreed that the Agreement, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **SURVIVABILITY**. The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

ATTORNEY

By: _____

Signature

_____, Chair

Print Name: _____

(Seal)

ATTEST:

Rich Vargo, Riley County Clerk

APPROVED AS TO FORM:

Clancy Holeman
Riley County Counselor

Attachment: Indigent Legal Services Contract 2023 Proposal (13519 : RFP for Indigent Contract)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Auction

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

COMMISSION AGENDA REPORT

FROM: Jana Chingway, Senior Legal Assistant

MEETING: June 22, 2023

SUBJECT: Tax foreclosure auction - City of Ogden Possible Purchase of River Trail Holdings, LLC lots and court costs.

PRESENTER: Craig Cox, Deputy County Counselor

BACKGROUND

K.S.A. 79-2804: The order of sale shall describe each lot with unpaid taxes, interest and the court-ordered costs. If no court order, then a sum equal to 5% of the amount of taxes and interest can be charged to each lot as court costs.

NOTE: In the 2023 Riley County tax case the court ordered \$165.00 costs per lot. Without court ordered costs, 5% of tax and interest per lot for 93 River Trail lots is \$5,334.81.

K.S.A. 79-2803: The property owner of record may before the day of the auction redeem the property by paying taxes, interest and the court ordered costs. If no court ordered costs, then a sum equal to 5% of the amount of tax and interest.

NOTE: Only the property owner pays court costs when they redeem the property.

DISCUSSION

The attorney for Ogden called and asked if the County would waive the court costs, because they are planning to bid on all 73 lots. (72 of the lots have been divided into 9-lot units.)

NOTE: The purpose of a tax case is not to generate income, though through the sales funds are applied to delinquent taxes. The purpose of a tax case is to get property out of the hands of a person who does not pay tax and into the hands of someone who will pay the tax.

REMEMBER: Of every dollar collected as tax, Riley County gets approximately 25¢ with the remaining 75¢ being distributed to the other political subdivisions (Cities, school districts, etc.)

K.S.A. 79-2804i: Cities may bid on tax auction property if special assessments have been levied by the City and remain unpaid. City may bid on amount not to exceed the amount of taxes plus interest, special assessments plus interest and court costs. If City successful, it shall pay unpaid tax plus interest and court costs but shall not pay special assessments and interest.

RECOMMENDATION(S)

I recommend:

- A. Approve waiving the court costs on the purchase of 73 lots, for a total of \$12,045.00 (73 x \$165.00); or
- B. Base the court costs on the purchase of eight 9-lot units, plus one individual lot (Item #61), for a total of \$1,485.00 (9 x \$165.00).

POSSIBLE MOTION(S)

- A. "I move the Board approve waiving the court costs on all 73 lots in the amount of \$12,045.00."
- B. "I move the Board approve the City of Ogden paying the court costs as eight 9- lot units and one individual lot (Item # 61) in the amount of \$1,485.00."
- C. "The Board denies the request."

Enclosures:



EXTENSION
Budget

Gary Fike
County Extension
Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6350

MEMORANDUM

FROM: Gary Fike
MEETING: June 22, 2023
SUBJECT: 2024 Extension Budget Request
PRESENTER: Gary Fike

County Extension Director Gary Fike will make his formal budget request to the Board of County Commissioners

Enclosures:

- 2024 Budget Proposal (PDF)

BUDGET FOR THE Riley COUNTY EXTENSION COUNCIL

For the period from January 1, 2024 to December 31, 2024 This budget is prepared
in accordance with K.S.A. 2-610 as amended.

EXPENDITURES

Printing, Audit, Treasurer Bond, Liability Insurance.....	\$7,000
Telephone.....	\$5,520
Rent, Heat and Lights.....	\$0
Supplies, Stationery, and Postage.....	\$5,500
Equipment	\$12,000
Educational Program Support.....	\$12,000
Travel.....	\$9,700
Subsistence.....	\$3,500
Salaries and Wages.....	\$605,000
Employee Benefits.....	\$150,000
.....	\$0
.....	\$0
Sub-Total.....	\$810,220
Nonappropriated Funds (Reimbursable Transactions).....	\$150,000
Capital Outlay Reserve	\$0
TOTAL EXPENDITURES.....	\$960,220

Receipts

Unencumbered Cash balance.....	\$35,000
Kansas State University.....	\$74,620
County Appropriation.....	\$700,600
Interest	\$0
Other	\$0
Sub-Total.....	\$810,220
Nonappropriated Funds (Reimbursable Transactions).....	\$150,000
Capital Outlay Reserve	\$0
TOTAL RECEIPTS.....	\$960,220

Proposed _____
Representing County Extension Council

Date _____

**Proposed
and
Approved*** _____
Representing the Director of Extension

Date _____

Approved _____
Representing Board of County Commissioners

Date _____

*The signature of the Director of Extension or the Director's representative constitutes approval
of expenditures in accordance with K.S.A. 2-615 and K.S.A. 2-610 as amended.

KSU 8-1 (2011)

Attachment: 2024 Budget Proposal (13493 : Riley County Research and Extension Budget Proposal)



COUNTY CLERK & ELECTIONS
Staff Update

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

STAFF REPORT

FROM: Vivienne Leyva
MEETING: June 22, 2023
SUBJECT: June 2023 Communications Update
PRESENTER: Vivienne Leyva, Public Information Officer

So far in June, we've sent three news releases and have seen moderate increases across the board for our social media platforms and channels. Things seem to be moving forward at a steady pace. The health department has been busy with event organization and promotion of community services, and I've done my best to support those efforts and facilitate paid marketing campaigns for events and promotions. The support from local media organizations continues to help educate the public, and as always, I'm grateful to our media representatives and staff for making time for communication.

A few of the new or unusual projects on my desk include an attempt to claim ownership of all google business listings associated with Riley County departments and programs. Google has a process for someone to prove they are the legitimate owners of the page, and I'm working through those steps for our profiles. So far, I've claimed six, and am now working on what I hope is the final existing profile. Claiming the listing allows us to indicate when we're closed for holidays, add photos, and respond to reviews.

I'm also working to learn how to film, edit, and produce good-quality videos. We're hoping to share brief interviews with volunteer firefighters to raise awareness and encourage people to join the department, and we've talked about developing training materials as well.

As I've become familiar with the county as an organization, I've been looking for ways to define our character so my communication style accurately represents what we do. On my desk is a post-it note with the words helpful, wholesome, and accurate. My goal is to make sure every communication that leaves my desk includes or agrees with those three concepts. The tone of the

Staff Report (ID # 13518)

Meeting of June 22, 2023

message is wholesome, and the information is both helpful and accurate. This is something I've developed as a guide for my work, and I would appreciate your feedback.

Enclosures:

- June 2023 Commission presentation (PDF)



COMMUNICATIONS UPDATE

June 2023

Vivienne Leyva, Public Information Officer

News Releases

- April - 8
- May – 7
- June - 3



Riley County Social Media

Twitter Followers

RCEMS: 44 (+2)

RCEM: 1,101 (+11)

RC: 435 (+6)

RCHD: 1,238 (+3)

RCFD#1: 651 (+2)

Facebook Followers

RCEMS: 3,698 (+42)

RCEM: 3,749 (+43)

RC: 2,988 (+10)

RCHD: 12,640 (+24)

RCFD#1: 3,431 (+4)

May 2023 Website Information

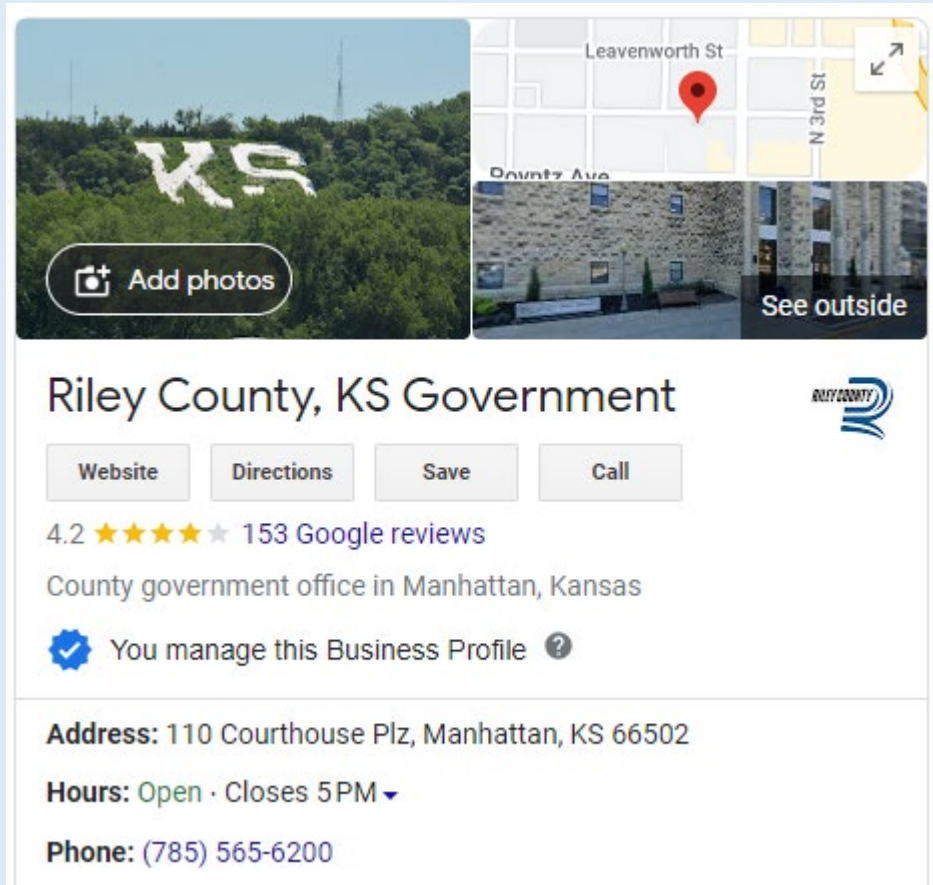
- 23,587 users
- Popular Pages
 1. Driver's License
 2. News Flash
 3. District Court
 4. STI
 5. Treasurer/Motor Vehicle



May Search Terms

1. How do I obtain a marriage license?
2. Marriage License
3. Compost
4. tax auction
5. Driver's Licenses
6. GIS
7. tax sale
8. Driver's license
9. Marriage
10. Marriage license

Google Business Profiles



Leavenworth St
N 3rd St
Dwartz Ave

Riley County, KS Government

Website Directions Save Call

4.2 ★★★★★ 153 Google reviews

County government office in Manhattan, Kansas

 You manage this Business Profile 

Address: 110 Courthouse Plz, Manhattan, KS 66502

Hours: Open · Closes 5 PM ▾

Phone: (785) 565-6200

See outside



Clayton Rd
Irwin Dr
Clayton Rd

Family and Child Resource Center

Website Directions Save Call

5.0 ★★★★★ 2 Google reviews

Public health department in Manhattan, Kansas

 You manage this Business Profile 

Address: 2101 Claflin Rd, Manhattan, KS 66502

Hours: Open · Closes 5 PM ▾

Phone: (785) 776-4779

See outside



Feature Friday videos for RCFD#1

Guiding Principles

- Helpful
- Wholesome
- Accurate



PLANNING & DEVELOPMENT
Public Hearing

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

RESOLUTION

FROM: Bob Isaac, Planner

MEETING: June 22, 2023

SUBJECT: Replat Lots 15, 16, 17 and 18, Block 3, Lakeside Heights, into a single lot.

PRESENTER: Bob Isaac, Planner

BACKGROUND

See staff report.

DISCUSSION

See staff report.

FISCAL IMPACT

None is anticipated

ALTERNATIVES

- . Approve the measure
- . Deny the measure
- . Modify or develop alternatives if other concerns or factors arise
- . Schedule work session to discuss issue further

RECOMMENDATION(S)

On June 12, 2023, the Riley County Planning Board approved the Final Plat of Lakeside Heights Unit 6, making a finding that the proposed request is consistent with the Riley County Land Development Regulations and the Sanitary Code.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Lakeside Heights Unit 6, accepting any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat.

POSSIBLE MOTION(S)**ACTION NEEDED FOR PLAT:**

A. A. Motion to approve Resolution 062223-_____ acknowledging the approved Final Plat of Lakeside Heights Unit 6 and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that all the requirements of the Riley County Land Development Regulations and the Sanitary Code have been met.

Or

B. Motion to sign Resolution 062223-_____ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Lakeside Heights Unit 6, as it was determined that all the requirements of the Riley County Land Development Regulations or the Sanitary Code have not been met.

ATTACHMENT(S):

- Staff report
- Maps
- Excerpt of Planning Board minutes

Enclosures:

- Staff Report BOCC (PDF)
- RCPB Minutes (PDF)
- Resolution (PDF)



PLANNING & DEVELOPMENT

STAFF REPORT

Replat

PETITION: #23-026

APPLICANT: David Adkins
7012 Redbud Dr.
Manhattan, KS 66503

PROPERTY OWNER: Summit Ridge LLC
7012 Redbud Dr.
Manhattan KS 66503

REQUEST: Replat Lots 15, 16, 17 and 18, Block 3, Lakeside Heights, into a single lot.

SIZE OF TRACT: The subject site is approximately .89 acres.

LOCATION: Generally located at the northeast corner of the intersection of Lakeside Drive and Summit Ridge Drive; Section 12, Township 8 South, Range 6 East; Sherman Township.

JURISDICTION: This application is subject to the requirements of the Riley County Land Development Regulations.



BACKGROUND: The subject property was platted as Lots 15, 16, 17 and 18, Block 3, of Lakeside Heights subdivision in June 1962. A building permit was issued March 1964 for the residence currently occupying the site. The applicant was intending to connect to and be a part of the proposed rural water benefit district but the district wasn't successful; thus, in order to area requirements for a water well (Sanitary Code), he has to replat the aforementioned lots together into a single lot.

DESCRIPTION:

Physical site characteristics: Lot 18 is currently developed with a single family home, while Lots 15-17 have never been developed.

General character of the area: The general character of the area mix of developed and undeveloped, suburban-size residential lots.

SUITABILITY OF ZONING:

Zoning History: The property was zoned A-3 (Single Family Residential) during the 1974 Countywide Zoning Conversion Process (Pet. #12), then renamed to SF-3 (Single Family Residential) May of 2012.

Current Zoning: The subject property is currently zoned SF-3 (Single Family Residential). There are no variances, special uses or conditional uses associated with the site.

SURROUNDING ZONING/LAND USE		
	ADJACENT ZONING	LAND USE
NORTH	SF-3 (Single Family Residential)	Vacant
SOUTH	SF-3 (Single Family Residential)	Vacant
EAST	SF-3 (Single Family Residential)	Residential
WEST	SF-3 (Single Family Residential)	Residential

POTENTIAL IMPACT:

Public Facilities and Services

Streets and bridges: The subject property has direct access to Summit Ridge Drive; a two-lane, gravel road maintained by the township. No new entrances are being proposed with this request.

Water and sewer: It is proposed the property will be served by an on-site water well. The subject property is connected to and served by the University Park Sewer District.

Fire: Riley County Fire District #1 will continue to serve the site. The nearest County Fire Station is University Park Fire Station located at 7412 Redbud Drive. The subject site is located within five road miles of a fire station.

Effect on public facilities and services: It is not anticipated that the proposed replat will have a negative impact on public facilities and/or services.

COMMENTS AND CONCERNS:

ENVIRONMENTAL HEALTH: The Riley County Environmental Health Specialist has reviewed the request and reported no concerns.

COUNTY ENGINEER: The County Engineer and Public Works have reviewed the request and reported no concerns.

EMERGENCY MANAGEMENT: Riley County Emergency Management has reviewed the request and reported no concerns.

TOWNSHIP TRUSTEE: The Sherman Township Trustee was sent a Development Review Memo; no response was received.

RILEY COUNTY PLANNING BOARD:

On June 12, 2023, the Riley County Planning Board approved the Final Plat of Lakeside Heights Unit 6, making a finding that the proposed request is consistent with the Riley County Land Development Regulations and the Sanitary Code.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Lakeside Heights Unit 6, accepting any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat.

ACTION NEEDED FOR PLAT:

A. Motion to approve Resolution 062223-_____ acknowledging the approved Final Plat of Lakeside Heights Unit 6 and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that all the requirements of the Riley County Land Development Regulations and the Sanitary Code have been met.

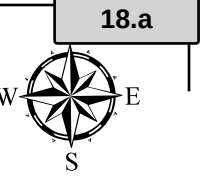
Or

B. Motion to sign Resolution 062223-_____ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Lakeside Heights Unit 6, as it was determined that all the requirements of the Riley County Land Development Regulations or the Sanitary Code have not been met.

ATTACHMENTS:

- Vicinity/site map
- Surrounding zoning map
- Fire Station map
- Final Plat map

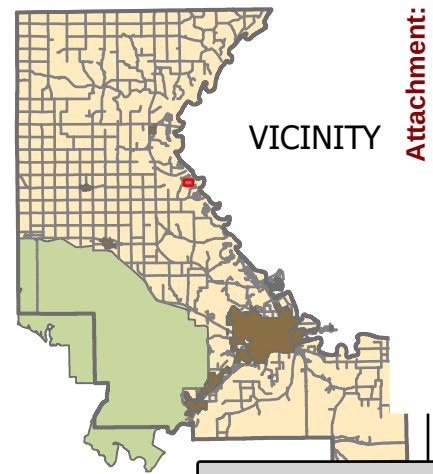
Prepared by: Bob Isaac, Planner
June 14, 2023



VICINITY AND SITE

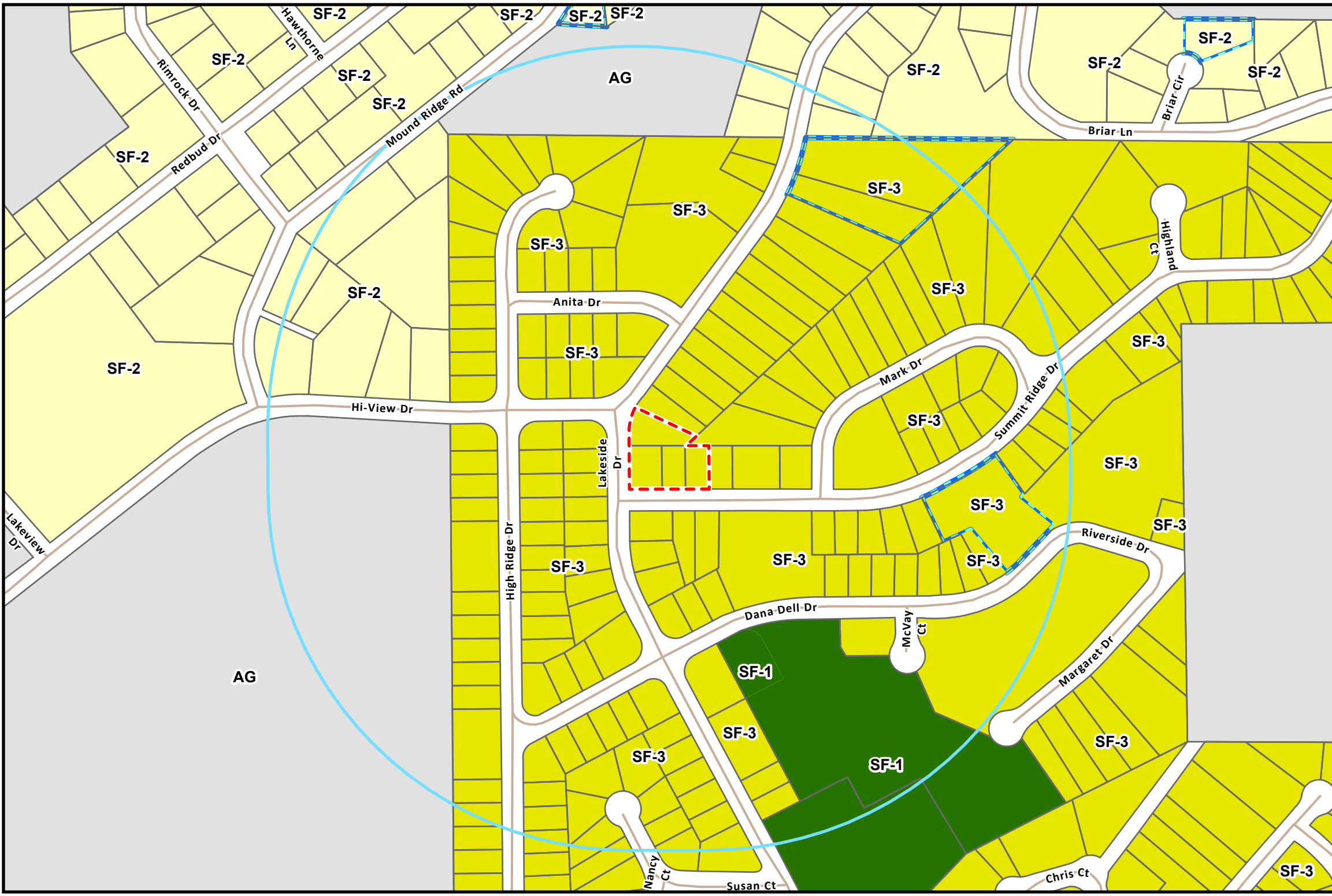
Adkins
#23-026
Replat
Lakeside Heights
Unit 6
12-8-6

 1000' Buffer
 Site



VICINITY

Attachment: Staff Report BOCC (13507 : Lakeside Heights Unit 6)



SURROUNDING ZONING

Adkins
#23-026
Replat
Lakeside Heights
Unit 6
12-8-6

 1000' Buffer
 Site

-  AG Agricultural
-  AG-R AG/Residential
-  C-1 General Business
-  C-2 Highway Business
-  Fort Riley
-  I-1 Light Industrial
-  I-2 Heavy Industrial
-  MF Multi-Family
-  MHP Manufactured Home Park
-  PUD Planned Unit Development
-  SF-1 Single Family
-  SF-2 Single Family
-  SF-3 Single Family
-  TF Two-Family
-  U University
-  Special Zoning



FIRE STATIONS

Adkins

#23-026
Replat

Lakeside Heights
Unit 6

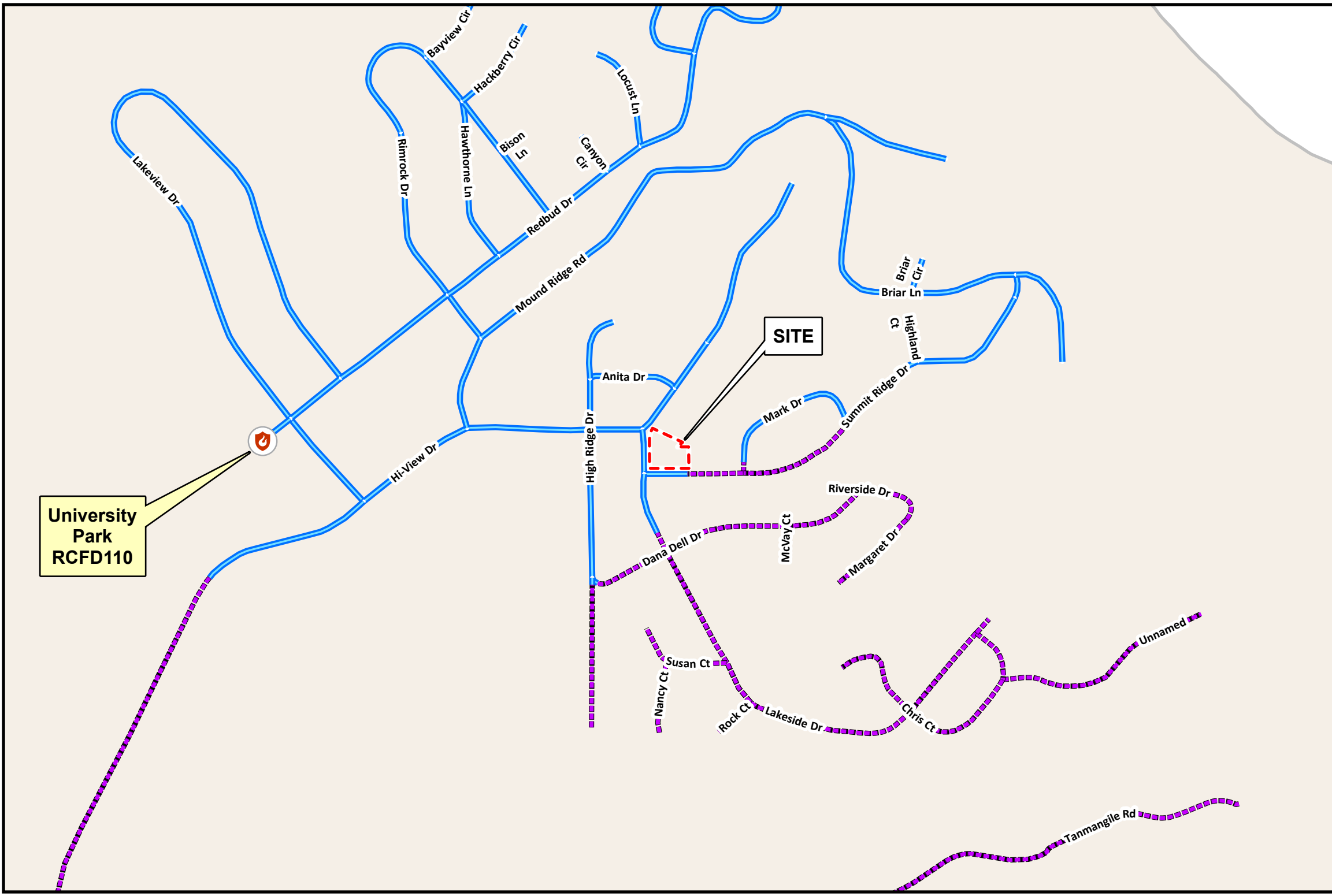
12-8-6

 Fire Stations

ISO Rating

-  5 (within 1000' of a hydrant)
-  6 (within 5 road miles of 6 fire station)
- 10 (outside 5 road miles
-  OR road is not paved/gravel)

Attachment: Staff Report BOCC (13507 : Lakeside Heights Unit 6)

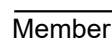


University
Park
RCFD110

SITE

Subject to easements and restrictions of record.

License Number: _____ Date: _____



Tim Sloan, P.S.
Vice-President



EXCERPT OF MINUTES RILEY COUNTY PLANNING BOARD

June 12, 2023

Page 1

Adkins – Replat

Chairman Wienck opened the public hearing at the request of the David Adkins, petitioner, and Summit Ridge LLC, owner, to replat Lots 15, 16, 17 and 18, Block 3, Lakeside Heights, into a single lot in Sherman Township, Section 12, Township 8 South, Range 6 East, in Riley County, Kansas.

Bob Isaac presented the request. He explained the applicant was intending to connect to and be a part of the proposed rural water benefit district, but found the benefit district was cost prohibitive; thus, in order to meet area requirements for a water well (Sanitary Code), he must replat the aforementioned lots together into a single lot.

Staff recommended that the Planning Board approve the Final Plat of Lakeside Heights Unit 6, as it has been determined to meet the minimum requirements of the Riley County Land Development Regulations and the Sanitary Code.

The applicant was not present and there were no proponents or opponents.

Diane Hoobler moved to close the public hearing. Joe Gelroth seconded. Carried 4-0.

Diane Hoobler moved to approve the request replat Lots 15, 16, 17 and 18, Block 3, Lakeside Heights, into a single lot, for reasons stated in the staff report.

Joe Gelroth seconded. Carried 4-0.

Mr. Isaac announced that the Board of County Commissioners would hear the request on June 22, 2023, at 10:20 am, in the County Commission Chambers.

Attachment: RCPB Minutes (13507 : Lakeside Heights Unit 6)

RESOLUTION NO. 062223-**A RESOLUTION APPROVING THE
LAKESIDE HEIGHTS UNIT 6 PLAT AND ACCEPTING THE STREET RIGHTS OF
WAY, EASEMENTS AND LICENSES AS SHOWN TO BE DEDICATED ON SAID
PLAT**

WHEREAS, the Board of Commissioners of Riley County, Kansas, has been presented for approval of the Lakeside Heights Unit 6; and

WHEREAS, the Board finds that all legal requirements have been met for approval of said plat; and

WHEREAS, the Riley County Planning & Development Department has reviewed said plat and found it to be in compliance with the Riley County Sanitary Code; and

WHEREAS, the Riley County Planning Board, after appropriate notice, conducted a public hearing on June 12, 2023; and

WHEREAS, the Riley County Planning Board, after making a determination that said plat meets the minimum requirements of Riley County Land Development Regulations approved said plat; and

WHEREAS, all required signatures have been obtained.

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

That the Lakeside Heights Unit 6 plat is hereby approved, and the Board of Commissioners of Riley County, Kansas hereby accepts all street rights of way, easements and licenses, as dedicated thereon.

ADOPTED this 22nd day of June, 2023

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

Kathryn Focke, Chair

John Ford, Vice Chair

Greg McKinley, Member

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: Resolution (13507 : Lakeside Heights Unit 6)



PLANNING & DEVELOPMENT
Public Hearing

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

RESOLUTION

FROM: Bob Isaac, Planner

MEETING: June 22, 2023

SUBJECT: Replat Lot 1, Walnut Grove, together with a portion of a contiguous unplatted tract and amend the existing Residential Use Designator-Extraneous Farmstead.

PRESENTER: Bob Isaac, Planner

BACKGROUND

See staff report.

DISCUSSION

See staff report.

FISCAL IMPACT

None is anticipated

ALTERNATIVES

- . Approve the measure
- . Deny the measure
- . Modify or develop alternatives if other concerns or factors arise
- . Schedule work session to discuss issue further

RECOMMENDATION(S)

On June 08, 2023, the Manhattan Urban Area Planning Board approved the Final Plat of Walnut Grove Unit 2, making a finding that the proposed request is consistent with the Riley County

Land Development Regulations, Articles 26-5, 26-8 and 26-9 of the Manhattan Development Code and the Riley County Sanitary Code. The Manhattan Urban Area Planning Board also approved the request to expand the existing Residential Use Designator-Extraneous Farmstead to correspond with the new lot.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Walnut Grove Unit 2, accepting any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat.

POSSIBLE MOTION(S)**ACTION NEEDED FOR PLAT:**

A. Motion to approve Resolution 062223-_____ acknowledging the approved Final Plat of Walnut Grove Unit 2 and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that all the requirements of the Riley County Land Development Regulations, Articles 26-5, 26-8 and 26-9 of the Manhattan Development Code and the Riley County Sanitary Code have been met.

Or

B. Motion to sign Resolution 062223-_____ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Walnut Grove Unit 2, as it was determined that all the requirements of Riley County Land Development Regulations, Articles 26-5, 26-8 and 26-9 of the Manhattan Development Code and the Riley County Sanitary Code have not been met.

ATTACHMENT(S):

- Staff report
- Maps
- Excerpt of Planning Board minutes

Enclosures:

- Staff Report (PDF)
- MUAPB Minutes (PDF)
- Resolution (PDF)



PLANNING & DEVELOPMENT

STAFF REPORT

Residential Use Designator & Replat

PETITION: #23-027 Plat/Replat
#23-028 Residential Use Designator-Extraneous Farmstead

APPLICANT: Albert D. Wood
5281 William Wood Rd.
Manhattan, KS 66502

PROPERTY OWNER: Walnut Grove Land LLC
5281 William Wood Rd.
Manhattan KS 66502

CONTRACT PURCHASER: Matthew and Jessuli Waters
2314 Terry Way
Manhattan, KS 66502

REQUEST: Replat Lot 1, Walnut Grove, together with a portion of a contiguous unplatted tract and amend the existing Residential Use Designator-Extraneous Farmstead.

SIZE OF TRACT: The subject site is approximately 5.7 acres.

LOCATION: Generally located approximately 780 feet north of William Wood Road, on the east side of W. 52nd Avenue; Section 33, Township 10 South, Range 7 East; Ogden Township.

JURISDICTION: This application is subject to the requirements of the Riley County Land Development Regulations and Articles 26-5, 26-8 and 26-9 of the Manhattan Development Code.



BACKGROUND: On May 2, 2022, the Manhattan Urban Area Planning Board heard the request for a Residential Use Designator – Extraneous Farmstead and approved the Concurrent Plat of Walnut Grove. On May 16, 2022, Board of Commissioners of Riley County acknowledged the approved Final Plat of Walnut Grove, and accepted any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat.

At that time, the applicant was wishing to sell an approximately 3.3-acre portion of a larger approximately 39.35-acre parent tract, occupied by the existing single-family residence (built circa 1904), excluding the farm outbuildings located south of the house.

Presently, the applicant is entertaining an offer from a perspective buyer to purchase Lot 1 Walnut Grove to include said outbuildings (approx. 2.4 acres), then replat the property as a single lot, and expand the Residential Use Designator-Extraneous Farmstead to cover the proposed, larger lot.

As with the original request, although the property is located within a designated growth area as per the Vision 2025 Comprehensive Plan for Riley County, Kansas and within the Manhattan Urban Service Area, it was recommended by staff that, due to the property being located in an area projected for future industrial use and the nature of the existing land use, a residential use designator be utilized, rather than rezoning to a residential district in order to discourage additional residential growth at this location. Further, as per *Section 26-5A-3 - Applicability*, of the Manhattan Development Code, the remainder of the parent tract will remain in agricultural use and therefore be exempt from the platting requirements.

DESCRIPTION:

Physical site characteristics: As mentioned previously, the subject site is developed with a single family residence, with a few mature trees. The subject site has a fenced horse pasture north of the home. Seven Mile Creek transects the southeastern corner of the parent tract and consequently, the majority of the parent tract is located within the 0.2% annual chance, with smaller portions located in the 1% annual chance floodplain and floodway. The home and the majority of the proposed lot is out of the floodplain.

General character of the area: The general character of the area remains predominantly agricultural.

SUITABILITY OF ZONING:

Zoning History: The site has been zoned “AG” (Agricultural District) since at least 1974. As mentioned previously, a Residential Use Designator-Extraneous Farmstead was approved by the Riley County Planning Board on May 2, 2022 for Lot 1 Walnut Grove. There are no special uses, variances or conditional uses associated with the subject property.

A small portion of the northwest corner of current Lot 1 Walnut Grove is located within the Eureka Valley-K-18 Corridor Overlay District and is subject to the requirements of Section 4.22 Corridor Overlay Districts (GCOD and EVCOD) of the Riley County Land Development Regulations.

Also, the entire property lies within the Airport Overlay District, as of January 1, 2022. Moreover, a portion of the subject property lies within an avigation easement of the Manhattan Regional Airport, which was granted and recorded September 24th of 1980 by the applicant. Further development of the site will be subject to the use limitations, specifically height, as per Section 4.21-Airport Overlay District of the Riley County Land Development Regulations and per the limitations described in the recorded Avigation Easement document.

Proposed zoning: The request is not to rezone the subject property, but to receive approval for an expansion of the existing Residential Use Designator-Extraneous Farmstead, as per *Section 4.7 – Agricultural District-Residential Use Designator* of the Riley County Land Development Regulations.

SURROUNDING ZONING/LAND USE		
	ADJACENT ZONING	LAND USE
NORTH	“AG” (Agricultural District) and “PUD” (Planned Unit Development)	Crops/former asphalt batch plant
SOUTH	“AG” (Agricultural District)	Crops
EAST	“AG” (Agricultural District)	Crops
WEST	“AG” (Agricultural District)	Farm/residential

POTENTIAL IMPACT:

Public Facilities and Services:

Streets and bridges: The subject site currently has direct access to W. 52nd Avenue, a gravel, two-lane local road, maintained by Ogden Township. No additional points of ingress/egress are being proposed with this request.

Water and sewer: The subject site is currently served by an on-site water well and standard septic/lateral system. As of March 30, 2022, the applicant replaced the septic tank.

Fire: Riley County Fire District #1 will serve the site. The nearest county fire station is the Ogden Fire Station, located at 500 E. Riley Avenue. However, City of Manhattan Fire Station 4 is located within 2.15 miles of the subject site.

Effect on public facilities and services: It is not anticipated that approval for a Residential Use Designator – Extraneous Farmstead for an existing and established homestead will have a detrimental impact on public facilities or services.

CONFORMANCE TO THE LAND USE PLAN:

The request was reviewed with the 2015 Manhattan Urban Area Comprehensive Plan. The subject site is located within the Southwest planning area (see Figure 1 - Land Use Map (southwest)).

Goal GM-2.1A: Future Land Use Plan advises to use the Future Land Use Map as a tool to guide the general location of residential and other land uses within the Manhattan Urban Area over the next ten to twenty years. It also advises to apply the Future Land Use map in conjunction with other guiding principles, goals, and policies contained in the Plan and area-specific plans and policies where applicable, when considering individual development proposals regardless of size or location.

The Future Land Use map indicates that the subject site is projected for industrial use. The request and continued land use of the property will remain farm residential/agricultural.

Staff analysis: Although the request is not in conformance with the Future Land Use Map, the proposed residential use designator allows for the existing use to continue without increasing opportunities for land uses not in conformance with the Future Land Use Map.

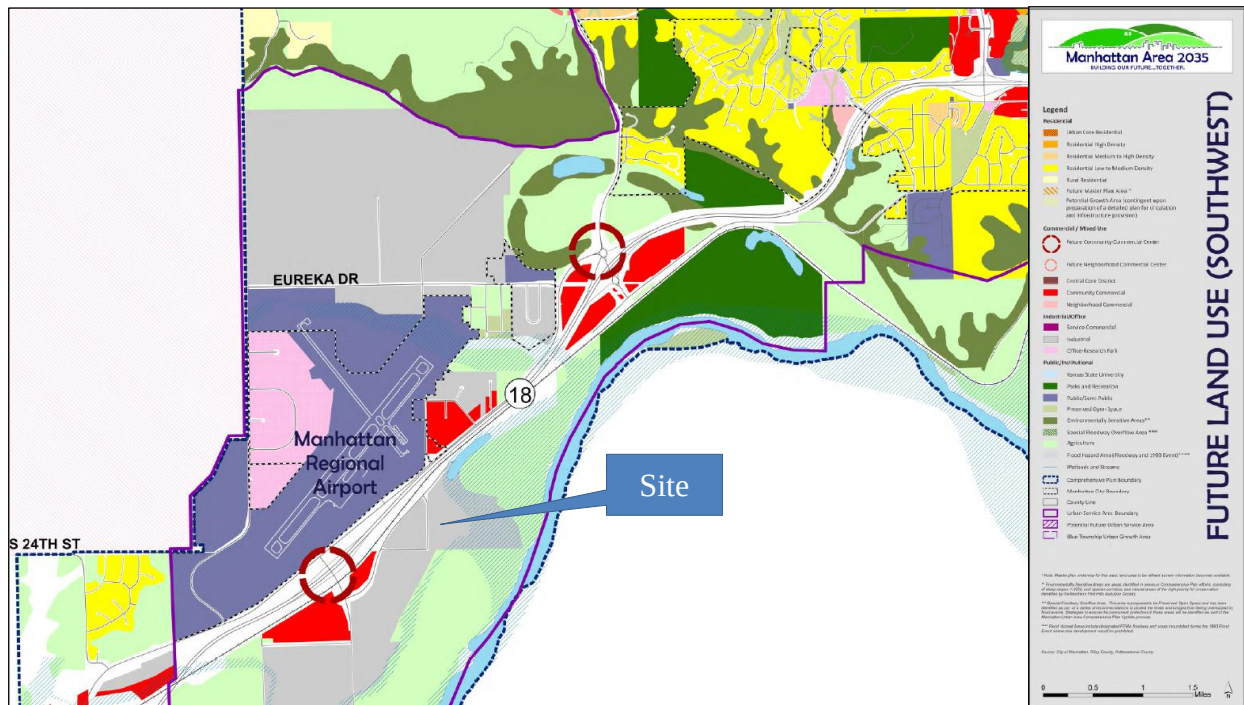


Figure 1. Land Use Map (southwest)

RILEY COUNTY ZONING REGULATIONS:

The zoning regulations describe the Residential Use Designator-Extraneous Farmstead. The conditions for approval are as follows:

Section 4.7 – Agricultural District-Residential Use Designator of the Riley County Land Development Regulations describe the Residential Use Designator–Extraneous Farmstead. The conditions for approval are as follows:

1. The site to be divided from the existing agricultural operation should be the minimum required to accommodate the existing residence and any outbuildings or to accommodate a site that is logically separated from the existing agricultural operation. Conversion of existing productive agricultural land should be avoided.
2. The site shall be large enough to meet sanitary code minimum requirements.
3. A residential use designator for an extraneous farmstead is limited to one per original parent agricultural tract. One additional residential use designator for an extraneous farmstead may be permitted when it has been determined by the Department that the additional residence on the original parent tract has been supporting the agricultural operation on such tract.
4. The site must be platted and must meet all requirements for a plat, including adequate public road access as specified in the subdivision regulations, unless the site is 20 acres or larger. Once approved, the designator lot, whether platted or not platted, may not be further subdivided unless approved through the standard platting/rezoning process.

5. An Agricultural Protection Easement (APE), as specified in *Section 6.14 – Agricultural Protection Easement*, shall be filed with the Register of Deeds.

Staff analysis: The request is consistent/inconsistent with the above criteria.

Agricultural Buffer: N/A

Riparian Buffer: N/A

COMMENTS AND CONCERNS:

ENVIRONMENTAL HEALTH: The request has been reviewed and found to be in compliance with the Sanitary Code.

COUNTY ENGINEER: The County Engineer and Public Works have reviewed the request and reported no concerns.

EMERGENCY MANAGEMENT: Riley County Emergency Management has reviewed the request and reported no concerns.

TOWNSHIP TRUSTEE: The Ogden Township Trustee has reviewed the request and reported no concerns.

MANHATTAN URBAN AREA PLANNING BOARD

On June 08, 2023, the Manhattan Urban Area Planning Board approved the Final Plat of Walnut Grove Unit 2, making a finding that the proposed request is consistent with the Riley County Land Development Regulations, Articles 26-5, 26-8 and 26-9 of the Manhattan Development Code and the Riley County Sanitary Code. The Manhattan Urban Area Planning Board also approved the request to expand the existing Residential Use Designator-Extraneous Farmstead to correspond with the new lot.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Walnut Grove Unit 2, accepting any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it has been determined that all requirements of the Riley County Land Development Regulations, Articles 26-5, 26-8 and 26-9 of the Manhattan Development Code have been met.

ACTION NEEDED FOR PLAT:

- A. **Move** to approve the Concurrent Plat of Walnut Grove Unit 2, as it has been determined that it meets the requirements of the Riley County Land Development Regulations, Articles 26-5, 26-8 and 26-9 of the Manhattan Development Code.

OR

- B. **Move** to deny the Concurrent Plat of Walnut Grove Unit 2, as it has been determined that it does not meet the requirements of the Riley County Land Development Regulations and/or Articles 26-5, 26-8 and 26-9 of the Manhattan Development Code.

ATTACHMENTS:

- Vicinity/site map
- Surrounding zoning map
- Fire station map
- Floodplain map
- Fort Riley Noise Buffer map
- Airport Overlay District map
- Eureka Valley-K-18 Corridor Overlay District map
- Preliminary Plat
- Final Plat

Prepared by: Bob Isaac, Planner
June 12, 2023



VICINITY AND SITE

Wood

#23-027
Replat

Walnut Grove, Unit 2

#23-028

Residential Use Designator
Extraneous Farmstead

33-10-7

 1000' Buffer

 Site



VICINITY



SURROUNDING ZONING

Wood
#23-027
Replat
Walnut Grove, Unit 2
#23-028
Residential Use Designator
Extraneous Farmstead
33-10-7

1000' Buffer
Site

- AG Agricultural
- AG-R AG/Residential
- C-1 General Business
- C-2 Highway Business
- Fort Riley
- I-1 Light Industrial
- I-2 Heavy Industrial
- MF Multi-Family
- MHP Manufactured Home Park
- PUD Planned Unit Development
- SF-1 Single Family
- SF-2 Single Family
- SF-3 Single Family
- TF Two-Family
- U University
- Special Zoning

Attachment: Staff Report (13505 : Walnut Grove Unit 2)



FIRE STATIONS

Wood

#23-027
Replat

Walnut Grove, Unit 2

#23-028

Residential Use Designator
Extraneous Farmstead

33-10-7

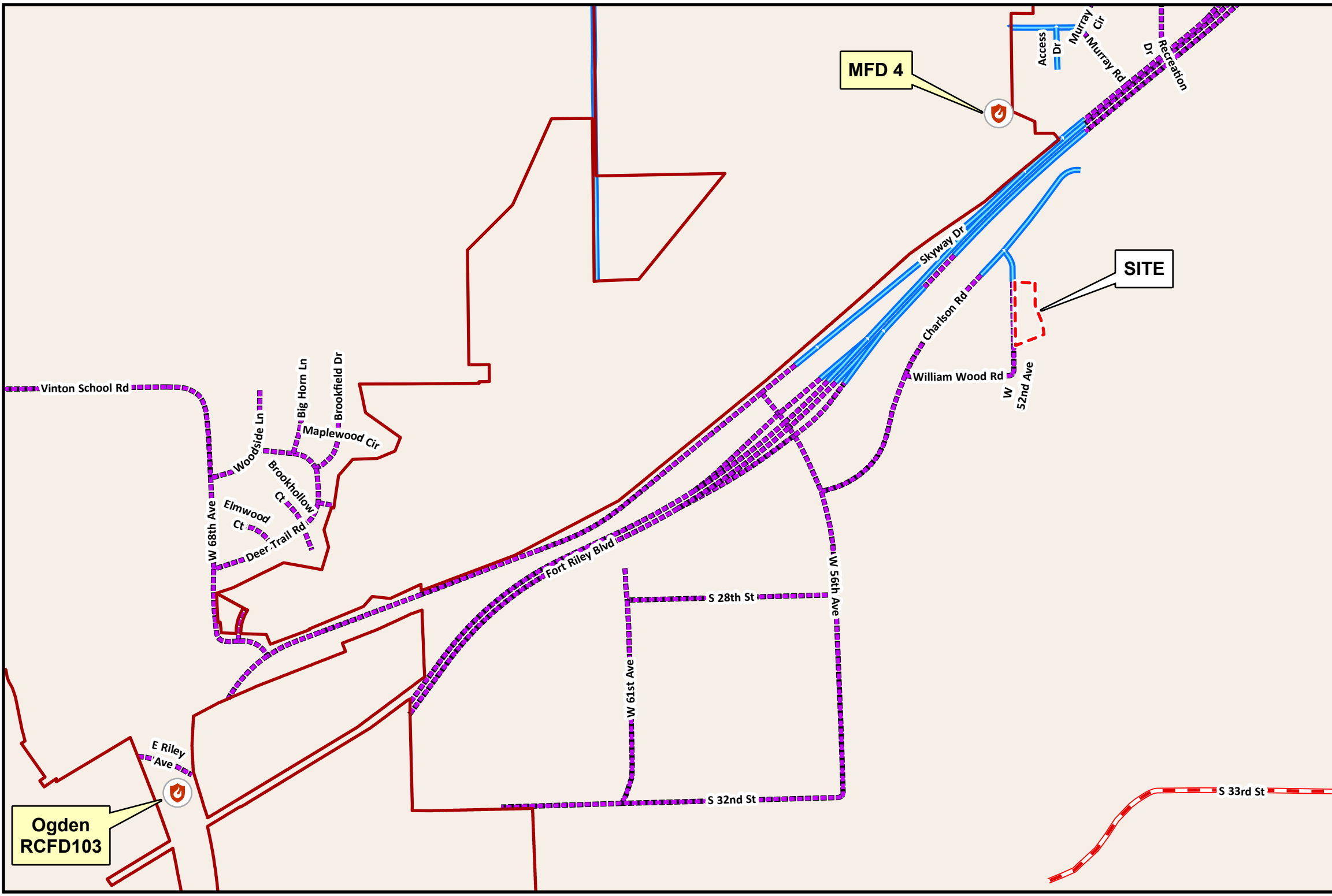


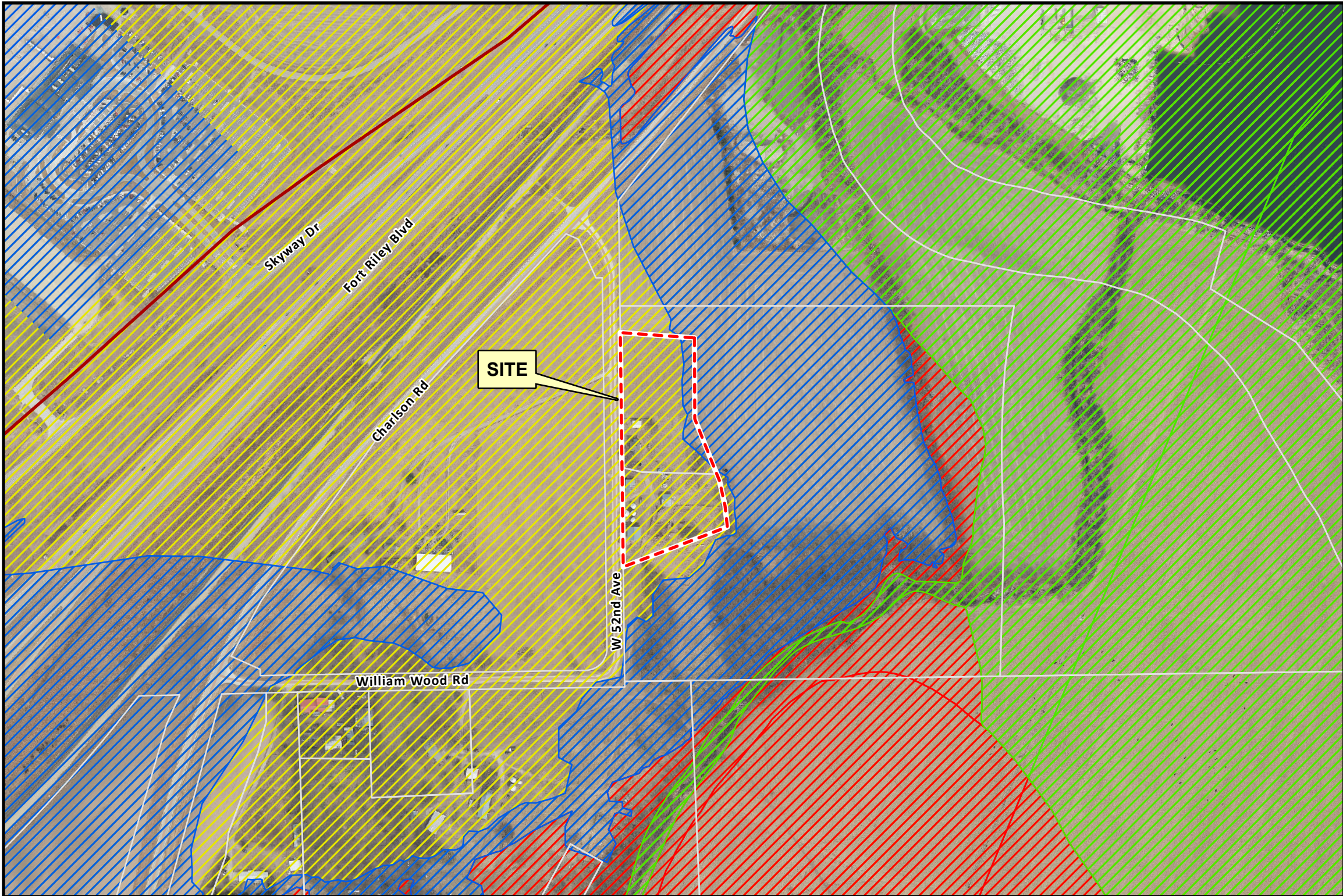
Fire Stations

ISO Rating

-  5 (within 1000' of a hydrant)
-  6 (within 5 road miles of 6 fire station)
- 10 (outside 5 road miles
-  OR road is not paved/gravel)

Attachment: Staff Report (13505 : Walnut Grove Unit 2)



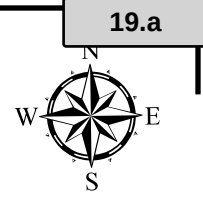
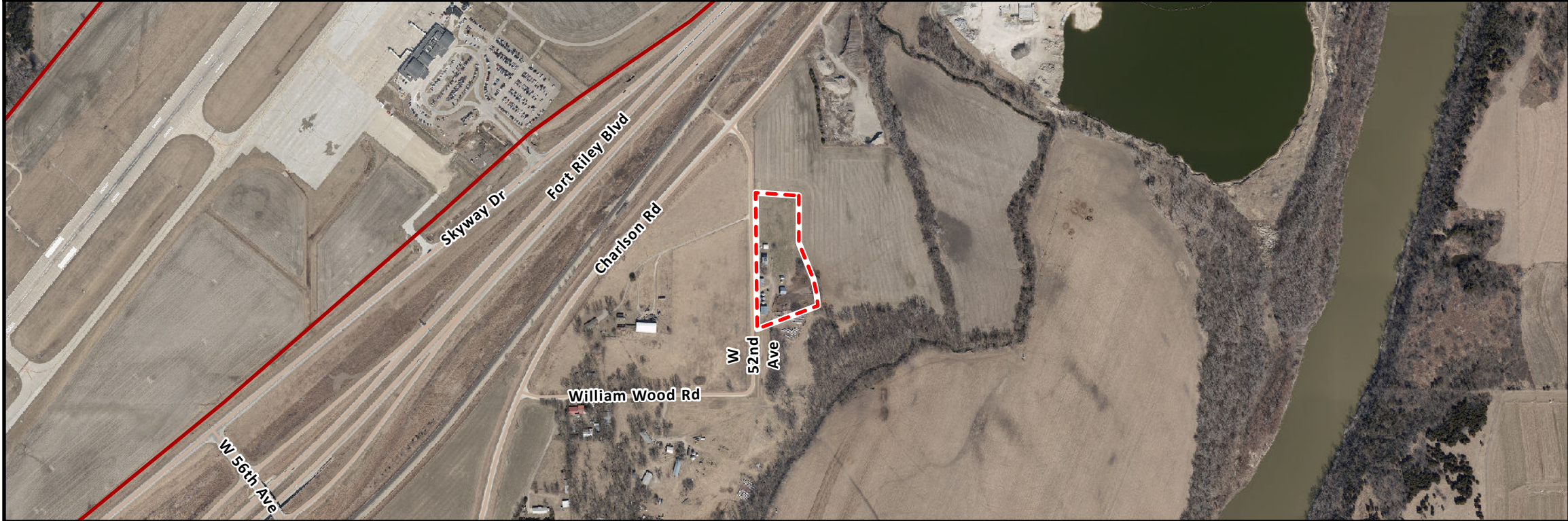


FLOODPLAIN

Wood
#23-027
Replat
Walnut Grove, Unit 2
#23-028
Residential Use Designator
Extraneous Farmstead
33-10-7

- Floodplain
- 1% Annual Chance Flood (Unnumbered)
 - 1% Annual Chance Flood (Numbered)
 - Floodway
 - 1% Annual Chance Flood (1'-3' Depth)
 - 0.2% Annual Chance Flood

Attachment: Staff Report (13505 : Walnut Grove Unit 2)

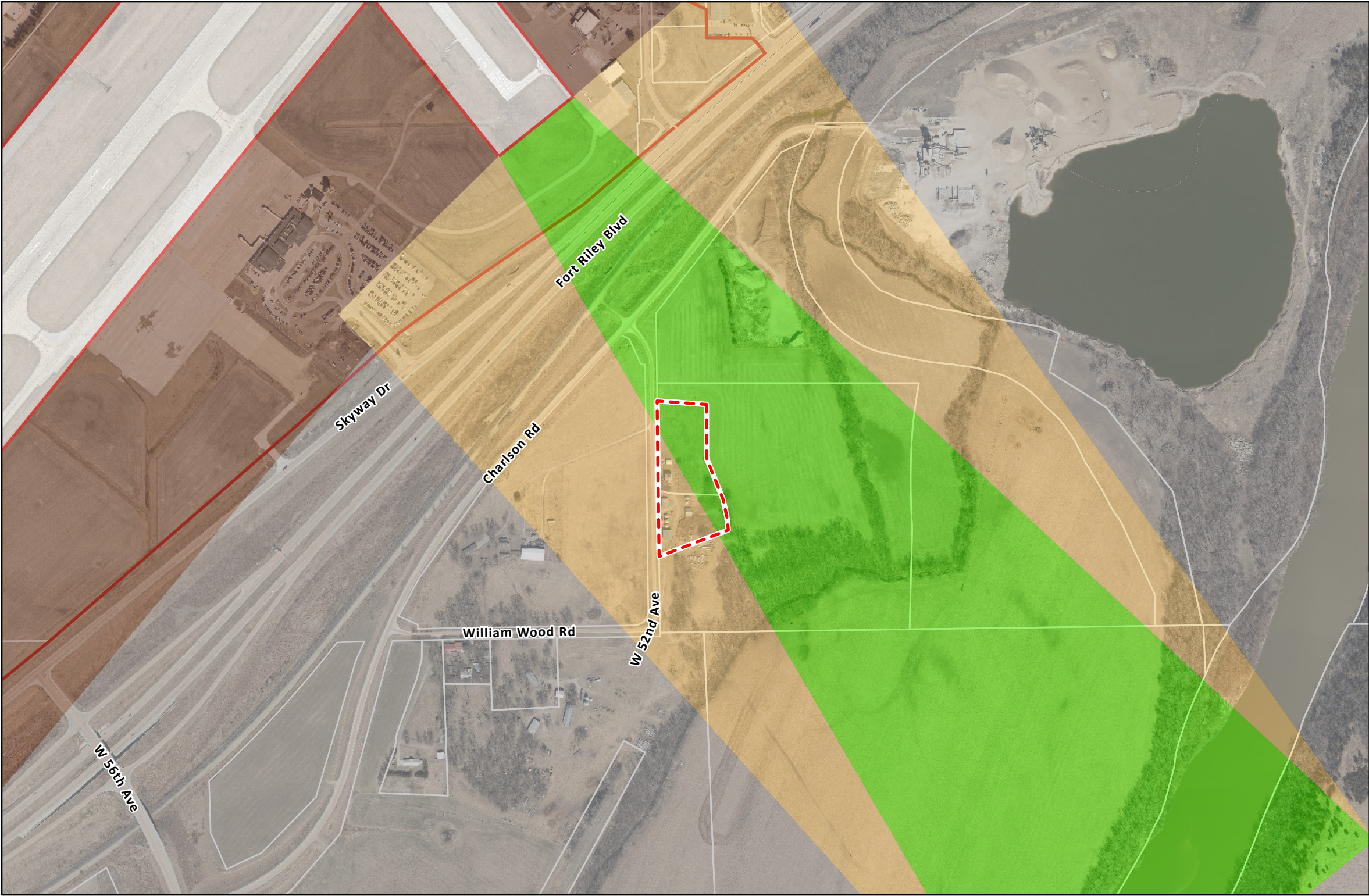


FORT RILEY NOISE CONTOURS AVERAGE AND PEAK

Wood
#23-027
Replat
Walnut Grove, Unit 2
#23-028
Residential Use Designator
Extraneous Farmstead
33-10-7
Site

- Legend**
- Average Noise Levels**
- CDNL 57 (LUPZ)
 - CDNL 62 (Zone II)
 - CDNL 70 (Zone III)
- Peak Noise Levels
Large Caliber**
- Large Caliber 115
 - Large Caliber 130

Attachment: Staff Report (13505 : Walnut Grove Unit 2)



AIRPORT OVERLAY DISTRICT

Wood
#23-027
Replat
Walnut Grove, Unit 2
#23-028
Residential Use Designator
Extraneous Farmstead
33-10-7

 Site

- Airport Overlay District
-  Airport Overlay District (AOD)
 -  Conical Surface Zone
 -  Horizontal Surface Zone
 -  Precision Instrument Runway Approach Zone
 -  Primary Surface Zone
 -  Runway
 -  Transitional Surface Zone

Attachment: Staff Report (13505 : Walnut Grove Unit 2)



EUREKA VALLEY CORRIDOR OVERLAY

Wood

#23-027
Replat

Walnut Grove, Unit 2

#23-028

Residential Use Designator
Extraneous Farmstead

33-10-7

 Site

 Eureka Valley Corridor Overlay Distr

Attachment: Staff Report (13505 : Walnut Grove Unit 2)

DESCRIPTION:

Lot 1, Walnut Grove, Riley County, Kansas.

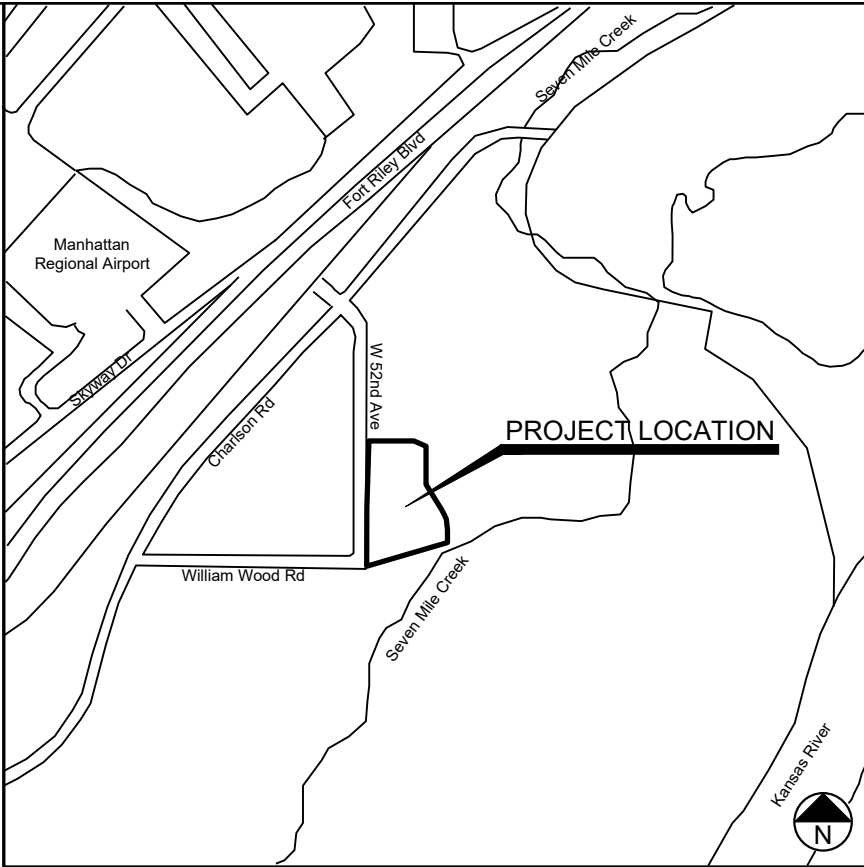
and

A tract of land in the Southwest Quarter of Section 33, Township 10 South, Range 7 East, of the Sixth Principal Meridian, Riley County, Kansas described as follows:

Beginning at the Southwest Corner of Lot 1, Walnut Grove Addition, a subdivision in the Southwest Quarter of Section 33, Township 10 South, Range 7 East, of the Sixth Principal Meridian, Riley County, Kansas; thence
Along the South Line of said Lot 1 the following 2 courses,

Course 1: S 76°42'39" E 109.63 feet,
Course 2: S 87°27'46" E 257.98 feet to the Southeast Corner of said Lot 1; thence
S 21°17'41" E 24.50 feet, thence
S 11°33'02" E 89.41 feet, thence
S 05°27'20" E 73.30 feet, thence
S 69°52'53" W 425.16 feet to the West Line of the Southwest Quarter of said Section 33; thence
N 00°09'33" E 366.26 feet to the point of beginning, containing 2.4 acres
Time Sloan, PLS-783, April 10, 2023.

Subject to easements and restrictions of record.



VICINITY MAP
(NOT TO SCALE)

Notes:

No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, as per agreement with the landowner.

No gaps or overlaps exist.

There are no lines of possession that affect this survey.

Parent tract is recorded in Book 861, Page 2647, Register of Deeds Office, Riley County, Kansas.

All building setback requirements shall be determined by the zoning district, unless otherwise noted.

Riley County Note:

All lots shall be in compliance with the Riley County Sanitary Code.

If an entrance pipe is required, the minimum size shall be calculated in accordance with the Riley County Standards for Roadway Design in Platted Subdivisions. In no case, shall the diameter of the pipe be less than 15 inches.

Property owner(s) is/are required to maintain all publicly granted drainage easements. Natural or non-natural structures or vegetative barriers (including but not limited to trees, shrubbery, berms, fences, and walls) are prohibited within publicly granted or publicly dedicated drainage easements.

Floodplain Note:

Flood Plain: Flood Zone X, Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile. FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20161C0343G, effective date, March 16, 2015.

Utility Notes:

Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

FORT RILEY NOTICE OF POTENTIAL NOISE IMPACTS:

This subdivision is subject to the Notice of Potential Noise Impacts from Fort Riley, Kansas Military Installation and Recommended Noise Attenuation Building Methods recorded on August 17, 2020 in Book 88, Page 7017.

Eureka Valley -K-18 Corridor

A portion of the property is located within the Eureka Valley-K-18 Corridor Overlay District and is subject to the requirements of Section 4.22-Corridor Overlay Districts (GOOD and EVCCOD) of the Riley County Land Development Regulations.

Airport Overlay District

The property is located within the Airport Overlay District and is subject to the requirements of Section 4.21-Airport Overlay District (AOD) of the Riley County Land Development Regulations.

SURVEYOR:

SMH Consultants, P.A.
Tim Sloan, Vice-President
2017 Vanesta Place, Suite 110
Manhattan, KS 66503
PH: 785-776-0541

ZONING:

EXISTING: "AG" (Agricultural District), "AG" (Agricultural District) with Residential Use Designator-Extraneous Farmstead, and Eureka Valley Corridor Overlay District, and Airport Overlay District

PROPOSED: "AG" (Agricultural District), "AG" (Agricultural District) with Residential Use Designator-Extraneous Farmstead, and Eureka Valley Corridor Overlay District, and Airport Overlay District

OWNER:

WALNUT GROVE
LAND LLC
5281 WILLIAM WOOD RD
MANHATTAN, KS 66503

Preliminary Plat

WALNUT GROVE, UNIT 2

A replat of Lot 1 Walnut Grove and a tract of land in the Southwest Quarter of Section 33, Township 10, Range 7 East of the 6th P.M., in Riley County, Kansas.

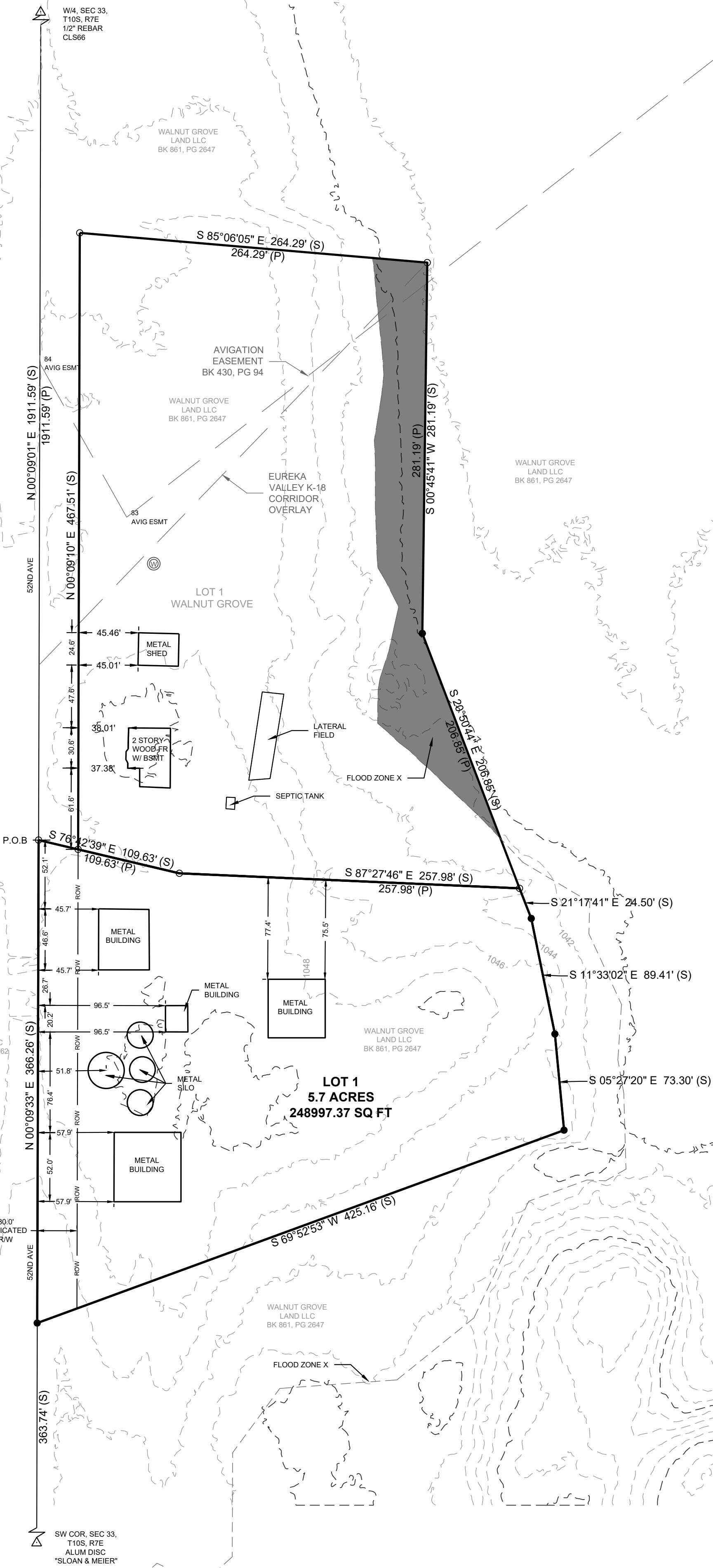
SMH
CONSULTANTS

Civil Engineering · Land Surveying · Landscape Architecture
www.smhconsultants.com

Manhattan, KS - HQ P: (785) 776-0541 Dotige City, KS P: (620) 255-1952
Kansas City, KS P: (913) 444-9615 Colorado Springs, CO P: (719) 465-2145

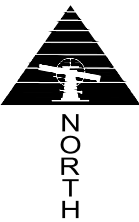
Drawn By: CMW Project # 2303-0112 TDS # 92

APRIL 2023



LEGEND

- 1/2"x24" Rebar w/CLS66 Cap Set
- Monument Found (1/2" Rebar)
Origin: Walnut Grove Plat
- △ Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.
- ★ Assumed Bearing
- (S) Surveyed Dimension
- (P) Platted Dimension
- ⊙ Well Head
- Flood Zone Hatch
- Avigation Easement
- Eureka Valley -K-18 Overlay District



60' 30' 0' 60'
SCALE: 1" = 60'



CALL BEFORE YOU
DIG - DRILL - BLAST

KANSAS:
P: 800-344-7233
F: 316-687-3753
COLORADO:
P: 800-922-1987
F: 303-234-1712

The utilities as shown on this drawing were developed from the information available. This is not implied nor intended to be the complete inventory of utilities in this area. It is the clients/contractors responsibility to verify the location of all utilities (whether shown or not) and protect said utilities from any damage.

Confirmation Number # 22075573

DESCRIPTION:

Lot 1, Walnut Grove, Riley County, Kansas.

and

A tract of land in the Southwest Quarter of Section 33, Township 10 South, Range 7 East, of the Sixth Principal Meridian, Riley County, Kansas described as follows:

Beginning at the Southwest Corner of Lot 1, Walnut Grove Addition, a subdivision in the Southwest Quarter of Section 33, Township 10 South, Range 7 East, of the Sixth Principal Meridian, Riley County, Kansas; thence Along the South Line of said Lot 1 the following 2 courses,

Course 1: S 76°42'39" E 109.63 feet,
Course 2: S 87°27'46" E 257.98 feet to the Southeast Corner of said Lot 1; thence
S 21°17'41" E 24.50 feet, thence
S 11°33'02" E 89.41 feet; thence
S 05°27'20" E 73.30 feet; thence
S 69°52'53" W 425.16 feet to the West Line of the Southwest Quarter of said Section 33; thence
N 00°09'33" E 366.26 feet to the point of beginning, containing 2.4 acres
Time Sloan, PLS-783, April 10, 2023.

Subject to easements and restrictions of record.

OWNER'S CERTIFICATE

STATE OF KANSAS)
COUNTY OF RILEY) SS

This is to certify that the undersigned is/are the owner(s) of the land hereon described on this plat, and that said owner(s) has/have caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes herein set forth, and does hereby acknowledge and adopt the same under style and title indicated.

All street rights-of-way as shown on this plat are hereby dedicated to the public. Any easements or licenses as shown on this plat, to locate, construct and maintain or authorize the location, construction and maintenance of poles, wires, conduits, water, gas and sewer pipes or required drainage channels or structures upon the area marked for easements on this plat, are hereby granted to the public.

Given under my hand at _____, Kansas this _____ day of _____, 2023.

Walnut Grove Land, LLC

LAURA MAE WOOD, MEMBER ALBERT DARRELL WOOD, MEMBER

NOTARY CERTIFICATE

STATE OF KANSAS)
COUNTY OF RILEY) SS

BE IT REMEMBERED, that on this _____ day of _____ A.D. 2023, before me, the undersigned, a notary public in and for the County and State aforesaid, came

Laura Wood and Darrell Wood as members of Walnut Grove Land, LLC

personally known to me to be the same persons who executed the foregoing Owner's Certificate, and duly acknowledged their execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public

My appointment expires: _____

CERTIFICATE OF THE COUNTY COMMISSION

STATE OF KANSAS)
COUNTY OF RILEY) SS

Approved this _____ day of _____, 2023.

Board of Commissioners, Riley County, Kansas.

Chairperson Commissioner

Commissioner Attest: County Clerk

CERTIFICATE OF THE REGISTER OF DEEDS

STATE OF KANSAS)
COUNTY OF RILEY) SS

This instrument was filed for record on the _____ day of _____ A.D. 2023, at _____ o'clock ____M. and duly recorded in Book _____ on Page _____.

Register of Deeds

Deputy

MANHATTAN URBAN AREA
PLANNING BOARD CERTIFICATE

STATE OF KANSAS)
COUNTY OF RILEY) SS

Approved this _____ day of _____ A.D. 2023.

Manhattan Urban Area Planning Board.

Chairperson Attest: Barry Beagle

APPROVAL OF COUNTY OFFICERS

STATE OF KANSAS)
COUNTY OF RILEY) SS

County Engineer

County Counselor

Director of Riley County Planning and Development

RILEY COUNTY PLAT REVIEW SURVEYOR SIGNATURE BLOCK

This plat has been reviewed and approved for filing pursuant to and in compliance with K.S.A 58-2005 and with the requirements of Riley County Resolution No.082913-58. No other warranties are extended or implied.

Approved: _____

License Number: _____ Date: _____

SMH Consultants
By: Tim Sloan

Tim Sloan, P.S.
Vice-President



LEGEND

- 1/2"x24" Rebar w/CLS66 Cap Set
- Monument Found (1/2" Rebar)
- Origin: Walnut Grove Plat
- △ Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.
- (S) Surveyed Dimension
- (P) Platted Dimension
- ⊙ Well Head
- Flood Zone Hatch
- Aviation Easement
- Eureka Valley -K-18 Overlay District

North Arrow pointing up.

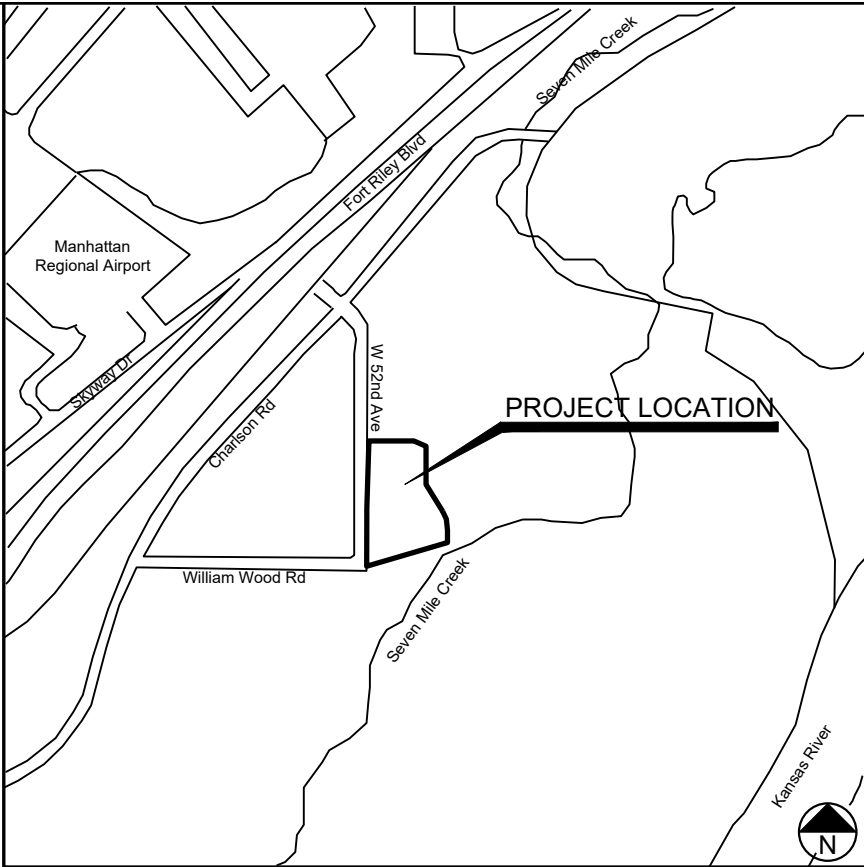
Graphic scale bar: 100', 50', 0', 50', 100'. SCALE: 1" = 100'

SURVEYOR'S CERTIFICATE

STATE OF KANSAS)
COUNTY OF RILEY) SS

I, the undersigned, do hereby certify that I am a Professional Surveyor in the State of Kansas, with experience and proficiency in land surveying; and that the heretofore described property was surveyed and subdivided by me, or under my supervision, that all subdivision regulations of Riley County, Kansas, have been complied with in the preparation of this plat, and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Given under my hand and seal at Manhattan, Kansas this _____ day of _____, A.D., 2023.



VICINITY MAP
(NOT TO SCALE)

Notes:

No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, as per agreement with the landowner.

No gaps or overlaps exist.

There are no lines of possession that affect this survey.

Parent tract is recorded in Book 861, Page 2647, Register of Deeds Office, Riley County, Kansas.

All building setback requirements shall be determined by the zoning district, unless otherwise noted.

Existing Zoning: "AG" (Agricultural District) and "AG" (Agricultural with Residential Use Designator-Extraneous Farmstead).

Proposed Zoning: "AG" (Agricultural District with Residential Use Designator-Extraneous Farmstead).

Riley County Note:
All lots shall be in compliance with the Riley County Sanitary Code.

If an entrance pipe is required, the minimum size shall be calculated in accordance with the Riley County Standards for Roadway Design in Platted Subdivisions. In no case, shall the diameter of the pipe be less than 15 inches.

Property owner(s) is/are required to maintain all publicly granted drainage easements. Natural or non-natural structures or vegetative barriers (including but not limited to trees, shrubbery, berms, fences, and walls) are prohibited within publicly granted or publicly dedicated drainage easements.

Floodplain Note:
Flood Plain: Flood Zone X, Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile. FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20161C0343G, effective date, March 16, 2015.

Utility Notes:
Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

FORT RILEY NOTICE OF POTENTIAL NOISE IMPACTS:
This subdivision is subject to the Notice of Potential Noise Impacts from Fort Riley, Kansas Military Installation and Recommended Noise Attenuation Building Methods recorded on August 17, 2020 in Book 881, Page 7017.

Eureka Valley -K-18 Corridor
A portion of the property is located within the Eureka Valley-K-18 Corridor Overlay District and is subject to the requirements of Section 4.22-Corridor Overlay Districts (GCOD and EVCOD) of the Riley County Land Development Regulations.

Airport Overlay District
The property is located within the Airport Overlay District and is subject to the requirements of Section 4.21-Airport Overlay District (ACOD) of the Riley County Land Development Regulations.

Final Plat

WALNUT GROVE, UNIT 2

A replat of Lot 1 Walnut Grove and a tract of land in the Southwest Quarter of Section 33, Township 10, Range 7 East of the 6th P.M., in Riley County, Kansas.

SMH CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Kansas City, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: CMW Project # 2303-0112 TDS # 92

April 2023

EXCERPT OF MINUTES

MANHATTAN URBAN AREA PLANNING BOARD

June 8, 2023

Page 1

- 3.2. A PUBLIC HEARING to consider the expansion of a Residential Use Designator- Extraneous Farmstead of a 5.7-acre tract of land on the east side of W. 52nd Avenue, generally located approximately 780 feet north of William Wood Road (Applicant: Albert D. Wood, file no. RCF-23-078)

Action needed: Conduct a Public Hearing and consider the request-based conformance with the Manhattan Urban Area Plan and the Riley County Land Development Regulations and approve or deny the request.

- 3.3. A PUBLIC HEARING to consider the Concurrent plat for a 5.7-acre tract of land on the east side of W. 52nd Avenue, generally located approximately 780 feet north of William Wood Road (Applicant: Albert D. Wood, file no. RCF-23-078)

Action needed: Consider the request based on the Riley County Land Development Regulations and the review factors in Subsec. 26-9C-3D of the Manhattan Development Code, and approve, approve with conditions, or deny the plat.

Isaac stated in May of 2022 the Manhattan Urban Area Planning Board approved the Residential Use Designator – Extraneous Farmstead and approved the Concurrent Plat of Walnut Grove. He explained at that time, the applicant was wishing to sell an approximately 3.3-acre portion of a larger approximately 39.35-acre parent tract, occupied by the existing single-family residence (built circa 1904), excluding the farm outbuildings located south of the house.

Isaac stated the applicant is entertaining an offer from a perspective buyer to purchase Lot 1 Walnut Grove to include said outbuildings, then replat the property as a single lot, and expand the Residential Use Designator-Extraneous Farmstead to cover the proposed, larger lot.

Staff recommended the Planning Board approve the request to expand an existing Residential Use Designator-Extraneous Farmstead, as legally described, as it has been determined that it meets the minimum requirements of the Riley County Land Development Regulations.

Staff also recommends that the Planning Board approve the Concurrent Plat of Walnut Grove Unit 2, as it has been determined that all requirements of the Riley County Land Development Regulations, Articles 26-5, 26-8 and 26-9 of the Manhattan Development Code have been met.

Burton opened the public hearing.

The applicant, Albert Wood, stated he is wanting to sell the property because he is getting elderly.

There were no opponents and Burton closed the public hearing.

Ball motioned to approve of the request to expand an existing Residential Use Designator- Extraneous Farmstead, as it has been determined that it meets the requirements of the Riley County Land Development Regulations.

Anderson seconded.

Motion carried 6-0

Ball motioned to approve the Concurrent Plat of Walnut Grove Unit 2, as it has been determined that it met the minimum requirements of the Riley County Land Development Regulations, Articles 26-5, 26-8, and 26-9 of the Manhattan Development Code.

Fehr seconded.

Motion carried 6-0

Isaac announced that the Board of County Commissioners will hear the request June 22, 2023 at 10:35 am in the County Commission chambers.

RESOLUTION NO. 062223-**A RESOLUTION APPROVING THE
WALNUT GROVE UNIT 2 PLAT AND ACCEPTING THE STREET RIGHTS OF WAY,
EASEMENTS AND LICENSES AS SHOWN TO BE DEDICATED ON SAID PLAT**

WHEREAS, the Board of Commissioners of Riley County, Kansas, has been presented for approval of the Walnut Grove Unit 2; and

WHEREAS, the Board finds that all legal requirements have been met for approval of said plat; and

WHEREAS, the Riley County Planning & Development Department has reviewed said plat and found it to be in compliance with the Riley County Sanitary Code; and

WHEREAS, the Manhattan Urban Area Planning Board, after appropriate notice, conducted a public hearing on June 08, 2023; and

WHEREAS, the Manhattan Urban Area Planning Board, after making a determination that said plat meets the minimum requirements of the Riley County Land Development Regulations and Articles 26-5, 26-8 and 26-9 of the Manhattan Development Code, approved said plat; and

WHEREAS, all required signatures have been obtained.

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

That the Walnut Grove Unit 2 plat is hereby approved, and the Board of Commissioners of Riley County, Kansas hereby accepts all street rights of way, easements and licenses, as dedicated thereon.

ADOPTED this 22nd day June of 2023

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

Kathryn Focke, Chair

John Ford, Vice Chair

Greg McKinley, Member

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: Resolution (13505 : Walnut Grove Unit 2)



PLANNING & DEVELOPMENT
Work Session

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

COMMISSION AGENDA REPORT

FROM: Amanda Webb, Planning Director
MEETING: June 22, 2023
SUBJECT: Comprehensive plan update
PRESENTER: Amanda Webb, Planning Director

Please see attached staff report.

Enclosures:

- Comp plan staff report 6.22 (PDF)



PLANNING & DEVELOPMENT ENVIRONMENTAL HEALTH

Date: June 22, 2023
To: Riley County Board of County Commissioners
From: Amanda Webb, Planning Director
Re: Comprehensive Plan update – monthly report (June 2023)

A comprehensive plan provides a guide for the growth and development of a place, based on the community's vision for the future. It is used to steer the day-to-day decisions of elected officials and local government staff. Comprehensive plans include goals, policies, and objectives that influence local planning efforts. The codes and regulations are how these goals, policies, and objectives are carried out.

A lot has changed in our community since the current comprehensive plan, Vision 2025, was adopted in October 2009 and it is important we review and incorporate those changes into a new plan. Plans should generally be updated every five to ten years. A community's population changes over time, which may have an impact on the vision for the future, long-range goals and objectives, and philosophies toward county policies. It is an opportunity to review existing goals, policies, and objectives, and make modifications as needed or wanted. It also gives us a chance to review our land use inventory and the current designated growth areas as well as evaluate current and future population needs.

These plans look out into the future over a set amount of time. The Board of County Commissioners selected a 15-year planning horizon through 2040.

Comprehensive Plan Committee (CPC):

I am pleased to have such a diverse group of people serve on the update committee. I sincerely thank all of them for their interest. Following is the list of people/agencies that are currently part of the group:

1. Stephanie Peterson, City of Manhattan
2. John Adam, City of Manhattan
3. Lorn Clement, Ashland Township
4. Scott Carmichael, Conservation District
5. Lori Rogge, Manhattan Realtor's Association
6. Jared Tremblay, Flint Hills MPO
7. Debbie Nuss, Flint Hills Wellness Coalition
8. Gina Snyder, Downtown Manhattan Inc.
9. Ed Klimek, Westloop Business Association
10. Edie Doane, Kansas Farm Bureau
11. Brad Hartenstein, Flint Hills Builders Association
12. Dennis Cook, Aggieville Business Association
13. Shaun Linenberger, Manhattan Township

14. Anne Smith, Ata Bus
15. Daryn Soldan, Chamber of Commerce
16. Kelley Paskow, Fort Riley
17. Liz Nelson, MHK Senior Center
18. James Gedant, Manhattan Technical College
19. Phil Anderson
20. Kirk Crabtree
21. Tim Sharp
22. Ryan Wilson
23. Kate Ryan
24. Mark Bachamp

I am targeting mid-July for a committee kickoff meeting. Folks have shared their availability for the period between July 10 and July 21 as well as preferences for day or night meetings. As expected with a large group, especially during summer, it will be challenging to get everyone together at the same time. I will likely have more than one kickoff meeting to accommodate as many people as possible.

I've also reached out to department heads of the following departments to inquire about their interest (whether it be them or a staff member). I foresee these folks being a part of the committee as well in some manner. I've received great response and appreciate their willingness:

- Emergency Management
- Emergency Medical Services
- Public Works
- Parks
- Household Hazardous Waste
- Historical Museum
- Health Department
- Clerk's Department
- Treasurer's Department
- Appraiser's Department
- K-State Extension
- Public Information Office

Agenda for initial meeting:

- Introduce the group
- Outline what staff has already done to prepare for the update
- Explain what I would like the group to accomplish and time frame
- Discuss subcommittees
- Establish meeting schedule (timing/frequency) moving forward

Subcommittees:

Following are the categories I envision for subcommittees. These can be modified or expanded based on initial committee discussions:

- Housing
- Agriculture
- Parks and recreation
- Economic development
- Infrastructure (transportation, utilities, schools, emergency/public services)
- Health (food planning, water/sewer, other health related items)

Consultant assistance:

We issued an RFQ for consultant services in April. Unfortunately, we did not receive any submittals. I had originally wanted assistance with the following tasks:

- Review all existing related plans and studies
- Coordinate public outreach/participation and facilitate committee meetings
- Update current and projected demographic and socioeconomic trends
- Create a current land use map and a future land use map
- Evaluate county facilities/space needs for all downtown county buildings

I've been researching other options. At this point, while I'd still like as much assistance as possible with the tasks listed above, I am at least hoping for help coordinating public input and facilitating community and committee meetings. I have spoken with KSU Landscape Architecture and Community Regional Planning staff who may be able to have their students involved. Our talks continue to see how/when they may be able to help. I will likely not have assistance for the first committee meetings in July, but that is okay.

Public input survey:

The survey is put together and ready to go. It has not been made available yet due to technical challenges. We are working to determine the best survey platform to utilize, understanding there will be a cost to the service. It will be issued as soon as possible and will be made available online and in hard copy for a period of 6-8 weeks. We will utilize the following methods to advertise the survey:

- Email signatures with a QR code
- Signage and QR code in the lobby and other customer service areas
- News release
- Social media
- Send to county subscription groups
- Random sample of addresses to mail a postcard with QR code

Other:

- The comp plan specific email address has been set up: compplan@rileycountyks.gov. People can send comments, questions, etc. to this email.
- The listserv was set up – people will be able to sign up to receive updates, etc. This option will be placed on the website.

Next update – Monday, July 24 at 9:40 AM



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: June 22, 2023

SUBJECT: May 2023 Revenue Reporting - Riley County Treasurer

PRESENTER: Shilo Heger

Enclosures:

- May 2023 Financial Report (PDF)

**Riley County Balance Sheet
May 31, 2023**

21.a

Assets		Liabilities/Fund Balances		
KS State Bank-Checking	91,575,842.17	County General		34,922,852.92
KS State Bank-ARP	14,248,526.91	Disaster Fund (ARPA Funds)		14,248,526.91
Riley State Bank	136,610.75	Health Department		1,928,948.02
Leonardville State Bank	5,000.00	Capital Improvements Fund		10,231,363.67
Sunflower Bank	0.00	Economic Development		378,863.21
Cash on Hand	34,405.00	RCPD Levy/Inmate Medical		2,306,526.78
CD/CDARS	10,941,890.85	Bond & Interest		497,131.61
		Road & Bridge Capital Projects		6,953,643.80
		Road & Bridge .20 Sales Tax		622,232.23
		Landfill Closure		58,802.34
		County Building		286,499.47
		County Auction		251,353.61
		Solid Waste		651,504.90
		Emergency Management		719,357.78
		Fire District #1		1,180,956.15
		Register of Deeds Tech Fund		160,295.88
		Clerk Tech Fund		154,696.51
		Treasurer Tech Fund		100,826.82
		Motor Vehicle Operations		167,264.91
		RCPD Ops/IT Reserve/Seizure		3,286,746.28
		District Court-Technology		163,514.38
		Court Services		3,175.00
		EMS Grants		6,610.91
		Museum Bequest		6,582.25
		War Memorial Fund		10,970.07
		KS Opioid Settlement		118,118.02
		LATCF Funds		50,000.00
		Miscellaneous		38,350.98
		Community Corrections		249,433.23
		JJA Prevention	Teen Court	Adult Services
		Juvenile Intake Case Manager	Juvenile Service	Special Alcohol
		County Attorney		5,209.45
		Special Prosecutor Trust	PATF	
		Benefit Districts		1,052,009.98
		University Park	Moehlman Bottoms	Deep Creek
		Carson Sewer	Valleywood	Lakeside Heights
		Hunters Island	Terra Heights	Konza
		Mertz/McGehee Drainage		
		Funds to be Distributed		34,041,262.01
		City Funds	Wildlife & Parks	School Funds
		Township Funds	Special Assessments	State Funds
		Cemetery Funds		
		Tax Holding Funds		2,088,645.60
		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	\$ 116,942,275.68	TOTAL LIABILITIES & FUND BAL		116,942,275.68

Investments and Interest
May 31, 2023
Investments & Year to Date Interest

Bank	CDs	Checking Savings	Year to Date Interest	2022 Interest
KS State Bank	\$0.00	\$105,824,369.08	\$1,247,897.78	
Riley State Bank	\$1,800,000.00	\$136,610.75	\$299.61	
Peoples State Bank	\$0.00	\$5,000.00	\$11.15	
Sunflower	\$0.00	\$0.00	\$0.00	
UMB	\$1,700,000.00	\$0.00	\$0.00	
Landmark National Bank	\$0.00	\$0.00	\$0.00	
Intrust	\$3,000,000.00	\$0.00	\$0.00	
Capitol Federal	\$1,000,000.00	\$0.00	\$0.00	
Community 1st National Bank	\$0.00	\$0.00	\$0.00	
United Bank	\$0.00	\$0.00	\$0.00	
Municipal Investment Pool	\$1,100,000.00	\$0.00	\$0.00	
Commerce Bank	\$2,341,890.85	\$0.00	\$32,948.47	
Central National Bank	\$0.00	\$0.00	\$0.00	
Total	\$10,941,890.85	\$105,965,979.83	\$1,281,157.01	\$866,534.32
Cash & Transfer items	\$34,405.00			
Total on Deposit	\$116,942,275.68			

	2023	2022
Interest Transfers		
Capital Improvements #145	\$210,698.43	\$97,892.50
Emergency 911 #148	\$15,276.15	\$8,038.12
Reg of Deeds Technology #106	\$3,682.40	\$1,853.76
Clerk Technology #107	\$3,219.99	\$1,420.31
Treasurer Technology #108	\$2,063.20	\$885.32
RCPD Seizure Funds	\$7,045.13	\$2,912.10
Total Transfers	\$241,985.30	\$113,002.11

Net Interest to County General	\$1,039,171.71	\$753,532.21
Less Interest Paid for Treasury Bond	\$0.00	-\$2,633.40

Net Interest Earned	\$1,039,171.71	\$750,898.81
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Budget	\$ 100,000.00	\$25,000.00
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% Collected	1039.17%	3014.13%
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Interest - ARPA Fund	\$266,975.68	\$888.53
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Interest rate on active checking account	5.17%
Interest rate on one year investments	5.02%

Attachment: May 2023 Financial Report (13501 : May Treasurer's Report-2023)

**General Fund Revenue Detail
Through May 31, 2023**

21.a

	May		Year To Date		
	Actual	Budget	Actual	Budget	Variance
Motor Vehicle					
Motor Vehicle	471,908.45	467,765.00	1,054,309.22	1,077,895.00	-23,585.78
Vehicle Rental Excise	0.00	0.00	21,267.30	10,578.00	10,689.30
Recreational Vehicle	4,292.47	3,963.00	9,600.57	9,623.00	-22.43
Commercial Vehicles	51,241.61	60,285.00	77,619.59	80,380.00	-2,760.41
Ad Valorem					
RL/Oil/PP	9,400,786.14	9,611,954.00	23,989,978.58	24,029,886.00	-39,907.42
Intangible	36,826.60	78,034.00	249,014.67	189,235.00	59,779.67
16/20 M Trucks	2,738.07	6,708.00	12,855.73	16,268.00	-3,412.27
Watercraft	1,056.77	3,074.00	10,811.67	7,453.00	3,358.67
Delinquent Tax	53,216.65	0.00	214,460.57	0.00	214,460.57
Sales Tax	197,338.15	150,000.00	942,660.28	750,000.00	192,660.28
Payment In Lieu of Tax	0.00	0.00	0.00	0.00	0.00
City/County Highway	0.00	0.00	511,536.25	552,505.50	-40,969.25
Interest/Penalties	24,132.83	25,000.00	117,208.92	125,000.00	-7,791.08
Investment Interest	223,078.67	8,333.33	1,039,171.71	41,666.67	997,505.04
Recording Fees	38,287.00	25,000.00	130,430.00	125,000.00	5,430.00
Hertiage Trust Fund	2,800.00	2,083.33	9,612.00	10,416.67	-804.67
Juvenile Supervision Fees	0.00	41.67	33.16	208.33	-175.17
Diversion Fees	0.00	4,666.67	15,738.57	23,333.33	-7,594.76
Franchise Fees	6,571.34	0.00	13,153.93	17,500.00	-4,346.07
Miscellaneous	16.04	0.00	88.72	0.00	88.72
Departments					
Clerk	130.00	250.00	368.75	1,250.00	-881.25
Register of Deeds	13,156.00	2,083.33	19,580.65	10,416.67	9,163.98
Treasurer	205.03	666.67	1,684.31	3,333.33	-1,649.02
Clerk of the District Court	2,550.22	3,750.00	16,132.44	18,750.00	-2,617.56
Emergency Management	0.00	375.00	85,907.00	1,875.00	84,032.00
Coroner	2,117.60	0.00	4,193.60	0.00	4,193.60
Fair	6,531.50	1,666.67	14,872.50	8,333.33	6,539.17
Museum	0.00	0.00	0.00	0.00	0.00
Election	930.19	416.67	1,243.19	2,083.33	-840.14
Ambulance/EMS	187,875.22	110,430.42	789,569.97	552,152.08	237,417.89
Appraiser	33.11	1,416.67	4,731.66	7,083.33	-2,351.67
Planning & Development	3,075.00	3,166.67	16,389.00	15,833.33	555.67
Information Systems	35.00	0.00	24,880.78	0.00	24,880.78
General-General	2,225.26	0.00	39,565.18	0.00	39,565.18
Public Works	40,952.81	40,000.00	149,482.66	200,000.00	-50,517.34
Noxious Weed	16,400.46	10,000.00	35,865.79	50,000.00	-14,134.21
Total Before Transfers	10,790,508.19	10,621,130.08	29,624,018.92	27,938,058.92	1,685,960.00
Transfers In	6,197.60	0.00	8,963.21	0.00	0.00
Total After Transfers	10,796,705.79	10,621,130.08	29,632,982.13	27,938,058.92	1,694,923.21
Over/Under Budget Before Transfers	1.59%		6.03%		
Over/Under Budget After Transfers	1.65%		6.07%		

Attachment: May 2023 Financial Report (13501 : May Treasurer's Report-2023)

2023 General Fund Revenue
Year To Date

21.a

	May		Year To Date		
	Actual	Budget	Actual	Budget	% of Budget Collected
Motor Vehicle					
Motor Vehicle	471,908.45	467,765.00	1,054,309.22	2,033,757.00	51.84%
Vehicle Rental Excise	0.00	0.00	21,267.30	21,156.00	100.53%
Recreational Vehicle	4,292.47	3,963.00	9,600.57	18,872.00	50.87%
Commercial Vehicles	51,241.61	60,285.00	77,619.59	80,380.00	96.57%
Ad Valorem					
RL/Oil/PP	9,400,786.14	9,611,954.00	23,989,978.58	25,294,617.00	94.84%
Intangible	36,826.60	78,034.00	249,014.67	195,087.00	127.64%
16/20 M Trucks	2,738.07	6,708.00	12,855.73	16,770.00	76.66%
Watercraft	1,056.77	3,074.00	10,811.67	7,683.00	140.72%
Delinquent Tax	53,216.65	0.00	214,460.57	0.00	0.00%
Sales Tax	197,338.15	150,000.00	942,660.28	1,800,000.00	52.37%
Payment In Lieu of Tax	0.00	0.00	0.00	40,000.00	0.00%
City/County Highway	0.00	0.00	511,536.25	1,105,011.00	46.29%
Interest/Penalties	24,132.83	25,000.00	117,208.92	300,000.00	39.07%
Investment Interest	223,078.67	8,333.33	1,039,171.71	100,000.00	1039.17%
Recording Fees	38,287.00	25,000.00	130,430.00	300,000.00	43.48%
Hertiage Trust Fund	2,800.00	2,083.33	9,612.00	25,000.00	0.00%
Juvenile Supervision Fees	0.00	41.67	33.16	500.00	6.63%
Diversion Fees	0.00	4,666.67	15,738.57	56,000.00	28.10%
Franchise Fees	6,571.34	0.00	13,153.93	35,000.00	37.58%
Miscellaneous	16.04	0.00	88.72	0.00	0.00%
Departments					
Clerk	130.00	250.00	368.75	3,000.00	12.29%
Register of Deeds	13,156.00	2,083.33	19,580.65	25,000.00	78.32%
Treasurer	205.03	666.67	1,684.31	8,000.00	21.05%
Clerk of the District Court	2,550.22	3,750.00	16,132.44	45,000.00	35.85%
Emergency Management	0.00	375.00	85,907.00	4,500.00	0.00%
Coroner	2,117.60	0.00	4,193.60	0.00	0.00%
Fair	6,531.50	1,666.67	14,872.50	20,000.00	74.36%
Museum	0.00	0.00	0.00	0.00	0.00%
Election	930.19	416.67	1,243.19	5,000.00	24.86%
Ambulance/EMS	187,875.22	110,430.42	789,569.97	1,325,165.00	59.58%
Appraiser	33.11	1,416.67	4,731.66	17,000.00	27.83%
Planning & Development	3,075.00	3,166.67	16,389.00	38,000.00	43.13%
Information Systems	35.00	0.00	24,880.78	0.00	0.00%
General-General	2,225.26	0.00	39,565.18	0.00	0.00%
Public Works	40,952.81	40,000.00	149,482.66	480,000.00	31.14%
Noxious Weed	16,400.46	10,000.00	35,865.79	120,000.00	29.89%
Total Before Transfers	10,790,508.19	10,621,130.08	29,624,018.92	33,520,498.00	88.38%
Transfers In	6,197.60	0.00	8,963.21	300,000.00	0.00%
Total After Transfers	10,796,705.79	10,621,130.08	29,632,982.13	33,820,498.00	87.62%
Over/Under Budget Before Transfers	1.59%				
Over/Under Budget After Transfers	1.65%				
May = 41.67% of the Budget					

Attachment: May 2023 Financial Report (13501 : May Treasurer's Report-2023)

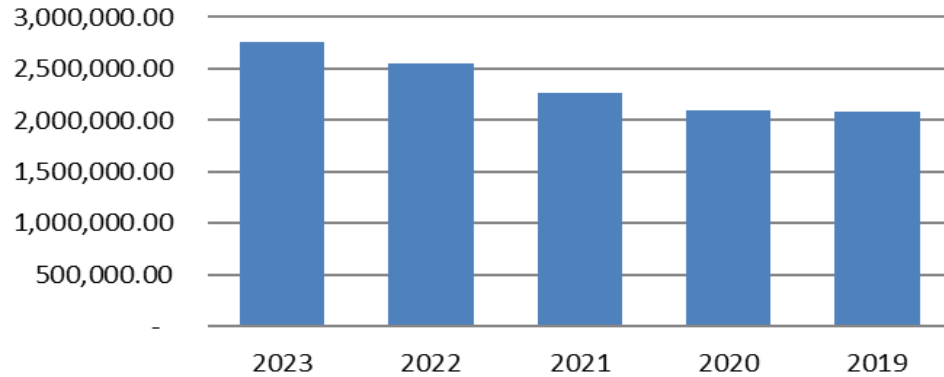
Sales Tax Received
May 31, 2023

	County General			2013 R&B .50% Sales Tax	2013 R&B .50% Sales Tax	2023 R&B .20% Sales Tax	Prior Year Variance	Total Collected	2023 Budget	% Ov Budg
	2022	2023	Prior Year Variance	2022	2023					
January (Nov)	176,613.72	193,878.41	9.78%	176,613.72	193,878.40	0.00	9.78%	387,756.81	300,000.00	29.2
February (Dec)	203,380.11	211,882.26	4.18%	203,380.11	211,882.25	0.00	4.18%	423,764.51	300,000.00	41.2
March (Jan)	164,982.21	168,813.93	2.32%	164,982.20	0.00	195,644.52	18.59%	364,458.45	300,000.00	21.4
April (Feb)	153,999.52	170,747.53	10.88%	153,999.52	0.00	197,885.43	28.50%	368,632.96	300,000.00	22.8
May (Mar)	191,055.04	197,338.15	3.29%	191,055.03	0.00	228,702.28	19.70%	426,040.43	300,000.00	42.0
June (Apr)	194,557.33		-100.00%	194,557.33	0.00		-100.00%	0.00	300,000.00	-100.0
July (May)	166,841.98		-100.00%	166,841.98	0.00		-100.00%	0.00	300,000.00	-100.0
August (June)	188,561.83		-100.00%	188,561.83	0.00		-100.00%	0.00	300,000.00	-100.0
September (July)	227,154.27		-100.00%	227,154.26	0.00		-100.00%	0.00	300,000.00	-100.0
October (Aug)	146,657.85		-100.00%	146,657.84	0.00		-100.00%	0.00	300,000.00	-100.0
November (Sept)	215,216.37		-100.00%	215,216.36	0.00		-100.00%	0.00	300,000.00	-100.0
December (Oct)	194,581.96		-100.00%	194,581.95	0.00		-100.00%	0.00	300,000.00	-100.0
Year to Date	\$2,223,602.19	\$942,660.28		\$2,223,602.13	\$405,760.65	\$622,232.23	-57.61%	\$1,970,653.16	\$3,600,000.00	-45.2

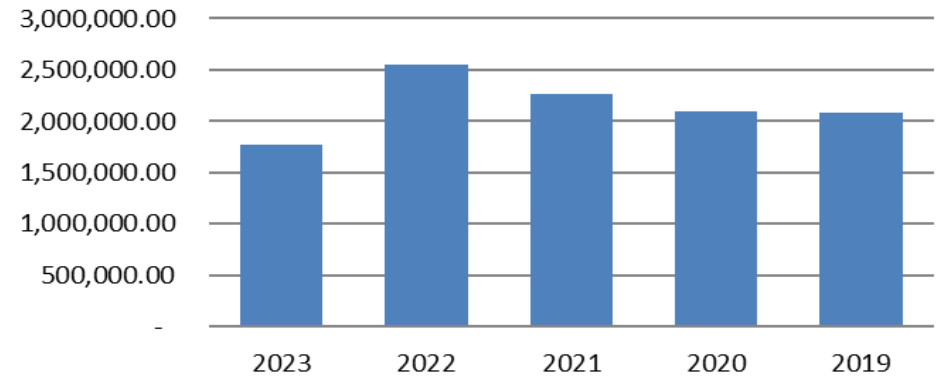
	2022	2023
Sales Tax Collected	\$4,447,204.32	\$1,970,653.16
Budget	\$3,400,000.00	\$3,600,000.00
% of Budget Collected	130.80%	54.74%
% Over Budget	30.80%	13.07%

Attachment: May 2023 Financial Report (13501 : May Treasurer's Report-2023)

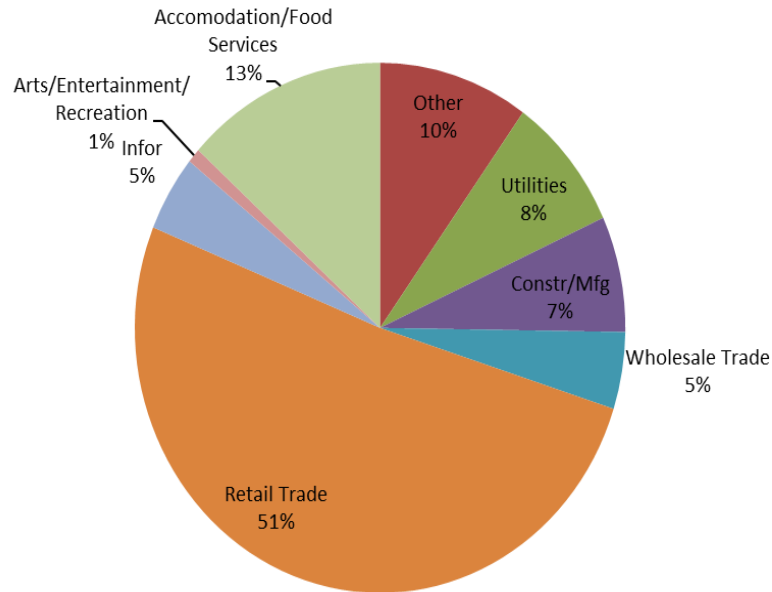
.50% General Fund Sales Tax Year to Date May (Mar Sales)



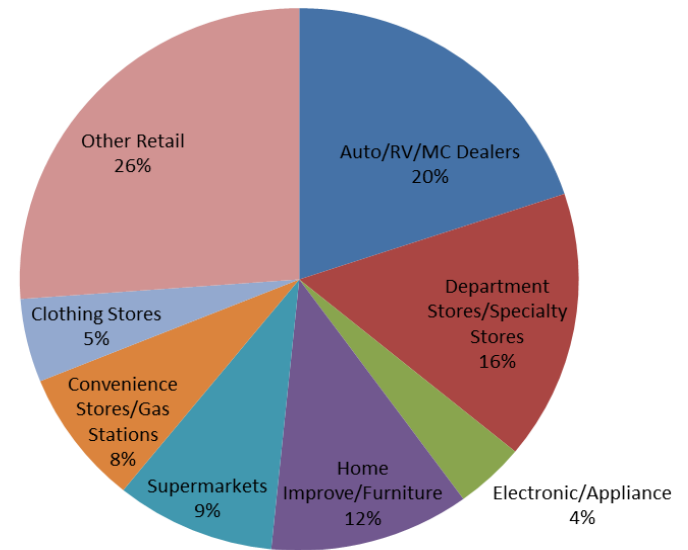
Road & Bridge Sales Tax Year to Date May (Mar Sales)



May Sales Tax Report March Sales by Type



May Sales Tax Report March Retail Sales



May 2023 (Mar Sales)

			State Treasurer
Sales Tax			
Leonardville	469,884.34	0.003611	1,696.77
Ogden	469,884.34	0.015657	7,357.08
Randolph	469,884.34	0.001305	613.41
Riley	469,884.34	0.009689	4,552.93
Manhattan	469,884.34	0.624109	293,259.16
County	469,884.34	0.345628	162,404.99
		0.999999	469,884.34

Use Tax			
Leonardville	101,071.68	0.003611	364.97
Ogden	101,071.68	0.015657	1,582.50
Randolph	101,071.68	0.001305	131.94
Riley	101,071.68	0.009689	979.34
Manhattan	101,071.68	0.624109	63,079.77
County	101,071.68	0.345628	34,933.16
		0.999999	101,071.68

.50 Sales Tax	570,956.02
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.20 Sales Tax	228,702.28
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Total Sales Tax	799,658.30
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