



**Board of Riley County
Commissioners
Regular Meeting
Agenda
June 24, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. OPENGOV SOFTWARE SERVICES AGREEMENT

Review Minutes

4. Board of Riley County Commissioners - Regular Meeting - Jun 17, 2021 8:30 AM
5. Board of Riley County Commissioners - Regular Meeting - Jun 21, 2021 8:30 AM

Review Tentative Agenda

6. Tentative Agenda

Press Conference Topics

7. Discuss Press Conference

9:00 AM

Russel Stukey, Emergency Management Director

8. Staff Update

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

9. Administrative Work Session
10. Indemnification and Hold Harmless Agreement
11. Executive session to discuss confidential legal advice regarding pending litigation issues

9:35 AM

Kevin Howser, IT/GIS Director

12. IT/GIS Staff Update - June 2021

9:50 AM Shelly Williams, Community Corrections Director

13. Staff Update & County Alcohol Funding

10:05 AM Alice Massimi, PIO

14. Monthly Public Information Officer Update

10:20 AM Bob Isaac, Planner

15. Public Hearing to replat Lots 122, 123, and 124 of University Park into one (1) lot.

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
COUNSELOR/ADMINISTRATIVE
SERVICES**
Agreement

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 24, 2021

SUBJECT: OPENGOV SOFTWARE SERVICES AGREEMENT

PRESENTER: Clancy Holeman, Riley County Counselor

POSSIBLE MOTION(S)

Move to approve

Enclosures:

- OPENGOV SOFTWARE SERVICES AGREEMENT (PDF)
- OPENGOV Subscription Total (PDF)
- OPENGOV Statement of Work (PDF)

OPENGOV SOFTWARE SERVICES AGREEMENT

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at PO Box 41340, San Jose, CA 95160 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

1. DEFINITIONS

"**Customer Data**" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"**Documentation**" means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

"**Feedback**" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"**Initial Term**" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"**Intellectual Property Rights**" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"**Order Form**" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"**Renewal Term**" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 **Software Services.** Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 **Support.** Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"). For Professional Services performed on a time and materials basis, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited. Customer may purchase additional Professional Services from OpenGov at OpenGov's then current rate ("**PS Rate**") as specified in an applicable Order Form. As of the Effective Date, OpenGov's PS Rate is \$185 per hour.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

OPENGOV SOFTWARE SERVICES AGREEMENT

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the

OPENGOV SOFTWARE SERVICES AGREEMENT

disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**".

(b) Inflation Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for pre-approved travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. If applicable, Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at billing@opengov.com. Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**").

7.2 Renewal. Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**").

7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement. Additionally, Customer may terminate this Agreement, upon

OPENGOV SOFTWARE SERVICES AGREEMENT

providing at least ninety (90) days notice prior to the annual anniversary date of the Agreement ("**Anniversary Date**") upon the occurrence of an Event of Nonappropriation as defined below. An "**Event of Nonappropriation**" occurs when prior to each Anniversary Date: a) Customer uses all efforts that are lawful and within Customer's official power, to secure the appropriate funds for the next year's Fees, including indicating the Software Services serve an essential purpose to Customer; and b) Customer has not acquired, used or issued a proposal for similar products or services during this period or has not hired any third party or allowed its own employees to use other services in place of the Software Services. Customer shall permit OpenGov to assist with the efforts in a) above, including providing OpenGov with direct access to Customer's applicable appropriations team.

7.4 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER

OPENGOV SOFTWARE SERVICES AGREEMENT

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement

OPENGOV SOFTWARE SERVICES AGREEMENT

will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

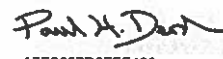
Signatures**Customer**

Signature: _____
Name: _____
Title: _____
Date: _____

OPENGOV, INC.

Signature: _____
Name: _____
Title: _____
Date: _____

DocuSigned by:

A7E3687D8FFE428...
Paul Denton

CFO

6/21/2021

CONTRACTUAL PROVISIONS ATTACHMENT

Riley County (hereinafter "County") and OpenGov. (hereinafter "Contractor") agree that the following provisions are hereby incorporated into the Agreement (also referred to as "Contract") to which it is attached and made a part thereof.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the Contract, Software Services Agreement, Order Form 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. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that contract before the end of each one year term. County shall notify Contractor 60 calendar days before the end of each one year term whether or not County is exercising its option to renew for another calendar year. , Should the County terminate the Contract under this section, County shall pay Contractor all fees due through the date of termination of the Contract.
3. **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.
4. **ARBITRATION, DAMAGES, WARRANTIES, INSURANCE DOCUMENTATION.** 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.
5. **REPRESENTATIVE'S AUTHORITY TO CONTRACT.** 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.
6. **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. Contractor's duties under the contract may not be assigned to any other entity or person without the advance written permission of County.

7. **SUBCONTRACTING.** All subcontractors must be disclosed to the County prior to the Effective Date of the Contract. All County data must reside within the continental United States throughout the term of the Contract.

8. **RECORDS, REPORTS AND INSPECTION.**

10.1. **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.

10.2. **Maintenance or 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.

9. **METHOD OF BILLING AND PAYMENT.**

9.1. **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. Except to the extent otherwise expressly stated in the Software Services Agreement, in this Contractual Provisions Attachment, or in an Order Form, (i) all obligations to pay Fees (as defined in the Software Services Agreement) are non-cancelable and all payments are non-refundable, (ii) County must pay all Fees due under all Order Forms and Statement of Work within thirty (30) days after County receives each invoice (invoices are deemed received when Contractor emails them to County's designated billing contact); (iii) the Software Service Fee (as defined in the Software Services Agreement and identified in an Order Form) shall be due annually in advance, and (iv) County must make all payments without setoffs, withholdings or deductions of any kind. Notwithstanding the foregoing, nothing in the Software Services Agreement and nothing in any Order Form shall make any payment due Contractor unless the work or service has been completed under the contract by the date of any termination or non-renewal described at paragraph 2 of this Contractual Provisions Attachment

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

9.3. **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.

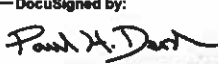
- 9.4. **Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Contractor.
10. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, , Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
11. **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.
12. **NO WAIVER OF DEFENSE. IMMUNITY OR 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.
13. **MERGER.** After any merger, sale or other transfer of Contractor assets, Contractor shall reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.
14. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Contractor to perform the services hereunder, Contractor agrees to replace that person with an individual approved by County.
15. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
16. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor**County**

OPENGOV, INC.

BOARD OF COUNTY COMMISSIONERS OF
RILEY COUNTY, KANSAS

By: _____

DocuSigned by:

 A7E3687D6FFE426...

By: _____

Name: Paul Denton, CFO

John Ford, Chairman

(Seal)

ATTEST:

Rich Vargo, Riley County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

OPENGOV, INC.

Attachment: OPENGOV SOFTWARE SERVICES AGREEMENT (10930 : OPENGOV Agreement)



OpenGov, Inc.
6526 Crown Blvd. #41340
San Jose, CA 95160
United States

Created On: 5/10/2021
Order Form Expiration: 6/1/2021
Subscription Start Date: 7/1/2021
Subscription End Date: 12/31/2025

Prepared By: Andrew Kercado
Email: akercado@opengov.com
Contract Term: 54 Months

Customer Information			
Customer:	County of Riley, KS	Contact Name:	Rich Vargo
Bill To/Ship To:	110 Courthouse Plaza, Manhattan, Kansas 66502 United States	Email:	rvargo@rileycountyks.gov
		Billing Contact:	Rich Vargo
		Email:	rvargo@rileycountyks.gov
Order Details			
	Billing Frequency: Annual		
	Payment Terms: Net Thirty (30) Days		

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee	Total Price
Budgeting & Planning Dashboards, Financial Integration, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Story Builder, Transparency, Workforce Planning, Premium Support - Platinum	7/1/2021	12/31/2021	\$7,250.00	\$7,250.00
Budgeting & Planning Dashboards, Financial Integration, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Story Builder, Transparency, Workforce Planning, Premium Support - Platinum	1/1/2022	12/31/2025	\$34,500.00	\$138,000.00

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Start Date	Amount
Professional Services Deployment - Prepaid	7/1/2021	\$46,620.00
Professional Services Total:		\$46,620.00

Billing Table:

Billing Date	Amount Due
July 1, 2021	\$53,870.00
January 1, 2022	\$34,500.00
January 1, 2023	\$34,500.00
January 1, 2024	\$34,500.00
January 1, 2025	\$34,500.00

\$7,250.00 Prorated Software Fee + \$46,620.00 Professional Services Payment

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Customer shall have the right to purchase the OpenGov Citizen Services Software Services at a one-time \$10,000.00 discount for the first year only, by executing a separate Order Form with OpenGov. Such right must be exercised by Customer no later than 12/31/2021. OpenGov shall specify the annual Software Services fees and the one time Professional Services Fees for the OpenGov Citizen Services Software Services.

County of Riley, KS

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

DocuSigned by:

Paul H. Denton

A7E3687D6FFE426

Paul Denton

CFO

6/21/2021

Attachment: OPENG0V Subscription Total (10930 : OPENG0V Agreement)

CONTRACTUAL PROVISIONS ATTACHMENT

Riley County (hereinafter "County") and OpenGov. (hereinafter "Contractor") agree that the following provisions are hereby incorporated into the Agreement (also referred to as "Contract") to which it is attached and made a part thereof.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the Contract, Software Services Agreement, Order Form 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. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that contract before the end of each one year term. County shall notify Contractor 60 calendar days before the end of each one year term whether or not County is exercising its option to renew for another calendar year. , Should the County terminate the Contract under this section, County shall pay Contractor all fees due through the date of termination of the Contract.

3. **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.

4. **ARBITRATION, DAMAGES, WARRANTIES, INSURANCE DOCUMENTATION.** 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.

5. **REPRESENTATIVE'S AUTHORITY TO CONTRACT.** 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.

6. **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. Contractor's duties under the contract may not be assigned to any other entity or person without the advance written permission of County.

7. **SUBCONTRACTING.** All subcontractors must be disclosed to the County prior to the Effective Date of the Contract. All County data must reside within the continental United States throughout the term of the Contract.

8. **RECORDS, REPORTS AND INSPECTION.**

10.1. **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.

10.2. **Maintenance or 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.

9. **METHOD OF BILLING AND PAYMENT.**

9.1. **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. Except to the extent otherwise expressly stated in the Software Services Agreement, in this Contractual Provisions Attachment, or in an Order Form, (i) all obligations to pay Fees (as defined in the Software Services Agreement) are non-cancelable and all payments are non-refundable, (ii) County must pay all Fees due under all Order Forms and Statement of Work within thirty (30) days after County receives each invoice (invoices are deemed received when Contractor emails them to County's designated billing contact); (iii) the Software Service Fee (as defined in the Software Services Agreement and identified in an Order Form) shall be due annually in advance, and (iv) County must make all payments without setoffs, withholdings or deductions of any kind. Notwithstanding the foregoing, nothing in the Software Services Agreement and nothing in any Order Form shall make any payment due Contractor unless the work or service has been completed under the contract by the date of any termination or non-renewal described at paragraph 2 of this Contractual Provisions Attachment

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

9.3. **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.

- 9.4. **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.

10. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka. , Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
11. **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.
12. **NO WAIVER OF DEFENSE. IMMUNITY OR 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.
13. **MERGER.** After any merger, sale or other transfer of Contractor assets, Contractor shall reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.
14. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Contractor to perform the services hereunder, Contractor agrees to replace that person with an individual approved by County.
15. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
16. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

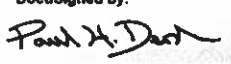
Contractor

County

OPENGOV, INC.

BOARD OF COUNTY COMMISSIONERS OF
RILEY COUNTY, KANSAS

By: _____

DocuSigned by:

A7E3687D8FFE426...

By: _____

Attachment: OPENGOV Subscription Total (10930 : OPENGOV Agreement)

Name: Paul Denton, CFO

John Ford, Chairman

(Seal)

ATTEST:

Rich Vargo, Riley County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Attachment: OPENGOV Subscription Total (10930 : OPENGOV Agreement)

OPENGOV, INC.



Statement of Work

County of Riley, KS

Created by: Adam J. Weems
Creation Date: 03/16/2021
Document Number: DD-01642
Version Number: 1

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1. Overview

1.1. Preamble

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for County of Riley, KS ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement"). For clarity, Customer's use of the Professional Services are governed by the Agreement and not this SOW. Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by



reference into the Agreement. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.

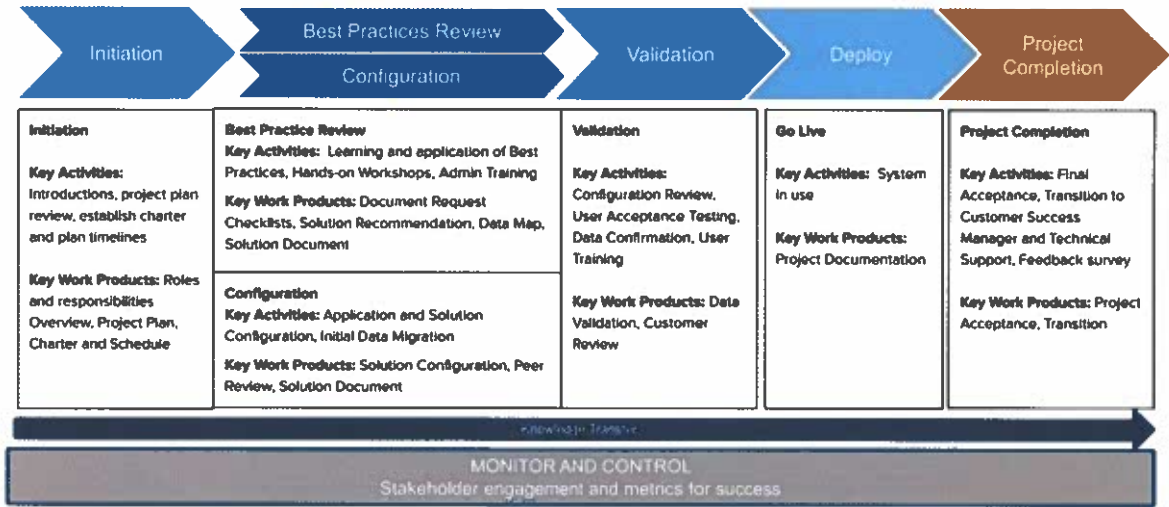
1.2. OpenGov's Modern Cloud ERP

OpenGov is the leader in modern cloud ERP software for our nation's cities, counties, and state agencies. On a mission to power more effective and accountable government, OpenGov serves agencies across the United States. Built exclusively for the unique budgeting, financial management, and citizen services needs of the public sector, the OpenGov ERP Cloud enables organizations to plan more strategically and collaboratively, streamline mission-critical processes, and communicate with stakeholders more transparently.

- **Cloud ERP for local government.** OpenGov offers transformative solutions for budgeting, financial management, and citizen services with the market-leading reporting and transparency platform--allowing customers to re-allocate up to 1% of their budgets for more strategic outcomes and save thousands of hours on manual and paper-based processes.
- **A trusted and dedicated partner.** Governments nationwide partner with OpenGov to drive more effective and accountable operations and strengthen public trust. Built exclusively for state and local government, OpenGov's software, services, and expertise are backed by years of employee experience in the public sector.
- **A platform built to grow with you.** Modern cloud architecture ensures all of your users have access to the latest features and upgrades while reducing your IT burden, minimizing your cost footprint, and breaking down system and data silos. TYou can future-proof your investment for the next generation thanks to world-class professional services and a roadmap driven by customer feedback, you future-proof your investment for the next generation.



OpenGov Implementation Methodology



2. Methodology

OpenGov’s deployment methodology, often referred to as the OpenGov Way (“OG Way”), delivers on OpenGov’s mission to power more effective and accountable governments. It is an innovative, modern, and iterative approach that leads our customers to successfully deploy our products and help them successfully achieve their vision. The OG Way differentiates itself in the market by its foundation of customer empowerment. We rely on our years of experience working with governments, leading in governments, and leveraging best practices from the public and private sector in order to coach our customers through the change management needed to leverage our best practices and quality software. This methodology requires a degree of focus and engagement to ensure collaboration between both parties to produce the desired results in a timely manner. We look forward to our partnership and can’t wait to show you how The OG Way will improve the way you do business and the services you’re able to provide to your citizens!

Project Initiation

During project initiation, we will introduce project resources, review the products and services purchased, finalize project timelines, and conduct the kickoff meeting. Both OpenGov and Customer are responsible for assigning their Project Managers for the project. We will hold a planning meeting to review all project documents OpenGov has received to date. We’ll also provide additional worksheets that need to be included. We’ll set-up meetings to finalize the project plan and ensure there is a centralized location for

Attachment: OPENGOV Statement of Work (10930 : OPENGOV Agreement)



these documents to be stored for collaboration. Lastly, we'll determine the date for the larger kickoff meeting and discuss the agenda for this critical meeting.

Best Practice Review

- OpenGov will provide your team with access to OG University and OpenGov's Resource Center so that you can start learning.
- Provided checklists with samples of data and information that we'll need completed. We will obtain all data and integration information at this time in our standard format.
- We will review your agency-specific documents to validate your business requirements.
- We will then coach you on our best practices by showing you how our tool works in the most effective manner.
- Based on our best practices review, we'll make solution recommendations based on our domain expertise.
- We'll align with your team based on our understanding of your operating processes based on technical requirements and product functionality.
- We'll review all data and integration requirements. A data map will be mutually agreed upon and signed off on by Customer.
- We'll present a solution document to be mutually agreed upon prior to starting the configuration.

Configuration

- We will set-up the base configuration based on the mutually agreed upon solution document.
- We will mutually configure the use cases based on the mutually agreed upon solution document.
- We will migrate your data based on our mutually agreed upon data map.

Validation

- Review the completed work performed during configuration.
- The appropriate members of the Customer project team will confirm that the solution has been configured correctly based on the solution and data mapping documents by testing the use of the solution.
- Training will be provided based on the selected package, or as set forth herein.
- Any items that were configured or migrated incorrectly based on the data map and solution document will be tracked via an issue log. We will work with your team to identify deployment critical issues that will be worked out prior to launch. If the item is not included in the mutually agreed upon data map and solution document, a mutually agreed upon change order will be discussed as defined in Section 10 Change Management of this SOW.



- The exit criteria for this phase is the sign off by the Customer's Project Manager of the configuration based on the mutually agreed upon solution and data map as defined in Section 9 Acceptance of this SOW.

Deploy

- The solution is usable by Customer.

Project Completion

- Customer is sent a project acceptance form to sign as defined in Section 9 Acceptance of this SOW.
- Customer will be asked to respond to a brief survey to provide feedback about the experience.
- Customer is introduced to Customer Support and educated on how to engage with customer support based on Customer's procured package.

3. Project Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

4. Roles and Responsibilities

4.1. Roles and Responsibilities Matrix

OpenGov	
Role	Role Description
Executive Sponsor ("ES") Name: TBD	Responsible for ensuring alignment on project value proposition and vision. Escalation point for Customer Executive Sponsor to mitigate any risks that the project team cannot resolve. Executive Sponsor attends monthly (or other frequency) executive meetings to review deployment status, documented issue list,



	status and closure summary.
Project Manager ("PM")	Responsible for the delivery of the professional services based upon the agreed upon contract and SOW within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks toward project completion. Holds executive steering committee meetings and/or quarterly business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support.
Analyst ("IA")	Responsible for helping Customer configure OpenGov's product suites as assigned. The Analyst is the primary consultant, guiding Customer through configuration working sessions to put together successful workflows.
Subject Matter Expert ("SME")	OpenGov Subject Matter Experts ("SMEs") will engage in strategy, design, and execution discussions internally and with Customer during the deployment. The SME has a specific area of expertise, and depending on the scope of the project more than one SME may engage. The SME will not be on all working sessions, but will be involved per the direction of the OpenGov Project Manager.
Integration Engineer ("IE")	Responsible for migrations, conversions, and integrations as assigned. Responsible for providing clear direction on specifications to ensure proper delivery of migration, conversions, and integrations. Clear data mapping and data validation to be provided with customer sign-offs obtained by the OpenGov Project Manager.
Account Executive ("AE")	The Account Executive is responsible for the sales cycle. Aligning on program vision, value proposition, and contract terms. The Account Executive will facilitate project kickoff along with the OpenGov Project Manager. The Account Executive will be engaged with the customer throughout their journey with OpenGov, post-deployment and beyond.
Customer Manager ("CM")	The Customer Manager ("CM") is the primary customer relationship holder post-Deploy. The "Air Traffic Controller" or "Quarterback" of OpenGov resources with focus on long term success of Customer's partnership with OpenGov. The CM will engage with Customer to discuss adoption strategy and conduct periodic reviews to ensure Customer's key stakeholders understand all OpenGov offerings and how they align to key Customer priorities. The CM will be introduced at deployment kick-off, but will not be an active participant in deployment



	working sessions. As the deployment approaches closure, the CM's engagement will ramp-up, and the OpenGov Project Manager to CM meeting with Customer will occur prior to Project Completion.
Customer	
Role	Role Description
Budget Owner ("BO")	The Customer Budget Owner commits the funds to the project deployment, assesses the value to the cost (ROI), and approves changes orders. In some cases, the Budget Owner and Executive Sponsor are the same person.
Executive Sponsor ("ES") Name: TBD	Responsible for ensuring Customer team is aligned to core project value proposition and goals. Able to intervene if the project goes off track, and has ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.
Project Manager ("PM") Name: TBD	Serves as the primary contact for OpenGov Project Initiation, Best Practice Review, Configuration, Validation, Deploy, Project Completion. Coordinates meetings and schedules. Controls communication between the Customer and OpenGov project teams.
Project Lead ("PL")	Is an internal SME in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing configurations. Primary OpenGov counterpart will be the Analyst.
Data and SystemsLead ("DSL")	Responsible for mapping out data infrastructure and validating migration, conversion, integration requirements. Someone who is able to connect OpenGov team with any of Customer's third-party data sources and vendors as needed to fulfill SOW requirements.

Attachment: OPENGOV Statement of Work (10930 : OPENGOV Agreement)

4.2. OpenGov Roles and Responsibilities RACI

Phases	Frequency	OpenGov	Customer
--------	-----------	---------	----------



		ES	PM	IA	IE	ES	PM	PL	DSL
Project Initiation	One-time	I	R	I	I	I	A	C	I
Best Practice Review	Iterative	I	R	C	I	I	A	C	I
Configuration	Iterative	I	A	R	R	I	A	A	C
Validation	Iterative	I	A	C	C	I	A	R	C
Deploy	Iterative	I	A	A	I	I	A	R	I
Project Completion	One-time	I	R	C	I	I	R	A	C

R = Responsible to perform the task

A = Accountable for the task being completed

C = Consulted with prior to the activity being performed

I = Informed that the task has been completed

5. Governance

Project Governance provides the foundation and framework to manage deployments by assessing progress and addressing questions and challenges during the course of deployment. OpenGov follows three guiding principles for governance to maximize the deployment value with our customers:

- **Regular communication** aligned to the agreed upon project plan and timing will occur. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, as we can only address items when known.
- **Executive involvement** is expected from both OpenGov and Customer. Not only may Executives be called upon to clarify expectations and/or confusion, but also to steer strategic items to maximize the value through the deployment.
- **Commitment to the direction** outlined in this SOW and critical assessment change orders to ensure they drive value.

5.1. Regular Communication Components

Meeting	Frequency	Purpose	Participants
---------	-----------	---------	--------------



				OpenGov	Customer
Quarterly Management Review ("QMR")	Engagement Review	Quarterly	Overview of Program Status, Value Realization, trends, savings reports, program improvement, technology, and discuss program adjustments	PM, ES, others as necessary	PM, PL, ES, others as necessary
	Statement Committee	Bi-Annually	Review of milestones per commercial agreement, review budget and fiscal matters. Discuss strategic direction from deployment, alignment of OpenGov with Customer's 3-year roadmap, evaluate potential shift in strategy and impact to relationship	PM, ES, AE, CM	PM, BO. ES
Executive Sponsor Meeting		Monthly / Bi-Monthly	Discuss deployment: - Strategic impacts: timing, scope, process - Value prop changes, confusion - Project specific: items that need guidance, support and/or clarity	PM, ES, plus others as necessary	PM, ES, plus others as necessary

Attachment: OPENGOV Statement of Work (10930 : OPENGOV Agreement)



Weekly Deployment Updates	Weekly	Summary of project actions against project plan. Risks and achievements highlighted in addition to asks of leadership.	Project Team + ES(s)	Project Team + ES(s)

5.2. Commitment to Project Direction and Goals

This SOW is the direction agreed upon by Customer and OpenGov. Transparency of the plan is paramount for our Customers to attain the value the SOW or any subsequent change order outlines.

Should direction of the deployment become disconnected, OpenGov and Customer Project Managers will outline the gaps as they understand them and communicate the gaps to their respective Executive Sponsor(s) (or Project Teams) for discussion and resolution.

The communication path for this engagement will be outlined in the kick off meeting, documenting both phone numbers and email. The general path is:

OpenGov Project Manager → Professional Services Sr. Manager / SVP → Executive Sponsor

6. Escalation Process

The purpose of this section is to define the escalation process, should it be needed, to support closing issues that are raised, discussed to move forward with the deployment. OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation.

6.1. Process

- Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
- Customer or OpenGov Project Manager summarizes the problem statement and impasse.
- Customer and OpenGov Project Managers will outline solution, acceptance or schedule Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.



- Resolution will be documented and signed off following Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.

6.2. Escalation Requirements

- OpenGov and Customer Project Managers will summarize the impasse and recommendation to present at scheduled or ad hoc executive meetings. Unless otherwise noted in this SOW, Customer Project Manager can approve how hours are used, but not where funding is required.
- Executive Sponsors attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.
- Steering Committees, where applicable, will be the arbitrator to direction and issue closure. Unless otherwise noted in this SOW, the Customer Executive Sponsor must approve change orders that result in additional cost.
- Customer or OpenGov Subject Matter Experts may be requested to provide input to the issue and assist in closure. Both Customer and OpenGov will make best effort to enable those Subject Matter Experts to be available and participate.

6.3. Documentation

- Issue Escalation: Problem Statement with clear impact to the deployment and/or engagement.
- Acceptance Document: Which will include any change order(s) or other process adjustments required and summary of the resolution.
- Notes from Project Meetings, Executive Reviews, and Steering Committee meetings, as appropriate.

7. General Project Assumptions

OpenGov is excited to work with Customer on the implementation of our OpenGov ERP Cloud. In order to ensure we are able to meet the project timeline as set forth in Section 3.1 of this SOW and ensure Customer is successful in this implementation, OpenGov asks that Customer abide by the General Assumptions detailed in this SOW.

- This SOW is limited to the Implementation of the OpenGov Cloud as defined in the Project Scope. Any additional services or support will be considered out of scope.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts, and other key parties whose roles are defined in



Section 4.1, necessary to the successful implementation of the OpenGov ERP Cloud as defined in this SOW.

- Customer is responsible for internal change management associated with the purchase of new software.
- Response Protocol
 - OpenGov and Customer commit to responding to inquiries, updates, or any other project-related matters in no less than 10 business days throughout the course of this project. If Customer is delayed in its response, Customer acknowledges that: a) the delay may impact the project schedule; and b) any fees for Professional Services due to OpenGov after such delay shall become due and OpenGov may invoice Customer for such prepayment.
 - The Professional Services will be provided during regular business hours (8am to 6pm Pacific Time) Monday through Friday (holidays excluded).
- SOW Expiration:
 - This SOW is valid for up to 90 days from the Creation Date, or as agreed to in writing by OpenGov and Customer.

8. Project Scope

8.1. OpenGov Reporting & Transparency Platform

8.1.1. OpenGov Reporting & Transparency Platform Project Deliverables

Deliverable	Description
OpenGov Reporting & Transparency Platform	Cloud based Reporting & Transparency Platform that includes: • Stories • Open Town Hall • Reporting • Dashboards • Transparency Portal

8.1.2. Project Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the OpenGov Reporting & Transparency Platform implementation.

8.1.2.1. Initiate

Functionality	Description
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Provisioning R&T Platform	OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.
OpenGov University Platform Training	OpenGov will provide access to OpenGov University online training courses intended to teach users on the basics of the Reporting & Transparency Platform.
Stories and Open Town Hall Examples	OpenGov will build out an example of a Story: One standard story based on available templates in OpenGov. OpenGov will build out an example of a topic in Open Town Hall.
Initial Data Migration	OpenGov will upload any applicable datasets to the OpenGov Platform. - Base Budget File - Historical Budget and Transactions Files, including beginning balances - Budget Reference Year data files OpenGov will accept flat files such as CSV, Text, and/or Excel

8.1.2.2. Best Practices

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Stories and Open Town Hall Review	The Implementation Analyst will conduct a review of the examples created.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.1.2.3. Configuration

Functionality	Description
Chart of Accounts	OpenGov will review and give feedback on Customer's general ledger chart of accounts OpenGov will provide a functional build of the proposed OpenGov Chart of Accounts, and gain sign off on acceptance from Customer. OpenGov will configure OpenGov Chart of Accounts in OpenGov system



OpenGov Reports	OpenGov will: • Set up 3 OpenGov reports (Annual, Budget to Actuals, and Transactions) • Configure 3 departmental dashboards with up to 3 tiles each
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8.1.2.4. Validation

Functionality	Description
Chart of Accounts	Once built in OpenGov system, Customer will validate and sign off of transformed Chart of Accounts
Data	Customer will validate and sign off on the datasets uploaded as part of the implementation.

8.1.2.5. Deploy

Functionality	Description
Training Stories	OpenGov will review configured story and train Customer on how to: • Create new stories • Update/Maintain current stories • Publish internally and externally
Training Open Town Hall	OpenGov will present configured Open Town Hall site and theme. OpenGov will train Customer on Open Town Hall functionality
Training OpenGov Reports	OpenGov will review configured OpenGov reports. OpenGov will train Customer on report: • Configuration • Update/Maintenance • Publishing internally and externally
Training Dashboards	OpenGov will review configured Dashboards OpenGov will train Customer on Dashboard: • Configuration • Update/Maintenance • Publishing internally and externally
Platform Training	OpenGov will review configured COA and uploaded data. OpenGov will train Customer on Platform maintenance:: • Users • Uploading data



	• Maintaining COA
Sign Off	Customer will sign off that they have: • Configured Story • Configured Open Town Hall • Configured OpenGov reports • Configured Dashboard • Been trained on Stories, Open Town Hall, OpenGov reports, Dashboards

8.2. OpenGov Budgeting & Planning

8.2.1. Budget & Planning Project Deliverables

Functionality	Description
OpenGov Budgeting & Planning Suite	Budgeting & Planning Suite, includes: • Operating Budget • Workforce Planning • Capital Improvement Project Budgeting • Budget in Brief • Budget Reporting

8.2.2. Project Tasks - Budgeting and Planning

The tasks and responsibilities listed below are required for OpenGov and Customer to successfully complete the OpenGov Budgeting and Planning Suite implementation.

8.2.2.1. Initiate

Functionality	Description
Documentation Receipt	Customer to provide OpenGov: • Budget export • Examples of the documentation currently provided to department, • Budget schedule, • Management budget reports example
OpenGov University Budget	During the initial phase, OpenGov will provide system training to administrators. Training will include:



Training	• How to create ◦ a budget ◦ a proposal ◦ a worksheet ◦ add a line item ◦ reselect line items ◦ submit a budget • Reporting overview • Stories overview • Open Town Hall overview • Workforce Planning Overview
Budget and Workforce Solution Examples	OpenGov will build out examples of best practices for budgeting solutions: <i>Operating</i> • 2 budget instances in OpenGov • 2 proposals for each budget instance (Traditional and OpenGov) • 3 budget reports ◦ Operating Budget Development ◦ Operating Budget Details ◦ Operating Budget Categories • 1 budget story for review <i>Capital</i> • 1 budget instances in OpenGov • 2 proposals • 3 budget reports ◦ Capital Budget Development ◦ Capital Budget Details ◦ Capital Budget Categories • 1 capital story for review <i>Workforce Planning Shell</i> • 4 Standard cost elements ◦ Wages ◦ Insurance ◦ Retirement ◦ Taxes
Budget in Brief Examples	OpenGov will build out: • Look and feel of a Budget in Brief • Best practice templates for: ◦ Concise Budget Overview ◦ All Funds Summary ◦ General Fund Overview



8.2.2.2. Best Practices

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Budget and Workforce Solution	The Implementation Analyst will conduct a review of the examples created and work with the customer to confirm a budget format on which to move forward.
Budget in Brief Solution	The Implementation Analyst will conduct a review of the Budget in Brief template and work with Customer to confirm format and approach.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.2.2.3. Configure

Functionality	Description
Base Budget File	OpenGov will configure and upload Customer's base budget file into OpenGov.
Budget Configuration	Based on the Review and Confirmation phase OpenGov OpenGov will set up Customer's preferred budget format: <i>Operating</i> • 1 Budget instance • 2 Proposals (Department) • Corresponding worksheets (single, fund, division, or function) • 1 standard budget Story template <i>Capital</i> • 1 Budget instance • 2 Proposals (Department or Project) • Corresponding worksheets (single, fund, division, or function) • 1 standard capital Story template Based on the review of the Workforce Planning Shell and with the guidance of the Implementation Analyst, Customer will: • Buildout remaining cost elements • Populate position template • Validate Workforce calculation



Budget Configuration Working Sessions	OpenGov will hold working sessions between the Implementation Analyst and Customer for the purpose of validating, reviewing, and iterating upon draft budget instances. Session will focus on: • Set up • Structure • Workflow • User access
Administrator Budget Management Training	OpenGov will provide 1, 60-Minute training sessions to enable Customer's Budget Administrators to manage and maintain their OpenGov budgets including: • User access • Approval workflow • Cloning • Phases • Proposal status
Dataset and View Configuration	OpenGov will set up 1 export and dataset view to enable budget reports
Budget Report(s)	OpenGov will set up 6 budget reports to include: <i>Operating</i> • Operating Budget Milestones • Operating Budget Development • Operating Budget Details • Operating Budget Categories <i>Capital</i> • Capital Budget Development • Capital Budget Details • Capital Budget Categories • Capital Plan Report
Budget Exports and Reporting Training	OpenGov will provide 1, 60-Minute training sessions to enable Customer to own, manage and maintain their OpenGov Budget Data and Reports including: • Exports • Dataset views • Reports
Budget in Brief Configuration and Training Session	OpenGov will setup initial OpenGov standard Budget in Brief template shell chosen from examples defined above • Administrator training ◦ One 60-Minute session for training:



	■ Using and Copying from Template(s) ■ How Datasets and Reports work in Stories ■ How the Budget in Brief works with Transparency Portal ■ Preparing for updating and ongoing use ● OpenGov will provide working sessions for OpenGov to consult with Customer on Online Budget Book, scheduled as needed. <i>(Not to exceed more than 5 sessions unless agreed upon by openGov Project Manager and Customer.)</i> Customer administrators will complete budget in brief and corresponding project users, and admins/users will add content
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8.2.2.4. Validation

Functionality	Description
Validation of Configured Budgets	The OpenGov Project Manager and Analyst will confirm with Customer's Project Lead that all budget proposals are configured properly based on the agreed upon format.

8.2.2.5. Deploy

Functionality	Description
Internal Budget User Training	OpenGov will provide 1, 60-Minute training sessions to enable Customer's internal users to understand budgeting requirements.
Sign Off	Customer will provide written sign off that all Budgets and reports have been configured based on agreed upon formats.

8.3. Financial Integrations

8.3.1. Financial Integration Deliverables

Functionality	Description
Financial Integration	OpenGov will work with Customer's IT Staff and Project Team to setup a one way data integration from Komtek to OpenGov



8.3.2. Financial Integration Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the Financial Integrations with OpenGov.

8.3.2.1. Initiate

Functionality	Description
Solution Review	OpenGov will review the proposed solution with Customer - Functionalities to be Integrated - Actuals (Revenue and Expenses) - Budget - Integration Approach - Database Connect / Agent Install - SFTP (File Transfer) - OpenGov Assumes: - The data will be linked to the Customer's COA. - Integration is unidirectional from the Customer's accounting software into OpenGov.
Data Files [SFTP]	Customer will provide the data in the required format associated with the functionalities - Data Files for Historical Years - Data Files for Current Year - Automate the file transfers into the OpenGov SFTP location
Data Analysis	OpenGov will perform the data analysis - To align with the required functionalities - To align with the COA

8.3.2.2. Configuration

Functionality	Description
Integration Setup	OpenGov will perform the following - Installation of Agent (Database Integrations) - Database View Deployment (Database Integrations) - SFTP Setup (SFTP Data Migrations) - Sample File Format (SFTP Data Migrations) - OpenGov Assumes: - OpenGov will require assistance from Customer to understand source system specific customizations and configurations when building the data extract. When OpenGov is not able to access or extract data as per



	requirements, Customer should provide the data files in CSV format into OpenGov FTP Location. When the source accounting software is hosted by a third party vendor on behalf of Customer, Customer is responsible for brokering OpenGov's access to Customer's data residing at the vendor's premises in accordance with OpenGov's data formatting requirements.
Configuration and Testing	OpenGov will perform the Configuration to - Extract, Transform (when required) and load the data - Build Reports for the required functionalities - Initial validation of data

8.3.2.3. Validation

Functionality	Description
Data Validation	OpenGov team to work with Customer to - Validate the historical data - Validate the current year data - OpenGov Assumes: - Customer will provide data to validate against (PDF Export). Data should be received prior to the start of the integration. - OpenGov will perform the validation for data accuracy for the Integration, working jointly with Customer team to approve the Financial Integration data.

8.3.2.4. Deploy

Functionality	Description
Deployment and Wrap Up	OpenGov will perform the Configuration to - Schedule the current year data load - Train the administrators - Monitor the data load
Sign Off	Customer will complete OpenGov-provided sign off document acknowledging



	• Accuracy of the data for historical years and current year associated with the functionalities • Accuracy Reports associated with the functionalities • Adequately trained on the Integration Functionalities
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9. Acceptance

9.1. Acceptance Process

All Deliverables require acceptance from the Customer Project Manager(s) following the completion of Deliverables and upon Project Closure. Customer is responsible for conducting any additional review or testing of such Deliverable pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverable. Upon completion of these phases, the OpenGov Project Manager shall notify the Customer Project Manager(s) and provide the necessary documents for review and sign off.

The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- OpenGov shall submit the completed Deliverables to Customer to review or test against the applicable acceptance criteria. Customer shall notify OpenGov promptly of its acceptance or rejection in accordance with the agreed upon acceptance criteria.
- Customer must accept all Deliverables that meet the applicable acceptance criteria. OpenGov Project Manager will provide the Customer Project Manager with the OpenGov Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.
- Upon completion of the phase or project, OpenGov allows Customer 10 business days to communicate that the particular Deliverable(s) does not meet Customer's requirements. Failure to communicate that the particular Deliverable(s) does not meet Customer's requirements will be deemed as acceptance and any further work provided to remedy Customer's complaint might incur additional cost.
- Customer shall provide to OpenGov a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. OpenGov shall make best effort to revise the non-conforming Deliverable(s) to meet the acceptance criteria and re-submit it to Customer for further review and testing.
- If the acceptance form is not received in accordance with Section 7 General Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.



9.2. Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Customer Project Manager will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive a response in accordance with Section 7 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.

10. Change Management

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Signed by OpenGov and Customer Executives approving funds.

Change documentation will be mutually agreed upon as defined in Section 7 General Assumptions of this SOW. Should that not occur, the change will be added to the next Executive Sponsor agenda for closure.

Example of changes that might arise during a deployment:

- Amending the SOW to correct an error.
- Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.



- Change in type of OpenGov resources to support the SOW. For example Subject Matter Experts to address simplifying Chart of Account structure.

CONTRACTUAL PROVISIONS ATTACHMENT

Riley County (hereinafter "County") and OpenGov. (hereinafter "Contractor") agree that the following provisions are hereby incorporated into the Agreement (also referred to as "Contract") to which it is attached and made a part thereof.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the Contract, Software Services Agreement, Order Form 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. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that contract before the end of each one year term. County shall notify Contractor 60 calendar days before the end of each one year term whether or not County is exercising its option to renew for another calendar year. , Should the County terminate the Contract under this section, County shall pay Contractor all fees due through the date of termination of the Contract.
3. **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.
4. **ARBITRATION, DAMAGES, WARRANTIES, INSURANCE DOCUMENTATION.** 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.
5. **REPRESENTATIVE'S AUTHORITY TO CONTRACT.** 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.
6. **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. Contractor's duties under the contract may not be assigned to any other entity or person without the advance written permission of County.

7. **SUBCONTRACTING.** All subcontractors must be disclosed to the County prior to the Effective Date of the Contract. All County data must reside within the continental United States throughout the term of the Contract.

8. **RECORDS, REPORTS AND INSPECTION.**

10.1. **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.

10.2. **Maintenance or 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.

9. **METHOD OF BILLING AND PAYMENT.**

9.1. **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. Except to the extent otherwise expressly stated in the Software Services Agreement, in this Contractual Provisions Attachment, or in an Order Form, (i) all obligations to pay Fees (as defined in the Software Services Agreement) are non-cancelable and all payments are non-refundable, (ii) County must pay all Fees due under all Order Forms and Statement of Work within thirty (30) days after County receives each invoice (invoices are deemed received when Contractor emails them to County's designated billing contact); (iii) the Software Service Fee (as defined in the Software Services Agreement and identified in an Order Form) shall be due annually in advance, and (iv) County must make all payments without setoffs, withholdings or deductions of any kind. Notwithstanding the foregoing, nothing in the Software Services Agreement and nothing in any Order Form shall make any payment due Contractor unless the work or service has been completed under the contract by the date of any termination or non-renewal described at paragraph 2 of this Contractual Provisions Attachment

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

9.3. **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.

9.4. **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.

10. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, , Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
11. **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.
12. **NO WAIVER OF DEFENSE. IMMUNITY OR 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.
13. **MERGER.** After any merger, sale or other transfer of Contractor assets, Contractor shall reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.
14. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Contractor to perform the services hereunder, Contractor agrees to replace that person with an individual approved by County.
15. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
16. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor

County

OPENGOV, INC.

BOARD OF COUNTY COMMISSIONERS OF
RILEY COUNTY, KANSAS

By: _____

DocuSigned by:

ATE3687D8FFE426

By: _____

Attachment: OPENGOV Statement of Work (10930 : OPENGOV Agreement)

Name: Paul Denton, CFO

John Ford, Chairman

(Seal)

ATTEST:

Rich Vargo, Riley County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

OPENGOV, INC.

Attachment: OPENGOV Statement of Work (10930 : OPENGOV Agreement)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
June 28, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:30 AM

Press Conference

1. USD 383 Primary Election - Rich Vargo (1-2 minutes)

10:00 AM

Break

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

2. Administrative Work Session

12:00 PM

Intergovernmental Luncheon

Adjournment

Announcement

The Riley County Police Department will hold a RCPD Firearms Range and Training Facility Open House from 9:00 a.m. to 11:00 a.m. on Wednesday, June 30, 2021 at 1256 Tabor Valley Road, Zeandale, Kansas.

Attachment: 06-28-21 tentative agenda (10465 : 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.



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
July 01, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:15 AM

Michael Boller, Noxious Weed Director

2. Staff update

9:30 AM

Greg McHenry, Appraiser

3. Staff update

9:55 AM

Break

10:00 AM

Amanda Smeller, Planning/Special Projects Director

4. Staff update

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

5. Administrative Work Session

10:35 AM

Tami Robison, Budget and Finance Officer

6. 2022 Budget Work Session

Adjournment

Attachment: 07-01-21 tentative agenda (10465 : 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.



EMERGENCY MANAGEMENT
Staff Update

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

STAFF REPORT

FROM: Russel Stukey Emergency Services Director

MEETING: June 24, 2021

SUBJECT: Staff Update

PRESENTER: Russel Stukey Emergency Services Director

Enclosures:

- June staff time (DOCX)



Monthly staff time report to BOCC,

May/June departmental staff have been involved in the following items:

911

- Working with Riley Co. radio user group, Ka-Comm, L3 Harris and Councilor Holeman to finish up radio system.
- Working with Eric Sivertson from KSU to upgrade radio equipment to work on the new system.
- 911 Working group monthly meeting
- Participated in L3 Harris Microwave equipment training for June 15-17th
- Signed agreement with NBAF to use a predesignated radio talkgroup on our system

Fire

- We hired a Deputy Chief of Operations Doug Russell and he started Monday June 21st
- Attended several department head meetings
- Participated in several evening sessions of county fire training
- Amended budget request and presented to BOCC
- Working with Anderson Knight Architects for fire station construction projects
- Continue to accept and process applications for volunteer firefighters
- Dealing with staff and volunteer personnel issues
- Participated in review cloud training
- Participated in several evening fire station meetings/trainings
- Worked with John Ellermann on the proper distribution of master keys for staff members
- Met with City of Riley Fire Chief Robert Echols and had a nice initial discussion
- Followed up several times on Tender 9 repair status
- Worked with Elizabeth and Alice on inaccurate Mercury article
- Responded to several emergency calls
- Assisted RCPD with drowning at Tuttle Creek Res.
- Assisted with lost person on Konza trail
- Having discussions about renumbering RCFD fire stations
- Working with RC EMS on medical first responder program

Emergency Management

- Attend KEMA Conference committee meeting
- Monitored severe weather moving through the area
- Worked on updating Planner and coordinator job descriptions
- Started preliminary planning work on storage building for EM equipment
- Amended preliminary budget request



Riley County Emergency Management

Riley County Fire District #1

115 N. 4th Street
Manhattan, Kansas 66501

Phone: 785-537-6331

Fax: 785-537-6331

www.rileycountyks.gov

- Presided over KS Emergency Management Assoc. board meeting
- Participated in radio reprogramming meeting with radio user group
- Working with departments to update their Emergency Action Guides (EAG's)
- Received new vehicle for Director, from Ka-Comm with lights sirens installed still need to get it lettered
- Participated in Riley County "training" day committee meetings
- Participate in KSU Veterinary Diagnostic Lab table top exercise
- Participated in review cloud training
- Multiple online meetings with L3 Harris working out details of spare parts list and other discrepancies
- Worked with RCPD by providing the Mobile Command Post for a suicidal subject
- Talked to Scott Fischer Ka-Comm about old radio equipment and how some of it will be used for spare parts for the tornado/storm siren system and some will go to auction or scrap iron pile
- Placed stream gauges at Riley and S. Manhattan bridge
- Observed DLX tent demo at MFD
-

Russel Stukey
Emergency Services Director

Attachment: June staff time (10928 : June Staff Time)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Agreement

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 24, 2021

SUBJECT: Indemnification and Hold Harmless Agreement

PRESENTER: Clancy Holeman, Riley County Counselor

BACKGROUND

For the past several years, beer sales have been allowed during the Kaw Valley Rodeo performances at the Riley County Fair, and only within the rodeo arena. The County Commission has conditioned such beer sales upon the approval of the Riley County Fair Board. The Riley County Fair Board has approved beer sales under those terms for the 2021 Riley County Fair.

DISCUSSION

Attached for your review and approval is a contract allowing such sales. It is in the form of an indemnity agreement with mandatory insurance provisions, to protect Riley County from any liability resulting from beer sales.

FISCAL IMPACT

There is no fiscal impact to Riley County.

RECOMMENDATION(S)

I recommend the Board sign the attached "Indemnification and Hold Harmless Agreement."

POSSIBLE MOTION(S)

A. "I move to approve the agreement."

B. "I move the Board not sign the agreement."

C. "I move the Board sign the agreement after the following changes are made..."

Enclosures:

- Indemnification and Hold Harmless Agreement (PDF)

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____ 2021, by and between Riley County, Kansas (hereinafter referred to as "County"), Riley County Fair Board (hereinafter "Fair Board"), Riley County Extension (hereinafter "Extension"), Nick Powers, DBA RC McGraws, LLC (hereinafter "Provider") and Kaw Valley Rodeo Association.

WHEREAS, there does exist a non-profit corporation known as The Kaw Valley Rodeo Association (hereinafter "Association"), which has been designated by the Fair Board as an entertainment committee. Association's objective is to promote an annual rodeo in conjunction with the Fair Board and to promote youth and other equestrian activities as more fully set forth in Association's Articles of Incorporation; and

WHEREAS, County owns certain real property within CICO park; and Fair Board has established facilities on such real property for the performance of rodeos in conjunction with the Riley County Fair; and

WHEREAS, Fair Board has approved Association's sale of cereal malt beverages (as defined by K.S.A. 41-2701, and/or beer (K.S.A. 41-102(d)) containing not more than 6% alcohol by volume during the described rodeo in 2021.

NOW THEREFORE, it is hereby agreed by and between County, Fair Board, Extension, Association and Provider as follows:

1. Association will assume the responsibilities for promoting and conducting a PRCA rodeo at the Riley County Fair rodeo facilities, in conjunction with the Riley County Fair at least three (3) nightly performances in 2021. Association's responsibilities shall include all management, production, and promotion of such rodeo.
2. If Association or its members, volunteers or Provider provide for the sale, gift, distribution, serving or furnishing of cereal malt beverages (as defined by K.S.A. 41-2701, and/or beer (K.S.A. 41-102(d)) containing not more than 6% alcohol by volume during the described rodeo, such provider shall supply to the Board of Riley County Commissioners (30 calendar days in advance of such rodeo) a certificate of insurance demonstrating:

- a. Provider has in place General Liability and Liquor Liability Coverage in the amount of at least \$1,000,000 (one million dollars) per occurrence /\$2,000,000 (two million dollars) aggregate.
 - b. Provider's insurance carrier is admitted to transact business in the state of Kansas and is an "A" rated carrier.
 - c. Provider's insurance coverage is effective and in force during the foregoing rodeo.
 - d. Riley County, Kansas and its Board of County Commissioners and its members in their individual and representative capacities, Kaw Valley Rodeo Association and its members in their individual and representative capacities, Extension and its Director and members in their individual and representative capacities and Fair Board and its members in their individual and representative capacities are an additional named insured.
3. Association and Provider hereby agree to indemnify, defend and save County and its members in their individual and representative capacities, Kaw Valley Rodeo Association and its members in their individual and representative capacities, Extension and its Director and members in their individual and representative capacities and Fair Board and its members in their individual and representative capacities harmless of and from any and all claims, demands, losses, expenses, reasonable attorney fees, causes of actions, judgments, and liability relating in any way to Association's or its members', volunteers', or Provider's provision of cereal malt beverage (as defined by K.S.A. 41-2701, and/or beer (K.S.A. 41-102(d)) containing not more than 6% alcohol by volume) during the Riley County Fair of 2021.

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

John Ford, Chair

Greg McKinley, Vice-Chair

Kathryn Ford, Member

ATTEST:

Rich Vargo, County Clerk

(seal)

Randy Holle
 Randy Holle, President
 Kaw Valley Rodeo Association

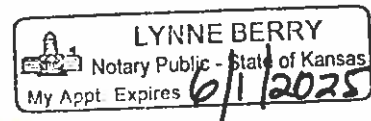
6-17-2021
 Date

State of Kansas)
 County of Riley)

This instrument was acknowledged before me on 6/17/21 by Randy Holle.

Lynne Berry
 Notary Public

My appointment expires: 6/1/2025



Danielle Anderson
 Danielle Anderson, Chair
 Riley County Fair Board

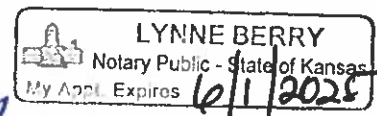
6-15-21
 Date

State of Kansas)
 County of Riley)

This instrument was acknowledged before me on 6/15/21 by Danielle Anderson

Lynne Berry
 Notary Public

My appointment expires: 6/1/2025



Gary Fike
 Gary Fike, Director
 Riley County Extension

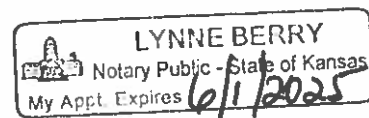
6/17/21
 Date

State of Kansas)
 County of Riley)

This instrument was acknowledged before me on 6/17/21 by Gary Fike

Lynne Berry
 Notary Public

My appointment expires: 6/1/2025



Attachment: Indemnification and Hold Harmless Agreement (10924 : Agreement)

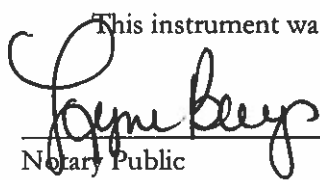


Nick Powers, DBA RC McGraws, LLC
Provider

6-2-21

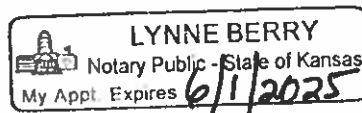
Date

State of Kansas)
County of Riley)

This instrument was acknowledged before me on 6/2/21 by Nick Powers.


Notary Public

My appointment expires: 6/1/2025





IT/GIS
Staff Update

Kevin Howser
IT/GIS Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6305

STAFF REPORT

FROM: Kevin Howser
MEETING: June 24, 2021
SUBJECT: IT/GIS Staff Update - June 2021
PRESENTER: Kevin Howser

Commissioners,

The last month has been spent working on internal projects, as well as continued progress on department/countywide projects. Here are some highlights of the past month:

Information Technology (IT)

- Continued COVID 19 related work, including Splashtop remote access installs, assistance with Zoom and BOCC meetings, emergency Website updates, etc.
- Assist District Court with setup/staging of courtroom for Jury Trial.
- Assist with 2021 Tax Sale hardware needs.
- Continue with 2022 IT/GIS Budget finalization.
- 2021 hardware swaps continue - Comm Corr, Public Works.
- Install new Komtek client software on applicable machines.
- Complete deployment of additional Election related Security measures.
- Work with RCHD on Vaccine Refrigerator monitoring issues.
- Work to secure Microsoft Training vouchers before the program expires.
- Assist with automatic door locking to adjust for new Federal Holiday.
- Continue researching options regarding potential AS400 replacement or remote hosting of our Komtek environment.
- Continue discussion with county PIO/Civic Plus on the 2021 refresh of the Riley County Website. Will be working changes thru DH meetings, then bring to BOCC.

- Continue ongoing work with new PIO/HR staff on review/update of unfinished IT Policies, which has been delayed by Covid related work.
- Continue review of Microsoft Office upgrade strategy, which was delayed by Covid - needs to be done in 2021 on a departmental basis, with the least possible disruption.
- Completed monthly transfer of SVQs & Deeds to the State, the transfer of City Specials to Komtek/Newlook, and various customer requested phone programming changes.
- Ongoing account activation/deactivation, answering of help desk calls, Komtek/AS400 backups, resolution of user issues, swap of older/replacement of failed equipment, etc.

Geographic Information Systems (GIS)

- Update Plats for Northeast Middle School, Northwing Addition.
- Continued Tax Sale assistance - redeem properties as requested.
- Print updated City of MHK Voting Precinct maps for upcoming election activities.
- Troubleshoot/work with IT on defective Orion SQL Job issues.
- Provide Census 2010 and Census 2020 Estimated data to Appraiser's office for City of Riley stats they are assembling.
- Work with Pott Co GIS on MHK annexation #7526 in Pott Co (updated MHK boundary).
- Work with City GIS and RCPD to clarify/correct a retired address where someone is illegally living, using the old address, and calling for 911 services.
- Continue work with NPGS on new way to backup ArcGIS Online data - in process.
- Covid Contact Tracing - user set up, weekly Covid public Response Hub site updates.
- Download/test latest NG911 toolbox; make monthly NG911 data submissions.
- Misc. work orders; Lot of Record, Ag Use changes, Zoning updates, etc.

**Signed,
Kevin Howser**

Enclosures:



COMMUNITY CORRECTIONS
Grant

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

COMMISSION AGENDA REPORT

FROM: Shelly Williams, Director, Riley County Community Corrections

MEETING: June 24, 2021

SUBJECT: Staff Update & County Alcohol Funding

PRESENTER: Shelly Williams, Director, Riley County Community Corrections

BACKGROUND

County Alcohol Tax Funds are dollars collected from establishments within the county. These dollars are to be allocated to alcohol education and prevention programming. The Riley County Board of County Commissioners empowered the Joint Corrections Advisory Board to request proposals for County Alcohol Tax funds, review the proposals and make recommendations to the Commission for funding. County Alcohol Tax funds are administered per K.S.A.79-41a04.

Jessie Hubbard with our office charted out past year's funding allocations, income, disbursements and the year-end balance for the County Alcohol Tax fund.

DISCUSSION

The Joint Corrections Advisory Board met on April 29th, reviewed the applications and approved recommendations for the Commission. The April balance of the County Alcohol Fund was \$3,762.73.

We want to highlight the great funding partners we have in...

Caroline Peine Foundation

Replaced a tire for client to be able to get to/from work & appointments.

Daniel Keating Foundation

Paid for meals for children recently placed into PPC

Continues to pay for stipends for Protective Homes

Greater Manhattan Community Foundation

Recently paid for translation services and also for prescription medication for clients

Hired 5 new on-call officers for JIAS and have held two trainings to-date.

FISCAL IMPACT

Riley County Special Tax Allocation History				
Year Funds Requested/Disbursed	Blue Valley Booster Club	Friends of Riley County	Ogden Community Center	Riley County Community Corrections
CY11 Requested	\$ 650.00			
CY11 Approved	\$ 750.00	\$ 1,125.00	\$ 1,500.00	
CY12 Requested	\$ 750.00	\$ 3,000.00	\$ 2,000.00	
CY12 Approved	\$ 600.00	\$ 1,125.00	\$ 2,000.00	
CY13 Requested	\$ 600.00			
CY13 Approved	\$ 595.00	\$ 1,595.00	\$ 2,500.00	
CY14 Requested	\$ 750.00	\$ 3,000.00	\$ 2,800.00	
CY14 Approved	\$ 560.00	\$ 1,365.00	\$ 1,950.00	
CY15 Per/Student	\$ 7.00	\$ 7.00		
CY15 Requested				
CY15 Approved		\$ 2,020.00	\$ 2,400.00	
CY15 Per/Student		\$ 8.00		
CY16 Requested	\$ 750.00			
CY16 Approved	\$ 400.00	\$ 1,600.00	\$ 1,600.00	
CY16 Per/Student	\$ 8.00	\$ 8.00	\$ 8.00	
CY17 Requested	\$ 750.00	\$ 5,000.00	\$ 2,050.00	
CY17 Approved	\$ 700.00	\$ 2,000.00	\$ 2,050.00	
CY17 Per/Student	\$ 10.00	\$ 10.00		
CY17 # of ppl served	75	200	250-300	
CY18 Requested	\$ 750.00	\$ 5,000.00	\$ 2,600.00	
CY18 Approved	\$ 750.00	\$ 2,000.00		
CY18 Per/Student	\$ 10.00	\$ 10.00		
CY18 # of ppl served	75	200	300	
CY19 Requested	\$ 750.00	\$ 5,000.00	\$ 2,600.00	
CY19 Approved	\$ 750.00	\$ 2,000.00	\$ 2,600.00	
CY19 Per/Student	\$ 10.00	\$ 10.00		
CY19 # of ppl served	75	200	300+	
CY20 Requested	\$ 900.00	\$ 5,000.00	\$ 2,500.00	\$ 2,400.00
CY20 Approved	\$ 250.00	\$ 500.00	\$ 2,000.00	\$ 1,900.00
CY21 Requested			\$ 2,500.00	
CY21 Approved			\$ 2,500.00	

RECOMMENDATION(S)

The Joint Corrections Advisory Board made the following recommendations for funding to the BOCC:

Fund the Ogden Youth Center's request of \$2,500.00 for CY21.

POSSIBLE MOTION(S)

Move to approve the Joint Corrections Advisory Board's recommendation to fund the Ogden Youth Center out of the County Alcohol Funds in the amount of \$2,500.00

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- CY21 Riley County Alcohol Tax Grant (DOC)

21st Judicial District Joint Corrections Advisory Board
2021 Riley County Alcohol Tax Application
K.S.A. 79-41a04

Agency Ogden Community Center

Address 220 Willow St. PO Box 366 Ogden, KS 66517

Contact Person Kim Romanski Email: occ@ogden-ks.gov Phone 785-537-0351

Total Program Cost \$ 10416.00 Grant Funds Requested \$ \$2500.00

Estimated Number of Participants/Clients to be served: 300

Proposed Starting Date May 2021 Ending Date April 2022

- Please identify how your program will reduce the use and/or abuse of alcohol and/or other substances and provide education on risks of substance abuse and/or provide programming/treatment of substances (i.e. Fatal Vision Programs).**

Underage drinking is a serious public health problem in the United States and the Ogden Community is no exception. The younger a person is when he or she begins using alcohol, the more likely he or she is to use other drugs. The consequences of underage drinking and drug use can effect everyone and it is not simply a problem for some communities but is a nationwide concern.

The Youth in the Ogden Community are offered a variety of programs and activities such as Youth Nights, Youth Sports Scholarships, Dances, After School Tutoring Program, Family Fun Nights, and Barbecues. During all these programs participants will be presented with information on the harmful effects of underage drinking as well as drug use. Prevention information is presented in many different ways such as bulletin boards, handouts, guest speakers, videos, and other informational tools will be used to get the message across to each participant. These programs are led by community volunteers, Ogden Community Center staff, and members from our Youth Night Program.

Currently there are very few programs being offered in our community to educate our youth about the harmful effects of alcohol and other drug use. We feel that without these programs many of our participants will not receive the information they need to say "NO" to drugs and alcohol.

- Please provide a detailed explanation of how the County Alcohol funds you are seeking will enhance your program.**

With the help of this organization we can fill our mission of being able to purchase the various items needed to keep these programs such as equipment, supplies and food for events.

- Please specify how you measure performance or effectiveness of the programming being offered with County Alcohol Funds.**

Attachment: CY21 Riley County Alcohol Tax Grant (10927 : Staff Update)

As in the past we are still working with our local youth group, churches, parents and volunteers to keep these programs going. We are working to bring more programs to the center for the youth to use. We are offering art nights, craft nights, family movie nights and more so they have a positive atmosphere they can be in. All events are supervised by adult volunteers which makes for a safe and positive environment.

We will continue with the monitoring of these programs and their effectiveness with our youth throughout the year.

We have seen the effectiveness of these programs by seeing more and more youth participation in our activities with not only family but with fellow friends. They see the joy of having fun without having to risk their minds and body to harmful substances. The amount of safe friendly spaces for conversations about hard subjects is a growing trend we need to continue with your support.

4. Please list other funding sources and amounts that assist with the program that you are requesting County Alcohol Funds.

VFW Post 11374: \$400

City of Ogden:

Donation of Rental Costs- \$2000

Monetary Donations- \$600

Employee Salaries for Events- \$4416

House of Hope:

Food Donations- \$500

We also utilize the free resources and materials from programs such as Meth Watch and the Foundation for a Drug Free World.

Although 2020 was a challenging year for all, we have tried to keep our youth involved in events and activities. The number of events has been kept at a minimum and all safety precautions have been put in place. Social distancing, temperature checks, sign-in sheets (tracing records for RCHD), mask requirements and sanitizing stations are a daily requirement. The number of participants was closely monitored on a daily basis.

The Joint Corrections Advisory Board will evaluate all proposals to ensure conformance with K.S.A. 79-41a04 (d)(2) along with the community needs, programs and services to best address abuse of alcohol and/or drugs.

Submit this application via email to swilliams@rileycountyks.gov
Applications are due by 5pm on Wednesday, April 7th, 2021.



COUNTY CLERK & ELECTIONS
Presentation

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

MEMORANDUM

FROM: Alice Massimi

MEETING: June 24, 2021

SUBJECT: Monthly Public Information Officer Update

PRESENTER: Alice Massimi

Throughout the past month, I have focused most of my time on the website redesign and edit. I was able to complete meetings with all of the department heads and points of contact for web pages. This past week, I finished making the necessary edits to the hundreds of web pages and officially began the redesign process.

Myself and representatives from IT, Public Works, the Health Department, the Appraiser's Office, the Treasurer's Office and Emergency Management completed Part One of CivicPlus website management training and will complete Part Two next week.

I also helped Planning and Development with their messaging regarding the Keats Sewer Benefit District. We created a flier and updated a letter that had previously been sent out to residents in Keats.

Additionally, I worked with several of the other departments with messaging on social media. Heat Advisory: I produced a short video detailing extreme heat safety tips. It was published on several of the county's Facebook pages.

Safe Summer Challenge: An initiative from the Health Department I posted graphics and a video to Facebook and the Health Department's Instagram page.

Juneteenth closure: Due to a last-minute announcement, I sent out a press release, an alert through the website and posted a notice to social media.

Tax Foreclosure Sale: Created a short video that was posted to Facebook and added it to the calendar on the website. The calendar is a feature that in the past has mainly been used by only the Treasurers Department. I am trying to get other departments to use this feature so that our

citizens will know they can go to the calendar for the most up-to-date information regarding county events and deadlines.

Ogden Vaccine Clinic: Posts to social media and posted the clinic to the website calendar.

HHW: I have scheduled several posts to promote the services HHW offers, such as free latex paint, Howie's HHW Monthly Recycling Event and the freebie shelf.

Historical Museum: We are posting various historical photos and information on the Museum's Facebook and Instagram accounts. This month we've highlighted a display in honor of the 31st anniversary of the Americans with Disabilities Act, Flag Day and Juneteenth.

Elections: Scheduling messaging on Facebook to inform the community of the upcoming election and quickly approaching deadlines.

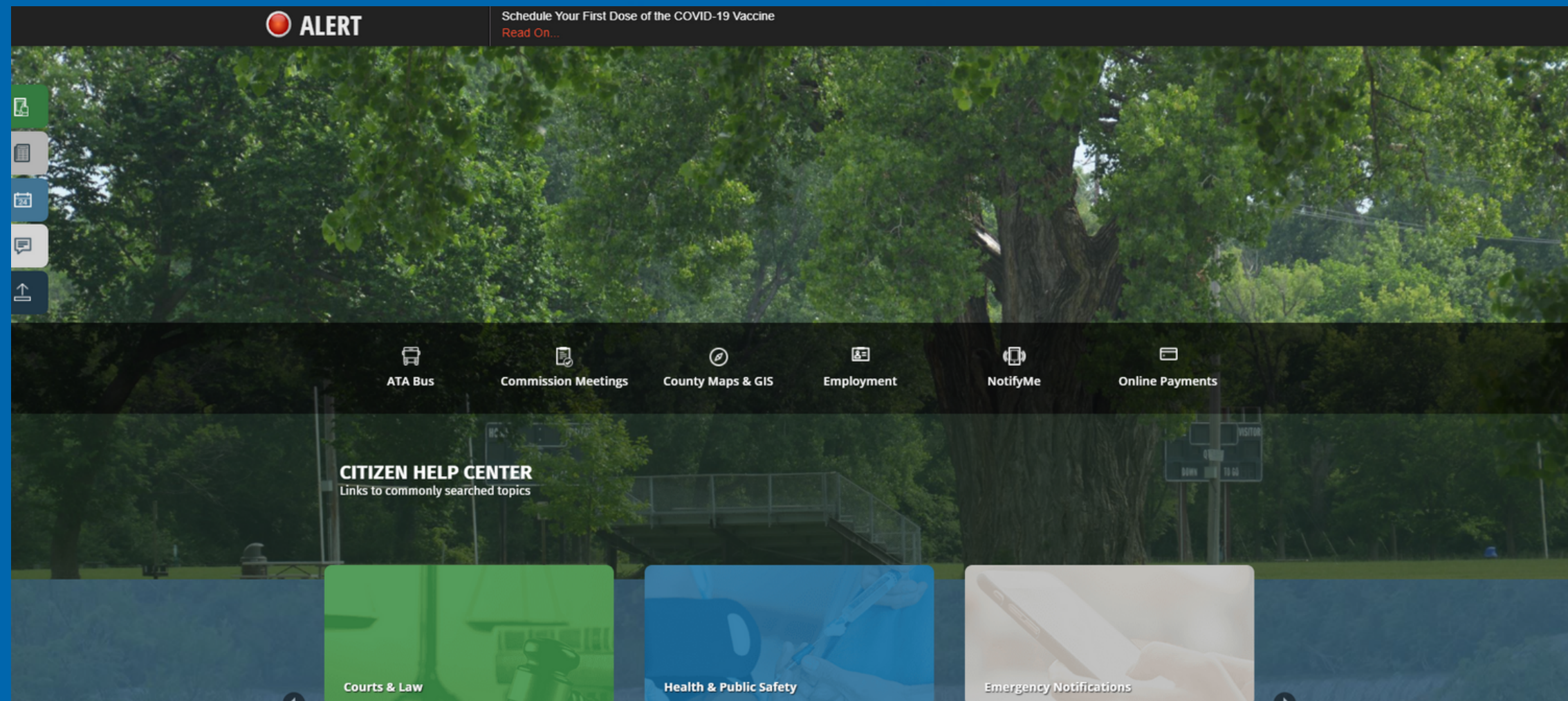
I have also been working on a communication manual for Riley County. It will include a process for media requests and posting to social media. The goal of these documents is to ensure all communication, and public relations efforts are cohesive, consistent and effective.

Enclosures:

- PUBLIC INFORMATION OFFICER UPDATE (PDF)



PUBLIC INFORMATION OFFICER UPDATE



WEBSITE REDESIGN

- COMPLETED MEETINGS WITH DEPARTMENT HEADS
- COMPLETED EDITS
- OFFICIALLY BEGAN THE REDESIGN PROCESS
- BEGAN CIVIC PLUS WEB MANAGEMENT TRAINING



HELPED P & D CRAFT A LETTER AND FLIER FOR KEATS SEWER BENEFIT DISTRICT



KEATS SEWER BENEFIT DISTRICT



The average lifespan of a septic system is 18-23 years. When older Keats systems fail, lots will be too small for a replacement septic system.

HOMEOWNERS CAN...

Do nothing

Run out of space for new septic systems on your property

No septic system = uninhabitable home



Support the Keats Sewer Benefit District Project

Infrastructure would cost an estimated \$2.79 million and last 75 years

Continue to live in your home for a long, long time

MESSAGING ON SOCIAL MEDIA FOR:

- USD 383 ELECTION
- HEAT ADVISORY
- JUNETEENTH CLOSURE (PRESS RELEASE)
- TAX FORECLOSURE SALE
- OGDEN VACCINE CLINIC
- HHW SERVICES
- SAFE SUMMER CHALLENGE
- HISTORICAL MUSEUM





**ANY QUESTIONS OR
CONCERNS?**



PLANNING & DEVELOPMENT
Public Hearing

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

RESOLUTION

FROM: Bob Isaac, Planner

MEETING: June 24, 2021

SUBJECT: Public Hearing to replat Lots 122, 123, and 124 of University Park into one (1) 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 14, 2021, the Riley County Planning Board approved the Final Plat of University Park Unit 14, a replat of Lots 122, 123, and 124, making a finding that the proposed request is

consistent with the Riley County Subdivision Regulations, Riley County Zoning Regulations and Sanitary Code.

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of University Park Unit 14, 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 062421-___ acknowledging the approved Final Plat of University Park Unit 14 and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat.

Or

B. Motion to sign Resolution 062421-___ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of University Park Unit 14, as it has been determined that it does not meet the requirements of the Riley County Subdivision Regulations.

ATTACHMENT(S):

- Staff report
- Maps
- Excerpt of Planning Board minutes

Enclosures:

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



PLANNING & DEVELOPMENT

STAFF REPORT

Replat

PETITION: #21-0037 Replat

APPLICANT: Josephine A Zahner
7203 Bayview Cir
Manhattan, KS 66503

PROPERTY OWNER: Same as above.

TYPE OF REQUEST: Replat Lots 122, 123, and 124 of University Park into one (1) lot.

SIZE OF TRACT: The subject site is approximately .88 acres.

LOCATION: Generally located approximately 385 feet northeast of the intersection of Bayview Circle and Rimrock Drive, on the east side of Bayview Circle; Section 12, Township 8 South, Range 6 East; Sherman Township.

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



BACKGROUND: The subject property was platted as Lots 122, 123, and 124 of University Park, in September 1959. The applicant wishes to combine the lots in order to construct an accessory structure on existing Lot 124.

DESCRIPTION:

Physical site characteristics: The lot is currently developed with a single family residence on existing Lot 122, with multiple mature trees surrounding the property.

General character of the area: The general character of the area is a mix of developed and vacant suburban density single family residential lots.

SUITABILITY OF ZONING:

Zoning History: The subject site was zoned “A-1” (Single Family Residential) during the 1974 Zoning Conversion Process. The “A-1” zoning designation was renamed “SF-1” (Single Family Residential) in May 2012. There are no variances, conditional or special uses associated with the site.

SURROUNDING ZONING/LAND USE		
	ADJACENT ZONING	LAND USE
NORTH	N/A	U.S. Army Corps of Engineers
SOUTH	“SF-1” (Single Family Residential)	Residential
EAST	“SF-1” (Single Family Residential)	Residential
WEST	“SF-1” (Single Family Residential)	Residential

POTENTIAL IMPACT:

Public Facilities and Services:

Streets and bridges: The subject property has direct access to Bayview Circle, gravel a two-lane local road (cul-de-sac) maintained by the Township.

Water and sewer: The site is served by central water and central sewer through University Park (county benefit district).

Fire: Riley County Fire District #1 will serve the site. The nearest County fire station is the University Park 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 an adverse impact on public facilities and/or services.

COMMENTS AND CONCERNS:

ENVIRONMENTAL HEALTH: The Riley County Environmental Health Specialist reviewed the request and reported that the property is served by University Park central sewer and water systems; thus, the request meets the Riley County Sanitary Code.

COUNTY ENGINEER: The Riley County Engineer reviewed the request and had no comments.

EMERGENCY MANAGEMENT: The Riley County Rural Fire Chief reviewed the request and reported no concerns.

RILEY COUNTY PLANNING BOARD:

On June 14, 2021, the Riley County Planning Board held a public hearing and approved the request to replat Lots 122, 123, and 124 of University Park (subdivision) into one (1) lot, to be known as University Park Unit Fourteen, as it was determined to meet the requirements of the Riley County Subdivision Regulations, Zoning Regulations and Sanitary Code.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of University Park Unit 14, 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 062421-___ acknowledging the approved Final Plat of University Park Unit 14 and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat.

Or

B. Motion to sign Resolution 062421-___ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of University Park Unit 14, as it has been determined that it does not meet the requirements of the Riley County Subdivision Regulations.

ATTACHMENTS:

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

Prepared by: Bob Isaac, Planner
June 15, 2021



VICINITY AND SITE

Zahner

#21-0037
Replat

University Park
Unit 14

12-8-6

 1000' Buffer
 Site



VICINITY



SURROUNDING ZONING

Zahner

#21-0037
Replat

University Park
Unit 14

12-8-6

 1000' Buffer
 Site

- AG Agricultural
- AG-R AG/Residential
- B-1 Two Family Residential
- B-2 Multiple Family Residential
- B-3 Mobile Home Park
- C-3 General Business
- C-4 Highway Business
- D-1 Industrial Park
- D-2 Light Industrial
- D-3 Heavy Industrial
- Fort Riley
- N-1 Noise Hazard
- PUD Planned Unit Development
- SF-1 Single Family Residential
- SF-2 Single Family Residential
- SF-3 Single Family Residential
- SF-4 Single Family Residential
- SF-5 Single Family Residential
- U University
- Special Zoning:
 - Conditional Use
 - Special Use
 - Variance



FIRE STATIONS

Zahner

#21-0037
Replat

University Park
Unit 14

12-8-6



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 (10925 : University Park Unit 14)

SITE



Bayview Cir

Hackberry Cir

Locust Ln

Bison Ln

Canyon Cir

Hawthorne Ln

Rimrock Dr

Lakeview Dr

Redbud Dr

Mound Ridge Rd

Anita Dr

Hi-View Dr

High Ridge Dr

Lakeside Dr

Summit Ridge Dr

University Park
Fire Station



DESCRIPTION:

Lots 122, 123, and 124, University Park, an Addition to Riley County, Kansas.

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 the owner of the land hereon described on this plat, and that said owner has 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 _____, 2021.

JOSEPHINE A. ZAHNER

NOTARY CERTIFICATE

STATE OF KANSAS)
COUNTY OF RILEY) SS

BE IT REMEMBERED, that on this _____ day of _____ A.D. 2021, before me, the undersigned, a notary public in and for the County and State aforesaid, came _____

JOSEPHINE A. ZAHNER

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 _____, 2021.
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. 2021, at _____ o'clock
_____.M. and duly recorded in Book _____ on Page _____.

Register of Deeds

Deputy

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: _____

APPROVAL OF COUNTY OFFICERS

STATE OF KANSAS)
COUNTY OF RILEY) SS

County Engineer

County Counselor

Environmental Health Specialist

RILEY COUNTY
PLANNING BOARD CERTIFICATE

STATE OF KANSAS)
COUNTY OF RILEY) SS

Approved this _____ day of _____ A.D. 2021.

Riley County Planning Board.

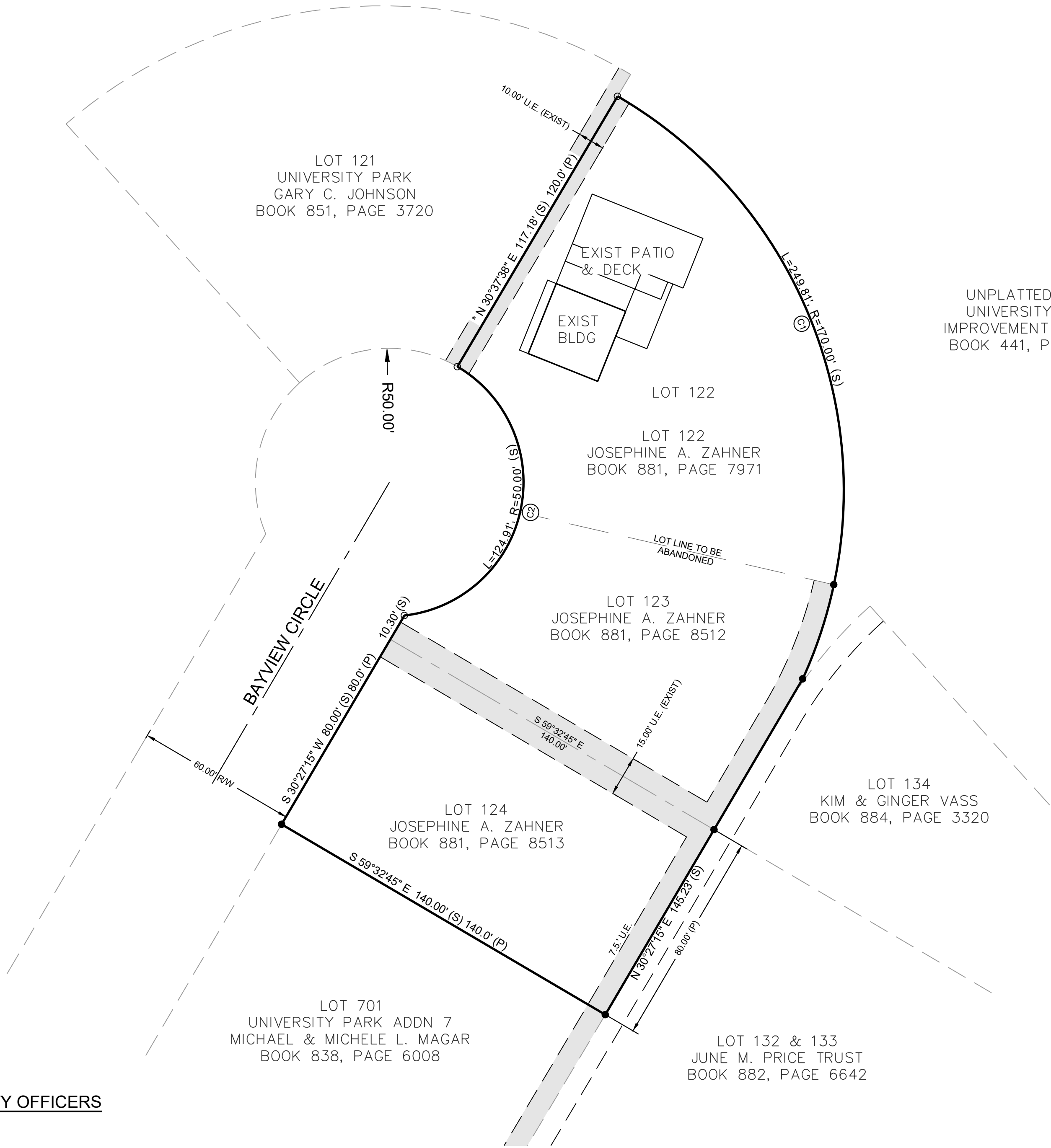
Chairperson

Member

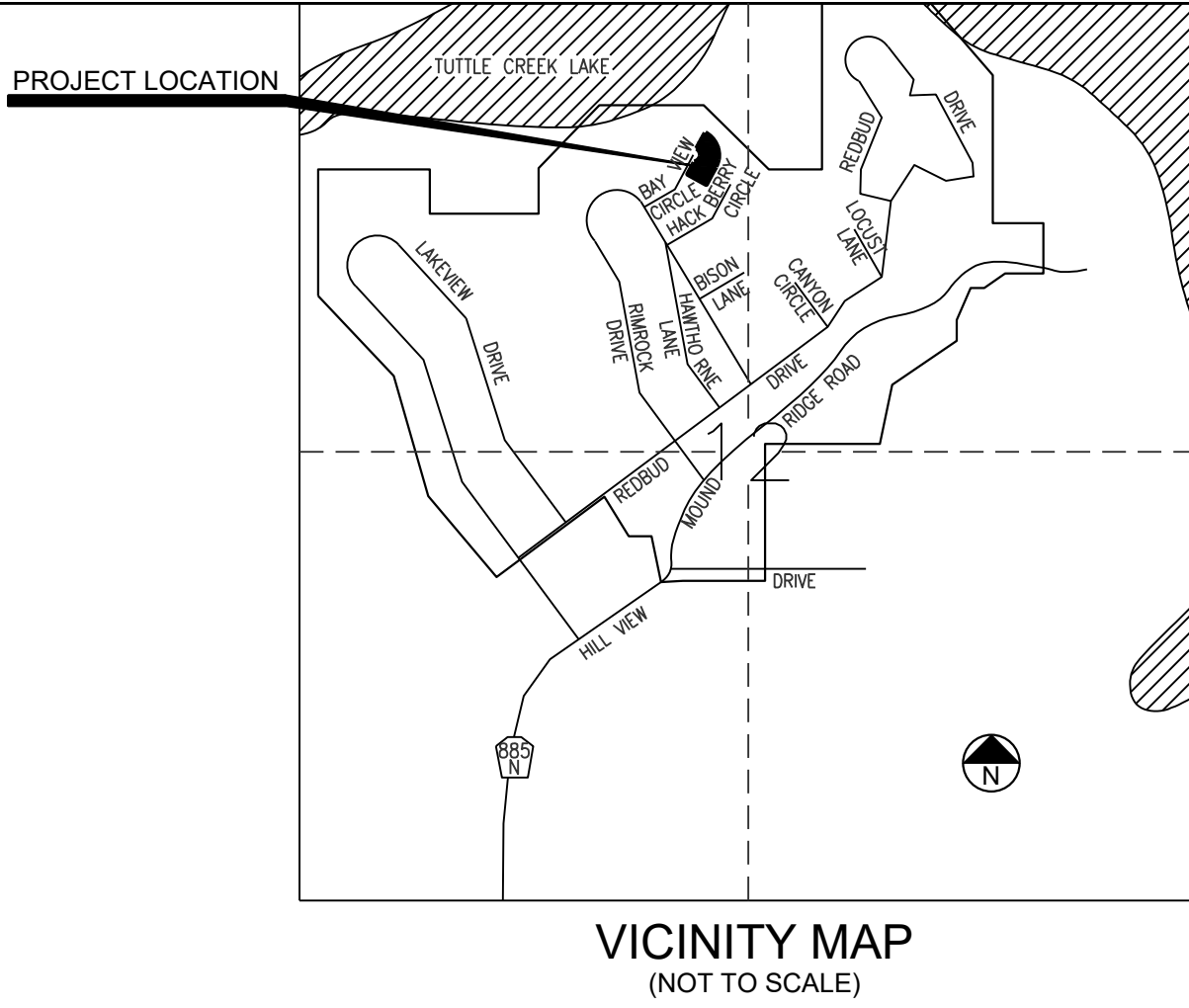
Member

Member

Member



UNPLATTED LAND
UNIVERSITY PARK
IMPROVEMENT DISTRICT
BOOK 441, PAGE 499



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 881, Page 7971, Book 881, Pages 8512-8513, Register of Deeds Office, Riley County, Kansas.
All building setback requirements shall be determined by the zoning district, unless otherwise noted.
Zoning: "SF-1" Single Family Residential

Floodplain Note:
Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain; FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20161C0175G, effective date, March 16, 2015, and Community Panel Number 20161C0250G, 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.

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 and Specifications. 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.



SCALE: 1" = 30'

LEGEND	
○	Monument Found (1/2" Rebar), Origin: University Park Addition
●	1/2"x24" Rebar w/CLS66 Cap Set
①	Curve Number
•	Assumed Bearing
(S)	Surveyed Dimension
U.E.	Utility Easement
	Utility Easement Hatch
	Abandoned Lotlines & Bearings

CURVE DATA						
NO.	RADIUS	ARC	CHORD	DELTA	TANGENT	BEARING
C1	170.00	249.81	227.94	84°11'50"	153.60	N17° 37' 57"W
C2	50.00	124.91	94.87	143°08'10"	150.03	S12° 02' 10"W

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., 2021.

SMH Consultants
By: Tim Sloan

Tim Sloan, P.S.
Vice-President



Final Plat
UNIVERSITY PARK,
UNIT 14
A Re-Plat of Lots 122-124, University
Park, 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
Overland Park, KS P: (913) 444-9815 • Colorado Springs, CO P: (719) 465-2145
Drawn By: JEH Project # 2104-0170 DD #TDS85

MAY 2021

EXCERPT OF MINUTES RILEY COUNTY PLANNING BOARD

June 14, 2021

Page 1

Zahner – Replat

Chairman Taul opened the public hearing at the request of Josephine A. Zahner, petitioner and owner, to replat Lots 122, 123, and 124 of University Park (subdivision) into a one (1) lot in Sherman Township, Section 12, Township 8 South, Range 6 East, in Riley County, Kansas.

Bob Isaac presented the request stating the subject was platted as Lots 122, 123, and 124 of University Park, in September 1959. The applicant wishes to combine the lots in order to construct an accessory structure on existing Lot 124.

Staff recommended that the Planning Board approve the Final Plat of University Park Unit Fourteen, as it has been determined to meet the minimum requirements of the Riley County Zoning and Subdivision Regulations and Sanitary Code.

Chairman Taul opened the public hearing and asked if the applicant wanted to speak.

Joann Zahner stated the accessory structure will add value to the property and this will be her retirement home.

There were no proponents or opponents.

John Wienck moved to close the public hearing. Diane Hoobler seconded. Carried 4-0.

John Wienck moved to approve the request to replat Lots 122, 123, and 124 of University Park (subdivision) into a one (1) lot, for reasons stated in the staff report.

Diane Hoobler seconded. Carried 4-0.

Mr. Isaac announced that the Board of County Commissioners would hear the request on June 24, 2021, at 10:20 am, in the County Commission Chambers.

RESOLUTION NO. 062421-**A RESOLUTION APPROVING THE UNIVERSITY PARK, UNIT 14 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 University Park, Unit 14; 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 14, 2021; and

WHEREAS, the Riley County Planning Board, after making a determination that said plat meets the minimum requirements of the Riley County Subdivision 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 University Park, Unit 14 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 24th day of June, 2021.

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

John Ford, Chair

Greg McKinley, Vice Chair

Kathryn G. Focke, Member

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: Resolution (10925 : University Park Unit 14)