



**Board of Riley County
Commissioners
Regular Meeting
Agenda
September 21, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. 2022 Management Representation letter with James Gordon & Associates CPA, P.A.
4. Riley County Shared Leave Request Form
5. Sign Riley County Employee Action Form(s)
6. Approve payroll/accounts payables (when completed)

Review Minutes

7. Board of Riley County Commissioners - Regular Meeting - Sep 18, 2023 8:30 AM

Review Tentative Agenda

8. Tentative Agenda

Press Conference Topics

9. Discuss Press Conference

9:00 AM

Shelley Woodard, Deputy County Counselor

10. Executive session for preliminary discussions relating to the acquisition of real property

9:30 AM

Shelley Woodard, Deputy County Counselor

11. Administrative Work Session
12. Executive session to discuss confidential legal advice regarding potential litigation issues

9:50 AM

Diane Hoobler

13. Proposed Mural for Fire St. 101 Zeandale
- 10:00 AM Gary Fike, County Extension Director**
14. General Extension Staff Update
- 10:15 AM Brian Peete, RCPD Director**
15. RCPD update
- 10:30 AM Bob Isaac, Planner**
16. Replat Lots 11, 12, and 13 of Vista Acres into two (2) lots.
- 10:45 AM Bob Isaac, Planner**
17. Replat Lots 1 thru 5 and 9 thru 12, Block 9, Lakeside Heights, into one (1) lot.
- 11:00 AM Elizabeth Ward, Human Resources Director**
18. Rapid Paycard Contract Approval
- 4:00 PM Joint City/County/County Meeting (at City Offices)**
19. City/County/County Meeting Agenda
- Adjournment**

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



COUNTY CLERK & ELECTIONS
Letter

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

COMMISSION AGENDA REPORT

FROM: Jacob Kujath, CPA, James Gordon & Associates CPA, P.A.

MEETING: September 21, 2023

SUBJECT: 2022 Management Representation letter with James Gordon & Associates CPA, P.A.

PRESENTER: Brittany Phillips, Budget & Finance Officer

POSSIBLE MOTION(S)

Move to sign the 2022 Management Representation Letter with James Gordon & Associates CPA, P.A.

Enclosures:

- 09-21-23 2022 Mgmt Rep letter Audit 2022 (PDF)



BOARD OF COMMISSIONERS

115 N. 4th Street, 1st Floor
Manhattan, Kansas 6650
Phone: 785-565-684
Fax: 785-565-684
E-mail: boccc@rileycountyks.go

James Gordon & Associates CPA, P.A.
Commerce Bank Tower
727 Poyntz Avenue
Manhattan, Kansas 66502

This representation letter is provided in connection with your audit of the financial statement of Riley County, Kansas (the County), which comprises the Statement of Receipts, Expenditures, and Unencumbered Cash – Regulatory Basis as of December 31, 2022 and for the year then ended, and the related notes to the financial statement, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in conformity with a special purpose framework consistent with the basis of cash receipts and disbursements as adjusted, to show compliance with cash basis and budget laws of the State of Kansas, as regulated by the State in the Kansas Municipal Audit and Accounting Guide (KMAAG), which is a regulatory basis of accounting other than accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of the independent auditor's report, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated December 13, 2022, including our responsibility for the preparation and fair presentation of the financial statement in conformity with KMAAG and for preparation of the required-required supplementary information (RRSI) in accordance with the applicable criteria.
- 2) The financial statement referred to above are fairly presented in conformity with a special purpose framework consistent with the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of the State of Kansas and include all properly classified funds and other financial information of the primary government required by the KMAAG to be included in the financial reporting entity.

- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with KMAAG.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
- 8) We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the accounts.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. KMAAG.
- 10) Guarantees, whether written or oral, under which the County is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the County from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of the County or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.

- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the County and involves—
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the County's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the names of the County's related parties and all the related party relationships and transactions, including any side agreements.

Government-specific

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the objectives of the audit and whether related recommendations have been implemented.
- 21) The County has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 22) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 23) We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
- 24) There are no violations or possible violations of budget, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt

covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance other than those disclosed in the audit.

- 25) As part of your audit, you assisted with preparation of the financial statements and disclosures and schedule of expenditures of federal awards. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and disclosures and schedule of expenditures of federal awards.
- 26) In regard to the financial statement preparation and other non-attest services services performed by you, we have—
 - 1) Assumed all management responsibilities.
 - 2) Designated Rich Vargo, who has suitable skill, knowledge, or experience to oversee the services.
 - 3) Evaluated the adequacy and results of the services performed.
 - 4) Accepted responsibility for the results of the services.
 - 5) Ensured that the data and records are complete, and we have sufficient information to oversee the services.
- 27) The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 28) The County has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 29) Expenditures have been appropriately classified in or allocated to functions and programs, and allocations have been made on a reasonable basis.
- 30) Receipts are appropriately classified.
- 31) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 32) Deposits and investment securities and derivative instrument transactions are properly classified as to risk and are properly disclosed.
- 33) Management has chosen to include the financial information for the following special districts in its financial statement:
 - Fire District
 - University Park Water and Sewer District
 - Hunter's Island Water District
 - Moehlman Bottoms Water District
 - Terra Heights Sewer Maintenance District
 - Valleywood Combined Operations District

- Konza Water District
 - Deep Creek Sewer Fund
 - Mertz/McGehee Drainage
 - Carson Sewer Fund
 - Lakeside Heights Sewer Fund
- 34) We acknowledge our responsibility for the required supplementary information (RRSI). The RRSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RRSI.
- 35) With respect to the RRSI:
- a) We acknowledge our responsibility for presenting the RRSI in accordance with KMAAG and we believe the RRSI, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the RRSI have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the RRSI is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- 36) With respect to federal award programs:
- a) We are responsible for understanding and complying with and have complied with, the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
 - b) We acknowledge our responsibility for preparing and presenting the schedule of expenditures of federal awards (SEFA) and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
 - c) If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.

- d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- e) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- f) We are responsible for establishing, designing, implementing, and maintaining, and have established, designed, implemented, and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- g) We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h) We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i) We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the OMB Compliance Supplement, relating to federal awards and confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- j) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.

- l) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).
- m) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n) We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t) We have charged costs to federal awards in accordance with applicable cost principles.
- u) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- v) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- w) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.

- x) We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.
- y) We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

Chairwoman

Member

Member



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director
MEETING: September 21, 2023
SUBJECT: Riley County Shared Leave Request Form
PRESENTER: Elizabeth Ward, Human Resources Director

POSSIBLE MOTION(S)

Move to approve the Riley County Shared Leave Request Form.

Enclosures:



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: September 21, 2023

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2023-09 KMangum EAF (DOCX)
- 2023-08 Fire NDavis EAF (DOCX)
- 2023-09 Temp Elections RJohnson EAF (DOCX)
- 2023-09 Temp Elections MLarson EAF (DOCX)
- 2023-09 Temp Elections JAhrens EAF (DOCX)
- 2023-09 Temp Elections DTaber EAF (DOCX)
- 2023-09 Temp Elections CGilman EAF (DOCX)
- 2023-09 Temp Elections CPtacek EAF (DOCX)
- 2023-09 Temp Elections BJohnson EAF (DOCX)
- 2023-09 Temp Elections ADaley EAF (DOCX)
- 2023-09 Elections PT SNeaves EAF (DOCX)
- 2023-09 Elections PT AModin EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Katherine Mangum**Status Change Date:** 09/29/2023**Status Change:** New Hire**Date of Hire:** 09/29/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Administrative Assistant I**Position Type:** Full Time**Pay Range:** 4**Pay Type:** Hourly**Base Rate:** \$18.84**Annualized Pay:** \$39,187.20**Funds Codes:** Attorney [1]**Supervisor:** Kimberly Lenhart**Department Head:** Barry Wilkerson

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-09 KMangum EAF (13748 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Nathaniel Davis**Status Change Date:** 08/25/2023**Status Change:** New Hire**Date of Hire:** 08/25/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-08 Fire NDavis EAF (13748 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Rick Johnson**Status Change Date:** 09/18/2023**Status Change:** New Hire**Date of Hire:** 09/18/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Election Board Worker**Position Type:** As-Needed**Pay Range:** TEMP**Pay Type:** STIPEND**Base Rate:** By Position**Annualized Pay:** \$0.00**Funds Codes:** 19-Election**Supervisor:** Susan Boller**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-09 Temp Elections RJohnson EAF (13748 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Marisa Larson**Status Change Date:** 09/18/2023**Status Change:** New Hire**Date of Hire:** 09/18/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Election Board Worker**Position Type:** As-Needed**Pay Range:** TEMP**Pay Type:** STIPEND**Base Rate:** By Position**Annualized Pay:** \$0.00**Funds Codes:** 19-Election**Supervisor:** Susan Boller**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-09 Temp Elections MLarson EAF (13748 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Judith Ahrens**Status Change Date:** 09/18/2023**Status Change:** New Hire**Date of Hire:** 09/18/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Election Board Worker**Position Type:** As-Needed**Pay Range:** TEMP**Pay Type:** STIPEND**Base Rate:** By Position**Annualized Pay:** \$0.00**Funds Codes:** 19-Election**Supervisor:** Susan Boller**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-09 Temp Elections JAhrens EAF (13748 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Dennise Taber**Status Change Date:** 09/18/2023**Status Change:** New Hire**Date of Hire:** 09/18/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Election Board Worker**Position Type:** As-Needed**Pay Range:** TEMP**Pay Type:** STIPEND**Base Rate:** By Position**Annualized Pay:** \$0.00**Funds Codes:** 19-Election**Supervisor:** Susan Boller**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-09 Temp Elections DTaber EAF (13748 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Coty Gilman**Status Change Date:** 09/18/2023**Status Change:** New Hire**Date of Hire:** 09/18/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Election Board Worker**Position Type:** As-Needed**Pay Range:** TEMP**Pay Type:** STIPEND**Base Rate:** By Position**Annualized Pay:** \$0.00**Funds Codes:** 19-Election**Supervisor:** Susan Boller**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-09 Temp Elections CGilman EAF (13748 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Corey Ptacek**Status Change Date:** 09/18/2023**Status Change:** New Hire**Date of Hire:** 09/18/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Election Board Worker**Position Type:** As-Needed**Pay Range:** TEMP**Pay Type:** STIPEND**Base Rate:** By Position**Annualized Pay:** \$0.00**Funds Codes:** 19-Election**Supervisor:** Susan Boller**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-09 Temp Elections CPTacek EAF (13748 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Barbara Johnson**Status Change Date:** 09/18/2023**Status Change:** New Hire**Date of Hire:** 09/18/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Election Board Worker**Position Type:** As-Needed**Pay Range:** TEMP**Pay Type:** STIPEND**Base Rate:** By Position**Annualized Pay:** \$0.00**Funds Codes:** 19-Election**Supervisor:** Susan Boller**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-09 Temp Elections BJohnson EAF (13748 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Alysha Daley**Status Change Date:** 09/18/2023**Status Change:** New Hire**Date of Hire:** 09/18/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Election Board Worker**Position Type:** As-Needed**Pay Range:** TEMP**Pay Type:** STIPEND**Base Rate:** By Position**Annualized Pay:** \$0.00**Funds Codes:** 19-Election**Supervisor:** Susan Boller**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-09 Temp Elections ADaley EAF (13748 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Sabrina Nevares**Status Change Date:** 09/21/2023**Status Change:** New Hire**Date of Hire:** 09/21/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Elections Clerical Assistant**Position Type:** Part-Time**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$15.00**Annualized Pay:** \$15,000**Funds Codes:** County General [1], Election [19]**Supervisor:** Anita Cook**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-09 Elections PT SNevaras EAF (13748 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Ava Modin**Status Change Date:** 09/21/2023**Status Change:** New Hire**Date of Hire:** 09/21/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Elections Clerical Assistant**Position Type:** Part-Time**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$15.00**Annualized Pay:** \$15,000**Funds Codes:** County General [1], Election [19]**Supervisor:** Anita Cook**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-09 Elections PT AModin EAF (13748 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
September 25, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. National Community Planning Month Proclamation

Review Minutes

Press Conference Topics

Review Tentative Agenda

9:00 AM

Shelley Woodard, Deputy County Counselor

2. Agreement with Randolph

9:15 AM

Lori Feldkamp, Big Lakes Developmental Center Director

3. Big Lakes Developmental Center update

9:30 AM

Press Conference

4. Presentation of retirement plaque to Craig Cox - Kathryn Focke (3 minutes)
5. Presentation of the National Community Planning Month Proclamation - Kathryn Focke and Amanda Webb (3 minutes)

9:40 AM

Amanda Webb, Planning/Special Projects Director

6. Comprehensive Plan update

10:10 AM

Shelley Woodard, Deputy County Counselor

7. Administrative Work Session

10:30 AM

Shelley Woodard, Deputy County Counselor

Attachment: 09-25-23 tentative agenda (12872 : Tentative Agenda)

8. Public hearing for special assessments for Lakeside Heights Sewer District #3 and University Park Water District #4

11:00 AM Shelly Williams, Community Corrections Director

9. Juvenile Services FY23 Carryover Budget

12:00 PM Intergovernmental Luncheon

Adjournment

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

Attachment: 09-25-23 tentative agenda (12872 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
September 28, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

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

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

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

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:20 AM

Barry Wilkerson, County Attorney

1. Staff update

9:35 AM

Cory Meyer, IT/GIS Director

2. Staff update

9:50 AM

Shelly Williams, Community Corrections Director

3. Staff update

10:05 AM

Vivienne Leyva, PIO

4. PIO update

10:20 AM

Anna Burson, Appraiser

5. Staff update

10:35 AM

Shelley Woodard, Deputy County Counselor

6. Administrative Work Session

Adjournment

Attachment: 09-28-23 tentative agenda (12872 : Tentative Agenda)

Announcement

Good Morning Manhattan will be held today 7:15 a.m. - 8:30 a.m. at the Four Points by Sheraton, 530 Richards Drive.

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



**EMERGENCY
MANAGEMENT/FIRE**
Discussion

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

COMMISSION AGENDA REPORT

FROM: Russel Stukey RCFD #1 Fire Chief
MEETING: September 21, 2023
SUBJECT: Proposed Mural for Fire St. 101 Zeandale
PRESENTER: Diane Hoobler

Diane Hoobler with the "Friends of the Zeandale Community" organization would like to talk to the BOCC about having a mural placed on the north exterior wall of the fire station. She will have an example of what the mural will look like to share with the commission to get approval to move forward in the process.

Enclosures:



EXTENSION
Staff Update

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

STAFF REPORT

FROM: Gary Fike
MEETING: September 21, 2023
SUBJECT: General Extension Staff Update
PRESENTER: Gary Fike

County Extension Director Gary Fike will present a general staff update.

Enclosures:



PLANNING & DEVELOPMENT
Public Hearing

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

RESOLUTION

FROM: Bob Isaac, Planner

MEETING: September 21, 2023

SUBJECT: Replat Lots 11, 12, and 13 of Vista Acres into two (2) lots.

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 September 11, 2023, the Riley County Planning Board approved the Final Plat of Vista Acres No. 5, making a finding that the proposed request is consistent with the Riley County Land Development Regulations.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Vista Acres No. 5, 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 092123-_____ acknowledging the approved Final Plat of Vista Acres No. 5 and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that all the requirements of the Riley County Land Development Regulations have been met.

Or

B. Motion to sign Resolution 092123-_____ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Vista Acres No. 5, as it was determined that all the requirements of the Riley County Land Development Regulations or the Sanitary Code have not been met.

ATTACHMENT(S):

- Staff report
- Maps
- Excerpt of Planning Board minutes

Enclosures:

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



PLANNING & DEVELOPMENT

STAFF REPORT

Replat

PETITION: #23-045

APPLICANT: Barry R. Wilkerson
5000 Canyon Rd.
Manhattan, KS 66503

PROPERTY OWNERS: Barry R. Wilkerson
5000 Canyon Rd.
Manhattan KS 66503-8410
Mason D. & Alysha M. Schlegel
5008 Canyon Rd.
Manhattan KS 66503

REQUEST: Replat Lots 11, 12, and 13 of Vista Acres into two (2) lots.

SIZE OF TRACT: The subject site is approximately 2.66 acres.

LOCATION: Generally located at the northeast corner of the intersection of Canyon Road and Tuttle Cove Road; Section 23, Township 9 South, Range 7 East; Grant Township.

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



BACKGROUND: The subject property was platted as Lots 11, 12 & 13 of Vista Acres in August 1960. Lots 11 and 12 are owned by Mr. Wilkerson, while Lot 13 is owned by Mr. and Mrs. Schlegel. Lots 11 and 13 developed with single family residences. The property owners involved in the petition wish to adjust the common property line between Lots 12 and 13, to increase the lot size of Lot 13. There is also a utility easement running along the common property line between Lots 11 and 12 that is proposed to be vacated with the proposed replat. Lot 11 and the remainder of Lot 12 will be combined into a single lot, while roughly the northern portion of Lot 12 and all of Lot 13 will be combined into a single lot, creating a two-lot subdivision development. There is no requirement to rezone the property as part of this request.

DESCRIPTION:

Physical site characteristics: The subject site consists of three (3) platted lots, with Lots 11 and 13 developed with single family residences.

General character of the area: The general character of the area is low-density suburban residential.

SUITABILITY OF ZONING:

Zoning History: The property was zoned A-1 Petition #17 Zoning Conversion Process 1974. The name of the zoning district changed to SF-1 (Single Family Residential) in May 2012. The name of the zoning district was changed once again to SF-2 (Single Family Residential) in January 2022.

Current Zoning: The subject property is currently zoned SF-2 (Single Family Residential). There are no variances, special uses or conditional uses associated with the site.

SURROUNDING ZONING/LAND USE		
	ADJACENT ZONING	LAND USE
NORTH	SF-2 (Single Family Residential)	Residential (developed)
SOUTH	SF-1 (Single Family Residential)	Residential (developed)
EAST	SF-2 (Single Family Residential)	Residential (developed)
WEST	SF-2 (Single Family Residential)	Residential (developed)

POTENTIAL IMPACT:

Public Facilities and Services:

Streets and bridges: Existing Lot 11 abuts and has direct access to Tuttle Cove Road, a paved, two-lane local road maintained by the County. Existing Lot 13 abuts Canyon Road and has access to Tuttle Cove via a recorded travel easement across existing Lots 11 and 12. There are no new entrances proposed with this request.

Water and sewer: Existing Lots 11 and 13 are served by Rural Water District #1 and private on-site septic/lateral wastewater systems.

Fire: Riley County Fire District #1 will serve the site. The nearest County Fire Station is the Tuttle Creek Fire Station located at 4120 Hwy 13. 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 services.

Effect on nearby property: It is not anticipated that the proposed development will have an adverse impact on nearby property or areas determined to be environmentally sensitive.

Easements to be Vacated:

There is a request to vacate a portion of the utility easement running along the common property line between existing Lot 11 and Lot 12.

Signed Utility Release forms were provided by BG Consultants to all persons, entities and/or utility companies, having property rights or interests in the utility easement, as shown on the plat of Vista Acres No. 5, to be vacated by this replat. The utility providers in the area have affirmed no existing use of or future interest in this easement and is shown as such on the proposed replat. There were no objections to vacating the aforementioned utility easement.

COMMENTS AND CONCERNS:

ENVIRONMENTAL HEALTH: Riley County records show that each of the septic tanks that serve the homes on the subject property have been pumped and inspected within the last five years. A successful Environmental System Evaluation was completed on the system serving Lot 13 in June 2020. The subject property is in compliance with the Riley County Sanitary Code.

COUNTY ENGINEER: The County Engineer has reviewed the request and reported that Public Works has no concerns with this replat. He also waived the requirement for a traffic study and a drainage study.

EMERGENCY MANAGEMENT: Riley County Emergency Management has reviewed the request and reported that RCFD#1 has no concerns with the proposed replat project.

TOWNSHIP TRUSTEE: The Grant Township Trustee was sent a Development Review Memo; there was no reply.

RILEY COUNTY PLANNING BOARD

On September 11, 2023, the Riley County Planning Board approved the Final Plat of Vista Acres No. 5, making a finding that the proposed request is consistent with the Riley County Land Development Regulations.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Vista Acres No. 5, 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 092123-_____ acknowledging the approved Final Plat of Vista Acres No. 5 and accept any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that all the requirements of the Riley County Land Development Regulations have been met.

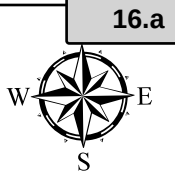
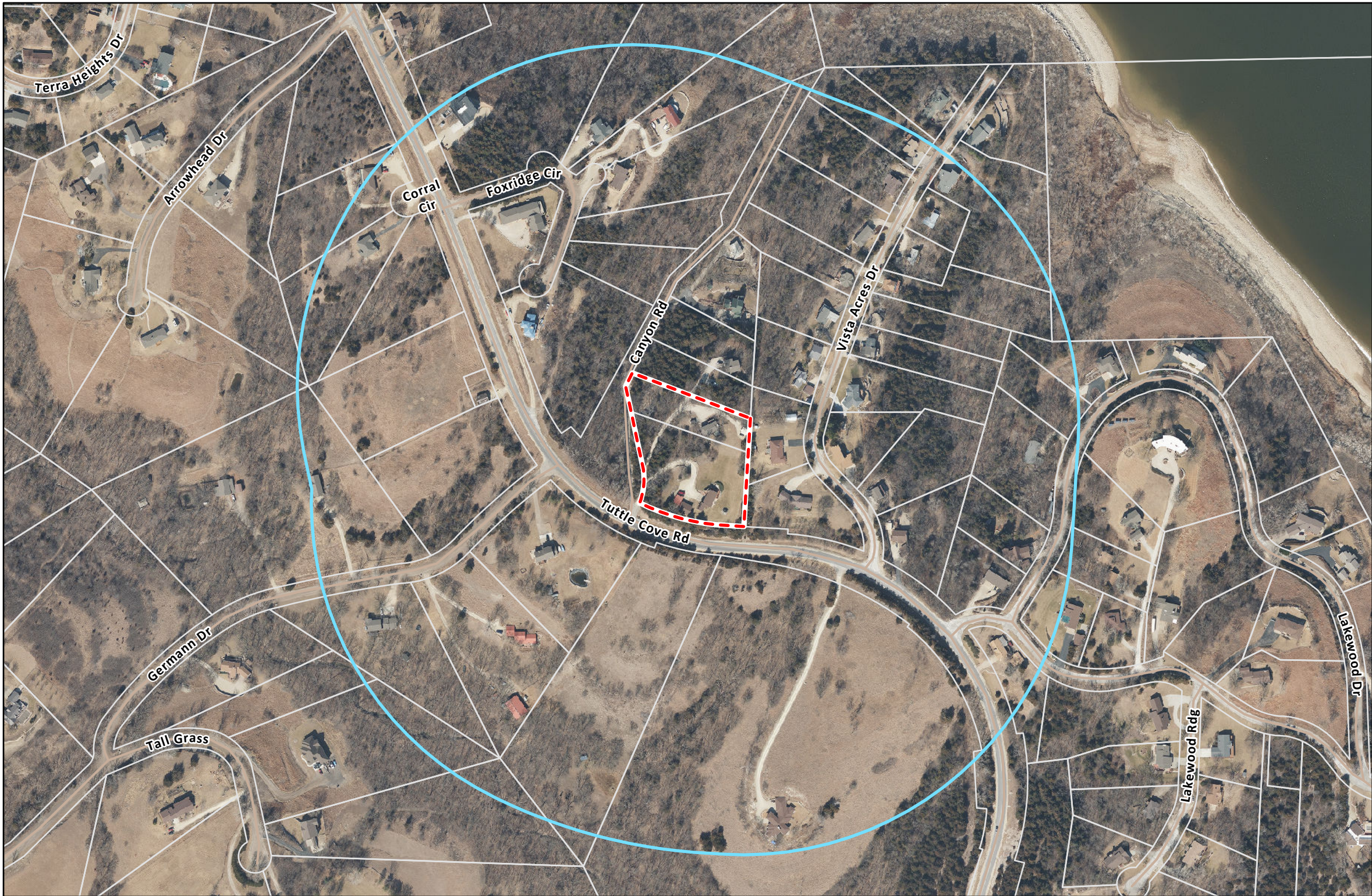
Or

- B. Motion to sign Resolution 092123-_____ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Vista Acres No. 5, as it was determined that all the requirements of the Riley County Land Development Regulations or the Sanitary Code have not been met.

ATTACHMENTS:

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

Prepared by: Bob Isaac, Planner
September 12, 2023



16.a

VICINITY AND SITE

Wilkerson
Schlegel

#23-045
Replat

Vista Acres #5

23-9-7

-  1000' Buffer
-  Site



Attachment: Staff Report (13739 : Vista Acres No. 5)



FIRE STATIONS

Wilkerson
Schlegel

#23-045
Replat

Vista Acres #5

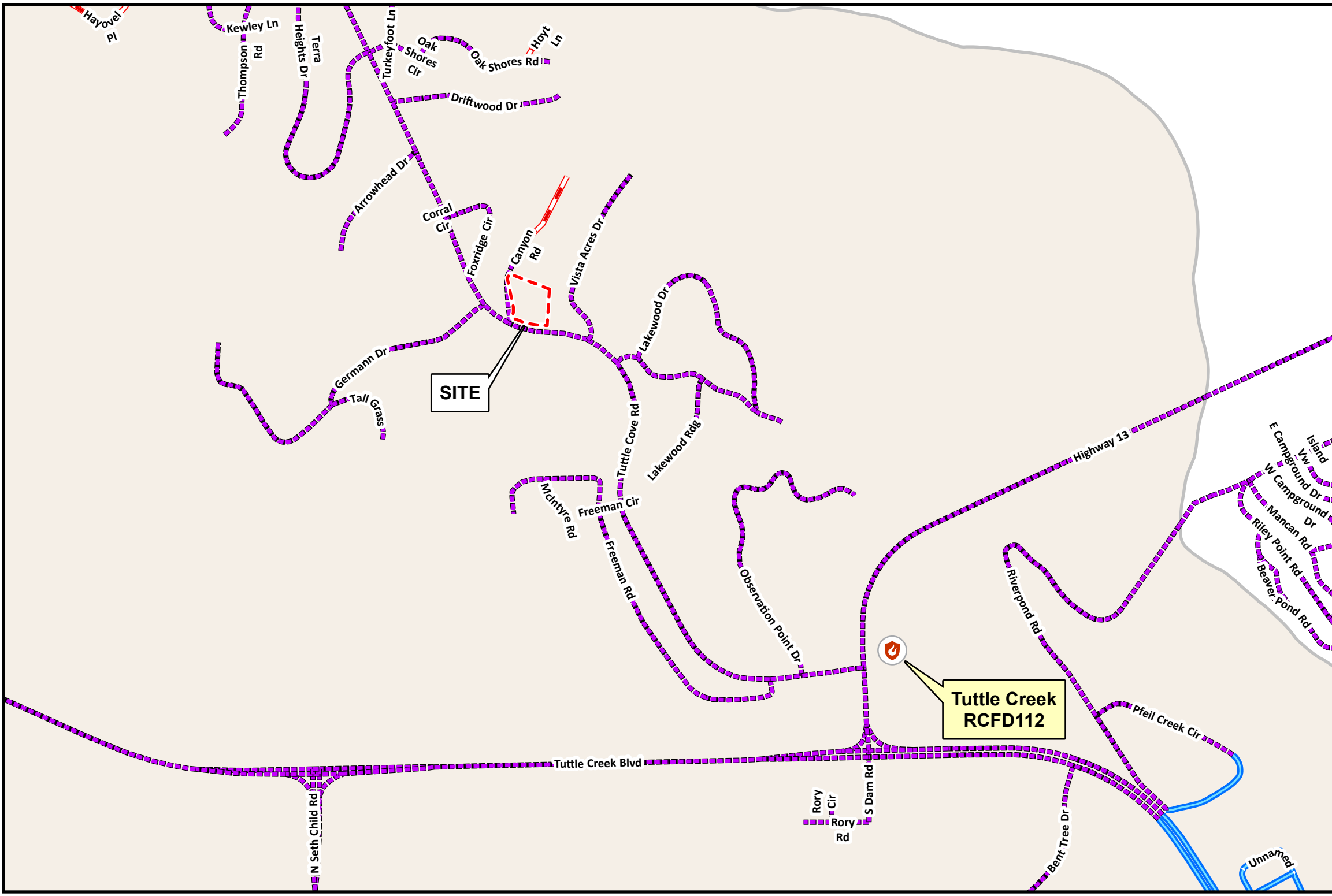
23-9-7

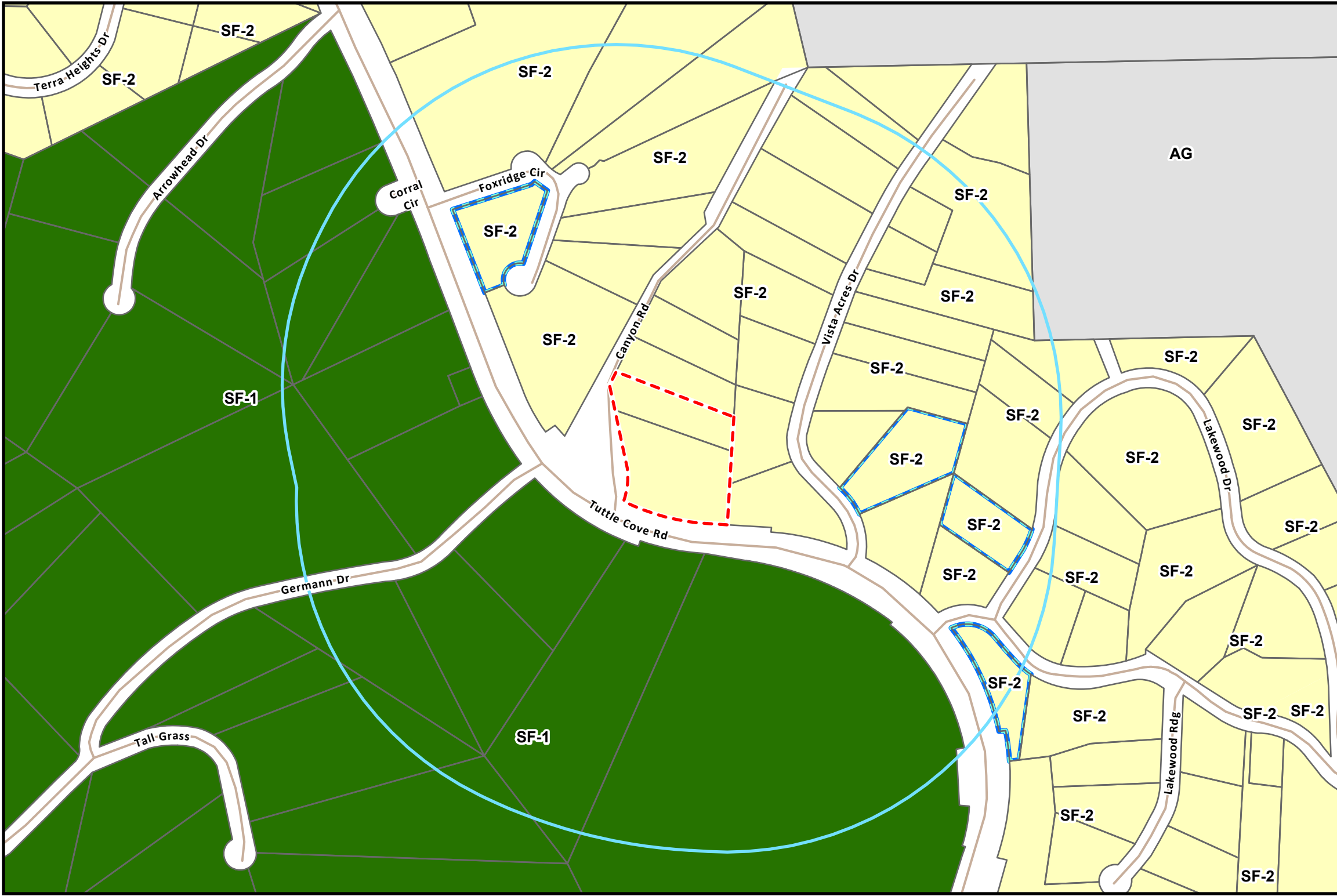
 Fire Stations

ISO Rating

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

Attachment: Staff Report (13739 : Vista Acres No. 5)





SURROUNDING ZONING

Wilkerson
Schlegel

#23-045
Replat

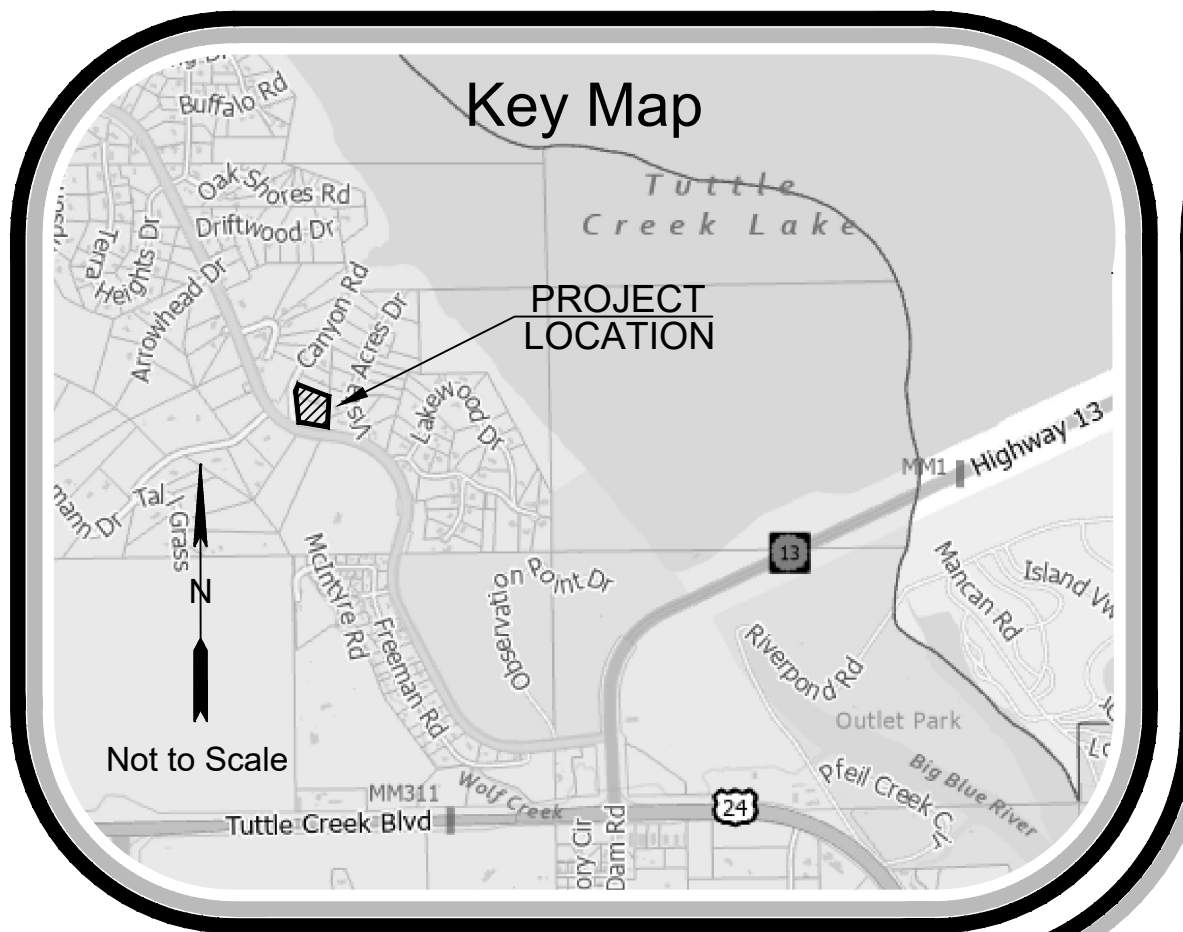
Vista Acres #5
23-9-7

1000' Buffer
Site

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

Attachment: Staff Report (13739 : Vista Acres No. 5)

Key Map



PROJECT LOCATION

SURVEY NOTES

- Bearings used on this survey are based on Kansas Regional Coordinate System Zone 8 (Manhattan)
- All dimensions shown on this plat are surveyed, unless noted otherwise.
- All found monuments are presumed to originate from the Original Plat of Vista Acres, unless noted otherwise

BUILDING SETBACK REQUIREMENTS

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

ENTRANCE PIPE

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

FLOOD NOTE

This plat lies within FEMA Flood Zone X as shown on FIRM Map Number 20161C0263G, effective 3/16/2015. FEMA Flood Zone X is defined as an Area of Minimal Flood Hazard.

VACATION NOTE

All persons, entities and/or utility companies, having property rights or interests in any alley, road/street, easement, access control or other public reservation proposed to be vacated by this plat, have affirmed no existing use or future interest in such alley, road/street, easement, access control or other public reservation, and expressed no objections to such vacation.

OWNER'S CERTIFICATE
STATE OF KANSAS) SS
COUNTY OF RILEY)

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

All street rights-of-way, if any, as shown on this plat are hereby dedicated to the public. Any easements or licenses shown on this plat are to locate, construct, and maintain or authorize the location, construction, and maintenance of poles, wires, conduits, water, gas and sewer pipes, and required drainage channels or structures upon the area marked for easements on this plat, are hereby dedicated to the public and all private improvements by the lot owner are the responsibility of the lot owner and subject to damage by those authorized to use said easement.

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

Mason D. Schlegel

Alysha M. Schlegel

ACKNOWLEDGEMENT
STATE OF KANSAS) SS
COUNTY OF RILEY)

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mason D. Schlegel and Alysha M. Schlegel, who are personally known to me to be the same person(s) who executed the foregoing Owner's Certificate, and duly acknowledged the 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.

My appointment expires: _____ **NOTARY PUBLIC** _____

OWNER'S CERTIFICATE
STATE OF KANSAS) SS
COUNTY OF RILEY)

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

All street rights-of-way, if any, as shown on this plat are hereby dedicated to the public. Any easements or licenses shown on this plat are to locate, construct, and maintain or authorize the location, construction, and maintenance of poles, wires, conduits, water, gas and sewer pipes, and required drainage channels or structures upon the area marked for easements on this plat, are hereby dedicated to the public and all private improvements by the lot owner are the responsibility of the lot owner and subject to damage by those authorized to use said easement.

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

Barry R. Wilkerson

Tonya K. Wilkerson

ACKNOWLEDGEMENT
STATE OF KANSAS) SS
COUNTY OF RILEY)

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Barry R. Wilkerson and Tonya K. Wilkerson, who are personally known to me to be the same person(s) who executed the foregoing Owner's Certificate, and duly acknowledged the 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.

My appointment expires: _____ **NOTARY PUBLIC** _____

SURVEYORS CERTIFICATE

I, the undersigned, do hereby certify that I am a Registered Professional Land 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; and that Land Development Regulations of Riley County, Kansas, have been complied with in the preparation of this plat.

Given under my hand and seal at Manhattan, Kansas

this _____ day of _____ A.D., 2023

BG Consultants, Inc.
4806 Vue Du Lac Place
Manhattan, Kansas 66503
785-537-7448

SANITARY CODE NOTE

All Lots shall be in compliance with Riley County Sanitary Code.

LEGEND

- Found 3/8" Rebar, unless noted otherwise
- Set 1/2" x 24" Iron Bar w/ "BG CONS PS 1708" Cap
- × Point Not Found or Set
- ① Proposed Lot Number
- ② Existing Lot Number
- U/E Utility Easement
- R/W Right of Way
- Ⓢ Centerline
- (p) Platted Dimension
- Existing Dwelling

UTILITY NOTE

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 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 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.

CURRENT ZONING

SF-2 (Single Family Residential)

LEGAL DESCRIPTION

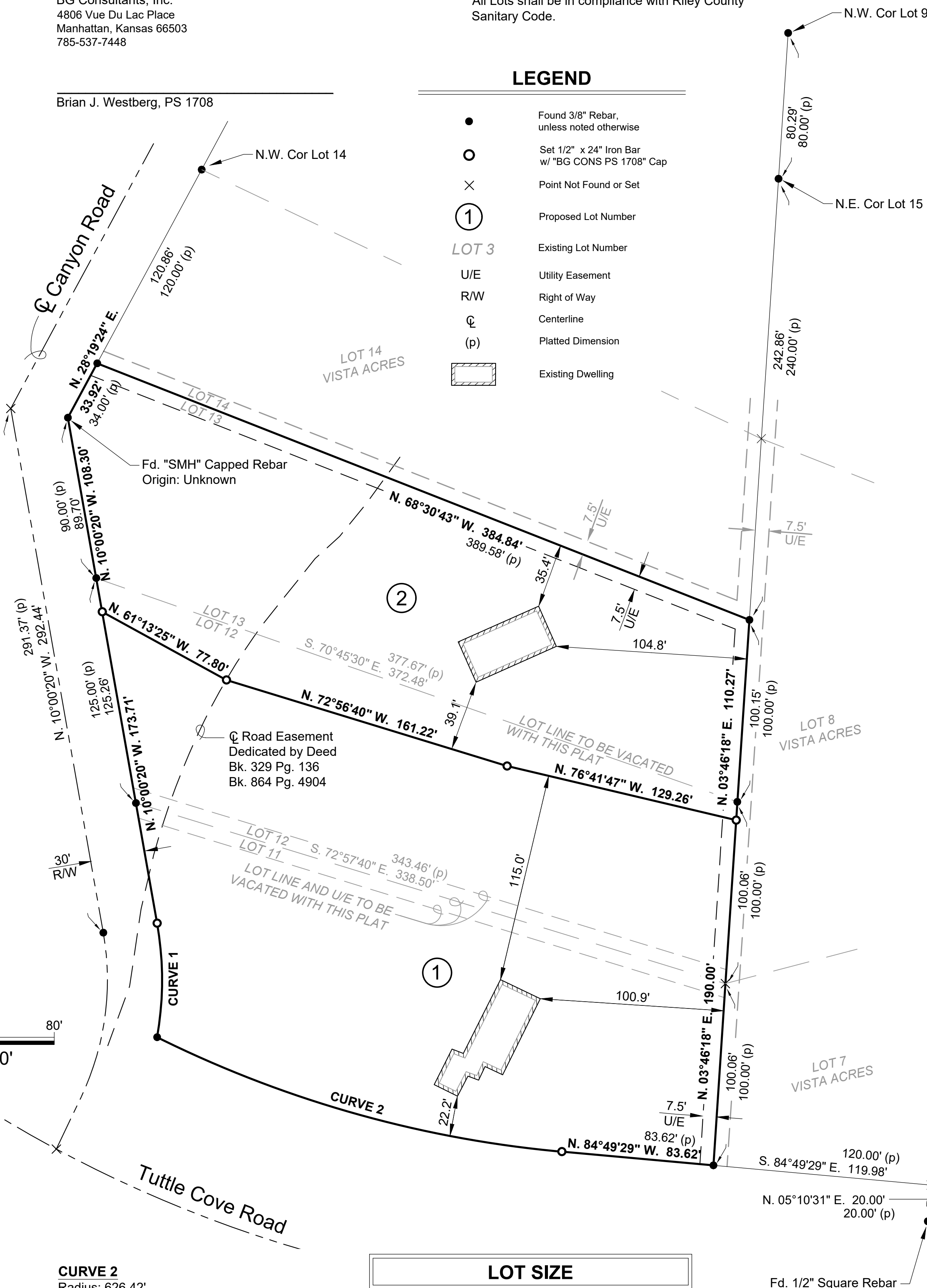
Lots 11, 12, and 13.
Vista Acres, Riley County, Kansas

CURVE 1

Radius: 180.00'
Delta: 20°02'01"
Arc Length: 62.94' (Plat: 62.9')
Chord Bearing: N 00°00'40" E
Chord Length: 62.62'

CURVE 2

Radius: 626.42'
Delta: 21°14'22"
Arc Length: 232.21'
Chord Bearing: N 74°12'18" W
Chord Length: 230.89'



LOT SIZE		
Lot Number	Square Feet	Acres
Lot 1	67,417	1.548
Lot 2	48,255	1.108
Total	115,672	2.656

CERTIFICATE OF THE COUNTY PLANNING BOARD

STATE OF KANSAS) SS
COUNTY OF RILEY)

Approved this _____ day of _____, 2023

Chairperson

Member

Member

Member

Member

CERTIFICATE OF THE COUNTY COMMISSION

STATE OF KANSAS) SS
COUNTY OF RILEY)

Approved this _____ day of _____, 2023

Chairperson

Commissioner

Commissioner

Attest: County Clerk

APPROVAL OF COUNTY OFFICERS

STATE OF KANSAS) SS
COUNTY OF RILEY)

County Engineer

County Counselor

Planning and Development Director

CERTIFICATE OF THE REGISTER OF DEEDS

STATE OF KANSAS) SS
COUNTY OF RILEY)

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

Register of Deeds: _____

Deputy: _____

A REPLAT OF LOTS 11, 12, AND 13,
VISTA ACRES

**VISTA
ACRES
No. 5**

Riley County, Kansas

Prepared By:
BG CONSULTANTS
ENGINEERS · ARCHITECTS · SURVEYORS

4806 Vue du Lac Place, Manhattan, KS 66503
T: 1.785.537.7448 | Web: www.bgcons.com
Manhattan | Lawrence | Emporia

September 6, 2023

21-1214

RESOLUTION NO. 092123-**A RESOLUTION APPROVING THE
VISTA ACRES NO. 5 PLAT AND ACCEPTING THE STREET RIGHTS OF WAY,
EASEMENTS AND LICENSES AS SHOWN TO BE DEDICATED ON SAID PLAT**

WHEREAS, the Board of Commissioners of Riley County, Kansas, has been presented for approval of the Vista Acres No. 5; 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 September 11, 2023; and

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

WHEREAS, all required signatures have been obtained.

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

That the Vista Acres No. 5 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 21st day of September, 2023

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

Kathryn Focke, Chair

John Ford, Vice Chair

Greg McKinley, Member

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: Resolution (13739 : Vista Acres No. 5)

EXCERPT OF MINUTES RILEY COUNTY PLANNING BOARD

September 11, 2023

Page 1

Wilkerson/Schlegel – Replat

Chairman Wienck opened the public hearing at the request of the Barry R. Wilkerson, petitioner, and Barry R. Wilkerson, Mason D. and Alysha M. Schlegel, owners, to replat Lots 11, 12, and 13 of Vista Acres into two (2) lots, located in Grant Township, Section 23, Township 9 South, Range 7 East, in Riley County, Kansas.

Bob Isaac presented the request. He explained Lots 11 and 12 are owned by Mr. Wilkerson, while Lot 13 is owned by Mr. and Mrs. Schlegel. He said the property owners involved in the petition wish to adjust the common property line between Lots 12 and 13, to increase the lot size of Lot 13. Mr. Isaac explained there is also a utility easement running along the common property line between Lots 11 and 12 that is proposed to be vacated with the proposed replat. He stated Lot 11, and the remainder of Lot 12 will be combined into a single lot, while roughly the northern portion of Lot 12 and all of Lot 13 will be combined into a single lot, creating a two-lot subdivision development.

Staff recommended that the Planning Board approve the Final Plat of Terra Heights Addition No. 6, as it was determined that it met the minimum requirements of the Riley County Land Development Regulations and the Sanitary Code.

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

Mr. Wilkerson thanked the board for hearing the request. He said this request works best for both property owners.

Diane Hoobler thanked the property owners for working things out with small lots in these subdivisions along the lake.

There were no proponents or opponents.

Joe Gelroth moved to close the public hearing. Diane Hoobler seconded. Carried 3-0.

Diane Hoobler moved to approve the request to replat Lots 11, 12, and 13 of Vista Acres into two (2) lots, to be known as Vista Acres No. 5, for reasons stated in the staff report.

Joe Gelroth seconded. Carried 3-0.

Mr. Isaac announced that the Board of County Commissioners would hear the request on September 21, 2023, at 10:30 am, in the County Commission Chambers.

Attachment: RCPB Minutes (13739 : Vista Acres No. 5)



PLANNING & DEVELOPMENT
Public Hearing

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

RESOLUTION

FROM: Bob Isaac, Planner

MEETING: September 21, 2023

SUBJECT: Replat Lots 1 thru 5 and 9 thru 12, Block 9, Lakeside Heights, 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 September 11, 2023, the Riley County Planning Board approved the Final Plat of Lakeside Heights Unit Seven, making a finding that the proposed request is consistent with the Riley County Land Development Regulations and the Sanitary Code.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Lakeside Heights Unit Seven, 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 092123-_____ acknowledging the approved Final Plat of Lakeside Heights Unit Seven and accepting any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that all the requirements of the Riley County Land Development Regulations and the Sanitary Code have been met.

Or

B. Motion to sign Resolution 092123-_____ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Lakeside Heights Unit Seven, as it was determined that all the requirements of the Riley County Land Development Regulations or the Sanitary Code have not been met.

ATTACHMENT(S):

- Staff report
- Maps
- Excerpt of Planning Board minutes

Enclosures:

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



PLANNING & DEVELOPMENT

STAFF REPORT

Replat

PETITION: #23-046

APPLICANT: David J. Alexander
10713 Lakeside Dr.
Manhattan, KS 66503

PROPERTY OWNER: David J. Alexander Trust
10713 Lakeside Dr.
Manhattan KS 66503-9173

REQUEST: Replat Lots 1 thru 5 and 9 thru 12, Block 9, Lakeside Heights, into one (1) lot.

SIZE OF TRACT: The subject site is approximately 1.82 acres.

LOCATION: Generally located approximately 300 feet northeast of the intersection of Lakeside Drive and Chris Court, on the east side of Lakeside Drive; Section 12, Township 8 South, Range 6 East; Sherman Township.

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



BACKGROUND: The subject property was platted as Lots 1 thru 5 and 9 thru 12, Block 9, of Lakeside Heights subdivision in June 1962. A building permit was issued February 1964 for the residence currently occupying the site. A building permit was later issued for the detached garage in May 1998. The applicant is requesting to combine the aforementioned contiguous lots into a single lot in order to place private solar arrays on his property to serve his home. Solar arrays/panels are considered accessory structures, which must be located on the same lot as the principal structure (home). Consequently, the lot on which the home is located is too small to provide enough space for the accessory structures; thus, the need to replat the lots into one.

DESCRIPTION:

Physical site characteristics: Existing Lots 4 and 5 are currently developed with a single family home and detached garage. An outdoor cooking area straddles Lots 10 and 11, while Lots 1, 2, 3, 9, and 12 have never been developed. The undeveloped portion of the subject property consists of grass. A patch of mature cedar trees occupies the southern right-of-way of Lakeside Drive and another along the northern property boundary. The subject property has a gradual 4.5% downward slope from the southeast corner to the northwest corner.

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

SUITABILITY OF ZONING:

Zoning History: The property was zoned A-3 (Single Family Residential) (Petition #12) during the Zoning District Conversion Process of 1974. The zoning district name was changed in May 2012 to SF-3 (Single Family Residential).

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

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

POTENTIAL IMPACT:

Public Facilities and Services:

Streets and bridges: The subject property has direct access to both Lakeside Drive and Chris Court; both of which are paved, two-lane roads maintained by the County. No new entrances are being proposed with this request.

Water and sewer: The subject property is served by an on-site water well and an on-site septic and lateral system.

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

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

Easements to be Vacated:

There is a request to vacate a portion of the utility easement running along the common property line between existing Lot 1 and Lot 2. Also, there is a request to relocate the portion of a utility easement running along the common property line between Lot 1 and Lot 12. The remainder of that easement that extends north, centered on Block 9, shall remain in place.

Signed Utility Release forms were provided by Schwab-Eaton to all persons, entities and/or utility companies, having property rights or interests in the utility easement, as shown on the plat of Vista Acres No. 5, to be vacated by this replat. The utility providers in the area have affirmed no existing use of or future interest in this easement and is shown as such on the proposed replat. There were no objections to vacating the aforementioned utility easement.

COMMENTS AND CONCERNS:

ENVIRONMENTAL HEALTH: Riley County records show that the applicant's septic tank was last pumped and inspected February 2023; thus, the request is in compliance with the Riley County Sanitary Code.

COUNTY ENGINEER: The County Engineer has reviewed the request and reported that Public Works has no issues with this replat. The County Engineer also waived the requirement for a Traffic study and Stormwater Drainage study, as they were not needed.

EMERGENCY MANAGEMENT: Riley County Emergency Management has reviewed the request and reported that RCFD#1 has no concerns with the proposed replat project.

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

RILEY COUNTY PLANNING BOARD

On September 11, 2023, the Riley County Planning Board approved the Final Plat of Lakeside Heights Unit Seven, making a finding that the proposed request is consistent with the Riley County Land Development Regulations and the Sanitary Code.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of County Commissioners acknowledge the approved Final Plat of Lakeside Heights Unit Seven, 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 092123-_____ acknowledging the approved Final Plat of Lakeside Heights Unit Seven and accepting any easements, rights-of-way or licenses, as shown to be dedicated on the Final Plat, as it was determined that all the requirements of the Riley County Land Development Regulations and the Sanitary Code have been met.

Or

- B. Motion to sign Resolution 092123-_____ denying acceptance of any rights-of-way, easements, licenses as shown to be dedicated on the Final Plat of Lakeside Heights Unit Seven, as it was determined that all the requirements of the Riley County Land Development Regulations or the Sanitary Code have not been met.

ATTACHMENTS:

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

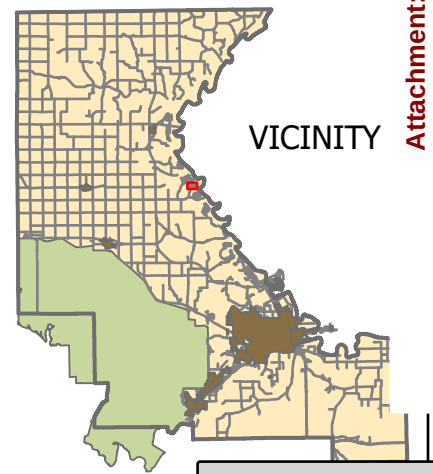
Prepared by: Bob Isaac, Planner
September 12, 2023

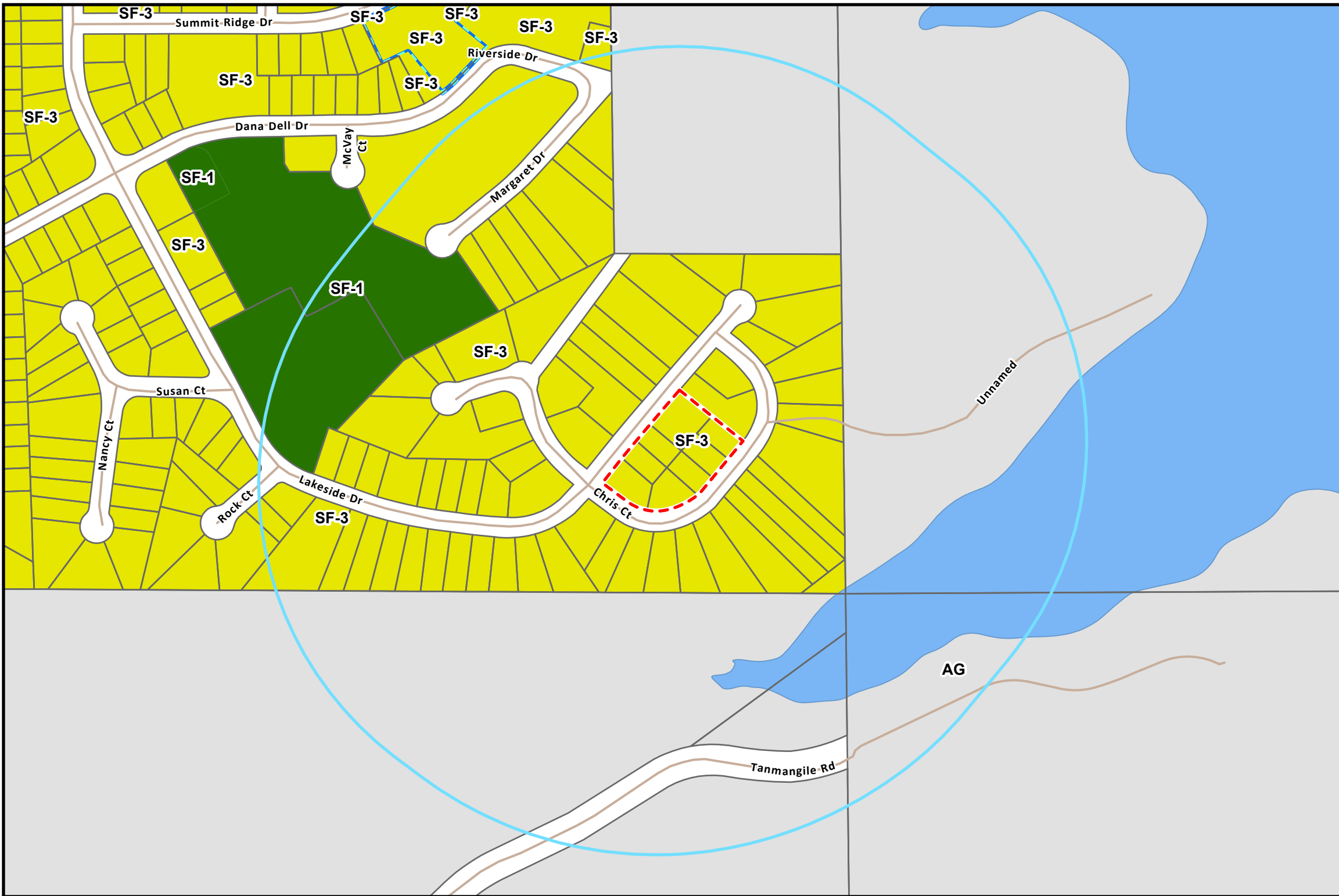


VICINITY AND SITE

Alexander
#23-046
Replat
Lakeside Heights Unit Seven
12-8-6

 1000' Buffer
 Site





SURROUNDING ZONING

Alexander

#23-046
Replat

Lakeside Heights Unit Seven

12-8-6

- 1000' Buffer
- Site

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

Attachment: Staff Report (13741 : Lakeside Heights Unit Seven)



FIRE STATIONS

Alexander

#23-046
Replat

Lakeside Heights Unit Seven

12-8-6

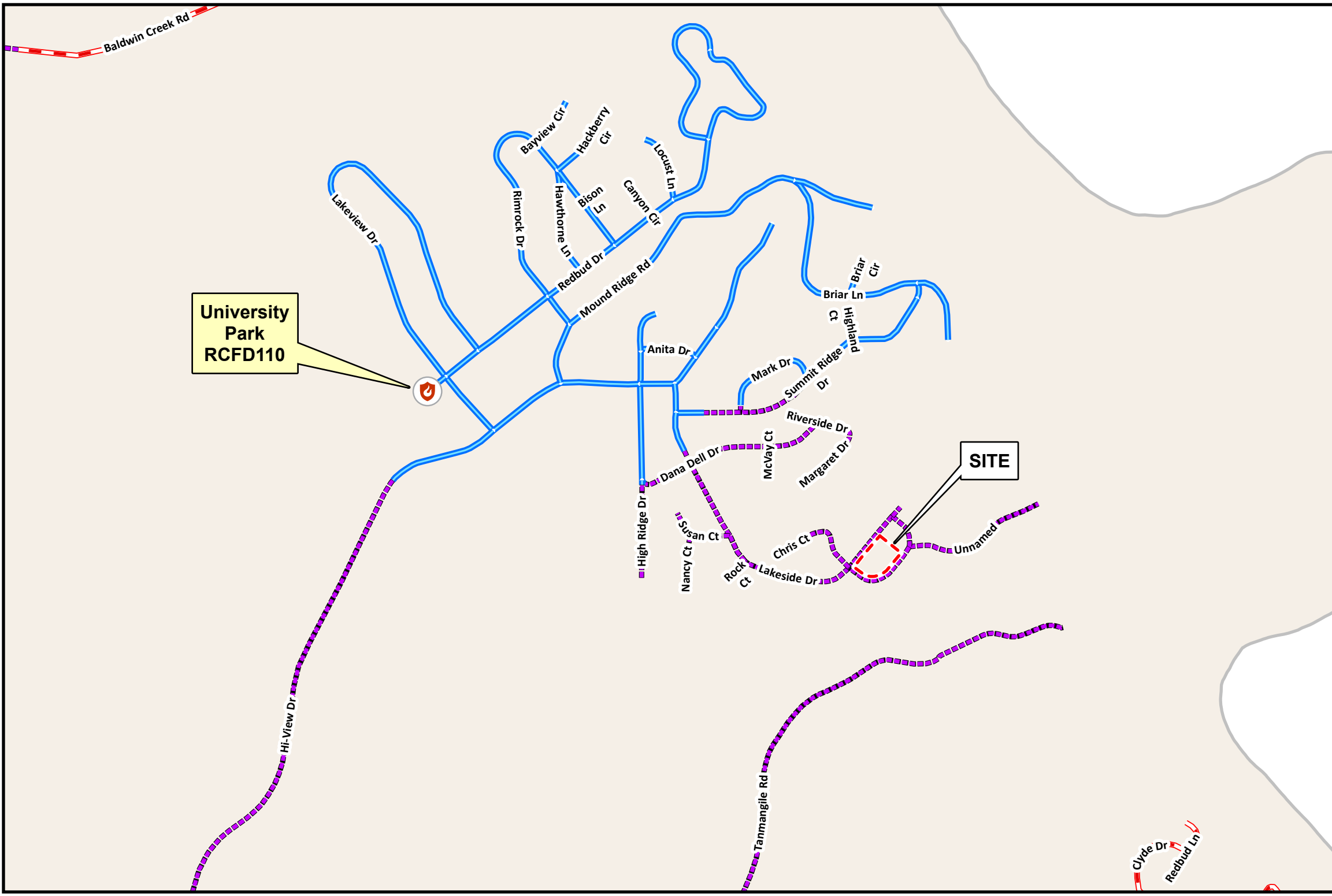


Fire Stations

ISO Rating

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

Attachment: Staff Report (13741 : Lakeside Heights Unit Seven)



University Park
RCFD110

SITE

OWNER'S CERTIFICATE

STATE OF KANSAS) SS:
COUNTY OF RILEY)

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

All street rights-of-way as shown on this plat are hereby dedicated to the public. Any easements or licenses as shown on this plat, to the public 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 _____, A.D. 20_____.

David J. Alexander, Trust
u/1/d December 23rd, 1997

By:David J. Alexander, Trustee

David J. Alexander, Individually

Rosemarie K. Alexander, Individually

NOTARY CERTIFICATE

STATE OF KANSAS) SS:
COUNTY OF RILEY)

I, _____, a Notary Public in and for said county, in the state aforesaid, do hereby certify that David J. Alexander, Trustee of the David J. Alexander Trust, u/1/d December 23rd, 1997 and David J. Alexander, Individually and Rosemarie K. Alexander, Individually

known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument as such owner(s), appeared before me this day in person and acknowledged the execution and delivery of this plat as a free and voluntary act for the uses and purposes herein set forth.

Given under my hand and Notary Seal this _____ day of _____, A.D. 20_____.

My commission expires _____.

Notary Public
Print Name

CERTIFICATE OF RILEY COUNTY PLANNING BOARD

STATE OF KANSAS) SS:
COUNTY OF RILEY)

Approved this _____ day of _____, A.D. 20_____.

RILEY COUNTY PLANNING BOARD

Chairman
Member
Member
Member
Member

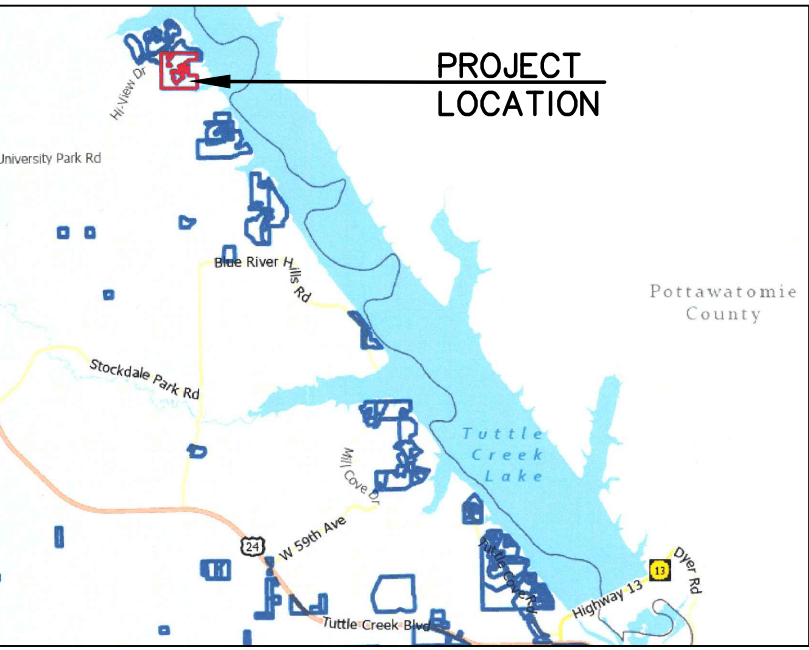
APPROVAL OF COUNTY OFFICERS

County Engineer County Counselor

Director of Planning and Development

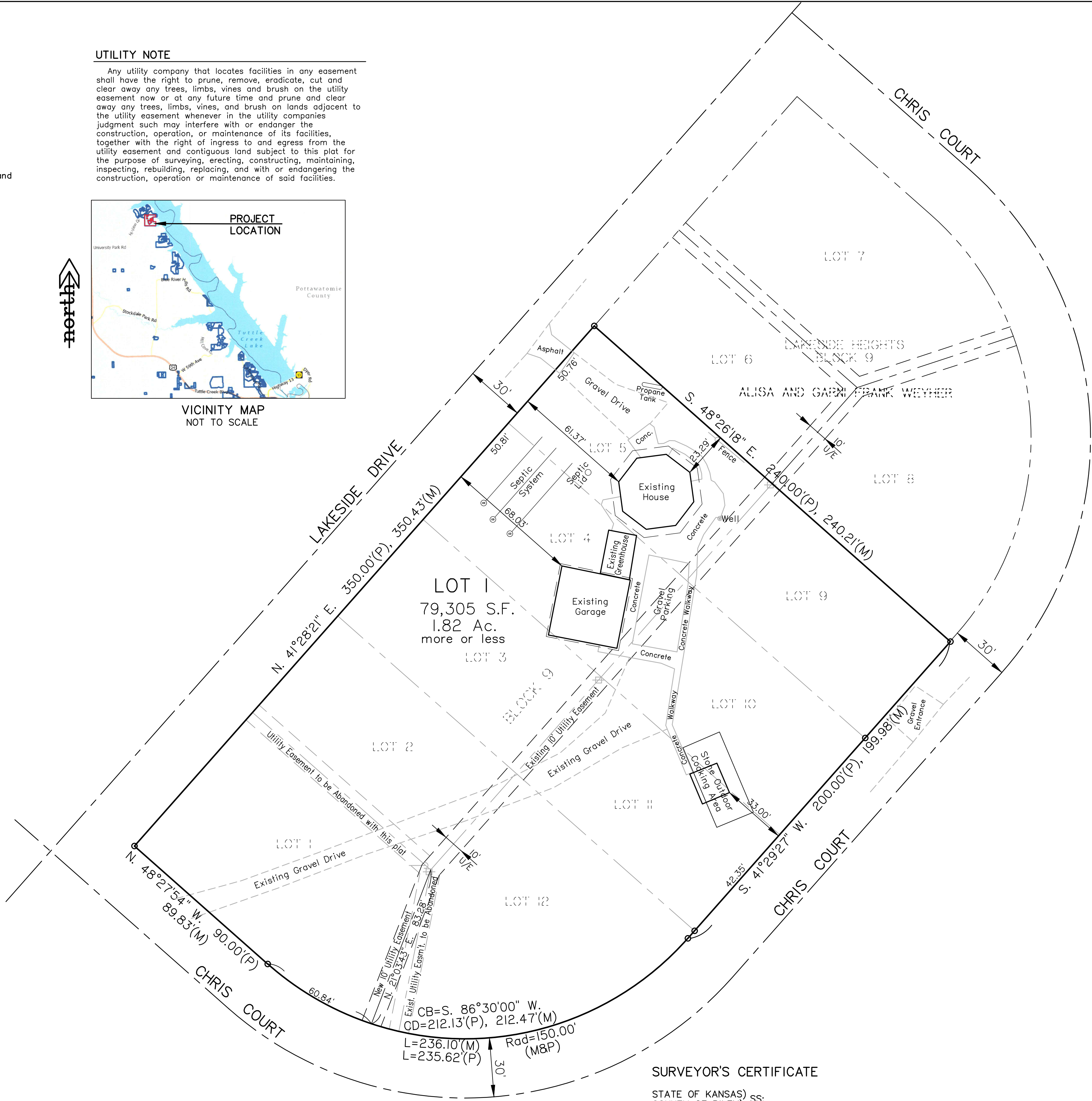
UTILITY NOTE

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 trees, 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.



north

VICINITY MAP
NOT TO SCALE



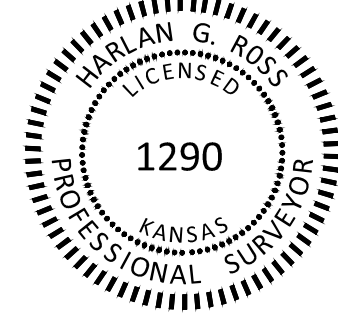
SURVEYOR'S CERTIFICATE

STATE OF KANSAS) SS:
COUNTY OF RILEY)

I, the undersigned do hereby certify that I am a Registered Land Surveyor in the State of Kansas with experience and proficiency in land surveying, that the heretofore described property was surveyed and subdivided by me, or under my supervision, that all subdivision regulations of the 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 this _____ day of _____, A.D. 20_____.

Schwab-Eaton, P.A.



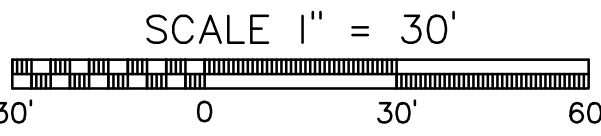
Harlan G. Ross, P.S. 1290

LEGAL DESCRIPTION

Lots One (1), Two (2), Three (3), Four (4), Five (5), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Nine (9), Lakeside Heights, a Subdivision in Riley County, Kansas. Said tract contains 1.82 acres, more or less. Subject to all public roads, easements, restrictions, reservations, covenants and conditions, if any, now of record.

BOUNDARY INFORMATION SHOWN HEREON ARE MEASURED DISTANCES UNLESS OTHERWISE NOTED

north



LEGEND

- 1/2" x 24" BAR W/CAP STAMPED S-E CLS-59 SET THIS SURVEY
- 1/2" BAR FOUND THIS SURVEY BY OTHERS
- SECTION CORNER FOUND
- UTILITY EASEMENT LINE
- PROPERTY LINE
- PROPERTY LINE TO BE ABANDONED
- UTILITY EASEMENT TO BE ABANDONED
- CENTERLINE OF ROAD RIGHT OF WAY
- (M) MEASURED DISTANCE
- (P) PLAT DISTANCE

NOTES

- Bearings used on this survey are based on the South line of the Lakeside Drive Road Right-of-Way, assumed to be N. 41°28'21" E. for this Plat.
- No Gaps and overlaps were found on this property.
- Easements, setbacks, restrictions or encumbrances of record if any, affecting the title to this tract are shown.
- The area being platted is in Flood Zone X on an area outside the 1% and 0.2% Flood Plains, Found in Flood Insurance Rate Map, Community-Panel Number 2016IC02506, Dated March 16, 2015.
- All building setback requirements shall be determine by the zoning district, unless otherwise noted.
- Zoning SF-3 (Single Family Residential).
- If an entrance pipe is required, the minimum size shall be calculated in accordance with the Riley County Standards for Road Design in Platted Subdivisions. In no case, shall the diameter of the pipe be less than 15 inches.
- All persons, entities and/or utility companies, having property rights or interests in any alley, road/street, easement, access control or other public reservation proposed to be vacated by this plat, have affirmed no existing use or future interest in such alley, road/street, easement, access control or other public reservation, and expressed no objections to such vacation.
- Property owner(s) is/are required to maintain all public 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.
- The lot shall be in compliance with the Riley County Sanitary Code.
- The location of the entrance and driveway is existing and there are no plans to move them. All new driveways are subject to Driveway Standards in the Unincorporated Area of Riley County, Kansas.

A REPLAT OF LOTS 1 THRU 5 AND 9 THRU 12,
BLOCK 9, LAKESIDE HEIGHTS

FINAL PLAT

LAKESIDE HEIGHTS
UNIT SEVEN

A SUBDIVISION IN
RILEY COUNTY, KANSAS

PREPARED BY



CONSULTING ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS
5410 LEDGE STONE DR., STE 100 - MANHATTAN, KANSAS - PH 785-539-4687

AUGUST 2023

RESOLUTION NO. 092123-**A RESOLUTION APPROVING THE
LAKESIDE HEIGHTS UNIT SEVEN PLAT AND ACCEPTING THE STREET RIGHTS
OF WAY, EASEMENTS AND LICENSES AS SHOWN TO BE DEDICATED ON SAID
PLAT**

WHEREAS, the Board of Commissioners of Riley County, Kansas, has been presented for approval of the Lakeside Heights Unit Seven; 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 September 11, 2023; and

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

WHEREAS, all required signatures have been obtained.

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

That the Lakeside Heights Unit Seven 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 21st day of September, 2023

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

Kathryn Focke, Chair

John Ford, Vice Chair

Greg McKinley, Member

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: Resolution (13741 : Lakeside Heights Unit Seven)

EXCERPT OF MINUTES

RILEY COUNTY PLANNING BOARD

September 11, 2023

Page 1

Alexander – Replat

Chairman Wienck opened the public hearing at the request of the David J. Alexander, petitioner, and David J. Alexander Trust, owner, to replat Lots 1 thru 5 and 9 thru 12, Block 9, Lakeside Heights, into one (1) lot, located in Sherman Township, Section 12, Township 8 South, Range 6 East, in Riley County, Kansas.

Bob Isaac presented the request stating a building permit was issued February 1964 for the residence currently occupying the site. He said a building permit was later issued for the detached garage in May 1998. He stated the applicant is requesting to combine the contiguous lots into a single lot in order to place private solar array on his property to serve his home. He explained solar arrays/panels are considered accessory structures, which must be located on the same lot as the principal structure (home). Mr. Isaac stated the lot on which the home is located is too small to provide enough space for the accessory structures; thus, the need to replat the lots into one.

Staff recommended that the Planning Board approve the Final Plat of Terra Heights Addition No. 6, as it was determined that it met the minimum requirements of the Riley County Land Development Regulations and the Sanitary Code.

Diane Hoobler asked where the solar array will be located.

Mr. Isaac replied the applicant would need to answer that.

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

Mr. Alexander stated he lives at 10713 Lakeside Drive, and this is something meaning to do for a long time. He stated Mr. Isaac was very helpful. He said current Lot 3 is where he would like the 48-foot-wide array that would serve both structures.

Diane Hoobler asked if there were any chance people would complain about light reflection off the array.

Mr. Alexander explained he wanted optimal placement for the sun and cleared out 54 cedars to improve the sunlight. He said his closest neighbor there would be no light reflection at all. One neighbor wouldn't see it at all, and the other neighbors only visit the property on weekends.

There were no proponents or opponents.

Diane Hoobler moved to close the public hearing. Joe Gelroth seconded. Carried 3-0.

Joe Gelroth moved to approve the request to replat Lots 1 thru 5 and 9 thru 12, Block 9, Lakeside Heights, to be known as Lakeside Heights Unit Seven, for reasons stated in the staff report.

Diane Hoobler seconded. Carried 3-0.

Mr. Isaac announced that the Board of County Commissioners would hear the request on September 21, 2023, at 10:45 am, in the County Commission Chambers.

Attachment: RCPB Minutes (13741 : Lakeside Heights Unit Seven)



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: September 21, 2023

SUBJECT: Rapid Paycard Contract Approval

PRESENTER: Elizabeth Ward

BACKGROUND

Currently Riley County offers employees two pay options Direct Deposit and physical check mailed to the employee's home. As of the most recent pay period, all regular employees and all stipend fire fighters use Direct Deposit.

However, we have a large group of temporary election workers not enrolled in Direct Deposit at this time - 249 total elections workers currently, with 49 enrolled in Direct Deposit. As we ramp up the election season, we would like to transition into an electronic-only forms of payment.

DISCUSSION

Employers are required, legally, to offer at least two forms of payment for employees. However, the traditional option of physical checks is becoming an obstacle for employees and the County.

Issues with physical checks:

- Non-delivery.
 - We have had numerous checks not delivered to our employees either in a timely manner, or not at all.
 - In order to reissue a check, we must wait 6 months for the funds to be returned, which means the employee is not getting paid in a timely manner.
 - This also increases the chance of fraudulent use of the check as we have no tracking mechanism for these checks.

- **Misplacement:**
 - Employees have also experienced misplacement of the check for weeks and months at a time.
 - This can cause issues with our bi-weekly balancing.
 - Also causes issues with monies being returned after 6 months.
 - Employees have asked for a duplicate check because they can't find the check in their home.
- **Cost:**
 - Riley County is charged \$15 per physical check issued, plus postage.
 - Additional staff time to reissue stale-dated payroll checks in A/P including setting up a vendor in the system, creating an invoice to enter, etc.
- **Other concerns:**
 - Paying employees through the regular payroll cycle helps us avoid issues with reporting on W-2s and eliminate errors on reissuing in Paylocity.

FISCAL IMPACT

There is no fiscal impact to contracting electronic, debit, pay cards with Rapid Cards.

The company has been vetted, references have been made, and our own employees have positive experience with pay cards. Employee information will not be shared - all pay cards will be assigned within Riley County payroll and personal information will remain confidential.

Employees will have immediate access to their money, there will no longer be lost or misplaced checks in the community, and the cost to Riley County will be eliminated.

RECOMMENDATION(S)

Recommendation is for the Commissioners to approve and sign the contract with Green Dot Paycard, dba Rapid Cards.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Riley_County_Rapid.Paycard.Contract. - EXECUTION VERSION 09.08.2023 (PDF)

GREEN DOT PAYCARD® PROGRAM

CORPORATE PREPAID CARD PROGRAM AGREEMENT

This CORPORATE PREPAID CARD PROGRAM AGREEMENT ("Agreement") is entered into by and between **Green Dot Corporation**, a corporation organized under the laws of the State of Delaware, with its principal offices at 114 W 7th Street, Suite 240, Austin, TX 78701 ("Green Dot") and Riley County, KS, a corporation organized under the laws of the state of KS with its offices at 110 Courthouse Plaza, Manhattan, KS 66502 ("Company"), in consideration of the promises and undertakings set forth below, Green Dot and Company agree as follows:

1. GENERAL OVERVIEW.

- a) Company has elected to use the services of the prepaid card program ("Program") more fully described in Exhibit A. Under the Program, designated employees or independent contractors ("Participants") will be issued prepaid paycards funded by Company ("Cards"). Participants who are issued Cards are referred to herein as "Cardholders." Notwithstanding anything to the contrary, the parties agree that Cardholders may also fund the Cards in accordance with the terms and conditions that accompany the Cards.
- b) The Cards shall be issued by a FDIC-insured bank selected by Green Dot for the Program ("Bank"), where all Program funds will be held. Certain services selected by Company may require deposits provided by Company to be held at a correspondent bank to the issuing Bank. Green Dot shall have the right to move the Cards to a new issuing Bank without written notice to Company except where such notice is required by applicable law and in such case appropriate notice will be given and then the Cards will be moved.
- c) Each Participant shall enroll in the Program by submitting certain information, and Participant's access to the Program shall be contingent on successful completion of "know your customer" due diligence and other legal requirements. The terms and conditions governing the use of the Cards and the accounts associated with such Cards will be supplied by Bank. Sub-Accounts shall be opened only for Participants that are residents of the United States or its territories.
- d) Funding by Company may be made to a pooled custodial account maintained for the purpose of disbursing funds to the Cards (the Controlled Account"). To facilitate a Participant's use of Cards, a sub-account under the Controlled Account will be established for such Participant (the "Sub-Account"). The Controlled Account will be accessed by the Company through a pass code protected, secure web portal and will be used to load funds to Cards, either individually or in batch files. These transactions are processed as soon as the requests are received and funds are then available to Participants. Company shall be able to make instant loads to Cards as needed with no requirement for a minimum balance to be maintained in the account, except that Company must maintain sufficient funds in the Controlled Account to cover the disbursements that it is directing to be made to Participants. Green Dot or its delegate shall maintain individual entries in its system, reconciled each day to amounts in each Sub-Account, reflecting the amount of funds in the Sub-Account that are attributable to, and held on behalf of, each Participant. Green Dot or its delegate shall also maintain such records as are required by the FDIC to obtain "pass through" insurance coverage for each Participant whose funds are in a Sub-Account. Additional details on Card funding are included in Exhibit A, attached hereto. Unless otherwise prohibited

Attachment: Riley County_Rapid.Paycard.Contract. - EXECUTION VERSION 09.08.2023 (13750 : Rapid Pay Card Contract Approval)

by law, Company, or any successor or assign of Company, including any receiver or trustee in bankruptcy on behalf of Company, shall maintain its right, title or interest in any funds in the Controlled Account.

- e) If Company elects to allow subsidiaries and affiliates to participate in the Program ("Participating Affiliate"), each Participating Affiliate may enroll in the Program by completing the Affiliate Account Request Form, which shall be provided to Company upon its request. Each Participating Affiliate will be given access to the Program with their own Bank Controlled Account following execution of the Affiliate Account Request Form. Participants will be given Sub-Accounts and Cards connected to the Participating Affiliate's Bank Controlled Account.
- f) Green Dot may use Company's name and logo (and any client testimonial provided by Company) from time to time in order to identify Company as a participating client for sales and marketing purposes.

2. COMPANY RESPONSIBILITIES.

- a) Company represents and warrants that all information and data, including payment data, submitted to Green Dot or Bank in connection with Participants and the Program is true, accurate and complete, and is sufficient to enable Bank to allocate the funds among the various Sub-Accounts and honor withdrawal requests by Participants. Company agrees that Bank and Green Dot may rely on such data without any obligation to verify it.
- b) Company shall deposit the funds due to Participants into the designated Controlled Account by wire transfer or ACH transfer, at the discretion of Company. Along with each transfer of funds by Company to the Controlled Account, Company shall provide, in the format specified by Green Dot, the identity of, and the amount of such funds due to, each Participant ("Disbursement Detail"). Company acknowledges that funds will be made available to Participants commencing on the business day the cleared funds are received and the corresponding Disbursement Detail. Neither Green Dot or Bank shall have any obligation to make any funds available to Participants for whom the Disbursement Detail is missing or incomplete or if records indicate that insufficient funds are available to complete a transaction.
- c) Subject to Section 7 and 8 hereof, Green Dot may permit Company to maintain an inventory of instant issue Cards at its locations subject to the following terms:
 - i. Card Ordering: Upon Company's request, to be approved and confirmed by Green Dot, Card orders will be shipped to Company's designated location(s) by the Card manufacturer and will arrive via a bonded and approved carrier. Card orders must be signed for upon arrival. All Cards must be placed at the time of receipt into inventory in a secured area. A Company employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.
 - ii. Card Inventory: Company must maintain the physical security of the Cards in inventory at all times. Cards must be stored in a controlled environment, such as a safe, with access limited to Company employees who have successfully passed background screening checks. An inventory log must account for the number of Cards received, Cards used, Cards spoiled (Cards that cannot be used due to damage, tampering or expiration) and remaining Cards that should balance to the number of Cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to Green Dot as soon as detected. Company shall bear all risk of loss associated with unauthorized activity on Cards or related funds on deposit

resulting from unauthorized access to or theft of Cards in its possession or control. If Company is disbursing Cards, Company shall deliver to each Participant the Enrollment Materials provided to it by Green Dot.

- iii. Enrollment Materials: The Enrollment Materials include, without limitation, the Cardholder Agreement, a Card, a Direct Deposit Authorization Form, disclosures as may be required by applicable law and regulation and other materials. Company agrees that it will provide Enrollment Materials to each Participant when Company provides a Card from its inventory.
 - iv. Card Destruction: Green Dot may request return or destruction of unused Cards (1) that are compromised or tampered with; (2) that are on expired Card stock; (3) that are damaged or defective; and (4) that are in the possession of the Company after the program is terminated. Cards to be returned to Green Dot should be securely packaged. A copy of the inventory log should be included with the shipment.
- d) Company shall comply with all laws, rules, regulations, and orders, as well as all bylaws, rules, regulations, requirements and interpretations issued by a payment card network (including, without limitation, Visa, Mastercard, and their respective affiliates) or otherwise published or otherwise communicated to Cardholders, as amended from time to time by each relevant Card network ("Card Network Rules") applicable to Company's performance and its obligations under the Agreement. Company represents and warrants that it will not use the Program, and will use its best efforts to prevent itself or the Program from being used, for any illegal purpose or activity, including without limitation, fraud or money laundering.
 - e) Without limiting the foregoing, Company will be solely responsible for compliance with federal, state and local laws, rules and regulations relating to compensation and employment matters. Company will offer all Participants alternative methods of payment to the Cards in accordance with applicable laws.
 - f) Company will be solely responsible for the performance, breach, or liabilities arising from or related to its third-party vendors (including, without limitation, payroll providers and/or payment processors who are not Green Dot subcontractors with respect to this Agreement).
 - g) Company will keep records of all transactions and activities performed under this Agreement for a period of not less than six (6) years after the expiration or termination of this Agreement.
 - h) Company acknowledges that, for expediency, this Agreement is being entered into prior to Company having undergone mandatory Green Dot new partner compliance and risk reviews, that no services shall be provided hereunder prior to Company successfully passing such reviews, and that services and/or this Agreement may be suspended or terminated by Green Dot at any time as a result of such reviews. Such reviews shall include, but not be limited to, financial, reputational, and BSA/AML/OFAC risks, and may be re-conducted periodically throughout the term. Green Dot's entry into this Agreement shall not in any manner be deemed to constitute or waive such initial or continuing approvals. Company agrees to timely provide Green Dot with such accurate and complete information and documentation as Green Dot may reasonably request in connection with such reviews.

3. GREEN DOT RESPONSIBILITIES.

- a) Green Dot will operate, maintain, and administer the Program.
- b) Green Dot will provide account setup and enrollment assistance for all Participants, including facilitating Card delivery where applicable. Green Dot will grant user-level access to Company and Participants to the portal used to support the Program.
- c) Green Dot will comply with laws, regulations, and Card Network Rules applicable to Green Dot's performance and obligations under this Agreement.
- d) Green Dot will provide Participants with operator-assisted customer service, in addition to providing portals for each of Participants and Company to access their respective information.
- e) Green Dot shall provide online training services on the Program to Company to enable Company to inform Participants on how to use the Program and take advantage of the various Program features.
- f) In its discretion, Green Dot or Bank may provide other ancillary features or services that Participants may use to access their funds.

4. FEES AND CHARGES. Company acknowledges that certain fees and charges are to be paid by Participants, and that such fees and charges shall be set forth in a disclosure statement that will be provided by Green Dot and included in the Enrollment Materials. The current Program fees for Participants are set forth in Exhibit C hereto. Green Dot reserves the right to change the fees with prior written notice to Participants in accordance with applicable law.

5. TERM OF AGREEMENT.

- a) The Agreement shall continue in full force and effect unless terminated as provided herein. Either party may terminate this Agreement for convenience at any time upon sixty (60) days' notice.
- b) Either party may terminate this agreement upon thirty (30) days' prior written notice (or less if thirty days is not allowed under such law, rule or regulation) following a change in applicable law, rule or regulation which renders Green Dot's performance under this Agreement impractical or impossible .
- c) Green Dot may terminate this Agreement upon written notice to Company, without any penalty, payment, or further obligation, in the event that: (i) Company becomes the subject of material litigation, threatened material litigation or publicity that in Green Dot's reasonable discretion reflects, or has the capacity to reflect, negatively on Company's or Green Dot's business; (ii) Company becomes involved in a situation that brings Company or Green Dot into public disrepute, contempt, scandal, or ridicule; (iii) Green Dot determines that Company's access to or participation in Green Dot disbursements platform presents excessive financial, reputational, operational, compliance, actual or suspected fraud or unauthorized use, legal, regulatory, contractual, or other risk to Green Dot that cannot be corrected in a reasonable timeframe; or (iv) following a data incident as described at Section 7(c) below, Company fails to take the actions required by such section to prevent the recurrence of any such data incident.
- d) Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party, if such party breaches or violates any provision of this Agreement and any such default, breach or violation,

as described in such notice with specificity and in reasonable detail, is not remedied in all material respects within the applicable thirty (30) day notice period.

- e) In addition, either party may terminate this Agreement upon written notice if the other party becomes the subject of a voluntary bankruptcy petition or any other voluntary proceeding relating to insolvency; or (ii) without prior notice if the other party becomes the subject of an involuntary petition in bankruptcy or any other involuntary proceeding relating to insolvency, receivership or liquidation, and such involuntary petition or proceeding is not dismissed within thirty (30) days.
- f) Upon termination, Participants will be subject to manual CIP procedures as further described in Exhibit A, and, upon successfully passing such CIP procedures, shall be permitted to use Cards after termination to access their funds in the relevant Sub-Account. Company will immediately return all Cards in its possession that have not been issued to a Participant to Green Dot, under the procedures communicated in writing to Company by Green Dot.

6. **SYSTEM AND TRANSACTION MONITORING.** Green Dot reserves the right for Green Dot or its authorized agents to monitor Card activity, and to refuse to issue a Card, cancel a Card previously issued to a Participant or temporarily suspend usage of a Card or the Program, due to actual or reasonably suspected fraud or unauthorized use, and to comply with applicable law, Card Network Rules and bank safety and soundness requirements. Except as prohibited by applicable law, Bank shall disburse to the Participant any funds remaining on a cancelled Card and any funds in the Controlled Account to the Company.

7. DATA SECURITY.

- a) Company acknowledges that it is responsible for the security of all Cards, Cardholder data and related Participant information in its possession or which it accesses. In connection with this Agreement, Company shall comply with generally accepted and applicable security controls, standards, and regulations as well as other requirements for the safeguarding of Cards and Cardholder information which may be required by applicable law, rule, and/or regulation including but not limited to Card Network Rules, and any and all reasonable requirements as set forth in writing by Green Dot. Without limiting the generality of the foregoing, in addition to other requirements which may be imposed on Company by Green Dot, Bank or a card network, Company shall remit information to Green Dot in a secure or protected format, such as encryption. Green Dot shall use commercially reasonable efforts to give Company notice of all material changes to the Program which are being made to comply with changes in law or Card Network Rules, including industry rules related to applicable security controls, standards, and regulations.
- b) To ensure that Company is complying with the requirements of this Section 7, Green Dot may request Company to provide the details of the security measures and systems used by Company to access the services and/or facilitate such access by Participants and may carry out an inspection or audit of Company's such measures and systems. Company agrees to cooperate fully with any such requested audits. Regardless of contract termination, Company will continue to treat Cards and Participant data as confidential.
- c) Company shall promptly notify Green Dot (and in any case within 48 hours) once it has knowledge of or reasonably suspects that there has been any unauthorized access, use or disclosure of any non-public personal information, Card or Participant information, and shall promptly furnish to Green Dot the known

details of any such data incident, and take such action as may be necessary to prevent a reoccurrence of any such incident.

8. LIMITATIONS ON LIABILITY AND SPECIAL DAMAGES.

- a) Company acknowledges that the Program is supported by a complex combination of hardware and software systems that are hosted by and/or interfaced with numerous other service providers and, accordingly, system and operational failures, malfunctions and other errors may occur from time to time resulting in, among other things, system access denials and/or delays, and periods when usage is suspended. Green Dot shall use commercially reasonable efforts to minimize system and operational problems. In addition, it is possible that system and operational problems (including ACH failures) may occur due to numerous matters beyond the reasonable control of Green Dot, including force majeure. With respect to the foregoing, and any other claim that Company may raise in connection with the services provided pursuant to this Agreement, Green Dot shall not be liable to Company for any reason other than its breach of this Agreement, willful misconduct, or gross negligence.
- b) No claim may be asserted against Green Dot by Company more than two (2) years after the date such claim accrued.
- c) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR BUSINESS OPPORTUNITY, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GREEN DOT AND/OR BANK'S AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION UNDER THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES NOT TO EXCEED CARD FEES ACTUALLY RECEIVED BY GREEN DOT IN CONNECTION WITH THIS AGREEMENT WITHIN A TWELVE-MONTH PERIOD PRECEDING THE FIRST CLAIM. THE FOREGOING LIMITATIONS ON LIABILITY IN THIS SECTION 8 SHALL NOT APPLY TO ANY LIABILITY ARISING FROM ANY INDEMNITY OBLIGATIONS HEREUNDER.

9. DISCLAIMER OF WARRANTIES. GREEN DOT SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. BOTH PARTIES HEREBY AGREE THAT GREEN DOT'S OBLIGATIONS TO COMPANY ARE RELATED TO PROVIDING A PREPAID CARD PROGRAM TO COMPANY AND THAT THIS AGREEMENT IS A SERVICE AGREEMENT FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE AND THEREFORE THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE SHALL NOT APPLY TO THIS AGREEMENT.

10. CONFIDENTIALITY.

- a) **"Confidential Information"** shall mean information relating to a party, its business or assets or that of any of its clients, customers, affiliates, subcontractors or other persons that is not generally known to the public, whether of a technical, business or other nature, that is disclosed by one party (collectively with its employees, affiliates agents, partners, directors, shareholders, the "Disclosing Party") to the other

party (collectively with its employees, affiliates, agents, partners, directors, shareholders and any other person with whom such party has dealings in connection with the performance of its obligations hereunder or the Confidential Information, the "Receiving Party"); provided, that Confidential Information shall not include any information that: (i) is or becomes publicly available through publication, inspection of commercially available product, or otherwise without breach of this Agreement, unless further disclosure is otherwise prohibited by law; (ii) was known to the Receiving Party at the time of its receipt from the Disclosing Party without the Receiving Party owing any obligation of confidentiality; (iii) is received from a third party who has the right to disclose such information to Receiving Party without any obligations of confidentiality; or (iv) can be demonstrated in writing to have been independently developed by the Receiving Party without the use or reference to the Disclosing Party's Confidential Information or intellectual property.

- b) Each of the parties agrees: (i) to hold Confidential Information of the Disclosing Party in strict confidence and to preserve and protect such Confidential Information until it is returned or destroyed in accordance with the terms of this Agreement; (ii) to prevent the use of Confidential Information other than in accordance with this Agreement, and not to disclose, discuss, communicate or transmit Confidential Information to others (other than as set forth in Sections 10(c) below); and (iii) to use Confidential Information solely to exercise its rights and perform its obligations under this Agreement. In particular, each party agrees it will not use, divulge, or grant any third-party access to, Participant or Card transaction information, except to carry out its obligations under this Agreement and as required by law.
 - c) If the Receiving Party is required by court order or other governmental authority to disclose any confidential information of the other party, the Receiving Party will promptly notify the Disclosing Party (to the extent permitted by applicable law) and reasonably cooperate in Disclosing Party's efforts to obtain a protective order at the Disclosing Party's cost. If the Disclosing Party does not seek or fails to obtain a protective order, the Receiving Party will disclose only that portion of the Confidential Information which its legal counsel determines it is required to disclose. Notwithstanding the foregoing, the Receiving Party may without notice disclose Confidential Information to governmental agencies that regulate the Receiving Party or an affiliate of the Receiving Party, upon such agency's request, provided such request is in connection with a routine audit or examination not directed at the Disclosing Party.
 - d) The parties further agree that any obligations to protect Confidential Information is set forth herein shall survive termination of this Agreement for a period of three years, except that as to any Confidential Information designated in writing by the disclosing party to be a "trade secret" or is personal information of the Participant, such obligations shall continue indefinitely unless otherwise agreed in writing by the Disclosing Party. The Receiving Party understands that any violation of this Section 10 may cause the Disclosing Party immediate and irreparable harm which monetary damages may not adequately remedy. Accordingly, each party agrees that the Disclosing Party will have the right to seek equitable relief without the requirement to post bond to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.
11. INDEMNIFICATION. Company shall fully indemnify, defend and hold harmless Green Dot and its affiliates, and their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, "Indemnitees") from and against any and all claims, damages, liabilities, losses, and expenses (including any and all attorney fees, expenses and costs) incurred by or asserted by a third party against any Indemnatee of whatever kind or nature due to the following actions by Company, its affiliates, or its Personnel: (i) a breach or alleged breach of any representation, warranty or obligation under this Agreement, (ii) violation

of applicable law, (iii) negligence, gross negligence or willful misconduct (whether by action or omission), or (iv) any unauthorized action, omission, or statement of Company or its representatives in connection with a payment processed hereunder, including the marketing, issuing or servicing thereof or of the obligation underlying such payment, and/or any inaccuracy in payment instructions provided by or on behalf of Company; except in each case to the extent the losses are attributable to the Green Dot's own breach, violation of law, gross negligence or willful misconduct. Participants shall be considered third parties under this Agreement.

12. ENTIRE AGREEMENT AND MODIFICATIONS. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all prior understandings or agreements relating thereto, whether written or oral. Modifications to this Agreement must be in writing and signed by each party to be effective; provided, however, if any provision of this Agreement is found to be invalid or unenforceable such provision shall be deemed severed from this Agreement and all of the other provisions hereof shall remain in full force and effect as if such provision had never been included herein.

13. GOVERNING LAW. This Agreement, as well as the rights and duties of the parties hereunder, shall be governed by, interpreted under and enforced in accordance with the laws of the State of Kansas, without regard to choice of law and conflict of law statutes. Subject to the binding arbitration provisions set forth in Section 14, any suit, action or proceeding under this Agreement shall be brought in the state or federal courts located in Riley County, Kansas or Topeka, Kansas, and the Parties hereby irrevocably consent and unconditionally submit to the personal jurisdiction and venue of such courts.

14. DISPUTE RESOLUTION

- a) Dispute Resolution – Management-Level Escalation: Any dispute that the parties are unable to resolve within fourteen (14) days of initially raising such dispute in accordance with the notice requirements under this Agreement shall be escalated by the parties internally to their respective employees in senior management positions holding relevant authority over the subject matter of the dispute (“Management-Level Escalation”); provided, however, that a party may seek injunctive relief for a breach of confidentiality prior to Management-Level Escalation or arbitration. The Management-Level Escalation process shall continue until the dispute is resolved, provided that if more than fourteen (14) days have passed from the start of the Management-Level Escalation, either party may submit the dispute for resolution through non-binding mediation in accordance with Sections 14(b) and 14(c).
- b) Dispute Resolution: If the dispute cannot reasonably be resolved by Management-Level Escalation, the dispute shall be resolved by non-binding mediation before a mediator selected by the parties. Mediation hereunder will be conducted at a location mutually agreeable to the parties or, in the absence of such agreement, at a location determined by the mediator in Austin, Texas.
- c) Miscellaneous: The mediator shall give effect to statutes of limitation, waiver and estoppel and other affirmative defenses in resolving any dispute. Any controversy concerning whether an issue is a dispute and is subject to mediation under this Agreement shall be determined by the mediator. Any dispute regarding the terms of this Agreement shall be resolved by the mediator, including any claim that all or any part of this Agreement is invalid, but the mediator shall not have the power to change or alter the terms of this Agreement. Notwithstanding the foregoing, either party may file a claim in any court of competent jurisdiction in response to a breach by the other party or a third party under its control, and

the aforementioned provisions relating to non-binding mediation and shall have no effect with respect to such claim(s).

15. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.
16. **AUTHORITY, BINDING EFFECT.** Each party hereby represents and warrants to the other that (a) its execution, delivery and performance of this Agreement has been duly authorized and approved, and (b) neither its execution or delivery of this Agreement, nor its performance hereunder, violates or conflicts with its organizational or other governing documents, or any other material agreement or obligation by which it is bound.
17. **ASSIGNMENT.** The Agreement will be binding on and inure to the benefit of each of the parties, their successors and assigns. It may not be assigned or transferred, in whole or in part, by the Company without the written consent of Green Dot. Any such assignment or transfer without consent will be void. Notwithstanding the foregoing, Green Dot may assign this Agreement without Company's prior consent if the assignment is made to (a) any corporation which is a successor to Green Dot either by merger or consolidation, (b) a purchaser of all or substantially all of Green Dot's or the Program's assets, or (c) a corporation or other entity which shall directly or indirectly control, be under the control of, or be under common control of Green Dot.
18. **COUNTERPARTS AND ELECTRONIC COPIES.** This Agreement may be executed in counterparts and delivered by electronic means such as, but not limited to facsimile or scanned e-mail, and all such counterparts and methods shall constitute one and the same document.
19. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or entity, other than the parties and their respective successors and permitted assigns, any right, remedy or claim under or by reason of this Agreement.
20. **FORCE MAJEURE.** Neither party hereto, nor Bank, shall be liable for any failure to perform its obligations under this Agreement due to: (i) acts of God, such as fires, floods, electrical storms, unusually severe weather, natural catastrophes, epidemics or pandemics (including resulting quarantines and shutdowns); (ii) civil disturbances such as strikes and riots; (iii) acts of aggression, direct or consequential, such as explosions, wars, border closures, and terrorism; (iv) failure of any third party service provider to adequately provide such services, including, without limitation ATM network services, telecommunication services, and merchant point-of-sale services; and (v) failures in electric power, computer or telecommunications services or equipment of a third party (each, a "Force Majeure"). In such event, the performance of such party's obligations shall be suspended during the period of existence of such Force Majeure event and the period reasonably required thereafter to resume the performance of the obligation. The party experiencing the Force Majeure event shall use reasonable efforts to minimize the consequences of such event.
21. **COMPLIANCE WITH FEDERAL LAW.** The Program complies with federal law which requires all financial institutions to obtain, verify and record information that identifies each Company or Participant who opens an account. Bank directly or through Green Dot may ask Company or Participant for the name, address, date

of birth, and other information that will allow Bank to identify the Company and/or Participant. The Bank reserves the right to not open an account or suspend an existing account as required for compliance with these rules.

22. NOTICES. Any notice, request, consent or other communication to any party hereto must be in writing and shall be deemed effective when delivered in person, sent by email, if promptly confirmed in writing, or on the fourth day from the date posted by registered mail, return receipt requested, with postage prepaid. In the case of Company, such notice shall be addressed as set forth in the recitals. Notwithstanding the foregoing, legal notices to Green Dot and/or Bank shall be sent to 4675 Cornell Road, Suite 280, Cincinnati, OH 45241, with a copy to legalnotices@greendotcorp.com, and shall be deemed effective (and to have been received) on the earlier of (i) when delivered to the recipient's email server, (ii) when the recipient has read the email as stated in an automated message received by the sender, or (iii) one hour after sending unless within 24 hours of sending the email the sender receives an automated message that it was not delivered. Either party may change its notice address from time to time by written notice to the other party in accordance with this Section 22.

NOW THEREFORE, Green Dot and Company have executed this Agreement by their duly authorized representatives to be effective on the date fully executed.

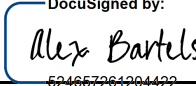
BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

CHAIR _____

MEMBER _____

MEMBER _____

GREEN DOT CORPORATION

DocuSigned by:
Signature: 
624667264204422
Name: Alex Bartels
Title: SVP Wage & Corporate Disbursements
Date: 9/19/2023

ATTEST:

RICH VARGO
Riley County Clerk

Attachment: Riley_County_Rapid.Paycard.Contract. - EXECUTION VERSION 09.08.2023 (13750 : Rapid Pay Card Contract Approval)

Exhibit A

DESCRIPTION OF PREPAID CARD PROGRAMS

A. PAYROLL CARD PROGRAM:

- a. Company may elect to use the Program to enable the payment of payroll and other work-related incentives to its Participant employees, independent contractors.
- b. Company represents and warrants that it complies with applicable laws and regulations concerning payment of wages to the Participants, including, but not limited to I-9 form completion, timeliness of payments, procedures to pay wages, calculation of net pay, distribution of wage statements and handling and reporting amounts withheld or deducted from each Participant's pay, and obtaining consent, as may be required by law, of each Participant who has elected to participate in the Program. By signing the attached Exhibit B, Company is requesting the removal of the independent identity verification requirement by Green Dot and agrees to retain all Participant Documents as described therein.
- c. **Card funding.**
 - i. Batch File Payroll Initiation or API: Company sends Green Dot an encrypted file via Secure File Transfer Protocol ("SFTP") instructing the Green Dot system how much money to load to each Card. Separately, Company sends the funds to the Bank in one aggregate ACH or wire transaction prior to the posting date and time.
 - ii. ACH Direct Deposit: Company may enter the Participant's Card routing and account number into its direct deposit payroll software and originate ACH payroll transactions. This is the same process the Company would use for direct deposit to a bank account.
 - iii. Off Cycle Batch File: Company may send Green Dot an encrypted file via SFTP instructing the Green Dot system to load funds, make corrections, and perform off-cycle payments. Cards are funded from a prefunded disbursement account at the Bank or a correspondent bank. This method could be used by the Company for both regular payroll as well as exception/off-cycle pay. The batch funding process for regular payroll would mitigate ACH fees assessed by the Company's banking partner.
 - iv. Web Portal: The Green Dot team's proprietary employer Web portal offers password-protected access to a secure website where Company can load funds to Cards, either individually or in batch files. Transactions are processed and funds are available to Cardholders immediately following file processing. Participant's cards are funded from a prefunded disbursement account at the Bank or a correspondent bank.

B. GENERAL PURPOSE CARD PROGRAM:

- a. Company may elect to use the Green Dot General Purpose Card Program to provide miscellaneous incentives and gifts to its employees, independent contractors.
- b. All Cardholders using a Green Dot General Purpose Card Program will be subject to a verification process. Green Dot and the Bank are required by federal law to maintain a written anti-money laundering ("AML") program. The Cardholder Identification Process ("CIP") is a component of this AML program. The CIP process gathers personal information from the Cardholder (name, physical address, date of birth and social security number) and passes it through a third-party compliance database to verify Cardholder identity. The process to conduct an identity check is for verification of the Cardholder only and does not pull from credit data or impact a consumer's credit score. Cardholders who are not successfully verified through this process will not be permitted to open a prepaid account with the Program.

Exhibit B

GREEN DOT PAYCARD PREPAID PAYROLL CARD PROGRAM CERTIFICATION OF COMPLIANCE WITH PAYROLL CARD BANK REQUIREMENTS

COMPANY INFORMATION

Company Name: Riley County, KS

Address: 110 Courthouse Plaza

City, State, Zip: Manhattan, KS 66502

Document Retention

As a participant in the Program, Company acknowledges and agrees that Bank is required to have access to documentation verifying each Participant's identity for a minimum of five (5) years after such Participant is terminated from employment with Company. As a condition of Green Dot making the Program available to Company and Participants, Company agrees to retain the following information as to each Participant for five (5) years after the Participant is terminated from employment: (i) Participant's complete name; (ii) Participant's date of birth; (iii) Participant's physical address; (iv) Participant's federal taxpayer identification number, and (v) government-issued photo ID document, or, alternatively, complete electronic records of having verified such documents and the Participant's identity that include all fields therein (collectively, the "**Participant Documents**"). Employer also agrees to retain the date the Participant was hired. While the Participant Documents may be the same as those required under applicable law for Company to verify eligibility of employment, for the avoidance of doubt, nothing set forth herein shall require Company to provide any Form I-9 to Green Dot.

Due Diligence Review

In addition, as a participant in the Payroll card program, Company agrees that at Bank's sole discretion, Bank, its authorized representatives or agents, and any government entity with regulatory or supervisory authority over Bank, shall have the right to request copies of Participant Documents, as described in the paragraph above, to inspect, obtain, and examine the Participant Documents to determine Company's compliance with and the document retention requirements set forth above. Company will provide such documentation within two (2) business days following Bank's request. If the requested Participant Documents are not provided within four (4) business days, at Bank's election, the affected Cards may be suspended until such time as the Participant Documents are provided.

By signing below, the authorized Company Representative certifies that it agrees to comply with the Document Retention and Due Diligence Review provisions as described above.

Signature of an Authorized Company Representative

Printed Name of Representative:

Title of Representative:

Date:

Attachment: Riley County_Rapid.Paycard.Contract. - EXECUTION VERSION 09.08.2023 (13750 : Rapid Pay Card Contract Approval)

Exhibit C

Cardholder Fees

Employee/Cardholder Fee Schedule		Level 2
ALWAYS FREE		
Domestic POS Signature Purchase		
International POS Signature Purchase ⁽¹⁾		
Domestic POS PIN Purchase (Including Cash Back)		
Domestic ATM Cash Withdrawals – Allpoint ⁽²⁾ & MoneyPass ⁽²⁾		
ACH Transfer to Bank Account		
ChekToday – Check Authorization ⁽³⁾		
Card to Card Transfer		
Request a Check		
Money Order at US Postal Service ⁽⁴⁾		
Interest Bearing Savings Account		
Over the Counter Bank Cash Advance/Withdrawal		
Direct Deposit		
Other Financial Transactions		
POS Decline (Domestic)		\$0.50
POS Decline (International)		\$0.50
International POS PIN Purchase		NO CHARGE ⁽¹⁾
Domestic ATM Cash Withdrawal – Out of Network		\$2.99
International ATM Cash Withdrawal – Out of Network		\$2.99 ⁽¹⁾
Domestic ATM Balance Inquiry (Allpoint & MoneyPass)		NO CHARGE
Domestic ATM Balance Inquiry – Out of Network		\$0.75
International ATM Balance Inquiry – Out of Network		\$0.75
Domestic ATM Withdrawal Decline (Allpoint, MoneyPass)		\$0.75
Domestic & International ATM Withdrawal Decline (Out of Network)		\$0.75
Bill Payment		NO CHARGE
New & Replacement Cards		
Employer Issued		NO CHARGE
CSR Issued		NO CHARGE ⁽⁵⁾
Personalized Card – First Time (Voluntary)		NO CHARGE ⁽⁵⁾
Companion Card		NO CHARGE ⁽⁵⁾
Information and Service		
Website Account Access		NO CHARGE
IVR & Live Agent Account Assistance		NO CHARGE
Text Alerts (unlimited messages)		NO CHARGE ⁽⁶⁾
Printed & Mailed Statement		NO CHARGE ⁽⁷⁾

Other Fees	
Overdraft/Negative Balance – Per Incident	NO CHARGE
Monthly Maintenance	NO CHARGE ⁽⁸⁾
Bill Pay Reversal	NO CHARGE
Convenience Check Order - Expedited	\$35.00
Convenience Check (Unauthorized, Stop Payment, Returned, Lost/Stolen)	\$25.00
Convenience Check (Copy)	\$10.00

1. *International ATM Cash Withdrawal, POS Signature Purchase and POS PIN Purchase Surcharge – 3% of transaction amount*
2. *Cardholder has surcharge free access to this network.*
3. *Cardholder can cash a ChekToday at Walmart for free.*
4. *When a money order is employee's first transaction for a pay period for the full amount of their pay, rapid! also refunds the amount of the USPS charge (which range from \$1.05 - \$1.50 per money order) to the employee's card account.*
5. *Free if sent via USPS First Class, Standard Overnight Mailing Fee \$25, Rush Overnight Mailing Fee \$35, Saturday Delivery Expedited Mailing Fee \$55.*
6. *Standard carrier rates may apply.*
7. *Upon request, employee may receive 1 free statement mailed to their home/month. Additional printed/mailed statements are subject to a fee of \$1.50. Statements are available free of charge on the Cardholder website.*
8. *Inactivity fee of \$4.95 per month is assessed after 6 months with no balance changing transactions.*

Signature of an Authorized Company Representative

Printed Name of Representative

Title of Representative

Date



AGENDA
JOINT CITY/COUNTY/COUNTY MEETING
CITY COMMISSION ROOM
CITY HALL
1101 POYNTZ AVENUE
MANHATTAN, KS 66502
THURSDAY, SEPTEMBER 21, 2023
4:00 P.M.

1. [Flint Hills Regional Council Update](#) (Jerry Lonergan, Executive Director, Flint Hills Regional Council)



This meeting is being held in the City Commission Room at City Hall, 1101 Poyntz Avenue. In accordance with provisions of the ADA, every attempt will be made to accommodate the needs of persons with disabilities. Please contact the Human Resources Department (587-2443) for assistance.



Flint Hills Regional Council

Overview

Presentation to

Manhattan, Riley and Pottawatomie Counties

September 21. 2023

Flint Hills Regional Council

enhancing the economic vitality and quality of life throughout the Flint Hills

- Region came together under the threat of losing Fort Riley
 - 2005 Base Realignment and Closure Commission
- Currently have 21 members paying dues = \$0.90 per capita
- Manhattan = \$48,690 is highest and Pottawatomie Co = \$12,925
 - Accounts for just over 50% of dues revenue
- Total Dues Revenue = \$116,906
- Total 2023 Operations Expenditure Budget = \$365,812
 - Non-Dues Revenue in Operations Budget = \$248,906
 - New monies FHRC brought into the region

Current Active Grants in the Region – *not included in the 2023 Operations Budget*

- \$450,000 Environmental Protection Agency – Brownfields Grant
- \$320,000 Ewing Marion Kauffman Foundation – Heartland Challenge
- \$71,250 Community Development Block Grant
 - FHRC will expense \$5,000 for grant administration
- \$17,000 Ks Department of Commerce – Microgrant Pilot (pending)

\$858,250 to the Region

Manhattan, Riley County, Pottawatomie County investments

Environmental Protection Agency – Coalition Grant (2017-2021)& Assessment Grant (2022-2024)

- Manhattan - Area Plans: Plaza West Shopping Center \$50,000 & SoDo Downtown - \$70,000
Phase I and II's-\$34,000
- Pottawatomie County Courthouse – Phase I & II and Structural Study Reuse Plan \$60,000
- Onaga – 2 Sites \$10,000
- Wamego – 1 Site \$15,000

Office of Local Defense Community Cooperation – noncompetitive grant submission Fall 2023

- Ogden, City of Riley, Green Valley: Housing Market Study – \$60,000
- Pottawatomie County: Bride Study \$120,000
- Cybersecurity Risk Assessment: Riley, Pottawatomie, Geary Counties \$100,000
- Infrastructure Assessment: Manhattan, Ogden, Riley County \$200,000
- 10% Match required for community participation

End of Year and 2024 Horizon

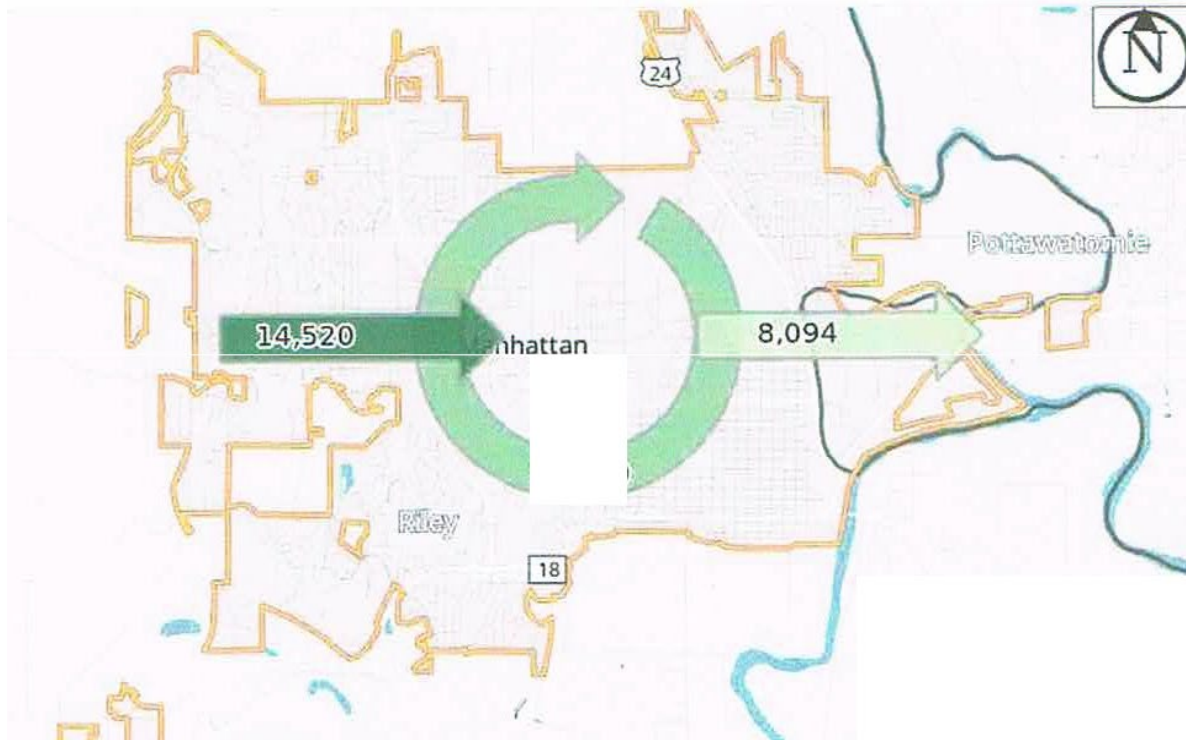
- Submitted
 - \$150,000 Community Development Block Grant
- Submitted before End of the Year
 - \$10,500,000 - Economic Development Administration – Disaster Supplemental (Manhattan projects – Pottawatomie ineligible)
 - \$1,000,000 – Office of Local Defense Community Cooperation – eligibility based on proximity to Fort Riley
 - \$1,000,000 – Environmental Protection Agency, Coalition Assessment Grant
 - Green Valley, Onaga, Manhattan Planning Projects
- 2024
 - \$210,000 Economic Development Administration Partnership Planning
 - Effort to establish 2 revolving loan funds \$1,000,000 each EDA and EPA
 - Multiple Community Development Block Grant submissions

FHRC Five Year Sustainability Plan

Future Roles

- Regional Convener
- Regional Advocate
- Maintain and Boost Support for Fort Riley
- Attract Funding for Regional Opportunities
- Deliver Specialized Services to Regional Members

US Census Bureau
On the Map
onthemap.ces.census.gov



• Why Region Is Important

- Manhattan (2020 data)
 - 58.8% of those working in Manhattan come from outside Manhattan = 14,520
 - 41% and work in Manhattan 10,190 (the white box)
 - 8,094 Exit Manhattan for Jobs

Beyond Chasing Grants –

As part of its convening function, FHRC should seek to identify critical and emerging issues that will impact the Flint Hills

- In 2022, neither Kansas nor the seven-county Flint Hills Region has reached their pre-Covid Job Total (2019 to 20220
- At the same time, both have experienced net job gain in their Manufacturing Sector
 - Kansas 1.2% growth in Manufacturing jobs
 - Flint Hills region 15.1% growth in Manufacturing

This is an issue that merits further analysis and research – early 2024 FHRC will engage is Economic Development Strategy Committee



Thank You