



**Board of Riley County
Commissioners
Regular Meeting
Agenda
November 14, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Letter of Support for Cox Communications' BEAD Grant Application
4. Letter of Support for Twin Valley Telephone's BEAD Grant Application
5. Deadline Extended for Indigent Legal Services Request for Proposals
6. Lease Renewal Agreement—RCPD Aggieville Substation
7. Sign standard contractual provision document for fire reporting software.
8. Sign Riley County Employee Action Form(s)
9. Discuss Joint City/County/County Meeting Agenda
10. Intergovernmental Luncheon Agenda
11. Approve payroll/accounts payables (when completed)

Review Minutes

12. Board of Riley County Commissioners - Regular Meeting - Nov 7, 2024 8:30 AM

Review Tentative Agenda

13. Tentative Agenda

Press Conference Topics

14. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

15. Administrative Work Session
16. Executive session to discuss confidential legal advice regarding potential litigation issues

- 9:20 AM Amanda Webb, Planning/Special Projects Director**
17. Request to fill Planning & Development Administrative Assistant I position
- 9:30 AM Shilo Heger, Treasurer**
18. October 2024 Revenue Reporting - Riley County Treasurer
- 9:45 AM Jason Smith, Manhattan Area Chamber of Commerce**
19. Economic development update
- 10:00 AM General Election Canvass**
- 10:20 AM Rich Vargo, County Clerk**
20. Health Department update
- 10:25 AM Jan Scheideman, Child Care Supervisor**
21. Raising Riley Childcare Facilitators - What We Do
- 10:40 AM Michael Boller, Noxious Weed/HHW Director**
22. Staff Update
23. Riley County property Bala Clean-Up
- 11:00 AM Budget and Planning Committee - Brittany Phillips, Budget and Finance Officer**
24. Monthly Cash Flow Report for October 2024
- 11:15 AM Amanda Webb, Planning/Special Projects Director**
25. Planning & Development - Staff Update
- 11:30 AM Bryant Parker, Deputy County Counselor**
26. Executive session to discuss confidential legal advice regarding potential litigation issues

Adjournment

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



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Letter of Support

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

COMMISSION AGENDA REPORT

FROM: Bryant Parker, Deputy County Counselor

MEETING: November 14, 2024

SUBJECT: Letter of Support for Cox Communications' BEAD Grant Application

PRESENTER: Bryant Parker, Deputy County Counselor

BACKGROUND

The BEAD (Broadband Equity, Access, and Deployment) Program, established under the Bipartisan Infrastructure Law, is aimed at closing the digital divide across America. Kansas is set to receive \$450 million in federal grants for broadband expansion

With their BEAD program application, Cox Communications further demonstrates their dedication to promoting digital equity and empowering un-and-underserved individuals and communities through connectivity.

Cox Communications has requested letters of support from all regional jurisdictions. Attached is the provided template.

FISCAL IMPACT

There is no fiscal impact with the signing of this letter of support.

RECOMMENDATION

Staff recommends the Board sign the letter of support for Cox Communications' BEAD grant application.

POSSIBLE MOTION

Move to authorize the Board sign the letter of support for Cox Communications' BEAD grant application.

Enclosures:

- Letter in Support of Cox Communications BEAD Program Grant for Broadband 11.14.24.v2 (DOC)



BOARD OF COMMISSIONERS

115 N. 4th Street, 1st Floor
 Manhattan, Kansas 66502
 Phone: 785-565-6844
 Fax: 785-565-6847
 Email: bocc@rileycountyks.gov

November 14, 2024

Kansas Office of Broadband Development
 Kansas Department of Commerce
 1000 SW Jackson, Ste. 100
 Topeka, KS 66612

RE: Support for Cox Communications BEAD Grant Application

Dear Kansas Office of Broadband Development:

By this letter, the Board of County Commissioners of Riley County expresses its unanimous support of Cox Communications' BEAD (Broadband, Equity, Access, and Deployment) application to expand fiber connectivity in Riley County.

Our citizens in Riley County need an expanded internet service to accomplish the following:

- Students require home internet access to fully participate in their education.
- Telemedicine appointments have become an essential part of rural health care.
- Farmers and ranchers rely on internet information to support their operations.
- "Zoom" fosters telecommuting, promoting job and population growth.

Access to reliable broadband internet is more crucial now than ever before. The BEAD program plays a vital role in bridging the digital divide and ensuring equitable access to high-speed internet services. Cox Communications is well-equipped to execute these initiatives effectively and efficiently; for more than 45 years they have demonstrated their commitment to advanced technology by investing significantly in network upgrades to deliver exceptional high-speed internet performance.

Additionally, Cox has a proven track record of partnering with community leadership and organizations to educate individuals about affordability programs and digital equity resources, including Cox Connect2Compete, ConnectAssist, and the Cox Digital Academy.

With their BEAD program application, Cox Communications further demonstrates their dedication to promoting digital equity and empowering un-and-underserved individuals and communities through connectivity.

Thank you for your continued efforts to improve digital access and equity.

Sincerely,

BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

John Ford, Chairman

Greg McKinley, Vice Chairman

Kathryn Focke, Member



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Letter of Support

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

COMMISSION AGENDA REPORT

FROM: Bryant Parker, Deputy County Counselor

MEETING: November 14, 2024

SUBJECT: Letter of Support for Twin Valley Telephone's BEAD Grant Application

PRESENTER: Bryant Parker, Deputy County Counselor

BACKGROUND

The BEAD (Broadband Equity, Access, and Deployment) Program, established under the Bipartisan Infrastructure Law, is aimed at closing the digital divide across America. Kansas is set to receive \$450 million in federal grants for broadband expansion.

Twin Valley is prepared to expand to more rural Kansans, fostering equitable internet access and driving community growth. As a local, family-owned provider serving rural Kansas for over 80 years, Twin Valley has the expertise and community commitment to maximize this funding opportunity.

Twin Valley Telephone has requested letters of support from all regional jurisdictions. Attached is the provided template.

FISCAL IMPACT

There is no fiscal impact with the signing of this letter of support.

RECOMMENDATION

Staff recommends the Board sign the letter of support for Twin Valley Telephone's BEAD grant application.

POSSIBLE MOTION

Move to authorize the Board sign the letter of support for Twin Valley Telephone's BEAD grant application.

Enclosures:

- Letter in Support of Twin Valley Telephone BEAD Program Grant for Broadband 11.14.24.v2 (DOC)



BOARD OF COMMISSIONERS

115 N. 4th Street, 1st Floor
 Manhattan, Kansas 66502
 Phone: 785-565-6844
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November 14, 2024

Kansas Office of Broadband Development
 Kansas Department of Commerce
 1000 SW Jackson, Ste. 100
 Topeka, KS 66612

RE: Support for Twin Valley Telephone BEAD Grant Application

Dear Kansas Office of Broadband Development:

By this letter, the Board of County Commissioners of Riley County expresses its unanimous support of Twin Valley Telephone's BEAD (Broadband, Equity, Access, and Deployment) application to expand fiber connectivity in Riley County.

Our citizens in Riley County need an expanded internet service to accomplish the following:

- Students require home internet access to fully participate in their education.
- Telemedicine appointments have become an essential part of rural health care.
- Farmers and ranchers rely on internet information to support their operations.
- "Zoom" fosters telecommuting, promoting job and population growth.

Riley County government's own experience demonstrates our organization's need for expanded broadband services in "north county." Better internet connectivity will be of tremendous value to our ambulance stations, multiple volunteers fire stations, and several election polling sites in the area.

Thank you for your continued efforts to improve digital access and equity.

Sincerely,

BOARD OF COMMISSIONERS OF
 RILEY COUNTY, KANSAS

John Ford, Chairman

Greg McKinley, Vice Chairman

Kathryn Focke, Member



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Recommendations

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

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, County Counselor
MEETING: November 14, 2024
SUBJECT: Deadline Extended for Indigent Legal Services Request for Proposals
PRESENTER: Clancy Holeman, County Counselor

BACKGROUND

Previously, Riley County published "Request for Proposals No. 2024-A," with a deadline to receive a minimum of 6 proposals acceptable to the BOCC by Monday, October 28, 2024, at 5:00 p.m.

We are requesting an extension of the deadline to December 13, 2024 at 12:00 p.m. and will publish as "Request for Proposals No. 2024-B" once signed.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Enclosures:

- Indigent Legal Services RFP No. 2024-B (PDF)

REQUEST FOR PROPOSALS No. 2024-B

DEADLINE EXTENDED TO DECEMBER 13, 2024, 12:00 noon

The Board of Commissioners of Riley County (hereinafter “Board”) requests proposals from at least six individual attorneys licensed to practice in Kansas. This Board has a statutory obligation to pay for certain identified indigent legal services. This Board has no statutory obligation to locate, employ or contract with attorneys to provide those services. This proposal is for contracts providing indigent defense services in Riley County. Such contracted legal services are only for those District Court Cases in which the Court is required to appoint an attorney. Such contracts shall have identical terms for each contracting attorney, including but not limited to the amount of compensation and any expense reimbursements described therein. A copy of the contract offered to any successful Proposer may be found on the Riley County website at: www.rileycountyks.gov. See that contract for details of the type of cases assigned and the Board’s expectations of performance. These contracts will be for a term of 3 years. The Board’s intent is to assist the District Court in meeting its constitutional duty to appoint counsel in certain cases. This service has a local history worth noting.

The work formerly performed by up to six attorneys performing the legal services described herein under contract with the Board historically generated an *average* of approximately 20 hours of reported work by every contracting attorney each week during a calendar year. But the total hours of work for each contracting individual attorney naturally varied, depending upon the number and difficulty of cases assigned by the District Court. Despite this variation in hours worked under the contracts, every contracting attorney received the same monthly base compensation during the term of their own individual contract. That monthly compensation was paid to each contracting attorney whether the hours they worked and reported for each week totaled more or less than 20 hours. The contracts were not intended by the Board to provide any guarantee of hours worked either more or less than 20 hours each week. The contracts were not intended by the Board to allow contracting attorneys to “specialize” in working only on certain categories of cases assigned by the District Court. The contracts were not intended by the Board to provide an amount of compensation sufficient to be the sole source of income received by any practicing attorney who signed it. Instead, the contracts were intended by the Board to provide an amount of compensation sufficient to supplement each attorney’s income from other sources received by contracting attorneys.

Near the end of calendar year 2021, four attorneys signed offered contracts with the Board to provide the foregoing services during 2023. But they refused to begin performance under those contracts when it became clear the Board had not been able to enter into contracts with a total of six attorneys. A subsequent Request for Proposal by the Board in the summer of 2023, intended to contract with up to six attorneys again, generated no Proposals from any attorney, despite the Board’s offer of a 26% increase in annual compensation.

This RFP is intended by the Board to assist the Courts by returning to a contracting system which **anticipates (and requires) contracts with six attorneys**. Thereafter, the Board reserves sole discretion to terminate any or all contracts entered into, if this system becomes un-manageable, as determined in the Board’s sole discretion. **Every contract offered will be for a three (3) calendar year term**, and none of them are effective until six attorneys acceptable to the Board have signed their contract and the Board has executed all six such contracts. Monthly compensation for that entire term will be **\$6,833.34 per lawyer**. **There will be no increases during the three (3) calendar year term, all six contracting attorneys will have the contractual right to withdraw from their contract upon 30 days written notice to the Board**. This monthly compensation amounts to base compensation of **\$82,000 annually for each contracting attorney** (not including expenses specifically allowed within each contract.) This represents a **40%** increase over the compensation offered (and rejected) in 2021 and a **16%** increase over the compensation offered but which generated no Proposals in the summer of 2023.

Proposals shall be submitted in an envelope clearly marked “Response to Request for Proposals No. 2024-B” to the Board of Commissioners of Riley County, Kansas, c/o the Riley County Clerk, 110 Courthouse Plaza, Manhattan, Kansas, and received no later than 12:00 p.m. on Friday, December 13, 2024. Proposers may submit Proposals individually, or in a group of no more than six attorneys. Interested Proposers are encouraged to submit Proposals well in advance of December 13, 2024. That is because Proposals may be publicly opened by the Board of Riley County Commissioners as such Proposals are received. Received Proposals may be publicly opened during the next available public meeting convenient to the Board. The Board may refer such publicly opened proposal to the Riley County Counselor for review and subsequent recommendation to the Board. The Board may require any Proposer to make a public presentation to the Board at a public meeting after the date their proposal is opened. The Board may also immediately select any submitted proposal upon its public opening.

The start date of each of any six individual attorneys selected by the Board will be governed by terms of each attorney’s contract generated hereunder. All six attorneys selected must be prepared to begin receiving District Court assignments of cases, and performing contract work upon those assigned cases, immediately upon the complete execution of all six contracts. Each selected attorney’s individual contract will be conditioned upon a total of six attorney(s) have been selected by the Board and have entered into completely executed contracts. If less than six attorneys submit Proposals, or if less than six attorneys are selected and enter into contracts, this RFP is void and no attorneys will be placed under contract with the Board as described in this RFP.

All six attorneys who sign their contract generated hereunder shall accept cases assigned by the District Court for any and all of the categories of cases identified in this Proposal and in their contracts generated hereunder, subject only to each attorney’s right or responsibility to refuse an assigned case as required or allowed by the Kansas Rules of Professional Conduct. For example, each of the six attorneys contracting with the Board shall reject assignment of any case in the event of an actual conflict of interest under the Kansas Rules of Professional Conduct. Each of the six attorneys shall immediately notify the District Court Judge assigned the case if that attorney cannot accept an assigned case for any reason. That attorney shall then assist and cooperate with the District Court Judge assigned the case in re-assigning such case first, if possible, to one of the other attorneys among the contracting six attorneys providing legal services under a contract generated pursuant to this RFP. If none of the six attorneys providing legal services under a contract generated hereunder are able to accept such re-assignment, the attorney refusing an assigned case shall continue to cooperate with the District Court Judge assigned the case in re-assigning such case to a substitute attorney not currently under a contract generated hereunder.

This Proposal terminates as soon as six individual attorneys acceptable to the Board enter into fully executed contracts generated hereunder, or at 12:00 p.m. Friday, December 13, 2024, whichever occurs first. No more than six individual attorneys acceptable to the Board will be selected to sign contracts generated hereunder.

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

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

All Proposals shall be submitted under the following terms and conditions:

1. No more or less than six individual attorneys shall be selected. If less than six qualified individual Proposers are selected by the Board of Riley County Commissioners as provided herein, this RFP and the contract it describes are null and void and no attorneys will be contracted with to provide the services described herein. In that event, all signed contracts by less than six attorneys are immediately terminated with no further action from the Board and are of no effect. Both individual attorney Proposals and Proposals with groups up to six attorneys identified are acceptable. No Proposals with groups of more than six attorneys are acceptable. Proposals shall contain the total years of practice of each attorney. And the total years of practice of each attorney in the areas set forth in the contract will be required. Preference will be given to attorneys Proposing who have practiced law in Kansas for no less than two years. Each attorney proposing must state in their Proposal they have read the contract offered herein and are willing to perform as required therein and they have no objection to any portion of this RFP or to the proposed contract's terms.

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

3. No more or less than six individual attorneys shall be selected from the Proposals by the Board to perform all described services. Selection of attorneys is in the Board's sole discretion.

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

5. The Board may reject any or all Proposals and may waive any irregularities in the Proposal process. Each individual attorney selected hereunder shall be required to enter into a written contract incorporating the terms set forth in this Request for Proposal and setting out additional terms.

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

7. The term of all six contracts shall be from the date of the Board's execution of a total of six

identical contracts, to December 31, 2027.

8. All six contracting attorneys shall coordinate and cooperate with the District Court on all scheduling issues which arise for any of the six attorneys who have entered into contract hereunder. But it shall remain at all times the primary responsibility of all six individual attorneys providing services hereunder to resolve their own scheduling issues in a manner in conformity with the contracts executed. It is never the primary responsibility of the District Court, District Court Administrator, District Court Clerk, Board or County Counselor to resolve such scheduling issues. Any of the six contracting attorneys who do not perform as required in this paragraph are subject to the immediate termination of their contract by the Board, in the Board's sole discretion.

9. In addition to their monthly compensation, all six contracting attorneys will also be reimbursed for their cost of internet searches in "child in need of care" cases to locate parties; along with discovery expenses related to copying discs supplied by the Riley County Attorney's Office; to the extent all such listed expenses are documented by the attorney and thereby shown to be directly related to services provided hereunder. All monthly payments, including all authorized reimbursable expenses described in this Request for Proposals, shall be documented by vouchers submitted to and approved by the District Court Administrator of the 21st Judicial District. The District Court Administrator shall forward copies of all such submitted vouchers, upon their receipt, to the Clerk of Riley County.

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

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

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

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

14. Any of the six contracting attorneys who fail or refuse to carry out any terms of this Request for Proposal, or any term of their executed contracts generated hereunder, are subject to immediate termination of their contract by the Board of County Commissioners.

15. If any of the six contracting attorneys resign, are terminated, or are otherwise unwilling or unable to complete their obligations under the contracts, they may be immediately replaced by an attorney

who, in the opinion of the Board, meets the qualifications required under this proposal. In the event of such a substitution, the replacement attorney must be approved by the Board of County Commissioners. It is solely the option of the Board of County Commissioners whether such substitution is made with or without a vacancy notice, re-application process or other requirements. The Board and/or County Counselor may consult with the District Court and District Court Administrator regarding selection of a substitute attorney. Those other attorneys remaining under contract at the time such replacement is being considered may submit to the Board their individual recommendations for a replacement by writing to the Riley County Counselor. But it is solely the option of the Board to select any replacement attorneys, and the recommendations described are not binding on the Board.

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

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

18. All six contracting attorneys shall serve during the term of their contract as independent contractors. None of the six contracting attorneys are employees of Riley and shall not be entitled to any benefits provided to Riley County employees, including but not limited to compensation increases such as merit, step or COLA adjustments.

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

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

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

22. The County reserves the sole right to select those proposals and subsequently select for award those Proposals (or Proposal) which best meet the County's requirements, needs, budget constraints, quality levels and expectations.

23. Riley County reserves the sole right to hold any or all Proposals for 30 calendar days from opening before rendering a decision.

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

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

John Ford, Chairman

Greg McKinley, Vice Chairman

Kathryn Focke, Member

ATTEST:

Rich Vargo, Riley County Clerk

(Seal)

Attachment: Indigent Legal Services RFP No. 2024-B (15154 : Indigent Legal Services RFP)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Agreement

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

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: November 14, 2024

SUBJECT: Lease Renewal Agreement—RCPD Aggieville Substation

PRESENTER: Clancy Holeman

BACKGROUND

This Board funds the annual lease of the “Aggieville Substation” used by the Riley County Police Department (RCPD). This Board does so because state law makes it solely responsible to provide facilities for RCPD (every RCPD building or “structure,” from the jail to the firing range).

The proposed 2025 lease renewal on that building is before you today for approval.

DISCUSSION

Mr. Gwyn Riffel, owner of the “substation” building, makes it available to Riley County as a public service, therefore at stable, below market rental rates. He has done so for many years, on an annual basis. Mr. Riffel has continued that practice for 2025, the term of the proposed lease renewal. He has also left in place a term the parties added for 2022-allowing the County to terminate this proposed lease renewal on 30 days notice.

FISCAL IMPACT

The **proposed lease renewal for 2025** is \$975/month, representing an annual expense to Riley County of \$11,700. (The currently in place **2024** lease renewal was at a monthly and annual rate of \$950, and \$11,400, respectively.)

RECOMMENDATION(S)

I recommend the Board approve the lease as presented.

POSSIBLE MOTION(S)

- A. “I move the Board authorize the Chairman to sign the lease as presented.”
- B. “I move the Board authorize the Chairman to sign the lease with the following changes... .”
- C. “I move the Board **not** authorize the Chairman to sign the lease.

Enclosures:

- Aggieville Substation Lease 2025 (PDF)

LEASE RENEWAL AGREEMENT

This agreement made this 29th day of October 2024 by and between GJL Real Estate Limited Partnership (Lessor) and Riley County (Lessee).

The parties do hereby agree and stipulate that they have previously entered into a lease agreement dated the 22nd of September 1993 for the property describe as follows:

Approximately 612 +/- square feet of space (the leased premises) comprising a portion of the premises commonly known as 1113 Moro Street, Manhattan, Kansas 66502 and herein by reference (the premises).

The parties do hereby mutually covenant and agree that the term of the lease described above is hereby extended for the period of one (1) year, said extension to commence the 1st day of January 2025 and shall terminate on the 31st day of December 2025. Lessee shall have the right to terminate the lease by providing a written 30-day notice to Lessor of said intent to terminate the lease. This extension shall be subject to all the terms, conditions, covenants, restrictions and agreements of the original lease fully repeated herein.

Exceptions to original terms:

- The rental amount for the year of the extension will be Eleven Thousand Seven Hundred Dollars and 00/100 (\$11,700.00) with equal monthly installments of Nine Hundred Fifty Dollars and 00/100 (\$975.00).
- The original Lessor under the Lease was GJL Real Estate, a Kansas general partnership. On December 29, 1999, the general partnership was converted to a limited partnership under the name and style of GJL Real Estate Limited Partnership, a Kansas limited partnership.

LESSOR:

GJL Real Estate Limited Partnership

By: 

Date: 10/29/24

LESSEE:

**Board of Commissioners of
Riley County, Kansas**

By: _____

Date: _____

Attachment: Aggieville Substation Lease 2025 (15164 : Lease Renewal)



**EMERGENCY
MANAGEMENT/FIRE**
Contract

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

COMMISSION AGENDA REPORT

FROM: Russel Stukey

MEETING: November 14, 2024

SUBJECT: Sign standard contractual provision document for fire reporting software.

PRESENTER: Fire Chief / Emergency Management Director Russel Stukey

BACKGROUND

Support for our current fire reporting software will end next year and we must have a complaint software to report to the state and federal government.

DISCUSSION

We have evaluated numerous products and have determined "First Due" is the product that fits our needs.

FISCAL IMPACT

Annual cost for the software will be \$7,950. We anticipate this software replacing two different programs that we currently use so the net increase in annual cost should be less than \$2,000 per year.

RECOMMENDATION(S)

Contract has been reviewed by EM/Fire, IT, Legal, Finance and HR. Staff recommends signing the standard contractual provisions document.

POSSIBLE MOTION(S)

Move to approve chair sign standard Riley County Contractual Provision document for fire reporting software.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Riley County FD#1_First Due_SSA Contract Package_08OCT2024_v3 Final for Signature (PDF)
- Riley County Standard Contractual Provisions - FINAL as of 11.6.24 (1)(PDF)



Agreement for Services

This Agreement for Services (this "Agreement") dated as of **November 15, 2024** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **Riley County Fire District #1** located at **115 N 4th St, Manhattan, KS 66502** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **13 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof. Upon cancellation, Locality Media will provide a pro-rated refund of any pre-paid service fees.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. Customer is a tax-exempt entity and will provide proof of status upon request. The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other

party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use

of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.

24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: _____

Email: _____

Phone: _____

b. **Tax Exempt** _____ (Yes/No)
If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

c. **Purchase Order Required** _____ (Yes/No)
If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

By: Toby Pitt

Name: _____

Title: _____

Date: _____

Riley County Fire District #1

By: Russel Stuker

Name: _____

Title: _____

Date: _____



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Exhibit A - Quote
Prepared By: Aisha Miller
Valid Until: December 31, 2024
Quote Number: 1545132000341730943

BILL TO:
Michelle Horstmeier
Riley County Fire District #1
115 N 4th St
Manhattan, KS 66502

Account: Riley County Fire District #1
Subscription Start: November 15, 2024
Initial Term: 13 months
Annual Subscription: \$7,950.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
Hydrant Management – Advanced Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, hydrant setup, hydrant service checklist, data management, mapping, service inspections, hydrant flow test and reporting.	
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.	
Assets & Inventory Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.	
CAD Integration (Other) Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.	
Essentials Online Training Package Up to 4 Hours Online Training with certified First Due Instructor	
Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	
	One-Time Fees Subtotal \$ 1,500.00
	13-month Subscription Fees Subtotal \$ 8,983.50
	Grand Total \$ 10,483.50
	<i>*Excluding Tax</i>

Statement of Work
Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

Terms and Conditions

Locality Media, Inc dba First Due agrees to split the Grand Total amount due into two (2) invoices. The first invoice will be in the amount of \$1,500 and will be invoiced on execution of this Agreement. The second invoice will be for the remaining balance of \$ 8,983.50 and will be invoiced on or around January 1, 2025. For subsequent annual periods, the Service fees are due and payable annually in advance on January 1st.

Payment Terms: Net 30 days

For electronic ACH payment: Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Statement of Work

For Quote Number: 1545132000341730943

Statement of Work | Riley County Fire District #1

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Riley County Fire District #1** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

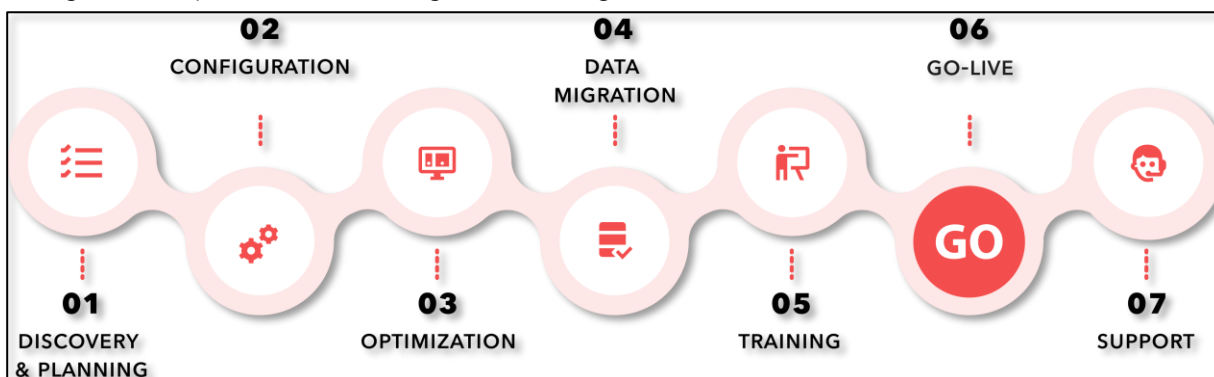
1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

2.3.4 Data Migration: Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this Statement of Work, First Due will Implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Zoho Sign Document ID: 2AB7F2F4-DRD6YG7E6BZLC9PFUYU8CNBAXTBKNGWRCO1UXJEIWG

Form
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

W-9

Request for Taxpayer
Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1

Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2

Business name/disregarded entity name, if different from above.

3a

Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

3b

If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.

4

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

5

Address (number, street, and apt. or suite no.). See instructions.

6

City, state, and ZIP code

7

List account number(s) here (optional)

8

Requester's name and address (optional)

107 7th Street

Garden City, NY 11530

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

9

Social security number

10

Employer identification number

11

Part II Certification

12

Under penalties of perjury, I certify that:

13

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

14

Sign Here

15

Signature of U.S. person

16

Date

17

General Instructions

18

What's New

19

Purpose of Form

20

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

21

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

22

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

23

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

24

Cat. No. 10231X

25

Form W-9 (Rev. 3-2024)

Attachment: Riley County FD#1_First Due_SSA Contract Package_08OCT2024_v3 Final for Signature (15162 : Standard Contractual Provisions

Locality Media, Inc. Agreement Aug 2024

Page 13 of 13

Packet Pg. 34

Attachment “___” to “Contract” Between Riley County (hereinafter “County”), and
(Locality Media, Inc., d/b/a First Due (hereinafter “Contractor”).

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County’s objectives of this provision. At County’s request, trial shall be by jury.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1. **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
 - 3.2. **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any Contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.
5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and

Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

6. **ANTI-DISCRIMINATION CLAUSE.**

- 6.1. In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
- 6.2. Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- 6.3. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 6.4. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 6.5. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 6.6. Contractor shall include the provisions of paragraphs 6.1 through 6.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

7. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.

8. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
12. **TERM AND TERMINATION.**
- 12.1. **Term.** This Contractual Provisions Attachment shall be effective as of the Effective Date as outlined in the Agreement for Services and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
- 12.2. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any. Prior to termination, Contractor shall be provided an opportunity to cure said default within a three (3) day period or longer in the event that Contractor commences to cure within said three (3) day period and diligently continues attempts to cure same.
- 12.3. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.
- 12.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon sixty (60) days written notice to Contractor, stating the effective date of the termination for convenience.

Payment Calculation Upon Termination. In the event of termination under the Contract by either party First Due will provide a prorated refund of any prepaid services.

13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert

and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.

14. **PERSONNEL.**

- 14.1. **Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.
- 14.2. **Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- 14.3. **Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

15. **PROHIBITION OF CONFLICTS OF INTEREST.**

- 15.1. **Interest of Public Officials and Others.** No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.
- 15.2. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.
- 15.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

16. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
17. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.
18. **RECORDS, REPORTS AND INSPECTION.**
- 18.1. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
- 18.2. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
- 18.3. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.
- 18.4. **Audit.** Contractor shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.
- 18.5. **Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.
- 18.6. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.
- 18.7. **Contractor's Purchasing Procedure.** Contractor certifies that it does not

practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

19. **METHOD OF BILLING AND PAYMENT.**

19.1. **Billing Procedures.** Contractor agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.

19.2. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 18, above.

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

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

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

20. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.

21. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.

22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.

23. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of

Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.

24. **LIABILITY INSURANCE.** Contractor agrees to maintain the minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for Proposal. Liability insurance coverage must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County named as an additional insured, which shall be delivered to the Office of the Riley County Counselor for approval. The additional insured is defended and indemnified for actions arising from Contractor's acts, actions omissions or neglects; but is not defended or indemnified for its own acts, actions, omissions, neglects or bare allegations. Such certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives notice of such change by registered mail.
25. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Vendor to perform the services hereunder, Vendor agrees to promptly replace that person with an individual approved by County.
26. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
27. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: Toby Pitt
Name:

By: _____
John Ford, Chairman

Date

Date

ATTEST:

(seal)

Approved as to Form

Rich Vargo, County Clerk

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Attachment: Riley County Standard Contractual Provisions - FINAL as of 11.6.24 (1) (15162 : Standard Contractual Provisions Doc. signature



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: November 14, 2024

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2024-11 HD A McCoy EAF (DOCX)
- 2024-11 EMS RBrock EAF (DOCX)
- 2024-11 Clerk LMuir EAF (DOCX)
- 2024-11 Fire CMarquez EAF (DOCX)
- 2024-11 HD DCreek EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Alyssa McCoy**Status Change Date:** 11/06/2024**Status Change:** Separation**Date of Hire:** 11/22/2021**Seniority:** 2 Year(s), 11 Month(s)**Position:** Public Health Nurse**Position Type:** Regular Full Time**Pay Range:** 18**Pay Type:** Salary**Base Rate:** \$2,912.00**Annualized Pay:** \$75,712.00**Funds Codes:** 30-Health Department/421-HD Family Planning**Supervisor:** Jacob Clarke**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-11 HD A McCoy EAF (15153 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Ryan Brock**Status Change Date:** 11/07/2024**Status Change:** New Hire**Date of Hire:** 11/19/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Paramedic**Position Type:** Regular Full-Time**Pay Range:** PARAM**Pay Type:** Hourly**Base Rate:** \$21.92**Annualized Pay:** \$81,050.00**Funds Codes:** 1-General/20-EMS, Ambulance**Supervisor:** Joshua Gering**Department Head:** David Adams

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-11 EMS RBrock EAF (15153 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Lori Muir**Status Change Date:** 11/9/2024**Status Change:** Reclassification**Date of Hire:** 8/3/1998**Seniority:** 26 Year(s), 3 Month(s)**Position:** Real Estate Specialist**Position Type:** Full-Time**Pay Range:** 15**Pay Type:** Salary**Base Rate:** \$4,114.40**Annualized Pay:** \$106,974.40**Funds Codes:** 1- General/2-Clerk**Supervisor:** Rich Vargo**Department Head:** Rich Vargo

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-11 Clerk LMuir EAF (15153 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Chayce Marquez**Status Change Date:** 11/4/2024**Status Change:** Separation**Date of Hire:** 10/30/2022**Seniority:** 1 Year(s), 0 Month(s)**Position:** Volunteer Firefighter**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Stipend**Base Rate:** 0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Fire District #1/183- Fire District #1**Supervisor:** Douglas Russel**Department Head:** Russel Stukey

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-11 Fire CMarquez EAF (15153 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Diane Creek**Status Change Date:** 11/12/2024**Status Change:** New Hire**Date of Hire:** 12/09/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Health Department Director**Position Type:** Regular Full Time**Pay Range:** Range II**Pay Type:** Salary**Base Rate:** \$5,733.77**Annualized Pay:** \$149,078.09**Funds Codes:** 30-Health Department/400-Health Department General**Supervisor:** BOCC**Department Head:** BOCC

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-11 HD DCreek EAF (15153 : Employee Action Form (Green Sheet))

Cindy Kabriel

From: Chelsea Johnson <chelsea.johnson@cityofmhk.com>
Sent: Thursday, November 7, 2024 9:04 AM
To: Chad Kinsley; Cindy Kabriel
Cc: Brenda Wolf; Lauren Page; Danielle Dulin
Subject: 11/21/2024 Joint City/County/County Items
Attachments: 112124 Agenda-Ci.docx

Good morning,

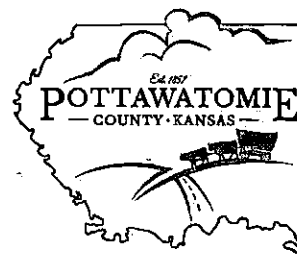
The next Joint City/County/County meeting is scheduled for Thursday, November 21, 2024, at the City. Attached is the draft agenda. Please let the City Clerk's Office know if something needs to be added to the agenda before noon on Thursday, November 14, 2024.

Thank you!!

Chelsea Johnson
Assistant City Clerk
City Manager's Office
785-587-2405



Attachment: 11-21-24 Joint City Co Co Draft Agenda (14069 : Joint City/County/County Agenda Meeting Information)



AGENDA
JOINT CITY/COUNTY/COUNTY MEETING
City Commission Room
City Hall
1101 Poyntz Avenue
Manhattan, KS 66502

Thursday, November 21, 2024
4:00 P.M.

1. Reinvestment Housing Incentive Districts (RHIDs)
 (Stephanie Peterson, Director of Community Development)



This meeting is being held in the City Commission Room at City Hall, 1101 Poyntz Avenue, Manhattan, KS 66502. Public participation is solicited without regard to race, sex, familial status, military status, disability, religion, age, color, national origin, ancestry, sexual orientation, or gender identify. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodation to participate in this meeting, or those requiring language assistance (free of charge) should contact the City of Manhattan ADA Coordinator, Deann Tiede, no later than forty-eight (48) hours prior to the meeting, at (785) 587-2442 or 7-1-1 (Relay).



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
November 18, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Brittany Phillips, Budget and Finance Officer

1. OPIOID Funds

9:15 AM

David Adams, EMS/Ambulance Director

2. Staff update

9:30 AM

Press Conference

3. Recognize Maria Garcia Baquero as Home Visitor of the Year - John Ford (3-5 minutes)

9:40 AM

Brittany Phillips, Budget and Finance Officer

4. CIP Work Session

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

5. Administrative Work Session

10:30 AM

Employee Day Committee

6. Employee Day

10:50 AM

John Ellermann, Public Works Director/County Engineer

Attachment: 11-18-24 tentative agenda (14250 : Tentative Agenda)

7. Project update

12:00 PM

Law Enforcement Agency Meeting

Adjournment

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

Attachment: 11-18-24 tentative agenda (14250 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
November 21, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

[District 1 – John Ford, Chair](#)

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

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

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:15 AM

Amy Manges, Register of Deeds

1. Staff update

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

2. Administrative Work Session

9:50 AM

Brittany Phillips, Budget and Finance Officer

3. Budget Amendment

10:00 AM

Gary Fike, County Extension Director

4. Staff update

10:15 AM

Erin Friedline, RCPD

5. RCPD update

10:30 AM

Katharine Hensler, Museum Director

6. Staff update

12:00 PM

County Officials Luncheon

Attachment: 11-21-24 tentative agenda (14250 : Tentative Agenda)

4:00 PM Joint City/County/County Meeting (at City Offices)**Adjournment****Announcements**

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

The Northeast Kansas County Officials Annual Meeting will be held Friday, November 22nd at 8:00 a.m. at the Lyndon Community Building, 205 W. 10th Street, Lyndon, Kansas.

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: 11-21-24 tentative agenda (14250 : Tentative Agenda)



PLANNING & DEVELOPMENT
Personnel

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

COMMISSION AGENDA REPORT

FROM: Amanda Webb, Planning Director

MEETING: November 14, 2024

SUBJECT: Request to fill Planning & Development Administrative Assistant I position

PRESENTER: Amanda Webb, Planning Director

BACKGROUND

I am requesting to fill the new permanent, full-time Administrative Assistant I position the BOCC approved starting with the 2025 budget. The position replaces the as-needed Clerical Assistant position and would start immediately after the new year.

DISCUSSION

This position is essential to the Planning & Development Department as the overall workload continues to increase. While the position will support all administrative functions of the department, it will be particularly responsible for supporting the environmental health functions. The position also serves as front line customer service, assisting customers in person and on the phone.

I would like to open the job announcement immediately so I may find a suitable candidate to begin right after the new year.

FISCAL IMPACT

The position is a pay range of four (4), and has been included in the approved 2025 Planning & Development budget at \$60,946 including salary and benefits.

STAFF RECOMMENDATION

Staff recommends the BOCC allow the position to be opened for advertising.

POSSIBLE MOTION(S)

Move to approve the position be opened for advertising.

Enclosures:

- Admin Asst I Position Description (DOCX)
- 2024-11 PD Administrative Assistant PAF (DOCX)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	ADMINISTRATIVE ASSISTANT I	
Department:	Planning & Development	Division:
Reports To:	Director of Planning & Development	
Pay Range:	4	Status: Full Time
FLSA Status:	Non-Exempt	

Position Summary: The Administrative Assistant I provides administrative support to the Planning & Development Department, with primary emphasis on the environmental health functions of the department. Performs general clerical tasks and assists the public.

ESSENTIAL FUNCTIONS:

- Provides customer service, including answering/directing calls, distributing information, providing applicants with instructions, and/or directing people to the appropriate staff depending on the need.
- Provides general clerical support for the department through word-processing, data entry, filing, photocopying, scanning, fax, distributing mail, maintaining supply inventory, and relaying messages.
- Assists the Environmental Health Specialist/Technician by entering pumping reports, following up on any failures, and scanning, tracking, and filing applications and reports correctly.
- Maintains records for the department in an organized, central filing system, including scanning, organizing and maintaining hard copy and electronic files, and purging files as appropriate.
- Serves as a backup for accounting and financial records for the department to process accounts receivable and payable properly.
- Serves as backup petty cash fund and departmental purchase-card coordinator, working directly with the Budget and Finance division to ensure compliance with Riley County procedures.
- Assists in coordinating meetings for the Manhattan Urban Area Planning Board and the Riley County Planning Board/Board of Zoning Appeals, including assembling packets, scheduling the room and security, setting up the recording system for taking minutes, preparing minutes of meeting and when needed, attending meetings
- Helps maintain a variety of databases/spreadsheets provide efficient workflow for the department.
- Utilizes and maintains an electronic permit system for permitting, licensing, and application processing and tracking.
- Prepares, maintains, and distributes various reports and project lists.
- Maintains inventory records of departmental equipment.
- Performs other duties as assigned.

Position Requirements:

Education: High school diploma or equivalent required. Vocational training preferred. Technical coursework in computer software programs for word processing, spreadsheets, and databases preferred. Valid driver's license required.

Experience: 2 years in an administrative position required. Experience with modern office practices, business English, spelling, and math required. Experience working in an office and with public, proficient in excel, clerical experience preferred.

Skills: Ability to develop proficiency in Geographic Information Systems and electronic permit systems. Competent organizational skills. Ability to work effectively with the public, advisory boards, other agencies, and other county staff. Skill in written and verbal communication. Proficiency in word-processing applications and creating spreadsheets required.

Supervisory Control: Instructions are accepted from all office staff as directed by supervisor. The employee plans and carries out successive steps and handles problems and deviations in the work assignment in accordance with instructions, policies, previous training, or accepted practices.

Supervisory Responsibility: None

Guidelines: Procedures have been established and several specific guidelines are available.

Complexity: The variety of tasks and duties performed involve many different and unrelated processes and methods relative to the performance of administrative and professional tasks. Multiple tasks are pursued simultaneously, and decisions must be made based on the assessment of unusual circumstances, variations in approach or conflicting data.

Scope and Effect of Work: Involves the execution of specific rules, regulations, or procedures and typically comprises a complete segment of an assignment or project of broader scope.

Personal Contacts: Personal contacts are with other employees as the initial contact with anyone entering or calling the office. People contacted generally are engaged in different functions and kinds of work performed for the county including volunteers. A substantial number of contacts are made with members of the general public to provide educational or safety materials.

Purpose of Contacts: The purpose is to obtain, clarify or give facts or information regardless of the nature of those facts. The facts or information may range from the easily understood to the highly technical. Distributing and providing educational information is included.

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

Required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms. The employee occasionally lifts/pushes/pulls 50+lbs, frequently lifts up of 25-50lbs and constant lift of up to 25lbs. Specific vision abilities required by this job include close vision, color vision, depth perception, and ability to adjust focus.

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

Work is generally in an office setting involving everyday risks or discomforts and normal safety precautions typical of an office setting with visual attention and dexterity in computer operation. There is an occasional risk the employee is potentially subject to verbal or physical abuse from disgruntled individuals. The noise level in the work environment is usually moderate.

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

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

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

- Submitted by Amanda Webb on 11/12/2024 at 06:16 AM
- Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)		
Company Riley County, KS	Position Template ADMINISTRATIVE ASSISTANT I [PDADMINASST]	Work Location Office Building
Job ID 2855742	Salary \$18.21 - \$19.79	Supervisor Position No
Pay Grade RANGE 4 [RANGE 4]	EEO Class Paraprofessionals [5]	Workers Compensation 8810 [8810]
Cost Center 1 County General [1]	Cost Center 2 Planning & Development [24]	Cost Center 3 --
1 Job Slot ADMINIS-1		

Supervisor: Amanda Webb

Department Head: Amanda Webb

☒No changes to Position or Budget

☒Budgeted

☐New request for budget (details attached)

☒Position Description attached

☐New or updated position description

Total annual hours 2080

Salary: \$41,163.20

Budget for Benefits: \$16,259.46

Total proposed annual budget: \$57,422.66

Additional Position Comments: _____

BoCC Chair

Date: _____

BoCC Member

Date: _____

BoCC Member

Date: _____



COUNTY TREASURER'S OFFICE
Staff Update

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

STAFF REPORT

FROM: Shilo Heger

MEETING: November 14, 2024

SUBJECT: October 2024 Revenue Reporting - Riley County Treasurer

PRESENTER: Shilo Heger

Enclosures:

- October Financials (PDF)

Riley County Balance Sheet
October 31, 2024

18.a

Assets		Liabilities/Fund Balances		
KS State Bank-Checking	49,801,113.97	County General		12,846,498.57
KS State Bank-ARP	10,035,177.45	Disaster Fund (ARPA Funds)		10,035,180.38
Riley State Bank	161,377.96	Health Department		1,384,778.03
Outdoor Bank	5,000.00	Capital Improvements Fund		26,948,057.16
		Economic Development		315,128.18
Cash on Hand	36,045.08	RCPD Levy/Inmate Medical		1,390,996.74
CD/CDARS	14,577,189.33	Bond & Interest		260,868.11
		Road & Bridge Capital Projects		5,724,706.33
		Road & Bridge .20 Sales Tax		4,389,372.73
		Landfill Closure		41,729.71
		Special Parks & Recreation		18,794.55
		County Building		218,947.85
		County Auction		437,635.23
		Solid Waste		791,360.07
		Emergency Management		652,640.53
		Fire District #1		1,093,635.03
		Register of Deeds Tech Fund		173,252.37
		Clerk Tech Fund		188,699.53
		Treasurer Tech Fund		119,982.65
		Motor Vehicle Operations		348,883.51
		RCPD Ops/IT Reserve/Seizure		2,917,517.52
		District Court-Technology		151,577.38
		Court Services		4,525.00
		EMS Grants		5,185.21
		Museum Bequest		6,582.25
		War Memorial Fund		12,090.07
		KS Opioid Settlement		248,577.48
		LATCF Funds		100,000.00
		Miscellaneous		26,481.00
		Community Corrections		453,149.38
		JJA Prevention	Teen Court	Adult Services
		Juvenile Intake Case Manager	Juvenile Service	Special Alcohol
		County Attorney		3,837.68
		Special Prosecutor Trust	PATF	
		Benefit Districts		1,281,631.84
		University Park	Moehlman Bottoms	Deep Creek
		Carson Sewer	Valleywood	Lakeside Heights
		Hunters Island	Terra Heights	Konza
		Mertz/McGehee Drainage		
		Funds to be Distributed		338.42
		City Funds	Wildlife & Parks	School Funds
		Township Funds	Special Assessments	State Funds
		Cemetery Funds		
		Tax Holding Funds		2,023,263.30
		Commercial Vehicle Fees	16/20M Truck Taxes	Advance Tax
		Recreational Vehicle Tax	Current Ad Valorem Tax	Sales Tax Coll
		Motor Vehicle Tax	Delinquent PP Tax	Driver's License
		Motor Vehicle Registrations	Delinquent RL Tax	Veh Rental Excise
TOTAL ASSETS	\$ 74,615,903.79	TOTAL LIABILITIES & FUND BAL		74,615,903.79

Attachment: October Financials (15147 : October Treasurer's Report-2024)

Investments and Interest
October 31, 2024
Investments & Year to Date Interest

Bank	CDs	Checking Savings	Year to Date Interest	2023 Interest
KS State Bank	\$0.00	\$59,836,291.42	\$3,063,536.57	
Riley State Bank	\$5,800,000.00	\$161,377.96	\$150,976.44	
Peoples State Bank	\$0.00	\$5,000.00	\$49.64	
Sunflower	\$0.00	\$0.00	\$0.00	
UMB	\$0.00	\$0.00	\$0.00	
Landmark National Bank	\$0.00	\$0.00	\$0.00	
Intrust	\$1,500,000.00	\$0.00	\$324,977.90	
Capitol Federal	\$0.00	\$0.00	\$48,061.92	
Community 1st National Bank	\$2,000,000.00	\$0.00	\$0.00	
United Bank	\$4,800,000.00	\$0.00	\$22,249.59	
Municipal Investment Pool	\$0.00	\$0.00	\$0.00	
Commerce Bank	\$477,189.33	\$0.00	\$40,399.63	
Central National Bank	\$0.00	\$0.00	\$0.00	
Total	\$14,577,189.33	\$60,002,669.38	\$3,650,251.69	\$3,212,456.84
Cash & Transfer items	\$36,045.08			
Total on Deposit	\$74,615,903.79			

	2024	2023
Interest Transfers		
Capital Improvements #145	\$1,052,690.08	\$545,253.65
Emergency 911 #148	\$38,967.79	\$34,542.01
Reg of Deeds Technology #106	\$9,245.12	\$7,849.63
Clerk Technology #107	\$9,595.45	\$7,391.06
Treasurer Technology #108	\$6,085.66	\$4,796.87
RCPD Seizure Funds	\$16,201.97	\$15,305.20
Total Transfers	\$1,132,786.07	\$615,138.42
Net Interest to County General	\$2,517,465.62	\$2,597,318.42

Budget	\$ 2,000,000.00	\$100,000.00
% Collected	125.87%	2597.32%

Interest - ARPA Fund **\$573,763.03** **\$695,016.71**

Interest rate on active checking account 4.95%
Interest rate on one year investments 4.21%

Attachment: October Financials (15147 : October Treasurer's Report-2024)

**General Fund Revenue Detail
Through October 31, 2024**

	October		Year To Date		
	Actual	Budget	Actual	Budget	Variance
Motor Vehicle					
Motor Vehicle	276,819	179,845	2,157,299	1,998,282	159,017
Vehicle Rental Excise	0	0	44,130	45,059	-929
Recreational Vehicle	2,492	1,766	19,289	19,606	-317
Commercial Vehicles	2,980	0	86,471	84,447	2,024
Ad Valorem					
RL/Oil/PP	5,312	0	25,456,475	26,155,925	-699,450
Intangible	0	0	271,181	199,608	71,573
16/20 M Trucks	0	0	15,102	15,017	85
Watercraft	15	0	15,450	15,667	-217
Delinquent Tax	40,269	0	336,068	0	336,068
Sales Tax	231,452	166,666	1,940,176	1,666,668	273,508
Payment In Lieu of Tax	0	0	45,682	40,000	5,682
City/County Highway	263,639	276,252	1,038,498	1,105,011	-66,513
Interest/Penalties	18,331	25,000	308,253	250,000	58,253
Investment Interest	-95,342	166,666	2,517,466	1,666,668	850,798
Recording Fees	34,896	25,000	321,836	250,000	71,836
Hertiage Trust Fund	2,591	0	23,798	0	23,798
Juvenile Supervision Fees		41	156	418	-262
Diversion Fees	6,584	5,000	42,959	50,000	-7,041
Franchise Fees	5,428	8,750	22,984	35,000	-12,016
Miscellaneous		0	27,042	0	27,042
Departments					
Clerk	18,604	250	19,470	2,500	16,970
Register of Deeds	3,491	2,084	35,947	20,832	15,115
Treasurer	157	666	2,849	6,668	-3,819
Clerk of the District Court	0	3,334	27,456	33,332	-5,876
Emergency Management	0	0	80,814	85,907	-5,093
Coroner	5,000	0	5,000	0	5,000
Fair	1,825	1,666	27,476	16,668	10,808
Museum	0	0	0	0	0
Election	148	1,000	67,380	10,000	57,380
Ambulance/EMS	200,489	135,412	1,613,719	1,354,127	259,592
Appraiser	43	1,500	6,357	15,000	-8,643
Planning & Development	3,135	3,166	29,900	31,668	-1,769
Information Systems	0	0	15,240	0	15,240
General-General	9,884	0	69,570	0	69,570
Public Works	37,922	40,000	456,812	400,000	56,812
Noxious Weed	7,270	9,166	95,580	91,668	3,912
Total Before Transfers	1,083,435	1,053,230	37,243,882	35,665,746	1,578,136
Transfers In	0	0	48,448	0	0
Total After Transfers	1,083,435	1,053,230	37,292,331	35,665,746	1,626,585
Over/Under Budget Before Transfers	2.87%		4.42%		
Over/Under Budget After Transfers	2.87%		4.56%		

Attachment: October Financials (15147 : October Treasurer's Report-2024)

2024 General Fund Revenue
Year To Date

18.a

	October		Year To Date		
	Actual	Budget	Actual	Budget	% of Budget Collected
Motor Vehicle					
Motor Vehicle	276,819	179,845	2,157,299	1,998,282	107.96%
Vehicle Rental Excise	0	0	44,130	45,059	97.94%
Recreational Vehicle	2,492	1,766	19,289	19,606	98.38%
Commercial Vehicles	2,980	0	86,471	84,447	102.40%
Ad Valorem					
RL/Oil/PP	5,312	0	25,456,475	26,155,925	97.33%
Intangible	0	0	271,181	199,608	135.86%
16/20 M Trucks	0	0	15,102	15,017	100.56%
Watercraft	15	0	15,450	15,667	98.62%
Delinquent Tax	40,269	0	336,068	0	0.00%
Sales Tax	231,452	166,666	1,940,176	2,000,000	97.01%
Payment In Lieu of Tax	0	0	45,682	40,000	114.21%
City/County Highway	263,639	276,252	1,038,498	1,105,011	93.98%
Interest/Penalties	18,331	25,000	308,253	300,000	102.75%
Investment Interest	-95,342	166,666	2,517,466	2,000,000	125.87%
Recording Fees	34,896	25,000	321,836	300,000	107.28%
Hertiage Trust Fund	2,591	0	23,798	0	0.00%
Juvenile Supervision Fees		41	156	500	31.13%
Diversion Fees	6,584	5,000	42,959	60,000	71.60%
Franchise Fees	5,428	8,750	22,984	35,000	65.67%
Miscellaneous		0	27,042	0	0.00%
Departments					
Clerk	18,604	250	19,470	3,000	649.01%
Register of Deeds	3,491	2,084	35,947	25,000	143.79%
Treasurer	157	666	2,849	8,000	35.62%
Clerk of the District Court	0	3,334	27,456	40,000	68.64%
Emergency Management	0	0	80,814	85,907	0.00%
Coroner	5,000	0	5,000	0	0.00%
Fair	1,825	1,666	27,476	20,000	137.38%
Museum	0	0	0	0	0.00%
Election	148	1,000	67,380	12,000	561.50%
Ambulance/EMS	200,489	135,412	1,613,719	1,624,951	99.31%
Appraiser	43	1,500	6,357	18,000	35.31%
Planning & Development	3,135	3,166	29,900	38,000	78.68%
Information Systems	0	0	15,240	0	0.00%
General-General	9,884	0	69,570	0	0.00%
Public Works	37,922	40,000	456,812	480,000	95.17%
Noxious Weed	7,270	9,166	95,580	110,000	86.89%
Total Before Transfers	1,083,435	1,053,230	37,243,882	36,838,980	101.10%
Transfers In	0	0	58,159	300,000	19.39%
Total After Transfers	1,083,435	1,053,230	37,302,042	37,138,980	100.44%
Over/Under Budget Before Transfers	2.87%				
Over/Under Budget After Transfers	2.87%				
October = 83.33% of the Budget					

Attachment: October Financials (15147 : October Treasurer's Report-2024)

**Sales Tax Received
October 31, 2024**

18.a

	County General				
	2023	2024	Prior Year Variance	2024 Budget	% Over Budget
January (Nov)	193,878.41	183,689.10	-5.26%	166,667	10.21%
February (Dec)	211,882.26	207,797.81	-1.93%	166,667	24.68%
March (Jan)	168,813.93	170,859.67	1.21%	166,667	2.52%
April (Feb)	170,747.53	174,539.13	2.22%	166,667	4.72%
May (Mar)	197,338.15	188,313.31	-4.57%	166,667	12.99%
June (Apr)	176,160.38	186,323.40	5.77%	166,667	11.79%
July (May)	182,832.23	195,968.02	7.18%	166,667	17.58%
August (June)	201,283.34	193,612.81	-3.81%	166,667	16.17%
September (July)	167,263.67	207,620.11	24.13%	166,667	24.57%
October (Aug)	193,329.61	231,452.41	19.72%	166,667	38.87%
November (Sept)	216,907.02	0.00	-100.00%	166,667	-100.00%
December (Oct)	193,516.34	0.00	-100.00%	166,667	-100.00%
Year to Date	\$2,273,952.87	\$1,940,175.77		\$ 2,000,000.00	-2.99%

	2023	2024
Sales Tax Collected	\$2,273,952.87	\$1,940,175.77
Budget	\$1,800,000.00	\$2,000,000.00
% of Budget Collected	126.33%	97.01%
% Over Budget	26.33%	13.68%

Attachment: October Financials (15147 : October Treasurer's Report-2024)

**Sales Tax Received
October 31, 2024**

18.a

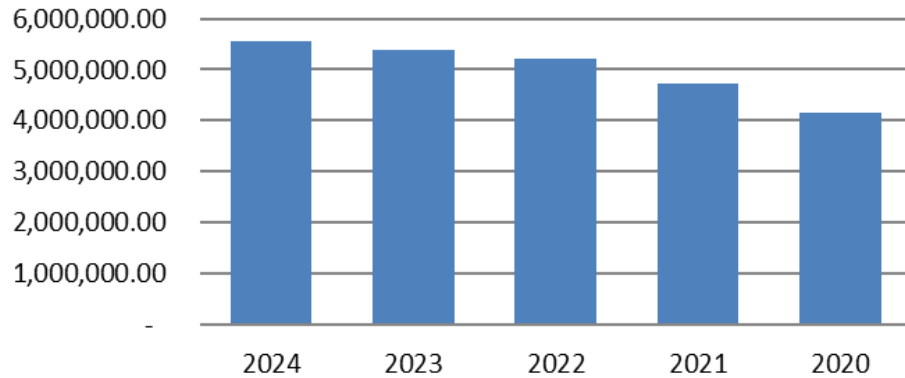
	Road & Bridge			2024 Budget	% Over Budget
	2023	2024	Prior Year Variance		
January (Nov)	193,878.40	212,079.24	9.39%	166,667	27.25%
February (Dec)	211,882.25	239,257.27	12.92%	166,667	43.55%
March (Jan)	195,644.52	196,726.95	0.55%	166,667	18.04%
April (Feb)	197,885.43	200,963.47	1.56%	166,667	20.58%
May (Mar)	228,702.28	216,822.94	-5.19%	166,667	30.09%
June (Apr)	204,158.59	214,531.81	5.08%	166,667	28.72%
July (May)	211,890.83	225,636.56	6.49%	166,667	35.38%
August (June)	232,392.78	221,097.24	-4.86%	166,667	32.66%
September (July)	193,115.20	237,092.96	22.77%	166,667	42.26%
October (Aug)	223,209.72	264,308.42	18.41%	166,667	58.59%
November (Sept)	250,431.18	0.00	-100.00%	166,667	-100.00%
December (Oct)	223,425.34	0.00	-100.00%	166,667	-100.00%
Year to Date	\$2,566,616.52	\$2,228,516.86		\$ 2,000,000.00	11.43%

	2023	2024
Sales Tax Collected	\$2,566,616.52	\$2,228,516.86
Budget	\$1,800,000.00	\$2,000,000.00
% of Budget Collected	142.59%	111.43%
% Over Budget	42.59%	28.09%

Attachment: October Financials (15147 : October Treasurer's Report-2024)

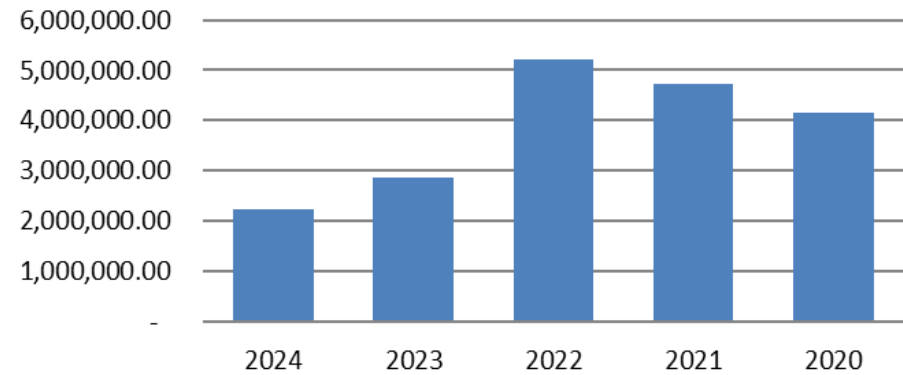
Sales Tax Data October 2024

.50% General Fund Sales Tax Year to Date Oct (August Sales)



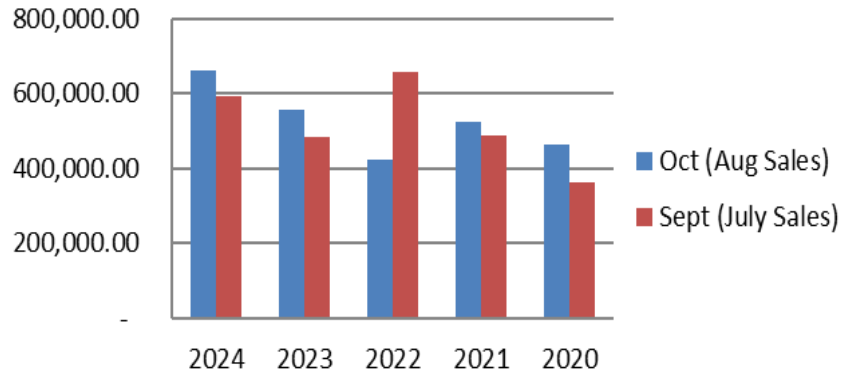
General Fund Sales Tax year to date is 3.31% higher than October 2023

Road & Bridge Sales Tax Year to Date Oct (August Sales)



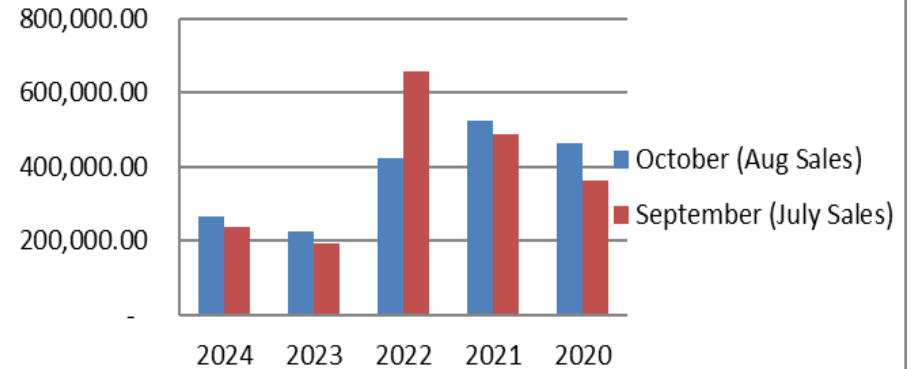
Road & Bridge Sales Tax year to date is 22.10% lower than October 2023

.50% General Fund Sales Tax Prior month comparison



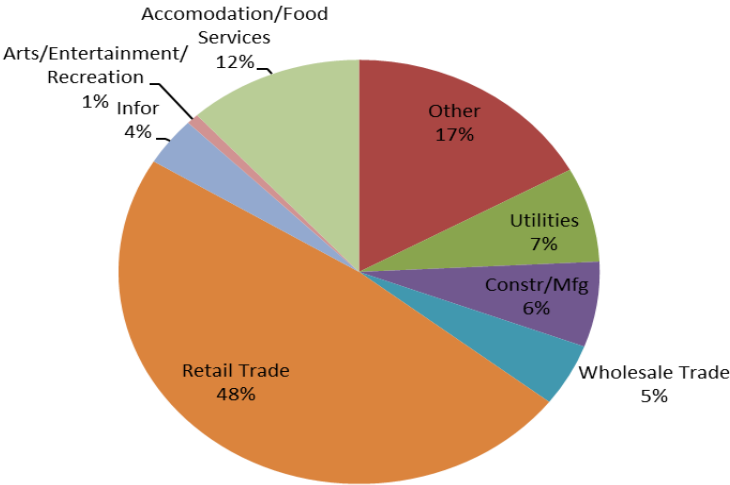
General Fund Sales Tax is 7.23% higher than August 2024.

.20 R&B Sales Tax History Prior month comparison



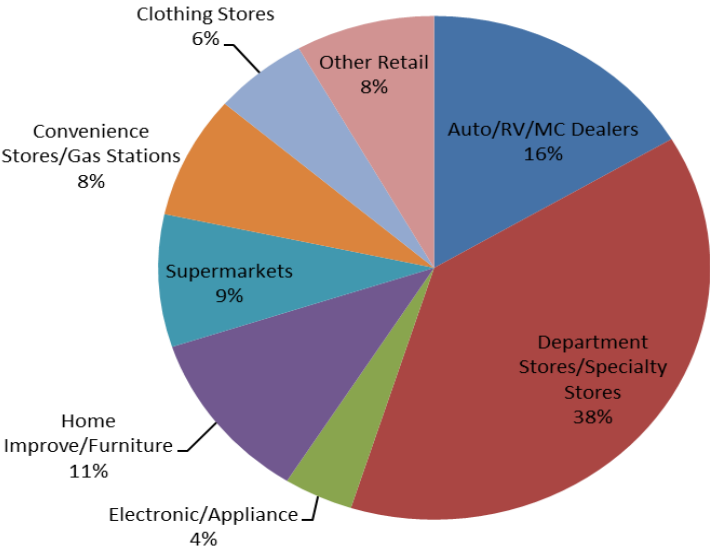
Road & Bridge Sales Tax is 7.23% lower than August 2024.

October Sales Tax Report
August Sales by Type



Other	17.00%	157,133.10
Utilities	7.22%	66,735.36
Constr/Mfg	6.50%	60,084.11
Wholesale Trade	4.78%	44,145.96
Retail Trade	48.22%	445,621.28
Infor	3.70%	34,172.91
Arts/Entertainment/ Recreation	0.82%	7,569.88
Accommodation/Food Services	11.76%	108,692.70
		924,155.30

October Sales Tax Report
August Retail Sales



Auto/RV/MC Dealers	16.46%	73,362.85
Department Stores/Specialty Stores	38.42%	171,186.09
Electronic/Appliance	4.08%	18,163.40
Home Improve/Furniture	10.97%	48,868.01
Supermarkets	8.51%	37,900.82
Convenience Stores/Gas Stations	7.87%	35,076.83
Clothing Stores	5.54%	24,705.50
Other Retail	8.16%	36,357.78
		445,621.28

October 2024 (Aug Sales)

			State
Sales Tax			Treasurer
Leonardville	529,948.67	0.003658	1,938.77
Ogden	529,948.67	0.015006	7,952.30
Randolph	529,948.67	0.001236	655.09
Riley	529,948.67	0.009616	5,096.24
Manhattan	529,948.67	0.619716	328,417.82
County	529,948.67	0.350767	185,888.45
		0.999999	529,948.67
Use Tax			
Leonardville	129,898.21	0.003658	475.23
Ogden	129,898.21	0.015006	1,949.22
Randolph	129,898.21	0.001236	160.57
Riley	129,898.21	0.009616	1,249.17
Manhattan	129,898.21	0.619716	80,500.06
County	129,898.21	0.350767	45,563.96
		0.999999	129,898.21
	659,846.88		659,846.88
R&B Sales Tax			264,308.42
			924,155.30



HEALTH DEPARTMENT
Presentation

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

MEMORANDUM

FROM: Jan Scheideman

MEETING: November 14, 2024

SUBJECT: Raising Riley Childcare Facilitators - What We Do

PRESENTER: Renee Berish and Theresa Keene

Raising Riley offers a range of interconnected programs designed to provide robust support to childcare providers, families, and children across Riley County. One of our most recognized initiatives is the Scholarship Program, which provides financial assistance to at-risk families. However, behind the scenes, facilitators work closely with childcare providers who partner with Raising Riley, accepting our scholarships and engaging in required program activities. Today, Renee Berish and Theresa Keene are here to share an overview of how they build strong professional relationships with these providers, offering valuable support and educational opportunities for professional growth.

As Raising Riley Early Childhood Facilitators, we support licensed family childcare providers and child care centers in Riley County. We help providers create enriching learning environments where children can thrive. Our services include tailored training, coaching, and mentoring to strengthen provider-child interactions and improve children's learning experiences. We also connect providers with useful resources to build their confidence and support their role in creating positive, nurturing spaces for children.

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Enclosures:



NOXIOUS WEED/HHW
Staff Update

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

STAFF REPORT

FROM: Michael Boller Director Riley County Noxious Weed

MEETING: November 14, 2024

SUBJECT: Staff Update

PRESENTER: Michael Boller Director Riley County Noxious Weed

Enclosures:

- 11-14-24 Staff Report (DOC)

Riley County Noxious Weed/HHW Department
Michael Boller, Director
November 14, 2024

Staff Report

Noxious Weed/Mowing:

- Fall solid spraying on Sections II, III were completed in the October and will resume in the spring.
- The final mowing of the year is underway and over 80% complete and is on schedule to be completed in late November pending weather. We endured several mechanical issues in October as we had 4 flat tires. As we mow out to the fence line, we often have punctures due to deer antlers and metal debris. This is common during the third mow out of the year. We were down a staff member due to retirement, but the rest of the crew stepped up and we should complete mowing for the year right on schedule.
- Sprayers and spray rentals are in the process of being winterized.
- Changing our spray trucks over to snowplows and salt spreaders will begin soon.
- 2013 Ford ¾ Ton has aged out and a CIP request has been submitted for 2025.
- Kevin Wilcox is a new hire for the position of applicator. Kevin is former military and had experience working with the Shawnee Co Noxious Weed Dept.

HHW:

- The Riley County HHW collection trailer was at Howie's Recycling on November 9, 2024. There were over 60 participants. Next HHW collection at Howie's will be December 14th, 2024. No business waste or truck loads of material will be accepted at this event.
- The Riley County HHW Facility has recycled latex paint to give away. We have one gallon and five gallon containers available. Our office is open Monday – Friday from 7:30am to 4:00pm for assistance.
- HHW dealt with two significant chemical disposals in the month of October. One was a chemical that with aged had become highly shock sensitive and required robotic disposal which was conducted by Clean Harbors. The second was the removal of over 20 pounds of Sodium Cyanide from a small storage shed in Harveyville Kansas.

Other:

- Noxious Weed Department assisted the Election Staff with deployment and retrieval of election equipment. This was the largest amount of election machines that we have assisted with thus far. Our staff is very grateful as the election staff had all the details planned out and made our part run very efficiently.



NOXIOUS WEED/HHW
Project

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

COMMISSION AGENDA REPORT

FROM: Michael Boller Director Riley County Noxious Weed Department

MEETING: November 14, 2024

SUBJECT: Riley County property Bala Clean-Up

PRESENTER: Michael Boller Director Riley County Noxious Weed Department

BACKGROUND

Riley County owns approximately 4.64 Acres of land in Bala Ks located near the intersection of Jenkins and Railroad Ave. On July 10, 2023 Pat Collins, Bala Township Board member, appeared before the BOCC with concerns about the site and the amount of debris that was on the property to include multiple abandon vehicles, farm equipment and general debris. Upon inspection of the property the concerns were confirmed. The property contained approximately 15 abandoned vehicles, 6-8 pieces of old farm equipment, an old abandon grain elevator, a large construction debris pile, multiple fallen trees and pallets of construction equipment. Early September action was taken to work towards cleaning up the land. At that time the ownership of vehicles were tracked by VIN and was confirmed by Rick Pride the vehicles and equipment were owned by the Pride family who are adjacent property owners. At that time it was agreed that the vehicles and farm equipment would be removed by November 1, 2024. Upon inspection after that date the those items had indeed been removed and the overall appearance of the property had been improved but more work is needed.

DISCUSSION

Current proposal includes removing the remaining debris and a controlled burn of fallen trees in the winter. Work would begin mid December and a deadline of December 1, 2024 would be given to property owners of the remaining property to have it removed or it be deemed debris and subject to disposal. There is no current plan for demolishing the grain elevator and no cost for that is included. Public Works has placed temporary signs that read No Dumping but it should be considered to place permanent signs. In the last couple of weeks there has been

additional dumping and it should also be considered to perhaps place some kind of fencing in the area.

FISCAL IMPACT

Costs associated with Clean-up

Equipment: \$22,059.42
Labor: \$12,800.00
Disposal: \$11,947.00

Total: \$46,806.42

RECOMMENDATION(S)

Recommend moving forward with the planned clean up to begin near mid December or when conditions are favorable.

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:

- Bala Clean up cost estimate (DOCX)
- Bala Sept (DOCX)
- Bala Nov 2024 (DOCX)

Estimate to clean up debris on property owned by Riley County in Bala, KS. 10/4/2024

The property owned by the County is south of the intersection of Jenkins Rd. and Railroad Ave. Approximate size of property is 4.64 acres. GPS Coordinate: 39.307, -96.950.

Scope of Work by County Forces: The debris will be removed from the site which requires disposal at the Transfer Station, Recycling Center in Junction City and to the Construction Demolition site South of Zeandale.

- 1) Dead trees and trees requiring removal to get to debris will be placed into a pile located at the west end of the property behind the bank and will be burnt off this winter as weather allows. Location (1).
- 2) Wood, trash, plastic, old equipment and metals will be removed from the site and transported to the appropriate disposal site.
- 3) Clean Rubble will be placed in a pile behind the bank in location (2) for use on maintenance projects by the Public Works Department.
- 4) Area will be smoothed up to allow for mowing by the Weed Department in the future to properly maintain the area.

Costs associated with Clean-up.

Equipment: (Pickups, Dump Trucks, Semi/Trailer, Excavator, Skid Steer Loader, Volvo Loader, Motor Grader) **\$ 22,059.42**

Labor: (5 employees from the Gravel Division) **\$ 12,800.00**

Disposal Costs: (Construction/Demolition Site and Transfer Station) (Recycling Center – Funds for steel to be a reimbursement to the overall project clean-up process) **\$11,947.00**

Total cost to complete: \$ 46,806.42

A Service Request will be written which will document the cost of all items listed above to have a final cost report for the project and be available at the completion of the process of cleaning the site. (Photos will be included in the report)

Prepared by Alvin R. Perez on October 4, 2024.









November 12, 2024



COUNTY CLERK & ELECTIONS
Budget

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

MEMORANDUM

FROM: Brittany Phillips, Budget & Finance Officer

MEETING: November 14, 2024

SUBJECT: Monthly Cash Flow Report for October 2024

PRESENTER: Brittany Phillips, Budget & Finance Officer

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

Enclosures:

- October 2024 Cash Flows (PDF)
- Brittany - ARPA estimates (PDF)
- ARPA Approved projects (PDF)

2024 Riley County Economic Development Cash Flow Analysis

% of Year: 83.3

Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Jan/Feb/Mar 2023 A/P	Total Expenditures
Jan	\$107,100.00			\$107,100.00	\$84,542.15		\$84,542.15
Feb				\$0.00	\$0.00		\$0.00
Mar				\$0.00	\$1,895.00		\$1,895.00
Apr				\$0.00	\$0.00		\$0.00
May				\$0.00	\$1,899.31		\$1,899.31
Jun				\$0.00	\$1,000.00		\$1,000.00
Jul				\$0.00	\$30,507.00		\$30,507.00
Aug				\$0.00	\$12,213.96		\$12,213.96
Sep				\$0.00	\$0.00		\$0.00
Oct				\$0.00			\$0.00
Nov				\$0.00			\$0.00
Dec				\$0.00			\$0.00
\$107,100.00		\$0.00	\$0.00	\$107,100.00	\$132,057.42	\$0.00	\$132,057.42

Cash Reconciliation	
2024 Beginning Unencumbered Cash	\$340,085.60
2024 Revenue	\$107,100.00
Less 2024 Expenditures/Encumbrances	\$132,057.42
2024 Ending Unencumbered Cash	\$315,128.18
Less Est. Project Balance for CY	\$134,269.54
2024 Projected Unencumbered Cash	\$180,858.64

Riley County 2024 Budget Authority Summary		
2024 Budgeted Expenditures	\$259,053	% Budget Expended
Expenditures to Date	\$132,057	
2024 Remaining Budget Authority	\$126,996	
50.98%		
Riley County 2024 Budgeted Revenue		
2024 Budgeted Revenue	\$107,100	% Budgeted Revenue
Revenue to Date	\$107,100	
100.00%		

Attachment: October 2024 Cash Flows (15143 : Monthly Cash Flow Reports for October 2024)

2024 Detailed Expenditures per Project and per Department

Projects	Project Estimate	Prior Year Expenditures	2024 Actual Expenditures	Jan/Feb/Mar 2023 A/P	Remaining Project Estimate Totals	Completed Projects (Over) Under Estimate
APPROPRIATIONS						
Chamber of Commerce	\$55,000.00	\$0.00	\$55,000.00		\$0.00	\$0.00
Flint Hills Veterans Coalition	\$1,015.00	\$0.00	\$1,015.00		\$0.00	\$0.00
Downtown Manhattan	\$5,000.00	\$0.00	\$5,000.00		\$0.00	\$0.00
Riley Co. General Eco Devo	\$132,850.00	\$0.00			\$132,850.00	
APPROPRIATION TOTALS	\$193,865.00	\$0.00	\$61,015.00	\$0.00	\$132,850.00	\$0.00
MEMBERSHIPS						
FHMPO Contribution	\$5,200.00	\$0.00	\$3,780.46		\$1,419.54	\$0.00
FHRLP Underwriters & Sponsors					\$0.00	\$0.00
MEMBERSHIP TOTALS	\$5,200.00	\$0.00	\$3,780.46	\$0.00	\$1,419.54	\$0.00
CONTRACTS						
Auto Lane Development (2024)	\$121,139.60	\$109,025.64	\$12,113.96		\$0.00	\$0.00
CONTRACT TOTALS	\$121,139.60	\$109,025.64	\$12,113.96	\$0.00	\$0.00	\$0.00
DEBT OBLIGATION TRANSFER						
Konza Water Debt	\$658,501.67	\$359,504.67	\$52,153.00		\$246,844.00	\$0.00
DEBT OBLIGATION TRANSFER TOTALS	\$658,501.67	\$359,504.67	\$52,153.00	\$0.00	\$246,844.00	\$0.00
PROJECTS						
Comprehensive Plan Update	\$150,000.00	\$325.75	\$1,995.00		\$147,679.25	\$0.00
PROJECT TOTALS	\$150,000.00	\$325.75	\$1,995.00	\$0.00	\$147,679.25	\$0.00
TOTALS	\$1,128,706.27	\$468,856.06	\$131,057.42	\$0.00	\$528,792.79	\$0.00

Remaining Approved Projects less lease/debt payments/reserve payments/reserve \$134,269.54
(not included as these payments are subject to approval with annual budget) al with annual budget)

Completed Projects

2024 Riley County Building Cash Flow Analysis FUND 152

% of Year: 83.3

Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar 2023 A/P	Total Expenditures
Jan	\$175,365.42			\$175,365.42	\$6,436.16		\$31,441.99	\$37,878.15
Feb		\$10.00		\$10.00	\$23,518.23			\$23,518.23
Mar	\$8,405.63	\$4,008.00		\$12,413.63	\$19,027.22			\$19,027.22
Apr		\$10.00		\$10.00	\$31,517.31			\$31,517.31
May	\$117,721.14			\$117,721.14	\$23,468.96			\$23,468.96
Jun				\$0.00	\$31,426.38			\$31,426.38
Jul				\$0.00	\$25,504.17			\$25,504.17
Aug	\$33.50			\$33.50	\$16,749.15			\$16,749.15
Sep	\$18,180.40	\$53.50		\$18,233.90	\$18,299.90			\$18,299.90
Oct	\$3,368.69	\$43.50		\$3,412.19	\$17,075.89			\$17,075.89
Nov				\$0.00				\$0.00
Dec				\$0.00				\$0.00
	\$323,074.78	\$4,125.00	\$0.00	\$327,199.78	\$213,023.37	\$0.00	\$31,441.99	\$244,465.36

Cash Reconciliation	
2024 Beginning Unencumbered Cash	\$104,325.94
2024 Revenue	\$327,199.78
Less 2024 Expenditures/Encumbrances	\$213,023.37
2024 Ending Unencumbered Cash	\$218,502.35

Riley County 2024 Budget Authority Summary	
2024 Budgeted Expenditures	\$430,000
Expenditures to Date	\$244,465
2022 Remaining Budget Authority	\$185,535
% Budget Expended	
56.85%	

Riley County 2024 Budgeted Revenue	
2024 Budgeted Revenue	\$323,370
Revenue to Date	\$327,200
% Budgeted Revenue	
101.18%	

Attachment: October 2024 Cash Flows (15143 : Monthly Cash Flow Reports for October 2024)

2024 Riley County CIP Cash Flow Analysis

% of Year: 83.3

Month	Revenue	Transfers In	Reimbursements	Total Revenue	Expenditures	Jan/Feb/Mar 2023 A/P	Total Expenditures
Jan	\$194,820.52	\$5,509,446.00		\$5,704,266.52	\$216,786.25	\$50,114.59	\$266,900.84
Feb				\$0.00	\$32,510.85		\$32,510.85
Mar				\$0.00	\$11,288.77		\$11,288.77
Apr	\$241,088.96			\$241,088.96	\$85,906.94		\$85,906.94
May	\$865.00			\$865.00	\$655,386.99		\$655,386.99
Jun	\$196,597.36			\$196,597.36	\$132,895.51		\$132,895.51
Jul	\$256,207.09	\$8,933,000.00		\$9,189,207.09	\$361,893.80		\$361,893.80
Aug	\$32,462.04			\$32,462.04	\$12,298.05		\$12,298.05
Sep	\$10,418.63			\$10,418.63	\$406,812.25		\$406,812.25
Oct	\$360,978.51			\$360,978.51	\$286,166.71		\$286,166.71
Nov				\$0.00			\$0.00
Dec				\$0.00			\$0.00
Totals	\$1,293,438.11	\$14,442,446.00	\$0.00	\$15,735,884.11	\$2,201,946.12	\$50,114.59	\$2,252,060.71

Cash Reconciliation	
2024 Beginning Unencumbered Cash	\$13,413,482.00
2024 Revenue	\$15,735,884.11
Less 2024 Expenditures/Encumbrances	\$2,252,060.71
2024 Ending Unencumbered Cash	\$26,897,305.40
Less Remaining Approved Projects	\$4,203,700.44
2024 Projected Unencumbered Cash	\$22,693,604.96
LESS RESERVED FUNDS	\$4,889,303.60
Projected 2024 Cash w/out Reserves	\$17,804,301.36

Riley County 2024 CIP Budget Authority Summary		
2024 CIP Budgeted Expenditures	\$7,990,119	% Budget Expended
Expenditures to Date	\$2,201,946	
2024 Remaining Budget Authority	\$5,788,173	
Riley County 2024 CIP Budgeted Revenue		
2024 CIP Budgeted Revenue	\$5,929,446	% Budgeted Revenue
Revenue to Date	\$15,735,884	

Reserved Funds:	
CIP Reserve	500,000.00
Fair Reserve	106,138.11
FFE Reserve	1,358,586.53
Other Projects TBD	1,034,446.00
CARES Funds	1,890,133
TOTAL RESERVE	4,889,303.60

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

Attachment: October 2024 Cash Flows (15143 : Monthly Cash Flow Reports for October 2024)

2024 CIP Detailed Expenditures per Project and per Dept

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	Reserved for Approved Projects	2024 Actual Expenditures	Jan/Feb/Mar 2023 A/P	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
PUBLIC WORKS:									
13-13PW005		Unassigned - design cost for culverts	\$35,000.00	\$16,100.00				\$18,900.00	
18-18PW012	27	Fairgrounds ADA Walkway	\$170,000.00	\$104,648.05		\$2,837.10		\$62,514.85	
20-20LEC003		Rewire Elevator Safety Systems	\$40,000.00	\$0.00				\$40,000.00	
20-20PK004		CICO Parking Lot Engineering	\$10,000.00	\$0.00				\$10,000.00	
21-21LEC002		Elevator Repair-LEC Lobby	\$45,000.00	\$0.00				\$45,000.00	
21-21PW002		Semi Truck	\$85,000.00	\$0.00				\$85,000.00	
21-21PW007		Imaging Software & Conversion	\$75,000.00	\$0.00				\$75,000.00	
23-23PW001		Carnegie Elevator Modernization	\$220,000.00	\$0.00				\$220,000.00	
23-23PW003		Carnegie Boiler	\$75,000.00	\$11,604.00				\$63,396.00	
23-23PW004		Dump Truck Bed (Unit 26)	\$70,000.00	\$0.00				\$70,000.00	
23-23PW005		Dump Truck Bed (Unit 27)	\$70,000.00	\$0.00				\$70,000.00	
23-23PW006		550 Diesel Truck w/ Snow Plow & Spreader	\$120,000.00	\$7,475.00		\$9,860.00		\$102,665.00	
23-23PW007		32' Hydraulic Gooseneck Trailer	\$45,000.00	\$0.00		\$40,200.00		\$0.00	\$4,800.00
23-23LEC001	986	Replace Roof - LEC	\$404,000.00	\$0.00				\$404,000.00	
23-23PK001		Large Area Mower w/ Cab	\$72,000.00	\$0.00		\$70,633.73		\$1,366.27	
23-23PK002		Playground Equipment CICO Park (PK trx \$75000) & 18-18PK003, 21-21PK008	\$375,000.00	\$0.00				\$375,000.00	
24-24PW001		Courthouse & Health Department Elevator Modernization	\$385,000.00					\$385,000.00	
24-24PK001		30" Aerator	\$11,000.00			\$8,992.00		\$2,008.00	
24-24PK002		University Park Pickleball/Basketball Courts	\$11,000.00					\$11,000.00	
24-24PK003		Restroom in Ogden Community Park	\$11,000.00					\$11,000.00	
24-24PK004		Restroom Leonardville Park	\$11,000.00					\$11,000.00	
24-24PW002		FCRC Replace Roof	\$150,000.00					\$150,000.00	
24-24PW003		Museum - Replace HVAC	\$35,000.00					\$35,000.00	
24-24PW004		Museum - Lighting	\$75,000.00					\$75,000.00	
24-24PW005		1/2 Ton 4x4 Extended Cab Pickup	\$65,000.00			\$46,313.00		\$18,687.00	
24-24PW006		550 Diesel Truck w/ snow plow & spreader	\$125,000.00			\$76,711.00		\$48,289.00	
24-24PW007		3/4 Ton 4x4 Extended Cab Pickup w/Plow & Spreader	\$75,000.00			\$64,508.08		\$10,491.92	
24-24PW008	993	Window Replacement - CPE building	\$500,000.00					\$500,000.00	
24-24LEC001		Kitchen Floor Replacement	\$30,000.00			\$23,762.88		\$6,237.12	
24-24LEC002		Jail Intake Shower	\$10,000.00			\$5,937.64		\$4,062.36	
24-24LEC003		Isolation Room	\$10,000.00			\$6,252.98		\$3,747.02	
PUBLIC WORKS TOTAL			\$3,415,000.00	\$139,827.05	\$0.00	\$356,008.41	\$0.00	\$2,914,364.54	\$4,800.00
EMERGENCY MEDICAL SERVICE									
13-13AM001	302	Design of the EMS Facility Enhancement	\$100,000.00	\$25,770.00				\$74,230.00	
20-20AM003	302	EMS Facility Engineering Design Cost	\$50,000.00	\$0.00				\$50,000.00	
22-22AM001	302	EMS AMBULANCE	\$325,000.00	\$302,902.00		\$17,289.02	\$4,808.98	\$0.00	
23-23AM001		Overhead Alerting Systems	\$187,545.61	\$0.00		\$50,022.18		\$137,523.43	
23-23AM002		Patient Mover Replacement	\$69,265.00	\$0.00		\$8,535.00		\$60,730.00	

Attachment: October 2024 Cash Flows (15143 : Monthly Cash Flow Reports for October 2024)

24-24AM001	New Ambulance	\$390,441.00				\$390,441.00	
24-24AM002	Zoll X Series Cardiac Monitor	\$46,000.00			\$43,958.88	\$2,041.12	
24-24AM003	Strker Powercot	\$30,806.97			\$28,733.03	\$2,073.94	
EMS TOTAL		\$1,199,058.58	\$328,672.00		\$148,538.11	\$4,808.98	\$717,039.49
CLERK							
21-21CK001	Open.Gov software	\$202,620.00	\$133,045.00		\$34,500.00	\$35,075.00	
CLERK TOTAL		\$202,620.00	\$133,045.00		\$34,500.00	\$0.00	\$35,075.00
Elections							
23-23EL002	985 CPE 4th Floor Renovations - Elections	\$720,000.00	\$8,595.00		\$633,010.21	\$10,161.61	\$68,233.18
CLERK TOTAL		\$720,000.00	\$8,595.00	\$0.00	\$633,010.21	\$10,161.61	\$68,233.18
ATTORNEY							
ATTORNEY TOTAL		\$0.00	\$0.00			\$0.00	\$0.00

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	Reserved for Approved Projects	2024 Actual Expenditures	Jan/Feb/Mar 2023 A/P	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
APPRaiser									
21-21AP001		Replacement Vehicle	\$35,144.00	\$0.00			\$35,144.00	\$0.00	\$0.00
		APPRaiser TOTAL	\$35,144.00	\$0.00			\$35,144.00	\$0.00	\$0.00
BOCC									
		BOCC TOTAL	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
PLANNING & DEVELOPMENT									
		PLANNING & DEVELOPMENT TOTAL	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
NOXIOUS WEED									
24-24NW001		10' Pull Behind Mower	\$32,000.00					\$32,000.00	
24-24NW002		Mower Tractor 6100 series	\$135,000.00					\$135,000.00	
		NOXIOUS WEED TOTAL	\$167,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$167,000.00	\$0.00
EMERGENCY MANAGEMENT									
16-16EM002		Standby/Backup Generator Pottorf Hall	\$40,126.00	\$0.00				\$40,126.00	
20-20EM005		Bi-directional amplifiers (radio project)	\$35,000.00	\$18,960.71				\$16,039.29	
21-21EM001		Mobile Command Post Upgrade/Equip Refresh	\$125,000.00	\$0.00		\$8,434.96		\$116,565.04	
21-21EM002		EM Storage Building	\$125,000.00	\$0.00				\$125,000.00	
23-23EM001		Outdoor Warning Siren Upgrade	\$85,000.00	\$0.00		\$80,742.10		\$4,257.90	
		EMERGENCY MANAGEMENT TOTAL	\$410,126.00	\$18,960.71	\$0.00	\$89,177.06	\$0.00	\$301,988.23	\$0.00
OTHER									
		Other Projects TBD	\$1,182,224.00		\$1,034,446.00			\$1,182,224.00	
	988	Ka-Comm/L3 Harris Radio Replacement	\$400,000.00			\$330,000.00		\$70,000.00	
Lease pmt to 2033	21	Radio Infrastructure Project Lease (15 yr term through 2033)	\$6,401,938.00	\$2,133,979.89		\$426,795.89		\$3,841,162.22	
B&I Trx to 2025		2010-B G.O. Bond payment (15 yr term through 2025)	\$2,849,815.47	\$2,484,115.63		\$182,100.00		\$183,599.84	
Fair Reserve	74	Fair		\$3,485.20	111,439.75	\$1,816.44		\$106,138.11	
CARES Funds	977/978	North Co. EMS Facility & EMS HQ Reserved			\$1,890,133			\$1,890,132.96	
		OTHER TOTAL	\$10,833,977.47	\$4,621,580.72	\$3,036,018.71	\$940,712.33	\$0.00	\$7,273,257.13	\$0.00
TOTAL			\$16,982,926.05	\$5,250,680.48	\$3,036,018.71	\$2,201,946.12	\$50,114.59	\$11,476,957.57	\$4,800.00

Remaining Approved Projects less lease/debt payments \$4,203,700.44
(not included as these payments are subject to approval with annual budget)

Completed Projects

Attachment: October 2024 Cash Flows (15143 : Monthly Cash Flow Reports for October 2024)

2024 Detailed Expenditures per Project by Month

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	Reserved for Approved Projects	Oct	Nov	Dec	Jan/Feb/Mar 2023 A/P	Expenditures to Date	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
PUBLIC WORKS:												
13-13PW005		Unassigned - design cost for culverts	\$35,000.00	\$16,100.00						\$16,100.00	\$18,900.00	
18-18PW012	27	Fairgrounds ADA Walkway	\$170,000.00	\$104,648.05						\$107,485.15	\$62,514.85	
20-20LEC003		Rewire Elevator Safety Systems	\$40,000.00	\$0.00						\$0.00	\$40,000.00	
20-20PK004		CICO Parking Lot Engineering	\$10,000.00	\$0.00						\$0.00	\$10,000.00	
21-21LEC002		Elevator Repair-LEC Lobby	\$45,000.00	\$0.00						\$0.00	\$45,000.00	
21-21PW002		Semi Truck	\$85,000.00	\$0.00						\$0.00	\$85,000.00	
21-21PW007		Imaging Software & Conversion	\$75,000.00	\$0.00						\$0.00	\$75,000.00	
23-23PW001		Carnegie Elevator Modernization	\$220,000.00	\$0.00						\$0.00	\$220,000.00	
23-23PW003		Carnegie Boiler	\$75,000.00	\$11,604.00						\$11,604.00	\$63,396.00	
23-23PW004		Dump Truck Bed (Unit 26)	\$70,000.00	\$0.00						\$0.00	\$70,000.00	
23-23PW005		Dump Truck Bed (Unit 27)	\$70,000.00	\$0.00						\$0.00	\$70,000.00	
23-23PW006		550 Diesel Truck w/ Snow Plow & Spreader	\$120,000.00	\$7,475.00						\$17,335.00	\$102,665.00	
23-23PW007		32' Hydraulic Gooseneck Trailer	\$45,000.00	\$0.00						\$40,200.00	\$0.00	\$4,800.00
23-23LEC001	986	Replace Roof	\$404,000.00	\$0.00						\$0.00	\$404,000.00	
23-23PK001		Large Area Mower w/ Cab	\$72,000.00	\$0.00						\$70,633.73	\$1,366.27	
23-23PK002		Playground Equipment CICO Park (PK trx \$75000) & 18-18PK003, 21-21PK008	\$375,000.00	\$0.00						\$0.00	\$375,000.00	
24-24PK001		30" Aerator	\$11,000.00	\$0.00		\$8,992.00				\$8,992.00	\$2,008.00	
24-24PK002		Basketball/Pickleball Courts for University Park	\$11,000.00	\$0.00						\$0.00	\$11,000.00	
24-24PK003		Bathroom in Ogden Community Park	\$11,000.00	\$0.00						\$0.00	\$11,000.00	
24-24PK004		Restroom Leonardville Park	\$11,000.00	\$0.00						\$0.00	\$11,000.00	
24-24PW001		Courthouse & Health Department Elevator Modernization	\$385,000.00	\$0.00						\$0.00	\$385,000.00	
24-24PW002		FCRC Replace Roof	\$150,000.00	\$0.00						\$0.00	\$150,000.00	
24-24PW003		Museum - Replace HVAC	\$35,000.00	\$0.00						\$0.00	\$35,000.00	
24-24PW004		Museum - Lighting	\$75,000.00	\$0.00						\$0.00	\$75,000.00	
24-24PW005		1/2 Ton 4x4 Extended Cab Pickup	\$65,000.00	\$0.00		\$46,313.00				\$46,313.00	\$18,687.00	
24-24PW006		550 Diesel Truck w/ snow plow & spreader	\$125,000.00	\$0.00		\$76,711.00				\$76,711.00	\$48,289.00	
24-24PW007		3/4 Ton 4x4 Extended Cab Pickup w/Plow & spreader	\$75,000.00	\$0.00		\$59,844.08				\$64,508.08	\$10,491.92	
24-24PW008	993	Window Replacement	\$500,000.00	\$0.00						\$0.00	\$500,000.00	
24-24LEC001		Kitchen Floor Replacement	\$30,000.00	\$0.00						\$23,762.88	\$6,237.12	
24-24LEC002		Jail Intake Shower	\$10,000.00	\$0.00						\$5,937.64	\$4,062.36	
24-24LEC003		Isolation Room	\$10,000.00	\$0.00						\$6,252.98	\$3,747.02	
EMERGENCY MEDICAL SERVICE												
13-13AM001	302	Design of the EMS Facility Enhancement	\$100,000.00	\$25,770.00						\$25,770.00	\$74,230.00	
20-20AM003	302	EMS Facility Engineering Design Cost	\$50,000.00	\$0.00						\$0.00	\$50,000.00	
22-22AM001		EMS AMBULANCE	\$325,000.00	\$302,902.00					\$4,808.98	\$325,000.00	\$0.00	
23-23AM001		Overhead Alerting Systems	\$187,545.61	\$0.00		\$15,151.03				\$50,022.18	\$137,523.43	
23-23AM002		Patient Mover Replacement	\$69,265.00	\$0.00						\$8,535.00	\$60,730.00	
24-24AM001		New Ambulance	\$390,441.00	\$0.00						\$0.00	\$390,441.00	
24-24AM002		Zoll X Series Cardiac Monitor	\$46,000.00	\$0.00						\$43,958.88	\$2,041.12	
24-24AM003		Strker Powercot	\$30,806.97	\$0.00						\$28,733.03	\$2,073.94	
CLERK												
21-21CK001		Open Gov software	\$202,620.00	\$133,045.00						\$167,545.00	\$35,075.00	
Election												
23-23EL002	985	CPE 4th Floor Renovations - Elections	\$720,000.00	\$8,595.00					\$10,161.61	\$651,766.82	\$68,233.18	
ATTORNEY												
APPRAISER												
21-21AP001		Replacement Vehicle	\$35,144.00	\$0.00					\$35,144.00	\$35,144.00	\$0.00	\$0.00
BOCC												
PLANNING & DEVELOPMENT												
NOXIOUS WEED												
24-24NW001		10' Pull Behind Mower	\$32,000.00	\$0.00						\$0.00	\$32,000.00	
24-24NW002		Mower Tractor 6100 series	\$135,000.00	\$0.00						\$0.00	\$135,000.00	
EMERGENCY MANAGEMENT												
16-16EM002		Standby/Backup Generator Pottorf Hall	\$40,126.00	\$0.00						\$0.00	\$40,126.00	
20-20EM005		Bi-directional amplifiers (radio project)	\$35,000.00	\$18,960.71						\$18,960.71	\$16,039.29	
21-21EM001		Mobile Command Post Upgrade/Equip Refresh	\$125,000.00	\$0.00						\$8,434.96	\$116,565.04	
21-21EM002		EM Storage Building	\$125,000.00	\$0.00						\$0.00	\$125,000.00	
23-23EM001		Outdoor Warning Siren Upgrade	\$85,000.00	\$0.00		\$79,155.60				\$80,742.10	\$4,257.90	
OTHER												
Other Projects TBD												
18-18PW012	988	Ka-Comm/L3Harris Radio Replacement	\$1,182,224.00	\$0.00	\$1,034,446.00					\$0.00	\$147,778.00	
20-20PW003		2010-B G.O. Bond pmt (15 yr term through 2033)	\$400,000.00	\$0.00						\$330,000.00	\$70,000.00	
21-21PW002	21	Radio Project Lease (15 yr term through 2033)	\$6,401,938.00	\$2,133,979.89						\$2,560,775.78	\$3,841,162.22	
23-23PW005		2010-B G.O. Bond pmt (15 yr term through 2025)	\$2,849,815.47	\$2,484,115.63						\$2,666,215.63	\$183,599.84	
24-24PW001	74	Fair Reserve	\$3,485.20	\$111,439.75						\$5,301.64	\$106,138.11	
CARES Money	977/978	North Co. EMS Facility & EMS HQ Reserved	\$1,890.133	\$0.00						\$0.00	\$1,890.132.96	
TOTALS			\$16,982,926.05	\$5,250,680.48	\$3,036,018.71	\$286,166.71	\$0.00	\$0.00	\$50,114.59	\$7,502,741.19	\$10,442,511.57	\$4,800.00

\$2,252,060.71

Completed Projects

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

2024 Riley County 1/2 Cent Sales Tax Cash Flow Analysis

% of Year: 83.3

Month	Sales Tax Revenue	Reimbursements	KDOT	Total Revenue	Expenditures	Jan/Feb/Mar	Total Expenditures
						2023 AP	
Jan				\$0.00	\$35,096.58	\$84,819.38	\$119,915.96
Feb				\$0.00	\$4,391.61		\$4,391.61
Mar				\$0.00	\$16,627.53		\$16,627.53
Apr				\$0.00	\$89,630.59		\$89,630.59
May				\$0.00	\$196,362.47		\$196,362.47
Jun				\$0.00	\$100,470.37		\$100,470.37
Jul				\$0.00	\$552.25		\$552.25
Aug				\$0.00	\$101,208.23		\$101,208.23
Sep				\$0.00	\$137,928.10		\$137,928.10
Oct				\$0.00	\$68,703.10		\$68,703.10
Nov				\$0.00			\$0.00
Dec				\$0.00			\$0.00
				\$0.00	\$750,970.83	\$84,819.38	\$835,790.21

Cash Reconciliation		
2024 Beginning Unencumbered Cash	\$6,475,677.16	
2024 Revenue	\$0.00	
Less 2024 Expenditures/Encumbrances	\$750,970.83	
2024 Ending Unencumbered Cash	\$5,724,706.33	
Remaining 2024 Projected Revenue	\$0.00	
Less Est. Project Balance for Projects	\$1,543,818.92	
Less Est. Project Balance for Overlay	\$350,000.00	
2024 Projected Unencumbered Cash	\$3,830,887.41	

Riley County 2024 Budget Authority Summary		
2024 Budgeted Expenditures	\$6,892,240	% Budget Expended
Expenditures to Date	\$835,790	
2024 Remaining Budget Authority	\$6,056,450	

Riley County 2024 Budgeted Revenue		
2024 Budgeted Revenue	\$0	% Budgeted Revenue
Revenue to Date	\$0	
		#DIV/0!

Attachment: October 2024 Cash Flows (15143 : Monthly Cash Flow Reports for October 2024)

2024 Detailed Expenditures per Project and per Department

Project Code	Projects	Project Estimate	Prior Year Expenditures	2024 Actual Expenditures	Jan/Feb/Mar 2023 AP	Remaining Project Estimate Totals	Completed Projects (Over) Under Estimate
CULVERTS							
457	Flat Rock Road	\$113,500.00	\$261,433.71	\$467.50	\$35,925.17	-\$184,326.38	
458	Parallel Road	\$117,000.00	\$58,024.87	\$237,369.84		-\$178,394.71	
403	Kitten Creek Road	\$148,000.00	\$53,881.60	\$1,342.50		\$92,775.90	
459	Union Road	\$125,000.00	\$226,570.41	\$273.75	\$48,894.21	-\$150,738.37	
990	Wildcat Creek Rd	\$71,853.73				\$71,853.73	
991	Lasita Rd	\$52,273.55		\$60,680.46		-\$8,406.91	
CULVERT TOTALS		\$627,627.28	\$599,910.59	\$300,134.05	\$84,819.38	-\$357,236.74	\$0.00
BRIDGES							
461	Fancy Creek K.O/6.2	\$653,800.00	\$59,941.43	\$411,653.17		\$182,205.40	
454	West 32nd Avenue	\$1,004,750.00	\$1,464,031.69			-\$459,281.69	-\$459,281.69
455	Rose Hill	\$654,200.00	\$159,048.83			\$495,151.17	
460	Winkler Mills Bridge	\$1,200,000.00	\$102,835.61	\$9,043.21		\$1,088,121.18	\$1,088,121.18
BRIDGE TOTALS		\$3,512,750.00	\$1,785,857.56	\$420,696.38	\$0.00	\$1,306,196.06	\$628,839.49
RECONSTRUCTION							
431	McDowell Creek Road (north end)	\$515,848.38	\$515,848.38	\$0.00		\$0.00	\$0.00
RECONSTRUCTION TOTALS		\$515,848.38	\$515,848.38	\$0.00	\$0.00	\$0.00	\$0.00
OVERLAY							
4	Unidentified Overlays	\$800,000.00	\$175,000.00	\$30,140.40		\$594,859.60	
OVERLAY TOTALS		\$800,000.00	\$175,000.00	\$30,140.40	\$0.00	\$594,859.60	\$0.00
TOTALS		\$5,456,225.66	\$3,076,616.53	\$750,970.83	\$84,819.38	\$1,543,818.92	\$628,839.49

Completed Projects

Project Estimates for 2024	Total	Updated
Culverts-Fancy Creek/Sherman	\$ -	\$ -
Rosehill Road Bridge	\$ -	\$ -
Senn Road Bridge	\$ -	\$ -
Overlay TBD and approved by BOCC	\$ 350,000	\$ 350,000
TOTAL	\$ 350,000	\$ 350,000

2024 Detailed Expenditures per Project by Month

Project Code	Projects	Project Estimate	Prior Year Expenditures	Oct	Nov	Jan/Feb/Mar 2023 AP	Expenditures to Date	Remaining Project Estimate
CULVERTS								
457	Flat Rock Road	\$113,500.00	\$261,433.71			\$35,925.17	\$297,826.38	-\$184,326.38
458	Parallel Road	\$117,000.00	\$58,024.87	\$5,804.14			\$295,394.71	-\$178,394.71
403	Kitten Creek Road	\$148,000.00	\$53,881.60	\$1,103.50			\$55,224.10	\$92,775.90
459	Union Road	\$125,000.00	\$226,570.41			\$48,894.21	\$275,738.37	-\$150,738.37
990	Wildcat Creek Rd	\$71,853.73					\$0.00	\$71,853.73
991	Lasita Rd	\$52,273.55		\$60,680.46			\$60,680.46	-\$8,406.91
BRIDGES								
461	Fancy Creek K.0/6.2	\$653,800.00	\$59,941.43				\$471,594.60	\$182,205.40
454	West 32nd Avenue	\$1,004,750.00	\$1,464,031.69				\$1,464,031.69	-\$459,281.69
455	Rose Hill	\$654,200.00	\$159,048.83				\$159,048.83	\$495,151.17
460	Winkler Mills Bridge	\$1,200,000.00	\$102,835.61	\$1,115.00			\$111,878.82	\$1,088,121.18
RECONSTRUCTION								
431	McDowell Creek Road (north end)	\$515,848.38	\$515,848.38				\$515,848.38	\$0.00
OVERLAY								
	4 overlays unidentified	\$800,000.00	\$175,000.00				\$205,140.40	\$594,859.60
TOTALS		\$5,456,225.66	\$3,076,616.53	\$68,703.10	\$0.00	\$84,819.38	\$3,912,406.74	\$1,543,818.92
						\$835,790		
Completed Projects								

2024 Riley County .2% Cent Sales Tax Cash Flow Analysis

% of Year: 83.3

Month	Sales Tax Revenue	Reimbursements	KDOT	Total Revenue	Expenditures	Jan/Feb/Mar	Total Expenditures
						2023 A/P	
Jan	\$212,079.24			\$212,079.24			\$0.00
Feb	\$239,257.27			\$239,257.27			\$0.00
Mar	\$196,726.95			\$196,726.95			\$0.00
Apr	\$200,963.47			\$200,963.47			\$0.00
May	\$216,822.94			\$216,822.94			\$0.00
Jun	\$214,531.81			\$214,531.81			\$0.00
Jul	\$225,636.56			\$225,636.56			\$0.00
Aug	\$221,097.24			\$221,097.24			\$0.00
Sep	\$237,092.96			\$237,092.96			\$0.00
Oct	\$264,308.42			\$264,308.42			\$0.00
Nov				\$0.00			\$0.00
Dec				\$0.00			\$0.00
\$2,228,516.86		\$0.00	\$0.00	\$2,228,516.86	\$0.00	\$0.00	\$0.00

Cash Reconciliation	
2024 Beginning Unencumbered Cash	\$2,160,855.87
2024 Revenue	\$2,228,516.86
Less 2024 Expenditures/Encumbrances	\$0.00
2024 Ending Unencumbered Cash	\$4,389,372.73
Remaining 2024 Projected Revenue	\$0.00
Less Est. Project Balance for CY	\$0.00
2024 Projected Unencumbered Cash	\$4,389,372.73

Riley County 2024 Budget Authority Summary		
2024 Budgeted Expenditures	\$3,967,650	% Budget Expended
Expenditures to Date	\$0	
2024 Remaining Budget Authority	\$3,967,650	

Riley County 2024 Budgeted Revenue		
2024 Budgeted Revenue	\$2,000,000	% Budgeted Revenue
Revenue to Date	\$2,228,517	

2024 Detailed Expenditures per Project and per Department

Project Code	Projects	Project Estimate	Prior Year Expenditures	2024 Actual Expenditures	Jan/Feb/Mar 2023 AP	Remaining Project Estimate Totals	Completed Projects (Over) Under Estimate
CULVERTS							
CULVERT TOTALS		\$0	-	-		-	-
BRIDGES							
BRIDGE TOTALS		0.00	-	-		-	-
RECONSTRUCTION							
RECONSTRUCTION TOTALS		\$0	-	-		-	-

OVERLAY

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

Completed Projects

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

2024 Detailed Expenditures per Project by Month

Project Code	Projects	Project Estimate	Prior Year Expenditures	Jan	Jan/Feb/Mar 2023 AP	Expenditures to Date	Remaining Project Estimate
	CULVERTS						
	BRIDGES						
	RECONSTRUCTION						
	TOTALS	\$0	\$0	\$0	\$0.00	-	\$0
					\$0.00		
	Completed Projects						

ARPA Funds

Beginning Balance	\$	14,418,696.00	
Interest	\$	1,437,919.87	
Subtotal Receipts	\$	15,856,615.87	
Fairmont Heights	\$	97,500.00	Complete
Keats	\$	800,000.00	Dedicated
North County EMS	\$	1,395,096.48	Complete
UP Firestation	\$	273,000.00	Estimated project
EM Remodel	\$	2,245,000.00	In progress
EMS HQ	\$	10,262,108.00	This is GMP and additional costs that were projected (IT, furniture, etc.)
Archimages	\$	1,063,331.00	This is for all projects.
Subtotal Projects	\$	16,136,035.48	
Remaining Balance	\$	(279,419.61)	

ARPA approvals

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

Deposits	\$14,418,696.00
Non-Collection Revenue	\$2.84
Refunds	\$2.93
Expenditures	\$6,603,105.97
Interest	\$1,485,940.35
Balance in Account	\$9,301,536.15

Project Name	Amount	Approval Info/Date	Project #	Additional Information
Fairmont Heights Sewer		\$97,500 approved 7/8/2021		
Estimate Total		\$97,500.00		
Amount Spent to Date		\$97,500.00		Journal Entry on 08/23/2021
Amount Left		\$0.00		
Keats Sewer		\$800,000 preliminarily approved	979	
Estimate Total		\$800,000.00		
Amount Spent to Date		\$347,649.79		
Amount Left		\$452,350.21		
EMS/EM/Dispatch building - Public Safety HQ	\$	9,587,108.00		Guaranteed Maximum Price (Construction)
Archimages		\$96,150.00	978	Davis Bacon recommended, but not required.
Fitch & Associates		\$23,150.00	approved 03/31/2022	National Environmental Policy Act does not apply
SMH Consultants		\$19,696.00	approved 03/31/2022	Paid to Archimages
Archimages		\$79,062.50	approved 12/29/2022	
Archimages		\$884,150.00	approved 6/26/2023	
Terracon		\$10,500.00	Approved 01/27/2023	
Estimate Total		\$10,699,816.50		
Amount Spent to Date		\$4,744,493.70		
Amount Left		\$5,955,322.80		
North County EMS Station		approved	977	
Anderson Knight Architects		\$175,560.00	approved 06/30/2022	
Charlson & Wilson		\$8,183.49		Purchase of 000 E. Barton St. Leonardville
Schultz Construction		\$799,000.00		
North County Ambulance & Equipment				
Ambulance		\$302,720.00	approved	
Zoll 'X' Series Cardiac Monitor		\$40,978.14	approved	
Stryker 'LUCAS' CPR device		\$15,846.86	approved	
800 Mhz Radios for ambulance		\$5,961.92	approved	
Stryker Power Load System		\$21,738.35	approved	
Stryker Power Cot		\$20,663.70	approved	
Stryker Stair Chair		\$3,511.38	approved	
Small Equipment, IT , Station Supplies		\$106,200.00	approved	
Estimate Total		\$1,500,363.84		
Amount Spent to Date		\$1,395,096.48		
Amount Left		\$105,267.36		
UP Fire Station #110				
Estimate Total		\$273,000.00	approved 9/19/2024	992
Amount Spent to Date		\$18,366.00		
Amount Left		\$254,634.00		
EM Renovation				
Estimate Total		\$2,245,000.00		994
Amount Spent to Date		\$0.00		
Amount Left		\$2,245,000.00		

Attachment: ARPA Approved projects (15143 : Monthly Cash Flow Reports for October 2024)

UP Fire Station #110

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

Address: 10987 Lakeview Dr

Vendor Name	Estimate Amount	Amount Spent	Date Paid	Memo
	\$273,000.00			
Riley Construction	?			
Charlson & Wilson Bonded		\$1,481.00	10/18/2024	Basic Owner, Endorsements, Recording Fees
Economy Electric		\$6,885.00	10/18/2024	Generator
Register of Deeds/Petty Cash		\$32.00	10/18/2024	Filing Plat Fee with Register of Deeds
CES Group		\$5,880.00	10/18/2024	Platting Services
Bryant Parker		\$38.00	11/1/2024	Re-Record Warranty Deed
Riley Construction		\$4,050.00	11/1/2024	Application #1 Construction

	\$273,000.00	\$18,366.00
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Amount Left \$254,634.00

Attachment: ARPA Approved projects (15143 : Monthly Cash Flow Reports for October 2024)

North County EMS Station

North County EMS Station

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

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

Attachment: ARPA Approved projects (15143 : Monthly Cash Flow Reports for October 2024)

EMS Headquarters - EMS/EM/Dispatch Building

EMS HQ & EM/EOC Renovation Projects

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

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

\$10,699,816.50 \$4,744,493.70

Amount Left \$5,955,322.80

Attachment: ARPA Approved projects (15143 : Monthly Cash Flow Reports for October 2024)

Non-Discharging Lagoon

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

[illegible]

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

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

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

Total	\$	-
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PLANNING & DEVELOPMENT
Staff Update

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

STAFF REPORT

FROM: Amanda Webb, Planning Director

MEETING: November 14, 2024

SUBJECT: Planning & Development - Staff Update

PRESENTER: Amanda Webb, Planning Director

Enclosures:

- October PD Update (PDF)
- Staff Update (PDF)



PLANNING & DEVELOPMENT ENVIRONMENTAL HEALTH

Date: November 14, 2024

To: Riley County Board of County Commissioners

From: Amanda Webb, Planning & Special Projects Director

Re: Planning & Development October 2024 Staff Report

Keats Sewer Benefit District

- We held a community meeting with the Keats residents on November 12, 2024.
- The Kansas Water Office awarded a \$359,100 Technical Assistance Grant to the Keats project. The first quarterly report was submitted July 30, 2024, and was approved. Reimbursement has been issued for the grant covered materials. The second quarterly report was submitted October 15, 2024.
- The Kansas Water Office has opened a second round of the Water Projects grant. We applied for this funding during the first round, the same time that we applied for the Technical Assistance grant. We were not awarded the Water Projects grant in the first round. I submitted the application for the KWO Water Projects grant for the second round on August 30, 2024. They are currently reviewing applications and hope to have award notifications out as soon as possible, before the end of the year.
- Kansas Department of Health & Environment awarded Keats/Riley County a \$2,537,790 grant for infrastructure/construction as part of the Small Town Water and Sewer Infrastructure Assistance Grant program. The grant agreement is in concurrence at KDHE and should arrive shortly for review and signature.
- With the \$800,000 ARPA funds the BOCC allocated to the Keats project, we currently have \$3,696,890 in identified funding.
- The required Environmental Assessment report has been accepted by USDA. Both the required Notice of Availability and the FONSI (Finding of No-Significant Impact) has been published. USDA is now working on underwriting.
- Results from the geotechnical evaluation revealed a higher-than-expected groundwater table. Based on that, BG Consultants discussed options with KDHE, and to continue utilization of the identified location, have proposed an impermeable HDPE liner which will require irrigation and potentially enhanced mechanical evaporation. The HDPE liner will allow the county to acquire a variance to reduce the required separation from groundwater.
- BOCC approved BG Consultants' Engineering/Design agreement on August 5, 2024. Design work is officially underway.
- Fieldwork:
 - All utilities that were called in and field located have been surveyed. Preliminary sewer alignment will be adjusted based on this survey information.
 - October/November – The survey crew will shoot elevations on top of the alignment in the field. Any utilities not previously found will be called in again, located, and surveyed.

Attachment: October PD Update (15157 : Staff Update)

- In early 2024, Riley County entered in an option agreement for the land adjacent to Keats Park to perform the necessary work to ensure the land was suitable for the wastewater treatment facility/lagoon. Now that testing is done, and it has been determined the land will support the lagoon, the county has finalized purchase of the property.
- We continue to seek additional funding opportunities.
- Residents have started their own community webpage for the sewer district. We've been keeping in contact with a handful of Keats residents who serve as designated "liaisons" between county staff and the rest of the community.
- We have created a Riley County webpage for the Keats project:
www.rileycountyks.gov/2062.

Comprehensive Plan update:

- The BOCC has allocated a total of \$150,000 towards consultant services for this project.
- Working to finalize consultant contract.
- The consultant is doing initial administrative preparation while the contract is being finalized so we can "re-kick-off" right away once the contract is approved. We've discussed a rough schedule for when we're able to continue. The target adoption date has been slightly shifted to August 2025. Once the consultant is on board, we will update the scope of work and tentative timeline. We will also reconvene the full Comprehensive Plan Committee.
- Meeting biweekly with Vivienne for public outreach.
- The logo, title, and tagline survey remain available on the website at
www.rileycountyks.gov/plan.

Strategic Planning:

- The BOCC initiated a strategic planning process to include buildings/facilities, personnel, and services. We've contracted with Shockey Consultants for assistance in this process.
- On September 20, 2024, the BOCC and staff took a county building/facility tour which included a look at all departments in the Riley County Office Building, Courthouse Plaza East, Courthouse, Carnegie Building, the First Christian Church building, Historical Museum, Health Department, Family Child & Resource Center, and Pottorf Hall. I heard many positive comments on this experience; many people hadn't been in a lot of these spaces before, and it was helpful to see the amount of space, and condition, truly available. Everyone utilized ranking sheets provided by the consultants to evaluate the facilities we toured. This information was compiled and used for discussion at the retreat.
- On September 25, 2024, the BOCC and staff attended a full-day off-site retreat. The purposes of the retreat were to develop a shared understanding of building needs and desired outcomes, establish priorities for facilities, identify best potential funding options, and define action steps based on those priorities and funding options.
- Shockey Consulting provided a draft report that the Budget & Planning committee reviewed and gave comment. Shockey will update the report which will then be available at the November 21 County Official's luncheon.

LEPP Grant:

Riley County was awarded \$50,000 from KDHE through the Local Environmental Protection Program (LEPP) grant fund. This funding is available for low to moderate income households in need of repair or replacement of failed wastewater systems and components.

- The first application window closed on October 4, 2024. Applications were ranked by need, applicant income, and severity of failure.

- We received five applications during the first application period – two of which were eligible. Both are for full system replacement, one being an alternative system and the other being a standard system.
- We will open the second application window by the end of November. There is approximately \$13,750 left to allocate.
- The information sheet and application are available on our website and was sent to all licensed contractors to help notify property owners of this opportunity.
- There have been articles in the newspaper and announcements at press conferences.
- Have received some calls/questions.

Planning:

- The October Riley County Planning Board meeting was cancelled due to lack of petitions.
- The November Riley County Planning Board meeting is cancelled due to lack of petitions.
- There was one pre-application held for a proposed replat.
- There are several Land Development Regulation amendments we will work through this year. Staff has prioritized items to address and created a corresponding calendar for both the Riley County Planning Board (RCPB) and the Manhattan Urban Area Planning Board (MUAPB). All final decisions will be made by the BOCC. Part 2 was approved by the BOCC in August. We will begin Part 3 soon, which will run through the same process as the previous two portions.

Battery recycling educational program:

- There are many stickers and flyers still available for distribution. Anyone is welcome to pick up stickers and/or flyers. We are always looking for volunteers to help get stickers on trash totes.
- We distributed many stickers, flyers, and other information at the Riley County fair over the summer.
- Website: <https://www.rileycountyks.gov/2024/Battery-Recycling>
- Now that the Solid Waste Management Plan five-year update has been approved by KDHE, we plan to shift some of our focus back onto this program.

New permit software implementation:

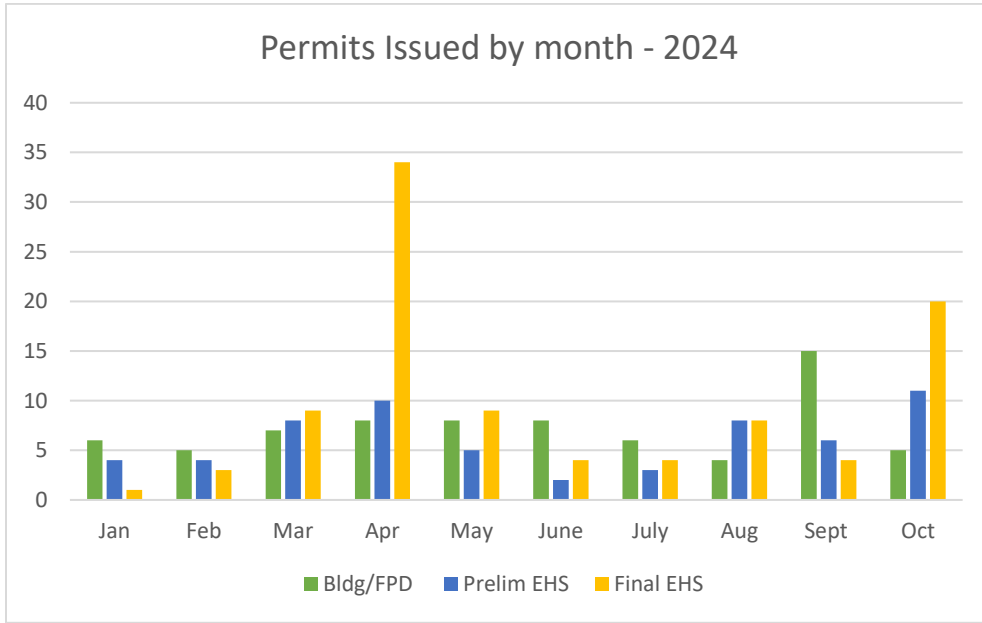
- GovBuilt is Planning & Development's new permit software program. It is fully online and can be found here: <https://rileycountyks.govbuilt.com/>. All permitting can be done online, but people can still submit paper copies and pay over the counter here in our office.
- P&D staff continue to work with GovBuilt to tailor the system to our needs.

Also attended/participated in:

- Employee Day
- Road & Bridge committee
- KSU First Friday E-Call – What Can USDA Rural Development do for your Community?
- In Focus – discussed several topics along with Commissioner Ford
- KACPZO board meeting
- Waste CAT (Community Action Team)
- Employee training committee
- Department Head meetings
- Budget & Planning committee
- Legal roundtable meetings

October 2024 permits issued:

Building/Sign permits:	5
Floodplain development permits:	0
Environmental Health Permits (Preliminary Approval)	11
Environmental Health Permits (Final/Use)	20



Planning and Development
Staff Update
November 4, 2024

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
Long Range Planning						
Comprehensive Plan Update	Amanda Webb & Bob Isaac	Vision 2025 adopted in October 2009 and is need of an update. Held committee kickoff meeting, created survey, issued RFQ with no responses. Community meetings complete. Survey closes December 1. Year to date report to BOCC on December 18th. Presented at community meeting in Leonardville on January 17th. Full committee reconvened on February 13th. Issued RFQ April 5 with due date of May 3. Interviewed Stantec and Olson Associates and selected one.	Monthly BOCC updates on-going. BOCC allocated \$150K for consultant services. Consultant contract negotiations underway.	11/1/2021		6/30/2025
Keats Sewer District	Amanda Webb & Ben Hamill	Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Geotech complete. Awarded KWO Technical Assistant Grant. Awarded KDHE infrastructure grant \$2.5m, awaiting grant agreement. Lagoon will have to be lined which will require irrigation and potential evaporation in the future. Cultural survey report complete and under review by state agencies. BOCC approved BG Consultant's engineering/design contract on August 5, 2024. Applied for KWO's WP grant (second round). USDA approved environmental assessment.	Complete USDA requirements. Engineering is underway.	11/1/2014		12/30/2024
NG911 - Private Road Naming	Amanda Webb & Lisa Daily	NG911 Committee meeting scheduled for 2/13/2023 to discuss property owners on Boller Road using wrong numbers for their address. Discussed a property owner who applied for a building permit in which there are two tracts of land involved. Driveway is one tract and there the proposed building will be on the other tract which will create a private road. Planning & Development is to contact the property to start the process for the private road name and will assess the \$100.00 road name fee. Property owner decided to look to build elsewhere. Emergency Responders on NG911 Committee agreed to common sense exception and to address the Ashland fire station off of McDowell Creek Road. NG911 meeting was held and the committee agreed for GIS to contact property owners to approve the use of the 12865 and 12869 Boller Rd. Committee met 2/9/2024. Emergency services and the committee want to pursue naming and renumbering Anderson Lane. BOCC didn't approve the renumbering portion of the request in 2020.	Schedule BOCC meeting to seek support for naming and renumbering Anderson Lane.	8/1/2015		12/31/2024
Develop Riley County - historic land use changes in Wildcat Creek Watershed	Darrin Hobbs	Information gathering from NASA complete for report. Report has been finalized. Waiting for end product.	Present report to all participating entities.	6/1/2020		12/31/2024
Regulations						
Land Development Regulation Amendments	Amanda Webb & Bob Isaac	Staff is organizing specific amendments and arranging discussions with planning boards. Part 1 approved. Updates made to regulations and resolution published. BOCC heard request August 22nd and tabled it to August 29th. Part 2 has been completed.	Schedule Part 3.	1/1/2024		12/31/2024
Grants						
Keats Sewer District	Amanda Webb	Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Geotech complete. Awarded KWO Technical Assistant Grant. Awarded KDHE infrastructure grant \$2.5m, awaiting grant agreement. Lagoon will have to be lined which will require irrigation and potential evaporation in the future. Cultural survey report complete and under review by state agencies. BOCC approved BG Consultant's engineering/design contract on August 5, 2024. Applied for KWO's WP grant (second round). USDA approved environmental assessment.	Complete USDA requirements. Engineering is underway.	TBD		12/30/2024
Local Environmental Protection Program (LEPP)	Amanda Webb	KDHE grant for low income property owners to repair or replacement private wastewater systems. Grant period July 1, 2024 through June 30, 2025. KDHE awarded grant; funding received.	Application window is open through October 4, 2024. Will review all applications received once window closes.	1/1/2024		6/30/2025
Current Planning						
BOCC - Special Use and Plat (UP Fire Station)	Bob Isaac	RCPB recommended approval; BOCC approved.	Project closed	7/29/2024		10/9/2024
Blecha - Plat & Rezone	Bob Isaac	RCPB approved; BOCC approved.	Project closed	4/29/2024		10/22/2024
Baudoin - Replat	Bob Isaac	Application received	Process application. RCPB	9/26/2024		12/9/2024
Reid - Replat	Bob Isaac	Application received	Process application. RCPB	10/15/2024		12/9/2024
Keating - Replat	Bob Isaac	Application received	Process application. RCPB	10/28/2024		12/9/2024
Permits						
21-0146-MRWW Worrel	Ben Hamill & Jacob Hansen	Application received and inspection completed. Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received. Met with Mrs. Worrel, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Sanitary Code Violation 21-0038.	Sent a letter on April 12, 2023 requesting they call to set up appointment. Sent new letter with LEPP grant application to Worrels on August 23, 2024. To date, no response from Worrell's.	7/8/2021		11/30/2024
23-008-ACC Klein (15120 Green Randolph Rd)	Darrin Hobbs & Ben Hamill	Application received and processed. Notified property owner that septic tank needs pumped.	Waiting on pumping report. I have contacted the owner and have not received pumping report or a plan of action yet.	4/13/2023		12/31/2024
23-009-ACC Savener (1299 S Manhattan Ave)	Darrin Hobbs	Application received and processed. Property owner has applied for floodplain development permit.	Property owner needs to raise structure 1 additional foot, and submit updated elevation certificate. I have spoken to the property owner regarding this and he is aware. I have reached out to the property owner to view the property.	4/21/2023		11/31/2024
23-022-MISC Reasoner (2961 Keats Ave)	Darrin Hobbs & Ben Hamill	Application received and processed. Notified property owner that septic tank needs pumped. Waiting on pumping report. Ben has called and left message for property owner. Property owner has not returned call.	Proceed with Sanitary Code violation. Friendly letter sent 12/6/23. Send notice of violation. I have visited the property and no construction has happened.	9/15/2023		11/30/2024
23-026-MISC Savener (1299 S Manhattan Ave)	Darrin Hobbs	Application received and processed.	Site inspection completed. Structure is a dog house. Looking into FP stuff. Needs to wetproof. I have reached out to the property owner to view the proeprty.	10/20/2023		11/31/2024
23-050-ACC Connet (3761 Akin Rd)	Darrin Hobbs & Ben Hamill	Applied to build an accessory building with a wash bay. Will have separate wastewater system for the accessory building. At this time, property owner doesn't know where he wants to put the system. There is not a current pumping report for the home. Property owner said tank was pumped within 5 years by previous owner, looking to see if pumping report can be found.	Need Soil Profile Application and Pumping Report. Send friendly letter. I have visited the property and there hasn't been any construction started.	11/14/2023		11/30/2024
23-023-OPWS Fowler (6825 Summit Ridge Dr)	Ben Hamill	On site well collapsed. Doesn't meet state setback requirements. Contacted KDHE and requested variance. Variance was approved. Issued preliminary approval 1/26/2024. Well drilled was dry, driller and property owner looking at second location for well.	Contact property owner to find out if second well was drilled. Inspect if well was drilled.	12/28/2023		11/30/2024
Property Maintenance Code Violations						

Attachment: Staff Update (15157 : Staff Update)

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
Kilner - Unsafe structure	Darrin Hobbs & Jacob Hansen	Judge Bosch found Kilner in contempt.	Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Planning Compliance Specialist to take weekly photos of site. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	8/18/2016		12/31/2024
Zoning Violations						
21-0019 Britt - non compliance in flood hazard area/floodway	Darrin Hobbs & Bryant Parker	Temporary Agreed Injunction filed with the Court. Review dates: July 15-DWS, August 15-No Rise, September 15-Riley County permit, November 1-Remove trees.	Settlement agreement filed. Darrin Hobbs to monitor for compliance, Darrin to monitor compliance and set contract date. Riley County FPD Permit issued 5/24/2022, and remove trees from property. Shelley sent a letter to Britt's attorney who said she would follow up with her client about the remaining issues. Shelley has reached out to Britt's attorney again to ask about progress. We may have to inform the court at some point that the final cleanup has not progressed. 7/15/2024 they attempted to burn the piles but they still need attention. 10/8/2024 - Darrin provided update that issue has been resolved. Agreed journal entry of compliance and agreed order of dismissal filed on 10/21/2024. This matter is concluded.	4/6/2021		10/21/2024
Doyle - Illegal mobile home storage (Mobile Gardens) Violation #10-0050	Jacob Hansen	Staff met with Charlotte Doyle on 8.31.2021. Staff inspected septic on July 25, 2022. Septic surfacing. Met with property owner regarding Lot 17. Home is not occupied. Replat property and comply with zoning regulations. Replace septic system. Home is unoccupied. Sent a letter on April 12, 2023 requesting they call to set up appointment. Meeting scheduled for May 11, 2023. Met with property owner. She is trying to sell to neighbor.	This property has changed ownership. The new owner is working in purchasing some adjacent lots from the Doyles so they can bring this into compliance.5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	12/17/2010	4/17/2012	12/31/2024
Doyle - Illegal salvage at residence Violation #05-0007	Jacob Hansen	Counsel and staff conducted site visits on 6/25/18 and 7/20/18. Mr. Doyle removed 600 tires and 3 mobile homes. March 19, 2021 conference with Mr. Doyle. He agreed to remove vehicles from the property. Set site visit for May 4, 2021. Mr. Doyle has moved about 90% of the tires and multiple vehicles to a staging area across from his residence for a salvage company to pick up, and will continue with this method. Next site visit 08/11/2021. Staff met with Charlotte Doyle on 08/31/2021. 6/15/2023 Staff and Counsel meet with Charlotte to come up with a plan on removing vehicles and mobile homes from the property. 7/13/2023 Darrin met with Charlotte to talk about the plan and also to review pictures provided of things needing remove. Darrin will be visiting the property 7/18/2023 to view first hand. There were more vehicles than originally thought and so numbers were revised accordingly. If they fail to meet any deadlines an injunction will be filed. The Doyles have removed some vehicles. They are currently about 3 vehicles behind schedule. Working to get them back on track. Darrin is going to go out in early January to see if they have gotten back on track. The petition asking for an injunction has been filed and the Doyles have hired counsel. Met with their attorney and he is going to meet with Charlottee about getting back on track. 5/7/24 Darrin met with Charlotte.	5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	4/15/2013	9/14/2023	12/31/2024
Kilner - Unsafe structure	Darrin Hobbs & Jacob Hansen	Judge Bosch found Kilner in contempt.	Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Planning Compliance Specialist to take weekly photos of site. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	8/18/2016		12/31/2024
20-0063 - Satterlee: Inoperable vehicles and campers	Darrin Hobbs & Jacob Hansen	Determined to be a violation. Notification letter sent. The Notification letter was resent by me for a fresh start to make contact with the property owner. Contacted property owner on what still needs to be removed and provided an aerial map. I sent another letter to the property owner on 6/15/2022, stating that this will be turned over to legal if no progress is made. Process has been restarted due to senate bill.	Items are being removed by the person buying the property from Satterlee.	9/27/2021		11/31/2024
20-0090 Fishgill LLC - Illegal auto repair and salvage operation 1312 Pillsbury Dr	Darrin Hobbs	Inspection completed and sent notification letter to property owner. Property owner wants an extension to remove tenant. Vehicles being removed. Sent notice of violation. No response.	Send notification letter. Working with legal on violation. Darrin will do a site inspection to determine if is auto repair which is allowed in C-2.	12/22/2020		12/31/2024

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Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
23-007-CE Jones - 3981 Zeandale Rd	Darrin Hobbs & Bryant Parker	Inspection conducted on 3/9/23 and confirmed someone is living a camper. Sent notification letter. No response from property owner, sent notice of violation and final notice of violation. Conducted final site inspection on 4/24/23 and someone is still living in camper.	Sent to Counselor's office to prosecute. Court system is down. Still need to contact RCPD. Trailer has been moved but appears to be occupied. Darrin is going to reach out to RCPD about accompanying him to check if it is occupied and then we can file an injunction in court if it still is. Darrin has not made contact to confirm if it is occupied. P&D went out and it appears there may be someone living there still but we don't have enough evidence at this point to move forward with enforcement from the Counselor. Need to contact RCPD still. Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	3/16/2023	5/15/2023	12/30/2024
23-015-CE Miller - 1382 Pillsbury Dr	Darrin Hobbs & Jacob Hansen	Friendly letter sent 9/28/23. 10/13/2023 friend of property owner can into office and met with Darrin & Shelly Woodard. It was recommended that property owner set up time speak with us. Notice of Violation sent 10/23/23. Meeting with property owner was scheduled for 11/15/2023. Property owner called 11/15/2023 will be meeting with an attorney 11/16/2023. Final Notice of Violation sent 11/15/2023. Meet with property owner 12/1/2023. Working with legal on violation. Mr. Miller sent an application to the state to operate a salvage yard. That was denied. The state also revoked his dealer license. A notice of violation has been sent. We met with Mr. Miller on 12/1/23. He has agreed to start removing cars and work with Darrin. He is going to remove 30 cars per month and if he falls behind we will file a petition with the court. Darrin is working with Mr. Miller to go out and check on progress. They are aiming for the week of 1/29. Mr. Miller made good progress in December but has not made additional progress.	The property is now up for sale. Next step is likely to file an enforcement action with the Court. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	9/28/2023		12/31/2024
23-016-CE Miller - 1420 Pillsbury Dr	Darrin Hobbs & Jacob Hansen	Friendly letter sent 9/28/23. 10/13/2023 friend of property owner can into office and met with Darrin & Shelly Woodard. It was recommended that property owner set up time speak with us. Notice of Violation sent 10/23/23. Meeting with property owner was scheduled for 11/15/2023. Property owner called 11/15/2023 will be meeting with an attorney 11/16/2023. Final Notice of Violation sent 11/15/2023. Meet with property owner 12/1/2023. Working with legal on violation. Mr. Miller sent an application to the state to operate a salvage yard. That was denied. The state also revoked his dealer license. A notice of violation has been sent. We met with Mr. Miller on 12/1/23. He has agreed to start removing cars and work with Darrin. He is going to remove 30 cars per month and if he falls behind we will file a petition with the court. Darrin is working with Mr. Miller to go out and check on progress. They are aiming for the week of 1/29. Miller made good progress in December but has not made additional progress. The property is now up for sale.	Next step is likely to file an enforcement action with the Court. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	9/28/2023		12/31/2024
Sanitary Code Violations						
21-0038 Worrell - Sanitation Violation	Ben Hamill	Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received, no work done. Referred to legal for enforcement.	Met with Mrs. Worrel, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Legal sent compliance letter 08.05.2021. Staff to review compliance options. Counsel preparing a letter requesting a call to set up meeting (to include new staff). Sent a letter on April 12, 2023 requesting they call to set up appointment. . LEPP grant application packet sent to Worrell's on August 23, 2024. To date, no response from Worrell's	6/23/2021		11/30/2024
21-0048 Wurtz - lagoon fencing requirement not completed	Ben Hamill	Violation letter sent to property owner. Counsel sent a letter to property owner. Fencing deadline 8/31/2021 and seeding deadline 9/30/2021. No trespassing sign placed at entrance. Legal to to schedule meeting with staff.	Counsel preparing a letter requesting a call to set up meeting (to include new staff). Sent a letter on April 12, 2023 requesting they call to set up appointment. Mrs. Wurtz called. They are not living on the property. Will call once they are and lagoon is complete. Signed agreement is in place for property owner to install fence and seed. Need to check to see if this has been done. If not proceed with violation process. Property owner applied for Repair permit to replace the lagoon and fill in existing lagoon. New lagoon was installed and old lagoon was filled in. Emailed fencing requirements on 10.10.24 To date, no response the Wurtz's.	7/9/2021		11/30/2024
22-0016 Bath - sewage on ground	Ben Hamill	Sent Emergency Order to property owner. Spoke with property owner and agreed to make repairs.	Home condemned until repairs are made. Home is vacant and waiting on property owner to replat so lateral field can be replaced. This property was sold and the new owner is working to try to purchase the surrounding property from the Doyles to correct the problem.	7/22/2022		12/31/2024
23-CES-005 Bean - Alternative system blower not working. Failed pump report on field.	Ben Hamill & Bryant Parker	Friendly letter sent 12-19-22, no reply. Notice of Violation sent 1-20-23. \$100.00 inspection fee final notice was due 1-19-23 and has not been paid yet.	Set up meeting with legal counsel. Shelley confirmed both brothers are represented by counsel and one is trying to force a sale of the property. Will work with Ben to determine next steps from P&D. Next step is to prepare and mail notice of violation. Property taxes for 2018-2023 have not been paid on this property. Will be listed in next tax foreclosure case.	12/14/2022		12/31/2024

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