OTTAWA COUNTY
EST. 1866

Ottawa County Commission Agenda
Nov 17th, 2025
307 N Concord St
Minneapolis, KS 67467

			All Times are Approximate
1	Call To Order Prayer Flag Salute		8:00 AM
2	Public Forum *This is reserved for public comment for any items not on the agenda limited to 3 minutes*		8:00 AM
3	Choose Ottawa County Update	Katie Vanderhoff, Choose Ottawa County	8:05 AM
4	Rock Discussion	Chris Smith, Public Works Director	8:20 AMM
5	Right Of Way Permit	Chris Smith, Public Works Director	8:40 AM
6	KDOC Billing	Sheriff Russell Thornton	9:00 AM
7	Museum Discussion	Jeff Ebel, County Attorney	9:15 AM
8	Audit Contract	Tammi Cox, County Clerk	9:45 AM
9	Consent Agenda Accounts Payable Commission Minutes (October 3, 7, 10) Adds, Abates, Escapes	Tammi Cox, County Clerk	10:00 AM
10	Clerk Comments	Tammi Cox, County Clerk	10:15 AM
11	Commissioner's Comments		10:30 AM
12	Announcements		10:45 AM
13	Adjournment		11:00 AM

Ottawa County Highway Dept.

Ottawa County
Highway Right of Way/Cross-Road/ Utility Use Permit

Permit No. ____________________ Date: 11/10/25

Applicant Name: Northern Natural Gas

Address: 1111 South 103rd St. City: Omaha, NE 68124

Contact Person: Lindsey Ferguson Email: thing3lindsey@gmail.com

Phone: ____________________ Cell: 580-748-0081

Start Date: 11/10/25 Completion Date: 1/10/26

Detailed description of project and location: We will be putting in new groundbeds and boring under roads:
1. N. 40th Rd by granite rd.
2. Windmill Rd. between 190th & 200th Rd.
3. The curve where Limestone Rd meets N. 85th Rd.
4. Corner of County Rd 426 and 90th Rd.
5. N. 50th Rd just south of the dead end.

AN AGREEMENT relative to performing certain work and/or the occupancy of the County's Highway right of way facilities of a utility:

THIS AGREEMENT, dated 11/10/25 Made and entered into by and between NNG, hereinafter referred to as the **COMPANY** and **OTTAWA COUNTY** hereinafter referred to as the **COUNTY**.

WHEREAS: The Company submitted to the County a request for the installing of Ground bed facilities along and/or under a portion of See above road described as follows:
See attached plats with notations in red and location map.:
Propose to place ____________________ on County Road ____________.

WHEREAS: The Company shall request from the Contractor, a copy of the Contractors Liability Insurance;
Name of Contractor ____________________
Address of Contractor ____________________
____

(Attach copy of Contractors Liability Insurance.)

WHEREAS: The Secondary Road Plan agreed to by the State Highway Commission acting for the County and the Bureau of Public Roads requires occupancy of county highway right of way to be acquired by the county for the construction of a project, and

WHEREAS: Kansas Statutes and case law provide that certain facilities may occupy space on the County's right of way,

NOW, THEREFORE, BE IT AGREED:

1. That the Company will maintain, adjust or construct its facilities which are to occupy highway right of way as shown by plans for the above numbered project in conformance with the following provisions and /or as shown by the plan and description attached hereto and made a part of this agreement. All plans to be placed in accordance with the "Utility Accommodation Policy" for the State Highway Commission.

2. That the cost of the alterations, if any, shall be paid for by the Company.

3. That the construction or alterations of the Company's facilities, if any, shall be completed within ______ days after the County returns to the Company signed copies of the agreement and notifies the Company that they may proceed.

4. That the Company will maintain its facilities in a manner according to law.

5. That in the event future highway improvements necessitate the removal or adjustment of said facilities being located on highway right of way and/ or such facilities relocated on newly acquired right of way for the construction of a project, the Company will, upon lawful request of the County, make adjustments as are reasonably required to accommodate any future highway improvement at no cost to the County. This provision will not apply to locations where the facilities are not located on highway right of way.

Said work is hereby requested insofar as it relates to the use of all road right-of-ways or parts thereof requiring permission from Ottawa County. The said approval and permission to construct, use and maintain the said work is, however, at all times subject to all requirements and conditions set forth below:

1. Submission of written plans and specifications to include a **cross section** of the roadway, and any maps, either paper or digitized, depicting the area of work, to be submitted with this application for review and approval by the Ottawa County Highway Administrator.
2. A detailed description of the work to be completed shall be submitted with this application, and upon approval, carried out to the satisfaction of the Ottawa County Highway Administrator:
3. The Ottawa County Highway Administrator or his/her designee shall have free and uninterrupted access to all parts of the work at all times for the purpose of inspecting the quality and conformity of the work as it relates to this permit;
4. This permit shall be valid only after such time as the required information is received, and that described work is conducted and maintained by the applicant to the entire satisfaction of the Ottawa County Highway Administrator, who shall have the authority to cancel this permit without notice if applicant fails to observe and comply with all terms and conditions herein;

5. Ottawa County is not responsible for any future maintenance of the approved work as outlined within this permit.
6. A performance bond and a current certificate of liability insurance shall be furnished with this application and remain on file in the office of the Ottawa County Highway Administrator. The performance bond shall be in the amount of 150% of the total project cost. Upon satisfactory completion of the project, the bond will be returned to the applicant. If the work fails to be completed in a satisfactory manner, the bond will be utilized to correct the deficiencies or to remove the utility from the right-of-way, with a claim being filed by Ottawa County against the Insurance Company for any monetary damages incurred.
7. The Owner agrees to repair any damage to improvements in the Ottawa County right-of-way caused by the Owner or the Owner's contractor to the satisfaction of the Ottawa County Highway Administrator.
8. If the Ottawa County roadway requires any future improvements that would require the relocation of the Owner's facilities that are installed under the authority of this permit, the Owner shall be responsible for any and all costs associated with moving the utility facilities prior to the construction of the improvements.

I hereby agree to all of these terms in this permit. Ottawa County will release to the applicant any deposit, **without interest,** made in accordance with this permit, upon satisfactory compliance and completion of the project.

Lindsey F, ROW Agent
Applicant(s) Signature

Lindsey Ferguson, ROW Agent
Applicant printed name

APPROVAL: (to be completed by county personnel)

______________________ Date: __________
Ottawa County Commissioner

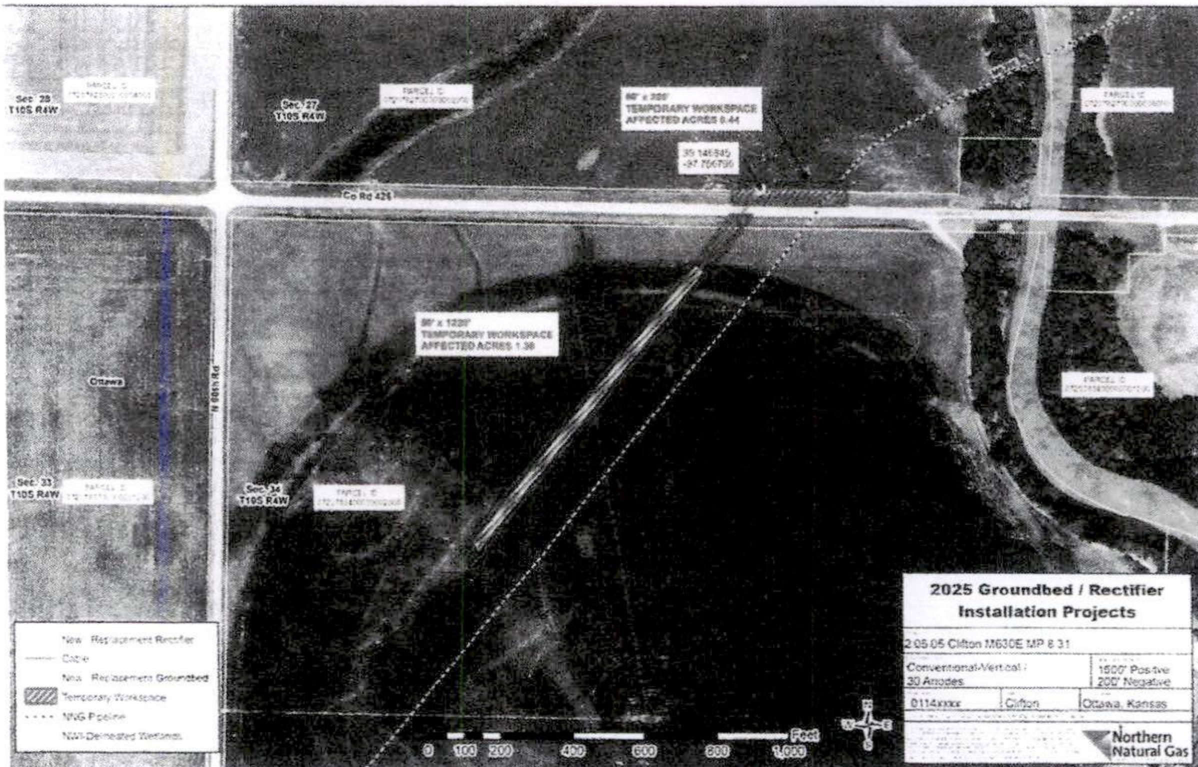
______________________ Date: __________ Ottawa
County Commissioner

______________________ Date: __________
Ottawa County Commissioner

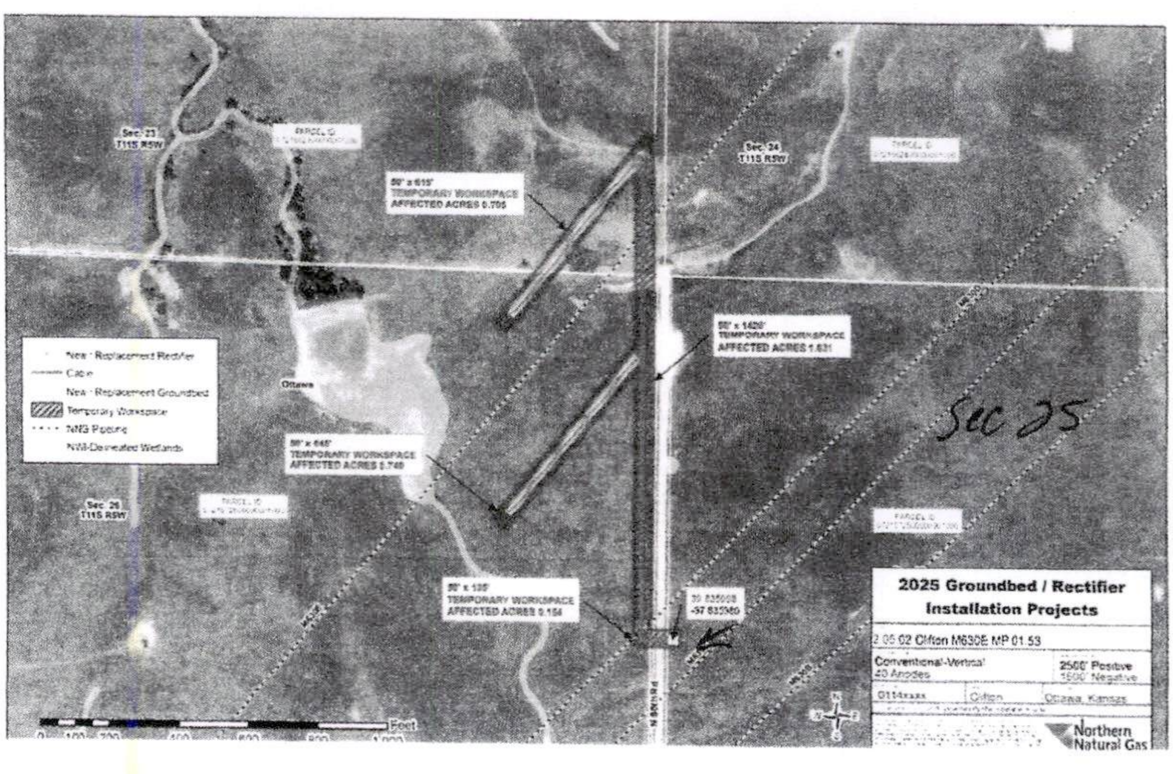
______________________ Date: __________
Ottawa County Highway Administrator

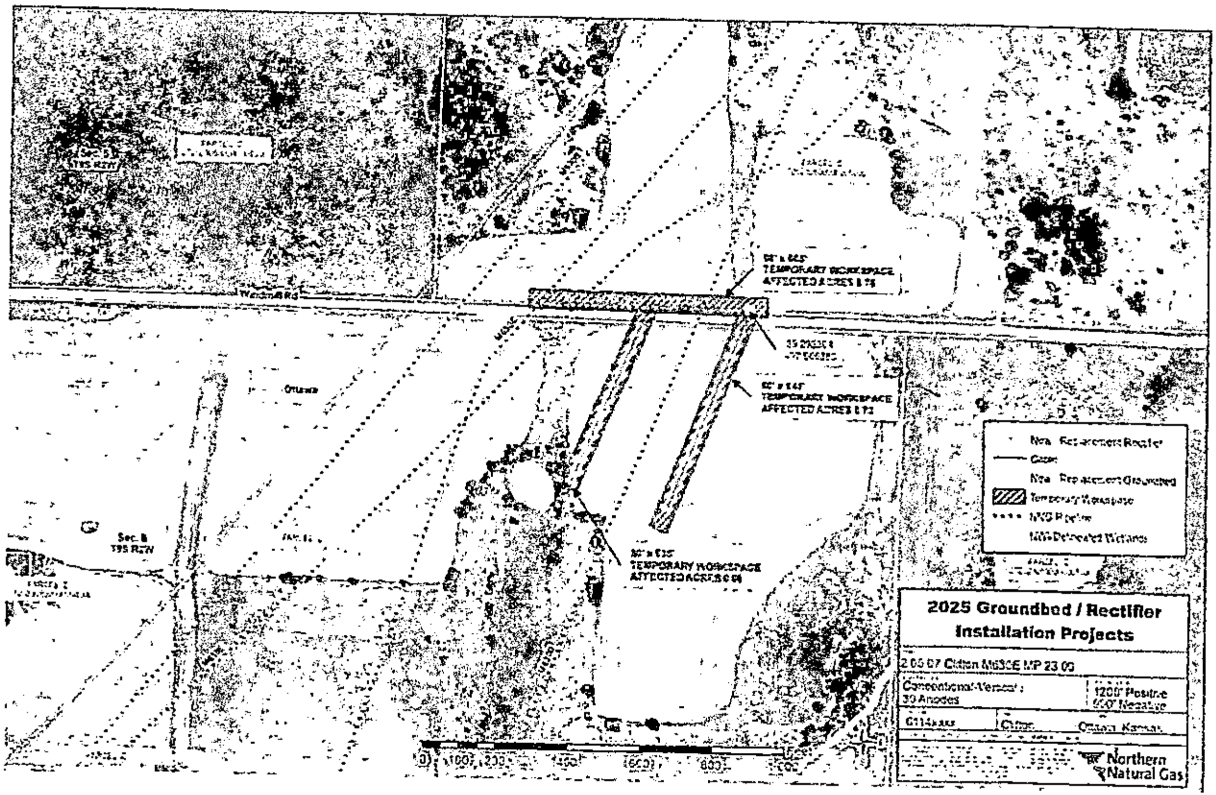
______________________ Date: __________ Ottawa
County Clerk

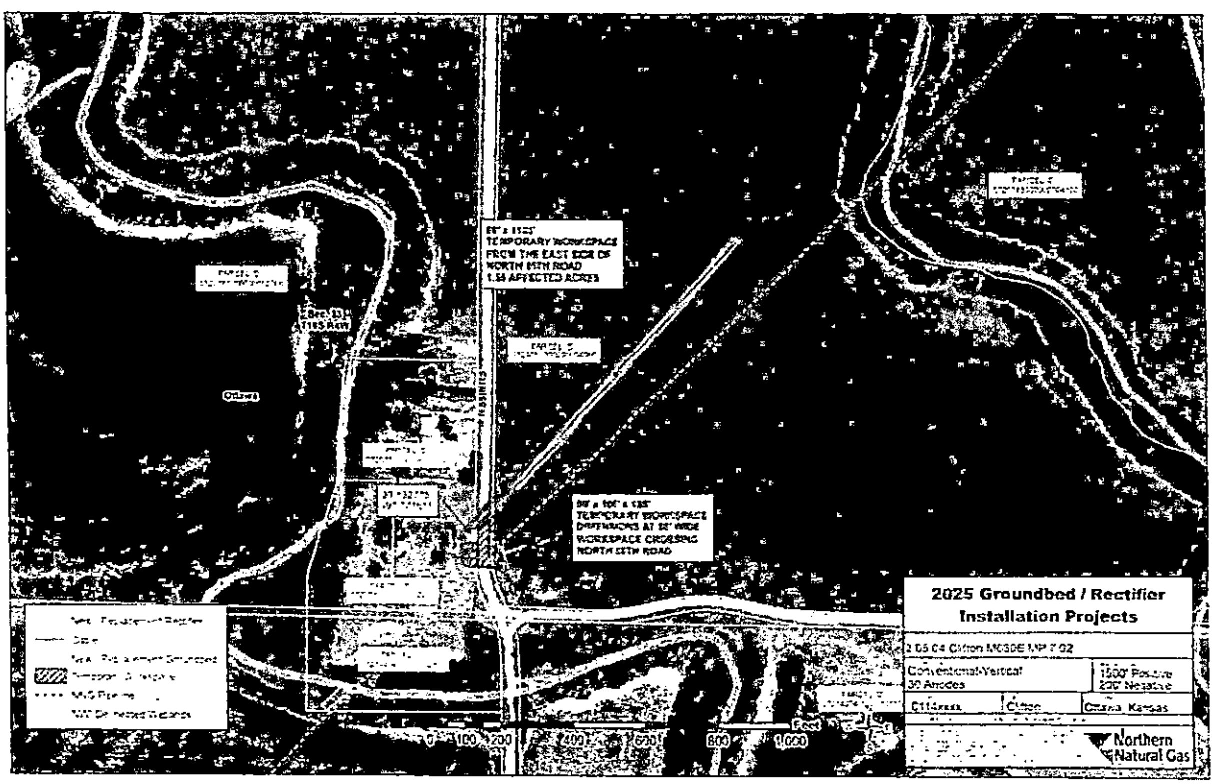
mjm
2/2016


Sec. 28
T10S R4W
Sec. 27
T10S R4W
60' x 300'
TEMPORARY WORKSPACE
AFFECTED ACRES 0.44
39.146945
-97.706796
Co Rd 426
60' x 1220'
TEMPORARY WORKSPACE
AFFECTED ACRES 1.30
Ottawa
N 60th Rd
Sec. 33
T10S R4W
Sec. 34
T10S R4W
2025 Groundbed / Rectifier
Installation Projects
2.05.05 Clifton M630E MP 8.31
Conventional-Vertical /
30 Anodes
1500' Positive
200' Negative
0114xxxx
Clifton
Ottawa, Kansas
New - Replacement Rectifier
Cable
New - Replacement Groundbed
Temporary Workspace
NNG Pipeline
NWI-Delineated Wetlands
0 100 200 400 600 800 1,000
Feet
Northern
Natural Gas

clearing.*


Sec. 23
T11S R5W
Sec. 24
T11S R5W
50' x 615'
TEMPORARY WORKSPACE
AFFECTED ACRES 0.705
50' x 1420'
TEMPORARY WORKSPACE
AFFECTED ACRES 1.631
New - Replacement Rectifier
Cable
New - Replacement Groundbed
Temporary Workspace
NNG Pipeline
NWI-Delineated Wetlands
Ottawa
Sec 25
50' x 645'
TEMPORARY WORKSPACE
AFFECTED ACRES 0.740
Sec. 26
T11S R5W
50' x 135'
TEMPORARY WORKSPACE
AFFECTED ACRES 0.154
39.035008
-97.835360
2025 Groundbed / Rectifier
Installation Projects
2.05.02 Clifton M630E MP 01.53
Conventional-Vertical
40 Anodes
2500' Positive
1500' Negative
0114xxxx
Clifton
Ottawa, Kansas
Feet
Northern
Natural Gas


TEMPORARY WORKSPACE
Ottawa
Sec. 8
T15 R21W
TEMPORARY WORKSPACE
TEMPORARY WORKSPACE
2025 Groundbed / Rectifier
Installation Projects
30 Anodes
1200' Positive
Ottawa, Kansas
0
100
200
400
600
800
Northern
Natural Gas


TEMPORARY WORKSPACE
FROM THE EAST SIDE OF
NORTH 15TH ROAD
TEMPORARY WORKSPACE
WORKSPACE CROSSING
NORTH 15TH ROAD
Ottawa
2025 Groundbed / Rectifier
Installation Projects
Conventional-Vertical
30 Anodes
Ottawa, Kansas
Feet
0
100
200
400
600
800
1,000
Northern
Natural Gas

Dayton Rindt Deputy	OFFICE OF SHERIFF OF OTTAWA COUNTY 312 North Ottawa Minneapolis Ks. 67467 *Office Phone (785) 392-2157* *Fax Number (785) 392-3659*	Ross Jameson Deputy/SRO
Wesley Hureau Deputy		Ashley Gonzalez Deputy
Jon Heald Deputy	Russell Thornton Sheriff	Pelton Smalls Deputy
		Undersheriff

November 17, 2025

KDOC
ATTN: Chris McKown
714 S.W. Jackson St, Ste 300
Topeka KS, 66603

To Whom it May Concern:

This signed document is for our new/current billable amount per diem for parole violators in our facility. At this time, the rate going forward starting January 1, 2026, will be $112.82per K.S.A. 19-1930 for daily housing maintenance, medical exams, etc. of state parole violators being held by the Ottawa County Detention Center.

______________________ **Sheriff Russell Thornton**	____________ **Date**
______________________ **Commissioner Carla Grund 1st Dist.**	____________ **Date**
______________________ **Commissioner Scott Mortimer 2nd Dist.**	____________ **Date**
______________________ **Commissioner Duane Morris 3rd Dist.**	____________ **Date**
______________________ **County Clerk Tammi Cox**	____________ **Date**

LINDBURG VOGEL PIERCE FARIS, CHARTERED
Certified Public Accountants

OTTAWA COUNTY, KANSAS

CONTRACT FOR AUDIT SERVICES

Year Ended December 31, 2025

LINDBURG
VOGEL PIERCE FARIS
Chartered

Guy A. Scofield, CPA
Nick L. Mueting, CPA
Billy J. Klug, CPA
Brent L. Knoche, CPA
Brian W. Mapel, CPA
Jeffrey D. Reece, CPA
Brady H. Byrnes, CPA
Alex P. Larson, CPA
Kayleen E. Million, CPA

The Board of County Commissioners
Ottawa County, Kansas

We are pleased to confirm our understanding of the services we are to provide Ottawa County, Kansas (the County) for the year ended December 31, 2025.

Audit Scope and Objective

We will audit the summary statement of receipts, expenditures, and unencumbered cash (the financial statement) of the County, including the related notes to the financial statement, as of December 31, 2025, and for the year then ended. This financial statement shall be presented on the regulatory basis of accounting to meet the financial reporting requirements of the State of Kansas, as described in the *Kansas Municipal Audit and Accounting Guide*, and will require that the governing body approve a resolution waiving the generally accepted accounting principles requirement.

We have also been engaged to report on supplementary information that accompanies the County's financial statement. We will subject the following supplementary information to the auditing procedures applied in the audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statement as a whole:

- summary of expenditures – actual and budget
- the individual fund schedules of receipts and expenditures - actual and budget
- the schedule of receipts and disbursements – agency funds

The objectives of our audit are to obtain reasonable assurance as to whether the financial statement as a whole is free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statement is fairly presented, in all material respects, in conformity with the regulatory basis of accounting financial reporting provisions permitted in the *Kansas Municipal Audit and Accounting Guide*, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles, and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statement as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with *Generally Accepted Auditing Standards*, GAAS, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statement.

2301 NORTH HALSTEAD
P.O. BOX 2047
HUTCHINSON, KS 67504-2047
(620) 669-0461

1206 W. FRONTVIEW, STE 201
P.O. BOX 1512
DODGE CITY, KS 67801-1512
(620) 227-3522

1401 MAIN, STE B
P.O. BOX 189
HAYS, KS 67601-0189
(785) 628-2900

15530 E BRONCOS PARKWAY
UNIT 380
CENTENNIAL, CO 80112-7111
(303) 798-2235

Auditor's Responsibilities for the Audit of the Financial Statement

We will conduct our audit in accordance with GAAS; the Kansas Municipal Audit and Accounting Guide approved by the State of Kansas; and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statement, including the disclosures, and determine whether the financial statement represents the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected creditors and financial institutions. We may also request written representations from your attorneys as part of the engagement.

Our audit of the financial statement does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statement, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following potential significant risk(s) of material misstatement as part of our audit planning:

- Proper determination and identification of federal financial assistance expended
- Compliance with laws, regulations, contracts, agreements, including grant agreements, and the terms and conditions of federal awards applicable to major programs
- Improper payments, including credit card purchases and other payments outside the normal accounts payable approval process
- Proper identification of estimates for disclosure, including commitments and contingencies
- Proper identification of significant related-party transactions for disclosure
- Write-off of uncollectible amounts without review and approval of governing body

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the County's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the regulatory basis financial statement, related notes, and supplementary information of the County based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statement

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statement in conformity with the regulatory basis of accounting financial reporting provisions permitted in *Kansas Municipal Audit and Accounting Guide*, including all informative disclosures that are appropriate for the regulatory basis of accounting.

Management is responsible for making drafts of the financial statement, all financial records, and related information available to us and for the accuracy and completeness of that information, including information from outside of the general and subsidiary ledgers and identification of federal awards expended. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statement and related matters.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations contracts, agreements, and grants.

You are responsible for the preparation of the supplementary information in conformity with the regulatory basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statement with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the regulatory basis reporting provisions of the *Kansas Municipal Audit and Accounting Guide*; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the regulatory basis reporting provisions; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

The audit documentation for the engagement is the property of Lindburg Vogel Pierce Faris, Chartered and constitutes confidential information. However, we may be requested to make audit documentation available to the State of Kansas or other regulatory agencies pursuant to law or regulation. We will notify you of any such request. If requested, access to such audit documentation will be under supervision of our staff. Further, upon request, we may provide selected audit documentation to the aforementioned parties. These parties may intend, or decide to distribute the copies or information contained therein to others, including governmental agencies.

Jeff Reece is the engagement shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved, and the experience level of personnel assigned to your audit. The fees are also based upon anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for progress payments may be presented from time to time during the engagement and a final invoice will be presented upon filing our report. Invoices will be payable the first of the following month.

Additional services requested, but not addressed in this engagement letter will be based on the actual hours required at our standard rates. We may also issue a separate engagement letter covering the additional services. Any other work not covered by this agreement, including but not limited to assistance with preparation of the County's budget and consultation with County personnel about accounting procedures and other matters, shall be done at your request on the basis of our regular rates.

Reporting

We will issue a written report upon completion of our audit of the County's financial statement.

Our report will be addressed to the Board of Commissioners, Ottawa County, Kansas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We appreciate the opportunity to be of service to Ottawa County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to us.

Respectfully submitted,

LINDBURG VOGEL PIERCE FARIS, CHARTERED
Certified Public Accountants

Jeff Reece

Jeff Reece, CPA

RESOLUTION OF ACCEPTANCE:

BE IT RESOLVED that the above proposal submitted to the Board of County Commissioners of Ottawa County, Kansas, on the ______ day of ______________________, 2025, be, and is hereby accepted.

____
Chairman, Board of County Commissioners

____
County Commissioner

____
County Commissioner

ATTEST: ______________________________
County Clerk

DESIGNATION OF INDIVIDUAL REPONSIBLE TO OVERSEE NONAUDIT SERVICES:

We designate ______________________ as the individual responsible to oversee nonaudit services.