



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

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Design of W. 62nd Ave. Bridge Replacement Project
4. Appoint Dantia MacDonald to the Pawnee Mental Health Services Advisory Board
5. Sign Riley County Personnel Action Form(s)

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Mar 29, 2021 8:30 AM

Review Tentative Agenda

7. Tentative Agenda

Press Conference Topics

8. Discuss Press Conference

9:00 AM

Julie Gibbs, Health Department Director

9. RCHD Request to hire 2 temporary medical clerks

9:15 AM

Michael Boller, Noxious Weed Director

10. Staff Update

9:30 AM

Greg McHenry, Appraiser

11. Appraiser's Office Report

9:55 AM

John Ellermann, Public Works Director/County Engineer

12. Proposed 2022 Sales Tax Program

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

13. Administrative Work Session

10:30 AM

Ron Fehr, Manhattan City Manager

14. Manhattan City General Update

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.



PUBLIC WORKS
Contract

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

COMMISSION AGENDA REPORT

FROM: Gary Rosewicz, Assistant Public Works Director

MEETING: April 1, 2021

SUBJECT: Design of W. 62nd Ave. Bridge Replacement Project

PRESENTER: Gary Rosewicz, Assistant Public Works Director

In 2020, the Commission approved \$100,000.00 in the CIP fund for the design and construction of a bridge replacement on W. 62nd Ave. in Wildcat Creek Park. After conferring and reviewing the project with several local consultants, staff negotiated a contract price for the design of a 40 ft. span, 24 ft. wide steel bridge with BG Consultants in the amount of \$18,200.00. The structure will be built by County forces.

We recommend your approval of the contract.

POSSIBLE MOTION(S)

Move to approve the contract with BG Consultants in the amount of \$18,200.00

Move to deny the contract with BG Consultants in the amount of \$18,200.00

Move to table

Enclosures:

- 2020 Agreement_BG_ W. 62nd Ave Bridge Replacement (PDF)



AGREEMENT ENGINEER-OWNER

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the ENGINEER), and BOARD OF COUNTY COMMISSIONERS, RILEY COUNTY, KANSAS, party of the second part, (hereinafter called the OWNER).

WITNESSETH:

WHEREAS, the OWNER is authorized and empowered to contract with the ENGINEER for the purpose of obtaining Services for the following improvement:

Wildcat Park Access Bridge Replacement
W. 62 nd Ave. over Natalie's Creek
In Riley County, Kansas

WHEREAS, the ENGINEER is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the OWNER now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 **“Additional Services”** means any Services requested by the OWNER which are not covered by Attachment A of this Agreement.
- 1.2 **“Agreement”** means this contract and includes change orders issued in writing.
- 1.3 **“OWNER”** or **“Owner”** means the agency, business or person identified on page 1 as “OWNER” and is responsible for ordering and payment for work on this project.
- 1.4 **“ENGINEER”** or **“Engineer”** means the company identified on page 1. ENGINEER shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 **“Contract Documents”** means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 **“Engineering Documents”** or **“Architectural Documents”** or **“Survey Documents”** means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Attachment A attached hereto.

- 1.7 **“Consulting Services”** or **“Engineering Services”** or **“Architectural Services”** or **“Survey Services”** means the professional services, labor, materials, supplies, testing and other acts or duties required of the ENGINEER under this Agreement, together with Additional Services as OWNER may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 **“Services”** is a description of the required work as shown in **Attachment A**.
- 1.9 **“Subsurface Borings and Testing”** means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF ENGINEER

- 2.1 **SCOPE OF SERVICES:** The ENGINEER shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Attachment A** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1. **Personnel:** The ENGINEER shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Brady Hedstrom, P.E.
Address:	4806 Vue Du Lac Place
	Manhattan, KS 66503
Phone:	785-537-7448 Ext. 1124

- 2.2.2. **Standard of Care:** In the performance of professional Services, ENGINEER will use that level of care and skill ordinarily exercised by reputable members of ENGINEER’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The ENGINEER is an independent contractor and as such is not an employee of the Owner.
- 2.2.4. **Insurance:** The ENGINEER will maintain throughout this AGREEMENT the following insurance:
- (a) Worker’s compensation and employer’s liability insurance as required by the State of Kansas.
 - (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on site and off site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
 - (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
 - (d) Professional liability insurance of \$1,000,000 per claim and in the aggregate.

(e) OWNER will be named as an additional insured with respect to ENGINEER'S liabilities hereunder in insurance coverage identified in items "b" and "c".

- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Attachment A are necessary for design, the ENGINEER shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The ENGINEER will provide this information to the Owner and the Owner will contract directly with the Geotechnical firm. The ENGINEER will not charge an add-on percentage for the Geotechnical firm's work. The Owner will pay the Geotechnical firm separately from this Agreement.
- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Owner and performed by a third party, other than the ENGINEER or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Owner directly to the third party or parties. Fees for extra work shall be subject to negotiation between the OWNER and the third party. Fees shall be approved by the OWNER prior to the execution of any extra work. Although the ENGINEER may assist the OWNER in procuring such Services of third parties. Where any design services are provided by persons or entities not under ENGINEER's direct control, ENGINEER's role shall be limited to its evaluation of the general conformance with the design intent and the interface with ENGINEER's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, ENGINEER shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The ENGINEER shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Owner regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the OWNER nor the ENGINEER shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The ENGINEER shall sign and seal final plans, specifications, estimates and data furnished by the ENGINEER according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by ENGINEER be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by ENGINEER; fires; floods; labor disturbances; epidemics; and unusually severe weather. ENGINEER will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by ENGINEER.
- 2.2.10. **Inspection of Documents:** The ENGINEER shall maintain Project records for inspection by the OWNER during the contract period and for three (3) years from the date of final payment.
- 2.2.11. **No Fiduciary Duty:** The ENGINEER shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The ENGINEER shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. ENGINEER makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with ENGINEER's services. Notwithstanding any other representations made elsewhere in this Agreement or in the

execution of the Project, this Standard of Care shall not be modified. The ENGINEER shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

SECTION 3 – OWNER RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The OWNER shall provide to the Engineer information and criteria regarding the OWNER's requirement for the Project; examine and respond in a timely manner to the Engineer's submissions and give notice to the Engineer whenever the OWNER observes or otherwise becomes aware of any defect in the Services. The OWNER represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the OWNER.
- 3.1.2. **Access:** The OWNER will provide access agreements for the Engineer to enter public and private property when necessary.
- 3.1.3. **Duties:** The OWNER shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Attachment A as the OWNER's responsibility.
- 3.1.4. **Program and Budget:** The OWNER shall provide full information stating the OWNER's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Engineer is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the OWNER.
- 3.1.6. **Legal, Insurance, Audit:** The OWNER shall furnish all legal, accounting and insurance counseling Services as may be necessary to represent the legal, insurance and/or financial interests of Owner at any time for the Project. The OWNER shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The OWNER will assign the person indicated below to represent the OWNER in coordinating this Project with the ENGINEER, with authority to transmit instructions and define policies and decisions of the OWNER.

Name: Gary Rosewicz, P.E.
 Address: 6215 Tuttle Creek Blvd.
Manhattan, Kansas 66503
 Phone: 785.537.6330

- 3.1.8. **Billing Contact:** In this section, the OWNER will identify the billing contact and address. The ENGINEER will submit invoices according to this contract to the OWNER's billing contact at the address shown:

Name: Gary Rosewicz, P.E.
 Address: 6215 Tuttle Creek Blvd.
Manhattan, Kansas 66503
 Phone: 785.537.6330

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense (Hourly):** The OWNER agrees to pay the ENGINEER a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule in **Attachment B** of this Agreement. This maximum fee is based on the scope of Services outlined in **Attachment A** of this Agreement. Payment is due within thirty (30) days of billing by the ENGINEER.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto in **Attachment B**, and reimbursable expenses not contemplated in this Agreement will be charged at actual cost plus ten (10) percent. No Additional Services or costs shall be incurred without proper written authorization of the OWNER.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Attachment B**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation authorized in writing, in advance of ENGINEER incurring such expenses in connection with the Project; expenses authorized in writing, in advance of ENGINEER incurring such expenses in connection with out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the OWNER and other costs as authorized in writing, in advance of by the OWNER. Reimbursable expenses shall not include overhead costs, anticipatory profit, consequential damages, nor additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the OWNER shall reimburse the ENGINEER in addition to the contractual amounts provided. The OWNER shall provide tax exempt number, if required, and if requested by the ENGINEER.
- 4.1.6. **Billing:** ENGINEER shall bill the OWNER monthly for services and reimbursable expenses according to **Attachment B**. The bill submitted by ENGINEER shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a ENGINEER's invoice. The OWNER agrees to pay within thirty (30) days of billing by the ENGINEER.
- 4.1.7. **Timing of Services:** ENGINEER will perform the Services according to **Attachment B**. However, if during their performance, for reasons beyond the control of the ENGINEER, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. ENGINEER will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in **Attachment B**. The start date, completion date and any milestone for project delivery are approximate only and ENGINEER reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the OWNER or third parties.

- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the OWNER, when requested by the OWNER and through no fault of the ENGINEER, the ENGINEER shall be compensated for time and expense required to incorporate such modifications at ENGINEER's standard hourly rates. Provided, however, that any increase in contract price or contract time shall be requested by the ENGINEER through the change order process and, if approved, shall be represented by a written supplemental agreement prior to ENGINEER performing such services. ENGINEER shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to ENGINEER's negligence, error or omission.
- 4.1.9. **Additional Services:** The ENGINEER shall provide, with the OWNER's concurrence, Services in addition to those listed in Attachment A when such Services are requested in writing by the OWNER. Prior to providing Additional Services, the ENGINEER shall submit a proposal outlining the Additional Services to be provided, and a proposed hourly or lump sum fee adjustment. Payment to the ENGINEER, as compensation for these Additional Services, shall be in accordance with any mutually agreed adjustment to the ENGINEER's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the OWNER if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the OWNER, unless it is the result of an emergency situation, in which case the OWNER may give verbal, e-mail or facsimile approval which shall have the same effect as a written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The OWNER reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the ENGINEER, by providing advance written notice of such termination to the ENGINEER. Such notice shall be provided with a minimum of Twenty Four (24) hours' advance notice.

The ENGINEER reserves the right to terminate this Agreement based on any material breach by the OWNER.

If the OWNER fails to make payments to the ENGINEER in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the ENGINEER's option, cause for suspension of performance of services under this Agreement. If the ENGINEER elects to suspend services, the ENGINEER shall give seven (7) days' written notice to the OWNER before suspending services. In the event of a suspension of services, the ENGINEER shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services. Before resuming services, the ENGINEER shall be paid all sums due prior to suspension and any expenses incurred in the interruption and

resumption of the ENGINEER's services. The ENGINEER's fees for the remaining services and the time schedules shall be equitably adjusted.

- 5.1.2. **Compensation for Convenience Termination:** If OWNER shall terminate for its convenience, as herein provided, OWNER shall compensate ENGINEER for all Services completed to date prior to receipt of the termination notice provided such Services are expressly authorized by this Agreement.
- 5.1.3. **Compensation for Default Termination:** If the OWNER shall terminate for cause or default on the part of the ENGINEER, the OWNER shall compensate the ENGINEER for the reasonable cost of Services completed to date of its receipt of the termination notice, provided such costs are expressly authorized by this Agreement. Compensation shall not include anticipatory profit nor consequential damages, neither of which shall be allowed.
- 5.1.4. **Incomplete Documents:** Neither the ENGINEER, nor its subconsultants, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the ENGINEER having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, ENGINEER and OWNER agree first to try in good faith to settle the dispute by negotiations between senior management of ENGINEER and OWNER. If such negotiations are unsuccessful, ENGINEER and OWNER agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, ENGINEER grants OWNER a license to use instruments of ENGINEER's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by OWNER, without ENGINEER's written permission, shall be at OWNER's sole risk, and OWNER agrees to indemnify, defend, and hold ENGINEER harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by OWNER or by others acting through OWNER.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. OWNER shall indemnify and save ENGINEER, its officers and employees harmless from and against any liability, claim, judgment, demand or cause of action arising out of or relating to: (i) OWNER's breach of this Agreement; (ii) the negligent acts or omissions of OWNER or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access. Notwithstanding the foregoing, OWNER waives no defense, immunity or limitation of liability otherwise available to OWNER under the terms of the Kansas Tort Claims Act or other applicable law.

5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for OWNER by a person or business entity other than an ENGINEER, OWNER agrees to have such construction contractors agree in writing to indemnify and save harmless ENGINEER from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work, subject to OWNER'S right to raise a defense or exemption under the Kansas Tort claims Act, or other applicable law. The OWNER will cause the contractor to name BG Consultants, Inc. (ENGINEER) as an additional insured on the contractor's General Liability Policy.

5.4.3. ENGINEER shall indemnify and hold OWNER and its employees and officials harmless from and against any liability, claim, judgment, demand or cause of action arising out of or relating to: (i) ENGINEER'S breach of this Agreement; (ii) the negligent acts errors or omissions of ENGINEER or its employees, contractors or agents to the extent caused or incurred in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement and its Attachments constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement cannot be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the ENGINEER or the OWNER without the advance written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

5.9.1. OWNER's exclusive remedy for any alleged breach of standard of care hereunder shall be to require ENGINEER to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of ENGINEER, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to ENGINEER for the Services. All claims by OWNER shall be deemed relinquished unless filed within one (1) year after completion of the Services.

5.9.2. OWNER agrees that any claim for damages filed against ENGINEER by OWNER or any contractor or subcontractor hired directly or indirectly by OWNER will be filed solely against ENGINEER or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part. Provided, however, that this subsection shall not prevent OWNER or its agents from seeking a claim for damages against an individual person affiliated

with ENGINEER or any contractor or subcontractor hired by OWNER for any intentional or reckless acts alleged to have been committed by said individual.

- 5.9.3. ENGINEER and OWNER shall not be responsible to one another for any special, incidental, indirect or consequential damages (including lost profits) incurred by either ENGINEER or OWNER or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

- 5.10.1 ENGINEER shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. ENGINEER shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

- 5.13.1. Unless otherwise expressly agreed to in writing, ENGINEER shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of ENGINEER at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, OWNER will advise any contractors that Engineer's Services are so limited. ENGINEER will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

- 5.14.1. The ENGINEER and the ENGINEER's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 KANSAS ACTS AGAINST DISCRIMINATION

- 5.15.1. The ENGINEER agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

SECTION 6 – ATTACHMENTS, SCHEDULES, AND SIGNATURES

The AGREEMENT, including its Attachments, Schedules and Signatures, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following Attachments and Schedules are hereby made a part of this AGREEMENT.

Attachment A – Scope of Services
Attachment B – Cost and Schedule
Attachment C – Contractual Provisions

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day
of _____, 20__.

ENGINEER:

BG Consultants, Inc.

By: _____

Printed Name: Brady Hedstrom, P.E.

Title: Project Engineer

OWNER:

**Board of County Commissioners
of Riley County**

By: _____

Printed Name: John Ford

Title: Chairman

ATTACHMENT A

SCOPE OF SERVICES

The ENGINEER shall provide surveys, hydraulic analyses, construction plans, and quantity breakouts associated with replacement of Wildcat Park Access Bridge located on W. 62nd Ave. Natalie's Creek. Project will be constructed with county forces and funds and closed to traffic throughout construction. Bridge is anticipated to be 40' span SBMS with concrete deck, 24' roadway and steel pile bent abutments. Work will include:

Preliminary Design:

- Meet with Riley County Public Works representatives to identify any additional design criteria necessary for the project.
- Contact adjacent landowners for approval to enter onto their property to perform field surveys.
- Perform field topographic survey for the project. Field survey will include locating existing utilities via Kansas One Call. Locating property lines and section lines is not included.
- Provide traffic control signing on or along the road, street or highway where ENGINEER has crews working. The size, shape, color and placement of signs shall comply with the current version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary of Transportation.
- Perform hydraulic analysis using HY-8 and scour analysis using KDOT BLP Scour Calculator for low volume roads.
- Prepare and furnish two sets of preliminary design plans for field check to the County. These preliminary design plans shall include road and bridge alignment, sizing and grading.
- Field check the project with representatives of the County, if requested.

Final Design:

- Prepare the design plans incorporating changes agreed to during the field check. Plans shall include structural plans and details, erosion control plan and details and summaries of quantities.
- No geotechnical services are anticipated. Foundation design will include test piles.
- Prepare and submit on behalf of the County applications for permits. Permits are anticipated from the U.S. Army Corps of Engineers, Kansas State Dept. of Agriculture, Division of Water Resources, KS Dept. of Wildlife Parks and Tourism. A Kansas Department of Health and Environment NOI is not anticipated. Any permit application fees shall be the OWNER's responsibility.
- Contact known utilities and secure a signed agreement for the relocation of utilities from within the construction limits. All utility relocation costs shall be OWNER's responsibility.
- Provide KDOT Standard Load Rating Summary Sheet and Item 113 Justification Form for new bridge file.
- Submit two complete sets of the design plans to the County for a final check review.
- Prepare the design plans incorporating changes agreed to during final check.
- Provide final plans, drawings and documents pertaining to the project to the County in both hardcopy and electronic format.
- Report to the County actual progress at monthly intervals or at a mutually agreeable interval approved by the County.

Additional Services:

Any work requested by the Owner that is not included in the services listed above will be classified as Additional Services. Additional Service shall include, but are not limited to the following:

- Property ownership research
- Legal descriptions or easement acquisition support services
- Staking of property lines or easements
- Construction staking services
- Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, documents or designs or due to any other causes beyond the Engineer's control. **Supplemental Services must be authorized by the Owner in writing prior to performance of the work.**

END OF ATTACHMENT A

ATTACHMENT B COST AND SCHEDULE

A. ENGINEERING FEE

1. ENGINEER will perform scope of services identified in Attachment A, at the attached hourly rates, based on actual hours expended on the Project, but not to exceed a maximum fee of \$18,200.
2. OWNER will be invoiced in accordance with Section 4 of this AGREEMENT. Monthly invoicing will be based on actual hours expended on the Project.
3. All permit application fees and utility relocation costs are excluded from this AGREEMENT and shall be the responsibility of the OWNER.

B. ESTIMATED PROJECT SCHEDULE

1. ENGINEER shall submit Preliminary Design within eight (8) weeks of the notice to proceed. ENGINEER shall submit Final Design within six (6) weeks of Field Check and OWNER's review and approval of Preliminary Design.

2021 BG CONSULTANTS STANDARD HOURLY RATES

<u>POSITION</u>	<u>STANDARD PER HOUR 2021</u>
PRINCIPAL III	\$274.00
PRINCIPAL II	\$240.00
PRINCIPAL I	\$216.00
ENGINEER/ARCHITECT V	\$198.00
ENGINEER/ARCHITECT IV	\$173.00
ENGINEER/ARCHITECT III	\$162.00
ENGINEER/ARCHITECT II	\$146.00
ENGINEER/ARCHITECT I	\$125.00
INTERN ENGINEER/ARCHITECT IV	\$151.00
INTERN ENGINEER/ARCHITECT III	\$141.00
INTERN ENGINEER/ARCHITECT II	\$131.00
INTERN ENGINEER/ARCHITECT I	\$112.00
TECHNICIAN IV	\$129.00
TECHNICIAN III	\$119.00
TECHNICIAN II	\$101.00
TECHNICIAN I	\$88.00
TECHNICIAN	\$61.00
SENIOR CONSTRUCTION OBSERVER	\$117.00
CERTIFIED CONSTRUCTION OBSERVER	\$105.00
CONSTRUCTION OBSERVER	\$94.00
SENIOR PROJECT SURVEYOR	\$196.00
PROJECT SURVEYOR	\$146.00
ASSISTANT PROJECT SURVEYOR	\$123.00
FIELD SUPERVISOR	\$113.00
FIELD SURVEYOR II	\$83.00
FIELD SURVEYOR I	\$70.00
CLERICAL II	\$66.00
CLERICAL I	\$56.00

- Note: 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.
- 2) For any Federal Wage and Hour Law non exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.
- 3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.

END OF ATTACHMENT B

ATTACHMENT C

Attachment C to "Contract" Between Riley County, Ks (hereinafter "County"), and BG Consultants (hereinafter "Engineer").

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, Engineer 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.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1. **Service Standards and Procedures.** Engineer 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.** Engineer shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract to the industry standard of care, 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 Engineer. In the event of such termination, County agrees to give written notice of termination to Engineer. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Engineer.
6. **ANTI-DISCRIMINATION CLAUSE.**
- 6.1. In carrying out the Contract, Engineer shall comply with K.S.A. 44-1001 *et seq.*
 - 6.2. Engineer 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, Engineer shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - 6.4. If Engineer 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, Engineer 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 Engineer 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, Engineer 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. Engineer 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 Engineer.
 - 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Engineer employs fewer than four employees or if Engineer'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 Engineer thereby represents that such person is duly authorized by Engineer to execute the document on behalf of Engineer and Engineer agrees to be bound by the provisions thereof. Engineer 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 Engineer 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.*), Engineer shall bear the risk of any loss or damage to any personal property to which Engineer holds title.
12. **TERM AND TERMINATION.**
- 12.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
- 12.2. **Termination for Cause.** If Engineer shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Engineer 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 Engineer 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.
- 12.3. Notwithstanding the above, Engineer shall not be relieved of liability to County by virtue of any breach of the Contract by Engineer.
- 12.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Engineer, stating the effective date of the termination for convenience.
- 12.5. **Payment Calculation Upon Termination.** In the event of termination under the Contract by either party, any amount owed Engineer will be calculated based solely upon payment for fair value of acceptable services provided by Engineer to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.

13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Engineer and County is of a contractual nature. Both parties assert and believe that Engineer is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Engineer is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Engineer, and employees of Engineer, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Engineer, and employees of Engineer, 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 Engineer. Engineer shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Engineer's sole expense.

14. **PERSONNEL.**

- 14.1. **Qualified Personnel.** Engineer 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.** Engineer will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- 14.3. **Employee Conflict of Interest.** Engineer 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 Engineer.** Engineer 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 Engineer 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 Engineer for which Engineer 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, Engineer 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, Engineer 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 Engineer will be withheld by County if Engineer 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.** Engineer 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.** Upon advance written notice Engineer agrees to make its records, books, papers, documents and data pertaining to this agreement 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. **Engineer's Purchasing Procedure.** Engineer certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Engineer 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.** Engineer 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 Engineer 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 Engineer 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.** Engineer must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Engineer.
- 19.5. **Mailing Address.** Payments shall be mailed to Engineer's address as set forth herein.
20. **LICENSES AND PERMITS.** Engineer shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Engineer 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 ENGINEER ASSETS.** Engineer will notify County in writing at least thirty (30) calendar days in advance of Engineer's merger with any other business entity, or of any sale or other transfer of Engineer's assets to any other business entity. In the event of any such merger, sale or other transfer of Engineer assets, Engineer 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 Engineer assets. After such merger, sale or other transfer of Engineer assets,

Engineer will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Engineer under this Contract.

24. **LIABILITY INSURANCE.** Engineer 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 (excluding Workers' Compensation and Professional Liability). Engineer shall furnish a certificate evidencing such coverage, with County named as an additional insured (excluding Workers' Compensation and Professional Liability), which shall be delivered to the Office of the Riley County Counselor for approval. Such certificate shall contain a provision that coverage afforded under the policies will not be canceled, or non-renewed 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.

Engineer

BG CONSULTANTS, INC.

By: 
Brady Hedstrom, P.E.

Date

3/26/2021

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
John Ford, Chairman

Date

ATTEST:

(seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____



COUNTY CLERK & ELECTIONS
Appointment

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

RESOLUTION

FROM: Cindy Kabriel, Administrative Assistant II

MEETING: April 1, 2021

SUBJECT: Appoint Dantia MacDonald to the Pawnee Mental Health Services
Advisory Board

PRESENTER: Cindy Kabriel, Administrative Assistant II

Move to appoint Dantia MacDonald to the Pawnee Mental Health Services Advisory Board and approve "Resolution No. 040121- , A Resolution appointing a representative to the Pawnee Mental Health Services Advisory Board".

Enclosures:

- 04-01-21 Dantia MacDonald PMHS Board (PDF)



BOARD OF COMMISSIONERS

4.a

115 N. 4th Street, 1st Floor
Manhattan, Kansas 66501
Phone: 785-565-6841
Fax: 785-565-6841
E-mail: boccc@rileycountyks.gov

April 1, 2021

Dantia MacDonald

Dear Dantia:

This is to confirm that your appointment to the Pawnee Mental Health Services Board. We greatly appreciate your willingness to serve on this Council/Board and know that the Pawnee Mental Health Services Board will benefit from your contribution. Your term appointment is through December 31, 2021.

Sincerely,

Riley County Board of County Commissioners

Chairman

Member

Member

Attachment: 04-01-21 Dantia MacDonald PMHS Board (10668 : Pawnee Mental Health Services Advisory Board)

RESOLUTION NO. 040121-**A RESOLUTION APPOINTING A REPRESENTATIVE TO THE RILEY
COUNTY PAWNEE MENTAL HEALTH ADVISORY BOARD**

WHEREAS, Riley County has three positions on the Pawnee Mental Health Advisory Board, and

WHEREAS, one position is open and Dantia MacDonald is eligible to be appointed and has indicated her willingness to serve a partial term; and

WHEREAS, the Board of Commissioners of Riley County, Kansas, desire to appoint her to a partial term.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Riley County, Kansas, that Dantia MacDonald is hereby appointed to the Pawnee Mental Health Services Advisory Board for the period from April 1, 2021 through December 31, 2021.

ADOPTED this 1st day of April, 2021.

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

CHAIR

MEMBER

MEMBER

ATTEST:

RICH VARGO
Riley County Clerk

Attachment: 04-01-21 Dantia MacDonald PMHS Board (10668 : Pawnee Mental Health Services Advisory Board)

Cindy Kabriel

From: Shannon Hughston [REDACTED]
Sent: Wednesday, March 24, 2021 4:48 PM
To: Cindy Kabriel
Cc: Robbin Cole
Subject: Pawnee Board Appointment noencrypt

Hello Cindy,

Danita MacDonald was invited to attend the Pawnee Mental Health Services Board of Directors meeting on Tuesday, March 23. She expressed interest in joining the board. May we ask to have the Riley County Commissioners consider her appointment? I believe she would fill the Riley County Regular vacancy that term expires in December 2021.

Shannon Hughston, BS
 Executive Assistant
 Pawnee Mental Health Services
 423 Houston Street
 P.O. Box 747
 Manhattan, KS 66505-0747
 Phone: (785) 587-4300 ext. 599
 Fax: (785) 587-4377
 [REDACTED]

Visit our website at www.pawnee.org



IMPORTANT: This communication contains information from Pawnee Mental Health Services which may be confidential and privileged and is solely for the use of the intended recipient. If it appears that this communication was addressed or sent to you in error, you may not use, copy, disclose, or distribute this communication or any information contained therein. If you have received this in error, please notify the sender immediately by reply email or by telephone.

Attachment: 04-01-21 Dantia MacDonald PMHS Board (10668 : Pawnee Mental Health Services Advisory Board)



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 Resource Manager

MEETING: April 1, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-03 HD P McKenna (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date	03/20/2021
☒ Change		Employee #	

☐ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☒ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☐ Full Time	☐ Regular	☒ As-Needed	☐ Seasonal
☐ Part Time	☐ Grant Funded	☐ Intern	☐ Temporary

McKenna	Patricia		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Covid 19-Contact Tracer	Health Department	030-0400
Position Title	Department	Fund

03/20/2021	☐ Exempt	☒ Non-Exempt		☐ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

B	9	\$15.49	☒ Hour	\$	☐ Month	☐ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

Resignation

Approvals:

Department:



Date:

3-24-21

Personnel:



3/25/21

BOCC:

Chairman:

Member:

Member:



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
April 05, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Proclamation for the Health Department

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

2. Administrative Work Session

9:20 AM

Amy Manges, Register of Deeds

3. Upgrade to iDoc Market

9:30 AM

Press Conference

4. RCPD - RCPD update (3-5 minutes)
5. Downtown Manhattan update - Gina Scroggs (3-5 minutes)
6. Presentation of Proclamation - John Ford and Julie Gibbs (3-5 minutes)

10:00 AM

Alvin Perez, PW Operations and Fleet Manager

7. Bid opening for asphalt seal oil

10:10 AM

Alvin Perez, PW Operations and Fleet Manager

8. Bid opening for 2021 crushed/washed limestone chips

Adjournment

Attachment: 04-05-21 tentative agenda (10436 : Tentative Agenda)

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



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
April 08, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Discuss Joint City/County/County Meeting
2. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:20 AM

Break

9:30 AM

Shilo Heger, Treasurer

4. Monthly Revenue Reports

9:45 AM

Jason Smith, Manhattan Area Chamber of Commerce

5. Economic development update

10:00 AM

Julie Gibbs, Health Department Director

6. Staff update

10:30 AM

Budget and Planning Committee - Tami Robison, Budget and Finance Officer

7. Monthly Cash Flow Reports
8. CIP Work Session

Attachment: 04-08-21 tentative agenda (10436 : Tentative Agenda)

11:05 AM Julie Gibbs, Health Department Director

9. Update on mask mandate

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: 04-08-21 tentative agenda (10436 : Tentative Agenda)



HEALTH DEPARTMENT
Personnel

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: April 1, 2021

SUBJECT: RCHD Request to hire 2 temporary medical clerks

PRESENTER: Julie Gibbs

BACKGROUND

We have increased our demand on nurses and medical clerks at the health department. Currently we are hosting 2-4 clinics every week, we are vaccinating homebound individuals, and administering vaccine with mobile unit. Along with all of this comes paperwork, data entry and reconciliation. This is currently too much for our clinic to keep up with. Along with this, they are expected to continue regular services.

DISCUSSION

Our request includes 2 Full Time Temporary Medical Clerks, with option to extend. We would hire ASAP.

FISCAL IMPACT

This would be temporary, due to the covid response. Therefore, we are able to utilize our extended ELC funds from KDHE. There will be no impact to the county.

RECOMMENDATION(S)

I recommend the Board of Health approve the request to hire 2 temporary medical clerks.

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:

- 2021 Clinic Medical Clerk (DOC)
- 2021-03 HD Medical Clerk (gold) (PDF)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	MEDICAL CLERK	
Department:	Health Department	Division:
Reports To:	Clinic Supervisor	
Pay Grade:	G	Status: Full Time Temporary with Option to Extend
FLSA Status:	Non-Exempt	

POSITION SUMMARY: This is a complex and responsible position involving data entry, filing, directing telephone calls, and multiple clerical/receptionist duties. Work requires good judgment, multi-tasking and professionalism. Provide cheerful, helpful reception to all and register/check-in clients.

ESSENTIAL FUNCTIONS:

- Operate office equipment to fulfill the duties of typing, filing, photocopying, and facsimile communication as required.
- Sort and distribute daily mail in order to facilitate replies.
- Record and relay accurate messages to facilitate communications within the office and with the general public.
- Greet and disseminate information to the public as instructed.
- Check-out clients/money collection/receipt writing.
- Separate completed charts following clinic (i.e. filing, consults, doctor's signature, etc.)
- Schedule appointments for patients.
- Send out appropriate forms to clients prior to appointment for family planning exams, COVID19 testing and vaccination, and immunization or physical assessment appointments.
- Answer phones and provide accurate information to public regarding COVID-19 pandemic response.
- Participate in COVID19 pandemic and other emergency response efforts.
- Assist with COVID19 testing and vaccination data entry and reporting requirements.
- Conform to HIPAA privacy regulations specific to position held.

The clinic medical clerk creates and records Protected Health Information (PHI) and has authority to use the following categories of PHI for payment operations and treatment: patient demographics, scheduling information, billing/payment information, and diagnostic/procedure information. Disclosures are only allowed as necessary for treatment to providers and/or Business Associates, for billing or as required by law.

- Other duties as assigned.

NOMINAL FUNCTIONS:

- Ensures copy machine, computer, and other equipment is in working order. Coordinates for service repairs.
- Coordinates packing and paperwork for health department satellite clinics.
- Attends staff meetings.

POSITION REQUIREMENTS:

Education: A high school diploma or GED required.

License(s)/Certification(s):

Experience: Must possess at least one year medical receptionist office experience. Appropriate education or training may be substituted for the required experience. Experience with the operation of specialized office equipment, particularly computers is required. Recent experience in medical billing and coding is helpful.

Skills: Demonstrated ability in typing and knowledge of basic or commonly-used office rules, procedures and operations. Must have ability to work with the public. Must understand and demonstrate basic computer skills. Bilingual English/Spanish is helpful.

Supervisory Controls: The employee plans and carries out the 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 for doing the work have been established and a number of specific guidelines are available.

Complexity: The decision regarding what needs to be done depends upon the analysis of the subject, phase, or issues involved in each assignment, and the chosen course of action may have to be selected from many alternatives.

Scope and Effect of Work: The 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: The personal contacts are with employees in the same agency, and outside the immediate organization. People contacted generally are engaged in different functions and kinds of work performed for the county. Also a substantial number of contacts are made with members of the general public.

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 described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit; use hands to finger, handle, reach with hands and arms; talk and hear with both ears. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision and color identification.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to a normal noise level.

Public health facility requires a non-smoker.

Approved: _____ Date: _____
(Supervisor)

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 requirement of the job change.

Attachment: 2021 Clinic Medical Clerk (10664 : RCHD Personnel Request Form)

Packet Pg. 41

(Check one box and follow instructions in box – attach new job description if applicable)

1. Why is it necessary to fill this position or change its status? Need for office help and help with COVID-19 specific response efforts
2. Is it possible to fill this position internally? If no, why not? Yes, if meet qualifications

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills:

Graduation from a standard high school or G.E.D. possession. At least one year medical receptionist office experience. Appropriate education or training may be substituted for required experience. Experience with the operation of specialized office equipment, particularly computers is required. Recent experience in medical billing and coding helpful.

Additional comments:

Approval by:

Department Head:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:



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 Department

MEETING: April 1, 2021

SUBJECT: Staff Update

PRESENTER: Michael Boller, Director Riley County Noxious Weed Department

Enclosures:

- 4-1-21 Staff Report (DOC)

Riley County Noxious Weed/HHW Department

Michael Boller, Director

April 1, 2021

Staff Report

Noxious Weed/Mowing:

- Spring spraying will begin this week with bare ground applications on county roads. Bare ground includes sign spraying, roadside, guardrails and parking lots and utility areas maintained by the county. Weather has been a factor early spring will Riley County receiving several inches of rain and wind gusts exceeding 40 mph. Applicators are eager to get out on the roads and start the spring.
- Solid spraying for noxious and annual weeds will begin this week as weather permits. One-third of the county is solid sprayed every year. This year the south county will be treated.
- Spring seeding projects on county right-of-way begins May 5th. Public Works crews were busy over the fall with ditch clean outs and projects so there are several areas in the county that will require seeding. There are 40 project areas across the county.
- Noxious Weed Department currently has an opening for Roadside Operator.
- County roadside mowing will begin in May.

HHW:

- Next HHW collection at Howie's Recycling is Saturday, April 10, 2021 from 8:00am to 12:00 noon. No business waste will be accepted at this event or truck loads of waste.
- Clean Harbors (HHW contractor) conducted clean-out at our facility on March 16, 2021.
- The Riley County HHW Facility has recycled latex paint to give away. We have one gallon and five gallon containers available.
- City of Ogden is requesting a community clean-out. This event was canceled last year due to COVID. A specific date has not been set for this event but likely to occur in May or June.



COUNTY APPRAISER'S OFFICE
Staff Update

Greg McHenry
County Appraiser
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6310

STAFF REPORT

FROM: Greg McHenry, County Appraiser
MEETING: April 1, 2021
SUBJECT: Appraiser's Office Report
PRESENTER: Greg McHenry, County Appraiser

APPRAISER'S OFFICE REPORT
BOCC

April 1st, 2021

APPRAISER'S OFFICE OVERVIEW:

- We had 246 informal appeals scheduled following the mailing of the 2021 real estate CVNs. That compares to: 330 in 2020, 287 in 2019, 385 in 2018 and 381 scheduled in 2017. We'll be completing the appeals within the next 3 weeks prior to certification of 2021 real estate values to the Clerk's Office.
- The 2021 personal property Change of Valuation Notices (CVNs) will be mailed April 30th for the approximately 3,600 personal property accounts we currently have.
- The hypothetical leased fee (dark store) bill was introduced and will likely be forwarded to House Taxation. No word yet on if or when it will be given a hearing.
- We received our preliminary 2020 ratio study compliance results from Property Valuation Division (PVD). Based on PVD's preliminary results, our residential ratio study is again one of the best in the state and our procedural compliance score will be

excellent as well. Our residential median sales ratio was 95%. Our commercial median sales ratio was 88%.

- Our residential appraisers will wrap up their appeals work in the next 3 weeks and begin fieldwork for the 2022 valuation cycle. That allows us to get a head start on a very busy summer schedule of normal fieldwork in addition to the Orion conversion work we'll be doing this year. Weather permitting, we hope to have most or all of the annual reviews completed by early October.
- We're keeping a close eye on the local real estate market. The residential market continues to be very active so far even in the midst of the pandemic.
- As is typical for our area during the late-winter/early-spring, we've seen the number of home listings and pending home sales increase. We've had 233 real estate sales in 2021 through March 29th, with 201 of those being home sales. The median sale price for homes was \$204,900. The average sale price was \$226,797. In addition there have been 52 building permits in 2021 through March 29th.
- We have several Board of Tax Appeals (BOTA) cases currently docketed for trial. Pending cases include: Central National Bank (2019,2020), Emig (2019), Genesis (2020), Home Depot (2020), HyVee (2020), IHOP (2019), Leonardville Nursing Home (2019,2020), Icon (2020, 3 parcels), Little Apple Honda/Toyota (2020), Manhattan Marketplace (2020), Parkwood Hotel (2020), Target (2020), Walgreens (Anderson Ave, 2020), Walgreens (Bluemont Ave, (2020), Westloop (2020).

Enclosures:



PUBLIC WORKS
Presentation

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, PE, Director of Public Works

MEETING: April 1, 2021

SUBJECT: Proposed 2022 Sales Tax Program

PRESENTER: John Ellermann, PE, Director of Public Works

Early last year Public Works Staff and The Road and Bridge Advisory Board worked to develop a list of projects in anticipation of a 2022 Sales Tax Program.

They have selected projects in the following categories:

- Asphalt Overlays
- New Construction
- Bridges
- Culverts

There are multiple attachments enclosed:

- The Introductory page shows a summary of the current sales tax program, at the time, and the proposed sales tax program. The Advisory Board elected to follow similar percentages for each category as shown in the current sales tax program.

Culvert Projects

- Location Map
- Spreadsheet with proposed projects
- Pictures of Projects

Bridge Projects

- Location Map
- Spreadsheet with proposed projects
- Pictures of Projects

Construction Projects

- Location Map

- Spreadsheet with proposed and not selected projects
- Asphalt Projects
- Listing of potential projects

The asphalt projects were selected from Riley County's Overlay Program whereby the asphalt roads receive an overlay every 12 years. These projects may require adjusting to reflect the current conditions of the roads.

These are the recommendations developed by the Road and Bridge Advisory Board. We will go through these attachments and answer any questions you may have.

POSSIBLE MOTION(S)

No motion needed at this time.

Enclosures:

- 2022 Sales Tax Programs Reduced (PDF)

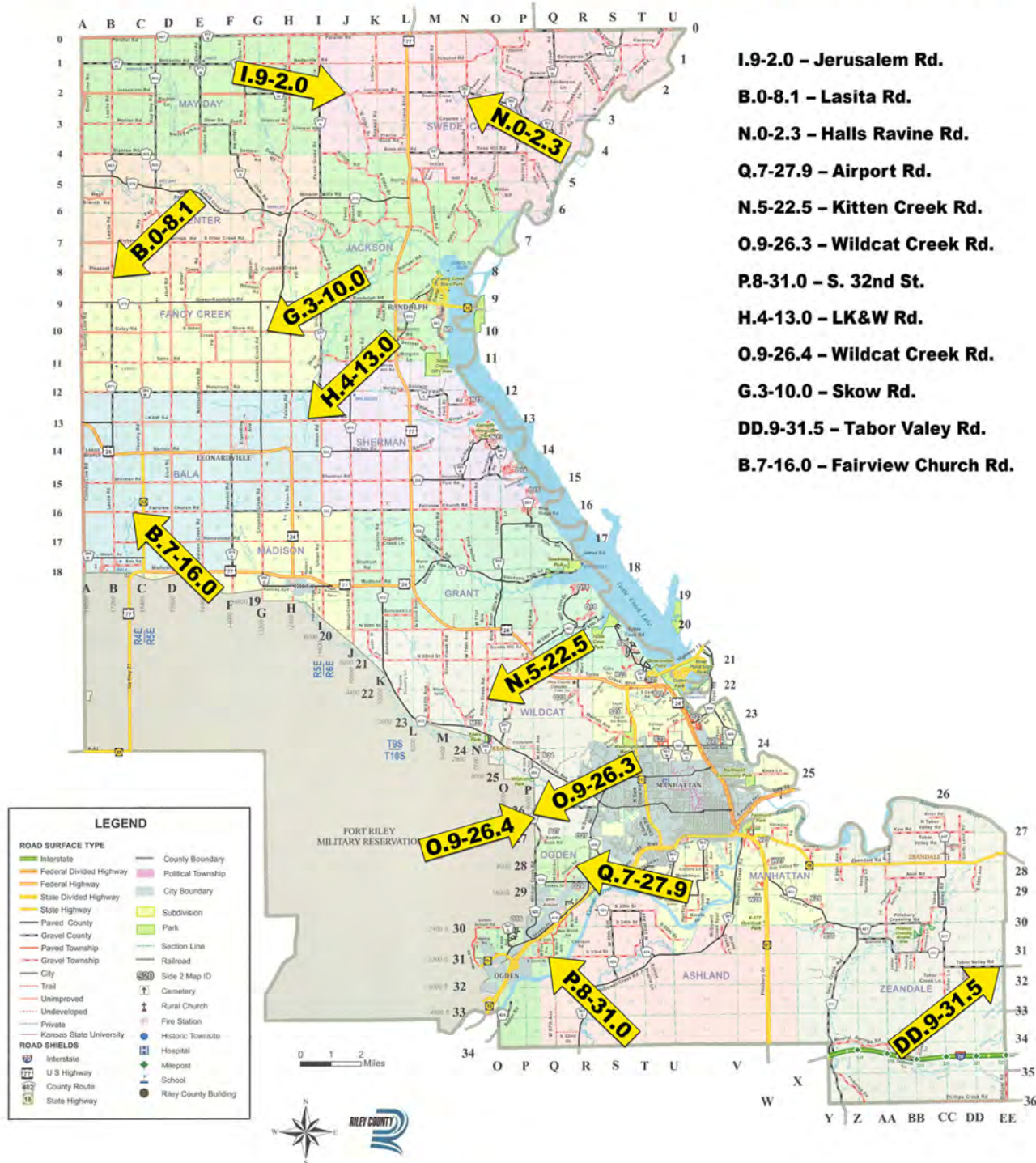
Summary of 2012 Sales Tax Program

			Number
Culverts	\$	1,591,000	7.43%
Bridges	\$	5,976,695	27.90%
Re-Construction	\$	9,166,470	42.78%
Overlays	\$	4,691,199	21.90%
Grand Total	\$	21,425,364	

Summary of Proposed 2022 Sales Tax Program

Revenue	Per Year	Years		
	1,800,000	10		\$18,000,000
		TOTAL		\$18,000,000
Expenses	Cost per Structure	Number		
Culverts	\$150,000	12	\$1,665,000	9.25%
Bridges	\$650,000	11	\$6,280,000	34.89%
Description	Per Year	Cost per Mile	Miles	Years
Construction Projects				\$7,555,000 41.97%
Asphalt Overlays	\$250,000	\$130,000	19.23	10
				<u>\$2,500,000</u> 13.89%
			TOTAL	\$18,000,000

Riley County Proposed Culvert Replacements



2020 Culvert Structures for Replacement

	Roadway	Coordinate	Structure Number	Structure Length	Structure Width	Flow Ln Top of Rd.	Type	Abutment Material	Deck Material	Replacement Cost
1	Jerusalem Rd.	I.9-2.0	CS0085	19'	17' 7"	13'	Arch	Stone	Concrete	\$ 120,000
2	Lasita Rd.	B.0-8.1	CS0128	12' 6"	26'	9' 1"	Box	Reinforced Concrete	Concrete	\$ 120,000
3	Halls Ravine Rd.	N.0-2.3	CS0053	10' 6"	17' 8"	13'	Box	Reinforced Concrete	Concrete	\$ 120,000
4	Airport Rd.	Q.7-27.9	CS0444	21' 0"	15' 0"	9' 9"	Box	Concrete / stone	Timber	\$ 135,000
5	Kitten Creek Rd.	N.5-22.5	CS0322	16'	20' 2"	9' 3"	Box	Stone	Timber	\$ 135,000
6	Wildcat Creek Rd.	O.9-26.3	CS0352	12' 3"	15' 7"	11' 5"	Box	Reinforced Concrete	Concrete	\$ 115,000
7	S. 32nd St.	P.8-31.0	CS0385	19' 0"	15' 4"	11' 9"	Box	Stone	Timber	\$ 135,000
8	LK&W Rd.	H.4-13.0	CS0206	16'	19'	19'	Arch	Stone	Stone	\$ 160,000
9	Wildcat Creek Rd.	O.9-26.4	CS0353	12' 9"	26' 0"	12' 0"	Box	Reinforced Concrete	Concrete	\$ 130,000
10	Skow Rd.	G.3-10.0	CS0157	20'	21'	9' 9"	Box	Wood Piling / Backing	Timber	\$ 125,000
11	Tabor Valley Rd.	DD.9-31.5	CS0423	19' 9"	17' 8"	14' 5"	Box	Reinforced Concrete	Concrete	\$ 150,000
12	Fairview Church Rd.	B.7-16.0	CS0239	12' 6"	20'	10' 2"	Arch	Stone	Concrete	\$ 120,000
									TOTAL	\$ 1,565,000

Jerusalem Rd. - I.9-2.0



	Roadway	Coordinate	Structure Number	Structure Length	Structure Width	Flow Ln Top of Rd.	Type	Abutment Material	Deck Material	Replacement Cost
1	Jerusalem Rd.	I.9-2.0	CS0085	19'	17' 7"	13'	Arch	Stone	Concrete	\$120,000

Comments:

Undercutting the abutments, width of driving surface across the structure, overflows during heavy rains, catches debris, few dislodged stones in the structure

Lasita Rd. - B.0-8.1



	Roadway	Coordinate	Structure Number	Structure Length	Structure Width	Flow Ln Top of Rd.	Type	Abutment Material	Deck Material	Replacement Cost
2	Lasita Rd.	B.0-8.1	CS0128	12' 6"	26'	9' 1"	Box	Reinforced Concrete	Concrete	\$120,000

Comments:

Cracking of walls and separating from the deck above, scour occurring along the abutments, south wall settling

Halls Ravine Rd. - N.0-2.3



	Roadway	Coordinate	Structure Number	Structure Length	Structure Width	Flow Ln Top of Rd.	Type	Abutment Material	Deck Material	Replacement Cost
3	Halls Ravine Rd.	N.0-2.3	CS0053	10' 6"	17' 8"	13'	Box	Reinforced Concrete	Concrete	\$120,000

Comments:

Small, water overflows during heavy rains, catches debris, scouring out below the abutments, bank erosion, past repair on abutments narrowed the waterway opening, handrail has been modified, narrow for farm equipment

Airport Rd. - Q.7-27.9



	Roadway	Coordinate	Structure Number	Structure Length	Structure Width	Flow Ln Top of Rd.	Type	Abutment Material	Deck Material	Replacement Cost
4	Airport Rd.	Q.7-27.9	CS0444	21' 0"	15' 0"	9' 9"	Box	Concrete / stone	Timber	\$135,000

Comments:

Narrow driving surface, loss of mortar in limestone abutments, deck has no handrails, three ditches enter structure – one close to roadway (needs dirt work), wood deck

Kitten Creek Rd. - N.5-22.5



	Roadway	Coordinate	Structure Number	Structure Length	Structure Width	Flow Ln Top of Rd.	Type	Abutment Material	Deck Material	Replacement Cost
5	Kitten Creek Rd.	N.5-22.5	CS0322	16'	20' 2"	9' 3"	Box	Stone	Timber	\$135,000

Comments:

Undersized, bridges to the north and south of this structure, catches debris, scouring around the abutments and undercut on the walls, wood deck

Wildcat Creek Rd. - O.9-26.3



	Roadway	Coordinate	Structure Number	Structure Length	Structure Width	Flow Ln Top of Rd.	Type	Abutment Material	Deck Material	Replacement Cost
6	Wildcat Creek Rd.	O.9-26.3	CS0352	12' 3"	15' 7"	11' 5"	Box	Reinforced Concrete	Concrete	\$115,000

Comments: Narrow deck, scouring in the channel and along the abutments, wing walls modified, wing wall separating from the structure, guardrail low

S. 32nd St. - P.8-31.0



	Roadway	Coordinate	Structure Number	Structure Length	Structure Width	Flow Ln Top of Rd.	Type	Abutment Material	Deck Material	Replacement Cost
7	S. 32nd St.	P.8-31.0	CS0385	19' 0"	15' 4"	11' 9"	Box	Stone	Timber	\$135,000

Comments: Replaced deck six years ago, structure and roadway out of alignment , channel runs parallel to the roadway, stone loose in the wing walls, narrow deck, debris catcher

LK & W Rd. - H.4-13.0



	Roadway	Coordinate	Structure Number	Structure Length	Structure Width	Flow Ln Top of Rd.	Type	Abutment Material	Deck Material	Replacement Cost
8	LK&W Rd.	H.4-13.0	CS0206	16'	19'	19'	Arch	Stone	Stone	\$160,000

Comments:

Loss of mortar in stone, narrow structure, scours at the base of the walls at flow line

Wildcat Creek Rd. - O.9-26.4



	Roadway	Coordinate	Structure Number	Structure Length	Structure Width	Flow Ln Top of Rd.	Type	Abutment Material	Deck Material	Replacement Cost
9	Wildcat Creek Rd.	O.9-26.4	CS0353	12' 9"	26' 0"	12' 0"	Box	Reinforced Concrete	Concrete	\$130,000

Comments: Scouring of channel, scour below abutments, wing walls in bad shape, widened for improvement

Skow Rd. - G.3-10.0



	Roadway	Coordinate	Structure Number	Structure Length	Structure Width	Flow Ln Top of Rd.	Type	Abutment Material	Deck Material	Replacement Cost
10	Skow Rd.	G.3-10.0	CS0157	20'	21'	9' 9"	Box	Wood Piling / Backing	Timber	\$125,000

Comments: Wood structure, narrow, replaced wood deck and some stringers, handrails low, too much dirt on deck (dead load)

Tabor Valley Rd. DD.9-31.5



	Roadway	Coordinate	Structure Number	Structure Length	Structure Width	Flow Ln Top of Rd.	Type	Abutment Material	Deck Material	Replacement Cost
11	Tabor Valley Rd.	DD.9-31.5	CS0423	19' 9"	17' 8"	14' 5"	Box	Reinforced Concrete	Concrete	\$150,000

Comments:

Narrow deck, scouring at abutments, abutments extended deeper in the past

Fairview Church Rd. - B.7-16.0

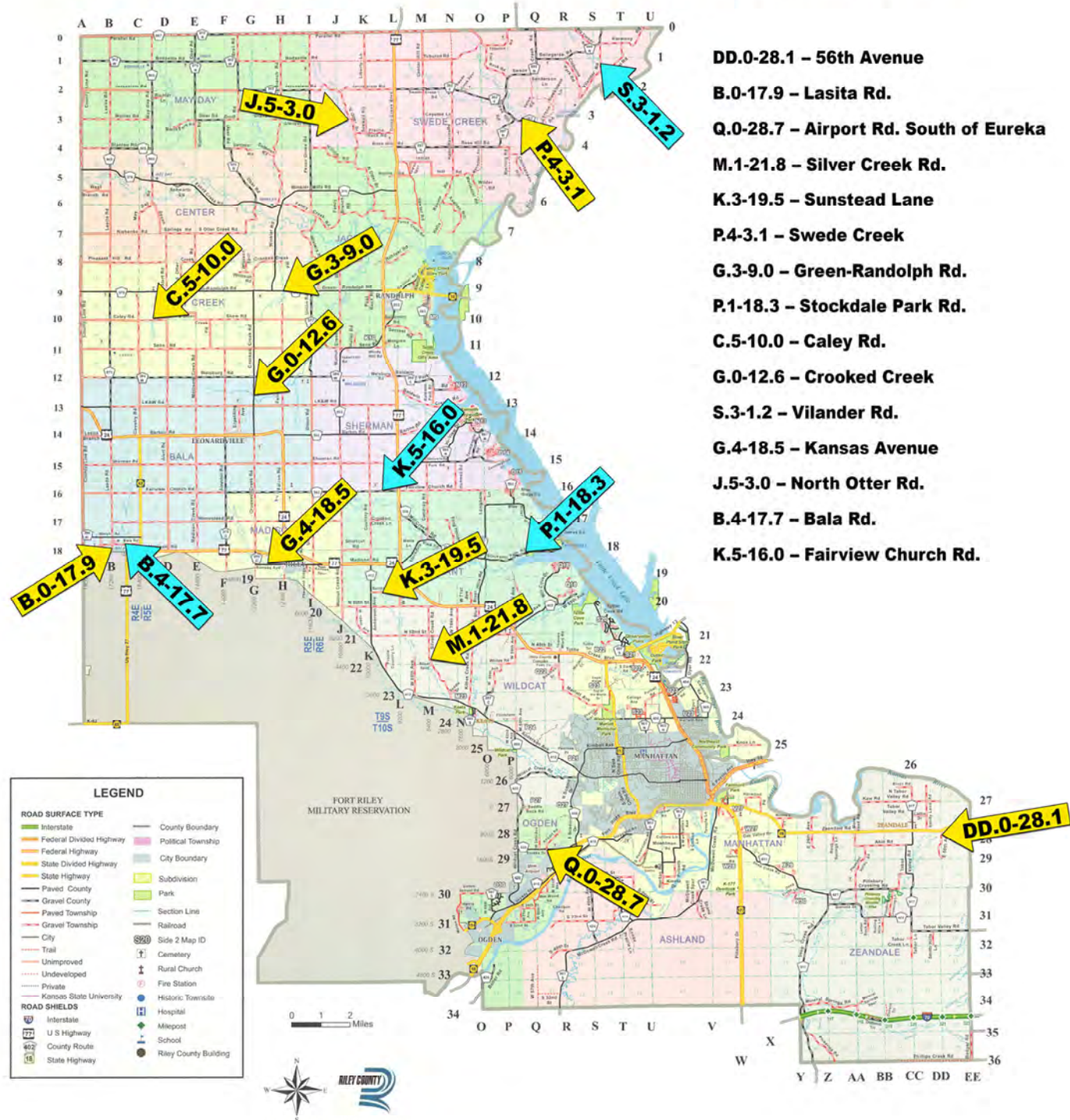


	Roadway	Coordinate	Structure Number	Structure Length	Structure Width	Flow Ln Top of Rd.	Type	Abutment Material	Deck Material	Replacement Cost
12	Fairview Church Rd.	B.7-16.0	CS0239	12' 6"	20'	10' 2"	Arch	Stone	Concrete	\$120,000

Comments:

Poured structure floor four years ago due to scour, scours bad on the outlet end, filled with large rip rap, narrow, loss of mortar in stone

Riley County Proposed Bridge Replacements



Proposed Projects

12.a

	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Estimated Replacement		Condition	Road	Posted	Comments & Recommendations
								Cost	Type				
1	DD.0-28.1	Steel Truss	1920	15'	81'	25	5	\$ 750,000.00	120' RCHS	Poor	56th Avenue	P	Scour Potential along base and NE bearing support. Lower chord collision damage. N. abutment grout is deterioratin. Top chord plate rippling at rivets. Mointor truss bearing supports for movement. Replacement candidate. Monitor pitting at pins. Monitor heavy pack rust floor beam.
2	B.0-17.9	Steel Beam	1930	13.6'	29'	25.6	10	\$ 180,000.00	45' Steel	Fair / Poor	Laista / into Fort	P	Replacement candidate due to poor roadway and channel alignment. SW and NW corners abutments needs shielded. Monitor/repair channel bank erosion each quadrant. 12 month inspection required.
3	Q.0-28.7	RCTG	1920	16'	28	28.4	15	\$ 180,000.00	45' Steel	Good	Airport Road at N. Airport South of Eureka	P	Additional 14" fill added in 96 with no effect. Old diagonal shear crack at SV corner girder stable since photo in 93
4	M.1-21.8	Skewed Steel Beam	1920	15.3'	25'	30.7	10	\$ 160,000.00	40' Steel Girder	Satisfactory / Fair	Silver Creek	P	Poor alignment needs speed reduction. Beams spot rust. Replacement candidate due to poor stream and road alignment. New load rating in file by others. Monitor mortar loss lower 24" South abutment (poor channel alignment) Consider installing concrete fender to prevent further deterioration.
5	K.3-19.5	Steel Beam	1920	15.2	28'	34.9	10+	\$ 190,000.00	50' Steel	Poor / Good	Sunstead Lane	P	Surface spalls & missing curb. Streambed degrading 18" at Abutment (W). Monitor underdeck SIP rust/deterioration. Object markers down. New load rating. Possible Minimum Maintenance Road
6	P.4-3.1	Truss	1940	20.4'	62'	40.7	>15	\$ 650,000.00	110' RCHS	Satisfactory / Fair	Swede Creek/ Carlson Road	P	Extend West web wall (undercut). Monitor cracking below bearing plates. Clean and paint beams. Minor erosion at corners- monitor.
7	G.3-9.0	RC Slab	1925	26'	23'	43.6	10	\$300,000.00	50' Steel Assume Shoo-fly	Fair / Poor	Green Randolph	A	20" overburden. Slight sag. Sides and bottom outhter 30" deteriorat4ed; exposed rebar addition loss north side; west abut. Moderate. Dumped rock added at NE and S wings. Steep slopes. Continue monitor under deck deterioration. (Sufficiency rating 43.6) Replacement candidate.
8	P.1-18.3	RCTG	1920	18.3'	33'	46.8	10	\$ 180,000.00	45' Steel	Fair	Stockdale Park Road/ Gravel	A	Abutment bottom stones deteriorating, E. wings worse need repairs. Slab under deck with exposed rebar. High water need to re-schedule inspection during low water event.
9	C.5-10.0	RCTG	1915	16.1'	27'	51.3	10	\$ 190,000.00	50' Steel	Satisfactory / Fair	Caley Road	A	Concrete footing (bumper) added helps shield abutments. Minor erosion repaired, rock added SW and SE.
10	G.0-12.6	Steel Beam	1930	26'	26'	54.2	10	\$ 190,000.00	50' Steel	Satisfactory / Fair	Crooked Creek		Guardrail rusty, non-std. replace. Beams painted (spot rust). Rock added at low shoulder. Monitor edge spall West side. New load rating by others. 10 year life
11	S.3-1.2	Skewed Steel Beam	1945	20'	61'	54.4	20	\$ 450,000.00	75' Steel Girder	Good / Satisfactory	Vilander Road	P	Scour potential along A1 (S) stone. Poor stream alignment impacts SW & SE corners (erosion). Rock added at South wingwalls.
12	G.4-18.5	RC Slab	1920	25.1'	26'	55.3	10	\$ 170,000.00	35' Steel	Fair	Kansas/ west of Riley	P	Abutment stone weathered/cracking. Old patches popping loose underdeck. Section loss with exposed rebar.
13	J.5-3.0	RCDG	1920	17.6'	33'	56.8	>10	\$ 500,000.00	75' RCHS	Fair	North Otter	A	Concrete footing (bumper) added '97 holding. Monitor erosion at SE wing
14	B.4-17.7	Steel Beam	1930	21.6'	57'	57.2	>10	\$ 550,000.00	90' RCHS	Satisfactory / Fair	Bala Road	P	Spill through abutments. Old scour repair holding (cement sacks) under abutment #1 (W). Asphalt filled galv. Bridge plank decking. Coded decking "Temporary" to maintain replacement eligibility. 12month inspection required. Bridge seat repair (welded steel plate configuration bolted to abut. backwall to reinforce SE girder support.
15	K.5-16.0	Steel Beam	1940	22.4'	48'	58.3	20	\$ 650,000.00	100' RCHS	Good / Satisfactory	Fairview Church Road/ West High School	P	Erosion at SE corner (vertical) reaired with dumped rock. Beams painted (spot rust ext. flanges). Monitor east wings possible channel erosion - future.
TOTAL								\$ 5,995,000.00					

Attachment: 2022 Sales Tax Programs Reduced (10667 : Proposed 2022 Sales Tax Program)

Not Selected

	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Estimated Replacement		Condition	Road	Posted	Comments & Recommendations
								Cost	Type				
8	P.1-18.3	RCTG	1920	18.3'	33'	46.8	10	\$ 180,000.00	45' Steel	Fair	Stockdale Park Road/ Gravel	A	Abutment bottom stones deteriorating, E. wings worse need repairs. Slab under deck with exposed rebar. High water need to re-schedule inspection during low water event.
11	S.3-1.2	Skewed Steel Beam	1945	20'	61'	54.4	20	\$ 450,000.00	75' Steel Girder	Good / Satisfactory	Vilander Road	P	Scour potential along A1 (S) stone. Poor stream alignment impacts SW & SE corners (erosion). Rock added at South wingwalls.
14	B.4-17.7	Steel Beam	1930	21.6'	57'	57.2	>10	\$ 550,000.00	90' RCHS	Satisfactory / Fair	Bala Road	P	Spill through abutments. Old scour repair holding (cement sacks) under abutment #1 (W). Asphalt filled galv. Bridge plank decking. Coded decking "Temporary" to maintain replacement eligibility. 12month inspection required. Bridge seat repair (welded steel plate configuration bolted to abut. backwall to reinforce SE girder support.
15	K.5-16.0	Steel Beam	1940	22.4'	48'	58.3	20	\$ 650,000.00	100' RCHS	Good / Satisfactory	Fairview Church Road/ West High School	P	Erosion at SE corner (vertical) repaired with dumped rock. Beams painted (spot rust ext. flanges). Monitor east wing; possible channel erosion - future.
TOTAL								\$ 1,830,000.00					

56th Avenue – DD.0-28.1



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost	Est. Replacement Type	Condition	Posted	Comments & Recommendations
1	DD.0-28.1	Steel Truss	1920	15'	81'	25	5	\$750,000.	120' RCHS	Poor	P	Scour Potential along base and NE bearing support. Lower chord collision damage. N. abutment grout is deterioratin. Top chord plate rippling at rivets. Mointor truss bearing supports for movement. Replacement candidate. Monitor pitting at pins. Monitor heavy pack rust floor beam.

Lasita Road – B.0-17.9



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost	Replacement Type	Condition	Posted	Comments & Recommendations
2	B.0-17.9	Steel Beam	1930	13.6'	29'	25.6	10	\$180,000.	45' Steel	Fair/Poor	P	Replacement candidate due to poor roadway and channel alignment. SW and NW corners abutments needs shielded. Monitor/repair channel bank erosion each quadrant. 12 month inspection required.

Airport Rd / S. Eureka – Q.0-28.7



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost	Type	Condition	Posted	Comments & Recommendations
3	Q.0-28.7	RCTG	1920	16'	28	28.4	15	\$180,000.	45' Steel	Good	P	Additional 14" fill added in 96 with no effect. Old diagonal shear crack at SW corner girder stable since photo in 93

Silver Creek – M.1-21.8



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost	Type	Condition	Posted	Comments & Recommendations
4	M.1-21.8	Skewed Steel Beam	1920	15.3'	25'	30.7	10	\$150,000.	40' Steel Girder	Satisfactory /Fair	P	Poor alignment needs speed reduction. Beams spot rust. Replacement candidate due to poor stream and road alignment. New load rating in file by others. Monitor mortar loss lower 24" South abutment (poor channel alignment) Consider installing concrete fender to prevent further deterioration.

Sunstead Lane – K.3-19.5



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost	Type	Condition	Posted	Comments & Recommendations
5	K.3-19.5	Steel Beam	1920	15.2'	28'	34.9	10+	\$190,000.	50' Steel	Poor/ Good	P	Surface spalls & missing curb. Streambed degrading 18" at Abutment I(W). Monitor underdeck SIP rust/deterioration. Object markers down. New load rating. Possible Minimum Maintenance Road

Swede Creek / Carlson Rd. – P.4-3.1



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost	Type	Condition	Posted	Comments & Recommendations
6	P.4-3.1	Truss	1940	20.4'	62'	40.7	>15	\$650,000.	110' RCHS	Satisfactory / Fair	P	Extend West web wall (undercut). Monitor cracking below bearing plates. Clean and paint beams. Minor erosion at corners- monitor.

Green-Randolph Road – G.3-9.0



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost Type		Condition	Posted	Comments & Recommendations
7	G.3-9.0	RC Slab	1925	26'	23'	43.6	10	\$300,000. Assume Shoo-fly	50' Steel	Fair/ Poor	A	20" overburden. Slight sag. Sides and bottom 30" deteriorated; exposed rebar addition loss north side; west abut. Moderate. Dumped rock added at NE and S wings. Steep slopes. Continue monitor under deck deterioration. (Sufficiency rating 43.6) Replacement candidate.

Stockdale Park Road – P.1-18.3



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost	Type	Condition	Posted	Comments & Recommendations
8	P.1-18.3	RCTG	1920	18.3'	33'	46.8	10	\$180,000	45' Steel	Fair	A	Abutment bottom stones deteriorating, E. wings worse need repairs. Slab under deck with exposed rebar. High water need to re-schedule inspection during low water event.

Caley Road – C.5-10.0



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost	Type	Condition	Posted	Comments & Recommendations
9	C.5-10.0	RCTG	1915	16.1'	27'	51.3	10	\$190,000.	50' Steel	Satisfactory / Fair	A	Concrete footing (bumper) added helps shield abutments. Minor erosion repaired, rock added SW and SE.

Crooked Creek – G.0-12.6



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost	Type	Condition	Posted	Comments & Recommendations
10	G.0-12.6	Steel Beam	1930	26'	26'	54.2	10	\$190,000.	50' Steel	Satisfactory / Fair		Guardrail rusty, non-std. replace. Beams painted (spot rust). Rock added at low shoulder. Monitor edge spall West side. New load rating by others. 10 year life

Vilander Road – S.3-1.2



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost	Type	Condition	Posted	Comments & Recommendations
11	S.3-1.2	Skewed Steel Beam	1945	20'	61'	54.4	20	\$450,000.	75' Steel Girder	Good/ Satisfactory	P	Scour potential along A1 (S) stone. Poor stream alignment impacts SW & SE corners (erosion). Rock added at South wingwalls.

Kansas Avenue – G.4-18.5



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost	Type	Condition	Posted	Comments & Recommendations
12	G.4-18.5	RC Slab	1920	25.1'	26'	55.3	10	\$170,000.	35' Steel	Fair	P	Abutment stone weathered/cracking. Old patches popping loose underdeck. Section loss with exposed rebar.

North Otter Rd. – J.5-3.0



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost	Type	Condition	Posted	Comments & Recommendations
13	J.5-3.0	RCDG	1920	17.6	33'	56.8	>10	\$500,000.	75' RCHS	Fair	A	Concrete footing (bumper) added '97 holding. Monitor erosion at SE wing

Bala Road – B.4-17.7



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost Type		Condition	Posted	Comments & Recommendations
14	B.4-17.7	Steel Beam	1930	21.6'	57'	57.2	>10	\$550,000.	90' RCHS	Satisfactory / Fair	P	Spill through abutments. Old scour repair holding (cement sacks) under abutment #1 (W). Asphalt filled galv. Bridge plank decking. Coded decking "Temporary" to maintain replacement eligibility. 12month inspection required. Bridge seat repair (welded steel plate configuration bolted to abut. backwall to reinforce SE girder support.

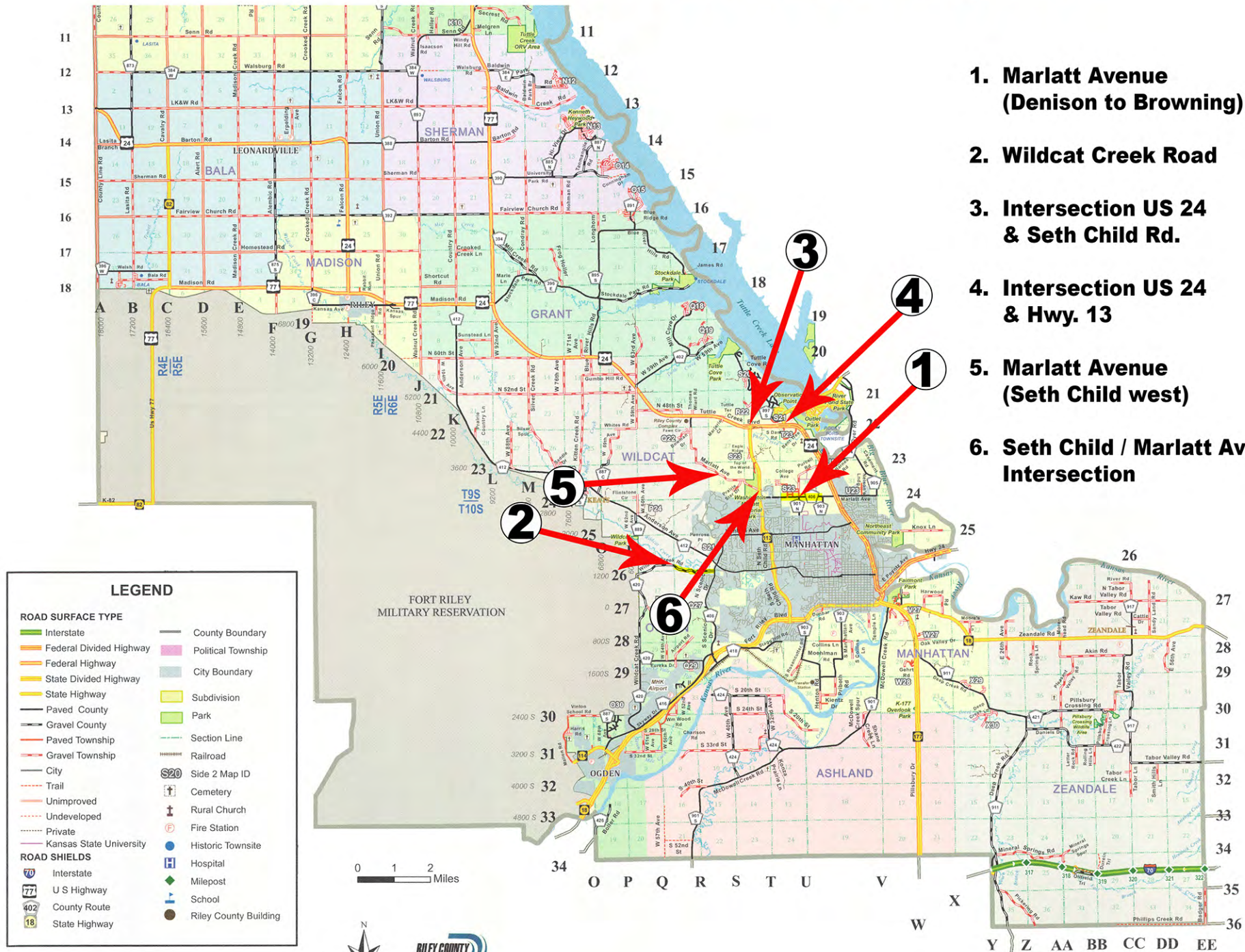
Fairview Chruch Rd. – K.5-16.0



	Bridge No.	Structure Description	Est. Const. Date	Min. Rdwy Width	Bridge Length	SR %	Est. Remaining Life	Est. Replacement Cost	Type	Condition	Posted	Comments & Recommendations
15	K.5-16.0	Steel Beam	1940	22.4'	48'	58.3	20	\$650,000.	100' RCHS	Good / Satisfactory	P	Erosion at SE corner (vertical) repaired with dumped rock. Beams painted (spot rust ext. flanges). Monitor east wings possible channel erosion - future.

Riley County Construction Projects

12.a



Attachment: 2022 Sales Tax Programs Reduced (10667 : Proposed 2022 Sales Tax Program)

PROPOSED CONSTRUCTION PROJECTS 2022

Project		Length Miles	Total Costs
Marlatt Avenue (Dension to Browning)	(4 lane similar to east of Dension)	1.20	\$2,835,000
Wildcat Creek Road	(2 lane with shoulders min. geometrics)	2.10	\$2,950,000
Intersection US 24 & Seth Childs	(Roundabout) 20% Cost Share with KDOT		\$2,000,000 \$400,000
Intersection US 24 & Hwy. 13	(Roundabout) 20% Cost Share with KDOT		\$1,750,000 \$350,000
Marlatt Ave. (Seth Childs west)	(2 lane rural section - asphalt) 50% share with City	1.20	\$2,040,000 \$1,020,000
Seth Childs/Marlatt Ave. Intersection	(Roundabout) 20% Cost Share with KDOT		\$8,600,000 \$1,600,000
			\$7,555,000

PROJECTS NOT SELECTED

West end of Deep Creek Road	(2 lane rural section;re-grade, shoulders)	\$2.10	\$2,975,000
Seacreast	(2 lane rural section - asphalt)	1.75	\$1,665,000

Miles of Paved Roads	130		
Roads are Overlaid every ? Years	12		
Miles to overlay annually	11		
		Annual Cost:	
Cost of 2 inch overlay/mill per mile	\$130,000	\$1,430,000	
2021 Budget for Asphalt Overlay =	\$950,000		Sales Tax Funds Allocated Annually
Yearly funds needed from Sales Tax: (cost-budget)		\$480,000	\$250,000
Year	Road	Length (miles)	Estimated Cost
2022	McDowell Creek Road	7.6	\$ 988,000
2023	Blue River Hills	6.9	\$ 897,000
2024	Stockdale Park Road	4	\$ 520,000
2025	South Manhattan	1.4	\$ 182,000
	Moehlman Road	2.1	\$ 273,000
2026	Anderson Ave	11.6	\$ 1,508,000
2027	Marlatt	1.1	\$ 143,000
	West 59th Avenue	1.9	\$ 247,000
2028	Gardner Road	1.7	\$ 221,000
	Senn Road	1.5	\$ 195,000
2029	Green Randolph	10.7	\$ 1,391,000
2030	Barton Road	4.1	\$ 533,000
2031	Kansas Avenue/Crooked Creek	2.5	\$ 325,000
	TOTAL		\$ 7,423,000