



**Board of Riley County
Commissioners
Regular Meeting
Agenda
August 05, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Konza United Way 2024 Riley County Campaign Proclamation
4. Sign Riley County Employee Action Form(s)
5. Discuss Good Morning Manhattan

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Aug 1, 2024 6:30 PM

Review Tentative Agenda

7. Tentative Agenda

Press Conference Topics

8. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

9. Administrative Work Session
10. Pending County Projects County Counselor

9:20 AM

Megan Lewis, Interim Community Corrections Director

11. 2025 City Alcohol Grant Application - Adult Services
12. 2025 City Alcohol Grant Application

9:30 AM

Press Conference

13. RCPD Update - Greg Steere (3 minutes)
14. Downtown Manhattan update - Gina Snyder (3 minutes)
15. Presentation of United Way Proclamation - John Ford, Tara Claussen,

and Amy Manges (2-3 minutes)

16. Public Notice - John Ellermann (1-2 minutes)
17. LEPP Grant Funding Availability - Amanda Webb (1 minute)
18. Revenue Neutral Rate mailing - Rich Vargo (1-2 minutes)
19. Primary Election August 6th - Rich Vargo (1-2 minutes)

9:40 AM Julie Gibbs, Health Department Director

20. RCHD request for approval to apply for a MHA Grant

9:45 AM Amanda Webb, Planning/Special Projects Director

21. Planning & Development - Staff Update

10:00 AM Russel Stukey, Emergency Management Director

22. EM / Fire Staff Update for the month of March

10:15 AM Brittany Phillips, Budget and Finance Officer

23. 2025 Rural Fire Budget Discussions

10:30 AM Amanda Webb, Planning/Special Projects Director

24. BG Consultants design contract - Keats community lagoon

10:45 AM Tara Claussen, Konza United Way

25. United Way Campaign

10:55 AM Budget and Planning Committee - Brittany Phillips, Budget and Finance Officer

26. Monthly Cash Flow Report for July 2024

Adjournment

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



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Konza United Way

MEETING: August 5, 2024

SUBJECT: Konza United Way 2024 Riley County Campaign Proclamation

PRESENTER: Konza United Way

POSSIBLE MOTION(S)

Move to approve the proclamation for Konza United Way 2024 Riley County Campaign.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 2024 Proclamation Konza United Way Campaign (DOCX)

KONZA UNITED WAY CAMPAIGN PROCLAMATION – AUGUST 2024

WHEREAS, Konza United Way raises funds to support human service agencies and charitable organizations in Riley County; and

WHEREAS, Konza United Way’s goal is to create long-lasting changes in the community by addressing the underlying causes of problems; and

WHEREAS, for the past 80 years Konza United Way has provided financial support to organizations in Riley County to improve the quality of life for residents, with the goal of working together to create a brighter future; and

WHEREAS, Konza United Way invests in local programs that provided financial stability, education, or health support including Be Able, Riley County K-State Research and Extension, Kansas Legal Services, and Flint Hills Area Transportation

NOW, THEREFORE, BE IT RESOLVED THAT WE, Board of County Commissioners, do hereby proclaim the month of August 2024 as “United Way Month” and encourage all residents and employees to support financially, through United Way, the many local community organizations that provide invaluable services for the seniors, individuals, families, and youth of Riley County.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY KANSAS

John Ford, Chair

Greg McKinley, Vice-Chair

Kathryn Focke, Member

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: 2024 Proclamation Konza United Way Campaign (14950 : Proclamation)



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: August 5, 2024

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2024-08 PW KMcCullough EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Kyler McCullough**Status Change Date:** 08/15/2024**Status Change:** Separation**Date of Hire:** 06/24/2024**Seniority:** 0 Year(s), 1 Month(s)**Position:** Traffic Control Technician**Position Type:** RFT**Pay Range:** Range 5**Pay Type:** Hourly**Base Rate:** \$19.98**Annualized Pay:** \$41,558.40**Funds Codes:** 1-General/40-Public Works**Supervisor:** Jason Anderson**Department Head:** John Ellerman

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-08 PW KMcCullough EAF (14955 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
August 08, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Plaza Reservation Request for Downtown Manhattan
2. Discuss Joint City/County/County Meeting
3. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

9:20 AM

Michele Reid, Human Resources Manager

5. State Health Insurance Contract

9:30 AM

Shilo Heger, Treasurer

6. Monthly Revenue Reports

9:45 AM

Jason Smith, Manhattan Area Chamber of Commerce

7. Economic development update

10:00 AM

Julie Gibbs, Health Department Director

8. Staff update
9. KFSN Membership Agreement

10:40 AM

Anna Burson, Appraiser

Attachment: 08-08-24 tentative agenda (14224 : Tentative Agenda)

10. Staff 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.



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
August 12, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

1. Year to date budget and expenditure reports

9:15 AM

Michael Boller, Noxious Weed Director

2. Bid opening for a tractor

9:20 AM

Michael Boller, Noxious Weed Director

3. Bid opening for a mower

9:30 AM

Press Conference

4. BG Consultants' initial fieldwork for the Keats Community lagoon (2-3 minutes)

10:10 AM

John Ellermann, Public Works Director/County Engineer

5. Project update

10:40 AM

Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session

11:00 AM

Katharine Hensler, Museum Director

Attachment: 08-12-24 tentative agenda (14224 : Tentative Agenda)

7. Staff update

Adjournment

Announcements

Riley County Planning Board/Board of Zoning Appeals meeting will be held tonight at 7:30 p.m. in the Commission Chambers, Courthouse Plaza East Building, 115 N. 4th Street.

A commissioner will be on In Focus live at 9:05 a.m. Tuesday, August 13, 2024 (GM).

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: 08-12-24 tentative agenda (14224 : Tentative Agenda)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Staff Update

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

STAFF REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: August 5, 2024

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman, Riley County Counselor

Enclosures:

- FINAL_Commission List 08.05.2024 (DOCX)

PENDING COUNTY PROJECTS ▪ February 2024 through July 31, 2024, Submitted by Clancy Holeman, Riley County Counselor

NOTE: The below lists are not intended to be a comprehensive list of all “pending” Commission or other County Department/Division projects underway. Instead, the below lists represent an ongoing “snapshot” of the current status of selected pending projects which have either consumed significant staff time or involve county issues of widespread significance. Additional entries show selected project work for individual county departments. The sequence of entries below is not intended to reflect the priority assigned to any work described. All entries more than 6 months old have been removed (with the exception of some entries when historical information may be useful). ***Bold type entries are the most recent.***

COMMISSION LIST

I. Projects By Category:

American Rescue Plan: Discussion with staff about possibly engaging consultant to assist County with federal/state requirements in future use of County’s \$14M allocation of ARPA funds. Similar concept to staff’s use of consultant with prior CARES funding. Unlike CARES funding, a primary focus of ARPA funding is infrastructure. (8-31-21)

Board of Riley County Commissioners: Prepare letter of support for City of Ogden grant application. (9-13-23) Attend and participate in BOCC meetings. (9-7-23; 9-11-23) Assist in finalization of annual County financial audit. (9-14-23) Attend and participate in BOCC meeting. (10-12-23.) Work on pending litigation “I”. (10-13-23) Attend and participate in BOCC meeting (10-16-23.) Attend and participate in BOCC meetings. (10-19-23;10-23-23) Work on communication project. (10-24-23; 10-25-23.) Review contractual provisions for subsequent use. (10-25-23.) Attend and participate in BOCC meeting. (10-26-23.) Attend and participate in County/City/USD 383 meeting. (10-26-23.) Attend and participate in BOCC public meeting in City of Ogden. (10-30-23.) Attend and participate in BOCC meeting. (11-2-23.) Prepare for late arrival to BOCC meeting on November 6, 2023. (11-5-23.) Work on Fire District project. (11-7-23) Attend and participate in BOCC meetings. (11-9-23; 11-13-23) Attend and participate in BOCC meeting. (12-28-23) (Work on fence view issue. (1-2-24) Review agenda and prepare for 1-4-24 BOCC meeting. (1-3-24) Attend and participate in BOCC meeting. (1-4-24) Prepare for 1-8-24 BOCC meeting. (1-5-24) Work on fence view issue. (1-5-24) Attend and participate in BOCC public meetings. (1-8-24; 1-11-24) Review project contract. (1-11-24) Work on fence view. (1-14-24; 1-15-24; 1-16-24; 1-17-24) Work on Fence view. (1-18-24; 1-19-24; 1-20-24;1-21-24;1-22-24) Work on letter of support for WTC. (1-19-24; 1-20-24) Attend and participate in BOCC meeting. (1-18-24; 1-22-24) Obtain BOCC approval of letter of support for WTC. Attend and participate in BOCC meetings. (1-25-24; 1-29-24) Draft and place on BOCC agenda support letter for City of Ogden’s grant application. (1-25-24) Work on fence view. (1-25-24; 1-26-24;1-28-24; 1-29-24; 1-30-24; 1-31-24) Attend and participate in BOCC meetings. (2-1-24;2-5-24) Obtain BOCC signature on fence view order; file with ROD; email copies of signed order to both parties (or their counsel). (2-1-24) Regular mail and email to both parties of file-stamped originals of fence view order. (2-2-24) Attend and participate in BOCC meetings. (2-12-24; 2-15-24;2-19-24) Meet with counsel for party in pending matter. (2-16-24) Attend and participate in public BOCC meetings. (2-22-24; 2-26-24) Attend and participate in BOCC meeting. (2-29-24) Attend and participate in BOCC meeting (3-7-24) Attend and participate in BOCC meetings. (3-11-24;3-14-24; 3-18-24) Attend and participate in BOCC public meetings. (3-21-24;3-25-24) Work to schedule executive session. (3-21-24) Attend and participate in BOCC Meetings. (4-4-24; 4-8-24) Attend and participate in BOCC meetings. (4-11-24; 4-15-24) Enter appearance as counsel of record in multiple pending mortgage foreclosure and probate cases to process claims for unpaid real and/or personal property taxes. (4-9-24; 4-10-24; 4-11-24; 4-12-24) Review mtg. foreclosure file and answer filed. 4-16-24) Attend and participate in BOCC public meetings. (4-22-24; 4-25-24,4-29-24) Attend and participate in BOCC public

meetings. (5-2-24; 5-6-24) Attend budget presentations to BOCC of various outside agencies. (5-6-24) Work on file documentation presented today by Jason Hilgers of City's draft plan on City's proposed CICO Park Improvements. (5-2-24) Review information for BOCC agenda item scheduled for 5-6-24. (5-3-24) Work on appropriation request analysis. (5-3-24) Attend and participate in BOCC public meetings. (5-9-24; 5-13-24. Work on analysis of appropriation issues. (5-9-24;5-12-24) Work on appropriation issue question. (5-14-24) Attend and participate in BOCC public meetings: (5-30-24; 6-3-24) Attend and participate in BOCC public meetings. (6-6-24; 6-10-24) Watch BOCC public meeting online during remote work. (6-13-24) Attend and participate in BOCC public meeting. (6-17-24) Attend and participate in BOCC public meetings. (6-20-24;6-24-24) Attend City/County/County meeting. (6-20-24) Communication on pending contractual issue. (6-21-24) Schedule executive session for Monday, July 1, 2024. (6-26-24) Attend and participate in BOCC meetings (6-27-24; 7-1-24) Attend and participate in BOCC meetings. (July 8, 2024; July 11, 2024) Attend and participate in staff working group on planned retreat. (7-9-24) Prepare for upcoming executive session. (7-8-24;7-9-24;7-10-24) Work on potential authorization for beer sales at Kaw Valley Rodeo during Riley County Fair. (7-8-24) Attend and participate in BOCC public meetings. (7-15-24;7-18-24) Confirm vendor has complied with terms of beer sales at Kaw valley Rodeo. during Riley County Fair. (7-12-24) Place indemnification agreement on BOCC agenda for review and approval by BOCC at 7-18-24 public meeting. (7-16-24) Attend and participate in BOCC public meetings. (7-22-24; 7-25-24) Discuss new potential fence view with citizen. (7-24-24) ***Attend and participate in BOCC public meetings, including executive session. (7-29-24; 8-1-24) Participate in interview by Retreat consultant. (7-30-24)***

“Constitutional Protection of County Home Rule”:

County Jail Inmate Medical Care: Schedule staff discussion of contract development. (5-21-23) Meeting with Mark French on contract. Communication with staff working group to schedule teams meeting May 7, 2024. (5-1-24) Review material in preparation for Teams meeting. Participate in Teams meeting. Carry out assigned task. (5-7-24) Communication from team members regarding assigned task. (5-8-24)

Countywide Emergency Radio Communications System Upgrade: The upgrade is complete. But now the “program” phase has been completed, additional work from this department will be provided, as necessary, during the “maintenance” and “warranty” periods now underway. Discussion with contract administrator for vendor (L3Harris) scheduled for August 27, 2021. Discussion held with vendor contract administrator. Discussion with EM Director (8-30-21). Working toward final documents of “program” phase. Conversation with EM Director. (9-24-21) Conversation with L3Harris contract administrator, moving this matter toward likely resolution by the BOCC on 9-30-21. (9-24-21) Review appropriately continues among EM, KSU and Emergency Dispatch personnel regarding close out of this phase of the project. (9-24-21) Draw Commission Agenda Report and place on 9-30-21 agenda for BOCC review and approval of contract documents. (9-28-21) Discuss final contract documents for agenda separately with EM Director and L3Harris Contract Administrator. (9-29-21) Obtain BOCC approval of Amendment 1 to Master Service Agreement. (9-30-21)

Delinquent Real Property Tax Sale: Legal research. Prepare documents for the next stage in the process. (4-12-24) Work to review final contract signed. (May 1, 2024) Contact IT with information on underlying purchase. (5-3-24) Attend and assist in Delinquent Real Property Tax Sale. (6-28-24)

“Dark Store”:

District Court:

Federal Rules on Vaccination Mandate:

First Christian Church: Now this property is “listed” as a “historic site,” there are state law restrictions applicable whenever a “project” is undertaken involving potential repair, damage or destruction of the site or its structure (9-11-23;9-12-23;9-13-23) Work on Appeal. (9-14-23;9-15-23;9-16-23;9-17-23;9-18-23;9-19-

23; 9-20-23; 10-4-23; 10-5-23-10-6-23; 10-7-23; 10-8-23; 10-10-23; 10-11-23.) Work on appeal. (10-12-23; 10-17-23; 10-18-23.) Conversation with opposing counsel and agree to extend her time to file brief. (11-3-23) Receive emailed brief from opposing counsel on appeal; following two extensions of time which opposing counsel had requested—which extensions were granted by the Court of Appeals. (1-19-24) Timely filed our brief in February 2024. Checked with Clerk of Court of Appeals—There have been no orders from Court of Appeals since, setting or denying both sides' request for oral argument, etc. (5-2-24)

Indigent Legal Services: Attorney contracts for 2022 were created and emailed to current attorneys under contract. (11-3-21) Notice to Riley County Bar Association of at least one attorney vacancy effective January 1, 2022. (11-4-21) Proposed 2022 contracts have been provided to all current lawyers under contracts. None returned as of 11-23-21. No indigent legal service contracts are in place for the calendar year 2022. Work on various issues related to this service. (2-10-23; 2-13-23; 2-14-23; 2-15-23; 2-16-23; 2-19-23; 2-20-23; 2-21-23; 2-22-23; 2-24-23; 2-26-23; 2-27-23; 2-28-23; 3-1-23; 3-2-23; 3-3-23; 3-4-23; 3-6-23; 3-7-23; 3-8-23) Work on various issues related to this service. (3-19-23) Work at staff level on compensation for this service. (3-28-23) schedule next staff level discussion of compensation for this service. Discuss with Deputy Counselor compensation for this service. (3-29-23) Work on project. (6-1-23) Work on project. (6-8-23) Draw up final version of CAR; RFP; and Contract. (6-19-23; 6-20-23) Obtain BOCC approval of form RFP and Contract. (6-22-23) Finalize RFP and contract and distribute to local Bar Association membership with encouragement to apply well before August 4, 2023, deadline for proposals because they will be considered as they are submitted. (6-29-23; 6-30-23) Create documents for publication in newspaper and placement on county website for this service. (7-7-23; 7-10-23; 7-11-23; 7-12-23) Deadline for proposals to arrive in Clerk's office 5 p.m. August 4. Work on issues related to service. (10-25-23.) Work on scheduling discussion. (6-5-24)

Legislation: Discuss with BOCC potential annual legislative conference dates in December 2023. (10-16-23) Notify delegation members conference scheduled on the following date which worked for a majority of responding legislators: December 14, 2023, noon to 2 pm. (10-26-23) Work on agenda for legislative conference (10-27-23; 10-30-23) Work on agenda for legislative conference. (11-13-23; 11-14-23; 11-15-23) Work on letter of BOCC support for SB 196. Obtain BOCC signatures and email to Senate Assessment and Taxation Committee. (1-4-24; 1-5-24; 1-7-24; 1-8-24) Prepare and submit timely lobbyist compensation report for 2023 legislative session. (1-10-24) Prepare BOCC opposition letter for HB 2036. (1-10-24) Present draft of HB 2036 opposition testimony. Re-draft to insert BOCC changes. Obtain BOCC final approval of letter. Timely submit to senate committee secretary final version of HB 2036 BOCC opposition testimony. (1-11-24) Communicate with House delegation on BOCC testimony submitted previously to Senate Tax on SB 196 and HB 2036. (1-15-24) Communicate with contract lobbyist on HB 2468 (a bill of concern to Emergency management) (1-16-24) Communicate with member of state delegation on SB 196; HB 2036. Work on HB 2026 opposition testimony. (1-16-24) Work on HB 2036. (1-17-24) Work on SB 162. Communicate with lobbyist. (1-18-24) Work on SB 162 (1-19-24) Appear before Senate Committee on Local Government on SB 162. (1-22-24) Review SB346(upzoning/downzoning—removal of county authority). (1-25-24) Work on SB 162. (1-25-24; 1-31-24) Discuss various bills with lobbyist. (2-2-24) Discussion with another county counselor on a bill Riley County is interested in. (2-2-24) Work on SB 162. (2-2-24) Discuss SB 162 with lobbyist. (2-21-24) Communicate with contract lobbyist on HB 2599 (KORA request fees) (2-27-24) Review legislative issues remaining in session of interest to Riley County. (2-28-24) Work on SB 162 set for hearing in House Local Government committee on Monday, March 11, 2024. (3-5-24; 3-6-24) Work with Deputy Counselor on contract issue. (3-6-24) Work on SB 162 hearing scheduled for March 11, 2024. (3-7-24; 3-8-24) Attend and participate with Commissioner McKinley in hearing before the House Committee on Local Government in support of SB 162. (3-11-24) Communicate with contract lobbyist on SB 162. (3-12-24) Communicate with delegation member on SB 311; Discuss with County Appraiser. (3-12-24) Review House calendar status of SB 162. It is on General Orders. (3-20-24) Communication from contract lobbyist. Communicate with BOCC members regarding immediately foregoing.

Leonardville North County EMS Station: Follow up call to City of Leonardville attorney. (4-11-23) Set up phone appointment with City of Leonardville Attorney—to discuss having city begin process of opening the easement as an alley for access to the site. (5-3-23) Phone discussion with City of Leonardville attorney and arrange for teams meeting next Tuesday (5-9-23) with him, Craig and me to discuss details of City legally “opening” alley to site of ambulance and performing tree trimming along that alley. (5-3-23)

National Opioid Litigation Settlement: Notice of Deadline to “opt in” to latest round of national opioid class action litigation settlements is April 18, 2023. (3-27-23) Prepare and submit CAR for BOCC 4-10-23 public meeting; with my recommendation to BOCC regarding “opt in” to latest round of national opioid class action litigation settlements—5 new defendants settling. Discuss with Assistant Attorney General managing this matter state-wide. (4-6-23) Submit electronically our “opt in” to latest round of national opioid class action settlements, as previously authorized by BOCC. Confirmation from settlement administrator that “opt in” accomplished. (4-14-23)

NG-911 Committee (Road naming): Attend and participate in committee meeting. (2-14-23)

Proposed Construction of EMS/EM/RCFD Emergency Services Headquarters: Schedule work session for discussion of design issue related to facility. (1-27-23)

Riley County Annual Legislative Conference: Discussion with County Register of Deeds to schedule meeting week of December 5th to review documentation of long-term revenue loss to Riley County caused by legislature’s past elimination of the mortgage registration fee. (12-1-22) Work preparing for 12-12-22 legislative conference. (12-8-22; 12-11-22) Discuss legislative conference information with County Appraiser. (12-8-22) Discuss legislative conference information in meeting with County Register of Deeds. (12-9-22) Work with members of delegation; 2023 Annual Legislative Conference scheduled for Thursday, December 14th, from noon to 2 p.m., BOCC chambers. (10-23-23) Conversation with member of delegation—confirming member will attend. (10-24-23.) Discuss options with BOCC regarding potential 2024 annual legislative conference. (7-22-24)

Riley County District Court: Discussion regarding BOCC consideration of funding potential “resolution docket” to assist with case backlog. (4-27-23) Work on project. (5-2-24)

Rural Economic Development Advisory Board:

Staff Budget and Planning Committee:

White Canyon Benefit District: White Canyon benefit district’s residents’ request, made during this date’s public commission meeting, asking whether Riley County willing to supplement the cost of the benefit district’s proposed private road improvement project. No dollar figure provided by benefit district residents. County staff instructed to provide BOCC at upcoming meeting most recent Riley County Public Works’ “estimate” of “northern route” as an option to current benefit district project proposed. (8-30-21)

II. Projects by Department or Division:

Administrative Services/County Counselor: Work on matters related to departmental transition. (1-25-2023; 1-26-2023; 1-27-2023) Interviews of applicants for Deputy County Counselor position in transition scheduled to take place 9-29-23.-23. (3-2-23; 3-3-23) Work on Departmental transition matters. (4-28-24) Work on Departmental transition matters. (5-2-24; 5-3-24)

Riley County Appraiser’s Office: Communicate with department Head on costs associated with BOTA appeal. (12-29-23) Communicate with staff on immediately preceding issue. (1-1-24) Communicate with

Appraiser on exemption application. (1-11-24) Advise Department Head on legal issues. (1-24-24) Advise Department Head on process issue. (2-29-24;3-1-24) Communicate with department head. And Deputy Counselor. (3-4-24; 3-8-24) Advise Appraiser on KORA request. (5-1-24) Communication on legal matters. (5-1-24) Communication on different legal matters. (5-1-24; 5-2-24) Assist Department Head on pending matter. (5-6-24) Communicate on legal matter. (5-14-24) Meet with and advise Department Head on BOT decision and separate appraisal matter. (5-29-24) Communicate with staff on upcoming meeting dates for discussion. (7-5-24)

Riley County Attorney: *Discuss legal issue. (2-1-24)*

Riley County Clerk: Advise and assist on open record act issue. (9-12-23;9-13-23) Schedule meeting with staff of two departments to plan means of addressing particular type of KORA request in most fair and efficient manner to reduce, potentially, two departmental workloads. (9-13-23;9-14-23) Reschedule forgoing meeting to 10-27-23. (10-19-23) Work on contract law issue. (10-24-23) Assist with legal issue. (11-3-23;11-5-23; 11-6-23.) Approve on minute track as to form revised parking lot resolution developed by Deputy Counselor. (1-2-24) Work on autopsy record storage issue. (2-2-24) *Prepare* resolution regarding Plaza reservations; present to BOCC and obtain approval. (2-27-24; 2-28-24;2-29-24) Communicate with staff on a request for a mailing address change. Communicate with counsel on client name change. Communicate with staff on records name change issue. (3-4-24;3-5-24) Work on notice of upcoming special meeting of BOCC. (3-12-24) Work with Clerk staff member on preparing for RNR compliance during 2025 budget. (3-20-24) Work with Department Head and his staff on election procedural matters raised by vacancy in a City of Manhattan elected office. (5-10-24) Work on contract issue for department. (6-14-24) Attend and participate in staff working group regarding ongoing project. Communicate with contractor afterward. (6-17-24) Review return of contract accepting our contractual attachment. Communicate with Department staff on next steps for BOCC approval. (6-21-24) Prepare Commission Agenda report on foregoing project. Staff uploads for Thursday, June 27th BOCC public meeting. (6-24-24) Work on Finance Officer question on behalf of BOCC. (6-25-24) Legal analysis of RNR statute. (6-27-24; 6-28-24;7-2-24;7-3-24) Assist with staff questions regarding legal interpretation. (7-5-24) Assist *with parking space request from District Court administration. (7-25-24; 7-26-24; 7-29-24;7-30-24)*

Riley County Community Corrections: Discuss with PIO and department Head proposed correction of recently published newspaper article on grant award to Department. (1-2-24) Further conversation with Department Head and PIO about immediately preceding newspaper article. (1-2-24) Communicate with Director on potential policy. (2-27-24) Contact Department at request. (5-14-24) Work with Department on project involving funding. (5-15-24)

Riley County Emergency Management: Work on project issue. (11-7-23; 11-8-23) Conversation with stakeholders on a radio tower lease amendment. (1-2-24) Communicate with Director on state winter weather disaster declaration just released. (1-24-24) *Assist* with written response to vendor. (4-22-24) Advise on KORA request. (5-2-24) Advise other staff on same KORA request. (5-2-24) Contact County PIO about foregoing, relevant to any photos or video. (5-2-24; 5-3-24) Check in with Helpdesk. (5-7-24) Work with State project manager regarding scheduling matter on roundabout project at k-13/US24, easement purchase from county of County ROW at Fire Station. Work with Cindy K. on agenda time. (5-7-24) Work with department on personnel law matter. (5-14-24; 5-15-24)

Riley County Emergency Medical Services: Prepare for staff discussion of proposed ride along program and its necessary requirements. Participate in staff discussion. (5-7-24)

Riley County Extension: Work on legal question raised by Director. (5-29-24)

Attachment: FINAL_Commission List 08.05.2024 (14954 : Clancy's Commission List)

Riley County Fire District No. 1: Work on contract law issue. (11-7-23; 11-8-23.) Work on separate contract law issue. (11-7-23) Prepare for January 9, 2024, training presentation to District leadership. (12-27-23; 12-28-23; 12-29-23; 12-30-23; 12-31-23; 1-1-24) Conversation with HR Director regarding upcoming training to District leadership. (1-2-24) Conversation with Department Head on pending litigation. (1-2-24) Additional conversation with HR Director regarding upcoming training in District leadership. (1-2-24) Preparation for January 9, 2024, training presentation to District Leadership. (1-3-24) Check out technology at Public Works for tonight's training presentation to District Leadership. (1-16-24) Present training, along with HR Director, to District Leadership. (1-16-24) Work on Fire District/University Park fire station project. (2-23-24) Communicate with lobbyist on HB of concern to department. (2-28-24) Communicate with department on KORA issue. Communicate with outside counsel. And Deputy County Counselor. (3-4-24) Communicate with Fire Chief. (3-21-24) Work on contract issue. (3-26-24) Prepare and obtain Chairman's signature on Local Disaster Emergency Declaration regarding cybersecurity incident. Attend and participate in special BOCC public meeting. (4-1-24) Draft extension of Local Disaster Emergency Declaration on cybersecurity incident. Then obtain BOCC approval of extension of local disaster emergency declaration. (4-2-24; 4-3-24; 4-4-24) Draft local emergency declaration on Axelton Hill Road wildfire and obtain BOCC chairman signature. (4-6-24) Prepare extensions of both local disaster emergency declarations. (4-10-24) Present and obtain BOCC approval of both immediately preceding local disaster emergency declarations. (4-11-24) Review and approves as to form FRA matter. (7-24-24)

Riley County GIS: Assist with provision of "shapefile" requested by company. Communicate with company representatives and GIS staff. (6-5-23; 6-6-23)

Riley County Health Department: Work on contract law issue. (10-12-23;10-13-23.) Work on contract law issue. (10-19-23;10-23-23; 10-24-23.) Advise Department on personnel policy manual upcoming revision. (3-19-24) Communicate with county staff on parking issue. (3-26-24) Schedule staff discussion with this Department and another on legislative issue. (6-26-24) Advise Department Head on legislative matter. (7-3-24) Advise Department Head on state funding matter. (7-3-24)

Riley County Historical Museum:

Riley County Human Resources. Finalize Green Dot Contract. (9-12-23) Conversation with HR. (10-12-23.) Review example of proposed Performance Review new form to be completed by 10-16-23. (10-12-23) Work with a department on HR issue "IV." (10-13-23.) Work with Department on unrelated HR issue("V"). (10-16-23.) Work with Department on unrelated HR issue "VI". (10-16-23.) Work with department on Personnel issue I. (10-19-23;10-23-23; 10-25-23.) Work with division on personnel law issue II. (10-24-23.) Work with Division and Department Head on personnel law issue II. (10-25-23;10-26-23;10-27-23;10-28-23-10-29-23;10-30-23) Work with Division and Department Head on personnel law issue. (11-1-23.) Work with Division and Department on personnel law issues. (11-2-23;11-3-23; 11-5-23;11-6-23.) Work on personnel law issue for Division and Department. (11-10-23). Work with Division and Department on personnel law issues. (11-9-23;11-13-23; 11-14-23). Prepare for disciplinary action appeal scheduled for January 4, 2024. (12-28-23) Communicate with team members on working group considering revision of personnel manual. Working group to reconvene 1-9-24. (1-2-24) Work on personnel issues. (1-4-24; 1-5-24) Communicate with Department head and Division head on upcoming potential meeting regarding process. (1-12-24) Communication from Division head on upcoming work group work for discussions on personnel policies. (1-12-24) Working group discussion of personnel policy issues. (1-12-23) Working group discussion of personnel policy manual. (1-18-24) Working group discussion of personnel policy practice. (1-22-24) Analyze and comment upon potential policy. (1-24-24) Analyze potential changes to personnel policy. (1-29-24; 1-30-24; 1-31-24) Advise on legal issue. (2-1-24) Work on personnel policy manual issues. (2-22-23;2-23-24) Communicate with Division director given federal law changes in identified policies. (2-27-24) Review material provided. (2-27-24) Work with Division Director on scheduling upcoming presentations to BOCC in public meetings. (3-12-24) Work on Personnel Policy issue. (3-13-24) Work on upcoming executive session.

(3-12-24;3-13-24) Work on personnel policy issue. (3-14-24;3-15-24;3-17-24;3-18-24) Work on different personnel policy issues than immediately preceding entry. (3-18-24) Work on both of the immediately preceding entry matters. (3-19-24) Work on dress code issues. (4-9-24) Review KORA request. (4-9-24) Discuss personnel law issue. (5-8-24) Work with Division and Department Head on two distinct personnel law issues. (5-10-12) Work with Division and Department Head on distinct personnel law issue. (5-14-24) Review and continue working on proposed policy. (5-28-24; 5-29-24) Work with HR, and a Dept. Head on personnel law issue. (5-31-24; 6-3-24) Work with staff group on proposed policy. (6-3-24) Work with HR and Department Head on personnel issue. (6-3-24) Work with HR. on personnel issue. (6-4-24; 6-5-24)) Work with HR on personnel matter. (6-7-24) Work with HR on personnel policy approval. (6-7-24) Work with HR on 2 distinct and unrelated personnel law issues. (6-17-24) Work with HR on personnel law issues. (6-18-24) Work with Division head on personnel legal issue. (7-2-24) Assist with upcoming personnel issue. (7-5-24) ***Assist Division and BOCC with personnel law issue. (7-25-24)***

Riley County Information Technology/GIS Work with department on contract law issue. (10-24-23.) Conversation with GIS staff member regarding City GIS “layer” issue. (1-2-24) Discuss legal issues involving federal act(s) and communication technology. (2-1-24) Communication from IT about on-going efforts to protect network. (5-7-24)

Riley County Museum: Advise Director on question raised on behalf of Historical Society. (5-3-23)

Riley County Noxious Weeds/Hazardous Household Waste: Discuss with department head upcoming potential property leases of county ground. (5-3-23) Request Department Head provide copy of deed on one of leased properties—to review restrictions on all the leased properties. (5-4-23) Schedule discussion with Department Head on real property issue. (5-22-23) Review and approve as to form weed control contract proposed by KDOT. Inform Department head I’ve done so. (1-2-24) Conversation with Department Head on immediately preceding contract. (1-2-24)

RILEY COUNTY POLICE DEPARTMENT—Administered by Law Enforcement Agency (“Law Board”): Communication from City Manager, County Clerk and County Attorney regarding RCPD question about potential ordinance or resolution. I contact Barry Wilkerson for discussion. (1-12-24) Work on project. (4-15-24; 4-16-24;4-17-24) Communication from third party on budget matter. (5-2-24) Work on inmate medical project. (5-29-24) Participate in staff working group on inmate medical project. (5-31-24) Communicate with vendor of inmate medical services. (5-31-24)

Riley County Planning & Development: Represent County in District Court hearing on Prairiewood appeal. (8-29-23) Conversation with landowner. (10-12-23.) Review and approve Comprehensive Plan resolution “as to form” for 10-16-23 BOCC meeting.10-12-13.) Work on pending litigation. (10-13-23) Work on pending litigation “III”. (10-13-23.) Work on pending project “I”. (10-13-23.) Conversation with opposing counsel in pending appeal “II.” (10-13-23) Work on benefit district project. (11-6-23; 11-7-23.) Work to schedule meetings with business and staff on different pending legal issues. (11-7-23; 11-8-23) Work on benefit district contract for environmental assessment. (1-26-24; 1-31-24) Complete work on benefit district contract for environmental assessment; route vendor—approved contract to this department’s Office Manager for placement on next Monday’s business meeting agenda, following conversation with Department Head. (2-1-24) Work with Department Head on contractual issue. (2-14-24) Work with Department Planner and Deputy on upcoming agenda item. (3-19-24) Work on immediately preceding entry again. (3-20-24) Work on benefit district issue. Discuss with Deputy County Counselor. (3-20-24) Review and approve as to form plat. (3-21-24) Discuss upcoming public hearing with staff member. (3-21-24) Work on upcoming land use issue. (3-26-24) Discuss with staff special use hearing before Planning Board evening of 4-8-24. (4-9-24) Conversation with opposing counsel in pending appeal. Draft motion to extend time to file our brief. I will file such agreed motion this week. Motion filed. (4-15-24) Review sanitary code issue. (4-18-24) Schedule meeting with department staff member on separate code violation enforcement matter. (4-18-24) Review correspondence

on separate possible code violation matter. (4-18-24) Status report back on separate code enforcement matter. (4-18-24) Status report back on separate code enforcement matter. (4-18-24) Work on SB 384. (SB 162) as signed by Governo as part of SB 384. Meeting with staff of Planning and Development and RCHD. (4-26-24). Work solo on immediately preceding project list entry. (4-28-24) Review and approve as to form contract for project. Discuss with Department Head. (5-2-24) Communication with Department Staff on pending code enforcement matter. (5-2-24) Communicate with Department head on immediately preceding code enforcement matter. (5-3-24) Correspondence with outside professional based on citizen question regarding pending project. (5-3-24) Assist staff of this department on pending matter. (5-6-24) Communication from Department staff on different matter for calendaring. Respond. (5-6-24. Contact representative of citizen in pending matter. Relay information to staff member working on the matter. Relay information to another Department Head assisting in matter. (5-6-24) Respond to communication from Department Head on ongoing project of her department. Respond to communication from Department Head on different project of her department. (5-7-24) Communication from staff of Department on different project of her department. (5-7-24) Discuss with Department Head different project of her department; in response to communication from her of procedural question. (5-7-24) Answer question from Department Head on procedural question. Communicate with Department Head and Cindy K. (5-7-24) Review litigation material served on a co-defendant in pending code enforcement case. (5-7-24) Discuss pending enforcement matter with Code Enforcement officer. (5-7-28; 5-8-24) Work on pending Court of Appeals matter. (5-15-24) Work on comp plan consultant project. (5-29-24) Calendar Everygy application regarding Ashland Bottoms special use application. (5-29-24) Review and sign plat presented by Department staff. (5-29-24) Prepare for executive sessions. (6-5-24) Advise Department Head on project legal issue. (6-12-24) Work on pending appeal matter. (6-25-24) Work on pending sewer project. (7-3-24) (Advise Department Head on legislative matter. (7-3-24) Complete Agreement for Retreat Consultant. (7-18-24) Work on Comprehensive Plan Update matter. (7-18-24; 7-19-24) **Work on pending appeal. (7-29-24; 7-30-24; 7-31-24; 7-31-24)**

Riley County Public Information Officer: (5-8-23) Further communication with PIO and working group about same informational program. (5-8-23) Communication from PIO requesting legal advice. (7-24-23) Conversation on lawful options for final version of BOCC minutes. (10-24-23.) Schedule upcoming meeting on possible documentary. (3-12-24) Communicate with regarding Facebook change of services offered. (3-12-24) Discussion with PIO regarding request for release of information. (5-31-24)

Riley County Public Works: Discuss land use issue with Department Head. (10-12-23.) Communicate with potential vendor on project. (10-13-23.) Communicate with county insurer on project. (10-13-23.) Contract law issue. (11-6-23.) Work on bid packet issue. (1-2-24) Contacted by KDHE requesting permission for project. Relay request to Public Works Director and invite conversation. (1-3-24) Discuss with Director Township Officers' March 6, 2024, meeting agenda. Contact outside party as possible participant to assist with program. (2-2-24) Attend and participate in Township Officials annual meeting. (3-6-24) Review and approve contract "as to form." (3-8-24) Review contract proposed. (3-11-24) Discuss staff contract proposed. (3-12-24) **Work** with Assistant County Engineer on assembly of contract for agenda. (3-19-24) Review and approve as to form immediately preceding contract. Conversation with Cindy K on delivery of contract to County Clerk's office for this Thursday's agenda. Place contract in delivery bin from Public Works to County Clerk's office. (3-20-24) **Work** on elevator contracts and discuss with Department Head. (4-5-24; 4-6-24; 4-8-24) Conversation with Dept. Head regarding KDHE request to do well test on county site. (4-15-24) Conversation with Dept. Head regarding drainage easement. (4-16-24) Review update on pending resolution. (4-18-24). Review and approve as to form covenant and easement documents for EMS HQ project. (4-23-24) Respond to email from KDHE on agency's planned sampling in Fairmont Park, after discussion with Department Head. (4-23-24) Conversation with Assistant County Engineer. Approve as to form transfer station truck scale Contract. (4-23-24) Work on KDOT roundabout project as it affects Riley County. (4-26-24; 4-28-24; 4-29-24; 4-30-24) Work on preceding KDOT project as it affects Riley County. 5-8-24. Work on policy issue involving CDL training. (5-30-24; 5-31-24) Review and approve as to form project document. (5-31-24) Review and approve as to form unrelated project document. (5-31-24) Approve as to form contract for

project. (6-3-24) Work on project documents. (6-4-24) Conversation with consulting engineer on state highway project. (6-14-24) Communication from KDOT counsel on state “roundabout” project at US 24 and K-13. Contact Public Works Directo. Contact KTOT counsel. (6-26-24) Communicate with Department Head on immediately preceding project. (7-2-24) Advise Department Head on separate and distinct legal matter. (7-3-24) **Assist Department and BOCC with ongoing project issue. (7-25-24)**

Riley County Register of Deeds: Communicate with three offices, their staff and department heads on common legal issues. (11-7-23) Communicate with department head on same issue. (11-8-23) Work on legal issue regarding filing. (2-29-24; 3-1-24;3-4-24) Work with department head and staff of County Clerk and County Appraiser to resolve filing issue. (3-4-24)

Riley County Treasurer: Discuss with Department Head process for Opioid Settlement Fund payments routed from Attorney General’s Office. Discuss with Assistant Attorney General supervising such distributions. (12-21-22) *Work* on Delinquent Real Property Tax Foreclosure case for 2024. (4-12-24) Review claim for delinquent real property taxes in mtg foreclosure case. (4-16-24) Review claim for delinquent real property taxes in mtg foreclosure case. (4-16-24) Review probate case order directing payment of real property tax. (4-16-24) Review mtg foreclosure case and demand for payment of real property tax. (4-16-24) Review of probate case and real property tax. (4-16-24) **Review** delinquent real property tax efiling. (4-19-24) Work with legal staff on upcoming delinquent real property tax sale. (4-23-24) Process with staff response to citizen inquiry to county website about tax sale properties. (4-29-24) Process with staff response to another citizen inquiry to county website about tax sale. (4-29-24) Discuss tax sale property issue involving request from executor of titled owner. Call the executor and leave voicemail. Resolve with executor. (5-7-24) Sign order dismissing individual parcel from tax sale. (5-8-24) Work with department staff on preparation of Motion for Default Judgement in 2024 delinquent real property tax sale. (5-10-24) Obtain judgment in favor of Riley County on motion for default judgment in Riley County District Court for upcoming delinquent real property tax sale. (5-28-24) Delinquent property tax sale meeting with office staff. (5-29-24) Approve withdrawal pleadings from pending probate cases wherein our filed claims for property taxes resulted in payment. (6-14-24) Assist Department Head with citizen communication. (6-17-24;6-18-24) Work on property tax foreclosure case. (6-26-24)

III. Projects by Professional Association, Internal and External Committees/working groups, CLE, & Other Administrative Matters:

Ad Hoc Staff Committees/Work Groups on Multiple Subjects: Staff committee discussion of issue in recent tax sale. Clerk and staff, Treasurer, Appraiser and staff. (3-6-23)

Administrative Matters: Discuss with HR CAR I’ll prepare for transition of Counselor position based upon my scheduled 2025 retirement. (5-19-23) Work on transition of Deputy position given incumbent’s scheduled retirement. (5-22-23;5-23-23) Discuss and decide with staff on renewal of “Hawver” subscription. (5-30-23) Register for June 20 webinar on Title VI requirements under ARPA; to be conducted by Officer of Recovery. (6-5-23) Information to Office Manager on invoice for Westlaw. (7-5-23) Partners’ Meeting. (7-21-23) Review and approve proposed CAR drafted by H.R. for upcoming position vacancy due to retirement. (7-27-23) Work with HR and staff working group preparing for candidate interviews for 2 positions. (7-27-23;7-28-23) Staff meeting to discuss departmental input, as requested by PIO, on survey regarding retention and recruitment and retention. Provide info to PIO. (8-2-23) Review, approve Department timecards. (8-6-23) Work on transition of department for upcoming vacancy in Office Manager position. Review all internal applications. Communicate with both Riley County Deputy County Counselors and H.R. Director. (8-6-23) Work on transition of department to fill vacancy in Legal Assistant position. (8-10-23;8-11-23; 8-13-23) Review City/County/County agenda for 8-17-23 meeting. (8-13-23) Work on upcoming retirement receptions for department. (8-11-23; 8-14-23; 8-15-23;8-16-23;8-17-23) Continued work on transition of department to fill vacancy in Legal Assistant position. (8-15-23) Participate in panel interview of candidate for Legal

Assistant I position.⁹ (8-18-23) Attend retirement reception in BOCC chambers for Jill Seaton. (8-31-23) Relay reflex latest to staff—No access to court of appeals or supreme court yet as of noon today. (1-26-24) Participate as donor in County/Red Cross blood donation drive. (2-14-24) Work on closing issue involving sale of a portion of a larger parcel—the sale of which does not involve a pending code enforcement proceeding. (2-15-24) Work at PW successfully confirming, with IT assistance, our desktops there appropriately “sync” with our desktops in our CPE office. (2-26-24) Work with Public Works on key card/key fob access to that portion of Public Works building where our office will temporarily relocate. (2-27-24) Work on temporary relocation of office during 4th floor renovation project. (2-28-24) Work with I.T. to synchronize desktops at departmental CPE office and temporary space at Public Works. (3-1-24) Catch up on emails. Respond when appropriate. (4-9-24) Work on transition of Deputy County Counselor caseload to County Counselor. (4-10-24; 4-11-24; 4-12-24) Work on applicant interview scheduling for Deputy County Counselor position. (4-15-24) Work with our Office Manager on 2025 departmental budget request. (4-16-24) Work on departmental transition matters. (5-2-24; 5-2-24; 5-3-24) Brief staff meeting—my meetings schedule today. (5-7-24) Review and delete emails. (5-7-24) Work on transition: Introduce Deputy County Counselor to BOCC members; and 3 department heads (5-13-24) Introduce Deputy County Counselor to 3 more department heads. (5-14-24) Review and approve as to form payroll and accounts payable. (5-28-24) Work on transition matters in office. (5-30-24; 5-31-24) Contact IT about recent communications to organization about a system update. (6-3-24) Brief Bryant on relevant discussions during today’s public BOCC meeting. (6-3-24) Weekly office staff meeting. (6-14-24) Work with staff working group on scheduled shut off of electricity to CPE. (6-17-24; 6-18-24) Work on organization of office filing. (7-5-24) Participate in CAR promoting Deputy County Counselor to County Counselor, effective January 1, 2024. (7-18-24) Consult with Deputy County Counselor on various pending projects. (7-24-24) Discuss potential internal publication of notice of Deputy Counselor’s recent promotion by BOCC, effective January 1, 2025. (7-24-24) **Work with Deputy Counselor on transition matters. (7-29-24; 7-30-24; 7-31-24)**

Continuing Legal Education: Attend online CLE program. (6-11-23) Attend CCAK CLE program. (6-16-23) Discuss department budget preparation for 2025. (4-18-24) Attend an open.gov zoom on “roll out” of budget creation. (4-18-24) Work on department budget request. (4-22-24; 4-23-24; 4-24-24; 4-25-24) Confirm electronically with CLE commission whether compliant for 2023 through June 30, 2024, for CLE requirements. Register for the remaining one-hour CLE to be presented online. (5-2-24; 5-3-24)

County Counselor Association of Kansas: Attend and participate virtually in Board of Governors meeting of CCAK. Summer CLE planning. (2-21-24) Contact KAC about presenter’s assigned time during June 21, 2024, CCAK CLE program. Relay to presenter. Recontact KAC. Recontact presenter. (5-2-24) Contact from presenter. Relay information to Jay Hall. Confirm to presenter all in place for CLE. (5-6-24) Communicate with Deputy Director and Presenter scheduled for CCAK CLE to take place 6-21-24. (6-18-24) Attend online program of association for required CLE. (6-21-24)

Department Head Committee: Attend and participate in committee meeting. (7-5-23) Attend and participate in meeting. (7-19-23) Attend and participate in committee meeting. (8-2-23) Attend and participate in Committee Meeting. (10-18-23) Attend and participate in committee meeting. (11-1-23.) Prepare for meeting scheduled for 1-3-24 (1-2-24) Attend and participate in Committee meeting. (1-3-24) Prepare for, attend and participate in committee meeting. (3-20-24) Prepare for 4-17-24 committee meeting. (4-16-24) Attend and participate in committee meeting. (5-1-24) Attend and participate in committee meeting. (6-5-24) Attend and participate in meeting. (7-3-24)

Intergovernmental Luncheon: Attend and participate in 2 pm. meeting of committee. (3-11-24)

Joint Task Force on Possible Fair and Rodeo Relocation: Attend 2nd meeting of group at Chamber offices. (7-14-23) Attend first ½ hour of task force meeting at KSU foundation. (8-16-23)

Kansas Association of Counties: Review communication on Kansas Supreme Court case considering self-insured entities. (3-8-24)

Staff Budget and Planning Committee: Work with B & P on development of contracts for transfers to small cities for loss of funds as countywide ½ cent sales tax sunsets 12/31/22. (11-15-22) Review material for BOCC presentation to be made by Budget and Planning during the next BOCC public meeting. (11-28-22) Attend and participate in Committee meeting. (11-29-22) Ask Shilo for her opinion on draft of agreement. (2-7-23) Prepare for scheduled 1-3-24 committee meeting. (1-2-24) Attend and participate in Committee meeting. (1-3-24) Review upcoming agenda for scheduled 1-30-24 committee meeting. Communicate with committee. (1-26-24) Attend and participate in committee meeting. (2-20-24) Work with IT/GIS staff on temporary move of department to Public Works during 4th floor CPE construction project. (2-21-24) Attend and participate in meeting of committee. (3-11-24; 3-12-24; 3-13-24) Conversation with Budget and Finance Officer. Available date of return from vacation. Accept B & P Meeting scheduled for 3 pm May 28, 2024. (5-7-24) Attend and participate in committee meeting. (5-28-24) Work on potential remote work policy. (5-28-24; 5-29-24) Attend and participate in committee meeting. (6-4-24)

Staff Riley County Employee Recognition Day Planning Committee: Attend and participate in committee work planning Employee Recognition Day. (6-20-23) Analyze proposed venue contract. Conversation with County's insurer. Voicemail left with PIO. (7-5-23) Attend and participate in Committee meeting (7-18-23) Communicate with sales representative for AMC Theatre. (8-2-23; 8-3-23) Communicate with AMC representative and our insurer regarding event. (8-13-23) Attend and participate in committee meeting. (8-15-23) Communicate with our insurer and attorney for venue regarding Recognition Day. (8-15-23) Communicate with attorney for venue regarding Recognition Day. (8-16-23; 8-17-23) Attend and participate in Employee Day. (10-9-23.) Work on future Employee Recognition Day issue. (10-18-23) Contact insurer to evaluate coverage for potential site for 2024 Employee Recognition Day. (1-2-24) Attend and participate in committee meeting. (2-20-24) Communicate in response to questions about recognition for years of service by employees in attendance. (3-15-24) Attend and participate in committee meeting. (3-19-24) Check on potential keynote or breakout session speaker. Contact agent for venue to confirm paperwork necessary to finally reserve venue, obtain copy of complete contract required and obtain liability insurance coverage requirements. Contact county's insurer to confirm the required liability coverage will be in place for county on October 14th. Attend and participate in committee meeting. (4-16-24) Work on venue documentation. (4-30-24; 5-1-24) Check with C & W on status of certificate of insurance. (5-3-24; 5-7-24) Work on venue reservation and insurance coverage required. (5-28-24; 5-29-24) Work on venue reservation. (6-7-24) Attend and participate in committee meeting. (6-18-24) Work with group on input for CAR to describe event for BOCC. (6-24-24) Attend and participate in committee meeting. (7-16-24)

Staff Road Renaming Committee:



COMMUNITY CORRECTIONS
Grant

Megan Lewis
Interim Community
Corrections Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

COMMISSION AGENDA REPORT

FROM: Megan Lewis, Riley County Community Corrections Interim Director

MEETING: August 5, 2024

SUBJECT: 2025 City Alcohol Grant Application - Adult Services

PRESENTER: Megan Lewis, Riley County Community Corrections Interim Director

BACKGROUND

The City of Manhattan published *Request for Proposals* for funds made available through the city cigarette and alcohol tax dollars. Riley County Community Corrections has received City Alcohol funds since 2011. These dollars go to pay for direct drug and alcohol services for clients.

DISCUSSION

Riley County Community Corrections is applying for the 2025 Special Alcohol Funds. Adult Services utilizes City Alcohol funds for random drug and alcohol testing, alcohol and drug evaluations, substance use counseling, transportation to treatment as well as staff training.

FISCAL IMPACT

Without these funds, we would not be able to assist our adult clients with these services related to drug and alcohol use.

We received \$23,500.00 for Adult Services in 2024, and are requesting \$24,750.00 for 2025.

RECOMMENDATION(S)

Approve the applications to be submitted to the City of Manhattan for funding consideration.

POSSIBLE MOTION(S)

Move to approve the applications to be submitted to the City of Manhattan for funding consideration.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 2025 CSFAB Budget Form (XLSX)
- 2025 City Alcohol Grant Application (PDF)

TOTAL REVENUE & EXPENSES FOR REQUESTING PROGRAM/AGENCY <i>All Financial Information Rounded to Nearest Dollar</i>		2023 Actual Fiscal Year:	2024 Budgeted Fiscal Year:	2025 Proposed Fiscal Year:	Percentage of Expense to be Funded by CSFAB Funds in 2025
Name of Agency: Riley County Community Corrections					
Public Support & Revenue - All Sources					
1	Allocation from Konza United Way	\$ -	\$ -	\$ -	
2	Contributions	\$ -	\$ -	\$ -	
3	Special Events	\$ -	\$ -	\$ -	
4	Legacies & Bequests (Unrestricted)	\$ -	\$ -	\$ -	
5	Contributed by Associated Organizations	\$ -	\$ -	\$ -	
6	Allocated by Other United Ways	\$ -	\$ -	\$ -	
7	Fees & Grants From City of Manhattan (General Fund: SSAB/CSFAB)	\$ -	\$ -	\$ -	
8	Fees & Grants From City of Manhattan (Alcohol Funds: SAFAC/CSFAB)	\$ 31,800.00	\$ 27,800.00	\$ 27,800.00	
9	Fees & Grants From City of Manhattan (ESG/CDBG)	\$ -	\$ -	\$ -	
10	Fees & Grants From Riley County / Pottawatomie County	\$ 72,468.65	\$ 113,264.90	\$ 130,621.93	
11	Fees & Grants from Foundations	\$ 126,065.00	\$ 193,083.58	\$ 86,064.51	
12	Fees & Grants from Other Government Agencies	\$ 980,315.14	\$ 1,139,445.26	\$ 1,098,898.75	
<i>If other City funds will be requested, please be sure to explain how funds will not duplicate in your application.</i>					
13	Membership Dues	\$ -	\$ -	\$ -	
14	Program Services Fees & Net Incidental Revenue	\$ -	\$ -	\$ -	
15	Sales of Materials	\$ -	\$ -	\$ -	
16	Investment Income	\$ -	\$ -	\$ -	
17	Miscellaneous Revenue	\$ -	\$ -	\$ -	
18	TOTAL SUPPORT & REVENUE (Add 1 thru 17)	\$ 1,210,648.79	\$ 1,473,593.74	\$ 1,343,385.19	0.00%
Expenses					
19	Salaries	\$ 714,685.00	\$ 723,641.52	\$ 842,762.42	
20	Employee Benefits including insurance	\$ 213,985.00	\$ 251,674.63	\$ 284,309.95	
21	Payroll Taxes, etc	\$ -			
22	Professional Fees	\$ 161,519.08	\$ 171,682.66	\$ 184,542.28	
23	Supplies	\$ 14,038.27	\$ 16,189.34	\$ 13,034.82	
24	Telephone	\$ 6,759.32	\$ 6,426.00	\$ 7,165.00	
25	Postage & Shipping	\$ 155.23	\$ 170.00	\$ 131.00	
26	Occupancy	\$ -			
27	Rental & Maintenance of Equipment	\$ 2,161.27	\$ 3,520.00	\$ 7,551.00	
28	Printing & Publications	\$ 12,052.11	\$ 2,365.31	\$ 5,578.45	
29	Travel	\$ 898.67	\$ 2,970.00	\$ 2,160.00	
30	Conferences, Conventions & Meetings	\$ 19,671.32	\$ 14,711.17	\$ 21,212.83	
31	Specific Assistance to Individuals	\$ 50,652.50	\$ 160,040.93	\$ 54,667.63	
32	Membership Dues	\$ 259.31	\$ 760.00	\$ 1,100.00	
33	Awards & Grants awarded by requesting organization		\$ 25,937.90	\$ 25,937.90	
34	Miscellaneous	\$ 12,107.71	\$ 37,655.09	\$ 42,805.07	
35	Program Insurance	\$ -			
36	Insurance for Vehicles, Buildings, etc.	\$ 1,704.00	\$ 1,600.00	\$ 1,400.00	
37	TOTAL EXPENSES (Add 19 thru 36)	\$ 1,210,648.79	\$ 1,419,344.55	\$ 1,494,358.35	
38	Payments to Affiliated Organizations	\$ -	\$ 53,646.00	\$ -	
39	TOTAL EXPENSES FOR BUDGET PERIOD FOR ALL ACTIVITIES (37 + 38)	\$ 1,210,648.79	\$ 1,472,990.55	\$ 1,494,358.35	0.00%
40	EXCESS (DEFICIT) OF TOTAL SUPPORT & REVENUE OVER EXPENSES (18 - 39)	\$ -	\$ 603.19	\$ (150,973.16)	
41	Depreciation of Buildings & Equipment	\$ -	\$ -	\$ -	
42	Major Property/Equipment Acquisition (\$1,000+)	\$ -		\$ -	

Attachment: 2025 CSFAB Budget Form (14951 : City Alcohol Grants)



2025 Community Support Funds Advisory Board Funding Application

Funding request for January 1 - December 31, 2025. If an applicant is requesting 2025 funding from both the Socials Services Fund and the Special Alcohol Fund, two applications must be completed.

Applicants must complete a separate 2025 budget form and attach to this application. This form can be found on the City's website here: [2025 CSFAB Budget Form Attachment](#)

Completed Budget Form *



[2025 CSFAB Budget Form.xlsx](#)

25.7 KB



Organization Name *

Riley County Community Corrections

Name of specific organization program seeking funding (if applicable)

Adult Services

Contact Person *

Sandi

Harper

Address *

115 N. 4th Street

2nd Floor

Manhattan,

Kansas



66502

Phone *

(785) 537-6380

Email *

sharper@rileycountyks.gov

Website or Social Media

Attachment: 2025 City Alcohol Grant Application (14951 : City Alcohol Grants)

Requested Funding Source *

Special Alcohol Fund

**2025 Funding Request: ***

\$24,750.00

Total Operating Budget for Year 2025: *

\$1,494,358.35

% of total budget from CSFAB-Special Alcohol Funds for Year 2025: *

0.02%

Special Alcohol Funding Category - 2025 Request

Breakdown your 2024 funding request how much will be used for: prevention, education, treatment, and/or intervention.

	Category	2025 Amount
☒	Intervention	\$12,000.00
☒	Treatment	\$750.00
☒	Education	\$12,000.00

[+ Add Item](#)**Please share the overall agency or program mission. ***

Dedicated individuals working collaboratively to provide evidence-based practices and promote client success.

Briefly explain the social challenges or problems this agency and/or program addresses. *

The social problem(s) this proposed funding addresses is adult onset drug and alcohol use/abuse and dependency issues. In addition, our program also addresses recidivism or repeat criminal behavior among adult offenders.

Explain in a budget narrative how CSFAB funds will be used for the organization and any specific program if applicable. If you applied for funding in 2024 and are requesting an increase, please explain why. *

This grant will allow adult offenders assigned to our program to access substance abuse evaluations and cognitive behavior change programming through alcohol and drug treatment classes. It will also allow RCCC to purchase drug testing supplies and provide transportation to inpatient treatment when necessary, neither of which we could afford to do without assistance from this grant.

What geographical area does your agency provide services to? If you serve a regional area larger than the City of Manhattan, explain your rationale for the amount of funding you are seeking from the City. *

We serve the entire counties of Riley and Clay, and several other communities in close proximity to the city of Manhattan, but outside of Riley and Clay counties. However approximately 89% o the ____ adult clients served in 2023 actually resided within the city limits of Manhattan.

Based on the services your agency provides, describe the total volume of people/cases/visits/etc. your agency serves annually (i.e. if a person visits your facility or utilizes a program 5 times throughout the year, you can count that as 5 purposes of the following questions). *

Over the past 12 months RCCC clients have submitted approximately 3065 UA's.

When answering the following questions related to individuals, no duplication of the same person should occur (i.e. if a person visits your facility or utilizes a program 5 times throughout the year, they should only count as 1 individual for the purposes of the following questions).

Total number individuals served by agency (annually). *

195

Total number of individuals served through CSFAB-Special Alcohol funded programming only. *

141

Total number individuals served in Manhattan by agency (annually). *

170

Total number of individuals served in Manhattan through CSFAB-Special Alcohol funded programming only. *

127

Total number individuals served outside of Manhattan by agency (annually). *

25

Total number of individuals served outside of Manhattan through CSFAB-Special Alochol funded programming only. *

14

How does your agency define eligibility for social services provided by your agency that will utilize CSFAB-Special Alochol funds? *

Adult offenders assigned to RCCC are evaluated using risk/needs assessments to determine their appropriate level of supervision and necessary interventions. Offenders scoring moderate to high risk in the drug/alcohol domain on their assessment are automatically referred for drug/alcohol evaluations to determine if treatment is necessary. In addition, all offenders assigned to RCCC are required to submit to random drug/alcohol testing per our random drug testing policy.

List any staff positions supported with CSFAB-Special Alcohol funds. Please include title, percentage funded by CSFAB-Special Alcohol, and what percentage of time is committed to the program/service using the CSFAB funds. *

None

Regarding your agency's use of requested funds, explain your primary goals, action steps to achieve such goals, and measure/data to achieve such goals from your last complete fiscal year.

	Goal(s)	Action Steps	Measures
⊗	1. AISP will ensure 95% (M) of adult offenders who score moderate, high and very high in the drug/alcohol domain on the risk/need assessment will be referred for a drug/alcohol assessment and/or engaged in	Offenders assigned to RCCC are evaluated using risk/needs assessments to determine their appropriate level of supervision and any necessary interventions.	Offenders scoring moderate to high risk in the drug/alcohol domain on their assessment are automatically referred for drug/alcohol evaluations to determine if treatment is necessary.
⊗	2. AISP will ensure 100% of adult offenders assigned to RCCC will receive drug/alcohol testing in compliance with the random drug testing policy by December 31, 2024.	All adult offenders assigned to RCCC are tested per our random drug testing policy.	

Goal(s)	Action Steps	Measures
3. AISP will facilitate 100% of the Drug Court Team members participate in National and/or local Drug Court trainings by December, 2025.	All BJA grant recipients are required to attend national and/or local trainings annually.	

+ Add Item

Does your program/agency have any new goals for 2025 and how will they be measured? *

None

Please quantify the specific impact if 2025 funding is denied or reduced. *

If funding is denied or reduced, RCCC would be unable to provide drug testing and treatment services to over 195 serious felony offenders each year, which would negatively impact the safety of the city of Manhattan and surrounding areas.

Attach any additional documents that you deem necessary for your application, such as your most recent annual report, agency brochures, pictures, or other supplemental materials.

Upload

or drag files here.

The signatures below attest that:

- the information in this application is accurate;
- the signator has the authority to submit a funding request on behalf of their organization; and
- if Special Alcohol Funding is being requested, funds will be used as outlined in the application explicitly for uses as defined in [Kansas Statute No. 79-41a04](#).

Executive Director *

×

draw type

Date *

Submit

Save



COMMUNITY CORRECTIONS
Grant

Megan Lewis
Interim Community
Corrections Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

COMMISSION AGENDA REPORT

FROM: Megan Lewis, Riley County Community Corrections Interim Director

MEETING: August 5, 2024

SUBJECT: 2025 City Alcohol Grant Application

PRESENTER: Megan Lewis, Riley County Community Corrections, Interim Director

BACKGROUND

The City of Manhattan published *Request for Proposals* for funds made available through the city cigarette and alcohol tax dollars. Riley County Community Corrections has received City Alcohol dollars since 2011. These dollars go to pay for direct drug and alcohol services for clients.

DISCUSSION

Riley County Community Corrections is applying for the 2025 Special Alcohol Funds. Community Corrections Juvenile Services uses these funds to pay for random drug and alcohol testing, alcohol and drug evaluations and online alcohol and drug educational courses.

FISCAL IMPACT

Without these funds, we would not be able to assist our juvenile clients with the cost of these services related to drug and alcohol use.

We received \$4,300.00 for Juvenile Services in 2024, and are requesting \$5,750.00 for 2025.

RECOMMENDATION(S)

Approve the applications to be submitted to the City of Manhattan for funding consideration.

POSSIBLE MOTION(S)

Move to approve the applications to be submitted to the City of Manhattan for funding

consideration.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 2025 CSFAB Budget Form (XLSX)
- 2025 - City Alcohol Funding Application (PDF)

TOTAL REVENUE & EXPENSES FOR REQUESTING PROGRAM/AGENCY <i>All Financial Information Rounded to Nearest Dollar</i>		2023 Actual Fiscal Year:	2024 Budgeted Fiscal Year:	2025 Proposed Fiscal Year:	Percentage of Expense to be Funded by CSFAB Funds in 2025
Name of Agency: Riley County Community Corrections					
Public Support & Revenue - All Sources					
1 Allocation from Konza United Way	\$ -	\$ -	\$ -		
2 Contributions	\$ -	\$ -	\$ -		
3 Special Events	\$ -	\$ -	\$ -		
4 Legacies & Bequests (Unrestricted)	\$ -	\$ -	\$ -		
5 Contributed by Associated Organizations	\$ -	\$ -	\$ -		
6 Allocated by Other United Ways	\$ -	\$ -	\$ -		
7 Fees & Grants From City of Manhattan (General Fund: SSAB/CSFAB)	\$ -	\$ -	\$ -		
8 Fees & Grants From City of Manhattan (Alcohol Funds: SAFAC/CSFAB)	\$ 31,800.00	\$ 27,800.00	\$ 27,800.00		
9 Fees & Grants From City of Manhattan (ESG/CDBG)	\$ -	\$ -	\$ -		
10 Fees & Grants From Riley County / Pottawatomie County	\$ 72,468.65	\$ 113,264.90	\$ 130,621.93		
11 Fees & Grants from Foundations	\$ 126,065.00	\$ 193,083.58	\$ 86,064.51		
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<i>If other City funds will be requested, please be sure to explain how funds will not duplicate in your application.</i>					
13 Membership Dues	\$ -	\$ -	\$ -		
14 Program Services Fees & Net Incidental Revenue	\$ -	\$ -	\$ -		
15 Sales of Materials	\$ -	\$ -	\$ -		
16 Investment Income	\$ -	\$ -	\$ -		
17 Miscellaneous Revenue	\$ -	\$ -	\$ -		
18 TOTAL SUPPORT & REVENUE (Add 1 thru 17)	\$ 1,210,648.79	\$ 1,473,593.74	\$ 1,343,385.19		0.00%
Expenses					
19 Salaries	\$ 714,685.00	\$ 723,641.52	\$ 842,762.42		
20 Employee Benefits including insurance	\$ 213,985.00	\$ 251,674.63	\$ 284,309.95		
21 Payroll Taxes, etc	\$ -				
22 Professional Fees	\$ 161,519.08	\$ 171,682.66	\$ 184,542.28		
23 Supplies	\$ 14,038.27	\$ 16,189.34	\$ 13,034.82		
24 Telephone	\$ 6,759.32	\$ 6,426.00	\$ 7,165.00		
25 Postage & Shipping	\$ 155.23	\$ 170.00	\$ 131.00		
26 Occupancy	\$ -				
27 Rental & Maintenance of Equipment	\$ 2,161.27	\$ 3,520.00	\$ 7,551.00		
28 Printing & Publications	\$ 12,052.11	\$ 2,365.31	\$ 5,578.45		
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34 Miscellaneous	\$ 12,107.71	\$ 37,655.09	\$ 42,805.07		
35 Program Insurance	\$ -				
36 Insurance for Vehicles, Buildings, etc.	\$ 1,704.00	\$ 1,600.00	\$ 1,400.00		
37 TOTAL EXPENSES (Add 19 thru 36)	\$ 1,210,648.79	\$ 1,419,344.55	\$ 1,494,358.35		
38 Payments to Affiliated Organizations	\$ -	\$ 53,646.00	\$ -		
39 TOTAL EXPENSES FOR BUDGET PERIOD FOR ALL ACTIVITIES (37 + 38)	\$ 1,210,648.79	\$ 1,472,990.55	\$ 1,494,358.35		0.00%
40 EXCESS (DEFICIT) OF TOTAL SUPPORT & REVENUE OVER EXPENSES (18 - 39)	\$ -	\$ 603.19	\$ (150,973.16)		
41 Depreciation of Buildings & Equipment	\$ -	\$ -	\$ -		
42 Major Property/Equipment Acquisition (\$1,000+)	\$ -		\$ -		



2025 Community Support Funds Advisory Board Funding Application

Funding request for January 1 - December 31, 2025. If an applicant is requesting 2025 funding from both the Socials Services Fund and the Special Alcohol Fund, two applications must be completed.

Applicants must complete a separate 2025 budget form and attach to this application. This form can be found on the City's website here: [2025 CSFAB Budget Form Attachment](#)

Completed Budget Form *



[2025 CSFAB Budget Form.xlsx](#)

25.7 KB



Organization Name *

Riley County Community Corrections

Name of specific organization program seeking funding (if applicable)

Juvenile Services

Contact Person *

Megan

Lewis

Address *

115 North 4th Street 2nd floor

Address Line 2

Manhattan

Kansas



66502

Phone *

(785) 565-6810

Email *

mlewis@rileycountyks.gov

Website or Social Media

<https://www.rileycountyks.gov/163/Juvenile-Services>

Attachment: 2025 - City Alcohol Funding Application (14953 : 2025 City Alcohol Grant Application)

Requested Funding Source *

Special Alcohol Fund

**2025 Funding Request: ***

\$5,750.00

Total Operating Budget for Year 2025: *

\$1,494,358.35

% of total budget from CSFAB-Special Alcohol Funds for Year 2025: *

0.00%

Special Alcohol Funding Category - 2025 Request

Breakdown your 2024 funding request how much will be used for: prevention, education, treatment, and/or intervention.

	Category	2025 Amount
☐	Education	\$4,000.00
☐	Intervention	\$1,250.00
☐	Treatment	\$500.00

[+ Add Item](#)**Please share the overall agency or program mission. ***

The mission of Riley County Community Corrections is, "dedicated individuals working collaboratively to provide evidence-based practices and promote probationer success."

Briefly explain the social challenges or problems this agency and/or program addresses. *

The problems that will be addressed by monies from the Special Alcohol Funds in all three programs (Juvenile Intake & Assessment, Youth Court Immediate Intervention Program and Juvenile Intensive Supervision Probation) are problems that encompass substance use, substance abuse, and dependence issues. Examples include youth age 10-17 arrested for Minor in Consumption or Possession of Alcohol, Possession of Marijuana, Possession of Drug Paraphernalia, and Possession of Opiates.

Explain in a budget narrative how CSFAB funds will be used for the organization and any specific program if applicable. If you applied for funding in 2024 and are requesting an increase, please explain why. *

The specific services that the City's Special Alcohol Funds will be used to support include: drug and alcohol evaluations, drug and alcohol counseling, Alcohol and Drug Information School, on-line classes through 3rd Millennium (Under the Influence, Marijuana 101, and Alcohol-Wise) and drug and alcohol testing.

What geographical area does your agency provide services to? If you serve a regional area larger than the City of Manhattan, explain your rationale for the amount of funding you are seeking from the City. *

Riley County Community Corrections serves the 21st Judicial District made up of Clay and Riley Counties. We serve all youth who have law enforcement contact in both Clay and Riley Counties. However, the funds obtained from the City's Special Alcohol Fund will only be used on services for youth who reside in Manhattan, Kansas.

We also supervise juvenile offenders assigned to our programs from the District Court in both counties, however only those assigned out of the Riley County District Court would be eligible for services through this source of funding.

Based on the services your agency provides, describe the total volume of people/cases/visits/etc. your agency serves annually (i.e. if a person visits your facility or utilizes a program 5 times throughout the year, you can count that as 5 purposes of the following questions). *

Approximately 175 children & youth ages 0 to 17 are served through Juvenile Intake & Assessment Services

Approximately 125 youth ages 10 to 17 are served through Youth Court Immediate Intervention Program. These 125 youth are seen 1X/month X 4 months minimum=500 youth contacts.

Approximately 30 youth ages 10 to 17 are served through Juvenile Intensive Supervision Program/Pretrial Program. These 30 youth are seen 1X/week X 52 weeks minimum= 1560 youth contacts.

Approximately 100 drug tests are completed on these youth annually

Total youth + youth contacts + drug tests= 2,335

When answering the following questions related to individuals, no duplication of the same person should occur (i.e. if a person visits your facility or utilizes a program 5 times throughout the year, they should only count as 1 individual for the purposes of the following questions).

Total number individuals served by agency (annually). *

236

Total number of individuals served through CSFAB-Special Alcohol funded programming only. *

48

Total number individuals served in Manhattan by agency (annually). *

90

Total number of individuals served in Manhattan through CSFAB-Special Alcohol funded programming only. *

41

Total number individuals served outside of Manhattan by agency (annually). *

41

Total number of individuals served outside of Manhattan through CSFAB-Special Alcohol funded programming only. *

7

How does your agency define eligibility for social services provided by your agency that will utilize CSFAB-Special Alcohol funds? *

Youth's substance use needs are assessed using formal validated risk/need assessments. The risk/need assessments assess for drug and alcohol use as a specific domain. We also utilize the criminal offense for which they are charged to determine the need for services.

List any staff positions supported with CSFAB-Special Alcohol funds. Please include title, percentage funded by CSFAB-Special Alcohol, and what percentage of time is committed to the program/service using the CSFAB funds. *

No staff positions are supported with CSFAB-Special Alcohol Funds.

Regarding your agency's use of requested funds, explain your primary goals, action steps to achieve such goals, and measure/data to achieve such goals from your last complete fiscal year.

Goal(s)	Action Steps	Measures
⊗ YCIIP will maintain the number of youth on IIP having no new arrest upon completion by maintaining at least 90% no new arrest completion rate by December 31, 2025.	Provide effective practices in corrections services to each youth assigned to YCIIP. Provide best practice referrals to services based on youth's risk and needs.	Juvenile arrest data YCIIP completion data
⊗ YCIIP will maintain the number of youth successfully completing IIP of at least 95% by December 31, 2025.	Provide effective practices in corrections services to each youth assigned to YCIIP. Provide best practice referrals to services based on youth's risk and needs.	YCIIP successful completion data YCIIP unsuccessful completion data
⊗ JISP youth placed on probation for a drug/alcohol related offense, or who submit a test positive for an illegal substance, 95% will be referred to complete a D/A Evaluation by December 31, 2025.	Conduct updated risk/need assessments throughout probation. Provide referrals to services based on youth's risk and needs.	Juvenile arrest data # of services referred # of drug tests # of positive drug tests # of negative drug tests

+ Add Item

Does your program/agency have any new goals for 2025 and how will they be measured? *

We do not have any new goals for 2025.

Please quantify the specific impact if 2025 funding is denied or reduced. *

If we do not receive Special Alcohol Funds, we will be unable to pay for the cost for drug/alcohol assessments, drug and alcohol counseling, drug/alcohol education courses or provide intervention random drug testing.

Attach any additional documents that you deem necessary for your application, such as your most recent annual report, agency brochures, pictures, or other supplemental materials.

Upload

or drag files here.

The signatures below attest that:

- the information in this application is accurate;
- the signator has the authority to submit a funding request on behalf of their organization; and
- if Special Alcohol Funding is being requested, funds will be used as outlined in the application explicitly for uses as defined in [Kansas Statute No. 79-41a04](#).

Executive Director *

×

draw type

Date *

Submit

Save



HEALTH DEPARTMENT
Grant

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

COMMISSION AGENDA REPORT

FROM: Breva Spencer, MCH
MEETING: August 5, 2024
SUBJECT: RCHD request for approval to apply for a MHA Grant
PRESENTER: Julie Gibbs

BACKGROUND

Memorial Hospital Association, Inc. is a not for profit corporation organized and existing under the laws of the State of Kansas, for the purpose of funding health and wellness services for the people of Riley County, Kansas, and the surrounding area. The Corporation must use its available funds not for profit purposes or for purposes related to the improvement of health and wellness, with a particular emphasis on improving the health of the poor and vulnerable. MHA is accepting grant applications for October 1 - Sept 30.

DISCUSSION

The Health Department has received funds from MHA for the past eight years. The 2020 request will support the implementation of an effective prenatal education series titled "Becoming A Mom (BaM)" /Comenzado bien. Developed by the March of Dimes, the goal of BaM is to reduce low birthweight and preterm birth. Since August 2014 trained and experienced RCHD nurses and social workers have implemented BaM, a series of six (6) classes for pregnant mothers and fathers in Riley County. Topics include the basics of pregnancy, healthy eating and nutrition, labor and delivery, feeding babies, basic infant care, and postpartum expectations. Classes are free and open to the public.

Mothers and infants are then referred to participate in postpartum Maternal and Infant (M&I) services once the infant is born. The MCH Nurse will provide postpartum education and support up to a year after baby is born, either in the office or in the

family's home. Families receive important developmental screening (Ages and Stages Questionnaire(R) screening) and screening for Postpartum and Mood and Anxiety Disorders (the Edinburgh Postnatal Depression Scale).

Mothers and families are also referred to participate in an intensive home-visiting program designed for families with children ages 0-5. RCHD implements an evidence-based program, Promoting Maternal Mental Health (PMMH) and Promoting First Relationships (PFR). The focus is on nurturing parental resiliency, advancing individual and family functions, and enabling parents to construct protective buffers around their children.

Finally, funding will support immunizations for uninsured adults that participate in health department services including BaM. Though RCHD participates in a federal program called Vaccines for Children (VFC), which covers the cost of vaccines for uninsured children, uninsured adults are not eligible for the VFC program, leaving them without adequate access to vaccines. Even the cost of a vaccine administration fee for VFC-eligible children may be a luxury that not everyone can afford. The most recent US Census Bureau American Community Survey (2022) estimates that 22.7% (+/-4.2%) of all Riley County residents are living in households under the Federal Poverty Level, while 6.9% (+/- 2.6%) of Riley County residents are currently uninsured. Reducing out-of-pocket costs for vaccination is an evidence-based strategy to improve immunization rates by reducing barriers to services. Thus, Riley County Health Department staff will utilize funding to offer lifesaving vaccines to community members at risk of developing illness due to the inability to pay.

FISCAL IMPACT

No impact to the county as the MCH program will utilize the funds as they receive them from MHA.

RECOMMENDATION(S)

I recommend the BOH approve the request to apply for \$30,000 from the Memorial Hospital Association to be used to support the implementation of MCH prevention and education services.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

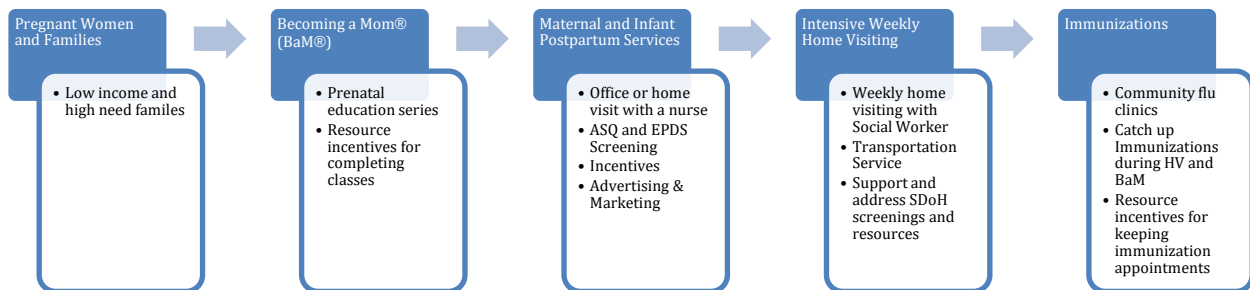
Enclosures:

- 2024 MHA Application (002) (PDF)

August 1, 2024

Dear Memorial Hospital Association Board Members,

I am writing to request your consideration of a proposal from the Riley County Health Department (RCHD) for \$30,000 to support the implementation of comprehensive prevention and education services for high-need pregnant women and their families. Services include the March of Dimes Becoming a Mom/Comenzando bien® (BaM/Cb®) prenatal education series, (\$8000), Maternal and Infant postpartum services (\$6000), Intensive Weekly Home Visiting (\$4,000), advertising cost (\$3000) and immunizations (\$9000). The goals of this proposal and the RCHD mission (*Healthy People in a Healthy Community*) align with the mission and the vision of the Memorial Hospital Association to fund health and wellness services for the people of Riley County.



Becoming a Mom/Comenzando bien® (BaM/Cb)

BaM/Cb® is an effective prenatal education service developed by the March of Dimes (MOD) with a goal of reducing low birthweight and preterm birth. Since August 2014, trained and experienced RCHD nurses and social workers have implemented BaM/Cb®, a series of six (6) classes for pregnant persons in Riley County. Topics include the basics of pregnancy, healthy eating and nutrition, labor and delivery, feeding babies, basic infant care, and postpartum expectations. Classes are free and open to the public. BaM/Cb® participants are among the most vulnerable in our community. Relative to the Riley County population, participants are disproportionately Hispanic (19%) and Asian (17%), unemployed (50%), single parents (22%), and speak a language other than English at home (19%). From August 2023-July 2024, staff taught 91 BaM/Cb® classes with a total of 881 participants, which includes 88 Spanish speaking clients. During this period, 195 participants completed the entire six class series, which is due in part to the incentives provided by the Memorial Hospital Association grant funds to those who complete all six classes. This is an increase of 72 participants from 2022-2023. The classes are offered in a hybrid format, virtually or in-person. Additionally, classes are taught in English and Spanish. To ensure full participation during virtual class, the attendee must have their video on (unless

there is an extenuating circumstance) as well as complete a brief survey at the end of each class and include the “code word” provided by the instructor during the class. The hybrid format decreases barriers, such as childcare and transportation.

Trends in county-level health data and program evaluation data suggest improvements in maternal health behaviors and infant health outcomes over the period in which BaM/Cb® has been implemented. An outcome evaluation of BaM/Cb® class participants was conducted in collaboration with the Kansas Department of Health and Environment (KDHE). Participants showed an 85% increase in prenatal knowledge during pre and post surveys. This is up 25% from the previous year. Participants feedback reported on the *BaM/Cb® Completion Survey* are excellent or good. BaM/Cb® clients also experienced lower smoking rates, increased breastfeeding rates, and initiated prenatal care earlier than non-BaM/Cb® clients. In Riley County, 92.5% of BaM/Cb® participants delivered 39 weeks or after compared to 67.4% of County births. Additionally, the change in participants knowledge of resources for depression and/or anxiety from before and after participation has increased significantly from the pre-test (59%) to the post-test (96%). These outcome measures reinforce the importance of prenatal education and early prenatal access as an important role in improving the health and maternal health of mothers and babies.

Funds (\$8000) will provide class supplies, program materials, and incentive items to the expecting parent(s) for completing the class series. Program incentives include items essential for the health, safety, and wellness of infants. The primary focus is to provide items the participants might otherwise be unable to afford, such as, diapers and wipes, portable cribs (Pack and Plays) for the optimum safe sleep environment, car seat to ensure infants are transported safely, infant monitors with a room thermometer, breastfeeding covers, first aid kits to care for baby, or other needs as identified by the nurse or social worker.

Maternal and Infant (M&I) Postpartum Services

Mothers and infants are referred to participate in postpartum Maternal and Infant (M&I) services once the infant is born. The M&I Nurse will provide postpartum education and support up to a year after the infant is born, either in the office or in the family’s home. An important part of the M&I service is the Ages and Stages Questionnaire® (ASQ) screening. The M&I Nurse completes a screening at one month, three months and five months of age for each infant. Providing ASQ screenings at an early age is an effective, efficient way for professionals to assess an infant’s development, help parents celebrate their infant’s milestones, know what to look for next, and determine whether follow-up steps or referral for additional services is needed. It’s an essential first step toward identifying children with delays or disorders in the critical early years, *before* they start school. Studies have shown the earlier a delay is recognized, and intervention is begun, the better chance of substantial improvement. Developmental screening is one of the best things you can do to ensure a child’s success in life. Additionally, Postpartum Mood and Anxiety Disorders (PMADs) can affect one in seven women in the first year after giving birth. Education, awareness, screening and risk prediction, as well as support and treatment, especially in the first six months postpartum can improve the health and well-being of the client which is critical to ensure optimal infant development. When untreated in a primary caregiver, PMADs adversely affect parental cognitions and beliefs, attachment to the infant, and the growing caregiver-infant relationship. PMADs affect early developmental outcomes of infants including neurosynaptic development, regulatory development, and developmental milestones. To address PMADs, the M&I

Nurse will also provide education, Edinburgh Postnatal Depression Scale (EPDS) screening, and support and linkage to care during postpartum M&I appointments. Providing families with small incentives can serve as a motivator for behavior change and encourage participation.

Funds (\$6000) will support critical resources for families that attend three postpartum M&I appointments in which ASQs will be completed. Resources are designed to reduce environmental stressors and includes one package of diapers per appointment (1 package (32ct) = \$20). An interpreter is available for Spanish-speaking clients. August 2023 - July 2024, the program served 247 postpartum clients for a total of 394 visits.

Intensive Weekly Home-Visiting

Mothers and families are then referred to participate in an intensive home-visiting program designed for families with children ages 0-5. From July 2023 - June 2024, 371 family members/clients actively participated in program services for a total of 792 home visits. This year there was a total of 121 new program participants, with a large majority speaking Spanish only. An evidence-based curriculum, Promoting Maternal Mental Health (PMMH) and Promoting First Relationships (PFR) is utilized with all families along with case management, education, and support from the MCH Social Worker or MCH Bilingual Navigator. Improving overall outcomes for children and families begins with discussion and development of SMART goals, achievable tasks and re-visiting progress on a regular basis with the understanding goals or tasks may need to be modified or changed. The weekly home visits are with a Licensed Social Worker and/or MCH Bilingual Navigator for case management services and Spanish interpretation is provided as needed. The curriculum focuses on nurturing parental resiliency, advancing individual and family functioning, and enabling parents to construct protective buffers around their children. Additionally, all MCH families are screened for Social Determinants of Health (SDoH) using a screening tool. Many families report a barrier in their ability to purchase necessities, which then affects a wide range of health, functioning and quality of life outcomes and risks. Additionally, SDoH contributes to wide health disparities and inequities. For example, people who don't have access to affordable healthy food options are less likely to have good nutrition. The Office of Health and Human Services' Healthy People 2030 have an increased and overarching focus on SDoH. Therefore, grant funds will be used to address SDoH needs such as ensuring access to healthy protein rich foods, transportation, barriers around access and payment for mental health services and prescribed medications, household bills and home safety devices/items to ensure the health and safety of children. This past grant year, the MCH program partnered with the Hy-Vee Nutritionist and purchased "Simple Fix" meals for each weekly home visiting family. The meals are prepped, easy to cook, full of healthy whole foods and able to be stored for use later. The meals come with a meal prep/cooking guide for families to use at any

time in the future. The feedback from families has been very positive and one family reported it's the first healthy meal they've had in months. Many families were excited and expressed gratitude when they received another "Simple Fix" meal in November 2023.

Funds (\$4000) will provide a similar "Simple Fix" meal around Thanksgiving 2024. The Hy-Vee Meals will promote health and nutrition, foster family focused routines at mealtime and support growth, development, activity, and good eating habits for children. Additionally, SDoH needs will be addressed, as appropriate to support clients with necessities, such as household bills, transportation, home safety devices/items, etc.

Advertising and Marketing

To increase participation among high risk, high need members of our community, funding (\$3000) will support advertising to vulnerable populations. Funding will support advertising for both the BaM/Cb® and Maternal and Child Health (MCH) programs. Advertising strategies include a television advertisement for the BaM/Cb® classes and the MCH program on Cox Media Streaming Networks, boosting Facebook posts, waiting room videos, advertising in local magazines and brochures.

Immunization Services

In addition to BaM/Cb® classes, maternal and infant services, and home visiting, this request will offset the cost of vaccine administration fees (\$20-22 per vaccine) for vulnerable, uninsured children and adults to help prevent the spread of communicable diseases. Previous studies indicate Riley County does not meet the national Healthy People 2020 goal for required school entry immunizations. The COVID-19 pandemic has worsened these already insufficient rates as outpatient healthcare services decreased significantly during the COVID-19 pandemic and have yet to return to pre-pandemic form. Fortunately, vaccines are among the most cost-effective public health interventions as they can prevent school and work absenteeism, physician visits, and hospitalizations. However, healthcare providers cite inadequate insurance coverage and concern about the cost of vaccines as reasons families forgo immunizations. Though RCHD participates in a federal program called Vaccines for Children (VFC), which covers the cost of vaccines for uninsured children, uninsured adults are not eligible for the VFC program, leaving them without adequate access to vaccines. Even the cost of a vaccine administration fee for VFC-eligible children may be a luxury that not everyone can afford. The most recent US Census Bureau American Community Survey (2022) estimates that 22.7% (+/-4.2%) of all Riley County residents are living in households under the Federal Poverty Level, while 6.9% (+/- 2.6%) of Riley County residents are currently uninsured. Reducing out-of-pocket costs for vaccination is an evidence-based strategy to improve immunization rates by reducing barriers to services. Thus, Riley County Health Department staff will utilize funding to offer lifesaving vaccines to community members at risk of developing illness due to the inability to pay. Of these lifesaving immunizations, two notable inclusions are influenza and Tdap (whooping cough) vaccines. The Centers for Disease Control and Prevention and Advisory Committee on Immunization Practices recommend that mothers and adult caregivers receive these vaccines. Whooping cough, also known as pertussis, poses a serious risk to newborns. Likewise, due to alterations in immunity, pregnant women may suffer from severe influenza, negatively impacting the infant. Mothers vaccinated against influenza and pertussis during pregnancy gain protective responses for themselves and can pass on antibodies to unborn babies. Though only two

vaccines are highlighted in this application, finances will cover the administration fees for all childhood vaccines, including MMR and hepatitis B.

Overall, this proposal reflects a package of comprehensive services to assist vulnerable families before, during and after pregnancy and into childhood. We appreciate any level of support for providing important prevention and education services.

Thank you for your consideration,

Breva Spencer, LBSW

Breva Spencer, LBSW
Maternal and Child Health Supervisor
Riley County Health Department

Attachment: 2024 MHA Application (002) (14952 : RCHD request for approval to apply for a grant)



PLANNING & DEVELOPMENT
Staff Update

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

COMMISSION AGENDA REPORT

FROM: Amanda Webb, Planning Director

MEETING: August 5, 2024

SUBJECT: Planning & Development - Staff Update

PRESENTER: Amanda Webb, Planning Director

Enclosures:

- June_July PD Update (PDF)
- Staff Update August (PDF)



PLANNING & DEVELOPMENT ENVIRONMENTAL HEALTH

Date: August 5, 2024

To: Riley County Board of County Commissioners

From: Amanda Webb, Planning & Special Projects Director

Re: Planning & Development June & July 2024 Staff Report

Keats Sewer Benefit District

- The Kansas Water Office awarded a \$359,100 Technical Assistance Grant to the Keats project. The first quarterly report was submitted July 30, 2024.
- The Kansas Water Office has opened a second round of the Water Projects grant. We applied for this funding during the first round, the same time that we applied for the Technical Assistance grant. We were not awarded the Water Projects grant in the first round and will apply for this upcoming second round. Applications are due September 6, 2024.
- Kansas Department of Health & Environment awarded Keats/Riley County a \$2,537,790 grant for infrastructure/construction as part of the Small Town Water and Sewer Infrastructure Assistance Grant program. I've provided additional requested information to KDHE and am awaiting the grant agreement.
- With the \$800,000 ARPA funds the BOCC allocated to the Keats project, we currently have \$3,696,890 in identified funding.
- The USDA required Environmental Assessment is ongoing. KSHS requested a Phase II Cultural Survey. Buried Past submitted the cultural survey in June with a recommendation to proceed. The report has been transmitted to the necessary review agencies. The 30-day review period ends August 15, 2024.
- Results from the geotechnical evaluation revealed a higher-than-expected groundwater table. Based on that, BG Consultants discussed options with KDHE, and to continue utilization of the identified location, have proposed an impermeable HDPE liner which will require irrigation and potentially enhanced mechanical evaporation. The HDPE liner will allow the county to acquire a variance to reduce the required separation from groundwater.
- BG Consultants Engineering/Design agreement will be before the BOCC for approval on August 5, 2024.
- Both Commissioner Focke and I have spoken with several Keats community members. We would like to be back out in the Keats community for a public meeting in the fall.
- Riley County entered into an option agreement for the land adjacent to Keats Park to perform the necessary soil testing. The actual purchase (transfer of ownership) will only occur if the testing outcomes and funding options for the project come back favorable. The signed agreement was provided to residents after a written open records request was submitted.
- We continue to seek additional funding opportunities.

Attachment: June_July PD Update (14948 : P&D Staff Update)

- Residents have started their own community webpage for the sewer district. We've been keeping in contact with a handful of Keats residents who serve as designated "liaisons" between county staff and the rest of the community.
- We have created a Riley County webpage for the Keats project:
www.rileycountys.gov/2062.

Solid Waste Management Committee/Fair Booth:

- Participated in the Riley County Fair – July 25 – July 29
- Thank you to the Solid Waste Management Committee members who were able to staff the booth!
- We had a prime spot behind Casement Barn, directly adjacent to the pony rides, and just up from where tickets are sold for the rodeo.
- KDHE provided a ton of swag that was very popular – sincere appreciation to them!
- We offered battery recycling stickers, brochures, and stormwater brochures.
- Unmissable identifying signage.
- Recycling/trash sorting game – a fun activity that both kids and adults enjoyed.
- Crushed can cube – guess the number of cans! This was very popular with kids and adults alike!





Comprehensive Plan update:

- Presented to the intergovernmental group in July.
- The BOCC has allocated a total of \$150,000 towards consultant services for this project.
- Working to finalize consultant contract.
- Once the consultant is on board, we will update the scope of work and tentative timeline. I have pushed the proposed completion date to June 30, 2025.
- We will also reconvene the full Comprehensive Plan Committee.
- Meeting biweekly with Vivienne for public outreach.
- The logo, title, and tagline survey remains available on the website at www.rileycountyks.gov/plan.

Strategic Planning:

- Working with Shockey Consultants.
- Retreat scheduled for a full day on September 25, 2024
 - Working on a location and food options
- Consultant continuing interviews of all participants
- Consultant reviewing background information
- Retreat Team will reconvene with consultant in mid-August

LEPP Grant:

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

- The BOCC supported by consensus the information sheet and application created by staff. They also supported the review process.
- We will accept applications now through October 4, 2024. Applications will be ranked by need, applicant income, and severity of failure.
- We will open additional application windows until all the money is expended.
- The information sheet and application will be sent directly to several property owners with known failures who've told us they cannot afford to fix the issue.

- The information sheet and application will be posted on our website and provided to all licensed contractors to help notify property owners of this opportunity.

Planning:

- Discussed review authority and development review procedures with the BOCC in June.
- At their June 10, 2024 meeting, Riley County Planning Board/Board of Zoning Appeals:
 - Held a public hearing to consider the request of Lynn Blecha to rezone a parcel of land from Agriculture to Planned Unit Development and plat the parcel into three (3) lots. The Planning Board made an affirmative recommendation to the Board of County Commissioners who approved the request during their July 1, 2024 meeting.
 - Discussed proposed Land Development Regulation amendments.
 - Received a Comprehensive Plan Update report.
- At their July 8, 2024 meeting, the Riley County Planning Board/Board of Zoning Appeals:
 - Held a public hearing to consider the request of Steve Butler for two variances: reduction of the front yard setback requirement and a reduction of the required separation distance between an accessory structure and principal structure. The Riley County Board of Zoning Appeals approved both requests.
 - Held a public hearing to consider the request of Riley County Rural Water District #1 for a Special Use Authorization for the construction, operation, and maintenance of a 300,000-gallon water tower. The Planning Board forwarded an affirmative recommendation to the Board of County Commissioners who approved the request during their July 25, 2024 meeting.
- On June 27, 2024, the Manhattan Urban Area Planning Board discussed additional proposed Riley County Land Development Regulation amendments.
- On July 11, 2024, MUAPB considered a request by Phillip and Kim Richards to replat lots 59A and 59B of the Sam N. Rogers Subdivision together into a single lot. They forwarded a recommendation to the Board of County Commissioners who approved the request during their July 22, 2024 meeting.
- At the August 12, 2024 meeting, RCPB will:
 - Hold a public hearing to consider the request by Justin & Mary Brock to rezone an unplatted tract of land from Single Family Residential to Planned Unit Development to allow a landscaping business and single-family residence.
 - Hold a public hearing for proposed LDR amendments.
- At the August 8, 2024 meeting, MUAPB will:
 - Hold a public hearing for proposed Land Development Regulation amendments.
- There are several Land Development Regulation amendments we will work through this year. Staff has prioritized items to address and created a corresponding calendar for both the Riley County Planning Board and the Manhattan Urban Area Planning Board. All final decisions will be made by the BOCC.
 - Both the Manhattan Urban Area Planning Board and the Riley County Planning Board held work sessions in June for the second portion of proposed amendments. Public hearings before both boards will occur in August.
 - The amendments will be before the BOCC for review in September.

Miscellaneous:

- I am out of the office October 21 - November 5.
- KSNT interviewed me for procedural information for the Every substation special use authorization.

Battery recycling educational program:

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

New permit software implementation:

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

Also attended/participated in:

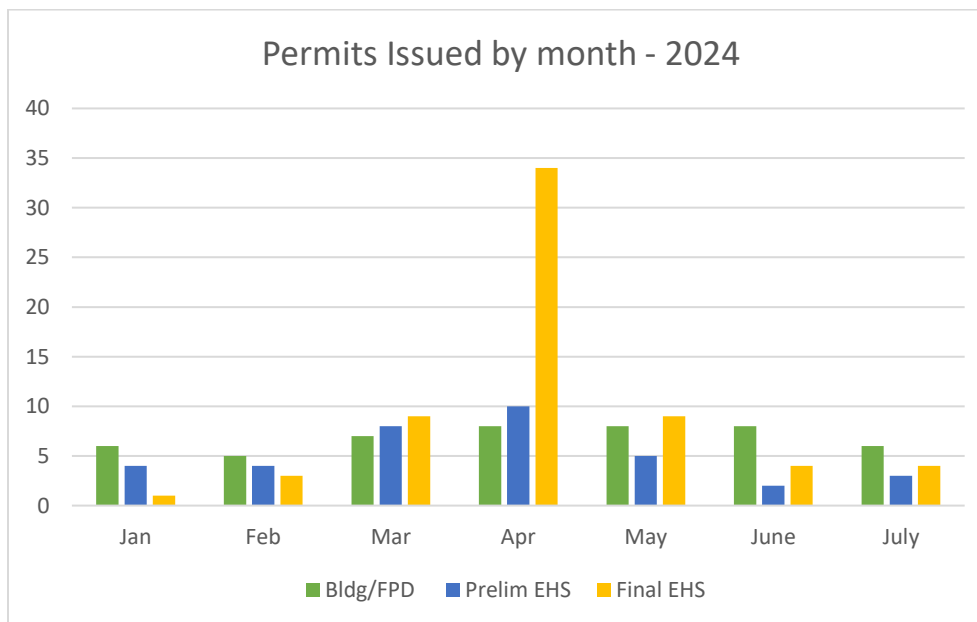
- FHMPO TAC
- Grants discussions w/ Witt O'Briens
- Employee training committee
- Department Head meetings
- Budget & Planning committee
- Flint Hills Wellness Coalition - housing workgroup
- EM/PD/PW coordination meetings
- CDBG Third Thursday
- Legal roundtable meetings
- BOCC budget work sessions
- County officials luncheon
- Downtown Manhattan Inc
- Intergovernmental luncheons
- DAF training with HR

June 2024 permits issued:

Building/Sign permits:	8
Floodplain development permits:	0
Environmental Health Permits (Preliminary Approval)	2
Environmental Health Permits (Final/Use)	4

July 2024 permits issued:

Building/Sign permits:	6
Floodplain development permits:	0
Environmental Health Permits (Preliminary Approval)	3
Environmental Health Permits (Final/Use)	4



Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
Long Range Planning						
Comprehensive Plan Update	Amanda Webb & Bob Isaac	Vision 2025 adopted in October 2009 and is need of an update. Held committee kickoff meeting, created survey, issued RFQ with no responses. Community meetings complete. Survey closes December 1. Year to date report to BOCC on December 18th. Presented at community meeting in Leonardville on January 17th. Full committee reconvened on February 13th. Issued RFQ April 5 with due date of May 3. Interviewed Stantec and Olson Associates and selected one.	Monthly BOCC updates on-going. BOCC allocated \$150K for consultant services. Consultant contract negotiations underway.	11/1/2021		6/30/2025
Keats Sewer District	Amanda Webb & Ben Hamill	Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Geotech complete. Awarded KWO Technical Assistant Grant. Awarded KDHE infrastructure grant \$2.5m, awaiting grant agreement. Lagoon will have to be lined which will require irrigation and potential evaporation in the future. Cultural survey report complete and under review by state agencies.	Working on the environmental assessment required per USDA. Will apply for KWO Water Projects grant 2nd round. Bring BG Design Contract to BOCC on August 5.	11/1/2014		12/30/2024
NG911 - Private Road Naming	Amanda Webb & Lisa Daily	NG911 Committee meeting scheduled for 2/13/2023 to discuss property owners on Boller Road using wrong numbers for their address. Discussed a property owner who applied for a building permit in which there are two tracts of land involved. Driveway is one tract and there the proposed building will be on the other tract which will create a private road. Planning & Development is to contact the property to start the process for the private road name and will assess the \$100.00 road name fee. Property owner decided to look to build elsewhere. Emergency Responders on NG911 Committee agreed to common sense exception and to address the Ashland fire station off of McDowell Creek Road. NG911 meeting was held and the committee agreed for GIS to contact property owners to approve the use of the 12865 and 12869 Boller Rd. Committee met 2/9/2024. Emergency services and the committee want to pursue naming and renumbering Anderson Lane. BOCC didn't approve the renumbering portion of the request in 2020.	Schedule BOCC meeting to seek support for naming and renumbering Anderson Lane.	8/1/2015		8/31/2024
Develop Riley County - historic land use changes in Wildcat Creek Watershed	Darrin Hobbs	Information gathering from NASA complete for report. Report has been finalized. Waiting for end product.	Present report to all participating entities.	6/1/2020		12/31/2024
Regulations						
Land Development Regulation Amendments	Amanda Webb & Bob Isaac	Staff is organizing specific amendments and arranging discussions with planning boards. Discussions were held 3/11/24 with RCPB and 3/28/24 with MUAPB. First amendents public hearings are 5/9/24 with MUAPB, 5/13/24 with RCPB and 5/23/24 with BOCC. Part 1 approved. Updates made to regulations and resolution published.	Part 2 underway - public hearings before RCPB & MUAPB in August.	01/01/2024		12/31/2024
Grants						
Keats Sewer District	Amanda Webb	Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Geotech complete. Awarded KWO Technical Assistant Grant. Awarded KDHE infrastructure grant \$2.5m, awaiting grant agreement. Lagoon will have to be lined which will require irrigation and potential evaporation in the future. Cultural survey report complete and under review by state agencies.	Working on the environmental assessment required per USDA. Will apply for KWO Water Projects grant 2nd round. Bring BG Design Contract to BOCC on August 5.	TBD		12/30/2024
Local Environmental Protection Program (LEPP)	Amanda Webb	KDHE grant for low income property owners to repair or replacement private wastewater systems. Grant period July 1, 2024 through June 30, 2025. KDHE awarded grant; waiting for funding.	Discussing application/review process with BOCC on 7/29. Then will open application window.	01/01/2024		06/30/2025
Current Planning						
Butler - Variance	Bob Isaac	Process application for front yard setback.	Variance approved by BZA	5/28/2024		7/8/2024
Butler - Variance	Bob Isaac	Process application to reduce building setback of an accessory building from a principal building.	Variance approved by BZA	5/28/2024		7/8/2024
Richards - Replat	Bob Isaac	Process application.	Plat recorded with Register of Deeds	5/30/2024		7/11/2024
Evergy - Special Use	Bob Isaac	RCPB recommended denial. Applicant has requested twice to reschedule BOCC hearing.	Conduct BOCC hearing.	2/28/2024		9/12/2024
Land Development Regulation Amendments	Bob Isaac	MUAPB, RCPB and BOCC approved Part 1. Planning Board discussions of amendments for Part 2 have taken place.	Conduct public hearings before RCPB and MUAPB.	3/28/2024		8/31/2024
Blecha - Plat & Rezone	Bob Isaac	RCPB approved; BOCC approved.	Applicant must build road then file plat.	4/29/2024		10/1/2024
RWD #1 - Special Use	Bob Isaac	RCPB recommended approval.	Conduct BOCC hearing.	5/28/2024		7/8/2024
Brock - Rezone from SF-2 to PUD	Bob Isaac	Process application.	Conduct public hearing RCPB.	8/12/2024		8/31/2024
Permits						
21-0146-MRWW Worrel	Ben Hamill & Bryant Parker	Application received and inspection completed. Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received. Met with Mrs. Worrel, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Sanitary Code Violation 21-0038.	Sent a letter on April 12, 2023 requesting they call to set up appointment. To date, no response from Worrell's. Send new letter with LEPP grant application to Worrels.	07/08/2021		08/31/2024
23-008-ACC Klein (15120 Green Randolph Rd)	Darrin Hobbs & Ben Hamill	Application received and processed. Notified property owner that septic tank needs pumped.	Waiting on pumping report. I have contacted the owner and have not received pumping report or a plan of action yet.	04/13/2023		08/30/2024
23-009-ACC Savener (1299 S Manhattan Ave)	Darrin Hobbs	Application received and processed. Property owner has applied for floodplain development permit.	Property owner needs to raise structure 1 additional foot, and submit updated elevation certificate. I have spoken to the property owner regarding this and he is aware.	04/21/2023		08/30/2024
23-022-MISC Reasoner (2961 Keats Ave)	Darrin Hobbs & Ben Hamill	Application received and processed. Notified property owner that septic tank needs pumped. Waiting on pumping report. Ben has called and left message for property owner. Property owner has not returned call.	Proceed with Sanitary Code violation. Friendly letter sent 12/6/23. Send notice of violation. I have visited the property and no construction has happened.	09/15/2023		08/30/2024
23-026-MISC Savener (1299 S Manhattan Ave)	Darrin Hobbs	Application received and processed.	Site inspection completed. Structure is a dog house. Looking into FP stuff. Needs to wetproof.	10/20/2023		8/30/2024

Attachment: Staff Update August (14948 : P&D Staff Update)

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
23-050-ACC Connet (3761 Akin Rd)	Darrin Hobbs & Ben Hamill	Applied to build an accessory building with a wash bay. Will have separate wastewater system for the accessory building. At this time, property owner doesn't know where he wants to put the system. There is not a current pumping report for the home. Property owner said tank was pumped within 5 years by previous owner, looking to see if pumping report can be found.	Need Soil Profile Application and Pumping Report. Send friendly letter. I have visited the property and there hasn't been any construction started.	11/14/2023		08/30/2024
23-023-OPWS Fowler (6825 Summit Ridge Dr)	Ben Hamill	On site well collapsed. Doesn't meet state setback requirements. Contacted KDHE and requested variance. Variance was approved. Issued preliminary approval 1/26/2024. Well drilled was dry, driller and property owner looking at second location for well.	Contact property owner to find out if second well was drilled. Inspect if well was drilled.	12/28/2023		08/31/2024
Property Maintenance Code Violations						
Kilner - Unsafe structure	Darrin Hobbs & Bryant Parker	Judge Bosch found Kilner in contempt.	Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Planning Compliance Specialist to take weekly photos of site. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	8/18/2016		8/31/2024
Zoning Violations						
Doyle - Illegal mobile home storage (Mobile Gardens) Violation #10-0050	Bryant Parker	Staff met with Charlotte Doyle on 8.31.2021. Staff inspected septic on July 25, 2022. Septic surfacing. Met with property owner regarding Lot 17. Home is not occupied. Replat property and comply with zoning regulations. Replace septic system. Home is unoccupied. Sent a letter on April 12, 2023 requesting they call to set up appointment. Meeting scheduled for May 11, 2023. Met with property owner. She is trying to sell to neighbor.	This property has changed ownership. The new owner is working in purchasing some adjacent lots from the Doyles so they can bring this into compliance.5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	12/17/2010	4/17/2012	08/31/2024
Doyle - Illegal salvage at residence Violation #05-0007	Bryant Parker	Counsel and staff conducted site visits on 6/25/18 and 7/20/18. Mr. Doyle removed 600 tires and 3 mobile homes. March 19, 2021 conference with Mr. Doyle. He agreed to remove vehicles from the property. Set site visit for May 4, 2021. Mr. Doyle has moved about 90% of the tires and multiple vehicles to a staging area across from his residence for a salvage company to pick up, and will continue with this method. Next site visit 08/11/2021. Staff met with Charlotte Doyle on 08/31/2021. 6/15/2023 Staff and Counsel meet with Charlotte to come up with a plan on removing vehicles and mobile homes from the property. 7/13/2023 Darrin met with Charlotte to talk about the plan and also to review pictures provided of things needing remove. Darrin will be visiting the property 7/18/2023 to view first hand. There were more vehicles than originally thought and so numbers were revised accordingly. If they fail to meet any deadlines an injunction will be filed. The Doyles have removed some vehicles. They are currently about 3 vehicles behind schedule. Working to get them back on track. Darrin is going to go out in early January to see if they have gotten back on track. The petition asking for an injunction has been filed and the Doyles have hired counsel. Met with their attorney and he is going to meet with Charlotte about getting back on track. 5/7/24 Darrin met with Charlotte.	5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	4/15/2013	9/14/2023	08/31/2024
Kilner - Unsafe structure	Darrin Hobbs & Bryant Parker	Judge Bosch found Kilner in contempt.	Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Planning Compliance Specialist to take weekly photos of site. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	8/18/2016		8/31/2024
20-0063 - Satterlee: Inoperable vehicles and campers	Darrin Hobbs	Determined to be a violation. Notification letter sent. The Notification letter was resent by me for a fresh start to make contact with the property owner. Contacted property owner on what still needs to be removed and provided an aerial map. I sent another letter to the property owner on 6/15/2022, stating that this will be turned over to legal if no progress is made.	Restart process due to senate bill. Mailed Friendly letter 6/17/2024	09/27/2021		08/31/2024
20-0090 Fishgill LLC - Illegal auto repair and salvage operation 1312 Pillsbury Dr	Darrin Hobbs	Inspection completed and sent notification letter to property owner. Property owner wants an extension to remove tenant. Vehicles being removed. Sent notice of violation. No response.	Send notification letter. Working with legal on violation. Darrin will do a site inspection to determine if is auto repair which is allowed in C-2.	12/22/2020		08/31/2024

Attachment: Staff Update August (14948 : P&D Staff Update)

Planning and Development
Staff Update
July 31, 2024

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
21-0019 Britt - non compliance in flood hazard area/floodway	Darrin Hobbs & Bryant Parker	Temporary Agreed Injunction filed with the Court. Review dates: July 15-DWS, August 15-No Rise, September 15-Riley County permit, November 1-Remove trees.	Settlement agreement filed. Darrin Hobbs to monitor for compliance, Darrin to monitor compliance and set contract date. Riley County FPD Permit issued 5/24/2022, and remove trees from property. Shelley sent a letter to Britt's attorney who said she would follow up with her client about the remaining issues. Shelley has reached out to Britt's attorney again to ask about progress. We may have to inform the court at some point that the final cleanup has not progressed. 7/15/2024 they attempted to burn the piles but they still need attention.	04/06/2021		08/31/2024
23-007-CE Jones - 3981 Zeandale Rd	Darrin Hobbs & Bryant Parker	Inspection conducted on 3/9/23 and confirmed someone is living a camper. Sent notification letter. No response from property owner, sent notice of violation and final notice of violation. Conducted final site inspection on 4/24/23 and someone is still living in camper.	Sent to Counselor's office to prosecute. Court system is down. Still need to contact RCPD. Trailer has been moved but appears to be occupied. Darrin is going to reach out to RCPD about accompanying him to check if it is occupied and then we can file an injunction in court if it still is. Darrin has not made contact to confirm if it is occupied. P&D went out and it appears there may be someone living there still but we don't have enough evidence at this point to move forward with enforcement from the Counselor. Need to contact RCPD still.	03/16/2023	05/15/2023	08/30/2024
23-015-CE Miller - 1382 Pillsbury Dr	Darrin Hobbs & Bryant Parker	Friendly letter sent 9/28/23. 10/13/2023 friend of property owner can into office and met with Darrin & Shelly Woodard. It was recommended that property owner set up time speak with us. Notice of Violation sent 10/23/23. Meeting with property owner was scheduled for 11/15/2023. Property owner called 11/15/2023 will be meeting with an attorney 11/16/2023. Final Notice of Violation sent 11/15/2023. Meet with property owner 12/1/2023. Working with legal on violation. Mr. Miller sent an application to the state to operate a salvage yard. That was denied. The state also revoked his dealer license. A notice of violation has been sent. We met with Mr. Miller on 12/1/23. He has agreed to start removing cars and work with Darrin. He is going to remove 30 cars per month and if he falls behind we will file a petition with the court. Darrin is working with Mr. Miller to go out and check on progress. They are aiming for the week of 1/29. Mr. Miller made good progress in December but has not made additional progress.	The property is now up for sale. Next step is likely to file an enforcement action with the Court. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	09/28/2023		08/31/2024
23-016-CE Miller - 1420 Pillsbury Dr	Darrin Hobbs & Bryant Parker	Friendly letter sent 9/28/23. 10/13/2023 friend of property owner can into office and met with Darrin & Shelly Woodard. It was recommended that property owner set up time speak with us. Notice of Violation sent 10/23/23. Meeting with property owner was scheduled for 11/15/2023. Property owner called 11/15/2023 will be meeting with an attorney 11/16/2023. Final Notice of Violation sent 11/15/2023. Meet with property owner 12/1/2023. Working with legal on violation. Mr. Miller sent an application to the state to operate a salvage yard. That was denied. The state also revoked his dealer license. A notice of violation has been sent. We met with Mr. Miller on 12/1/23. He has agreed to start removing cars and work with Darrin. He is going to remove 30 cars per month and if he falls behind we will file a petition with the court. Darrin is working with Mr. Miller to go out and check on progress. They are aiming for the week of 1/29. Miller made good progress in December but has not made additional progress. The property is now up for sale.	Next step is likely to file an enforcement action with the Court. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	09/28/2023		08/31/2024
Sanitary Code Violations						
21-0038 Worrell - Sanitation Violation	Ben Hamill	Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received, no work done. Referred to legal for enforcement.	Met with Mrs. Worrell, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Legal sent compliance letter 08.05.2021. Staff to review compliance options. Counsel preparing a letter requesting a call to set up meeting (to include new staff). Sent a letter on April 12, 2023 requesting they call to set up appointment. To date, no response from Worrell's. Ben plans to reach out in the near future once there is more money available and see if they'll apply. If they won't, we'll evaluate for legal action.	06/23/2021		08/31/2024
21-0048 Wurtz - lagoon fencing requirement not completed	Ben Hamill	Violation letter sent to property owner. Counsel sent a letter to property owner. Fencing deadline 8/31/2021 and seeding deadline 9/30/2021. No trespassing sign placed at entrance. Legal to to schedule meeting with staff.	Counsel preparing a letter requesting a call to set up meeting (to include new staff). Sent a letter on April 12, 2023 requesting they call to set up appointment. Mrs. Wurtz called. They are not living on the property. Will call once they are and lagoon is complete. Signed agreement is in place for property owner to install fence and seed. Need to check to see if this has been done. If not proceed with violation process. Property owner applied for Repair permit to replace the lagoon and fill in existing lagoon. This will remedy the existing violation but we will monitor for compliance.	07/09/2021		08/31/2024
22-0016 Bath - sewage on ground	Ben Hamill	Sent Emergency Order to property owner. Spoke with property owner and agreed to make repairs.	Home condemned until repairs are made. Home is vacant and waiting on property owner to replat so lateral field can be replaced. This property was sold and the new owner is working to try to purchase the surrounding property from the Doyles to correct the problem.	07/22/2022		08/31/2024
23-CES-005 Bean - Alternative system blower not working. Failed pump report on field.	Ben Hamill & Bryant Parker	Friendly letter sent 12-19-22, no reply. Notice of Violation sent 1-20-23. \$100.00 inspection fee final notice was due 1-19-23 and has not been paid yet.	Set up meeting with legal counsel. Shelley confirmed both brothers are represented by counsel and one is trying to force a sale of the property. Will work with Ben to determine next steps from P&D. Next step is to prepare and mail notice of violation.	12/14/2022		08/31/2024

Attachment: Staff Update August (14948 : P&D Staff Update)



**EMERGENCY
MANAGEMENT/FIRE**
Staff Update

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

STAFF REPORT

FROM: Russel Stukey
MEETING: August 5, 2024
SUBJECT: EM / Fire Staff Update for the month of March
PRESENTER: Russel Stukey

EM / Fire July Staff Update

Enclosures:

- 7, 2024 July staff time (1) (DOCX)



Monthly staff time report to BOCC, for the month of **July 2024**

911- Russel

- Constantly working on radio system management, analyzing opportunities to lower the annual operating costs of the 911 system.
- Dealing with cyber security incident that affected radio system operations, have radio system back up and running, still working with vendor and IT staff to fully restore system functionality etc.
- Working with legal to get radio system cyber security agreement contract updated

Emergency Management-Russel

- Attended and chaired department head meetings
- Attended several commission meetings
- Working with IT and dispatch staff on the MCP CIP upgrade project
- Met with HR about personnel matters
- Hosted an AAR with CISA to review cyber incident
- Attended active violence training at MHK High School
- Participated in Riley Co. employee day committee meetings
- Attended Regional Coordinating Council meeting in Salina
-

Items awaiting legal review:

Drake tower lease addendum (this one is potentially costing the CIP fund lost income)

Assistant Director Laurie Harrison activity EM/911

Kansas Emergency Management Association (KEMA):

Serve as Treasurer

Attend NE regional KEMA meeting in New Strawn

Attend Board meeting

Public Notification, Everbridge, Integrated Public Alert and Warning System (IPAWS):

Conduct monthly siren test, Everbridge test, IPAWS test

Facilitate Everbridge NE regional working group meeting

Update contacts

Serve as NE regional account administrator

Provide Everbridge training to Health Dept staff

Comprehensive Resource Management and Credentialing System (CRMCS):

Update resource list

Serve as account administrator

Northeast Regional Homeland Security Council (NERHSC):

Serve as a project manager for Everbridge and CRMCS

Serve as KEMA representative

Emergency Management fund:

Oversee invoice payment process


Riley County Emergency Management
Riley County Fire District #1

115 N. 4th Street
 Manhattan, Kansas 66501
 Phone: 785-537-6331
 Fax: 785-537-6331
www.rileycountyks.gov

911 fund:

- Pay invoices
- Track expenses and income
- Provide 911 budget overview for 911 working group

Exercises:
Volunteer Management:
Training:
Misc:

- Deploy equipment to Wamego for Independence Day Celebration
- Attend LEPC meeting
- Attend after action meeting on radio system
- Serve on the RCFD DCA Hiring committee
- Attend active violence planning for KSU

EM Planner Baldwin Fisher
Planning:

- Work on County Disaster Recovery Plan
- Develop Proposed Staging Areas vs TDSRS with GIS
- Continue to assist MHK Airport for yearly exercise

Exercises:
Training:

- Attend LEPC meeting in Riley Co
- Attend L103- Planning: Emergency Operations Course

Misc:

- Attend NEKEMA

Fire-Russel

- Attended county fire trainings
- Continue to accept and process applications for volunteer firefighters
- Covered emergency calls
- Reviewing RCFD #1 Policy Manual for updates
- Working with John Ellerman and KDOT staff regarding easement for US-24 Hwy near Station 112
- Hosted RCFD#1 Station 102 Ribbon cutting/dedication in Ashland!
- Working with my staff and KS Forest Service staff to write a Community Wildfire Protection Plan (CWPP) which is a prerequisite for applying for a Community Wildfire Defense Grant (CWDG)
- Working with HR to complete policy manual acknowledgement forms with volunteers
- Working through hiring process for DCA
- Hosted quarterly Fire Advisory board meeting



- Final walk thru with contractor and architect of St. 102 Ashland
-

Items awaiting legal review:

- a. University Park proposed fire station property legal description and agreement with UP board to swap property when new fire station is completed, this is required prior to starting construction of the new UP Fire station 110 This has reached a critical stage regarding starting construction on the fire station
- b. First responder agreement with the City of Randolph, Mercy Hospital Ambulance service (now Riley County EMS) and RCFD #1

Admin. Asst. M. Horstmeier

Continued to process all Payroll Stipends for all Volunteer Firefighters.

Continued to process and record all invoices for the AP and Purchase Card Cycles.

Continuing to assist with maintaining our incident reports by filling in needed information, reminding Firefighters to finish their reports, and assisting in completing the reports.

Continued to maintain the Volunteer Firefighter hiring process by reviewing applications, assigning primary stations, setting up interviews, sending candidates pre-hiring courses, and helping with Onboarding and new Volunteers receive their gear.

Continued to maintain the Financial Reporting for the LSSE Grant in order to remain compliant and am currently working on completing the Closeout for the grant.

Created and distributed the August issue of the *Extinguisher* Newsletter.

Created the July Burn Prescribe Burn Report and sent it off to Kansas Forest Service.

Continued to maintain and issue Burn Permits for the County. As well as providing RC Dispatch with the most up-to-date Burn Permit list for their records and continuing to maintain the Burn Permit Map.

Created the list of current incident responses and training hours for all VFF for the advisory board.

Working with PIO Leyva to update the Burn Permit FAQs on the Riley County website.

Attended USD 383 Active Violence Training at Manhattan High School with PIO Leyva.

Learned how to take appropriate pictures of people/victims and what the role of PIO would be during these types of incidents.

Attended the "Roundtable Talk on Behavioral Health" in First Responders webinar provided by the NVFC.

Attended the "Leading with Intent: Essential Traits of Servant Leaders" and the "Violence Against Fire & EMS: Understanding and Mitigating Risks" webinars presented by NVFC.

Attended a phone call with ESO to discuss a possible transition for Reporting Software.

Assisted in managing and scheduling PR events that our FF will be attending.

See below for Firefighter statistics for the month of February.

**Riley County Emergency Management****Riley County Fire District #1**115 N. 4th Street
Manhattan, Kansas 66501

Phone: 785-537-6331

Fax: 785-537-6331

www.rileycountyks.gov

July FF Stats	Total Number
New Applications	6
Rejected/Withdrawn Candidates	2
Hired Candidates	3
Probationary Firefighters	18
Trained Firefighters	115
Total Active Members	133
Terminations	1
Resignations	2
Retirements	0

Deputy Chief Doug Russell**Deputy Chief Administration**

No Report

Submitted by:

Russel Stukey
EM Director/ Fire Chief
Riley County



COUNTY CLERK & ELECTIONS
Budget

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

MEMORANDUM

FROM: Brittany Phillips, Budget & Finance Officer

MEETING: August 5, 2024

SUBJECT: 2025 Rural Fire Budget Discussions

PRESENTER: Russel Stukey, Emergency Management Director

Enclosures:

- Rural Fire Budget Comparison (PDF)
- Rural Fire State Budget Sheet (PDF)

**Riley County, Kansas
2025 Budget
Rural Fire District #1 Fund
Fund 183**

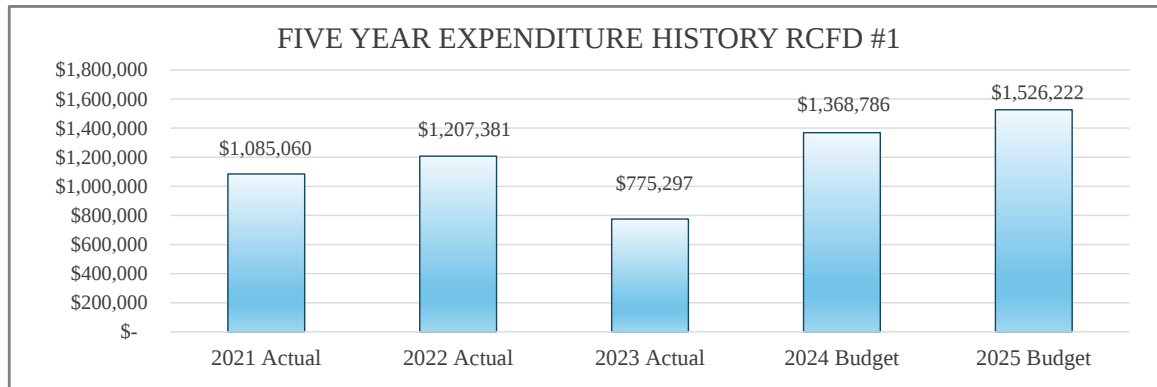
PERSONNEL	2023	2024	2024	2025
Position Title - Full Time	<u>ACTUAL</u>	<u>BUDGET</u>	<u>YTD</u>	<u>BUDGET</u>
Director/Chief	0.5	0.5	0.5	0.5
Deputy Chief	1	1	1	1
Deputy Chief	0	1	1	1
Office Assistant II	1	1	1	1
TOTAL NUMBER OF EMPLOYEES	2.5	3.5	3.5	3.5
BEGINNING CASH BALANCE				
Fund Balance	\$ 52,755	\$ 516,399		\$ 969,569
TOTAL BEGINNING CASH BALANCE	\$ 52,755	\$ 516,399		\$ 969,569
REVENUE				
102 Motor Vehicle Tax	\$ 126,230	\$ 113,711	\$ 63,768	\$ 119,299
103 Vehicle Rental Excise Tax		-		-
113 Recreational Vehicle Tax	2,172	1,930	948	2,011
130 Commercial Vehicle Fees	10,277	9,354	8,119	9,556
180 Ad Valorem Tax	1,031,864	1,216,546	1,113,305	
181 Delinquent Tax	19,831	-	11,665	
182 Oil & Gas	729	-	864	
184 P.P	26,558	-	30,743	
190 16/20 M Vehicle Tax	2,607	3,075	3,004	3,156
193 Watercraft Tax	1,452	1,794	1,801	1,933
207 Federal Grant	15,000	-		
402 Investment Interest		-		
503 Non-Collection Revenue	342	-		
600 Miscellaneous Reimbursement	1,879	-	18,028	
602 Miscellaneous Collection		-	360	
TOTAL REVENUE	\$ 1,238,941	\$ 1,346,410	\$ 1,252,605	\$ 135,955
TOTAL RESOURCES AVAILABLE	\$ 1,291,696	\$ 1,862,809		\$ 1,105,524
PERSONNEL SERVICES				
1001 Salaries (Full Time)	\$ 250,308	\$ 267,949	\$ 120,212	\$ 282,419
1003 Stipends	43,081	72,450	34,130	75,325
1005 Overtime	45	671	35	788
1504 FICA	20,037	20,549	10,837	27,428
1506 Health Insurance	63,571	57,727	28,491	59,587
1508 KPERS/KPF Retirement	51,657	55,931	24,454	62,366
1510 State Unemployment Tax	213	269	100	359
TOTAL PERSONNEL SERVICES	\$ 428,912	\$ 475,546	\$ 218,259	\$ 508,271
CONTRACTUAL SERVICES				
2010 Postage/Freight/Shipping	\$ 1,127	\$ 500	\$ 37	\$ 1,500
2030 Cellular Phone Services	2,200	2,350	923	2,500
2040 Internet Access	3,561	4,000	1,267	4,250
2080 Printing/Duplication Services	314	400	-	500
2110 Advertising & Legal Publications	251	2,500	375	1,500
2120 Insurance-Property/Building	9,506	8,500	7,282	10,500
2122 Vehicle/Fleet Insurance	29,770	31,000	38,509	32,250
2124 Other Insurance	3,387	6,000	-	6,000
2126 Life Insurance	3,776	7,000	7,602	6,000
2200 Office Equipment Rental	2,890	3,500	1,270	3,750
2210 Machinery Equipment Rental	1,152	500	456	1,500
2245 Other Rental Services	1,388	3,500	661	2,500
2290 Debt Service-principal	130,747	136,420	88,378	136,188
2305 Debt Service-interest	49,932	45,170	29,071	44,813
2400 Repair/Maintain County Vehicles	54,060	70,000	12,448	75,000
2420 Repair/Maintain Other Equipment	13,549	12,000	7,155	20,000
2430 Computer Software Maintenance/Support	38	2,000	-	2,000

Attachment: Rural Fire Budget Comparison (14936 : 2025 Rural Fire Budget Discussions)

2450 Computer Hardware Maintenance/Support		250	-	250
2480 Repair/Maintain Buildings & Grounds	4,282	12,000	5,723	12,000
2510 Mileage/Tolls/Parking/Rental	50	500	51	350
2520 Lodging	356	2,200	134	2,000
2530 Air Fare		2,000	-	1,000
2540 Meals	6,326	5,000	2,381	6,500
2550 Dues & Memberships	142	1,000	50	750
2560 Training & Registrations	4,243	3,000	2,216	5,000
2570 Subscriptions	2,020	2,000	2,337	2,250
2615 Recording Fees			38	
2635 Engineering Fees		1,500	-	500
2650 Physician Fees		5,000	-	3,500
2700 Bonding Services			-	-
2775 Pest Control Fees		1,000	-	1,000
2810 Electric/Gas Services	15,174	19,000	7,233	18,000
2830 Water	2,288	3,000	650	3,000
2850 Waste Disposal	1,514	1,200	605	1,850
2890 Other Utilities		250	-	250
2990 Other Contract Services	3,977	3,000	21	4,000
TOTAL CONTRACTUAL SERVICES	\$ 348,020	\$ 397,240	\$ 216,873	\$ 412,951
COMMODITIES				
3010 Office Supplies	\$ 631	\$ 10,000	\$ 670	\$ 9,000
3020 Books & Publications	1,035	500		1,000
3040 Clothing	3,039	7,500	218	7,500
3045 Protective Gear	44,576	40,000	7,096	40,000
3060 Medical Supplies		2,000		1,000
3080 Fuel & Lubricants	36,643	70,000	18,018	70,000
3085 Propane	13,625	15,000	4,697	15,000
3100 Chemical	220		90	500
3135 Furniture < \$100		1,000		1,000
3140 Parts & Tools < \$100	21,363	30,000	7,914	30,000
3150 Parts & Tools > \$100	61,510	110,000	20,879	110,000
3170 Gravel Aggregates	222			1,000
3190 Sign Material		1,500		1,500
3302 Network Services	372			500
3990 Other Supplies/Materials	6,864	4,000	3,902	7,000
TOTAL COMMODITIES	\$ 190,100	\$ 291,500	\$ 63,484	\$ 295,000

CAPITAL OUTLAY					
4020 Other Equipment	\$	1,879			2000
4030 Telecommunications Equipment	\$	2,171	\$	12,500	\$ 16,640 \$ 10,000
4031 Technology Network Equipment				1,500	1,500
4050 Technology Hardware				1,500	1,500
4058 Tech Hardware - Security				29	
4060 Computer Software		2,207		4,000	2,207 5,000
4085 Emergency Vehicles				55,000	115,000
4110 Maint/Construction Equip		825			1,650
4120 Other Heavy Equipment		23,375			8,244
4130 Building Improvements		3,720			
4990 Other Capital Outlay				60,000	125,000
TOTAL CAPITAL OUTLAY		\$ 34,177	\$ 134,500	\$ 28,770	\$ 260,000
604 Transfer to Rural Fire Capital Outlay		\$ 203,000	\$ 70,000	\$ 270,000	\$ 50,000
TOTAL TRANSFERS		\$ 203,000	\$ 70,000	\$ 270,000	\$ 50,000
TOTAL EXPENDITURES LESS PERSONNEL		\$ 775,297	\$ 893,240	\$ 579,127	\$ 1,017,951
TOTAL EXPENDITURES		1,204,209	1,368,786	797,386	1,526,222
TOTAL ENDING FUND BALANCE		\$ 516,399	\$ 969,569		\$ 87,573

14%



CONSOLIDATED METHOD FUND PAGE

2025

County Name Riley County
 Special District Name Rural Fire District - 183

FUND PAGE

Adopted Budget for Rural Fire District	Prior Year Actual 2023	Current Year Estimate 2024	Proposed Budget Year 2025
Unencumbered Cash Balance, Jan. 1	52,755	87,489	65,113
Ad Valorem Tax	1,059,150	1,216,546	xxxxxxxxxxxxxx
Delinquent Tax	19,831		
Motor Vehicle Tax	126,230	113,711	119,299
Recreational Vehicle Tax	2,172	1,930	2,011
16/20M Vehicle Tax	2,607	3,075	3,156
Commercial Vehicle Tax	10,277	9,354	9,556
Watercraft Tax	1,452	1,794	1,933
Federal Grant	15,000		
Miscellaneous Collections	2,221		
Interest on Idle Funds			
Total Receipts	1,238,940	1,346,410	135,955
Resources Available:	1,291,695	1,433,899	201,068
Expenditures:			
Salaries	293,434	341,070	358,532
Benefits	135,478	134,476	149,739
Contractual	348,019	397,240	412,951
Commodities	190,099	291,500	295,000
Capital	34,176	134,500	260,000
Transfer to Rural Fire Capital Outlay	203,000	70,000	50,000
Cash Reserve (2025 column)			
Total Expenditures	1,204,206	1,368,786	1,526,222
Unencumbered Cash Balance, Dec 31	87,489	65,113	xxxxxxxxxxxxxx
		Non-Appropriated Balance	
		Total Expenditures and Non-Appropriated Balance	1,526,222
		Tax Required	1,325,154
		Delinquency Computation % Rate	0
		Amount of 2024 Ad Valorem Tax	1,325,154

CPA summary

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

Budgeted Fund Names	Ad Valorem Levy for 2023	Allocation for Year 2025				
		MVT Alloc	RVT Alloc	16/20M Veh Alloc	Commercial Veh Alloc	Watercraft Alloc
General	1,216,546	119,299	2,011	3,156	9,556	1,933
Total	1,216,546	119,299	2,011	3,156	9,556	1,933

County Treas MVT Estimate	119,299					
County Treas RVT Estimate		2,011				
County Treas 16/20M Estimate			3,156			
County Treas Commercial Vehicle Tax Estimate				9,556		
County Treas Watercraft Tax Estimate					1,933	

MVT Factor	0.09806					
RVT Factor		0.00165				
16/20M Factor			0.00259			
Commercial Vehicle Factor				0.00786		
Watercraft Factor					0.00159	



PLANNING & DEVELOPMENT
Contract > \$10K

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

COMMISSION AGENDA REPORT

FROM: Amanda Webb, Planning Director

MEETING: August 5, 2024

SUBJECT: BG Consultants design contract - Keats community lagoon

PRESENTER: Amanda Webb, Planning Director

DESCRIPTION

BG Consultants will now begin engineering/design for the Keats community lagoon. BG Consultants has prepared the attached contract; this format is required because we are utilizing USDA funding for a portion of the project.

FISCAL IMPACT

All funds expended on behalf of the Keats Sewer District will be included in the total cost of the project and will be assessed to the property owners within the District. Tasks are billed at an hourly rate, so if any services are not performed for any reason, no payment for said services will be necessary.

Riley County received a Technical Assistance Grant from the Kansas Water Office in the amount of \$359,100. Most of the design costs will come from this grant. The remainder of costs listed in the contract will come from ARPA money already allocated to this project.

RECOMMENDATION

Staff recommends the BOCC approve the contract with BG Consultants for the Keats community lagoon engineering and design services.

POSSIBLE MOTION(S)

Move to approve the contract with BG Consultants for the Keats community lagoon engineering and design services.

Enclosures:

- Riley County Keats Engineering Agreement (PDF)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) this part, the E-500 Agreement form, and (2) the Exhibits to Agreement between Engineer and Subconsultant for Professional Services. This first part contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Note: This document has been Inc. for the express purpose of Development requirements. Additions (05/10/2024) are and additions to the text denoted by bold blue denoted by



modified by BG Consultants, complying with USDA Rural to the text by USDA Bulletin 1780-26 denoted by bold red text by BG Consultants are text. Deletions are strikethroughs.

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

	Page
Article 1— Services Of Engineer	1
1.01 Scope	1
Article 2— Owner’s Responsibilities	1
2.01 Project Information	1
2.02 Owner’s Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents.....	2
2.03 Owner-Furnished Services.....	3
2.04 Owner’s General Responsibilities.....	4
2.05 Payment	5
Article 3— Schedule For Rendering Services	6
3.01 Commencement.....	6
3.02 Time for Completion	6
Article 4— Invoices And Payments.....	6
4.01 Invoices	6
4.02 Payments.....	6
Article 5— Opinions Of Cost	7
5.01 Opinions of Probable Construction Cost	7
5.02 Opinions of Total Project Costs	7
Article 6— General Considerations	7
6.01 Standards of Performance	7
6.02 Ownership and Use of Documents.....	9
6.03 Electronic Transmittals.....	11
6.04 Insurance	12
6.05 Suspension and Termination.....	13
6.06 Successors, Assigns, and Beneficiaries	15
6.07 Dispute Resolution	15
6.08 Controlling Law; Venue	16
6.09 Environmental Condition of Site	16
6.10 Indemnification and Mutual Waiver	18
6.11 Records Retention	19
6.12 Miscellaneous Provisions	19
Article 7— Definitions.....	20
7.01 Defined Terms	20
Article 8— Exhibits And Special Provisions.....	24
8.01 Exhibits to Agreement.....	24
8.02 Total Agreement	25
8.03 Designated Representatives.....	25
8.04 Engineer's Certifications.....	25
8.05 Conflict of Interest.....	25

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Riley County** (Owner) and **BG Consultants, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Keats Sewer Benefit District Improvements** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Gravity Collection System, Lift Station, Non Discharging Lagoon**.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of

authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
4. Perform or provide the following:
 - a.

K. Owners are responsible for compliance with Domestic Preference Requirements and will be responsible for the following:

1. **Sign agreements for engineering services, construction contracts, and all other appropriate and necessary documents which include Domestic Preference language.**
2. **Sign change orders (i.e., C-941 of EJCDC) and partial payment estimates (i.e., C-620 of EJCDC) and thereby acknowledge responsibility for compliance with Domestic Preference requirements.**
3. **Where the Owner directly procures products, Owner will obtain Manufacturers' Certifications and provide copies to Engineer and Contractor.**

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

	Description of Service	Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$404,700.00	Lump Sum
2.	Resident Project Representative Services	\$220,000.00	Standard Hourly Rate
4.	Additional Services (Article 2 of Exhibit A)	20,000.00	Standard Hourly Rate

Based on a **10-month** continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.

2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.
3. **Engineer's compensation for each delineated service summarized above will not be exceeded without the concurrence of the Agency.**
4. **Engineer's compensation for each delineated service summarized above will not be exceeded without the written authorization of Owner, regardless of whether such services are provided on a Lump Sum or Hourly Rate basis. Engineer shall not be required to provide any Owner-initiated changes to the final approved Drawings and Specifications that are not otherwise required to complete the design or construction of the Project without receipt of additional compensation to be agreed upon in a writing signed by Owner and Engineer prior to Engineer incurring costs to Owner for such work.**

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.
 1. **Execution of the Contract (Preliminary Design Phase, Final Design Phase, Bidding, or Negotiating Phase, Construction Phase, and Post-Construction Phase) shall be contingent upon the confirmation of project funding. However, the Owner may execute the design phases prior to funding award with written authorization to the Engineer. The Owner reserves the right to retain BG Consultants, Inc. for any and all engineering services related to this project.**

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. **Invoices will include a breakdown of service provided.** Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of probable Construction Cost and any revisions thereof must reflect compliance with Domestic Preference requirements.**

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs. **Opinions of Total Project Costs and any revisions thereof must reflect compliance with Domestic Preference requirements.**

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall

require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
 - a. If the project is suspended by the Owner for more than 30 days and is then resumed, the Engineer's compensation may be equitably adjusted, as mutually agreed, using Exhibit K, Amendment to Owner Engineer Agreement, to provide for expenses incurred in the interruption and resumption of Engineer's services.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all

Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.
23. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any

Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all

materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
44. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**
45. **Contractor’s Certification - A certification submitted by Contractor that, to the best of the Contractor’s knowledge and belief, all Work complies with Domestic Preference requirements.**
46. **Domestic Preference – The Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953, and 2 CFR part 184.**
47. **Manufacturer’s Certification – Documentation provided by the Manufacturer stating that Domestic Preference requirements have been satisfied for all provided items.**

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. – **Not Used**
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.
- K. **KDHE SRF Contract Provisions for Consultant Contracts (Rev 4-2015)**
- L. **Riley County Contractual Provisions Attachment**

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

8.06 Federal Requirements

- A. **Agency Concurrence.** This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs. Agency concurrence does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner.
- E. **Telecommunications and Video Surveillance Services or Equipment Prohibitions.** The telecommunication and video surveillance services and equipment prohibitions under 2 CFR 200.216 apply to this contract. This contract may not be used to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is:
 - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment.
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

8.07 The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to constituents of concern in any form at the Project site.

This Agreement's Effective Date is _____

Owner:

Riley County

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: John Ford

(typed or printed)

Title: Commission Chairman

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

110 Courthouse Plaza

Manhattan, KS 66502

Designated Representative:

Name: Amanda Webb

(typed or printed)

Title: Planning Director

(typed or printed)

Address:

110 Courthouse Plaza

Manhattan, KS 66502

Phone: 785-537-6332

Email: awebb@rileycountyks.gov

Engineer:

BG Consultants, Inc.

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Brian J. Foster

(typed or printed)

Title: Vice President

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

4806 Vue Du Lac Place

Manhattan, KS 66503

Designated Representative:

Name: Brian J. Foster

(typed or printed)

Title: Vice President

(typed or printed)

Address:

4806 Vue Du Lac Place

Manhattan, KS 66503

Phone: 785-537-7448

Email: Brian.foster@bgcons.com

Attachment: Riley County Keats Engineering Agreement (14947 : BG Consultants contract - Keats lagoon design)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) the E-500 Agreement form, and (2) this Exhibits document, consisting of the standard exhibits used with E-500. The first of the two parts contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared By



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EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

EXHIBIT A—ENGINEER'S SERVICES
 EXHIBIT B—DELIVERABLES SCHEDULE
 EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT
 EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE
 EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK
 EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)
 EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE
 EXHIBIT G—INSURANCE
 EXHIBIT H—DISPUTE RESOLUTION
 EXHIBIT I—LIMITATIONS OF LIABILITY
 EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES: INTRODUCTION
 COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM
 COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES
 COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES
 APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE
 APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

[KDHE SRF Contract Provisions for Consultant Contracts \(Rev 4-2015\)](#)
[Riley County Contractual Provisions Attachment](#)

EXHIBIT A—ENGINEER’S SERVICES**Exhibit A Table of Contents**

Article 1— BASIC SERVICES.....	1
1.01 Management of Engineering Services	1
1.02 Study and Report Phase.....	3
1.03 Preliminary Design Phase	6
1.04 Final Design Phase	11
1.05 Bidding/Proposal Phase	14
1.06 Construction Phase.....	15
1.07 Post-Construction Phase.....	23
Article 2— ADDITIONAL SERVICES	24
2.01 Additional Services Not Requiring Owner’s Written Authorization.....	24
2.02 Additional Services Requiring Owner’s Written Authorization.....	25

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:
Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title:	Keats Sewer Benefit District Improvements
Description of Improvements:	Collection System, Lift Station, Non-Discharging Lagoon
Prior Studies, Reports, Plans:	Preliminary Engineering Report dated 9-26-2023 Project update memorandum dated 5-16-2024 Geotechnical Report Dated 4-16-2024
Funding Sources:	KDHE Small Town Grant, KWO Technical Assistance Grant, USDA Rural Development
Known Design Standards:	KDHE Minimum Design Standards for Water Pollution Control Facilities

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES**1.01 Management of Engineering Services**

- A. All phases of Engineer’s services will include management of Engineer’s Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

Exhibit A—Engineer’s Services.

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Page 1 of 28

Attachment: Riley County Keats Engineering Agreement (14947 : BG Consultants contract - Keats lagoon design)

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
 2. Develop and submit detailed work plans from Exhibit A tasks.
 3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
 5. Prepare and submit **quarterly** engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: **Not Applicable.**
 7. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **Engineer's CAD standards**, using ____ version ____ software.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **Engineer's standard specifications**, unless otherwise mutually agreed upon by the parties.
- D. In all phases of Engineer's services, Engineer is responsible for Domestic Preference compliance documentation for the project. This includes but is not limited to:**
1. **Obtaining manufacturers' certifications for items specified by Engineer as sole source.**
 2. **Verifying and certifying that all items subject to Domestic Preference specified in the contract are available domestically or are covered by a waiver.**

3. Reviewing change order proposals, shop drawings, payment applications, proposed substitutes and "or-equals," and any other submittals to ensure that, to the best of the Engineer's knowledge, Manufacturer Certifications are submitted for all items subject to Domestic Preference requirements.
 4. Ensuring that, to the best of the Engineer's knowledge, all Manufacturers' Certifications provided by the contractor comply with Domestic Preference requirements.
 5. Maintaining all Domestic Preference documentation throughout the project and providing Contractor's and Manufacturers' Certifications to Owner upon final completion of the Work. Provide a copy of the Contractor's Certification to Agency.
 6. Certifying, to the best of the Engineer's knowledge, upon final completion of the Work, that the project complies with Domestic Preference requirements (signing EJCDC C-626 Notice of Acceptability of Work will suffice for this certification).
- E. In all phases of Engineer's services, Engineer is responsible for ensuring, to the best of the Engineer's knowledge, the project does not violate the prohibitions on telecommunication and video surveillance services and equipment under 2 CFR 200.216.

1.02 Study and Report Phase - **DELETED**

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:
 - 1) ~~[List the specific potential solutions to be studied and evaluated here].~~
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify ~~[insert specific number]~~ alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
Deleted

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2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Project Strategies, Technologies, and Techniques."
11. Assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

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13. Utilities, including Underground Facilities

- a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
 - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.
 - e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
 - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.
14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.
15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).
- a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

- c. ~~This Report is the Preliminary Engineering Report (PER) defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency. Cost estimates in the PER should reflect compliance with Domestic Preference requirements. This will be certified by stating in the transmittal letter with the PER, "The cost estimates for this project include the costs of Domestic Preference compliance."~~

16. Perform or provide the following other Study and Report Phase tasks or deliverables:

- a. ~~Provide the appropriate environmental documentation as required by 7 CFR part 1970. This documentation must be concurred in by the Agency.~~
- b. ~~[List any such tasks or deliverables here].~~

17. ~~Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.~~

18. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's ~~and Agency's~~ comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.~~

B. ~~Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.~~

1.03 Preliminary Design Phase

A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information. **Any resulting changes to Engineer's scope of services will be subject to Agency concurrence.**

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to

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Page 6 of 28

Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the following format:

- a. **Field Check Plans**
- b. **Field Check Meeting Agenda**

4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:

- a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Project Goals").
- b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.
- c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.
- d. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
- e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
- f. Revised opinions of probable Construction Cost.
- g. The impact of Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Project on the Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Project Goals necessitate and Owner authorizes;
- h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
- i. The effect of permits and authorizations by other entities and utility coordination needs on the Project.

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- j. Other matters and information pertinent to addressing the Project Goals.
- 5. In preparing the Preliminary Design Phase Report, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
- 6. Visit the Site as needed to prepare the Preliminary Design Phase Report.
- 7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
- 8. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
- 9. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.
 - b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.
 - c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

- a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
- b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
- c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

- a. ~~Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.~~
Provide field surveys and topographic and utility mapping for Engineer's design purposes. Utility mapping will be based on utility locates provided by the utility companies
 - b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.
12. Prepare initial draft of a comprehensive permit document that identifies **known** Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
 14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
Engineer must also incorporate all disclosed Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.
 - a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
 15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
 - a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
 16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. **None**
 17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
 18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as

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revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.
 1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
 3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.
- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:
 1. First Final Design Phase draft of all Drawings and Specifications.
 2. ~~Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.~~

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3. Final Drawings and Specifications that address Owner **and Agency** comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel **and Agency** any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
 1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.
 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
 4. **Engineer will furnish to Agency the draft Bidding/Proposal Documents and Front-End Construction Contract Documents for review and concurrence.**
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
 1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.
 2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
 1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.

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- b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:
 - 1) KDHE Sanitary Sewer Extension Permit
 - c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
 - g. Engineer does not guarantee issuance of any required permit or approval.
 - h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
- 3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 - 4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
 - 5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - 6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
 - 7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
 - a. First draft design review meeting at Owner's office.

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b. ~~Second draft design review meeting at Owner's office.~~

c. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

8. Perform or provide the following other Final Design Phase activities or deliverables:

a. **None**

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner. **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**
2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
3. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all known requirements of Agency.**
4. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

- A. After acceptance by Owner **and Agency** of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

a. **Engineer will post the bid advertisement on Drexel Technologies Plan Room.**

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any Addenda that modify the Bidding Documents. Obtain prior concurrence when possible.**
3. ~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.~~
Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" will be in accordance with the General Conditions of the Construction Contract and applicable Agency requirements. Services under this paragraph are subject to the provisions of Exhibit A Paragraph A2.01.A.2.
4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
6. Consult with Owner as to the qualifications of prospective contractors.
7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions

to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
 - a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

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- c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
- 2. ~~Field Office: [Delete or edit as applicable to the Project] Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.~~
- 3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
- 4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
- 5. Pre-Construction Conference: Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
- 6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- 7. Original Documents: ~~If requested by Owner to do so,~~ maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- 8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

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9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

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c. These site visits must be at least monthly and the Engineer must document all visits to the project with copies furnished to the Owner and Agency.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
 - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
18. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.
21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
22. Inspections and Tests
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

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- c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid. **By signing**

payment application and recommending payment, Engineer is certifying to the best of their knowledge that all items submitted for payment comply with Domestic Preference requirements.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.~~ **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings and furnish such Record Drawings to Owner.**
25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **Provide the Owner and Agency with a written certification that the project complies with Domestic Preference requirements, to the best of Engineer's knowledge.**
 - b. **Verify and document Contractor implemented environmental mitigation requirements. Provide documentation to Owner and Agency.**
27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

- d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**

28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 - 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. **Notify applicable regulatory agencies of the completion of the project**
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

Exhibit A—Engineer's Services.

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ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. ~~services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; Deleted~~
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

Exhibit A—Engineer's Services.

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6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner **and approved by Agency**, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **(not including preparation of the environmental documentation required by 7 CFR part 1970)**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, 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, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1, **but only if the Owner's request is made after the completion of the Study and Report Phase.**
7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

Exhibit A—Engineer's Services.

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- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
- 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
- 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
- 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
- 19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
- 20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- 21. ~~Preparing Record Drawings, and furnishing such Record Drawings to Owner. Deleted~~
- 22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

Exhibit A—Engineer's Services.

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23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Exhibit A—Engineer's Services.

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EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit [number] review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within [number] days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within [number] days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit [number] copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within [number] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit one review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within 150 days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within 21 days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit one copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within 30 days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit one copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within 150 days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within 21 days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.

Exhibit B—Deliverables Schedule.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit [number] copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within [number] days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit one of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within [number] days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit One copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within 30 days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within 30 days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.

Exhibit B—Deliverables Schedule.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit to Owner: One copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and One of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2 1.04.G.3	Within 30 days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit one copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within 7 days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit one copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within 30 days of substantial completion
Engineer	Submit one copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within 30 days of Substantial Completion.

Exhibit B—Deliverables Schedule.

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EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT**AMENDMENT TO OWNER-ENGINEER AGREEMENT**Amendment No. **[Enter Amendment Number]**Owner: **Riley County**Engineer: **BG Consultants, Inc.**Project: **Keats Sewer Benefit District Improvements**Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

Exhibit C—Amendment to Owner-Engineer Agreement.

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Page 1 of 1

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide full-time representation ~~[revise if representation will be less than full time].~~ , unless requested in writing by the Owner and waived in writing by the Agency.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

- A. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents. **Installation of items that do not comply with Domestic Preference requirements is considered defective Work.**

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, **observations on Domestic Preference and environmental mitigation compliance**, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. ~~Upon request from Owner to Engineer, p~~Photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. ~~Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor. Deleted~~
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

16. Domestic Preference

- a. **Observe and report on compliance with Domestic Preference requirements including but not limited to: Verifying that items delivered to the site are accompanied by Domestic Preference documentation, as applicable, and photographing stored and installed items to document compliance.**

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Riley County	Owner's Project No.:
Engineer:	BG Consultants, Inc.	Engineer's Project No.:
Contractor:		Contractor's Project No.:
Project:	Keats Sewer Benefit District Improvements	
Contract Name:		
Notice Date:	Effective Date of the Construction Contract:	

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
 Name (printed): _____
 Title: _____

Exhibit E—Notice of Acceptability of Work.

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Page 1 of 1

Attachment: Riley County Keats Engineering Agreement (14947 : BG Consultants contract - Keats lagoon design)

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

Exhibit F—Electronic Documents Protocol (EDP).

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Page 1 of 6

Attachment: Riley County Keats Engineering Agreement (14947 : BG Consultants contract - Keats lagoon design)

(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. ~~The [Owner] [Engineer] [Name Other Third Party] will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer, Contractors, during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the Parties as described in this paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website: [modify in sufficient detail below the operational requirements for the website below].~~
 - 1) ~~Describe the period of time during which the Project Website will be operated and be available for reliance by the Parties.~~
 - 2) ~~Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website.~~
 - 3) ~~Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.).~~
 - 4) ~~Include any other Project Website attributes that may be pertinent to the use of the facility by Project-related parties and evaluation by those parties of the functionality and cost of such use.~~
 - 5) ~~Operation of the Project Website by the Engineer shall be part of Engineer's Basic Services and compensation, including expenses associated with operation for a period of [number] days, is included in the Lump Sum fee detailed in Exhibit C.~~

~~or~~

 - 6) ~~Operation of the Project Website by the Engineer shall be part of Engineer's Basic Services and compensation will be paid on an hourly basis [insert standard hourly, direct labor times factor, direct labor plus overhead plus fee or other] plus expenses associated with operation as detailed in Exhibit C.~~

Exhibit F—Electronic Documents Protocol (EDP).

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~~Total estimated compensation is based on expenses associated with operation for a period of [number] days.~~

~~or~~

- 7) ~~[Provide such other means of compensating Engineer for operation of the Project Website; reimbursable expenses for software licensing or fees (other than those standard formats listed in 1.01.C and Attachment 1) associated with special requirements for using or accessing Owner, Contractor, or Third Party operated Project websites; and the basis for any Additional Services associated with operation of Project Website (such as operating for a longer period of time than anticipated above)].~~

~~Deleted~~

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a

Exhibit F—Electronic Documents Protocol (EDP).

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Page 4 of 6

deliverable Document to third parties, the format will be Portable Document Format (PDF).

- a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.
- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. ~~Requests by Project-Related Parties for Electronic Documents in Other Formats~~

1. ~~Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable~~

~~Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.~~

2. ~~Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.~~

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI’s and Responses to RFI’s; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor’s Submittals (Shop Drawings, “Or Equal” requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner’s and Engineer’s Responses to Contractor’s Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 2020 or later.			
DWG	Autodesk® AutoCAD. dwg format Version 2023.			
DOC	Microsoft® Word. docx format Version Office 365.			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000.00
Each employee	\$1,000,000.00
Policy limit	\$1,000,000.00
Commercial General Liability	
General Aggregate	\$2,000,000.00
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000.00
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000.00
Excess or Umbrella Liability	
Each Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00
Professional Liability	
Each Claim	\$1,000,000.00
Annual Aggregate	\$2,000,000.00
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	N/A
General Aggregate	N/A

Exhibit G—Insurance.

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- B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$500,000
Each employee\$	\$500,000
Policy limit	\$500,000
Commercial General Liability	
General Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Bodily Injury and Property Damage—Each Occurrence	\$500,000
Automobile Liability	
Bodily Injury	
Each Person	\$500,000
Each Accident	\$500,000
Property Damage	
Each Accident	\$500,000
Excess or Umbrella Liability	
Each Occurrence	\$500,000
General Aggregate	\$500,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$NA
General Aggregate	\$NA
Other Insurance [Specify]	
Each Claim	\$NA
General Aggregate	\$NA

The County retains all limitations on liability and exposure provided pursuant to the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and all other applicable law.

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
BG Consultants, Inc.	4806 Vue Du Lac Place, Manhattan, KS 66503

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

Exhibit G—Insurance.

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- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

Exhibit G—Insurance.

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) **1.01, Mutual Indemnification, and 1.02, Limitation of Engineer's Liability:**

1.01 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM****ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of **\$404,700.00** based on the following estimated distribution of compensation:

a. Study and Report Phase	Not Included
b. Preliminary Design Phase	\$ 150,000.00
c. Final Design Phase	\$ 209,700.00
d. Bidding and Negotiating Phase	\$ 10,000.00
e. Construction Phase	\$ 30,000.00
f. Post-Construction Phase	\$ 5,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges):

a. **None**.

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **12** months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted **with concurrence of the Owner and Agency**.

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Compensation Packet BC-1: Basic Services—Lump Sum.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.

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Page 1 of 1

Attachment: Riley County Keats Engineering Agreement (14947 : BG Consultants contract - Keats lagoon design)

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES****ARTICLE 2—COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Services as follows:

1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing RPR services times Standard Hourly Rates for each applicable billing class, plus RPR-related Reimbursable Expenses and RPR-related Engineer's Subcontractors' and Subconsultants' charges, if any. Standard Hourly Rates are set forth in Appendix 2, Standard Hourly Rates Schedule.
2. The total compensation under this paragraph is estimated to be \$220,000 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a **10 month** construction schedule.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of RPR services and are not already accounted for in the compensation for Basic Services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1, Reimbursable Expense Schedule, to this Exhibit J when applicable.
2. Such Reimbursable Expenses include, to the extent RPR-related, the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to RPR services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **110%**.

C. Other Provisions Concerning Payment

1. Whenever Engineer is entitled to compensation for the RPR-related charges of Engineer's Subcontractors and Subconsultants, that compensation will be the amounts

billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **120%**.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **January 1st, 2025**) to reflect equitable changes in the compensation payable to Engineer for RPR-related services and expenses. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
5. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 3—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

3.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - 1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
- B. Compensation for Reimbursable Expenses
 - 1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
 - 2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **110%**.
- C. Other Provisions Concerning Payment for Additional Services
 - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **120%**.
 - 2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **January 1st, 2025**) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE**

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ 0.35/page
Copies of Drawings	\$ 6.50/sq. ft.
Mileage (auto)	Current IRS Standard Mileage Rate for Business
Field Truck Daily Charge	\$25.00/day
Field Survey Equipment	\$550.00/day
Resident Project Representative Equipment	\$650.00/mo
Air Transportation	at cost
Laboratory Testing	at cost
Meals and Lodging	at cost
Per Diem	at cost

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 1: Reimbursable Expenses Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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Page 1 of 1

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**APPENDIX 2: STANDARD HOURLY RATES SCHEDULE****A. Standard Hourly Rates**

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

PRINCIPAL III	\$308.00
PRINCIPAL II	\$267.00
PRINCIPAL I	\$256.00
ENGINEER/ARCHITECT V	\$240.00
ENGINEER/ARCHITECT IV	\$201.00
ENGINEER/ARCHITECT III	\$186.00
ENGINEER/ARCHITECT II	\$176.00
ENGINEER/ARCHITECT I	\$159.00
INTERN ENGINEER/GRADUATE ARCHITECT IV	\$181.00
INTERN ENGINEER/GRADUATE ARCHITECT III	\$168.00
INTERN ENGINEER/GRADUATE ARCHITECT II	\$158.00
INTERN ENGINEER/GRADUATE ARCHITECT I	\$136.00
TECHNICIAN IV	\$156.00
TECHNICIAN III	\$141.00
TECHNICIAN II	\$122.00
TECHNICIAN I	\$110.00
TECHNICIAN	\$88.00
SENIOR CONSTRUCTION OBSERVER	\$153.00
CERTIFIED CONSTRUCTION OBSERVER	\$127.00
CONSTRUCTION OBSERVER	\$111.00
SENIOR PROJECT SURVEYOR	\$200.00
PROJECT SURVEYOR	\$197.00
ASSISTANT PROJECT SURVEYOR	\$131.00
FIELD SUPERVISOR	\$122.00
FIELD SURVEYOR II	\$99.00
FIELD SURVEYOR I	\$86.00
CLERICAL II	\$82.00
CLERICAL I	\$66.00
Resident Project Representative	\$127.00

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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Page 1 of 1

KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

Attachment: Riley County Keats Engineering Agreement (14947 : BG Consultants contract - Keats lagoon design)

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY Riley County

CONTRACTOR'S
SIGNATURE _____

TITLE Brian Foster, Vice President

SRF PROJECT NO. _____

DATE _____



 KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Brian Foster, Vice President

 Typed Name & Title of Authorized Representative

 Signature and Date of Authorized Representative

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any SRF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions.” The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Attachment to "Contract" Between Riley County (hereinafter "County"), and BG Consultants, Inc. (hereinafter "Contractor").

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the ____ day of _____, 2024.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1. **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
 - 3.2. **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws. Any contract for the term of more than one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.
5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder,

County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

6. **ANTI-DISCRIMINATION CLAUSE.**

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

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

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

9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED**

DOCUMENTATION. By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.

10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.

11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

12. **TERM AND TERMINATION.**

12.1. **Term.** This Contractual Provisions Attachment shall be effective as of 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 Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.

12.3. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.

12.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Contractor, 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 Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor 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 Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all

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

14. **PERSONNEL.**

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

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

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

16. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

17. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.

18. **RECORDS, REPORTS AND INSPECTION.**

18.1. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.

18.2. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

18.3. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

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

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

19.2. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 18.1, above.

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

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

20. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.
21. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
23. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.
24. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor

BG CONSULTANTS, INC.

By: _____
Name:

Date

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
_____, Chairman

Date

ATTEST:

(seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Attachment: Riley County Keats Engineering Agreement (14947 : BG Consultants contract - Keats lagoon design)



COUNTY CLERK & ELECTIONS
Budget

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

MEMORANDUM

FROM: Brittany Phillips, Budget & Finance Officer

MEETING: August 5, 2024

SUBJECT: Monthly Cash Flow Report for July 2024

PRESENTER: Brittany Phillips, Budget & Finance Officer

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

Enclosures:

- July 2024 updated cash flows (PDF)

2024 Riley County Economic Development Cash Flow Analysis

% of Year: 58.3

Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Jan/Feb/Mar 2023 A/P	Total Expenditures
Jan	\$107,100.00			\$107,100.00	\$84,542.15		\$84,542.15
Feb				\$0.00			\$0.00
Mar				\$0.00	\$1,895.00		\$1,895.00
Apr				\$0.00			\$0.00
May				\$0.00	\$1,899.31		\$1,899.31
Jun				\$0.00	\$1,000.00		\$1,000.00
Jul				\$0.00	\$30,507.00		\$30,507.00
Aug				\$0.00			\$0.00
Sep				\$0.00			\$0.00
Oct				\$0.00			\$0.00
Nov				\$0.00			\$0.00
Dec				\$0.00			\$0.00
\$107,100.00		\$0.00	\$0.00	\$107,100.00	\$119,843.46	\$0.00	\$119,843.46

Cash Reconciliation	
2024 Beginning Unencumbered Cash	\$340,085.60
2024 Revenue	\$107,100.00
Less 2024 Expenditures/Encumbrances	\$119,843.46
2024 Ending Unencumbered Cash	\$327,342.14
Less Est. Project Balance for CY	\$134,269.54
2024 Projected Unencumbered Cash	\$193,072.60

Riley County 2024 Budget Authority Summary		
2024 Budgeted Expenditures	\$259,053	% Budget Expended
Expenditures to Date	\$119,843	
2024 Remaining Budget Authority	\$139,210	
46.26%		
Riley County 2024 Budgeted Revenue		
2024 Budgeted Revenue	\$107,100	% Budgeted Revenue
Revenue to Date	\$107,100	
100.00%		

Attachment: July 2024 updated cash flows (14956 : Monthly Cash Flow Reports for July 2024)

2024 Detailed Expenditures per Project and per Department

Projects	Project Estimate	Prior Year Expenditures	2024 Actual Expenditures	Jan/Feb/Mar 2023 A/P	Remaining Project Estimate Totals	Completed Projects (Over) Under Estimate
APPROPRIATIONS						
Chamber of Commerce	\$55,000.00	\$0.00	\$55,000.00		\$0.00	\$0.00
Flint Hills Veterans Coalition	\$1,015.00	\$0.00	\$1,015.00		\$0.00	\$0.00
Downtown Manhattan	\$5,000.00	\$0.00	\$5,000.00		\$0.00	\$0.00
Riley Co. General Eco Devo	\$132,850.00	\$0.00			\$132,850.00	
APPROPRIATION TOTALS	\$193,865.00	\$0.00	\$61,015.00	\$0.00	\$132,850.00	\$0.00
MEMBERSHIPS						
FHMPO Contribution	\$5,200.00	\$0.00	\$3,780.46		\$1,419.54	\$0.00
FHRLP Underwriters & Sponsors					\$0.00	\$0.00
MEMBERSHIP TOTALS	\$5,200.00	\$0.00	\$3,780.46	\$0.00	\$1,419.54	\$0.00
CONTRACTS						
Auto Lane Development (2024)	\$121,139.60	\$109,025.64			\$12,113.96	\$0.00
CONTRACT TOTALS	\$121,139.60	\$109,025.64	\$0.00	\$0.00	\$12,113.96	\$0.00
DEBT OBLIGATION TRANSFER						
Konza Water Debt	\$658,501.67	\$359,504.67	\$52,153.00		\$246,844.00	\$0.00
DEBT OBLIGATION TRANSFER TOTALS	\$658,501.67	\$359,504.67	\$52,153.00	\$0.00	\$246,844.00	\$0.00
PROJECTS						
Comprehensive Plan Update	\$150,000.00	\$325.75	\$1,895.00		\$147,779.25	\$0.00
PROJECT TOTALS	\$150,000.00	\$325.75	\$1,895.00	\$0.00	\$147,779.25	\$0.00
TOTALS	\$1,128,706.27	\$468,856.06	\$118,843.46	\$0.00	\$541,006.75	\$0.00

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

Completed Projects

Attachment: July 2024 updated cash flows (14956 : Monthly Cash Flow Reports for July 2024)

2024 Riley County Building Cash Flow Analysis FUND 152

% of Year: 58.3

Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar 2023 A/P	Total Expenditures
Jan	\$175,365.42			\$175,365.42	\$6,436.16		\$31,441.99	\$37,878.15
Feb		\$10.00		\$10.00	\$23,518.23			\$23,518.23
Mar	\$8,405.63	\$4,008.00		\$12,413.63	\$19,027.22			\$19,027.22
Apr		\$10.00		\$10.00	\$31,517.31			\$31,517.31
May	\$117,721.14			\$117,721.14	\$23,468.96			\$23,468.96
Jun				\$0.00	\$31,426.38			\$31,426.38
Jul				\$0.00	\$25,504.17			\$25,504.17
Aug				\$0.00				\$0.00
Sep				\$0.00				\$0.00
Oct				\$0.00				\$0.00
Nov				\$0.00				\$0.00
Dec				\$0.00				\$0.00
	\$301,492.19	\$4,028.00	\$0.00	\$305,520.19	\$160,898.43	\$0.00	\$31,441.99	\$192,340.42

Cash Reconciliation	
2024 Beginning Unencumbered Cash	\$104,325.94
2024 Revenue	\$305,520.19
Less 2024 Expenditures/Encumbrances	\$160,898.43
2024 Ending Unencumbered Cash	\$248,947.70

Riley County 2024 Budget Authority Summary		
2024 Budgeted Expenditures	\$430,000	% Budget Expended
Expenditures to Date	\$192,340	
2022 Remaining Budget Authority	\$237,660	

Riley County 2024 Budgeted Revenue		
2024 Budgeted Revenue	\$323,370	% Budgeted Revenue
Revenue to Date	\$305,520	

Attachment: July 2024 updated cash flows (14956 : Monthly Cash Flow Reports for July 2024)

2024 Riley County CIP Cash Flow Analysis

% of Year: 58.3

FUND 145

Month	Revenue	Transfers In	Reimbursements	Total Revenue	Expenditures	Jan/Feb/Mar 2023 A/P	Total Expenditures
Jan	\$194,820.52	\$5,509,446.00		\$5,704,266.52	\$216,786.25	\$50,114.59	\$266,900.84
Feb				\$0.00	\$32,510.85		\$32,510.85
Mar				\$0.00	\$11,288.77		\$11,288.77
Apr	\$241,088.96			\$241,088.96	\$85,906.94		\$85,906.94
May	\$865.00			\$865.00	\$655,386.99		\$655,386.99
Jun	\$196,597.36			\$196,597.36	\$132,895.51		\$132,895.51
Jul	\$256,207.09	\$8,933,000.00		\$9,189,207.09	\$361,893.80		\$361,893.80
Aug				\$0.00			\$0.00
Sep				\$0.00			\$0.00
Oct				\$0.00			\$0.00
Nov				\$0.00			\$0.00
Dec				\$0.00			\$0.00
Totals	\$889,578.93	\$14,442,446.00	\$0.00	\$15,332,024.93	\$1,496,669.11	\$50,114.59	\$1,546,783.70

Cash Reconciliation	
2024 Beginning Unencumbered Cash	\$13,413,482.00
2024 Revenue	\$15,332,024.93
Less 2024 Expenditures/Encumbrances	\$1,546,783.70
2024 Ending Unencumbered Cash	\$27,198,723.23
Less Remaining Approved Projects	\$4,608,977.45
2024 Projected Unencumbered Cash	\$22,589,745.78
LESS RESERVED FUNDS	\$4,889,303.60
Projected 2024 Cash w/out Reserves	\$17,700,442.18

Riley County 2024 CIP Budget Authority Summary		
2024 CIP Budgeted Expenditures	\$7,990,119	% Budget Expended
Expenditures to Date	\$1,496,669	
2024 Remaining Budget Authority	\$6,493,450	
Riley County 2024 CIP Budgeted Revenue		
2024 CIP Budgeted Revenue	\$5,929,446	% Budgeted Revenue
Revenue to Date	\$15,332,025	

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

Radio Tower Hardware/Software update 2025
To be spent on North Co. EMS Facility & Public Safety HQ after ARPA funds are used

Attachment: July 2024 updated cash flows (14956 : Monthly Cash Flow Reports for July 2024)

2024 CIP Detailed Expenditures per Project and per Dept

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	Reserved for Approved Projects	2024 Actual Expenditures	Jan/Feb/Mar 2023 A/P	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
PUBLIC WORKS:									
13-13PW005		Unassigned - design cost for culverts	\$35,000.00	\$16,100.00				\$18,900.00	
18-18PW012	27	Fairgrounds ADA Walkway	\$170,000.00	\$104,648.05		\$2,837.10		\$62,514.85	
20-20LEC003		Rewire Elevator Safety Systems	\$40,000.00	\$0.00				\$40,000.00	
20-20PK004		CICO Parking Lot Engineering	\$10,000.00	\$0.00				\$10,000.00	
21-21LEC002		Elevator Repair-LEC Lobby	\$45,000.00	\$0.00				\$45,000.00	
21-21PW002		Semi Truck	\$85,000.00	\$0.00				\$85,000.00	
21-21PW007		Imaging Software & Conversion	\$75,000.00	\$0.00				\$75,000.00	
23-23PW001		Carnegie Elevator Modernization	\$220,000.00	\$0.00				\$220,000.00	
23-23PW003		Carnegie Boiler	\$75,000.00	\$11,604.00				\$63,396.00	
23-23PW004		Dump Truck Bed (Unit 26)	\$70,000.00	\$0.00				\$70,000.00	
23-23PW005		Dump Truck Bed (Unit 27)	\$70,000.00	\$0.00				\$70,000.00	
23-23PW006		550 Diesel Truck w/ Snow Plow & Spreader	\$120,000.00	\$7,475.00		\$9,860.00		\$102,665.00	
23-23PW007		32' Hydraulic Gooseneck Trailer	\$45,000.00	\$0.00		\$40,200.00		\$0.00	\$4,800.00
23-23LEC001	986	Replace Roof - LEC	\$404,000.00	\$0.00				\$404,000.00	
23-23PK001		Large Area Mower w/ Cab	\$72,000.00	\$0.00		\$70,633.73		\$1,366.27	
23-23PK002		Playground Equipment CICO Park (PK trx \$75000) & 18-18PK003, 21-21PK008	\$375,000.00	\$0.00				\$375,000.00	
24-24PW001		Courthouse & Health Department Elevator Modernization	\$385,000.00					\$385,000.00	
24-24PK001		30" Aerator	\$11,000.00					\$11,000.00	
24-24PK002		University Park Pickleball/Basketball Courts	\$11,000.00					\$11,000.00	
24-24PK003		Restroom in Ogden Community Park	\$11,000.00					\$11,000.00	
24-24PK004		Restroom Leonardville Park	\$11,000.00					\$11,000.00	
24-24PW002		FCRC Replace Roof	\$150,000.00					\$150,000.00	
24-24PW003		Museum - Replace HVAC	\$35,000.00					\$35,000.00	
24-24PW004		Museum - Lighting	\$75,000.00					\$75,000.00	
24-24PW005		1/2 Ton 4x4 Extended Cab Pickup	\$65,000.00					\$65,000.00	
24-24PW006		550 Diesel Truck w/ snow plow & spreader	\$125,000.00					\$125,000.00	
24-24PW007		3/4 Ton 4x4 Extended Cab Pickup w/Plow	\$75,000.00			\$4,664.00		\$70,336.00	
24-24PW008		Window Replacement - CPE building	\$500,000.00					\$500,000.00	
24-24LEC001		Kitchen Floor Replacement	\$30,000.00			\$11,881.44		\$18,118.56	
24-24LEC002		Jail Intake Shower	\$10,000.00			\$2,968.82		\$7,031.18	
24-24LEC003		Isolation Room	\$10,000.00			\$3,126.49		\$6,873.51	
PUBLIC WORKS TOTAL			\$3,415,000.00	\$139,827.05	\$0.00	\$146,171.58	\$0.00	\$3,124,201.37	\$4,800.00
EMERGENCY MEDICAL SERVICE									
13-13AM001	302	Design of the EMS Facility Enhancement	\$100,000.00	\$25,770.00				\$74,230.00	
20-20AM003	302	EMS Facility Engineering Design Cost	\$50,000.00	\$0.00				\$50,000.00	
22-22AM001	302	EMS AMBULANCE	\$325,000.00	\$302,902.00		\$17,289.02	\$4,808.98	\$0.00	
23-23AM001		Overhead Alerting Systems	\$187,545.61	\$0.00		\$34,871.15		\$152,674.46	
23-23AM002		Patient Mover Replacement	\$69,265.00	\$0.00		\$8,535.00		\$60,730.00	

Attachment: July 2024 updated cash flows (14956 : Monthly Cash Flow Reports for July 2024)

24-24AM001	New Ambulance	\$390,441.00				\$390,441.00	
24-24AM002	Zoll X Series Cardiac Monitor	\$46,000.00			\$43,958.88	\$2,041.12	
24-24AM003	Strker Powercot	\$30,806.97			\$28,733.03	\$2,073.94	
EMS TOTAL		\$1,199,058.58	\$328,672.00		\$133,387.08	\$4,808.98	\$732,190.52
CLERK							
21-21CK001	Open.Gov software	\$202,620.00	\$133,045.00		\$34,500.00	\$35,075.00	
CLERK TOTAL		\$202,620.00	\$133,045.00		\$34,500.00	\$0.00	\$35,075.00
Elections							
23-23EL002	985 CPE 4th Floor Renovations - Elections	\$720,000.00	\$8,595.00		\$533,463.16	\$10,161.61	\$167,780.23
CLERK TOTAL		\$720,000.00	\$8,595.00	\$0.00	\$533,463.16	\$10,161.61	\$167,780.23
ATTORNEY							
ATTORNEY TOTAL		\$0.00	\$0.00			\$0.00	\$0.00

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	Reserved for Approved Projects	2024 Actual Expenditures	Jan/Feb/Mar 2023 A/P	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
APPRAISER									
21-21AP001		Replacement Vehicle	\$35,144.00	\$0.00			\$35,144.00	\$0.00	\$0.00
		APPRAISER TOTAL	\$35,144.00	\$0.00			\$35,144.00	\$0.00	\$0.00
BOCC									
		BOCC TOTAL	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
PLANNING & DEVELOPMENT									
		PLANNING & DEVELOPMENT TOTAL	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
NOXIOUS WEED									
24-24NW001		10' Pull Behind Mower	\$32,000.00					\$32,000.00	
24-24NW002		Mower Tractor 6100 series	\$135,000.00					\$135,000.00	
		NOXIOUS WEED TOTAL	\$167,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$167,000.00	\$0.00
EMERGENCY MANAGEMENT									
16-16EM002		Standby/Backup Generator Pottorf Hall	\$40,126.00	\$0.00				\$40,126.00	
20-20EM005		Bi-directional amplifiers (radio project)	\$35,000.00	\$18,960.71				\$16,039.29	
21-21EM001		Mobile Command Post Upgrade/Equip Refresh	\$125,000.00	\$0.00		\$8,434.96		\$116,565.04	
21-21EM002		EM Storage Building	\$125,000.00	\$0.00				\$125,000.00	
23-23EM001		Outdoor Warning Siren Upgrade	\$85,000.00	\$0.00				\$85,000.00	
		EMERGENCY MANAGEMENT TOTAL	\$410,126.00	\$18,960.71	\$0.00	\$8,434.96	\$0.00	\$382,730.33	\$0.00
OTHER									
18-18EM003	21	Hardware Refresh Reserve (through 2025)	\$1,182,224.00		\$1,034,446.00			\$1,182,224.00	
	988	Ka-Comm Radio Replacement	\$400,000.00			\$30,000.00		\$370,000.00	
Lease pmt to 2033	21	Radio Infrastructure Project Lease (15 yr term through 2033)	\$6,401,938.00	\$2,133,979.89		\$426,795.89		\$3,841,162.22	
B&I Trx to 2025		2010-B G.O. Bond payment (15 yr term through 2025)	\$2,849,815.47	\$2,484,115.63		\$182,100.00		\$183,599.84	
Fair Reserve	74	Fair		\$3,485.20	111,439.75	\$1,816.44		\$106,138.11	
CARES Funds	977/978	North Co. EMS Facility & EMS HQ Reserved			\$1,890,133			\$1,890,132.96	
		OTHER TOTAL	\$10,833,977.47	\$4,618,095.52	\$3,036,018.71	\$640,712.33	\$0.00	\$7,573,257.13	\$0.00
TOTAL			\$16,982,926.05	\$5,247,195.28	\$3,036,018.71	\$1,496,669.11	\$50,114.59	\$12,182,234.58	\$4,800.00

Remaining Approved Projects less lease/debt payments \$4,608,977.45
(not included as these payments are subject to approval with annual budget)

Completed Projects

Attachment: July 2024 updated cash flows (14956 : Monthly Cash Flow Reports for July 2024)

2024 Detailed Expenditures per Project by Month

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	Reserved for Approved Projects	Jul	Aug	Sep	Jan/Feb/Mar 2023 A/P	Expenditures to Date	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
PUBLIC WORKS:												
13-13PW005		Unassigned - design cost for culverts	\$35,000.00	\$16,100.00						\$16,100.00	\$18,900.00	
18-18PW012	27	Fairgrounds ADA Walkway	\$170,000.00	\$104,648.05						\$107,485.15	\$62,514.85	
20-20LECO03		Rewire Elevator Safety Systems	\$40,000.00	\$0.00						\$0.00	\$40,000.00	
20-20PK004		CICO Parking Lot Engineering	\$10,000.00	\$0.00						\$0.00	\$10,000.00	
21-21LECO02		Elevator Repair-LEC Lobby	\$45,000.00	\$0.00						\$0.00	\$45,000.00	
21-21PW002		Semi Truck	\$85,000.00	\$0.00						\$0.00	\$85,000.00	
21-21PW007		Imaging Software & Conversion	\$75,000.00	\$0.00						\$0.00	\$75,000.00	
23-23PW001		Carnegie Elevator Modernization	\$220,000.00	\$0.00						\$0.00	\$220,000.00	
23-23PW003		Carnegie Boiler	\$75,000.00	\$11,604.00						\$11,604.00	\$63,396.00	
23-23PW004		Dump Truck Bed (Unit 26)	\$70,000.00	\$0.00						\$0.00	\$70,000.00	
23-23PW005		Dump Truck Bed (Unit 27)	\$70,000.00	\$0.00						\$0.00	\$70,000.00	
23-23PW006		550 Diesel Truck w/ Snow Plow & Spreader	\$120,000.00	\$7,475.00						\$17,335.00	\$102,665.00	
23-23PW007		32' Hydraulic Gooseneck Trailer	\$45,000.00	\$0.00						\$40,200.00	\$0.00	\$4,800.00
23-23LECO01	986	Replace Roof	\$404,000.00	\$0.00						\$0.00	\$404,000.00	
23-23PK001		Large Area Mower w/ Cab	\$72,000.00	\$0.00		\$70,633.73				\$70,633.73	\$1,366.27	
		Playground Equipment CICO Park (PK trx \$75000) & 18-18PK003, 21-21PK008	\$375,000.00	\$0.00						\$0.00	\$375,000.00	
23-23PK002		30" Aerator	\$11,000.00								\$11,000.00	
24-24PK001		Basketball/Pickleball Courts for University Park	\$11,000.00								\$11,000.00	
24-24PK002		Bathroom in Ogden Community Park	\$11,000.00								\$11,000.00	
24-24PK003		Restroom Leonardville Park	\$11,000.00								\$11,000.00	
24-24PW001		Courthouse & Health Department Elevator Modernization	\$385,000.00								\$385,000.00	
24-24PW002		FCRC Replace Roof	\$150,000.00								\$150,000.00	
24-24PW003		Museum - Replace HVAC	\$35,000.00								\$35,000.00	
24-24PW004		Museum - Lighting	\$75,000.00								\$75,000.00	
24-24PW005		1/2 Ton 4x4 Extended Cab Pickup	\$65,000.00								\$65,000.00	
24-24PW006		550 Diesel Truck w/ snow plow & spreader	\$125,000.00								\$125,000.00	
24-24PW007		3/4 Ton 4x4 Extended Cab Pickup w/Plow	\$75,000.00			\$ 4,664.00					\$70,336.00	
24-24PW008		Window Replacement	\$500,000.00								\$500,000.00	
24-24LECO01		Kitchen Floor Replacement	\$30,000.00								\$18,118.56	
24-24LECO02		Jail Intake Shower	\$10,000.00								\$7,031.18	
24-24LECO03		Isolation Room	\$10,000.00								\$6,873.51	
EMERGENCY MEDICAL SERVICE												
13-13AM001	302	Design of the EMS Facility Enhancement	\$100,000.00	\$25,770.00						\$25,770.00	\$74,230.00	
20-20AM003	302	EMS Facility Engineering Design Cost	\$50,000.00	\$0.00						\$0.00	\$50,000.00	
22-22AM001		EMS AMBULANCE	\$325,000.00	\$302,902.00					\$4,808.98	\$325,900.00	\$0.00	
23-23AM001		Overhead Alerting Systems	\$187,545.61	\$0.00						\$34,871.15	\$152,674.46	
23-23AM002		Patient Mover Replacement	\$69,265.00	\$0.00						\$8,535.00	\$60,730.00	
24-24AM001		New Ambulance	\$390,441.00								\$390,441.00	
24-24AM002		Zoll X Series Cardiac Monitor	\$46,000.00			\$43,958.88					\$2,041.12	
24-24AM003		Strker Powercot	\$30,806.97			\$28,733.03					\$2,073.94	
CLERK												
21-21CK001		Open.Gov software	\$202,620.00	\$133,045.00						\$167,545.00	\$35,075.00	
Election												
23-23EL002	985	CPE 4th Floor Renovations - Elections	\$720,000.00	\$8,595.00		\$213,904.16			\$10,161.61	\$552,219.77	\$167,780.23	
ATTORNEY												
APPRAISER												
21-21AP001		Replacement Vehicle	\$35,144.00	\$0.00					\$35,144.00	\$35,144.00	\$0.00	\$0.00
BOCC												
										\$0.00	\$0.00	
PLANNING & DEVELOPMENT												
			\$0.00	\$0.00						\$0.00	\$0.00	
NOXIOUS WEED												
24-24NW001		10' Pull Behind Mower	\$32,000.00								\$32,000.00	
24-24NW002		Mower Tractor 6100 series	\$135,000.00								\$135,000.00	
EMERGENCY MANAGEMENT												
16-16EM002		Standby/Backup Generator Pottorf Hall	\$40,126.00	\$0.00						\$0.00	\$40,126.00	
20-20EM005		Bi-directional amplifiers (radio project)	\$35,000.00	\$18,960.71						\$18,960.71	\$16,039.29	
21-21EM001		Mobile Command Post Upgrade/Equip Refresh	\$125,000.00	\$0.00						\$8,434.96	\$116,565.04	
21-21EM002		EM Storage Building	\$125,000.00	\$0.00						\$0.00	\$125,000.00	
23-23EM001		Outdoor Warning Siren Upgrade	\$85,000.00	\$0.00						\$0.00	\$85,000.00	
OTHER												
18-18EM003	21	Hardware Refresh Reserve (through 2025)	\$1,182,224.00	\$0.00	\$1,034,446.00					\$1,034,446.00	\$147,778.00	
	988	Ka-Comm Radio Replacement	\$400,000.00							\$30,000.00	\$370,000.00	
Lease to 2033	21	Radio Project Lease (15 yr term through 2033)	\$6,401,938.00	\$2,133,979.89						\$2,560,775.78	\$3,841,162.22	
B&I Trx to 2025		2010-B G.O. Bond pmt (15 yr term through 2025)	\$2,849,815.47	\$2,484,115.63						\$2,666,215.63	\$183,599.84	
Fair Reserve	74	Fair		\$3,485.20	\$111,439.75					\$5,301.64	\$106,138.11	
CARES Money	977/978	North Co. EMS Facility & EMS HQ Reserved			\$1,890,133					\$0.00	\$1,890,132.96	
TOTALS			\$16,982,926.05	\$5,250,680.48	\$3,036,018.71	\$361,893.80	\$0.00	\$0.00	\$50,114.59	\$7,736,577.52	\$11,147,788.58	\$4,800.00

\$1,546,783.70

Completed Projects

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

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

% of Year: 58.3

Month	Sales Tax Revenue	Reimbursements	KDOT	Total Revenue	Expenditures	Jan/Feb/Mar 2023 AP	Total Expenditures
Jan				\$0.00	\$35,096.58	\$84,819.38	\$119,915.96
Feb				\$0.00	\$4,391.61		\$4,391.61
Mar				\$0.00	\$16,627.53		\$16,627.53
Apr				\$0.00	\$89,630.59		\$89,630.59
May				\$0.00	\$196,362.47		\$196,362.47
Jun				\$0.00	\$100,470.37		\$100,470.37
Jul				\$0.00	\$552.25		\$552.25
Aug				\$0.00			\$0.00
Sep				\$0.00			\$0.00
Oct				\$0.00			\$0.00
Nov				\$0.00			\$0.00
Dec				\$0.00			\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$443,131.40	\$84,819.38	\$527,950.78

Cash Reconciliation	
2024 Beginning Unencumbered Cash	\$6,475,677.16
2024 Revenue	\$0.00
Less 2024 Expenditures/Encumbrances	\$443,131.40
2024 Ending Unencumbered Cash	\$6,032,545.76
Remaining 2024 Projected Revenue	\$0.00
Less Est. Project Balance for Projects	\$1,727,531.07
Less Est. Project Balance for Overlay	\$350,000.00
2024 Projected Unencumbered Cash	\$3,955,014.69

Riley County 2024 Budget Authority Summary		
2024 Budgeted Expenditures	\$6,892,240	% Budget Expended
Expenditures to Date	\$527,951	
2024 Remaining Budget Authority	\$6,364,289	7.66%

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

Attachment: July 2024 updated cash flows (14956 : Monthly Cash Flow Reports for July 2024)

2024 Detailed Expenditures per Project and per Department

Project Code	Projects	Project Estimate	Prior Year Expenditures	2024 Actual Expenditures	Jan/Feb/Mar 2023 AP	Remaining Project Estimate Totals	Completed Projects (Over) Under Estimate
CULVERTS							
457	Flat Rock Road	\$113,500.00	\$261,433.71	\$467.50	\$35,925.17	-\$184,326.38	
458	Parallel Road	\$117,000.00	\$58,024.87	\$357.58		\$58,617.55	
403	Kitten Creek Road	\$148,000.00	\$53,881.60	\$239.00		\$93,879.40	
459	Union Road	\$125,000.00	\$226,570.41	\$273.75	\$48,894.21	-\$150,738.37	
CULVERT TOTALS		\$503,500.00	\$599,910.59	\$1,337.83	\$84,819.38	-\$182,567.80	\$0.00
BRIDGES							
461	Fancy Creek K.O/6.2	\$653,800.00	\$59,941.43	\$411,653.17		\$182,205.40	
454	West 32nd Avenue	\$1,004,750.00	\$1,464,031.69			-\$459,281.69	-\$459,281.69
455	Rose Hill	\$654,200.00	\$159,048.83			\$495,151.17	
460	Winkler Mills Bridge	\$1,200,000.00	\$102,835.61			\$1,097,164.39	\$1,097,164.39
BRIDGE TOTALS		\$3,512,750.00	\$1,785,857.56	\$411,653.17	\$0.00	\$1,315,239.27	\$637,882.70
RECONSTRUCTION							
431	McDowell Creek Road (north end)	\$515,848.38	\$515,848.38	\$0.00		\$0.00	\$0.00
RECONSTRUCTION TOTALS		\$515,848.38	\$515,848.38	\$0.00	\$0.00	\$0.00	\$0.00
OVERLAY							
4	Unidentified Overlays	\$800,000.00	\$175,000.00	\$30,140.40		\$594,859.60	
OVERLAY TOTALS		\$800,000.00	\$175,000.00	\$30,140.40	\$0.00	\$594,859.60	\$0.00
TOTALS		\$5,332,098.38	\$3,076,616.53	\$443,131.40	\$84,819.38	\$1,727,531.07	\$637,882.70

Completed Projects

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

2024 Detailed Expenditures per Project by Month

Project Code	Projects	Project Estimate	Prior Year Expenditures	Jul	Aug	Sep	Jan/Feb/Mar 2023 AP	Expenditures to Date	Remaining Project Estimate
CULVERTS									
457	Flat Rock Road	\$113,500.00	\$261,433.71				\$35,925.17	\$297,826.38	-\$184,326.38
458	Parallel Road	\$117,000.00	\$58,024.87					\$58,382.45	\$58,617.55
403	Kitten Creek Road	\$148,000.00	\$53,881.60	\$89.00				\$54,120.60	\$93,879.40
459	Union Road	\$125,000.00	\$226,570.41				\$48,894.21	\$275,738.37	-\$150,738.37
BRIDGES									
461	Fancy Creek K.O/6.2	\$653,800.00	\$59,941.43	\$463.25				\$471,594.60	\$182,205.40
454	West 32nd Avenue	\$1,004,750.00	\$1,464,031.69					\$1,464,031.69	-\$459,281.69
455	Rose Hill	\$654,200.00	\$159,048.83					\$159,048.83	\$495,151.17
460	Winkler Mills Bridge	\$1,200,000.00	\$102,835.61					\$102,835.61	\$1,097,164.39
RECONSTRUCTION									
431	McDowell Creek Road (north end)	\$515,848.38	\$515,848.38					\$515,848.38	\$0.00
OVERLAY									
	4 overlays unidentified	\$800,000.00	\$175,000.00					\$205,140.40	\$594,859.60
TOTALS		\$5,332,098.38	\$3,076,616.53	\$552.25	\$0.00	\$0.00	\$84,819.38	\$3,604,567.31	\$1,727,531.07
							\$527,951		
Completed Projects									

Attachment: July 2024 updated cash flows (14956 : Monthly Cash Flow Reports for July 2024)

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

% of Year: 58.3

Month	Sales Tax Revenue	Reimbursements	KDOT	Total Revenue	Expenditures	Jan/Feb/Mar	Total Expenditures
						2023 A/P	
Jan	\$212,079.24			\$212,079.24			\$0.00
Feb	\$239,257.27			\$239,257.27			\$0.00
Mar	\$196,726.95			\$196,726.95			\$0.00
Apr	\$200,963.47			\$200,963.47			\$0.00
May	\$216,822.94			\$216,822.94			\$0.00
Jun	\$214,531.81			\$214,531.81			\$0.00
Jul	\$225,636.56			\$225,636.56			\$0.00
Aug				\$0.00			\$0.00
Sep				\$0.00			\$0.00
Oct				\$0.00			\$0.00
Nov				\$0.00			\$0.00
Dec				\$0.00			\$0.00
\$1,506,018.24		\$0.00	\$0.00	\$1,506,018.24	\$0.00	\$0.00	\$0.00

Cash Reconciliation		
2024 Beginning Unencumbered Cash	\$2,160,855.87	
2024 Revenue	\$1,506,018.24	
Less 2024 Expenditures/Encumbrances	\$0.00	
2024 Ending Unencumbered Cash	\$3,666,874.11	
Remaining 2024 Projected Revenue	\$0.00	
Less Est. Project Balance for CY	\$0.00	
2024 Projected Unencumbered Cash	\$3,666,874.11	

Riley County 2024 Budget Authority Summary			
2024 Budgeted Expenditures	\$3,967,650	% Budget Expended	0.00%
Expenditures to Date	\$0		
2024 Remaining Budget Authority	\$3,967,650		
Riley County 2024 Budgeted Revenue			
2024 Budgeted Revenue	\$2,000,000	% Budgeted Revenue	75.30%
Revenue to Date	\$1,506,018		

Attachment: July 2024 updated cash flows (14956 : Monthly Cash Flow Reports for July 2024)

2024 Detailed Expenditures per Project and per Department

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

OVERLAY

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

Completed Projects

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

2024 Detailed Expenditures per Project by Month

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

Attachment: July 2024 updated cash flows (14956 : Monthly Cash Flow Reports for July 2024)