



**Board of Riley County
Commissioners
Regular Meeting
Agenda
September 13, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. W. 32nd Bridge Replacement Project- Bid Recommendation
4. Agreement with Schwab-Eaton, P.A. for the Interim Bridge Inspections - 2021
5. Sign Riley County Personnel Action Form(s)

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Sep 9, 2021 8:30 AM

Review Tentative Agenda

7. Tentative Agenda

Press Conference Topics

8. Discuss Press Conference

9:00 AM

Russel Stukey, Emergency Management Director

9. Bid opening for firefighting skid unit

9:15 AM

Christy Rodriguez, Flint Hills Regional Council Director

10. Flint Hills Regional Council update

9:30 AM

Press Conference

11. Presentation of retirement plaque to Steve Higgins - John Ford (3-5 minutes)

9:50 AM Clancy Holeman, Counselor/Director of Administrative Services

- 12. Administrative Work Session
- 13. Pending County Projects County Counselor

10:10 AM John Ellermann, Public Works Director/County Engineer

- 14. Public Works Project Update

10:25 AM Amanda Smeller, Planning/Special Projects Director

- 15. Sign Letter of Support for Flint Hills Regional Council's EPA Brownfields Assessment Grant Application

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, September 14, 2021 (KF).

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



PUBLIC WORKS
Bid

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

COMMISSION AGENDA REPORT

FROM: Shannon Sterling, Admin. Assistant II

MEETING: September 13, 2021

SUBJECT: W. 32nd Bridge Replacement Project- Bid Recommendation

PRESENTER: John Ellermann, Director of Public Works

Staff has reviewed the bids for the above referenced project and found them to be in order. It is our recommendation to award the contract to the low bidder, King Construction Co., Inc. of Hesston, KS, in the amount of \$1,284,589.40.

The contractor plans to begin work on or about January 31, 2022, and anticipates 150 working days to complete the project. This is a Sales Tax funded project.

POSSIBLE MOTION(S)

Move to approve the bid from King Construction Co., Inc. in the amount of \$1,284,589.40.

Move to deny the bid from King Construction Co., Inc. in the amount of \$1,284,589.40.

Move to table for further discussion.

Enclosures:

- Letter of Recommendation and Bid Tab (PDF)



Alfred Benesch & Company
 3226 Kimball Avenue
 Manhattan, KS 66503-2157
 www.benesch.com
 P 785-539-2202
 F 785-539-2393

September 9, 2021

John Ellermann, PE
 Public Works Director
 6215 Tuttle Creek Blvd
 Manhattan, KS 66503

RE: WEST 32nd BRIDGE BID OPENING LETTER OF RECOMMENDATION

Dear Mr. John Ellerman, PE,

West 32nd Bridge Replacement, project No. T.0-30.8, were received and opened on September 2, 2021. Two bids were received, and a summary of the bids are included in the chart below and more detailed reports are attached.

Project #	Engineer Estimate	King Construction Co. Inc.	Ebert Construction Co. Inc.
T.0-30.8	\$1,262,389.30	\$1,284,589.40	\$1,759,338.12

The lowest responsible bidder was King Construction Co, Inc. King Construction Co, Inc has years of experience with similar infrastructure projects. In addition, they have constructed numerous projects like this in the region. We have reviewed their bid and find no reason that the Riley County should not enter into an agreement for construction services for the above referenced projects. We recommend King Construction Co, Inc.

Sincerely,

Michael Heigert, PE

Attachment: Letter of Recommendation and Bid Tab (11111 : W. 32nd Bridge Replacement Project- Bid Recommendation)

Riley County Public Works

BID TABILATION SHEET

W. 32nd Ave Bridge Replacement
Project No. T.0-30.8

Thursday, September 2, 2021

ENGINEER'S ESTIMATE

Benesch

King Construction Co., Inc.
 301 N. Lancaster Ave
 Hesston, KS 67062

Ebert Construction Co., Inc
 103 W. Valley St., P O Box 198
 Warnego, KS 66547

#	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 118,268.81	\$ 118,268.81	\$ 126,581.92	\$ 126,581.92
2	Contractor Construction Staking	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00
3	Clearing and Grubbing	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
4	Removal of Existing Structure	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 34,500.00	\$ 34,500.00	\$ 35,000.00	\$ 35,000.00
5	Common Excavation	279	CY	\$ 7.00	\$ 1,953.00	\$ 6.00	\$ 1,674.00	\$ 6.00	\$ 1,674.00
6	Common Excavation (Contr. Furnished)	113	CY	\$ 17.00	\$ 1,921.00	\$ 12.00	\$ 1,356.00	\$ 12.00	\$ 1,356.00
7	Rock Excavation	96	CY	\$ 22.00	\$ 2,112.00	\$ 20.00	\$ 1,920.00	\$ 20.00	\$ 1,920.00
8	Compaction of Earthwork (Type AA)(MR-0-5)	77	CY	\$ 2.00	\$ 154.00	\$ 3.25	\$ 250.25	\$ 3.25	\$ 250.25
9	Compaction of Earthwork (Type B)(MR-90)	229	CY	\$ 10.00	\$ 2,290.00	\$ 2.00	\$ 458.00	\$ 2.00	\$ 458.00
10	Gaurdail Removal of Steel Plate	204	LF	\$ 53.00	\$ 10,812.00	\$ 2.46	\$ 501.84	\$ 18.30	\$ 3,733.20
11	Guardrail, Steel Plate (MGS)	125	LF	\$ 82.00	\$ 10,250.00	\$ 117.64	\$ 14,705.00	\$ 122.29	\$ 15,286.25
12	Guardrail, Steel Plate (CGS)	75	LF	\$ 82.00	\$ 6,150.00	\$ 114.74	\$ 8,605.50	\$ 119.39	\$ 8,954.25
13	MGS - Crashworthy End Terminal	3	Ea.	\$ 3,500.00	\$ 10,500.00	\$ 3,981.76	\$ 11,945.28	\$ 4,201.00	\$ 12,603.00
14	Concrete Payment (10" Uniform)(AE)(BR.APP)	272	SY	\$ 230.00	\$ 62,560.00	\$ 225.00	\$ 61,200.00	\$ 365.02	\$ 99,285.44
15	Bridge Approach Slab Footing	36.4	CY	\$ 375.00	\$ 13,650.00	\$ 375.00	\$ 13,650.00	\$ 421.77	\$ 15,352.43
16	HMA - Commerical Grade (Class A)	108	Ton	\$ 110.00	\$ 11,880.00	\$ 190.00	\$ 20,520.00	\$ 190.00	\$ 20,520.00
17	Aggregate Base (AB-3)(8")	565	SY	\$ 12.00	\$ 6,780.00	\$ 11.00	\$ 6,215.00	\$ 11.00	\$ 6,215.00
18	Aggregate Shoulder (AS-1)(6")	322	SY	\$ 18.00	\$ 5,796.00	\$ 11.00	\$ 3,542.00	\$ 11.00	\$ 3,542.00
19	Water (Aggregate Base)(Set Price)	1	Mgal	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
20	Seeding	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 7,220.96	\$ 7,220.96
21	Sediment Removal (set price)	1	CY	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
22	Temporary Stream Crossing	1	Ea.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 39,390.52	\$ 39,390.52
23	Silt Fence	971	LF	\$ 2.00	\$ 1,942.00	\$ 4.00	\$ 3,884.00	\$ 4.63	\$ 4,495.73
24	Mulch Tacking Slurry	306	Lbs.	\$ 0.80	\$ 244.80	\$ 1.00	\$ 306.00	\$ 1.56	\$ 477.36
25	Mulching	1	Ton	\$ 300.00	\$ 300.00	\$ 385.00	\$ 385.00	\$ 300.48	\$ 300.48
26	Water (Erosion Control)(Set price)	1	Mgal	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
27	Signing Object Markers (Type 3)	10	Ea.	\$ 130.00	\$ 1,300.00	\$ 160.00	\$ 1,600.00	\$ 125.00	\$ 1,250.00
28	Sign (Remove and Reset)	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 300.00	\$ 300.00	\$ 2,200.00	\$ 2,200.00
29	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,194.18	\$ 5,194.18
30	Class I Excavation	204	CY	\$ 50.00	\$ 10,200.00	\$ 50.00	\$ 10,200.00	\$ 38.75	\$ 7,905.00
31	Class II Excavation	132	CY	\$ 170.00	\$ 22,440.00	\$ 50.00	\$ 6,600.00	\$ 273.76	\$ 36,136.32
32	Concrete (Grade 4.0)(AE)	187.2	CY	\$ 600.00	\$ 112,320.00	\$ 665.00	\$ 124,488.00	\$ 1,051.43	\$ 196,827.70
33	Concrete (Grade 4.0)(AE)(SW)	499.2	CY	\$ 600.00	\$ 299,520.00	\$ 665.00	\$ 331,968.00	\$ 764.09	\$ 381,433.73
34	Reinforcing Steel (Grade 60)	6430	Lbs.	\$ 1.20	\$ 7,716.00	\$ 1.50	\$ 9,645.00	\$ 1.55	\$ 9,966.50
35	Reinforcing Steel (Grade 60)(Epoxy Coated)	85690	Lbs.	\$ 1.15	\$ 98,543.50	\$ 1.25	\$ 107,112.50	\$ 2.00	\$ 171,380.00
36	Piles (Steel)(HP 12x53)	665	LF	\$ 45.00	\$ 29,925.00	\$ 52.00	\$ 34,580.00	\$ 67.22	\$ 44,701.30
37	Piles (Steel)(HP 12x74)	1032	LF	\$ 75.00	\$ 77,400.00	\$ 72.00	\$ 74,304.00	\$ 96.49	\$ 99,577.68
38	Test Piles (Special)(HP 12x74)	149	LF	\$ 75.00	\$ 11,175.00	\$ 82.00	\$ 12,218.00	\$ 96.49	\$ 14,377.01
39	Cast Steel Piles Points	28	Ea.	\$ 150.00	\$ 4,200.00	\$ 180.00	\$ 5,040.00	\$ 188.97	\$ 5,291.16
40	Abutment Strip Drain	20	CY	\$ 175.00	\$ 3,500.00	\$ 415.00	\$ 8,300.00	\$ 341.03	\$ 6,820.60
41	Bridge Backwall Protection System	37	SY	\$ 35.00	\$ 1,295.00	\$ 30.00	\$ 1,110.00	\$ 30.10	\$ 1,113.70
42	Slope Protection (RipRap Stone)	629	CY	\$ 70.00	\$ 44,030.00	\$ 45.00	\$ 28,305.00	\$ 72.96	\$ 45,891.84
43	Substructure Waterproofing Membrane	135	SY	\$ 100.00	\$ 13,500.00	\$ 45.00	\$ 6,075.00	\$ 114.00	\$ 15,390.00
44	Multi-Layer Polymer Overlay	652	SY	\$ 55.00	\$ 35,860.00	\$ 48.61	\$ 31,693.72	\$ 48.61	\$ 31,693.72
45	Post-Tensioning for Slab Bridge	35613	Lbs.	\$ 5.00	\$ 178,065.00	\$ 4.50	\$ 160,258.50	\$ 7.53	\$ 268,165.89
					\$ 1,262,389.30			\$ 1,284,589.40	\$ 1,759,338.12
Proposed Starting Date:						1/31/2022		4/4/2022	
Proposed Number of Working Days:						150		200	

*corrected error on
 Estimated amounts
 & subsequent totals

Attachment: Letter of Recommendation and Bid Tab (11111 : W. 32nd Bridge Replacement Project- Bid



PUBLIC WORKS
Contract

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

COMMISSION AGENDA REPORT

FROM: Shannon Sterling, Admin. Assistant II

MEETING: September 13, 2021

SUBJECT: Agreement with Schwab-Eaton, P.A. for the Interim Bridge Inspections - 2021

PRESENTER: John Ellermann, Director of Public Works

Attached for your approval is the agreement for the Interim Bridge Inspections - 2021 with Schwab Eaton P.A., in the amount of \$5,800.00.

Staff recommends approval.

POSSIBLE MOTION(S)

Move to approve and sign the agreement for the Interim Bridge Inspections - 2021 with Schwab Eaton P.A., in the amount of \$5,800.00.

Move to deny.

Move to table for further discussion.

Enclosures:

- Schwab-Eaton_Agreement for professional Services_Interim Bridge Inspection (PDF)



AGREEMENT FOR PROFESSIONAL SERVICES

Between

Riley County, Kansas

And

Schwab-Eaton, P.A.
5410 Ledge Stone Drive, Suite 100
Manhattan, Kansas 66503

Agreement Date _____, 20____.

This AGREEMENT, made and entered into by and between that Board of County Commissioners of **Riley County, KS.** (OWNER) and Schwab-Eaton, P.A. (ENGINEER), for obtaining Professional Engineering Services. The scope of services shall be as set out in Attachment A, and the compensation to the ENGINEER shall be set out in Attachment B and made a part hereof the attached hereto.

ARTICLE 1. SCOPE OF SERVICES

The Scope of Services is set forth in Attachment A.

ARTICLE 2. COMPENSATION

ENGINEER's compensation is set forth in Attachment B.

ARTICLE 3. TERMS OF PAYMENT

Payment to the Engineer will be made as follows:

- A. **INVOICES AND TIME OF PAYMENT**
ENGINEER will issue itemized monthly invoices for all work performed under this Agreement. Invoices are due and payable on receipt. Upon completion of services enumerated in ARTICLE 1, the final payment of any balance will be due upon receipt of the final invoice.
- B. **COMPENSATION FOR INSURANCE AND BONDING.**
The OWNER will compensate the ENGINEER for insurance required by this agreement in excess of the ENGINEER'S current level of coverage as specified in Article 4 B (a) thru (d) upon presentation of documentation that such costs have been paid by the Engineer.

ARTICLE 4. OBLIGATIONS OF THE ENGINEER

- A. **STANDARD OF CARE**
The standard of care applicable to ENGINEER'S services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services. The ENGINEER will perform any services not meeting this standard without additional compensation.
- B. **ENGINEER'S INSURANCE AND BONDS**
The ENGINEER will maintain throughout this AGREEMENT the following insurance:
 - (a) Worker's compensation and employer's liability insurance as required by the State of Kansas.
 - (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on site and off site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
 - (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
 - (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.
 - (e) OWNER will be named as an additional insured with respect to ENGINEER'S liabilities hereunder in insurance coverage identified in items "b" and "c", and ENGINEER waives subrogation against OWNER as to said policies.

C. **GENERAL INFORMATION**

Engineer will be solely responsible for the adequacy and accuracy of the design plans, specifications, estimates, surveys and any necessary studies or investigations, including, but not limited to environment, hydraulics, and geological investigations or studies. Any review of these items performed by the County or their representatives is not intended to and shall not be construed as a release of the Engineer's duty to provide adequate and accurate design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to environmental, hydraulic and geological investigations or studies.

ARTICLE 5. OBLIGATIONS OF THE OWNER

A. **OWNER – FURNISHED DATA**

The OWNER will provide to the ENGINEER all technical data in the OWNER'S possession relating to the ENGINEER'S services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER.

B. **ADVERTISEMENTS, PERMITS, AND ACCESS**

Unless otherwise agreed to in the Scope of Services, the OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, province, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER'S services or PROJECT construction.

C. **TIMELY REVIEW**

The OWNER will examine the ENGINEER'S studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as OWNER deems appropriate; and render in writing decisions required of OWNER in a timely manner.

D. **CHANGES**

The OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER'S cost of or time required for performance of the services, an equitable adjustment will be made through an amendment of this AGREEMENT.

E. **SERVICES OF ENGINEER**

Unless this AGREEMENT is modified or terminated, the OWNER will have all services specified in the AGREEMENT performed by the ENGINEER, employing ENGINEER'S standard form and content of drawings, specifications and contract documents, all subject to OWNERS review and approval.

ARTICLE 6. GENERAL LEGAL PROVISIONS

Amendments to Article 6, if any, are included in Attachment C.

A. AUTHORIZATION TO PROCEED

Execution of the AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

B. REUSE OF PROJECT DOCUMENTS

All engineering documents prepared in connection with this Project shall be the property of ENGINEER, whether the Project for which they are made is executed or not. However, ENGINEER will provide OWNER with a copy of final documents, including but not limited to prints and reproductions. Reports, plans, specifications and related documents are ENGINEER'S copyrighted document, and ENGINEER, at his option may so identify them by appropriate markings. Provided that ENGINEER is paid in full for services, then OWNER may subsequently reuse these final documents without any additional compensation or agreement of ENGINEER. However, such reuse without written verification or adaptation by ENGINEER for specific purpose intended by OWNER shall be at OWNER'S sole risk and without any liability or legal exposure to ENGINEER whatsoever.

C. FORCE MAJEURE

The OWNER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the OWNER.

D. TERMINATION

This AGREEMENT may be terminated for convenience on 30 days written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, ENGINEER will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

E. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The OWNER may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the OWNER. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT'S schedule, commitment and cost of ENGINEER'S personnel and subcontractors, and ENGINEER'S compensation will be made.

F. NO THIRD PARTY BENEFICIARIES

This AGREEMENT gives no rights or benefits to anyone other than the OWNER and ENGINEER and has no third-party beneficiaries.

G. INDEMNIFICATION

ENGINEER agrees to indemnify and defend OWNER from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of ENGINEER, its employees, or agents in connection with the PROJECT. OWNER agrees to indemnify and defend ENGINEER from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of OWNER, its employees, or agents in connection with the PROJECT. If the negligence or willful misconduct of both the ENGINEER and OWNER (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ENGINEER and OWNER in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

H. ASSIGNMENT

Neither party will assign all or any part of this AGREEMENT without prior written consent of the other party.

I. INTERPRETATION

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. Parties mean the OWNER and the ENGINEER, and their officers, employees, agents, affiliates and subcontractors.

J. JURISDICTION

The law of the State of Kansas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

K. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Articles 4, 5, and 6 shall survive termination of this AGREEMENT for any cause.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

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

Attachment A - Scope of Services

Attachment B - Compensation / Hourly Billing Rates

Attachment C - Contractual Provisions

IN WITNESS WHEREOF, the parties execute below:

For Riley County, Kansas, dated this _____ day of _____, 20____.

By: _____
John Ford, Chairman

By: _____
Greg McKinley, Commissioner

By: _____
Kathryn Focke, Commissioner

For the ENGINEER, _____ Schwab-Eaton, P.A. _____, dated this 3rd day of
September, 2021.

By: _____
Name Title

ATTACHMENT A

The Engineer shall provide the services required for the Interim Bridge Inspection and Analysis for the bridges listed below on the RS and Off-System Road in Riley County.

ARTICLE 1. SCOPE OF SERVICES

The services to be performed by the ENGINEER will include:

1. Perform Interim 12-month Bridge Inspections for Structures:
 - B.0-17.9 – Timber Creek
 - B.4-17.7 – Timber Creek
 - D.5-9.1 – Otter Creek
 - I.1-10.8 – Walnut Creek
 - O.7-2.6 – Swede Creek
 - Q.0-28.7 – Tributary to Kansas River
 - T.0-30.8 – McDowell Creek
 - CC.0-27.0 – N. of Zeandale
 - DD.0-28.1 – Deep Creek
2. Perform Fracture Critical (Hands-On) Inspections for the following Structures:
 - D.5-9.1 – Otter Creek
 - DD. 0-28.1 – Deep Creek
3. Perform Scour Evaluations/Justification Forms (POA) for the following Structures:
 - CC.0-27.0 – N. of Zeandale
4. Include for each new structure, a minimum of three (3) photographs showing a roadway view, one upstream and one downstream view with any additional photos necessary to show major defects. A record of all pictures, sorted by bridge and which can be transferred to Riley County's existing electronic bridge files, shall be submitted in electronic format.
5. Prepare updated data disks containing the necessary County bridge data for Riley County and the Kansas Department of Transportation Bureau of Local Projects.
6. Prepare updated copies of the Structure Inventory and Appraisal (SI&A) Form for each bridge that has deteriorated, been repaired or replaced.
7. Prepare an inspection update form for each bridge to be inserted in the file for the County's records and an electronic copy of this information, sorted by bridge, which can be transferred to Riley County's existing electronic bridge files.
8. If any load limit signs are found missing, knocked down, damaged to the point of not being legible, or obscured by vegetation; the inspector shall report this information to the Owner on the same day as discovered by cell phone (if in range/service) or in person. If, during the routine inspection, the bridge inspector observes any items affecting the safety of the public, structural integrity of the bridge, or any existing warning signs (i.e. low clearance, one lane bridge, narrow bridge, sharp turn ahead, etc.) that have been knocked down, damaged to the point of not being legible, or obscured by vegetation; the inspector shall report this

information to the Owner on the same day as discovered by cell phone (if in range/service) or in person.

9. If, during the inspection, the bridge inspector observes any items affecting the safety of the public, structural integrity of the bridge, or any existing warning signs (i.e. low clearance, one lane bridge, narrow bridge, sharp turn ahead, etc.) that have been knocked down, damaged to the point of not being legible, or obscured by vegetation; the inspector shall report this information to the Owner on the same day as discovered by cell phone (if in range/service) or in person.
10. Prepare, and furnish six copies of a written report containing:
 - a. All correspondence pertaining to the submittal of project generated data.
 - b. A brief summary of the current condition of each Interim inspected bridge. Include any necessary structure description, posting & scour rating, sufficiency rating set forth in the Riley County Biennial Report submitted by Schwab-Eaton, P.A.
 - c. Update the County's Master List as needed.
 - d. Existing posting and recommended posting for the structures that have deteriorated or been repaired or replaced since the last inspection.
 - e. A general description of recommended repair or rehabilitation of each Interim inspected bridge.
 - f. A listing of bridges that need immediate attention.
 - g. Listings of FC and scour critical structures.
 - h. Tables for each of the following:
 - All bridges with current and "unresolved" Critical Inspection Findings (CIF)'s.
 - All bridges with current and "unresolved" Scour Plan of Actions (POA)'s.

ATTACHMENT B

Schwab-Eaton, P.A.
Compensation

Attachment B to the AGREEMENT between Schwab-Eaton, P.A. (the ENGINEER), and Riley County, Kansas, (the OWNER), for a PROJECT generally described as:

Interim Bridge Inspections- 2021

ARTICLE 1. COMPENSATION

Compensation by the OWNER to the ENGINEER will be as follows:

A. BUDGET

A project budget amount of **Five Thousand, Eight Hundred Dollars (\$5,800.00)**, excluding taxes, is hereby established for services in Attachment A. The total payments to the ENGINEER shall not exceed the budget unless approved by the OWNER.

B. SUPPLEMENTAL SERVICES

Compensation for Supplemental Services shall be made when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner prior to authorization.

C. Current Billing Rates will apply for this project

This Attachment B supersedes all prior written or oral understandings of the Compensation and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

FOR THE OWNER, **RILEY COUNTY, KANSAS**

Dated this _____ day of _____, 20____.

By: _____
John Ford, Chairman

By: _____
Greg McKinley, Commissioner

By: _____
Kathryn Focke, Commissioner

For the ENGINEER, _____ Schwab-Eaton, P.A.

By: _____
Dana Seal

ATTACHMENT C

Attachment C to "Contract" Between Riley County, Ks (hereinafter "County"), and
Schwab-Eaton, P.A. (hereinafter "Engineer").

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Engineer. In the event of such termination, County agrees to give written notice of termination to Engineer. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Engineer.
6. **ANTI-DISCRIMINATION CLAUSE.**
 - 6.1. In carrying out the Contract, Engineer shall comply with K.S.A. 44-1001 *et seq.*
 - 6.2. Engineer shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
 - 6.3. In all solicitations or advertisements for employees, Engineer shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - 6.4. If Engineer fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Engineer shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
 - 6.5. If Engineer is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Engineer shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
 - 6.6. Engineer shall include the provisions of paragraphs 6.1 through 6.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Engineer.
 - 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Engineer employs fewer than four employees or if Engineer's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.
7. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
8. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Engineer thereby represents that such person is duly authorized by Engineer to execute the document on behalf of Engineer and Engineer agrees to be bound by the provisions thereof. Engineer shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Engineer for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Engineer shall bear the risk of any loss or damage to any personal property to which Engineer holds title.
12. **TERM AND TERMINATION.**
 - 12.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
 - 12.2. **Termination for Cause.** If Engineer shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Engineer shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Engineer of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.
 - 12.3. Notwithstanding the above, Engineer shall not be relieved of liability to County by virtue of any breach of the Contract by Engineer.
 - 12.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Engineer, stating the effective date of the termination for convenience.
 - 12.5. **Payment Calculation upon Termination.** In the event of termination under the Contract by either party, any amount owed Engineer will be calculated based solely upon payment for fair value of acceptable services provided by Engineer to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.
13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Engineer and County is of a contractual nature. Both parties assert and believe that Engineer is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Engineer is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an

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

14. **PERSONNEL.**

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

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

- 15.1. **Interest of Public Officials and Others.** No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.
 - 15.2. **Interest of Engineer.** Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.
 - 15.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Engineer to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
16. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

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

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

- 18.1. **Documentation of Costs.** All costs incurred by Engineer for which Engineer purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
- 18.2. **Maintenance of Records.** Except as otherwise authorized by County, Engineer shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
- 18.3. **Reports.** During the term of this contract, Engineer shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Engineer will be withheld by County if Engineer fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.
- 18.4. **Audit.** Engineer shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.
- 18.5. **Availability of Records.** Upon advance written notice Engineer agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.
- 18.6. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.
- 18.7. **Engineer's Purchasing Procedure.** Engineer certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Engineer agrees to make available a written description of its purchasing procedures if requested by County.

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

- 19.1. **Billing Procedures.** Engineer agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing

and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.

- 19.2. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 18, above.
- 19.3. **Reimbursement Restrictions.** Payments shall be made to Engineer only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract. County reserves the right to disallow reimbursement for any item or service billed by Engineer if County believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.
- 19.4. **Pre-disbursement Requirements.** Engineer must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Engineer.
- 19.5. **Mailing Address.** Payments shall be mailed to Engineer's address as set forth herein.
20. **LICENSES AND PERMITS.** Engineer shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Engineer shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.
21. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
23. **MERGER/SALE/TRANSFER OF ENGINEER ASSETS.** Engineer will notify County in writing at least thirty (30) calendar days in advance of Engineer's merger with any other business entity, or of any sale or other transfer of Engineer's assets to any other business entity. In the event of any such merger, sale or other transfer of Engineer assets, Engineer will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Engineer assets. After such merger, sale or other transfer of Engineer assets, Engineer will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Engineer under this Contract.
24. **LIABILITY INSURANCE.** Engineer agrees to maintain the minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for

Proposal. Liability insurance coverage must be considered as primary and not as excess insurance (excluding Workers' Compensation and Professional Liability). Engineer shall furnish a certificate evidencing such coverage, with County named as an additional insured (excluding Workers' Compensation and Professional Liability), which shall be delivered to the Office of the Riley County Counselor for approval. Such certificate shall contain a provision that coverage afforded under the policies will not be canceled, or non-renewed until thirty (30) days after County receives notice of such change by registered mail.

25. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Vendor to perform the services hereunder, Vendor agrees to promptly replace that person with an individual approved by County.
26. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
27. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

ENGINEER

SCHWAB EATON, P.A.

By: 
Name

2/3/21
Date

(seal)

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

COUNTYBOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
John Ford, Chairman

Date

ATTEST:

Rich Vargo, County Clerk



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager

MEETING: September 13, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-09R Haag -PRN EMT (green) (PDF)
- 2021-09 P Garcia - Contact Tracer (green) (PDF)
- 2021-09 S Higgins - Zoning Enforcement (green) (PDF)
- 2021-09 N Walker - Intern (green) (PDF)
- 2021-09 C Walker - Intern (green) (PDF)
- 2021-09 T Ruymdel - Intern (green) (PDF)
- 2021-09 L Shea - Intern (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 8/27/2021
☒ Change		Employee #

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

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

Haag	Ryan		
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Name: Last First Middle Home Phone

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Address: Street City State Zip

Part Time EMT	Ambulance/EMS	00001-0000020
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Position Title Department Fund

8/27/2021	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
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Effective Date Ending Date For Temporary Is this a budgeted position?

EMT	1	\$13.81	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department: David Adams Date: 9-7-21

Personnel: CR Mue 9/9/21

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date: 9/8/2021
☐ Change		Employee #

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

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

Gatica	Paulina		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Covid-19 Contact Tracer	Health Department	00030-000400-0337
Position Title	Department	Fund

9/15/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

B	9	\$15.80	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department: _____ Date: 9-8-21

Personnel: Elia Alvarado 9/9/21

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 9-9-2021
☒ Change		Employee #

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

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

Higgins	Steve		
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Name: Last First Middle Home Phone

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Address: Street City State Zip

Zoning Enforcement Office	Planning & Development	0001-0000024
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Position Title Department Fund

9/30/2021	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
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Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

O	15	\$35.59	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department:

Date:

Personnel:

BOCC

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date: 9-8-2021
☐ Change		Employee #

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

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

Walker	Natasha		
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Name: Last First Middle Home Phone

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Address: Street City State Zip

Clinical Rotation Student	Health Department	
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Position Title Department Fund

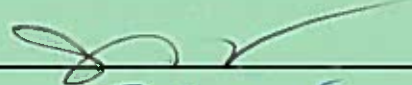
8/26/2021	☐	☐		☐ Yes	☐ No
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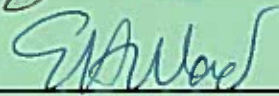
Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

Student		\$0.00	☐ Hour	\$0.00	☐ Bi-weekly	☐ 40	☐
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department:  Date: 9-8-21

Personnel:  9/9/21

BOCC
Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date: 9-8-2021
☐ Change		Employee #

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

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

Walker	Carmen		
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Name: Last First Middle Home Phone

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Address: Street City State Zip

MCH Intern	Health Department	
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Position Title Department Fund

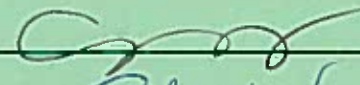
8/31/2021	☐	☐		☐ Yes	☐ No
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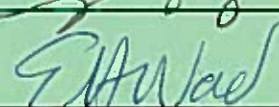
Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

Intern		\$0.00	☐ Hour	\$0.00	☐ Bi-weekly	☐ 40	☐
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department:  Date: 9-8-21

Personnel:  9/9/21

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date: 9-8-2021
☐ Change		Employee #

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

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

Rundel	Tatym		
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Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

Clinical Rotation Student	Health Department	_____
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Position Title Department Fund

8/26/2021	☐	☐		☐ Yes	☐ No
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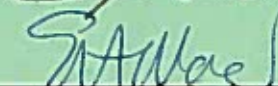
Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

Student		\$0.00	☐ Hour	\$0.00	☐ Bi-weekly	☐ 40	☐
---------	--	--------	-------------------------------	--------	------------------------------------	-----------------------------	--------------------------

Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department:  Date: 9-8-21

Personnel:  9/9/21

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date: 9-8-2021
☐ Change		Employee #

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

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

Shea	Lauren		
Name: Last	First	Middle	Home Phone

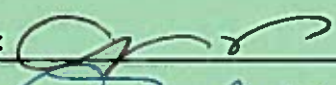
Address: Street	City	State	Zip

Clinical Rotation Student	Health Department	_____
Position Title	Department	Fund

8/30/2021	☐	☐		☐ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

Student		\$0.00	☐ Hour	\$0.00	☐ Bi-weekly	☐ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department:  Date: 9-8-21

Personnel:  9/9/21

BOCC

Chairman: _____

Member: _____

Member: _____



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
September 16, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

[District 1 – John Ford, Chair](#)

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

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

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Bid recommendation for firefighting skid unit
2. Discuss Intergovernmental Luncheon

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

9:50 AM

Break

10:00 AM

Gary Fike, County Extension Director

5. Staff update

10:15 AM

Dennis Butler, RCPD Director

6. RCPD update

10:30 AM

Shilo Heger, Treasurer

7. Monthly revenue reports

4:00 PM

Joint City/County/County Meeting (at City Offices)

Adjournment

Attachment: 09-16-21 tentative agenda (10494 : Tentative Agenda)

Announcement

Good Morning Manhattan Virtual Meeting will be held today 7:30 - 8:30 a.m. via Zoom.

Beginning at 7:30 a.m. Thursday, September 16, 2021 lasting until approximately 8:30 a.m., the BOCC will be in its usual public meeting location, joining a Zoom meeting hosted by the Chamber of Commerce. This Chamber of Commerce Zoom call will be placed on a speaker phone, so BOCC members can “listen” to the presentations made by the scheduled speakers. But BOCC members will not participate in the Chamber of Commerce meeting. BOCC members will be “muted” during the Chamber of Commerce Zoom call.

Members of the Public are welcome to attend, in the BOCC Chambers, beginning at 7:30 a.m., on the above date, in order to listen to the Chamber of Commerce Zoom call.

At the conclusion of the Chamber of Commerce’s Zoom call, the BOCC will be on break until 9:00 a.m., when the regular meeting of the BOCC will begin at the BOCC’s same usual public meeting location. Riley County will begin its live stream of its regular meeting beginning at 9:00 a.m.

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
September 20, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Dani Hallgren and Lee Wolf, Konza Prairie Community Health and Dental Center update

1. Konza Prairie Community Health and Dental Center update

9:15 AM

David Adams, EMS/Ambulance Director

2. Staff update

9:30 AM

Press Conference

10:00 AM

Bob Isaac, Planner

3. Public hearing for Callaghan Ranch Subdivision plat

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

10:45 AM

Tami Robison, Budget and Finance Officer

5. RNR Hearing

11:00 AM

Tami Robison, Budget and Finance Officer

6. Fire District RNR Hearing

Attachment: 09-20-21 tentative agenda (10494 : Tentative Agenda)

11:15 AM Tami Robison, Budget and Finance Officer

7. Public hearing for 2022 budget

12:00 PM Law Enforcement Agency Meeting

Adjournment

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

Attachment: 09-20-21 tentative agenda (10494 : 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

COMMISSION AGENDA REPORT

FROM: Jana Chingway, Senior Legal Assistant

MEETING: September 13, 2021

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman, Riley County Counselor

Enclosures:

- Final Commission List 09.13.2021 (DOC)

PENDING COUNTY PROJECTS ▪ Beginning August 27, 2021 and through September 8, 2021

Submitted by Clancy Holeman, Riley County Counselor

Changes or additions from previous entries or in the items listed are shown in italics.

NOTE: The below lists are not intended to be a comprehensive list of all “pending” Commission or projects of other County Departments 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.

COMMISSION LIST

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 scheduled for August 27, 2021. *Discussion held with vendor contract administrator. Discussion with EM Director (8-30-21).*

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. Asbestos removal is likely the next “project.” I will provide any necessary notice of that “project” to the State Preservation Officer. I presented a CAR to the Board 8/12/21 and discussed with the BOCC the primary controlling statute. Legal research 8-24-2021. *BOCC decides during open meeting to cancel pending contract offer to remove asbestos from Church for approximately \$18,000. Majority of BOCC states premature to remove asbestos before later decision by BOCC what is planned for Church now it’s “listed.” Gary Rosewicz, Assistant County Engineer, will notify the company offering to remove asbestos of this cancellation. (8-30-21) Confirmed with Gary Rosewicz, he notified company. (9-1-21). I filed petition for judicial review, in Riley County District Court, of state Historic Sites Board of Review designation of the First Christian Church as a historic site. (9-3-21)*

County Jail Inmate Medical Care: Discussions have begun at the staff level, with the assistance of this department, regarding putting a renewal contract in place for this service. As this Board is aware, all medical expenses incurred by prisoners while in custody at the Riley County Law Enforcement Center’s jail are the sole responsibility of Riley County--and not of the City of Manhattan or State of Kansas. Staff discussion scheduled for 8-27-21.

KAC Annual Meeting (October 19, 2021): Accepted invitation to participate on panel discussion before the general KAC membership regarding “Dark Store” and Riley County’s experience on the issue.

County Counselors Association of Kansas: Assist with organization of the semi-annual CLE our statewide professional association will present to its members during the October 19, 2021 KAC annual meeting.

“Dark Store”: Oral argument (1/2 day) scheduled to take place before BOTA August 26, 2021. Discuss with BOTA staff, and relay to City Commissioner Linda Morse info she requested during 8-23-21 Intergovernmental Luncheon about BOTA 8-26-21 hearing time and whether hearing is open to public (8-23-21). *Oral argument before BOTA conducted by counsel for both parties (8-26-21). Accept KAC invitation to be part of two-person panel discussion of “Dark Store,” to be held during KAC annual meeting, October 18-21, Overland Park; will take place in opening breakout session—first morning of the annual meeting. Accepted KAC invitation to work with KAC Executive Director on recording of KAC podcast on “Dark Store”; recording scheduled for September 17, 2021.*

“Constitutional Protection of County Home Rule”: Accepted KAC invitation to present to County Commissioners Association, KAC affiliate member, information on Home Rule, during final day of KAC annual meeting in O.P., October 20th. Accepted KAC invitation to work with KAC Executive Director on recording of KAC podcast on “Constitutional Protection of County Home Rule”; recording scheduled for September 10, 2021.

Riley County Annual Legislative Conference: Confirm with BOCC during public meeting 9-9-21 following available dates for annual meeting with county's legislative delegation: November 1, 4 and 18, 2021. (Date of 11-18 removed because it conflicts with county official's luncheon; Date of 11-15 removed because it conflicts with Law Board meeting.)

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).

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)

DEPARTMENTAL LIST

Riley County Register of Deeds: Provide legal advice. Conversation with ROD (8-2021).

Riley County Museum: Provide legal advice.

Riley County Human Resources: Provide requested legal advice on multiple issues related to pandemic; zoom meeting on federal contract requirement.

Riley County Public Works: Provide legal advice on project.

Riley County Planning & Development: Provide legal advice on 2 projects.

Riley County Emergency Management: Provide legal advice on 1 project.

Riley County Health Department: Provide legal advice on projects.

Riley County Information Technology/GIS: Request for estimate (submitted to this office 8-20-21).

Riley County Ambulance Service: Will provide legal advice (8-20-21).

Riley County Fire District No. 1: Work with Budget and Finance Officer on District budget approval (8-23-21).

Riley County Clerk: Advise on .02 countywide retailers' sales tax election project (8-24-21).



PUBLIC WORKS
Project Update

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

MEMORANDUM

FROM: John Ellermann, Public Works Director

MEETING: September 13, 2021

SUBJECT: Public Works Project Update

PRESENTER: John Ellermann

Update on the projects and activities by the Public Works staff and crew.

Enclosures:

- 091321 Project Update (PDF)
- Location Map (PDF)

Project Update

Public Works Department

9//2021

First Christian Church Demolition Project

- Asbestos Removal – On Hold
- Building Demolition - On Hold

Lakeside Heights Sewer/Water District

- Plans have been approved by KDHE
- Working on collecting hook-up agreements from users.

Keats Sewer District

- Preliminary Engineer Report – BG Consultants
- GAS completed income surveys
- KDHE Revolving Fund pending Do not Qualify
- CDBG grant – Did not meet qualifications
- BOCC granted use of ARPA funds

Kitten Creek Culvert Replacement (N.5-22.5)

- Approximately 1.5 mi N. of Anderson Ave.
- Olsson and Associates is the consultant
- Working on office check plans

Rose Hill Rd. Bridge (O.7-2.6)

- Approximately ¼ mi. S. of Swede Creek Rd.
- KDOT Off-System Bridge Program (80/20 grant for construction)
- BG Consultant
- Ebert was low Bidder estimated start date is October 2021.

West 32nd Ave Bridge (T.0-30.8)

- Approximately ¼ mi. N. of McDowell Creek Rd.
- Alfred Benesch & Co.
- Final plans complete, r/w acquisition complete and utility relocation
- Bids Opened September 2nd – King apparent low bidder
- January 2022 early start date

Winkler Mills Bridge (H.0-5.9)

- Approximately 0.1 mi. N. of Fancy Creek Rd.
- Bartlett & West
- Office check plans being reviewed

Fancy Creek Bridge (K.0-6.2)

- Approximately 1.25 mi. W. of Tuttle Creek Blvd.
- Schwab-Eaton
- Field check held February 2, 2021
- [Trying to set up meeting with the SHPO & COE](#)

South Otter Bridge (D.5-9.1)

- Approximately 0.1 mi. S. of Green-Randolph Rd.
- Schwab-Eaton
- [Contract awarded to Ebert Construction.](#)
- [Estimated start date March 2022](#)

Senn Rd Bridge (I.1-10.8)

- BG Consultants
- Approximately 0.1 mi. E. of Union Rd.
- Ebert Const. awarded contract
- [Under Construction .](#)

Parallel Rd. Culvert (C.7-0.0)

- Approximately 0.2 mi E. of May Day Rd.
- Schwab-Eaton
- Working on field check plans.

Flat Rock Rd. Culvert (O.3-1.3)

- Approximately 0.5 mi. W. of Swede Creek Rd.
- SMH
- Office check plan complete, starting r/w work

Union Rd Culvert (I.0-0.9)

- Approximately 0.9 mi. S. of Green-Randolph Rd.
- SMH
- Office check complete, starting r/w work

Wildcat Creek Park Bridge

- Benesch Design
- County Bridge Crew will build
- DWR Permit approved
- [On Hold - Trying to set up meeting with the SHPO & COE](#)

Parks:

- [Keats Park playground will be usable this week.](#)

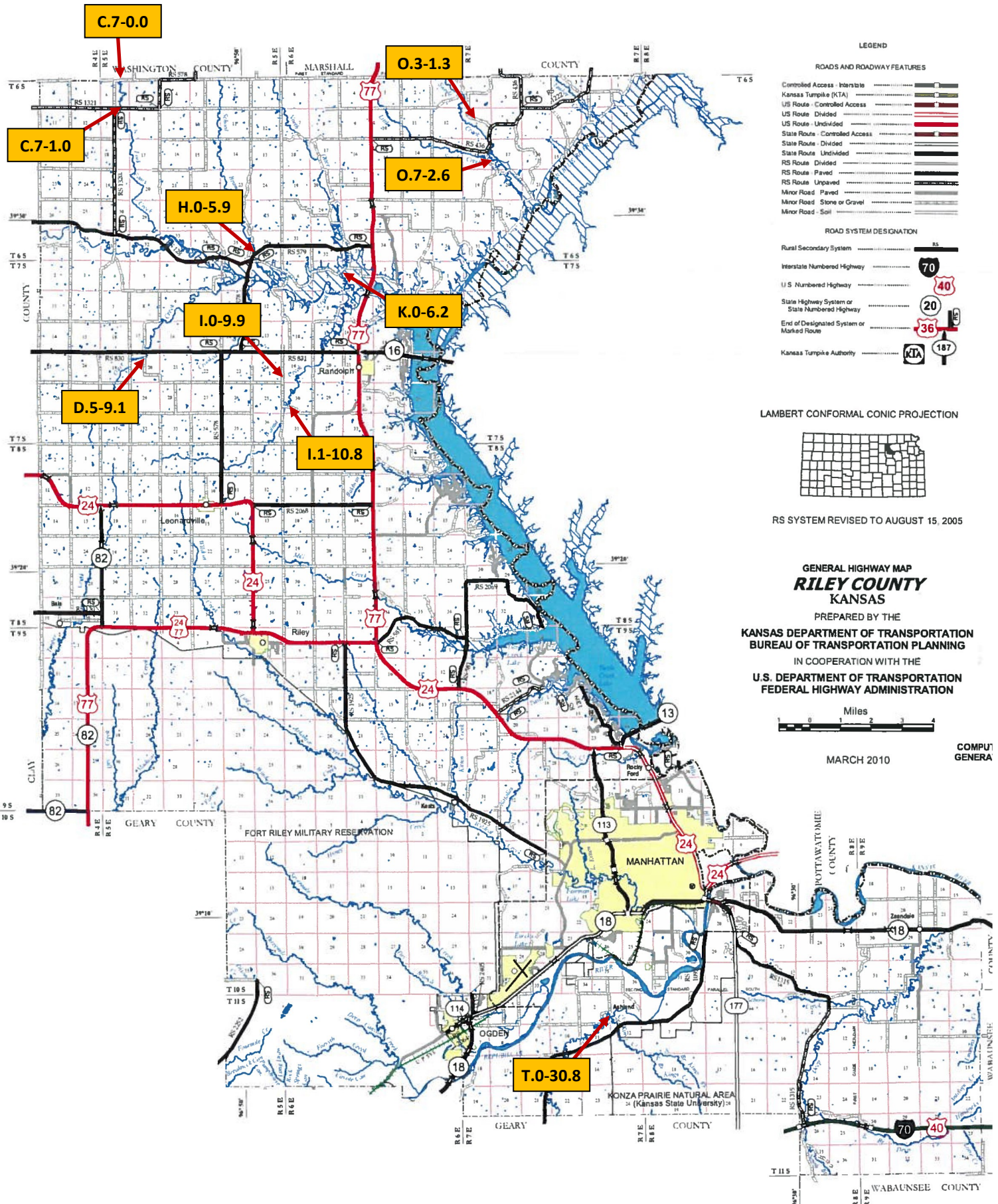
- Normal park maintenance activities
- Catching up with mowing
- Landscaping around Courthouse

Operations:

- Guardrail repairs at various locations
- Green-Randolph Rd culvert completed
- Wildcat Creek Rd. culvert replacement completed
-

Miscellaneous

- MCR work on Courthouse plaza buildings – Completed
- Sales Tax presentations
- Trucks





PLANNING & DEVELOPMENT
Letter of Support

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

COMMISSION AGENDA REPORT

FROM: Amanda Smeller, Planning Director

MEETING: September 13, 2021

SUBJECT: Sign Letter of Support for Flint Hills Regional Council's EPA Brownfields Assessment Grant Application

PRESENTER: Amanda Smeller, Planning Director

BACKGROUND

The Flint Hills Regional Council (FHRC) is applying for an EPA Brownfields Assessment Grant. Riley County supported the Brownfields Assessment Grant application FHRC previously submitted (and was awarded) for fiscal year 2018. The purpose of the grant is to inventory, assess, and perform remediation and reuse planning for select brownfield sites located throughout the Flint Hills region.

DISCUSSION

FHRC has requested Riley County once again be a coalition member as well as write a letter of support for the grant application. The proposed letter, which is mostly similar to the 2017 letter, is attached for your signature.

FISCAL IMPACT

The only fiscal impact is staff time.

RECOMMENDATION(S)

Sign the letter of support for the FHRC's EPA Brownfields Assessment Grant application.

POSSIBLE MOTION(S)

Move to approve signing the letter of support for the Flint Hills Regional Council's EPA Brownfields Assessment Grant application.

Enclosures:

- 09-13-21 FHRC Brownfields Assessment (PDF)



BOARD OF COMMISSIONERS

15.a

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

September 13, 2021

Christy Rodriguez, Director
Flint Hills Regional Council
PO Box 514
Ogden, KS 66517

Re: FHRC Brownfields Assessment Coalition and FY2022 EPA Brownfields Assessment Grant support

Dear Ms. Rodriguez:

Riley County is committed to participating as a member of the Brownfields Assessment Coalition organized by the Flint Hills Regional Council (FHRC). We further support the grant application FHRC will submit for a United States Environmental Protection Agency Fiscal Year 2022 Brownfields Community Wide Assessment Grant to be used for the purpose of inventorying, assessing, and performing remediation and reuse planning for select brownfield sites located throughout the Flint Hills region.

If awarded, the grant will provide critical funding needed to support economic development initiatives in the County. At least one County staff member will serve on the Brownfields Advisory Committee that helps administer the grant. The committee coordinates outreach efforts, participates in the site prioritization process, and makes decisions regarding allocation of funding to individual sites. For sites within the County that are targeted for assessment, we will assist with securing access, coordinating with staff at local municipalities where the sites are located, and coordinating involvement by the Health Department and other departments as appropriate.

We understand that FHRC will serve as the lead member of the Coalition and will have primary responsibility for administering the grant and managing the project. Further, we understand that prior to expenditure of any grant funds, a Memorandum of Agreement will be executed between all coalition members documenting the site selection process, identifying and establishing relationships necessary to achieve the project's goal, and detailing the process for successful execution of the grant and mechanisms for implementing the assessment work. Many of these details are described in the grant application to be submitted with this letter.

Thank you for your consideration of this application.

Attachment: 09-13-21 FHRC Brownfields Assessment (11110 : Sign Letter of Support for FHRC Brownfields Grant application)

Sincerely,

Riley County Board of Commissioners

John Ford, Chair

Greg McKinley, Member

Kathryn Focke, Member