



**Board of Riley County
Commissioners
Regular Meeting
Agenda
October 04, 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. National Community Planning Month Proclamation
4. Action on Portable Communication Device Allowance Form(s)
5. Sign Riley County Personnel Action Form(s)

Review Minutes

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

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
11. Approval of Agreement with East Coast Risk Management, LLC

9:20 AM

Rich Vargo, County Clerk

12. Request To Fill As Needed Assistant Positions in County Clerk's Office

9:30 AM

Press Conference

13. Presentation of retirement plaque to Cathy Willard - John Ford (2-3 minutes)

14. RCPD update - Captain Greg Steere (3-5 minutes)
15. Downtown Manhattan update - Gina Scroggs (3-5 minutes)
16. Manhattan City Park guided tree walk - Gregg Eyestone (2-3 minutes)
17. National Community Planning Month Proclamation - John Ford and Amanda Smeller (3 minutes)
18. 2021 General Election - Rich Vargo (1-2 minutes)

10:00 AM Russel Stukey, Emergency Management Director

19. EM/RCFD#1 Staff Update

10:15 AM Chuck Sexton, Flint Hills Veterans Coalition

20. Flint Hills Veterans Coalition update

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

21. Work Session - proposed Riley County Land Development Regulations

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.



PLANNING & DEVELOPMENT
Proclamation

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: October 4, 2021

SUBJECT: National Community Planning Month Proclamation

PRESENTER: Amanda Smeller, Planning Director

BACKGROUND/DISCUSSION

October is National Community Planning Month. The idea is to bring recognition to the planning field and what planners (including local officials, public and private planners, planning boards and commissions, citizens, volunteers, and others) do for their respective communities. The attached proclamation is provided by the American Planning Association.

POSSIBLE MOTION(S)

Move to sign the proclamation declaring October as National Community Planning Month.

Enclosures:

- NCPM-Proclamation-2021 (DOCX)

COMMUNITY PLANNING MONTH PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of Riley County; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of Riley County and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, We, the Riley County Board of County Commissioners, so hereby proclaim October as

Community Planning Month

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the County of Riley, Kansas, to be affixed this 4th day of October, 2021.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY KANSAS

John Ford, Chairman

Greg McKinley, Member

Kathryn Focke, Member

ATTEST:

Rich Vargo, Riley County Clerk



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Michele Reid, Human Resource Assistant

MEETING: October 4, 2021

SUBJECT: Action on Portable Communication Device Allowance Form(s)

PRESENTER: Michele Reid, Human Resource Assistant

POSSIBLE MOTION(S)

Move to approve the Portable Communication Device Allowance Form and Retro Pay previous months usage.

Move to deny the Portable Communication Device Allowance Form and Retro Pay previous months usage.

Move to table the Portable Communication Device Allowance Form and Retro Pay previous months usage.

Enclosures:

- J Martens Commication Device Allowance (PDF)

PORTABLE COMMUNICATION DEVICE ALLOWANCE FORM

EMPLOYEE CERTIFICATION: I have read and understand the requirements stated above and agree to adhere to them. I will fully cooperate with the County in making its response to any open record request directed to my personal portable communication device. I will immediately advise the County Counselor of any electronic or written open record request I receive which is directed to my personal portable communication device.

Please indicate if you wish to continue with existing phone number as currently issued by the county.

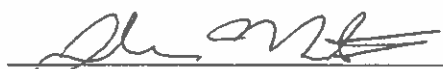
YES ☒ NO ☐ If, yes, please list the phone number: 785-706-8328

Portable Communication Device Allowance Plan: ☐ \$25 ☐ \$40 ☒ \$65 Data Enabled

☐ Authorized to use personal portable communication device for business use reimbursed at a rate of \$.25/minute.

Name of Authorized User: John Martens

(Please print)



Signature of Authorized User

9/30/21

Date

Phone # (785) 706-8328

Department Head Approval: 

This should revert back to his start date so he paid the months he has already been here. 5-25-21

Board of County Commission Approved Data Enabled Portable Communication Device

Signature of Chairman

Date

Note: Please keep a copy of this certificate for your records and send the original to the County Human Resource Manager.



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Michele Reid, Human Resource Assistant

MEETING: October 4, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Michele Reid, Human Resource Assistant

Enclosures:

- 2021-10 T Gresham (green)(PDF)
- 2021-10 L Jones (green) (PDF)
- 2021-10 C Plemons (green) (PDF)
- 2021-10 D Ivey (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 9/16/2021
☒ 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

Gresham	Tim		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

As Needed Museum Assistant	Museum	0001-0000017
Position Title	Department	Fund

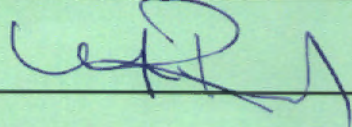
8/24/2021	☐	☐		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

Temp	3	\$11.11	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department: Alicia Saenger - Parks (Museum)

Date: 09/27/2021

Personnel: 

9/29/2021

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add ☐ Change		Fill Request Date: 9/29/21 Employee #
--	--	--

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

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

Jones	Lisa		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

As Needed Museum Assistant	Museum	0001-000017
Position Title	Department	Fund

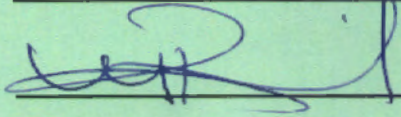
10/1/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

As Need	3	\$11.11	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department: Amanda Saenger-Parker

Date: 09/30/2021

Personnel: 

9/30/2021

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 9-30-2021
☒ Change		Employee # 000

☐ 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

Plemons	Courtney		
---------	----------	--	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

AEMT	EMS	00001-000020
------	-----	--------------

Position Title Department Fund

10/4/2021	☐	☒		☒ Yes	☐ No
-----------	--------------------------	-------------------------------------	--	---	-----------------------------

Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

AEMT	3	\$14.80	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
------	---	---------	--	----	------------------------------------	-----------------------------	--------------------------

Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department: David AADHS Date: 9-30-2021

Personnel: [Signature] 9-30-2021

BOCC
Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 9/16/2021
☒ 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

Ivey	Darren		
------	--------	--	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

As Needed Museum Assistant	Museum	0001-0000017
----------------------------	--------	--------------

Position Title Department Fund

8/24/2021	☐	☐		☒ Yes	☐ No
-----------	--------------------------	--------------------------	--	---	-----------------------------

Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

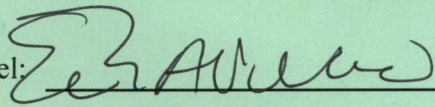
Temp	3	\$11.11	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
------	---	---------	--	----	------------------------------------	-----------------------------	--------------------------

Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department: Ariana Saenger-Parker

Date: 09/24/2021

Personnel: 

9/29/21

BOCC

Chairman: _____

Member: _____

Member: _____



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
October 07, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Amanda Smeller, Planning/Special Projects Director

2. Code of Conduct

9:15 AM

Michael Boller, Noxious Weed Director

3. Staff update

9:30 AM

Greg McHenry, Appraiser

4. Staff update

9:55 AM

Break

10:00 AM

Amanda Smeller, Planning/Special Projects Director

5. Staff update
6. Resolution establishing a Riley County Rural Economic Development Advisory Board

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

7. Administrative Work Session

Attachment: 10-07-21 tentative agenda (10500 : Tentative Agenda)

10:30 AM Ron Fehr, Manhattan City Manager

8. Manhattan City General Update

Adjournment

Announcement

County Office will be closed Monday, October 11th due to Employee Training Day.

The Board of County Commissioners will not be in session on Monday, October 11th.

A commissioner will be on In Focus live at 9:05 a.m. Tuesday, October 12, 2021 (JF).

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: 10-07-21 tentative agenda (10500 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
October 14, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Discuss Joint City/County/County Meeting
2. Discuss Intergovernmental Luncheon

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:20 AM

Break

9:30 AM

Shilo Heger, Treasurer

4. Monthly Revenue Reports

9:45 AM

Jason Smith, Manhattan Area Chamber of Commerce

5. Economic development update

10:00 AM

Julie Gibbs, Health Department Director

6. Staff update

10:30 AM

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

7. Monthly Cash Flow Reports

Attachment: 10-14-21 tentative agenda (10500 : Tentative Agenda)

10:50 AM**Amanda Smeller, Planning/Special Projects Director**

8. CDBG-CV Grant Close Out - Code of Conduct

Adjournment**Announcements**

The 46th Annual KAC Conference will be held October 18-20, 2021 at Sheraton Overland Park Convention Center in Overland Park, Kansas..

Riley County Planning Board/Board of Zoning Appeals meeting will be held Monday, October 18th at 7:30 p.m. in the Commission Chambers, Courthouse Plaza East Building, 115 N. 4th Street.

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: 10-14-21 tentative agenda (10500 : 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: October 4, 2021

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman, Riley County Counselor

Enclosures:

- Final Commission List 10.04.2021 (DOC)

PENDING COUNTY PROJECTS ▪ Beginning September 23, 2021 and through September 29, 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 (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)*

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). Contacting attorney for Historic Sites Board of Review. (9-19-21) *Discussion with attorney for Historic Sites Board of Review. (9-23-21) Conduct legal research related to pending issues. (9-24-21) Received entry of appearance from Topeka law firm representing defendants. (9-24-21) Received District Court Clerk’s extension of time to file answer to County’s petition for judicial review, at Defendants’ request. Granted as a matter of right by state statute. Deadline for Defendants to answer is extended to October 12, 2021. Legal research. (9-24-21) Advise Public Works on question regarding asbestos removal. (9-26-21)*

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. Staff discussion rescheduled for 9-22-21. *Staff discussion held—research history—recommendation accepted by staff. (9-22-21)*

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. *Prepare for panel discussion. (9-29-21)*

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. *Discuss with scheduled CLE presenter local experience on specific state statute related to soil investigation. (9-28-21)*

“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. *Call Kim Qualls, KAC Education & Communications Director, about breakout session.* Accepted KAC invitation to work with KAC Executive Director on recording of KAC podcast on “Dark Store”; recording scheduled for September 17, 2021. *Reschedule “Dark Store” podcast recording for 10-1-21. (9-24-21) Work with County Appraiser Greg McHenry to prepare for KAC podcast this Friday (10-1-21) and KAC Panel Discussion during annual meeting to be held 10-18-21. (9-28-21)*

“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. Podcast recorded with KAC 9-10-21.

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.) Legislative Conference has been scheduled for Thursday, November 4, 2021. (9-17-21) *All delegation members were notified of the date and time of the legislative conference.*

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) Discussions with staff and potential consultant. (9-17-21) *Attend and participate in KAC webinar on ARPA and potential Health Department fund uses. (9-24-21) Communicate with consultant on agreed terms of service. (9-26-21) Finalize Professional Services Agreement with Consultant; draw Commission Agenda Report and submit for BOCC review and possible approval 9-30-21. (9-28-21)*

Riley County Employee Day: Intermittent work on employee day: Discussions with potential lunch ½ hour vendors; discussion with planning committee, with keynote speaker and Elizabeth Ward, H.R. Manager. (9-16-21; 9-17-21) *Contact moderator for morning virtual sessions offering potential meeting for Monday, September 27, 2021, with Elizabeth Ward and this office to answer any Employee Day questions. (9-24-21) Meet with prospective food truck vendor at Riley County Health Department. (9-27-21)*

Nextgen 911: Meeting as member of Nextgen 911 staff committee to review potential upcoming renumbering/renaming projects. (9-21-21) *Communicate with fellow members of staff committee on pending project. (9-23-21) Communicate with fellow members of staff committee on different pending project. (9-24-21)*

Budget and Planning Committee: Attend meeting 9-28-21.

Department Head Committee: Attend meeting regarding possible “Code of Conduct” required for state grant supporting businesses. (9-29-21)

Indigent Defense Panel: Discuss at staff level potential 2022 contract. (9-21-21) Separate issue: Discuss with county and District Court staff coding of interpreter expense. (9-21-21)

Rural Economic Development Advisory Board: Discuss with staff. (9-21-21) Staff discussion scheduled for 10-1-21.

DEPARTMENTAL LIST

Riley County Register of Deeds: Provide legal advice. Conversation with ROD (8-2021). *Conversation about county termination of contract. (9-22-21) Discussion with other party to contract. I can confirm contract will terminate as required by County. (9-22-21)*

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. *Work on separate project involving proposed vendor and personnel policies. (9-22-21). Review legal parameters of “long-COVID” disability as viewed by the Equal Opportunity Commission; information provided by H.R. (9-24-21)*

Riley County Public Works: Provide legal advice on project. *Review and approve “as to form” KDOT Local Road Safety Plan Agreement. (9-24-21)*

Riley County Planning & Development: Provide legal advice on 2 projects. *Advise P & D Director on development of “Code of Conduct” necessary for grant close-out. (9-29-21)*

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

Riley County Health Department: Provide legal advice on projects. *Zoom meeting with Julie Gibbs and Debbie Nuss regarding request from Flint Hills Wellness Coalition to place walk-in cooler/freezer on grounds of Family and Child Resource Center. Draw and submit Commission Agenda Report reflecting request—scheduled for 9-30-21 BOCC meeting. (9-28-21)*

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). Legal research on project involving sign. (9-20-21) On same issue discussion with Planning and Development staff. (9-21-21) Work with county staff and PIO on separate project involving potential vendor of software. Contact potential vendor. (9-20-21)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Agreement

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

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: October 4, 2021

SUBJECT: Approval of Agreement with East Coast Risk Management, LLC

PRESENTER: Clancy Holeman; Elizabeth Ward

BACKGROUND

Presented for the Board's review and approval today is a proposed contract with East Coast Risk Management, LLC ("ECRM").

DISCUSSION

Human Resource Manager Elizabeth Ward located ECRM. Ms. Ward has assembled all the multiple Riley County resolutions which have amended the current "Riley County Personnel Policies and Guidelines" in years past. ECRM's project will be to consolidate the current "Riley County Personnel Policies and Guidelines" with those multiple resolutions, as well as provide Riley County with advice and guidance on any changes/additions necessary to reflect current HR "best practices" and legal compliance.

The goal will be to provide an updated personnel manual in a more readable format. That will benefit all employees and their supervisors.

FISCAL IMPACT

The initial term will be up to 1 year, for a fee of \$2,500. An hourly fee of \$140 will be charged for time beyond 25 hours of service.

RECOMMENDATION(S)

Counsel recommends the Board approve the contract as presented.

POSSIBLE MOTION(S)

A. "I move the Board approve the contract as presented."

B. "I move the Board approve the contract with the following changes... ."

C. "I move the Board not approve the contract."

Enclosures:

- Riley County Contract (PDF)



AGREEMENT

This Agreement is made this 30 day of September, 2021 ("the Effective Date"), by and between East Coast Risk Management, LLC ("ECRM"), having a principal place of business located at 7562 State Route 30, North Huntingdon, PA 15642, and Riley County having a principal place of business located at 110 Courthouse Plaza, Manhattan, KS 66502 ("the Client").

Now therefore, in consideration of the mutual covenants set forth herein and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1.0 Scope of Services

ECRM will provide the following services to the Client.

A. Human Resources

Employee Handbook – ECRM will review the Client's existing employee handbook for legal compliance and sound HR policy. This includes a review by our licensed attorney. If the Client does not have a handbook for review, ECRM will create a new employee handbook, customized for the Client. ECRM will supply the initial draft of the new or revised employee handbook and schedule a conference with the Client to allow full discussion of all recommendations within the draft. Once the handbook is finalized and approved by the Client, ECRM will deliver a ready-for-print document.

B. Services Outside of the Scope of Services

The following services are not provided as part of the Scope of Services of this Agreement but can be provided by ECRM upon mutual agreement of the parties for an additional fee: any on-site services on weekends or during the hours of 8:00 p.m. to 6:00 a.m.

2.0 Cost

Fee \$2,500

An hourly fee of \$140.00 will be charged for any time that exceeds 25 hours of service rendered pursuant to this Agreement, provided such additional time is approved in advance, in writing, by Client.

3.0 Invoices

An invoice for one-half of the fee will be sent immediately upon signing of this agreement and is due upon receipt. An invoice for the second half of the fee will be sent upon ECRM's delivery of

7562 State Route 30 • North Huntingdon, PA 15642
(724) 864-8745 • fax: (724) 864-9265 • www.eastcoastriskmanagement.com

the final handbook draft. Whether the draft is considered final is within the sole discretion of ECRM. Invoices for hourly fees where time exceeds 25 hours of service will be sent monthly.

4.0 Term and Cancellation

The term of this Agreement will begin on the Effective Date and end upon Completion of the Scope of Services, or termination as described in the Contractual Provisions Attachment.

5.0 Confidential Information

The Receiving Party (i.e. the party that receives or acquires Confidential Information directly or indirectly under this Agreement) agrees that it will not disclose or otherwise make available the Confidential Information of the Disclosing Party (i.e. the party that discloses Confidential Information under this Agreement) to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information to its affiliates, officers, employees and consultants to the extent that such is required in the performance of its obligations pursuant to this Agreement. The Receiving Party also agrees that it will only use the Disclosing Party's Confidential Information for the purpose of performing its obligations under this Agreement.

If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (1) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (2) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

For purposes of this paragraph and this Agreement, "Confidential Information" is defined as any information that is trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

6.0 Proprietary Information

In addition to the Confidential Information, the parties hereto acknowledge that ECRM has disclosed certain Proprietary Information during the course and scope of this Agreement to the Client. This information has been disclosed to enable ECRM to fulfill the Scope of Services hereunder. Propriety Information is business concepts, plans, strategies, operating methods,



7562 State Route 30 • North Huntingdon, PA 15642
(724) 864-8745 • fax: (724) 864-9265 • www.eastcoastriskmanagement.com

training materials and any and all other ECRM materials, procedures and processes disclosed or provided to the Client. It's acknowledged by the Client that ECRM has invested considerable time and money in the research, development and expansion of this Proprietary Information. At all times during this Agreement and all times thereafter, it is acknowledged by the Client that ECRM must authorize any disclosure, reproduction or use of any and all Proprietary Information in writing prior to any such reproduction or use by the Client. The Client also acknowledges that all said Proprietary Information is owned by ECRM.

7.0 Non-Solicitation of ECRM Employees

The Client agrees that it will not, without the express written consent of ECRM, at any time during the term of this Agreement and for a period of twelve (12) months thereafter, directly or indirectly as a company, an individual, officer, director, employee, investor or in any other capacity, solicit or attempt to divert, hire, retain or encourage to leave the employment of ECRM any current employee of ECRM or any employee of ECRM who has left ECRM's employment within the last twelve (12) months prior to the Client's solicitation to hire or retain. It is acknowledged by both parties that Client's failure to adhere to this provision of the Agreement would cause ECRM substantial harm and it would be difficult, if not impossible, to determine a basis for economic recovery therefore. Accordingly, it is agreed that liquidated damages represent a fair, reasonable basis for actual recovery of damages against the Client by ECRM for a breach of this provision. Therefore, in the event that it is determined by a court of law that the Client breached this provision of the Agreement, Client agrees it will be liable to ECRM for liquidated damages in the amount of ten (10%) of the employee's current salary. In the event that the employee is no longer employed at ECRM at the time damages are assessed by the court, it is agreed that liquidated damages will be calculated at ten (10%) of the employee's salary at the time of termination. The parties agree that nothing in this section limits the ability of ECRM to obtain injunctive relief or any other remedy at law or equity as appropriate.

8.0 Attorneys' Fees and Costs

This Section 8.0 left blank intentionally.

9.0 Limitation of Liability

Neither ECRM nor Client will be liable to the other party or to any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not either party has been advised of the possibility of such damages; *provided, however*, that this Section will not apply to a breach of Section 5.0 (Confidentiality). In addition, ECRM will not be liable to the Client for any type of regulatory compliance violation fine imposed on the Client by any government entity.

10.0 Indemnification

This Section 10.0 left blank intentionally.

11.0 Survival



7562 State Route 30 • North Huntingdon, PA 15642
(724) 864-8745 • fax: (724) 864-9265 • www.eastcoastriskmanagement.com

The rights and obligations of the parties set forth in Section 5.0 (Confidentiality), 6.0 (Proprietary Information), and 7.0 (Non-Solicitation) will survive termination or expiration of this Agreement.

12.0 Client Responsibilities

The Client or its authorized representatives will provide ECRM with all information and access to facilities requested by ECRM to enable ECRM to provide the services agreed to in this Agreement. The Client will designate a representative to coordinate with ECRM with respect to any agreed upon service. In addition, when ECRM is requested to provide any service that involves a regulatory compliance issue, such as consulting advice, a training program or a written plan, policy or procedure, the Client will ensure that a representative is designated that has the knowledge, time and resources to provide ECRM with complete and accurate information on facility operations, procedures and all other relevant details to ensure that such are considered and/or incorporated into the advice, training program or written plan, policy or procedure.

13.0 Independent Contractor

ECRM and the Client agree that ECRM will act as an Independent Contractor in the performance of services pursuant to this Agreement. Accordingly, ECRM shall be responsible for the payment of all taxes, including federal, state and local arising out of ECRM's services in accordance with this Agreement. During any of its contacts with third parties, no employee of ECRM will identify himself or herself as an employee of the Client.

14.0 Miscellaneous

- (a) Disclosure: **This Section 14.0(a) left blank intentionally.**
- (b) Complete Agreement: This Agreement and the Contractual Provisions Attachment represents the complete agreement between the parties hereto with respect to the subject matter contained herein.
- (c) Amendments: Any and all amendments to the terms of this Agreement must be made in writing and agreed to by both parties, executed with the same formalities as the Contractual Provisions Attachment.
- (d) Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- (e) Governing Law, Mandatory Choice of Forum and Consent to Personal Jurisdiction: **This Section 14.0(e) left blank intentionally.**
- (f) No Waiver.
 - (a) No Oral Waivers. No waiver under this Agreement is effective unless it is in writing (excluding an email), identified as a waiver to this Agreement and signed by an authorized representative of the party waiving its right, executed with the same formalities as the Contractual Provisions Attachment.
 - (b) Waiver Only for Specific Instance and Purpose. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and



7562 State Route 30 • North Huntingdon, PA 15642
 (724) 864-8745 • fax: (724) 864-9265 • www.eastcoastriskmanagement.com

does not operate as a waiver on any future occasion.

(c) Failure, Delay and Course of Dealing Not a Waiver. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement:

(i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or

(ii) **This Section 14.0(f)(c)(ii) left blank intentionally.**

AND NOW, intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed as of the Effective Date indicated above.

EAST COAST RISK MANAGEMENT, LLC

By: Mark W. Beck
 Title: COO
 Date: 9/28/2021

RILEY COUNTY

By: _____
 Title: _____
 Date: _____



7562 State Route 30 • North Huntingdon, PA 15642
 (724) 864-8745 • fax: (724) 864-9265 • www.eastcoastriskmanagement.com

Attachment to "Contract" Between Riley County (hereinafter "County"), and East Coast Risk Management, LLC ("ECRM") (hereinafter "Contractor").

CONTRACTUAL PROVISIONS ATTACHMENT

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

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
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 professional standards.
 - 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), and the Budget Law (K.S.A. 79-2935). 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. **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.
6. **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.

7. **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.

8. **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.

9. **TERM AND TERMINATION.**

9.1. **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.

9.2. **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.

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

9.4. **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.

9.5. **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.

10. **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.

11. **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.
12. **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.
13. **RECORDS, REPORTS AND INSPECTION.**
 - 13.1. **Documentation of Costs.** All costs and/or hourly fees 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.
 - 13.2. **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.
 - 13.3. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.
 - 13.4. **Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

14. **METHOD OF BILLING AND PAYMENT.**

- 14.1. **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.
- 14.2. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 13, above.
- 14.3. **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.
- 14.4. **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.

- 15. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, certifications, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify County immediately if any required license, certification, or insurance is canceled, suspended, becomes otherwise ineffective, or if personnel performing work on the subject matter of this contract become subject of a professional disciplinary complaint. Such cancellation, suspension, other ineffectiveness or a disciplinary complaint may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.

- 16. **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.

- 17. **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.

- 18. **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.

19. **LIABILITY INSURANCE.** Contractor agrees to maintain at least the minimum limits of of any professional liability insurance coverage required throughout the term of the agreement. Liability insurance coverage must be considered as primary and not as excess insurance. Contractor shall furnish the Riley County Counselor a certificate evidencing such coverage.
20. **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.
21. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto, executed with the same formalities shown on this Contractual Provisions Attachment.
22. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: Mark W. Beck
East Coast Risk Management, LLC

By: _____
John Ford, Chairman

9/28/2021
Date

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Attachment: Riley County Contract (11167 : Agreement)



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Michele Reid, Human Resources Assistant

MEETING: October 4, 2021

SUBJECT: Request To Fill As Needed Assistant Positions in County Clerk's Office

PRESENTER: Rich Vargo, County Clerk

BACKGROUND

Today we are requesting to fill 5 as-needed positions in the Clerk's office.

The Temporary Election Workers (4 positions) are necessary positions for the Elections office, without which we would not be able to meet the elections office requirements.

The Clerk's office has historically had 4 Temporary Election positions budgeted per year, and approved for 600 hours each. Generally, these workers are employed for less than 6 months each year. Because of the increased need in the Election office, as well as the difficulty in staffing very temporary positions, we are requesting to increase these positions to As-Needed positions, working less than 1000 hours per calendar year.

The as-needed clerical assistant- HR (1 position) is a necessary position which aids in the ability for the clerk's office, and specifically for Human Resources, to meet the daily requirements of managing records, filing, reporting and compliance tracking.

DISCUSSION

The positions have been approved previously, and are included in the Clerk's budget, however 4 of these position were budgeted for 600 hours; we are requesting this positions be increased to 1000 hours per annum.

FISCAL IMPACT

Position	Budgeted	Requested
600 hour to 1000 hour As-needed	\$22,560	\$54,400
1000 hr. As-needed - HR	\$13,600	\$13,600

.

ALTERNATIVES

- . Move to approve 5 As-needed positions for the Clerk's office.
- . Move to deny
- . Move to modify or develop alternative if other concerns or factor arise
- . Schedule work session to discuss issue further

RECOMMENDATION(S)

Recommendation is to approve the hiring process to fill the position of as-needed clerical assistant.

POSSIBLE MOTION(S)

Move to approve the As-needed Clerical Assistant positions for the Riley County Clerk's office.

Move to deny the As-needed Clerical Assistant positions for the Riley County Clerk's office.

Move to modify the As-needed Clerical Assistant positions for the Riley County Clerk's office.

Move to table the As-needed Clerical Assistant positions for the Riley County Clerk's office.

No action required.

The Board agreed by consensus to

Enclosures:

- 2021-10 As Needed- HR (gold) (PDF)

- 2021-10 As Needed- Elections (gold) (PDF)

RILEY COUNTY POSITION ACTION FORM

12.a

Department Clerk

Date 09/19/2021

Job Title As Needed Clerical Assistant-HR

☐ Full Time	☐ Regular	☐ Seasonal	☐ Grant Funded	Pay Grade <u>D</u>	Start Date <u>ASAP</u>	☒ Non-Exempt
☐ Part Time	☒ As Needed	☐ Intern	☐ Temporary	15-20 Hours per ☒ Week ☐ Month	End Date	☐ Exempt

TYPE OF REQUEST

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

Budgeted Position Request		Non-Budgeted Position Request	
☒ Request to hire replacement-same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☐ Request to create a new position which will be included in future annual budgets
☐ Request to hire replacement-new duties	☐ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee: <u>Amanda Howar</u>	2. Effective date of promotion, transfer, termination, or change:	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☐ Grant Funded	2. Requested hours per year:
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact): \$	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☐ No
5. Has this position been "On Hold?" ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position:	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status?

2. Is it possible to fill this position internally? If no, why not? Entry Level Position

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

Graduation from a standard high school or G.E.D possession. Human Resource/clerical experience preferred. Ability to learn assigned tasks readily and to adhere to prescribed routines. Valid driver's license required.

Additional comments:

Approval by:

Department Head:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:

Date:

9-30-21

9-30-21

If the approved request affects current and future budget figures, a copy will go to Payroll and Budget & Finance

3/19/03

Packet Pg. 36

Attachment: 2021-10 As Needed- HR (gold) (11166 : Request To Refill Positions)

RILEY COUNTY POSITION ACTION FORM

12.b

Department Clerk Date 9/29/2021 Job Title As Needed Clerical Assistant-Election

☐ Full Time	☐ Regular	☐ Seasonal	☐ Grant Funded	Pay Grade <u>D</u>	Start Date <u>ASAP</u>	☒ Non-Exempt
☐ Part Time	☒ As Needed	☐ Intern	☐ Temporary	15-20 Hours per ☒ Week ☐ Month	End Date _____	☐ Exempt

TYPE OF REQUEST

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

Budgeted Position Request		Non-Budgeted Position Request	
☒ Request to hire replacement-same duties ☐ Request to hire replacement-new duties	☒ Request to change budgeted hours ☐ Request to change position status	☐ Request to create a new position for current fiscal year only ☐ Request for current non-budgeted position to be included in future annual budgets	☐ Request to create a new position which will be included in future annual budgets
1. Name of former incumbent or current employee: <u>Corbin Sedlacek</u>	2. Effective date of promotion, transfer, termination, or change:	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☐ Grant Funded	2. Requested hours per year:
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact): \$	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☐ No
5. Has this position been "On Hold?" ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position: 4 positions	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status?

2. Is it possible to fill this position internally? If no, why not? Entry Level Position

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills:
Graduation from a standard high school or G.E.D possession. Clerical experience preferred. Ability to learn assigned tasks readily and to adhere to prescribed routine
Valid driver's license required.

Additional comments:

Approval by:
Department Head:

Date:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:

If the approved request affects current and future budget figures, a copy will go to Payroll and Budget & Finance

Attachment: 2021-10 As Needed- Elections (gold) (11166 : Request To Refill Positions)

3/19/03



EMERGENCY MANAGEMENT
Staff Update

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

STAFF REPORT

FROM: Russel Stukey
MEETING: October 4, 2021
SUBJECT: EM/RCFD#1 Staff Update
PRESENTER: Russel Stukey

Monthly staff time report to BOCC,

During August and September departmental staff have been involved in the following items:

911

- Working with L3 Harris and Councilor Holeman to finish up radio system documentation
- 911 Working group monthly meeting

Fire

- I have receive several compliments on both of our Deputy Chiefs
- Attended several department head meetings
- Participated in several evening sessions of county fire training
- Attended Revenue neutral hearing with BOCC
- Working with Anderson Knight Architects for fire station construction projects
- Continue to accept and process applications for volunteer firefighters
- Dealing with staff and volunteer personnel issues
- Working with RC EMS on medical first responder program
- Deputy Chief Russell is working on getting the “new to us” forestry truck into service
- Working with HR moved the volunteer application process online
- Working with HR to update policy manual
- Working with HR on several personnel issues
- Still negotiating with Georgia FD for used KME fire truck
- Facilitating monthly county fire training for north and south county
- Working with Public Works to list auction items

- I attended the KS Emergency Medical Assoc. conf. in Mulvane specifically to obtain continuing education credits for my AEMT certification renewal
- Deputy Chiefs Martens & Russell were interviewed by WIBW about their new positions
- Requested and received bids for a new slide in tank and pump for the newly acquired forestry truck, waiting on delivery
- Participated on a walkthrough of the new additions to the Riley schools
- Having numerous discussions with new Deputy Chiefs about direction we want to go with fire department
- Working with Noxious weed department to set up annual weed control at county radio towers
- Working with Public Works for road maintenance to county radio towers
- Participate with crews and equipment at MHK city park 9/11 memorial
- Reviewing initial entry requirements for volunteer firefighters may be making some changes
- Deputy Chief Russell is working hard and equipment and building maintenance.
- Deputy Chief Martens is working hard updating administrative procedures, social media and online incident reporting
- Attended RCPD awards banquet

Deputy Chief Russell

- Responding to multiple calls
- Assisted FT Riley with a grass fire
- Station repairs
- Installed air and power reels at Station 108
- Took ladder 103 to Foley Cat for further repairs
- Getting Brush 114 ready for new Skid Unit that we ordered.
- Getting new equipment ordered for new Chiefs vehicles.
- Scheduled and arranging County fire trainings.
- Attended county trainings
- Assisted PD with a few calls.

Deputy Chief Martens

- Jointly accomplished station renumbering and trained staff and other partnering agencies countywide. This project helped standardize and simplify several RCFD fire stations and apparatus distinctively from other units that shared the same numbers. We will still working on the relabeling of several trucks and station signs across the district to complete this transition
- Developed a plan to digitize and better store/backup fire district important documents including former personnel files, old incident reports, and inspection data through support from Riley County IT.
- 90% of RCFD#1 EMS Certified staff were trained to better perform patient care in partnership with RCEMS and the Medical Director.
- Applied for a Kansas Firefighter Recruitment & Safety grant issued by the Office of the State Fire Marshal for updating Personal Protective Equipment (PPE) and requested

assistance in updating Fire Helmets with integrated eye-protection . The grant recipients will be announced in November.

- Assisted Station 110 in providing Fire Prevention and Firewise risk-reduction session to University Park community members during a community picnic
- Started Fire Inspector I educational class to better serve the county in future education, code enforcement, and inspection duties

Emergency Management

- Still dealing covid issues to deal with
- Attend monthly KEMA meeting in Emporia, Riley County
- Monitored severe weather moving through the area
- Worked with Laurie on updating severe weather and EOC operations procedures
- Presided over KS Emergency Management Assoc. Annual Conference in Mulvane I passed the gavel to the new president and I am now the past president
- Participated in Riley County “training” day committee meetings
- Mobile command post is at repair shop in Kansas City
- Constantly working on radio system management, signing agreements with neighboring agencies to share talkgroups, updating older radios with new software so that they can operate on the new system, analyzing opportunities to lower the annual operating costs of the 911 system
- Worked with PIO Massimi to formalize social media accounts
- Have had numerous discussion with fellow EM’s and state personnel about the status of the IMT/IST team and KDEM’s apparent desire to control it
- KS Highway Patrol performed inspection on homeland security equipment we house/maintain
- Monitored several storms that threatened our area
- Attended Civic Plus training from HR
- Laurie and I updated EOC manager handbook specifically for alternate EOC managers information on what to do if we aren’t available
- I participated in the Flint Hills regional planning meeting in Junction city where they discussed Ft. Riley resilience, in particular the off base aspects
- Numerous calls and zoom meetings preparing for the KEMA conference
- Worked several KSU football games
- Assisted RCPD with a runaway juvenile from the Randolph area, we held an after action and discussed how things went and if there was anything we could do better next time, we had a productive conversation
- Participated in the upper KS river floodplain review hosted by the KS water office
- Participated in NEKHSC meeting in Topeka
- Participated in NG911 working group meetings discussing addressing and naming of unnamed roads
- Working with Public Works to figure out best way to maintain access roads to radio towers.
- Participated in EMS medical training for medical first responders

- Participated in MHK airport annual response to airplane emergency exercise

EM Coordinator Laurie Harrison activity EM/911 Aug and Sep 2021:

- EM/911 Aug and Sep 2021
- Participated in Tuttle Creek Lake Tabletop Exercise
- Participated in Insurance Committee meeting
- Participated in KEMA conference planning meeting
- Participated in KEMA board meeting
- Participated in Wildcat Creek discussion panel
- Received certificate of appreciation for participating in Ft Riley Full scale Exercise with our Animal Response Supplies Trailer
- Attended Northeast KEMA meeting
- Attended training on the new Integrated Preparedness Planning Workshop (IPPW)
- Participated in quarterly accountability test
- Attended KEMA conference - great training
- Presented info for a group of boy scouts working on emergency preparedness badge
- Participated in Manhattan Airport Tabletop Exercise
- Attended Northeast Regional Homeland Security Council meeting
- Update Emergency operations plan
- Update continuity of operations plans
- Conduct monthly siren test and Everbridge emergency notification test
- Pay EM/911 bills
- Jame Sampson will be interning with EM for October and November. He's retiring DOD interested in the field of EM.
- Throughout the semester, Maggie Henton, a grad student, will be shadowing and interviewing EM staff for a project paper she is working on.

Baldwin Fisher

- Complete review of FD#1 COOP Plan
- Update ESF 2 with partner agencies
- Update Tier II reporting files for 2020

Russel Stukey, Emergency Services Director

Enclosures:



PLANNING & DEVELOPMENT
Work Session

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: October 4, 2021

SUBJECT: Work Session - proposed Riley County Land Development Regulations

PRESENTER: Amanda Smeller, Planning Director

BACKGROUND

We are nearing completion of the Riley County Land Development Regulations update. The Riley County Planning Board and the Manhattan Urban Area Planning Board both held work sessions in September to review the document.

DISCUSSION

Following is a summary of what this update accomplished:

- *Cleaned up existing regulatory documents
 - *Removed inconsistencies, contradictory language/requirements, redundancies, outdated concepts, unnecessary steps, etc.
 - *Reorganized the structure of the regulations to provide clarity, minimize confusion and make them easier to navigate.
 - *Added new options that provide convenience to properly develop/redevelop property.
- *Updated Zoning Districts
 - *Created zoning district purpose statements
 - *Included Corridor Overlay Districts for the Gateway K-177 and Eureka Valley/K-18 corridors.
 - *Consolidated districts and "retirements:"

- *Reduced five single family residential districts down to three
- *Reduced four commercial districts down to two
- *Reduced four industrial districts down to two
- *Revamped the Planned Unit Development district process
- *Retired the N-1 district in favor of an Airport Overlay District

*Created a consolidated use table

*Added Baseline Development Standards (new)

- *Parking and parking lot landscaping
- *Landscaping, screening, and buffering
- *Fire buffering
- *Site layout

*Enhanced Subdivision Regulations

- *Clarified applicability, jurisdiction, and exemptions
- *Enhanced general standards
- *Added new section describing additional studies and standards for improvements
- *Fortified the procedures of the platting and replatting process.
- *Added lot splits and boundary line adjustments as options.
- *Added signature certificates and notes required on final plats.
- *Referenced the Riley County Standards for Road Design in Platted Subdivisions.

*Overhauled the Floodplain Regulations

- *Reorganized the structure and clarified language to be more "user friendly."
- *Added illustrations provided by the State of Kansas.
- *Proposed an increase of the freeboard from one foot above base flood elevation to two

feet

above base flood elevation.

*Established the "regulatory floodplain," which is comprised of the Special Flood Hazard Area.

This area encompasses both the Floodway (FW) and Floodway Fringe (FF) Overlay Districts.

- *Included specific criteria for approving variances for agricultural structures.

*Created Driveway standards for the unincorporated areas of Riley County.

The Riley County Planning Board held a work session for this item at their regular meeting on September 13, 2021. Out of that discussion, there was one change they unanimously recommended and staff will amend the document to reflect: Increasing the side yard setback in the Single Family-1 zone (SF-1) from 10' to 15'. The Riley County Planning Board will hold their public hearing on this item at the October 18, 2021 regular meeting.

The Manhattan Urban Area Planning Board (MUAPB) held a work session for this item at their regular meeting on September 20, 2021. While there was discussion, comments, and questions, there were no group wide requests for modifications at this time. However, minor errors in a

couple illustrations were discovered which will be fixed for the public hearing drafts. The MUAPB will hold their public hearing on this item at their November 1, 2021 regular meeting.

The proposed date for BOCC adoption is November 18, 2021. This may change if any modifications are requested going forward.

The full draft document can be found on Planning & Development's LDR webpage here:

<https://www.rileycountyks.gov/DocumentCenter/View/20588/Land-Development-Regulations?bidId=>

Enclosures: