



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

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

Review Minutes

3. Board of Riley County Commissioners - Regular Meeting - Oct 28, 2021 8:30 AM

Review Tentative Agenda

4. Tentative Agenda

Press Conference Topics

5. Discuss Press Conference

9:00 AM

Amanda Smeller, Planning/Special Projects Director

6. Work Session - proposed Riley County Land Development Regulations

9:30 AM

Press Conference

7. RCPD update - Captain Greg Steere (3-5 minutes)
8. Downtown Manhattan update - Gina Snyder (3-5 minutes)
9. Public Notice - John Ellermann (1-2 minutes)
10. Election - Rich Vargo (2 minutes)

9:50 AM

Julie Gibbs, Health Department Director

11. Agreement between RCHD and EnVisage Consulting

10:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

12. Administrative Work Session

13. Pending County Projects County Counselor

Adjournment

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



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
November 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

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. Agreements creating restrictive covenants

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

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session
7. Executive session to discuss confidential legal advice regarding potential litigation issues

Attachment: 11-04-21 tentative agenda (10506 : Tentative Agenda)

12:00 PM Legislative Conference

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: 11-04-21 tentative agenda (10506 : Tentative Agenda)



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

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Discuss Joint City/County/County Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

2. Year to date budget and expenditure reports

9:30 AM

Press Conference

10:00 AM

Break

10:10 AM

John Ellermann, Public Works Director/County Engineer

3. Project update

10:40 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

11:00 AM

Allana Saenger, Interim Museum Director/Curator

5. Staff update

12:00 PM

County Officials Luncheon

Adjournment

Attachment: 11-08-21 tentative agenda (10506 : Tentative Agenda)

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, November 9, 2021 (GM).

The Board of County Commissioners will not be in session on Thursday, November 11, 2021 due to the observance of the Veterans Day holiday.

Riley County Offices will be closed on Thursday, November 11, 2021.

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
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: November 1, 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. The Riley County Planning Board held their public hearing in October.

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 held a public hearing on this item at their October 18, 2021 regular meeting. There was one member of the public who provided public comment. The Board worked through those comments and made recommendations at that time and closed the public

hearing.

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. All of the recommended changes for both planning boards, along with the overall recommendation for the document, will be brought to the BOCC for this meeting.

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

The Driveway Standards, which also must be adopted as a separate document, are attached for review. These went through the review and public hearing process with the LDR.

Enclosures:

- Driveway Standards FINAL (PDF)

Driveway Standards

in the Unincorporated Area of
Riley County, Kansas



Adopted by Reference

Riley County Land Development Regulations

(November 18, 2021)

A. PURPOSE

The purpose of the Driveway Standards is to provide safe ingress and egress for driveways and adequate access for emergency responders to protect the health, safety and welfare of the community.

B. AUTHORITY

This document is adopted by reference as part of the Riley County Land Development Regulations, and, as such, is given legal authority by the Riley County Planning Board, Manhattan Urban Area Planning Board and Riley County Board of Commissioners, who are responsible for adoption of the aforementioned regulations. Modifications to this document may only be completed administratively following approval by the Riley County Planning Board or Manhattan Urban Area Planning Board and the Riley County Board of Commissioners.

C. APPLICABILITY

With the exception of agricultural uses, all new residential development must be served by an approved driveway as per the standards established herein.

D. DEFINITIONS**Accessory Apartment**

A secondary, independent (i.e., separate kitchen, bathing and sleeping areas) dwelling unit, clearly subordinate to and contained within a principal single-family dwelling or its accessory detached garage.

Driveway

A roadway providing access to a principal building, measured from the public road right-of-way adjoining the lot or parcel, to such principal building.

Principal Building

A building in which the primary or predominant use of the lot or parcel, on which the building is located, is conducted.

Turnout

A widened portion of the driveway which allows vehicles to pass one another.

Building Envelope

An area of land, marked and labeled on a plat or site plan, within which the principal building and accessory structures are expected to be located on a particular lot or parcel.

E. PLAT APPROVAL

In accordance with the Riley County Land Development Regulations, a Preliminary Plat and a Final Plat shall indicate the location of all lot entrances. Entrances shall have adequate site distance as prescribed in the Riley County Standards for Roadway Design in Platted Subdivisions.

The Preliminary Plat and Final Plat shall also indicate the location of the proposed driveway to the proposed building envelope, the width of the proposed driveway, the maximum slope of the proposed driveway, and the curve radii of the proposed driveway.

F. COUNTY ENGINEER REVIEW

Prior to approval of a plat or site plan, the County Engineer shall review and approve all proposed driveways. If the County Engineer determines additional information, including an engineering design, is necessary to adequately review the proposed driveway, the subdivider shall provide such information.

G. DEVIATIONS

The County Engineer may deviate from the standards established herein, if deemed appropriate.

H. PERMITS

An entrance permit shall be obtained from the Public Works Department prior to issuance of a building permit for a new principal building. The building permit shall be accompanied by a certification/acknowledgement that the property owner understands the driveway must be constructed to all requirements of these driveway standards and inspected/approved by the Public Works Department prior to issuance of a Certificate of Occupancy for the principal building.

I. CERTIFICATE OF OCCUPANCY

A prerequisite for issuance of a Certificate of Occupancy for a principal building is a determination by the Public Works Department the driveway meets the minimum standards set forth herein.

J. GENERAL STANDARDS

Driveways shall meet the following requirements:

1. Surface width.

Driveways shall be constructed to provide a minimum 12-foot wide drivable surface, with a 2-foot unobstructed clear zone on each side of the driveway (minimum 16-feet total).

2. Surface.

To ensure a driveway can support a 60,000lb vehicle, the driveway surface, including turnouts and turnarounds, shall be constructed of a minimum 4" depth of 1.25-inch road rock surface placed on a compacted subgrade (Type B, MR-90) from the intersection of the public roadway to the principal building. The subgrade shall be scarified and compacted to a minimum depth of 6 inches and shall be free of roots, sod, weeds, wood, construction debris, ice, snow, or other frozen materials, and deleterious matter. The clear zones are not required to meet a surfacing requirement, but shall not exceed a 4:1 slope.

3. Maximum Grade.

The maximum grade of a driveway shall not exceed ten (10) percent unless the County Engineer obtains approval from the Riley County Fire Chief for a steeper grade.

4. Vertical Clearance.

All driveways shall have an unobstructed vertical clearance of sixteen (16) feet for the width of the entire surface and clear zone.

5. Setback.

All driveways shall be setback a minimum of ten (10) feet from a side yard or rear property line, measured from the edge of the driveway's surface to the property line. For shared entrances, the setback will not apply within 25 feet measured from the road right-of-way.

6. Turnouts.

Driveways exceeding four hundred (400) feet in length, but less than eight hundred (800) feet in length, shall provide a turnout near the midpoint of the driveway. Driveways exceeding eight hundred (800) feet in length shall provide turnouts no more than four hundred (400) feet apart. Turnouts shall be a minimum of ten (10) feet wide and thirty (30) feet long, with a minimum twenty-five (25) foot taper on each end. Where topography or the length of the driveway influences the location(s) of the turnout(s), the County Engineer shall contact the Riley County Fire Chief for comment on the proposed location(s).

7. Turnarounds.

Driveways longer than 400 feet shall provide a turnaround within 150 feet of the nearest point of the principal building. The minimum turning radius for a turnaround shall be fifty (50) feet, not including parking. If a hammerhead/T is used instead, the top of the "T" shall be a minimum of sixty (60) feet in length. Where topography or the length of the driveway influences the location of the turnaround, the County Engineer shall contact the Riley County Fire Chief for comment on the proposed location.

8. Curve Radius.

All curves on a driveway shall have a minimum 50-foot radius.

9. Drainage.

Driveway design and construction shall not adversely affect the drainage on a public road or any adjacent properties. The driveway entrance culvert adjacent to the road will be designed by the County Engineer and installed by the Public Works Department at the expense of the landowner. All other driveway drainage structures shall be sized by a Kansas licensed engineer to pass a 10-year storm.

Driveway drainage structures within the Regulatory Floodplain areas shall comply with the requirements of the Riley County Floodplain Regulations.

10. Cut and Fill Slopes.

Cut slopes in rock may be at a maximum slope of 1:1, otherwise all other cut slopes/fills shall be laid back to a maximum slope of 3:1. All slopes shall be stabilized by re-vegetation, retaining walls or other means approved by the County Engineer.

11. Utilizing a Shared Entrance.

Driveways that share an entrance shall diverge from one another within a distance not to exceed 25 feet measured from the right-of-way line of the intersecting street, in order to meet the required setback standard for driveways.



HEALTH DEPARTMENT
Agreement

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: November 1, 2021

SUBJECT: Agreement between RCHD and EnVisage Consulting

PRESENTER: Julie Gibbs

BACKGROUND

Connie Satzler assisted the health department and the Flint Hills Wellness Coalition with our last Community Health Improvement Plan (2015) and did a very thorough job! She has filled out the RFP to complete this again for 2022 and we have approved this request.

DISCUSSION

The funding that will pay for her work is coming from the Pathways Grant and the health department is the fiscal agent. We already have the funds and will work on a payout schedule once the agreement is signed.

FISCAL IMPACT

This will not have any fiscal impact on the county.

RECOMMENDATION(S)

I recommend the Board of Health approve the agreement as written.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- contract (PDF)

AGREEMENT

Between Riley County Health Department and EnVisage Consulting, Inc.

START DATE: November 1, 2021
END DATE: September 15, 2022
AMOUNT: \$25,000

This contract is entered into this 11th day of October 2021 by and between Riley County Health Department hereinafter RCHD and EnVisage Consulting, Inc. hereinafter referred to as EnVisage.

WHEREAS RCHD desires to conduct a Community Health Improvement Plan (CHIP) for Riley County;

WHEREAS EnVisage is both capable and desirous of completing the work;

NOW, THEREFORE, the parties do mutually agree as follows:

Envisage agrees to:

- 1) Facilitate an assessment of the local public health system using the National Public Health Performance Standards (NPHPS) Documents and Community Health Improvement Plan Public Health Accreditation Board (PHAB) standards 5.2, under the advisement and direction of the RCHD Director and the Health Educator/Accreditation Coordinator.
- 2) Work with Departmental Team to finalize assessment plan, including data indicators needed; types and scope of focus groups, surveys, and other assessment tools; role of Steering Committee Community Panes; and desired outcomes of community meetings.
- 3) Gather data for community health profile; calculate relevant statistics, create graphs and present data in meaningful way for Departmental Team, Steering Committee and Community Panel to use for decision-making.
- 4) Regularly communicate with and provide updates (approximately monthly) to Departmental Team throughout process.
- 5) Complete initial data gathering and deliver draft community health profile to RCHD administrator by August 15, 2022.
- 6) Complete systems assessment(s) by August 31, 2022.
- 7) Enter data and provide a draft of Community Health Improvement Plan (CHIP) results to RCHD by September 15, 2022.

- 8) Provide Final Draft of the Community Health Improvement Plan (CHIP) to RCHD by September 30, 2022.
- 9) Assist in presenting findings to the Riley County Board of Health Meeting in October 2022.

RCHD agrees to:

1. Work with EnVisage to collaboratively plan and complete Community Health Improvement Plan (CHIP).
2. Provide mutually agreed-upon data to EnVisage for purposes of the assessment and informing future community health improvement planning.
3. Provide leadership in identifying goals and recommendations for the improvement plan.
4. Provide contact information for and/or assist in communications with Steering Committee and Community Panel members regarding Community Health Improvement Plan (CHIP).
5. Coordinate meeting and focus group venues.
6. Remit payments to EnVisage upon receipt of detailed monthly invoices.

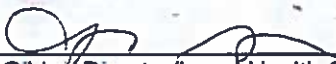
Payments may be provided to:

Envisage Consulting, Inc.
6847 Anderson Ave.
Manhattan, KS 66502
FEIN: 20-1528614

The parties mutually agree:

1. To work collaboratively towards the objective of producing a Community Health Improvement Plan (CHIP).
2. To maximize expertise and minimize expense/resources in accomplishment of the objective.
3. That the contract period is from November 1, 2021 to September 15, 2022.
4. That the total cost of this contract will not exceed the amount of \$25,000.

Signatures:


Julie Gibbs, Director/Local Health Office
Riley County Health Department

10-27-21
Date

Connie J Satzler

Digitally signed by Connie J Satzler
DN: cn=Connie J Satzler, o=EnVisage Consulting, Inc.,
ou, email=csatzler@kansas.net, c=US
Date: 2021.10.27 13:43:20 -05'00'

10-27-2021

Connie Satzler, President
EnVisage Consulting, Inc.

Date

Attachment: contract (11218 : RCHD Agreement with EnVisage Consulting)

Attachment to Contract between Riley County (hereinafter "County"), and Envisage (hereinafter "Contractor").

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated to which it is attached and made a part thereof, said contract being dated October 27, 2021

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.

2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.

3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1 **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.

 - 3.2 **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.

4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10- 1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, 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 Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

6. **ANTI-DISCRIMINATION CLAUSE.**

- 6.1. In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
- 6.2. Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- 6.3. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 6.4. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, termination or suspended, in whole or in part, by County.
- 6.5. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 6.6. Contractor shall include the provisions of paragraphs 7.1 through 7.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 6.7. Parties to the contract understand that this paragraph number 7 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

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

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

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

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

14. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

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

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

19.2. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 18, above.

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

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

19.5. **Mailing Address.** Payments shall be mailed to Contractor) address as set forth herein.

20. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.

21. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.

22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.

23. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.

24. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor

ENVISAGE CONSULTING, INC.

By:

Connie J Satzler

Digitally signed by Connie J Satzler
DN: cn=Connie J Satzler, o=EnVisage
Consulting, Inc., ou,
email=csatzler@kansas.net, c=US
Date: 2021.10.27 13:43:53 -0500

Connie Satzler, President
Date

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS, SITTING AS
THE RILEY COUNTY BOARD OF HEALTH

By:

John Ford, Chairman
Date

ATTEST:

Rich Vargo
Riley County Clerk

Attachment: contract (11218 : RCHD Agreement with EnVisage Consulting)

Approved:



Health Department Director
Julie Gibbs

Approved as to Form

Clancy Holeman
Riley County Counselor

Date: _____

Attachment: contract (11218 : RCHD Agreement with EnVisage Consulting)



**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: November 1, 2021

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman, Riley County Counselor

Enclosures:

- Final Commission List 11.01.2021 (DOC)

PENDING COUNTY PROJECTS ▪ Beginning October 21, 2021 and through October 27, 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) Obtain BOCC approval of Amendment 1 to Master Service Agreement. (9-30-21).* **MOST OF THE TEXT ON THIS ITEM WILL BE REMOVED AFTER TODAY’S MEETING AND REPLACED WITH A “PLACEHOLDER” FOR ANY FUTURE ENTRIES.**

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) *Agree to Defendant’s attorney’s request for additional time to submit record of hearing to Court. (Week of 9-29-2021)*

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) Review state of current arrangement. (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) *Review and work on presentation of power point for presentation scheduled for 10-18-21. (10-16-21; 10-17-21) Participated in panel discussion during KAC annual meeting. (10-18-21)*

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) *Assist with presentation of CLE to County Counselor's Association of Kansas during KAC annual meeting. Accept award as outgoing CCAK president (effective 1-1-22). Accept "Ed Randels" award for service to CCAK. (10-19-21)*

"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) *Continue preparation for KAC annual meeting and panel discussion of "Dark Store." (Week of 9-29-21) Work with KAC recording podcast on "Dark Store". (10-1-21) Discuss KAC annual meeting (10-18-21) presentation with co-panelist Douglas County Appraiser, and Greg McHenry. (10-4-21) Further discussion with Greg McHenry on Dark Store issues for KAC annual meeting panel presentation. (10-6-21) Final discussion with Greg McHenry on Dark Store issues for KAC annual meeting presentation. (10-7-21) Work with Greg on same subject. (10-10-21) Work with Greg on same subject (10-15-21) Participate in panel discussion on "Dark Store" at KAC annual meeting. (10-18-21)*

"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. *Work on presentation to County Commissioners scheduled for 10-20-21 (10-15-21; 10-16-21; 10-17-21; 10-19-21) Convene presentation by Mike Heim on constitutional protection of county home rule during KAC annual meeting. (10-20-21) Presentation on constitutional protection of county home rule to County Commissioners Association of Kansas, during KAC annual meeting. (10-20-21)*

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. *Work on agenda for legislative conference. (10-14-21; 10-15-21) Present draft agenda for legislative conference to BOCC and obtain approval of final draft. (10-21-21) Work with staff on discussion of revised spreadsheet for use as attachment to conference agenda. (10-27-21)*

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) *Obtain BOCC approval of Professional Services Agreement. (9-30-21) Staff meets with Consultant for first time regarding ARPA distribution rules. (9-30-21) Draft letter to congressional office (for discussion by BOCC in public meeting on 10-28-21) in support of S 3011—giving more flexibility to counties nationwide in their use of ARPA funds. (10-27-21)*

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) *(Agreements signed with 2 vendors—arrange to meet final vendor Saturday morning for signature of contract.)* (10-1-21) *Agreement signed Saturday, October 2, 2021 with final of the 3 vendors. Pick up tickets from 2 vendors representing meals served to employees during Employee Day (10-12-21; Third vendor hand-delivers tickets to this office (10-13-21); conduct final ticket count; submit information on ticket count with payment due vendors to Budget and Finance Officer and email each vendor same information. (10-15-21) Review with HR and Training Committee on outcomes from Employee Day. (10-25-21)*

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)

Human Resources: Finalize contract with East Coast Risk Management and place on 10-4-21 agenda for BOCC review and approval. Company will consolidate current Personnel Policies and Guidelines with separate resolutions amending those policies over the past years. (10-1-21) Contract with East Coast Risk Management approved by BOCC. (10-4-21)

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) Obtain BOCC approval of “Code of Conduct.”*

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) *Answer question on project.(10-21-21) Review and approve as to form Transfer Station scales repair contract. (10-25-21)*

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) Discuss with P & D and H.R. departments “Code of Conduct” Commission Agenda Report to be presented by P & D 10-7-21. (10-4-21; 10-5-21) Discuss separate regulatory issue with P&D. (10-5-21)*

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) Obtain BOCC approval of Flint Hills Wellness Coalition agreement in principle, presented at 9-30-21 public meeting, for future license agreement and pouring of concrete as base for outdoor “walk-in cooler/freezer at RCHD’s Family and Child Resource Center. (9-30-21) Finalize and place on BOCC agenda for 10-14-21 license agreement with FHWC. (10-5-21) Present to and obtain approval from BOCC license agreement with FHWC. (10-14-21) *Discuss concept of assistance from Envisage Consulting, Inc., for Community Health Improvement Plan.* (10-21-21) *Review vaccination matter.* (10-27-21)

Riley County Information Technology/GIS: Request for estimate (submitted to this office 8-20-21). *Discuss technology issue with I.T. interim director.* (10-21-21)

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)

Riley County Treasurer: *Advise on property tax issue.* (10-6-21)

Riley County Community Corrections: *Discuss with Director Shelly Williams potential contract with Clay County Sheriff’s Office for testing of Community Corrections’ clients.* (10-26-21)