



COUNTY COMMISSION

Monday, April 13, 2015

5:00 PM

Ellis County Courthouse

Order of Business

I. Opening

- A. Call to Order
- B. Pledge of Allegiance
- C. Clerk Records the Roll
- D. Order of Business
 - Consideration of Amendments

II. Prior Minutes

III. Consent Agenda

- A. Approval of Employee Status Changes as presented
- B. Approval of Refunding Warrants as presented
- C. Approval of Tax Roll Adjustments as presented
- D. Approval of Escape Tax Orders as presented
- E. Approval of Adds and Abates as presented
- F. Approval of Accounts Payable and Payroll as presented

IV. Issues from Persons Not on the Order of Business

V. Public Requests/Presentations/Reports Agenda

- A. Election Canvass** [Enclosure](#) [page 5](#)
Consideration of Canvass
- B. Monthly Extension Service Report – Stacy Campbell**
Report

VI. Action Items Agenda

- A. National Day of Prayer**
Consideration of Request to Stage at Front of Courthouse
- B. Resolution No. 2015-07 – Hiring Practices** [Enclosure](#) [page 6](#)
Consideration of Resolution
- C. Fair - Enersys Overflow Parking Lot License** [Enclosure](#) [page 7](#)
Consideration of License Agreement

VII. Issue Introduction/Report Agenda

- A. County Administrator**
 - 1. Kansas Supreme Court Session in Hays** [Enclosure](#) [page 13](#)
Report/Discussion
 - 2. Landscaping**
Report on Landscaping RFP for Admin Center and Emergency Services Building
- B. County Commission**
 - 1. Commissioner Reports**
- C. Executive Session (if required)**

VIII. Adjournment



Meeting Memo

To: County Commission
From: Greg Sund
CC: Order of Business Recipients
Date: 4/9/2015
Re: Order of Business for April 13, 2015 Regular Meeting

IV. Public Requests/Presentations/Reports Agenda

- A. Election Canvass** – This is the canvass of the April 7, 2015 Election. County Clerk Maskus will lead this portion of the meeting. I am enclosing the print-out from the election night count in the packet. If adjustments are necessary, Ms. Maskus will report these to the Commission as part of the canvass.

Suggested Motion: To accept the canvass of the Ellis County election held on April 7, 2015.

- B. Monthly Extension Service Report – Stacy Campbell** – This is Mr. Campbell's month to update the County Commission on Extension Service activities.

V. Action Items Agenda

- A. National Day of Prayer** – As in recent years, we received a request to hold the National Day of Prayer activities on May 7, 2015 in front of the Ellis County Courthouse. I am not aware of any history of problems with this event in the past and for that reason, I recommend approval.

Suggested Motion: To authorize holding the National Day of Prayer activities in front of the Ellis County Courthouse.

- B. Resolution No. 2015-07 – Hiring Practices** – As reported during the County Commission meeting on April 6, I provided department heads a copy of the draft resolution and discussed it during the department head meeting on April 8. After editing the document based on input on April 8, I forwarded the draft to Mr. Jeter for review.

Suggested Motion: To approve Resolution No. 2015-07 regarding Ellis County hiring practices and procedures.

- C. **Fair- Enersys Overflow Parking Lot License** – Enclosed is a copy of a new license document from Enersys that covers uses from 7/1/2015 – 6/30/2016. This license provides the County with the opportunity to use the fenced area just east of the Fairgrounds on the Enersys land for use as overflow parking. The primary use of this lot is during the Fair, but in the past it has been used for other large events such a Oktoberfest. The requirement is that County must let Enersys know at least 30 days before the event that it will be held. For that reason, when we send them the signed agreement and payment, I will include notice of the Fair time schedule in the cover letter.

Suggested Motion: To approve and authorize signatures on the license document from Enersys, Inc for the overflow parking lot at the Fairgrounds.

VI. Issue Introduction/Report Agenda

A. County Administrator

1. **Kansas Supreme Court Session in Hays** – At 6:30pm the evening of this meeting, the Kansas Supreme Court will be holding a session and hearing cases in the Beach/Schmidt Performing Arts Center on the FHSU Campus. The notice also lists a Public Reception at 8:30pm. This is an excellent opportunity for the public to see the State Supreme Court in action without having to travel to Topeka.
2. **Landscaping** – For the Emergency Services building, landscaping is not part of the contract. Therefore it is something for which the County has to contract separately. The owner of a local landscaping company stopped in my office last week asking about landscaping for the Administrative Center. While I think we need to work on improving the landscaping for the Administrative Center, I am hoping it will not require a complete overhaul. For this reason, I think it is best to put out a request for proposals for each building with professionals suggesting solutions. Given the drought we have been living through, I think it will be important to seek landscaping that is drought tolerant. I am asking whether the Commission has any concerns about advertising an RFP for landscaping services.

Greg Sund

SUMMARY REPORT

ELLIS COUNTY, KANSAS
 CITY/SCHOOL GENERAL ELECTION
 APRIL 7, 2015

UNOFFICIAL RESULTS

RUN DATE:04/07/15 10:13 PM

VOTES PERCENT

PRECINCTS COUNTED (OF 31) 31 100.00
 REGISTERED VOTERS - TOTAL 0 19.2480
 BALLOTS CAST - TOTAL. 3,379

ELLIS CITY MAYOR

VOTE FOR 1
 DAVID R. McDANIEL. 320 54.61
 MARTIN V. LABARGE. 260 44.37
 WRITE-IN. 6 1.02

ELLIS CITY TREASURER

VOTE FOR 1
 FAITH SCHECK 534 99.07
 WRITE-IN. 5 .93

ELLIS CITY COUNCIL

VOTE FOR 3
 ROBERT A. REDGER 358 21.64
 HOLLY ASCHENBRENNER 294 17.78
 HEATHER LUEA 213 12.88
 JOLENE NIERNBERGER 177 10.70
 RYAN JOSEPH AUGUSTINE 152 9.19
 BRET B. ANDRIES 151 9.13
 JOHN R. LaSHELL 150 9.07
 BRIAN RAUB 105 6.35
 SEAN SIMMONS 49 2.96
 WRITE-IN. 5 .30

HAYS CITY COMMISSIONER

VOTE FOR 3
 JAMES MEIER. 1,437 26.77
 HENRY SCHWALLER 1,423 26.51
 LANCE JONES. 1,316 24.52
 SCOTT SIMPSON 1,179 21.96
 WRITE-IN. 13 .24

CHOENCHEN CITY MAYOR

VOTE FOR 1
 RICHARD KLAUS 27 100.00
 WRITE-IN. 0

CHOENCHEN CITY COUNCIL

VOTE FOR 5
 KEVIN J. BIEKER 26 20.31
 THOMAS LEE DINGES. 26 20.31
 CYLE ZIMMERMAN. 26 20.31
 THOMAS COLE DINGES 25 19.53
 RONALD SAUER 25 19.53
 WRITE-IN. 0

VOTES PERCENT

VICTORIA CITY MAYOR

VOTE FOR 1
 JERRY L. KANZENBACH 116 52.49
 GERALD "JERRY" BRUNGARDT 105 47.51
 WRITE-IN. 0

VICTORIA CITY COUNCIL

VOTE FOR 2
 ERICA DINGES 136 34.52
 DUSTIN SCHUMACHER. 131 33.25
 ZACH KANZENBACH 126 31.98
 WRITE-IN. 1 .25

BOARD OF EDUCATION MEMBER OF USD 388

VOTE FOR 4
 MICHAEL KELLER. 480 19.15
 MELANIE L. FISCHER 423 16.88
 ROB SONESON. 334 13.33
 GLENN T. FONDOBLE. 333 13.29
 GINA SMITH 319 12.73
 MARK POLIFKA 313 12.49
 TRACY KINDERKNECHT 302 12.05
 WRITE-IN. 2 .08

BOARD OF EDUCATION MEMBER OF USD 432

VOTE FOR 4
 DARRELL DORTLAND 252 21.84
 KEVIN HUSER. 233 20.19
 SHANNON RADKE 225 19.50
 DON PRUITT 205 17.76
 RYAN LICHTER 169 14.64
 WRITE-IN. 70 6.07

BOARD OF EDUCATION MEMBER OF USD 489

VOTE FOR 4
 PAUL ADAMS 1,535 20.04
 SARAH H. RANKIN 1,460 19.06
 LUKE OBORNY. 1,337 17.45
 MIRANDA FOX. 1,133 14.79
 GREGORY A. SCHWARTZ 1,029 13.43
 JERALD J. BRAUN 648 8.46
 LESLIE BLAGRAVE 511 6.67
 WRITE-IN. 7 .09

Resolution No. 2015-07

A resolution of the Ellis County, Kansas County Commission regarding hiring practices.

WHEREAS, Ellis County anticipates a considerable drop in anticipated revenue for taxes due in December 2015 and May 2016, and

WHEREAS, the Ellis County Commission is looking to work within the limitations of the property tax base value decrease, and

WHEREAS, changes to hiring practices are anticipated to help address anticipated revenue challenges by providing Ellis County the opportunity to realize staff reductions through attrition rather than layoffs,

NOW, THEREFORE, BE IT RESOLVED by the Ellis County Kansas County Commission that any staff positions that were open and unfilled prior to March 25, 2015 shall remain open and the allowance for those positions shall be removed from the 2016 County Budget unless the Department Head of the affected Department is able to convince the County Administrator and ultimately the County Commission that filling said position is necessary for the department to meet its mission and obligations, and

BE IT FURTHER RESOLVED that any position that comes open after March 25, 2015 shall also remain open unless the Department Head of the affected Department is able to convince the County Administrator and ultimately the County Commission that that filling said position is necessary for the department to meet its mission and obligations, and

BE IT FURTHER RESOLVED, that this policy will continue in place until overturned by the Ellis County Commission.

Dated this 13th day of April 2015.

ELLIS COUNTY COMMISSION

Martha McClelland, County Commission Chair

Dean Haselhorst, Commissioner

Barbara K. Wasinger, Commissioner

ATTEST:

Donna J. Maskus, County Clerk

LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is made effective as of July 1, 2015 (the “**Effective Date**”), notwithstanding the date of the execution of this Agreement, by and between EnerSys Delaware Inc., a Delaware corporation (“**Licensor**”), with an address at c/o EnerSys Inc., 2366 Bernville Road, Reading, PA 19605, Attn: General Counsel, and County of Ellis, a political subdivision of the State of Kansas (“**Licensee**”), with an address at PO Box 720, 1204 Fort Street, Hays, Kansas 67601, Attn: County Administrator.

RECITALS

A. Licensor is the owner of fee title to the real property described on Exhibit A, (the “**Licensor’s Property**”).

B. Licensee has requested and Licensor has consented to granting Licensee the license set forth in this Agreement so that Licensee may use a portion of Licensor’s Property for ancillary parking of passenger vehicles by visitors to Licensee’s county fairground facility, located in Hays, Kansas, and generally known as the Ellis County Fairgrounds, during certain events at the Ellis County Fairgrounds (each such event an “**Event**” or collectively, the “**Events**”), subject to the limitations and restrictions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. License and Permitted Activities.

(a) Licensor, without representation or warranty of any kind hereby (a) grants to Licensee a nonexclusive license (“**License**”) to use Licensor’s Property for temporary ancillary parking of passenger vehicles by visitors to four (4) Events annually, or such additional Events as Licensor may approve in writing from time to time, at the Ellis County Fairgrounds in a manner which is in accordance with applicable law and ordinance of local, tribal, state or federal governmental bodies or authorities having jurisdiction. Licensee shall be solely responsible for and shall cause to be obtained in advance any needed permits or governmental approvals to conduct its activities in connection with the License, and shall ensure that such activities comply with all applicable governmental statutes, ordinances, orders, permits, approvals, directives, rules, regulations, prohibitions and requirements. Upon expiration or termination of the License as provided herein and unless waived by Licensor, Licensee will, at Licensee’s sole cost and expense, cause that portion of Licensor’s Property used by Licensee to be restored to the same

condition as prior to Licensee's use thereof. Licensee acknowledges that Licensor's Property is the subject of operations of Licensor and that Licensor's Property may not be available for each every Event for which Licensee desires use of Licensor's Property, in which case Licensee will not be authorized to use Licensor's Property as otherwise set forth herein.

(b) Prior to any Event for which Licensee intends to use Licensor's Property as permitted hereunder and as a condition precedent to Licensee's right to use Licensor's Property for each such Event, Licensee will give at least thirty (30) days' prior written notice to Licensor of such intended use, identifying the date of the Event for which such use is intended and, if not already provided for the then current term of coverage, enclosing a certificate of insurance evidencing the insurance required by this Agreement (and, if required by Licensor, a copy of the policy evidence by such certificate of insurance). Licensor may, at its sole election, give notice to Licensee prior to such Event date that such use is in conflict with Licensor's operations and deny use by Licensee of Licensor's Property for such Event.

(c) Prior to the commencement of any work upon Licensor's Property within the scope of the License ("Work") and as a condition precedent to Licensee's right to use Licensor's Property for each such Event, Licensee will give at least thirty (30) days' prior written notice to Licensor of such intended Work, identifying the performance date and the nature of the Work and enclosing a certificate of insurance evidencing the insurance required by this Agreement (and, if required by Licensor, a copy of the policy evidence by such certificate of insurance). Licensor may, at its sole election, give notice to Licensee prior to such Work date that such Work is unacceptable to Licensor and deny commencement of the Work by Licensee of Licensor's Property. In any case, during the term of this Agreement and any renewal thereof, Licensee shall keep Licensor's Property free from mechanics' liens and other liens of like nature created or claimed by reason of activities of Licensee. Licensee agrees to defend and indemnify Licensor against all such liens, or claims that may ripen into liens, and all expenses arising from such liens or claims. If a final judgment is entered establishing the validity of such lien or claim, Licensee shall reimburse Licensor for the amount of the judgment, plus any costs assessed.

3. Term of the License. The License shall commence on the Effective Date and shall expire on the earlier of: (i) the termination of this License by either party hereto upon thirty (30) days' prior written notice to the other party; or (ii) one (1) year after the Effective Date ("**Initial Term**"). Subject to the termination rights in the foregoing sentence, the License may be renewed annually upon execution of a new License Agreement by both parties.

4. License Fee. As consideration for the License granted herein Licensee shall pay to Licensor, in advance the sum of One Hundred Dollars (\$100.00) ("**License Fee**"). The License Fee will be payable to Licensor at Licensor's address set forth hereinabove.

5. Responsibility for Activities. All activities of Licensee on or with respect to Licensor's Property shall be performed subject to the terms and conditions set forth herein. Licensee shall be fully responsible for the conduct of its employees, agents, invitees on or with respect to Licensor's Property.

6. Authority To Sign. Each party hereby represents and warrants to the other that the person or entity signing this Agreement on behalf of such party is duly authorized to execute and deliver this Agreement and to legally bind the party on whose behalf this Agreement is signed to all of the terms, covenants and conditions contained in this Agreement. The parties further acknowledge and agree that all consents and approvals have been obtained by said parties to execute and enter into this Agreement.

7. No Assignment by Licensee. This Agreement and the license granted hereby are personal to Licensee and may not be assigned by Licensee.

8. Licensee's Indemnity. Licensee hereby agrees to protect, indemnify, defend and save harmless Licensor, its shareholders, officers, employees and agents and to assume all responsibility and liability for the death of, or injury to, any persons, including but not limited to shareholders, officers, employees, agents, patrons, invitees or licensees of the parties hereto, and for loss, damage or injury to any property of Licensor, Licensee and all third parties, together with all liability for any expenses, reasonable attorneys' fees and costs incurred or sustained by Licensor, arising from or growing out of, or in any manner or degree directly or indirectly, caused by, attributable to the construction, maintenance or repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of the property of Licensee hereafter located on Licensor's Property.

9. Insurance. Licensee shall, at its sole expense and on an annual basis, purchase and maintain Comprehensive General Liability Insurance (occurrence form) insuring liability for injury to person or property occurring on the Licensor's Property and arising out of Licensee's use, maintenance, and work upon of Licensor's Property with insurance carrier(s) and in form acceptable to Licensor, naming Licensor as an additional insured thereon. This insurance shall be issued with the following required limits:

- | | | |
|----|--------------------|-------------|
| a. | General Aggregate: | \$2,000,000 |
| b. | Each Occurrence: | \$1,000,000 |

10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

11. Notice. Any notice or demand which any party hereto is required or may desire to give or deliver to or make upon the other party will be made by U.S. Registered Mail, return receipt requested, hand delivery, or via a reputable overnight delivery service at the addresses for the set forth hereinabove.

12. No Recording. This Agreement, nor any memorandum or other evidence thereof, will be recorded in the Office of the Register of Deeds of Ellis County, Kansas.

13. Counterparts. This Agreement may be executed in counterparts, which taken together, shall constitute one and the same agreement and shall be effective as of the Effective

Date. This Agreement may also be made by the delivery of executed copies via facsimile transmission to be followed by delivery of executed originals to each party hereto.

IN WITNESS WHEREOF, the said Licensor and Licensee have each caused their duly authorized officers to execute this Agreement the day and year above written.

LICENSOR:

EnerSys Delaware Inc.,
a Delaware corporation

By: _____
Printed Name: _____
Its: _____

LICENSEE:

County of Ellis

By: _____
Greg Sund, County Administrator

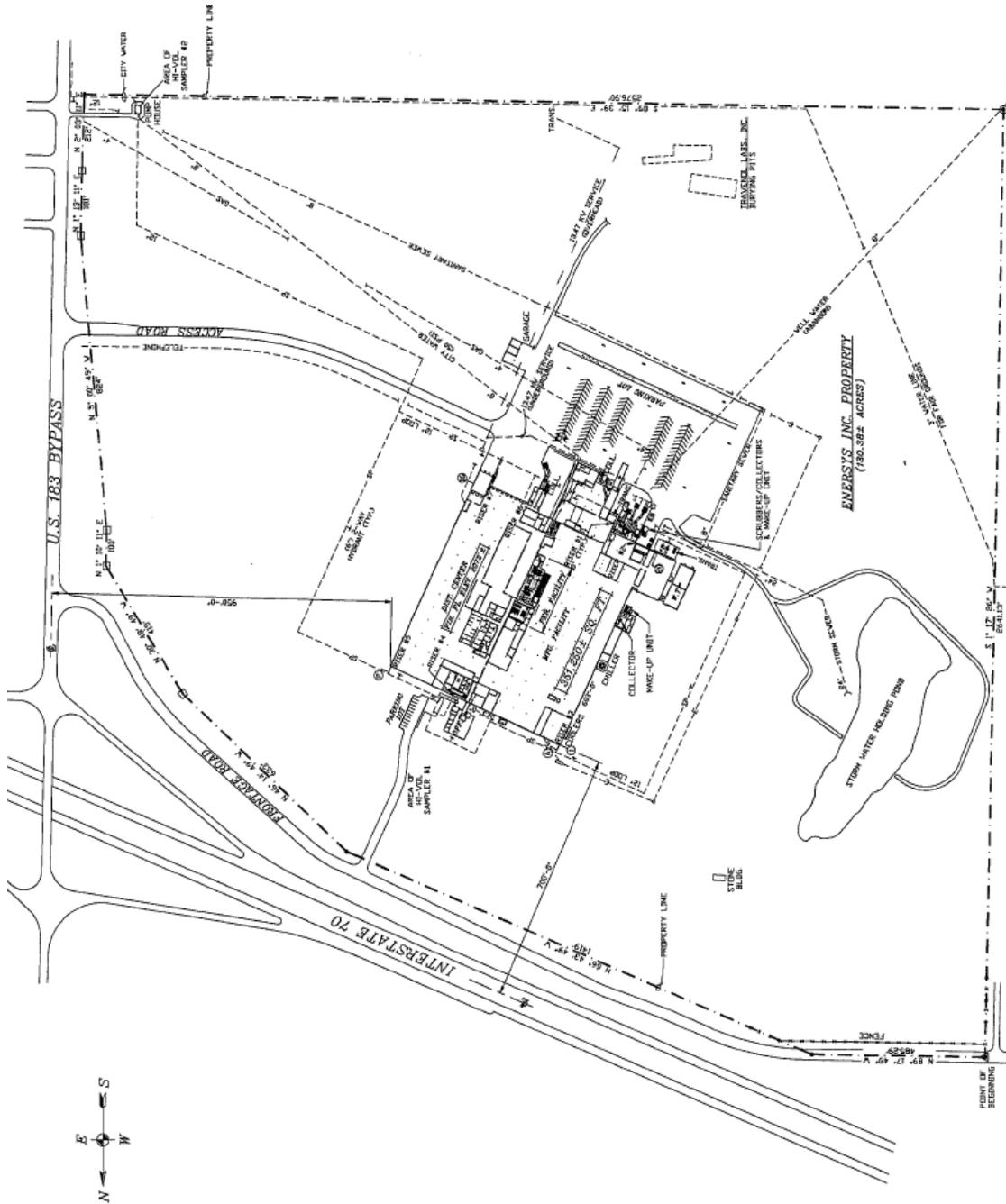
Attested to:

By: _____
Donna J. Maskus, County Clerk

EXHIBIT A

(“Licensor’s Property”)

That northwestern portion of the real property owned by Licensor located in Hays, Kansas, and situated adjacent to the Ellis County Fairgrounds, as generally shown on the map attached hereto and as Licensor may re-designate from time to time.



NOTE:
UTILITY LINE LOCATIONS SHOWN ARE APPROXIMATE.

COUNTY FAIR GROUNDS
KANSAS (HAYS)
(rev. 12)

- LEGEND:
- 1/2" x 8" RE-IRK AT CORNER
 - CONCRETE R/W MARKER AT CORNER
 - △ SECTION CORNER SET
 - ⊙ SECTION CORNER FOUND
 - ⊕ MILE SURVEY DONE BY CHALMERS
 - ⊖ MILE SURVEY DONE BY CHALMERS

Special Session
Kansas Supreme Court



***6:30 p.m.**

Monday, April 13, 2015

Beach/Schmidt Performing Arts Center

Fort Hays State University

***8:30 p.m. Informal Public Reception**