



COUNTY COMMISSION

Monday, May 11, 2015

5:00 PM

Ellis County Administrative Center – Basement Meeting Room

Order of Business

I. Opening

- A. Call to Order
- B. Pledge of Allegiance
- C. Clerk Calls 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

N/A

VI. Action Items Agenda

A. Pickup Truck Bids **Enclosure** page 8

Consideration of Recommendations

B. Resolution No. 2015-08 - Burn Ban **Enclosure** page 11

Consideration of renewing the Burn Ban

VII. Issue Introduction/Report Agenda

A. Public Works

1. Open Public Works Positions

Discussion/Report

2. West Highway 40 Project

Report/Discussion about initial construction of this project

B. Sheriff/Fire District

1. Washers/Dryers for Jail and Fire **Enclosure** page 14

Discussion about Washer/Dryer Units

C. County Administrator

1. NACo Partnership in www.stepsinguptogether.org

Enclosure page 42

Report/Discussion

2. NextEra Energy Road Maintenance Agreement

Enclosure page 47

Report/Discussion

3. Resolution No. 2013-27 – Insurance Proceeds

Enclosure page 55

Report/Discussion

D. County Commission

1. Commissioner Reports

E. Executive Session

For non-elected employee matters – union negotiations

VIII. Adjournment



Meeting Memo

To: County Commission
From: Greg Sund
CC: Order of Business Recipients
Date: 5/7/2015
Re: Order of Business for May 11, 2015 Regular Meeting

IV. Public Requests/Presentations/Reports Agenda

N/A

V. Action Items Agenda

- A. Public Works Pickup Truck Bids** – As authorized, Public Works Shop Manager Mark Polifka accessed the State bid for pickup trucks and then contacted local auto dealer, Lewis Ford to learn if they would be willing to meet State bid. As Mr. Polifka states in his memo on this subject, Lewis Ford came very close to State bid and are well within the cost range of the State bid vehicle from Shawnee Mission Ford. He reported the intention is to purchase a ¾ Ton pickup for Weed Control and two ½ ton pickups for Road and Bridge.

Suggested Motion: To authorize the purchase from Lewis Ford the purchase of one ¾ Ton Pickup for Weed Control for \$26,086.00 and two ½ Ton Pickups for Road and Bridge for \$24,452.00 each for the standard cab option or \$26,835.00 each for the extended cab option.

- B. Burn Ban** – Based on the many calls the Public Safety Communications Center have fielded from citizens requesting relaxation of the burn ban, Rural Fire director Myers decided to relax the ban on May 7 and then ask the Commission to renew it during this meeting. We also discussed the possibility of revising the burn ban resolution to make it roll year to year allowing the Rural Fire Director to enact and relax the burn ban as weather conditions allow. To start this conversation, I have included a mark-up of the burn ban resolution recently approved by the County Commission for discussion.

Suggested Motion: To approve Resolution No. 2015-08 which re-establishes a burn ban originally established March 16, 2015 that was relaxed by Rural Fire Director Myers on May 6, 2015.

VI. Issue Introduction/Report Agenda

A. Public Works

1. **Open Public Works Positions** – A Public Works Truck Driver has announced his retirement and another has indicated a plan to retire in the near future. In addition, we have learned the County Sign Technician is looking to retire in June. Road and Bridge Foreman Curt Hoffman and Shop Foreman Mark Polifka have expressed concern that if these positions are allowed to go unfilled, doing so will further erode the Road and Bridge operation to provide services in a timely manner. For instance, Mr. Hoffman reported that not filling the truck driver positions would affect preparedness for snow removal in the coming winter. In addition, leaving these positions open will result in three dump trucks being parked at the Public Works Shop unused. In regard to the County's sign maintenance program, the County maintains over 1,100 road signs and not filling the Sign Technician position will result in not being able to replace and upgrade signs in a timely manner. It could also affect the time it will take to replace the stop signs under the current High Risk Rural Roads Grant from KDOT. Mr. Hoffman and Mr. Polifka plan to address the Commission to request authority to fill these positions.
2. **West Highway 40 Project** – I discussed this project with Tom Bennett of BG Engineering. He suggested moving forward with the drain structure extensions of the project this year and contracting that work separately. This would have three benefits. Firstly, this contract would be directly with the County. Therefore we would not pay a contractor markup. Secondly, it will show the public that we are committed to this project. Finally, we would have this portion of the project completed and in doing so, it would reduce the complexity and coordination the successful contractor would need to dedicate to the project.

B. Sheriff/Fire District

1. **Washer/Dryers for Fire District and Jail** – Over the last couple weeks, we have been gathering information from the two vendors of commercial laundry equipment in this part of Kansas regarding the

best solutions to our laundry needs for the Fire District in the Emergency Services Building and also for the Jail. This equipment would be installed when construction work is completed. I am enclosing information Fire Director Myers provided regarding the washer/dryer units for the Fire District and information provided by the vendors for all of the units. I am putting this issue on the Order of Business because I received a call from a Commissioner expressing concern about these units so I wanted to address the issue now before deciding to commit to purchases.

C. County Administrator

1. **NACo Partnership in www.steppinguptogether.org** – I received an email from the National Association of Counties (NACo) describing a partnership effort of NACo and many other organizations to address concerns about the growing number of people with mental illness being held in jails around the U.S. We are lucky to have High Plains Mental Health in Hays to help us manage this number, but as it becomes more and more difficult to transfer mentally ill people to the State Hospital in Larned, this issue may grow in Ellis County. I encourage Commissioners and others to look at the information provided and check out the website that can be accessed through the above web address for more information.
2. **NextEra Energy Road Maintenance Agreement** – I received the enclosed draft agreement from NextEra recently and shared it with Attorney Dennis Davidson for review. Because I have not yet, received a response from Mr. Davidson, but NextEra is requesting a decision in the near future, I agreed to put the issue on the Order of Business for introduction. Over the next week, I hope to hear back from Mr. Davidson and also agreed to put the issue on the May 18 Order of Business so NextEra Energy representative Noah HYTE can address the Commission about the project and how it will affect Ellis County. After approval of the Road Maintenance Agreement, the Commission will be asked to contract with an engineering firm to oversee the project. The Commission would approve the contract with the engineering firm, but the cost of the services will be paid by NextEra Energy. Please note that the other counties affected by this project will all be considering the same firm, Kirkham Michael. We have worked with this firm on many projects. In fact, they are the firm doing the engineering work on the bridge southwest of Antonio. For this project, the engineer representing Kirkham Michael will be John Riggins. He is unable to attend the meeting on May 18, but because I understand.

- 3. Resolution No. 2013-27 - Insurance Proceeds Resolution –** Commissioners may recall that a little over a year ago, the Commission approved a resolution requiring insurance companies pay a portion of any insurance settlement resulting from the destruction of 75% or more of a building that the County would hold until it is confident the property owner will clean up the property in question. Little did we realize that the resolution would be tested this quickly or that we would find a hole in it the first time it would be considered. When the resolution was passed, all we considered was land in the rural County outside of the extraterritorial zones of the cities. The problem with this approach is the cities have no authority to enforce anything, but zoning in their extraterritorial zones. Hence when we were contacted by the insurer of the Truss Company building on Reservation Road asking whether we have the policy in question, our first thought was yes, but upon further consideration, the resolution clearly only pertains to County zones outside the cities extraterritorial zones. For this reason, neither our resolution nor the city of Hays' similar code applies in this case. I am asking the Commission whether there is interest in amending this resolution to include areas in the extraterritorial zones of the cities in the County. If so, I will work with Mr. Jeter to include the appropriate language.

Greg Sund



pickup bids
Mark Polifka to: Greg Sund

05/07/2015 09:59 AM

Hi Greg,

I have attached the bids for the pickups. The Weed Department is bidding one 3/4 ton pickup for them and the Road and Bridge is bidding two 1/2 ton pickups to be use in our department. I have received bids from Shawnee Mission Ford which is the state contract bid, and from Lewis Ford which is our local Ford dealer. The local dealer has come very close to matching the state contract bid. On the 1/2 ton pickups they are \$59 higher than the state bid and on the 3/4 ton pickup they are \$162 higher. I would like to see the pickups bought locally with the bids being that close. I have a bluetooth option to be considered on both the 1/2 ton and the 3/4 ton pickups, because of the amount of calls that the weed supervisor and the road foreman get while they are driving. I do not know if this is a feasible option or not, so I left it out of the total bid to be added on if they chose to do so. I also have an optional bid on the 1/2 ton pickups because of some remarks from the foreman about not having enough room. Let me know if you have any questions.



2015 weed dept three quarter ton pickup proposals.xls



2015 half ton pickup proposals.xls

Mark Polifka
Shop Foreman
Ellis County Public Works
1195 280th Ave.
P.O. Box 691
Hays, KS. 67601
785-628-9455
mark@ellisco.net

**THREE QUARTER TON PICKUP SUMMARY
PICKUP FOR WEED DEPARTMENT
MAY 2015**

05/11/15

	3/4 TON PICKUP	3/4 TON PICKUP
VENDOR	Shawnee Mission Ford (state contract bid)	Lewis Ford --- Hays
MODEL / SERIES/PICKUP	Ford F-250 Regular Cab	Ford F-250 Regular Cab
YEAR	2016	2016
OPTIONS INCLUDED	Up Fitter Switches Cruise Control Locking Rear Axle 4x4 Skid Plates Power Group Bed liner Heavy Duty Alternator Electric Shift on the Fly Delivery	Up Fitter Switches Cruise Control Locking Rear Axle 4x4 Skid Plates Power Group Bed liner Heavy Duty Alternator Electric Shift on the Fly Delivery
OUTRIGHT PURCHASE PRICE	\$25,924.00	\$26,086.00
DELIVERY	90 Days	90 Days
EXCEPTIONS	None	None
OPTIONS TO BE CONSIDERED	Bluetooth --- \$546	Bluetooth --- \$546
WARRANTY ON PICKUP	Bumper to Bumper 3 yr/36,000 miles Powertrain 5 yr/60,000 miles	Bumper to Bumper 3 yr/36,000 miles Powertrain 5 yr/60,000 miles

**HALF TON PICKUP SUMMARY
2-PICKUPS FOR ROAD AND BRIDGE DEPARTMENT
MAY 2015**

05/11/15

	1/2 TON PICKUP	1/2 TON PICKUP
VENDOR	Shawnee Mission Ford (state contract bid)	Lewis Ford --- Hays
MODEL / SERIES/PICKUP	Ford F-150 Regular Cab	Ford F-150 Regular Cab
YEAR	2015	2015
OPTIONS INCLUDED	Trailer tow package Cruise Control Locking Rear Axle 4x4 Skid Plates Power Group 5.0L V-8 Engine Bed liner 33 Gallon Fuel Tank Delivery	Trailer tow package Cruise Control Locking Rear Axle 4x4 Skid Plates Power Group 5.0L V-8 Engine Bed liner 33 Gallon Fuel Tank Delivery
OUTRIGHT PURCHASE PRICE	\$24,393.00	\$24,452.00
DELIVERY	90 Days	90 Days
EXCEPTIONS	None	None
OPTIONS TO BE CONSIDERED	Bluetooth --- \$358	Bluetooth --- \$358
WARRANTY ON PICKUP	Bumper to Bumper 3 yr/36,000 miles Powertrain 5 yr/60,000 miles	Bumper to Bumper 3 yr/36,000 miles Powertrain 5 yr/60,000 miles
OPTIONAL BID FOR EXTENDED CAB 4X4 PICKUP WITH SAME OPTIONS	\$26,720.00	\$26,835.00

RESOLUTION 2015-08

A RESOLUTION RE-ESTABLISHING A TEMPORARY BURN BAN IN RURAL ELLIS COUNTY, KANSAS

WHEREAS, the Ellis County Commission is authorized by K.S.A. 19-101(a) to perform powers of local legislation, and

WHEREAS, the Ellis County Commission recognizes the need to establish a burn ban in rural Ellis County due to the drought conditions existing at the present time, and

WHEREAS, the Ellis County Commission recognizes that weather conditions may change making it possible to reverse the burn ban, and

WHEREAS, Rural Fire Director Myers relaxed on May 7, 2015 the prior burn ban approved on March 16, 2015 because the County had received sufficient precipitation to do so, but recommends the burn ban be re-established through this resolution,

NOW, THEREFORE, BE IT RESOLVED by the Ellis County Commission that

1. There is hereby established a burn ban in rural Ellis County;
2. Anyone violating this burn ban may be charged with an unclassified misdemeanor subject to a fine not exceeding \$500;
3. That the burn ban may be reversed by the Rural Fire District #1 Chief if weather conditions change resulting in reduced fire danger in the rural areas of the County,
4. This burn ban prohibits all outdoor burning including trash barrels, fire pits, trash pits, ornamental fire chimneys, fields, and any other form of open burning, and

BE IT FURTHER RESOLVED that this resolution will take effect immediately upon publication in the official county newspaper.

Dated this 11th day of May, 2015.

BOARD OF COUNTY COMMISSIONERS

Martha McClelland, Chair

Dean F. Haselhorst, Commissioner

Barbara K. Wasinger, Commissioner

ATTEST:

Donna J. Maskus
County Clerk

RESOLUTION 2015-0_

A RESOLUTION ESTABLISHING A TEMPORARY BURN BAN IN RURAL ELLIS COUNTY, KANSAS

WHEREAS, the Ellis County Commission is authorized by K.S.A. 19-101(a) to perform powers of local legislation, and

WHEREAS, the Ellis County Commission recognizes the need to establish a burn ban in rural Ellis County due to the drought conditions existing at the present time, and

WHEREAS, the Ellis County Commission recognizes that weather conditions may change from time to time making it a good plan to relax and/or re-establish a burn ban,

NOW, THEREFORE, BE IT RESOLVED by the Ellis County Commission that

1. Based on precipitation, the Ellis County rural Fire Chief is authorized to establish or relax a burn ban in Ellis County whenever he believes such actions are appropriate;
2. Anyone violating this burn ban may be charged with an unclassified misdemeanor subject to a fine not exceeding \$500;
3. Anyone desiring to burn in the rural areas of Ellis County must contact the Ellis County Public Safety Communications Center at 785-625-1011 to learn if a burn ban is in effect before attempting to burn anything in the County,
4. When approval is granted for controlled burning operations, it is necessary and in the best interest of the public that the controlled burning is subject to the following conditions pursuant to the Kansas Air Quality Regulations, including, but not limited to the following:
 - a. The person conducting the burning shall stockpile the material to be burned, dry it to the extent possible before it is burned, and assure that it is free of matter that will inhibit good combustion;
 - b. A person shall not burn heavy smoke-producing materials including heavy oils, tires, and tarpaper;
 - c. A person shall not initiate burning during the nighttime, which for the purposes of this regulation is defined as the period from two hours before sunset until one hour after sunrise. A person shall not add material to a fire after two hours before sunset;
 - d. A person shall not burn during inclement or foggy conditions or on very cloudy days, which are defined as days with more than 0.7 cloud cover and with a ceiling of less than 2,000 feet;
 - e. A person shall not burn during periods when surface wind speed is less than 5 mph or more than 15 mph;

- f. A person shall not burn within 1,000 feet of any occupied dwelling, unless the occupant of that dwelling has been notified before the burn;
 - g. A person shall not conduct a burn that creates a traffic or other safety hazard. If burning is to take place within 1,000 feet of a roadway, the person conducting the burn shall notify the highway patrol, sheriff's office, or other appropriate state or local traffic authority before the burning begins. If burning is to take place within one mile of an airport, the person conducting the burn shall notify the airport authority before the burning begins;
 - h. The person conducting the burn shall insure that the burning is supervised until the fire is extinguished;
 - i. The Rural Fire Director may revoke any approved allowance of any controlled burn;
 - j. If any controlled burn appears to be getting out of control, the person in control of the burn is to call 911 immediately.
5. When in effect, the burn ban prohibits all outdoor burning including trash barrels, fire pits, trash pits, ornamental fire chimneys, fields, and any other form of open burning,

BE IT FURTHER RESOLVED that this resolution will take effect immediately upon publication in the official county newspaper.

Dated this ____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS

Martha McClelland, Chair

Dean F. Haselhorst, Commissioner

Barbara K. Wasinger, Commissioner

ATTEST:

Donna J. Maskus
County Clerk



Re: Washer Information/Specs/Vendors 
Darin Myers to: Greg Sund

04/24/2015 02:54 PM

History: This message has been replied to.

Greg,

Attached is the type of gear washer and dryer that I visited with you about. It is designed directly for the fire service regarding specific care to firefighters bunker gear. I visited with a company out of Wichita who is the only dealer for this type of washer/dryer in the state of Kansas. This is the type of washer that the Hays Fire Department has, as well as several other local surrounding departments. They just got back from the Kansas State Firefighters Association conference today, and they will try to get me specifications and price quotes either today or Monday. I do believe that they will be well under the quotes from the washer/dryers for the jail.

Also, they stated that they currently have a demo model of the smallest gear dryer. They would be willing to sell it to us at a discounted rate and they will send out a separate quote for this. When I have more information, I can pass it along to you.

The company is:
 Model # EHO-20
 Commercial Laundry Sales and Service
 Wichita Kansas
 301-267-6650



FF Gear Washer.pdf

Thanks,

Darin Myers, MPA
 Fire Chief
 Ellis County Fire Department
 105 West 12th Street
 Hays, KS. 67601
 785-625-1061 Office
 785-432-1372 Cell
 785-625-1081 Fax
 ecf@elliscounty.net

Greg Sund

Darin, I received this information today regarding...

04/24/2015 02:09:03 PM

From: Greg Sund/Hays LEC
 To: Darin Myers/Hays LEC@HAYS LEC
 Date: 04/24/2015 02:09 PM
 Subject: Washer Information/Specs/Vendors

Darin,
 I received this information today regarding a commercial washer/dryer for the Jail, including two vendors. I thought this is information you could use. The vendor from Salina is sending me some updated

information that I will forward to you also. The prices have increased since the information I am sending.

[attachment "Email from Treanor re Another Laundry Equip Co.pdf" deleted by Darin Myers/Hays LEC]
[attachment "EX760 WASHER SOFTMOUNT.pdf" deleted by Darin Myers/Hays LEC] [attachment "IT 75 DRYER.pdf" deleted by Darin Myers/Hays LEC] [attachment "Jail Equip Quote 2014.pdf" deleted by Darin Myers/Hays LEC] [attachment "Jail Laundry Equip Email.pdf" deleted by Darin Myers/Hays LEC]

Greg Sund
County Administrator
County of Ellis
718 Main Street
Hays, KS 67601
(785) 621-1735
gsund@ellisco.net
[attachment "Sund_Greg.vcf" deleted by Darin Myers/Hays LEC]

NFPA 1851 RECOMMENDATIONS FOR GEAR LAUNDERING

NFPA RECOMMENDATIONS FOR GEAR WASHER-EXTRACTORS

- NFPA recommends fire departments clean dirty gear as soon as possible after exposure to fire, body fluids or hazardous materials in order to preserve the protective qualities of gear. According to NFPA, soiled gear reflects less radiant heat and is more likely to ignite and conduct electricity. [A.7.1.1]

Continental ExpressWash Washers make it easy for departments to clean gear after exposure.

- NFPA recommends fire departments clean dirty gear with a front loading washing machine. Top-loading washers may reduce the service life of protective garments due to damage caused by mechanical agitation. [A.7.7.7(1)]

Continental ExpressWash Washers are front loading washers.

- NFPA advises against cleaning gear in home or public laundries to prevent contaminating others. [7.1.7]

Continental ExpressWash Washers enable fire departments to wash at fire station.

- NFPA recommends maximum water temperatures of 105 degrees Fahrenheit and maximum G-force of 100 G's. [7.3.7(4)]

Continental ExpressWash Washers are highly programmable. Water temperatures can be programmed by degree and G-force speeds are programmable to 100 G's for turnout gear. Higher G-force speeds (up to 387 Gs) can be used for non-protective gear items like mop-heads and bedding to achieve maximum efficiency in the dryer.

NFPA RECOMMENDATIONS FOR GEAR DRYERS

- NFPA recommends a "no heat" option to be used when drying. Heat can cause damage to the protective garments including excessive shrinkage and can cause premature failure of protective garments. [7.4.3]

Continental ExpressDry Gear Dryers do not use heat to dry gear. The fan operates using ambient air—aligning with NFPA and gear manufacturer recommendations. This makes the dryer more energy efficient than cabinet-style dryers, which require heated air.

- NFPA recommends fire departments avoid using a mechanical style tumble dryer since the dryer's mechanical action can degrade protective ensembles. [A.7.4.2]

Continental ExpressDry Gear Dryers do not use mechanical action to dry gear.

- According to NFPA, storage of wet or moist ensembles promotes growth of mildew and bacteria, which can lead to health concerns and weaken gear. [A.9.1.2]

Continental ExpressDry Gear Dryers use a large volume of air, at high pressure, to thoroughly dry hard-to-reach areas of turnout gear, wet suits, gloves, boots, face masks and more. This ensures gear is completely dry before storing—eliminating mildew and bacteria growth.

- NFPA recommends forced ventilation air drying with proper air circulation. [A.7.4.2]

Continental ExpressDry Gear Dryers dry from the inside out using forced unheated air for proper drying and ventilation to all areas of the garment.



* Numbers within brackets reference chapter sections within NFPA® 1851 2014 Edition.

CONTINENTAL
GIRBAU®



GEAR LAUNDERING FOR FIRE DEPARTMENTS

gear washers and dryers designed specifically for fire departments

ExpressWash
ExpressDry



CLEAN GEAR

YOUR PROTECTION AGAINST FIRE, BIOHAZARDS AND CHEMICALS

Firefighters know dirty gear is dangerous. As more and more particles and chemicals attach to protective gear, it gradually loses its effectiveness—putting firefighters and those they come in contact with at risk. The apparel that's designed to protect, may become hazardous when dirty because it reflects less radiant heat, becomes flammable and can even conduct electricity.

At Continental, we understand that firefighters depend on their gear to protect them and we take pride in providing laundering solutions that ensure firefighter gear is dependable. Our gear washers and dryers ensure gear is properly cleaned according to manufacturers' recommendations and NFPA 1851 guidelines; that installation is simplified; that any member of the department can do the wash without damage to protective fabrics; and that the washer's energy-efficiency keeps utility costs in check. Most of all, fire departments can feel secure knowing gear is properly cleaned for firefighter protection.

**YOU DEPEND ON YOUR GEAR.
LET US HELP KEEP YOUR GEAR DEPENDABLE!**





ExpressWash soft-mount washer design



MG-Series and M-Series hard-mount washer design



AquaFall™ water-saving system



Automatic chemical injection ports

GEAR WASHING MAINTAINING GEAR INTEGRITY AND FIREFIGHTER SAFETY

A careful approach to cleaning gear is critical to proper decontamination and to maintaining the integrity of the protective fabric. Continental Washer-Extractors are equipped with a plethora of features to ensure your gear is properly cleaned and back into service fast.

FLEXIBLE CONTROLS Continental Washers allow fire departments programmability of wash variables including extract speed, number of baths, water temperature and level, rotation, mechanical action and automatic chemical injection. As new protective fabrics are developed, and NFPA 1851 standards for the care of protective apparel evolve, a highly programmable washer means fire departments can easily alter how they wash gear based on changing recommendations.

EASY OPERATION Despite advanced technology, the controls couldn't be easier to use. Once the programs are set, operators simply select a program number and push start. Continental Washers are also equipped for automatic chemical injection—eliminating the hassle of manually dispensing detergents, which ensures a consistent clean and eliminates the risk of fabric damage by improper chemical overuse.

BECAUSE SPACE MATTERS Finding the space to install laundry equipment can be a concern for many fire departments. All Continental Washers—the ExpressWash high-performance soft-mount line, the MG-Series high-performance hard-mount line and M-Series hard-mount line—are engineered to maximize space. Continental ExpressWash Washers are freestanding and allow for quick installation without bolts and thick reinforced concrete foundations. They slide easily into place—allowing installation in unconventional locations, including truck bays, utility rooms or areas with in-floor heat. Continental MG-Series and M-Series line of washers also address space concerns. While these machines must be bolted to a concrete foundation, their compact design occupies less space than other hard-mount washers with comparable basket capacities.

WATER CONSERVING FEATURES Advanced technology on Continental Washers allows for superior wash quality using considerably less water than many competitive washers. A sump-less design, exclusive AquaFall™ system and a programmable control combine to slash water usage and ensure excellent wash quality. Less water used equates to less water heated and additional savings in utilities.

DURABILITY & LONGEVITY Continental Washers feature inner and outer drums of durable AISI-304 stainless steel, oversized bearings and a quality sealing system. An oversized door allows for easy loading and unloading, and is equipped with heavy-duty, bolt-style hinges to withstand the rigors of constant use. No wonder Continental washers are backed by a 5/3-year warranty!





Do not force children
to operate machine.



Please try to open the door if

- Cycle has not finished
- Drum has not completely stopped
- Water has not been completely drained

WASHER
CONTROLS



CONTINENTAL
AVAILABLE INC.



powerful 800 cfm 110-volt blower



drying for all gear components



casters for mobility



removable boot tree (C4-IHT unit)



removable blower for drying pumper plumbing

GEAR DRYING GETTING YOU BACK IN ACTION FASTER

Continental ExpressDry Gear Dryers are engineered to safely and quickly dry personal protective equipment, including turnout gear, special operations suits, helmets, gloves, boots, face masks and self-contained breathing apparatuses (SCBAs). Available in two models, the ExpressDry Gear Dryer and the ExpressDry Special Ops Gear Dryer both work by blowing a large volume of ambient air, at high pressure, safely through the garment—drying the body of the gear and also the hard-to-reach areas, such as inseam, collar and underarm. NFPA compliant, the dryers accommodate multiple sets of turnout and/or special ops gear simultaneously—ensuring it is safely dried and returned to service in hours, not days.

DRYING TECHNOLOGY ExpressDry Dryers utilize a powerful and highly efficient 110-volt fan to push a large air volume through the garment from the inside out. This high-pressure flow ensures air effectively dries areas that are hard to reach without air loss—significantly decreasing dry time. Because the fan operates using ambient air, the dryers are more energy efficient than cabinet style dryers, which require heated air and align with requirements set forth by gear manufacturers. Thus, by using the ExpressDry Gear Dryer or the ExpressDry Special Ops Gear Dryer, fire departments ensure gear manufacturers' warranties are NOT voided.

FLEXIBILITY FOR GEAR COMPONENT DRYING Quick and easy to use, the ExpressDry Gear Dryer adapts to specific types and sizes of bunker gear without turning them inside out. The dryer can simultaneously accommodate up to six suits, along with helmets, gloves, boots, face masks and SCBAs.

FLEXIBILITY FOR SPECIAL OPS DRYING Adding dimension, the ExpressDry Special Ops Gear Dryer is best suited for fire departments responsible for everything from firefighting to swift water and ice rescues. It is equipped with 12 drying ports and four invertible stickmen to quickly and safely dry special ops protective gear and apparatuses. The stickmen, which are adjustable in length to fit different sized suits, can be inverted for drying special ops gear upside down. It also offers optional boot trees, each capable of drying up to four pairs of soaked boots in just 90 minutes. The ExpressDry Special Ops Gear Dryer features 12 accessory drying ports with valves for gloves, helmets and balaclavas.

STANDARD INCLUSIONS All Continental ExpressDry Dryers come standard with an LED timer with automatic shut off, steel construction, casters for ease of movement, up to 12 component drying ports, removable 800 cfm blower and a noise reduction package. Boasting high-quality construction and an operational life span of 87,000 hours, they are NFPA compliant and backed by Continental's 3-year factory warranty.

BLOWER FOR DRYING PUMPER PLUMBING Not only can ExpressDry Dryers be used to dry gear, as an added option, the dryer can be removed and attached to your pump's water ports for quick winter drying—preventing damage from winter freeze ups (utility hose not included).



ExpressDry Special Ops Gear Dryer (C4-IHT)



ExpressDry Gear Dryers (C4-MU & C6-MU)







THE TOTAL LAUNDRY SOLUTION FOR YOUR FIRE DEPARTMENT

We understand that firefighters depend on their gear to protect them and take pride in providing laundering solutions to ensure gear is dependable. Continental gear washers and dryers properly clean and dry gear according to manufacturers' recommendations and NFPA 1851 guidelines. Fire departments can feel secure knowing their firefighters are properly protected.

WARRANTY Continental backs its products with strong limited warranties—among the best in the industry! Continental laundry products are engineered for durability, long-life and ease-of-use to deliver years of trouble-free operation using less utilities.

OPERATIONAL STUDIES Our experience within the industry allows us to closely advise our customers—helping them outfit laundries for unmatched productivity using less utilities. At Continental, we offer free operational studies to our valued customers.

LAUNDRY DESIGN & EQUIPMENT SIZING No two laundries are alike. Continental offers free customized laundry design, equipment mix selection and sizing services to help clients achieve an operation with maximum efficiency and productivity.

ENVIRONMENTALLY FRIENDLY MANUFACTURING Continental Girbau customers can feel good knowing that the laundry products they purchase are manufactured in an environmentally-friendly manner to conserve the Earth's natural resources and create less waste.

Girbau S.A., the parent company of Continental Girbau, has systematic procedures and goals in place so that Continental Girbau laundry products meet rigorous environmental and safety standards established by the International Organization for Standardization (ISO), including ISO9001 and ISO14001.

When customers purchase Continental products for energy-efficiency, durability and quality, they are taking environmentalism a step further by supporting a company that manufactures them in a way that is less harmful, produces less waste and uses fewer natural resources.

Ever focused on laundry efficiency, Continental Girbau Inc., the North American subsidiary of Girbau S.A., is a member of the U.S. Green Building Council (USGBC), a 501(c)(3) nonprofit that developed the Leadership in Energy and Environmental Design (LEED) Green Building Rating System.



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INDUSTRY-LEADING FACTORY WARRANTY



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GEAR DRYER COMPARISON



UNIMAC
FIREMAN PPE SYSTEM



ADC
ECODRY DRYING CABINET



G&H
DEHYDRATORS
THE DEHYDRATOR



CONTINENTAL
EXPRESSDRY™
GEAR DRYER

EXPRESSDRY™
ADVANTAGE

	UNIMAC FIREMAN PPE SYSTEM	ADC ECODRY DRYING CABINET	G&H DEHYDRATORS THE DEHYDRATOR	CONTINENTAL EXPRESSDRY™ GEAR DRYER	EXPRESSDRY™ ADVANTAGE
Dryer Type	cabinet	cabinet	open-air/single airflow entry point	open-air/ multiple airflow entry points	Pushes air through the garment from the inside out—effectively drying hard to reach areas without air loss.
Venting	required	required	not required	not required	Open-air drying eliminates duct work and expenses associated with venting.
Maximum Number of Gear Sets	up to six	five (no accessory drying) three (with accessory drying options)	four, six or eight	four or six	Multiple options available. Hazmat gear capable.
Power Supply Required	208-volt, 1- or 3-phase 240-volt, 1- or 3-phase 380-volt, 3-phase (Contractor installation required)	208-volt, 1- or 3-phase 240-volt, 1- or 3-phase (Contractor installation required)	4-unit: 110/120-volt, 1-phase 6-unit: 208/220-volt, 3-phase 8-unit: 208/220-volt, 3-phase	110-volt, 1-phase	Economical to operate and eliminates costly electrical upgrades for 220-Volt or 3-phase power. Plugs into standard wall outlet.
Air Type Requirement	heated air	heated air	heated air	ambient air	Ambient air is more economical to operate and complies with gear manufacturer and NFPA requirements. Does not void gear warranties.
Timer	1.5 to 3 hour programs	0 to 180 minutes (250 min. available)	unknown	preset electronic timer	Eliminates overdrying gear.
Accessory Drying Options	boot and glove drying rack (included) utility shelf (optional)	glove and boot hangers (optional) adjustable single shelf (optional)	glove and boot adapter (included) wet/dry/ice rescue wet suit adapter (optional) SCBA adapter (optional)	ports for boots, gloves, SCBA, helmets and face masks included (4-unit: 12 ports 6-unit: 18 ports)	Drying ports for all personal protective accessories (including helmets) are included.
Blower Air Flow	300 cfm	315 cfm	4-unit: 120 cfm 6-unit: 90 cfm 8-unit: 80 cfm	4-unit: 800 cfm 6-unit: 800 cfm	Highest cfm airflow dryer on the market allows for faster drying.
Mobility	no mobility, fits through standard doors	no mobility, fits through standard doors	mobile, 360 degree swivel casters, fits through standard doors	mobile, 360 degree swivel casters, fits through standard doors	Completely mobile for location flexibility.
Blower	not removable	not removable	not removable	removable	Blower can be removed and attached to your pumper's water ports for quick winter drying—preventing damage from freezing.

TECHNICAL DATA

GLOBE MANUFACTURING COMPANY, LLC

CARE AND CLEANING OF YOUR GLOBE GEAR

Patricia A. Freeman, Technical Services Mgr.

With the recently published 2008 revision of NFPA 1851, Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, there has been an increased awareness among fire fighters for the need to have turnout clothing laundered regularly. The NFPA Technical Committee for structural clothing addressed this in the 1991 revision of NFPA 1971, almost 17 years ago, by adding an appendix item dedicated exclusively to the care and cleaning of bunker clothing. NFPA 1851 sets minimum requirements for the inspection, care and cleaning of all protective ensemble elements covered by NFPA 1971. The Globe label on every garment provides basic information for laundering; however, what follows is a much more comprehensive set of instructions for cleaning gear.

GUIDELINES

1. If the liners and or the DRD are detachable, they should be removed from the shell and laundered separately. This is to prevent any contaminants the shell may have been exposed to from being transferred to the inner portions of the garment during the laundering process. This will also facilitate drying of the protective clothing, especially the liners.

2. All closures should be fastened: Velcro® hook covering Velcro® pile, hooks and dees engaged, zippers zipped and snap's fastened. **It is imperative that you cover the hook portion of all Velcro® to prevent snagging during laundering and to help guard against premature wear.**

3. Proximity gear should never be machine washed under any conditions. For structural gear, we recommend a front loading washing machine, which does not have an agitator, and preferably one that is designated specifically for cleaning turnouts. A stainless steel tub should be utilized if available. We have been advised by care and cleaning facilities who work with protective clothing that the extractor G force is very important and they suggest that 85G would be best, but certainly no more than 100 G's. If you are trying to convert RPM's to G force, you can do so using the following formula:

CRPM = Cylinder RPM
CD= Cylinder diameter (inches)

$$G \text{ Forces} = \frac{CRPM \times CRPM \times CD}{70,500}$$

4. If you must use a top loader, we suggest utilizing a laundry bag to protect the inside of the washing machine from the hooks and dees (and to protect the hooks and dees from the agitator of a washing machine when using a top load model). Again, proximity gear should never be machine washed.

Machine Washing:

We are often asked if machine washing could affect the protective qualities of your turnout gear. The special fabrics that make up your structural turnouts contain inherent flame and heat resistance properties, which cannot be washed off or worn out. However, given the nature of the contaminants to which firefighters are exposed, you should never, never use the same machine that you do your home laundry in. When machine washing, always prepare the clothing as directed, by separating removable liners and DRD's from outer shells and fastening all closure systems. Use warm water and a normal cycle; water temperature should not exceed 105°F. Following each complete wash cycle, thoroughly rinse your garments. Liners should be turned inside out, while DRD's should be laundered in a mesh bag; every separable component should be laundering separately. Once again, proximity gear should never be machine washed.

Protective clothing should always be laundered by itself; do not overload the washing machine, do not use softeners, and NEVER use chlorine bleach. We do not suggest machine drying; our recommendation is to hang in a shaded area that receives good cross ventilation or hang on a line and use a fan to circulate the air. Naturally, the turnout system will dry more quickly if you separate the layers for laundering and turning the liner system inside out will facilitate drying of the quilt thermal barrier.

Cleanders:

Cleanders generally fall into two categories, detergents and soaps. Of the two, detergents make the best cleanders because they are formulated to contain special agents that help prevent redeposition of soil. Soil redeposition is soil which is first removed from a laundered article, but later in the same wash cycle is redeposited as a thin soil film on the entire surface of the article. The most distinctive advantage of detergents is that they do not form curd in hard water. Soap curd is the material which forms a ring around the bathtub when bathing

with soaps, and this curd is extremely difficult to rinse out of your garment. All cleaning agents are clearly labeled as being either detergents or soaps; and we recommend liquid detergents, since they are less likely to leave any residue on the clothing. Examples of some of the better known detergents would be Cheer or Tide. It should also be noted that NFPA 1851, the Standard on Selection, Care and Maintenance of Structural Fire Fighting Protective Ensembles and of Proximity Fire Fighting Ensembles requires that cleaning and decontamination solutions shall have a pH range of not less than 6.0 pH and not greater than 10.5 pH.

Spot Cleaning and Pretreating:

Precleaners can be used to clean light spots and stains on protective clothing. Squirt the precleaner onto the soiled area and gently rub fabric together until a light foam appears on the surface; this foam should be completely rinsed off with cool water prior to washing. A soft bristle brush, such as a toothbrush may be used to gently scrub the soiled area for approximately one to one and a half minutes. An alternative method would be to pretreat garment by applying liquid detergent directly from the bottle onto the soiled area and proceed as with precleaners. Any spot cleaning or pretreating should be followed by machine washing prior to field use.

Dry Cleaning:

As stated previously, the protective qualities of your Globe turnout clothing will not be adversely affected by dry cleaning. However, dry cleaning can completely ruin both the 3M triple trim and the Reflexite trims and is therefore not recommended. If you should decide that your particular exposure requires dry cleaning, knowing and accepting the risks involved, you must be sure and specify to the launderer to use non-flammable dry cleaning processes that will not adversely affect the materials. Again, our experience is that dry cleaning will result in Reflexite trim becoming cracked and brittle.

Special Cleaning Compounds:

Since Globe is in the business of producing fire fighters' clothing and not cleaning agents, we are not able to "endorse" any of the special compounds that are being advertised for the fire service, such as Citrus based cleaners. However, we would recommend that each department interested in these or any other specific cleaning agents contact the manufacturers directly and make your own determination as to suitability. The appendix on cleaning found in the 1991 edition of NFPA 1971, included the following examples of household products that may be utilized for normal laundering, spot treating and pretreating:

Detergents: Liquid Cheer, Liquid Fab, Liquid Tide, Liquid Wisk

Spot Cleaning and Pretreating:

Liquid Spray & Wash, Liquid Tide, Liquid Shout,
Liquid Dishwashing Detergent

Removing Oil or Tar:

Oil based soils such as motor oil and tar can be removed with solvents such as "Varsol" prior to washing, says E.I. DuPont, the folks who produce the Nomex fibers. However, they do add the cautionary statement that the garment must be thoroughly washed and rinsed to insure that all residual solvent is completely removed. They also point out that coated material should never be dry cleaned. Celanese, the manufacturers of the PBI fiber, also recommend in their User Advisory that solvents such as Varsol may be used to remove stubborn stains such as tar, providing that the garments are well laundered and rinsed prior to actual use. You must always avoid using solvents on the leather or reflective trim. **NOTE:** NFPA 1851 instructs the user to not use solvents; however, based upon our experience, we believe Varsol to be the one exception to the rule. Varsol is comprised of 100% mineral spirits.

Bleach:

One of the most often asked question concerns the decontamination of a turnout system, especially with chlorine bleach. **UNDER NO CIRCUMSTANCES** should chlorine bleach be used on fire fighters' clothing; most systems contain Kevlar, either as a blend or as the primary fiber, and Kevlar is extremely susceptible to damage when exposed to bleach.

Trim:

3M, the manufacturers of both Scotchlite and Triple Trim, recommend that the following guidelines be used for their product: (1) Damp wipe, using warm water not to exceed 105°F, and mild detergent. Rinse thoroughly, dry with a soft cloth, or allow to air dry. (2) If you choose to machine wash, use warm water. (3) Do not dry clean. The producers of Reflexite trim state that dry cleaning is not permissible under any circumstances, nor is ironing ever allowed. Their recommendation is that you use a soft rag or sponge and that denatured alcohol be used as a cleaning agent. They advise against abrasive cleaners, strong solvents, and machine drying.

Decontamination:

For extreme contamination with products of combustion, fire debris or body fluids, removal of the contaminants by flushing with water as soon as

possible is necessary, followed by appropriate cleaning. In the case of blood born pathogens, recommended decontamination procedures include using a .5 to 1% concentration of Lysol, or a 3-6% concentration of stabilized hydrogen peroxide. Liquid glutaraldehyde, available through commercial sources, will also provide high to intermediate levels of disinfectant activity. The current edition of NFPA 1851 states that if a garment is verified as having been exposed to chemical, biological or radiological agents, that garment should be immediately removed from service and retired. When decontamination is not possible, the garments should be discarded in accordance with local, State and Federal regulations. Garments that are discarded should be destroyed.

Hand Washing

Years ago, Globe recommended hand washing for everyday cleaning of turnouts. Hand washing was thought to be the least abrasive method of laundering, and allowed the user to pay special attention to those areas that required it. The industry now recognizes that hand washing is generally not able to remove the ground-in soil embedded in the material fibers and usually only serves to remove surface dirt. However, in the event that you do not have access to a washing machine and must hand wash your garment, remove your liner system and lay the outer shell on a non-abrasive hard surface. Using a soft bristle scrub brush and a detergent (not soap), clean your garment by making circular motions with the brush, forming progressively larger circles until the entire surface has been washed. You must then rinse the shell, using clear water, to insure that all of the detergent has been removed. We recommend that you rinse the entire garment several times to avoid any possibility of soil detergent residue.

Cleaning Proximity Clothing

GENTEX®, the producers of the aluminized outer shells used in the fire service today, point out that the outer side of the aluminized material offers a highly reflective surface and it is extremely important to keep this surface clean so that it may perform at peak efficiency. They recommend the following care and cleaning instructions for aluminized proximity outer shells:

- Clean by gently rubbing the surface with a soft cloth or sponge containing mild soap.
- Rinse thoroughly.
- DO NOT MACHINE WASH.
- Dry garment by hanging in a well ventilated, shaded area.
- Use a fan to circulate the air if necessary
- Do not store garment wet or with any chemical contamination.
- Do not clean with any compounds containing ammonia, chlorine or other oxidizing or abrasive agents.

Outside Cleaning Assistance

One final question we are often asked is whether the gear can be or even should be cleaned by a professional. NFPA 1851 requires that training for advanced cleaning of turnouts be provided by the manufacturer and we have begun offering training programs to accomplish this. In the meantime, if you are contemplating using an outside cleaning facility, we would encourage you to ask for references, preferably fire departments who have used their services and whom you can contact. There is no substitute for a fire fighter talking to a fire fighter. Other considerations would be possible questions to ask potential outside cleaning services, such as whether they provide any warranties on their services, and/or whether they are able to give any guarantees – written or otherwise - concerning the effectiveness of their cleaning.

In a nutshell:

To maximize garment life, we recommend the following:

- Do not use home or public washers to clean contaminated clothing. Doing so may contaminate other garments washed afterwards.
- Use a front-loading washer or other type machine that will allow washing without the use of an agitator. Top loading agitating machines have the potential to reduce the longevity of the garment due to mechanical damage to the shell and/or the attachments. If a top-loading machine must be used, use the gentle cycle, which has a slower agitator speed, to avoid or minimize any damage from the agitator.
- Do not overload the machine.
- Remove the liner and the DRD from the shell and wash separately if possible.
- Pre-treat heavily soiled and/or spotted areas of the garment if necessary. Soak the garments per the detergent manufacturer's instructions. Drain the soak water and refill the machine before starting the wash cycle.
- If necessary, scrub gently using a soft bristle brush. Be extra careful with the liners.
- Fasten all closures, including pocket closures, all Velcro, snaps, zippers, hooks and dees, and any other closures on the garment.
- Turn the garment inside out before placing in the washer.
- Use a detergent with a pH range of 6.5 to a maximum of 10). Liquid detergents are preferred. Do not use soap.
- Use warm water - 105°F maximum is recommended.
- Run one complete cycle, rinsing at least twice.
- Dry the garments away from direct sunlight.
- Inspect the garments. Re-wash if necessary.

Drying Procedures advocated in NFPA 1851

Organizations shall examine the manufacturer's label and user information for instructions on drying procedures that the manufacturer provided with the ensemble or element. In absence of manufacturer's instructions or manufacturer's approval of alternative procedures, the drying procedures provided in this section shall be used.

The following procedures shall be used for air drying:

1. Place elements in an area with good ventilation.
2. Do not dry in direct sunlight.

The following procedures shall be used for machine drying:

1. Do not overload the machine.
2. Fasten all closures, including pocket closures, hook and loop, snaps, zippers, hooks and dees, and so forth.
3. Turn garments inside out and place in a mesh laundry bag.
4. A no heat or air dry option shall be used.
5. If the heat must be used, basket temperatures shall not exceed 40°C (105°F).
6. If heat is used, discontinue the heat in favor of an "air dry" option, either in the machine or in an open area with good ventilation, before the garments are completely dry.

Background information:

Air drying is the most appropriate method for drying ensemble and ensemble elements. It causes no mechanical damage and little or no shrinkage. The most efficient method of air-drying involves forced air ventilation. This method of drying can be achieved by simply using fans that re-circulate air, inside a room where ensembles and ensemble elements are drying. The basic drying room should include floor drains, a method to exchange the air to the outside environment, and drying racks for hanging ensembles and ensemble elements to provide maximum air exposure. Overall drying time will be dependent on the efficiency of the drying room and the ambient conditions. Heating of the room or the inlet air at temperatures up to 38°C (100°F) can further improve the efficiency of the drying process. Drying ensembles and ensemble elements in ambient air, as opposed to drying rooms, takes a considerable length of time depending on the ambient environmental conditions.

•The use of racks providing maximum air exposure of the ensembles and ensemble elements will decrease the overall drying time that is necessary.

- Exposure to direct sunlight will in a very short time cause degradation of fibers in protective garments resulting in fabric strength loss.

- Machine drying of ensembles and ensemble elements is generally not recommended. Dryers can reach very high basket temperatures during operation, potentially damage ensemble elements. Machine drying also includes mechanical action which can cause damage to ensembles and ensemble elements.

- No heat is the preferred method of machine drying as it effectively accomplishes forced air ventilation.

- Excessive temperatures can cause damage to ensemble and ensemble elements, excessive garment shrinkage, and potentially cause premature failure and retirement of protective equipment.

- Temperatures can rise as the garments in the basket dry out.

- Garments must always be completely dry before returning to service.

Conclusions

In caring for your turnout clothing, you must always remember that it features three piece layering and you must consider each individual layer when deciding how to clean. We do encourage every department to keep their clothing clean and to routinely inspect and repair as needed. Clean turnout gear is lighter in weight, lasts longer, and is more visible than dirty turnout gear. Having dirt, soot, and other debris clinging to your gear represents a safety hazard.

We hope the enclosed information will be of service to you. If you should need additional assistance, or have more specific concerns, please do not hesitate to contact us.

PAF 8/08

NFPA 1851 and FEMSA Recommendations for Gear Laundering

NFPA and FEMSA RECOMMENDATIONS FOR WASHER-EXTRACTORS

- NFPA and FEMSA recommend fire departments clean dirty gear as soon as possible after exposure to fire, body fluids or hazardous materials in order to preserve the protective qualities of gear. According to NFPA, soiled gear reflects less radiant heat and is more likely to ignite and conduct electricity.
Continental ExpressWash Washers make it easy for departments to clean gear after exposure.
- NFPA and FEMSA recommend fire departments clean dirty gear with a front loading washing machine. Top-loading washers may reduce the service life of protective garments due to damage caused by mechanical agitation.
Continental ExpressWash Washers are front loading washers.
- NFPA and FEMSA prohibits against cleaning gear in home or public laundries to prevent the spread of contamination.
Continental ExpressWash Washers enable fire departments to wash at fire station.
- NFPA recommends maximum water temperatures of 105 degrees Fahrenheit and maximum G-force of 100 G's.
Continental ExpressWash Washers are highly programmable. Water temperatures can be programmed by degree and G-force speeds are programmable to 100 G's for turnout gear. Higher G-force speeds (up to 387 G's) can be used for non-protective gear items like mop-heads and bedding to achieve maximum efficiency in the dryer.

NFPA and FEMSA RECOMMENDATIONS FOR GEAR DRYERS

- NFPA (7.4.3) and FEMSA recommend a “no heat” option to be used when drying. Heat can cause damage to the protective garments including excessive shrinkage and can cause premature failure of protective garments.
Continental ExpressDry Gear Dryers do not use heat to dry gear. The fan operates using ambient air—aligning with NFPA, FEMSA and gear manufacturer recommendations and making the dryer more energy efficient than cabinet style dryers, which require heated air.
- FEMSA recommends to avoid using a mechanical style tumble dryer since the dryer's mechanical action can degrade the equipment.
Continental ExpressDry Gear Dryers do not use mechanical action to dry gear.
- According to NFPA, storage of wet or moist ensembles promotes growth of mildew and bacteria, which can lead to health concerns and weaken gear.
Continental ExpressDry Gear Dryers use a large volume of air, at high pressure to thoroughly dry even hard-to-reach areas. This ensures that the gear is completely dry before storing—eliminating mildew and bacteria growth.
- FEMSA recommends forced ventilation air drying with proper air circulation
Continental ExpressDry Gear Dryers dry from the inside out using forced air for proper drying and ventilation to all areas of the garment.

Visit www.continentalgirbau.com/firedepartments
or call 800-256-103 to learn more about Continental's
full line of gear laundering equipment!



WASH UP TO 2 SETS OF GEAR

Model EH020 (soft-mount)

WASH UP TO 2 SETS OF GEAR

Model EM025 (hard-mount)

WASH UP TO 3 SETS OF GEAR

Model EH030I (soft-mount)

WASH UP TO 4 SETS OF GEAR

Model EH040I (soft-mount) or EM040 (hard-mount)

WASH UP TO 5 SETS OF GEAR

Model EH055I (soft-mount) or EM055 (hard-mount)

WASH UP TO 8 SETS OF GEAR

Model EH090I (soft-mount) or L1075PM (hard-mount / 6 sets)



Please Note: Capacity estimates based on separated loads of shells and liners of average size gear. Actual load capacities may increase or decrease according to specific loading practices and item size.

The superior programmability of Continental washer-extractors ensures that high-tech fabrics in turnout gear shells and liners are properly cleaned, while preserving fabric integrity. Gear is expensive—clean it right to make it last! Visit www.continentalgirbau.com or call 800-256-1073 to find out how.



Wascomat Soft-mount Washers for OPL

Now with 400-450 G-force extraction. Built to last, Wascomat's EX washers are designed for efficiency and superior wash results. The high G-force extraction cuts drying time resulting in lower utility costs and higher laundry room productivity. Plus, Wascomat EX washers are soft-mounts and easy to install anywhere: on wood floors, upper levels, and over basements.



Available in 45, 60 and 75 lb. capacities.

Features and Benefits

- Heavy-duty construction for demanding applications
- Efficient frequency-controlled motor reduces peak power demand for energy savings
- Optional steam injection or electric heating for precise control of water temperature
- Built-in connection for automatic liquid injector
 - Compass Pro provides 5 liquid chemical signals
 - Clarus Control® provides 4 liquid chemical signals, expandable to 8 signals
- Standard 4-compartment supply dispenser for liquid or powder supplies
- Built-in diagnostics and statistics

Compass Pro®

- Up to 450G ultra high-speed extraction for super fast drying & low energy costs
- Customize wash programs to raise efficiencies and lower costs
- Displays two languages simultaneously
- Reduce operator error by displaying only the programs you use
- Up to 55 programs available, ability to create 15 custom programs
- USB on front for easy programming
- Real-time clock for delayed start

Clarus Control®

- up to 350G high-speed extraction
- Fully programmable – store up to 192 custom programs
- All wash parameters can be programmed and customized
- Programming from keypad or download via memory card

Environmentally responsible.

With more than a century of experience behind every machine, Wascomat's state-of-the-art products are engineered for quality, energy savings, and water efficiency. When you buy Wascomat, you are truly investing in the future of your business.

Available with two types of program controls.

- Compass Pro Microprocessor
- Clarus Control®

BEST IN THE INDUSTRY!

External Liquid Chemical Manifold for improved reliability, maintenance and flushing using built in water reservoir to promote 24/7 diluted chemicals in dispensing system – prevents chemical damage to machine. Best in the industry!

Shock absorbing suspension system allows for easy installation on wood floors, upper floors, and over basements. Available in 45 (Energy Star certified), 60, and 75 lb. capacities.



Wascomat Soft-mount 400-450G "EX" Washers	EX745		EX760		EX775	
Capacity (lb/kg)	45	20	60	27	75	33
Width (in/mm) *with optional soap injector	38 3/16	970	40 3/16	1020	40 3/16	1020
Depth overall (in/mm) *with optional soap injector	37 1/5	945	37 5/8	955	44 2/3	1135
Tilting Depth Overall (in/mm)	n/a		n/a		n/a	
Height (in/mm)	55 1/2	1410	56 7/8	1445	56 7/8	1445
Door opening diameter (in/mm)	17 1/8	435	17 1/8	435	17 1/8	435
Height to bottom of door (in/mm)	18 1/2	470	19 11/16	500	19 11/16	500
Cylinder volume (ft ³ /l)	6.4	180	8.5	240	10.6	300
Cylinder diameter (in/mm)	28 9/16	725	19 11/16	500	19 11/16	500
Net weight (lb/kg)	783	356	880	400	1120	509
Crated weight (lb/kg)	827	376	986	448	1162	528
Operating Speeds						
Extract (rpm/G-Factor)	930/450		890/450		820/400	
Wash (rpm)	44		42		42	
Electrical Requirements (standard)						
Voltage/frequency/phase	208-240/60/1		208-240/60/1		208-240/60/1	
Full-load current (Amps) / Ckt breaker (Amps)	15-Nov		12.5/20		10.1/15	
Water Information						
Inlet fittings (1 hot, 1 cold, 1 hot, or cold)	3/4	DN20	3/4	DN20	3/4	DN20
Flow (gpm/lpm) @ 45 psi (per inlet)	5	20	16	60	16	60
Recommended water pressure (psi/kPa)	30-60	150-400	30-60	150-400	30-60	150-400
Steam supply (w/ heating option) (psi/kPa)	40-70	300-500	40-70	300-500	40-70	300-500
Steam inlet*	1/2	DN15	1/2	DN15	1/2	DN15

Refer installation and servicing to qualified, licensed personnel. Always read installation and operating manuals and consult local codes before installation. Protect machines with properly rated, common-trip, circuit breakers ONLY. Warranty void if not properly installed. Solid-mount machines require a concrete foundation, and are not suitable for upper-floor or above-basement installations. Contact Laundrylux for more information and for availability of machines for electric services not listed. Specifications subject to change without notice. Laundrylux assumes no responsibility for errors or omissions in this information.

**Call today for information on the full line of
Wascomat Commercial Laundry Equipment and low-cost financing.**



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Laundrylux

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IT075

TUMBLE DRYER

FOR ON-PREMISES LAUNDRY APPLICATIONS

**INDUSTRIAL
BY DESIGN**



Over-dry Prevention Technology (OPT) offers unmatched levels of accuracy, resulting in a pinpoint dryness reading throughout the entire load. Specialized sensors located within the lifters are connected to our revolutionary rotary transfer switch to determine the exact moment your linens are dry, which helps eliminate overdrying and increases throughput. Additionally, it reduces utility consumption, saving hundreds of euros a year in unnecessary energy costs.

OPT is available in IPSO's OPTimum™ control, which offers 30 programmable drying cycles for greater operating efficiency and is easy to train staff to operate. It also delivers flexibility with simple customization of cycles. The OPTimum control is available on all IPSO-tumblers.

Unmatched Industrial Reliability

- Large door & door opening
 - Easy loading & unloading
 - Extra strong hinge
 - Reversible door
- Standard galvanized drum
 - Oval drum holes preventing damage from standard drywall screws
- Large lint filter: deposit of lint into large storage area
 - Easy removal of lint
 - Efficient drying
 - Self cleaning filter: no longer manual cleaning of the filter necessary
- Radial airflow
 - Drum perforations over the entire surface
 - High production
 - Pulley drive system
- Reversing
 - Prevents tangling of the linen
- CARE = Combustion Auto Response Equipped
 - A response to laundry combustion
 - Prevents early laundry fire by constantly monitoring the temperature in the drum
 - In case of excessive temperature, the linen is sprayed with water

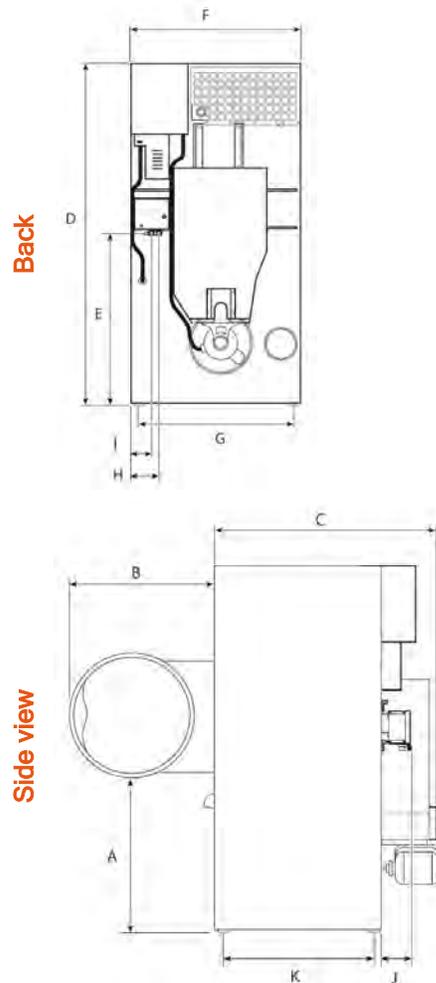
Easy to Use Simplicity

- Dual Digital Timer
 - Economic control
 - Easy to use
 - Select time, temperature and cooling time
- OPTimum control
 - Easy to operate
 - Easy to program
 - 30 programmable cycles
 - 3 cycle types
 - Time Dry: programmable time and temperature
 - Auto Dry: 11 programmable automatic dryness levels and programmable temperature
 - Moisture Dry: will dry to the programmed moisture level at programmed temperature

IT075

Technical specifications	
Filling ratio (20:1) (lb)	70
Dry weight capacity (lb)	75
Cylinder	
Volume (cu ft)	22.4
Diameter (inch)	37
Depth (inch)	36
Reversing door	optional
Door opening diameter (inch)	26.89
Temperature min (°F)	100.4
Temperature max (°F)	190.4
Power motor non-reversing	
Cylinder (hp)	0.75
Fan (hp)	0.75
Power motor reversing	
Cylinder (hp)	0.33
Fan (hp)	0.33
Exhaust flow rate (60 Hz) (cfm)	750
Diameter (inch)	8
Power	
Electric heating (kW)	30
Gas heating (Btu/h)	165,000
Gas heating (kcal)	41,580
Steam heating	
@ 6.9 bar (bhp) / (Btu/h)	6.1 / 210,300
@ 1.0 bar (bhp) / (Btu/h)	4.1 / 141,000
Steam connection inlet	3/4"
Steam connection outlet	3/4"
Gas connection	1/2"
Gas connection - Pressure NG/LP (mb)	20 / 28.37
Std Pkg Ship Dim. (HxWxD) (inch)	81 x 41.5 x 56.4
Noise level (dBA)	65
Weight - gross (lb)	677
Weight - nett (lb)	615
C.A.R.E.	optional
Available controls	
DX4 (coin or OPL)	standard
OPTimum (OPL only)	optional

Type of heating	
Steam / gas heating 120/60/1	13.8A
Steam / gas heating 200-208/240/60/1	7.6A
Steam / gas heating 200-208/240/60/3	3.8A
Steam / gas heating (rev.) 200-208/240/60/3	4.3A
Steam / gas heating 460-480/60/3	1.9A
Steam / gas heating (rev.) 460-480/60/3	2.1A
Electric heating 208/60/3	89A
Electric heating (rev.) 208/60/3	88A
Electric heating 240/60/3	79A
Electric heating (rev.) 240/60/3	78A
Electric heating 480/60/3	38A
Electric heating (rev.) 480/60/3	38A



gas/elec A 30.75 inch B 33.86 inch C 54.25 inch D 76.61 inch
 E 35.98 inch F 38.62 inch G 32.99 inch H 7.09 inch I 5.51 inch J
 6.54 inch K 35.51 inch
 steam A 30.75 inch B 33.86 inch C 54.25 inch D 80.00 inch E
 35.98 inch F 38.62 inch G 32.99 inch H 7.09 inch I 5.51 inch J
 6.54 inch K 35.51 inch

All specifications subject to change without notice



Fw: Commercial Laundry Equipment
Bruce Hertel to: Greg Sund

04/23/2015 02:27 PM

History: This message has been replied to and forwarded.

FYI

This email transmission and any attachments are for the exclusive use of the intended recipient(s) to whom addressed and may contain information that is confidential, privileged or exempt from public disclosure and which is the sole property of the Ellis County Sheriffs' Office. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient or believe you received this communication in error, please contact the sender at (785) 625-1042; permanently delete this message from your system, without first forwarding or replying to it; and destroy and delete any and all copies or printouts of this email and any attachments thereto.

#201 / Bruce A. Hertel
Ellis County Undersheriff
Investigations & Drug Enforcement Unit
105 W 12th St.
Hays, Kansas
E-Mail Address - "bruce@ellisco.net"
Ph. (785) 625-1042



Bruce A. Hertel

----- Forwarded by Bruce Hertel/Hays LEC on 04/23/2015 02:25 PM -----

From: Larry Wittman/Hays LEC
To: Bruce Hertel/Hays LEC@Hays LEC
Date: 04/23/2015 01:48 PM
Subject: Fw: Commercial Laundry Equipment

Doug Heffner 785 452-0992 Cell new rep. for Commercial Laundry
----- Forwarded by Larry Wittman/Hays LEC on 04/23/2015 01:47 PM -----

From: Dave Rackley <mcle-dave.rackley@live.com>
To: "lwittman@ellisco.net" <lwittman@ellisco.net>
Date: 02/25/2014 01:48 PM
Subject: Commercial Laundry Equipment

Larry,

Sorry for late reply. Having an eventful day.

Please see attachments for information you requested.

Keep in mind that each machine needs to be at least 36" from wall for future service access.

Door into location, elevator and laundry room must be large enough to accomodate the large dryer. (see specifications on each washer and dryer in attachments.

This quote is very preliminary until we can inspect room and make concrete recommendations. Such as the laundry room is on the second floor so the washer has to be a softmount machine.

Please let us know if we can be of further help.

Dave Rackley
Midwest Commercial Laundry Equipment
616 E North St
Salina, Ks 67401
785-827-9017
785-452-0804 cell

mcle-dave.rackley@live.com



ELLIS CO JAIL 2014.doc



EX760 WASHER SOFTMOUNT.pdf



IT 75 DRYER.pdf

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The human toll of this problem—and its cost to taxpayers—is staggering. Jails spend two to three times more money on adults with

mental illnesses that require intervention than on those without those needs, yet often do not see improvements to public safety or these individuals' health. Although counties have made tremendous efforts to address this problem, they are often thwarted by significant obstacles, including operating with minimal resources and needing better coordination between criminal justice, mental health, substance use treatment, and other agencies. Without change, large numbers of people with mental illnesses will continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families, missed opportunities for connections to treatment, inefficient use of funding, and a failure to improve public safety.

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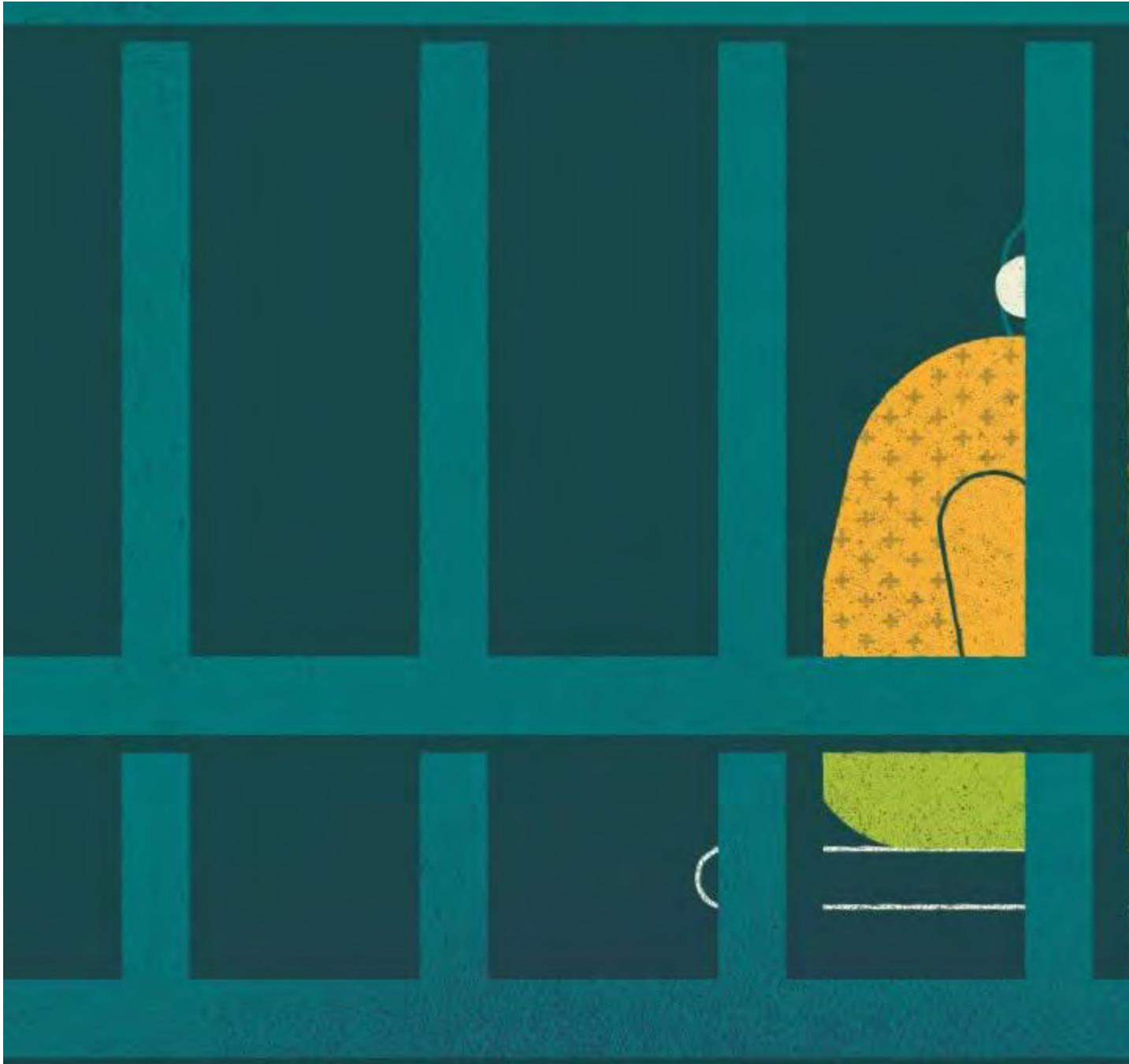
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Learn how some people are making a difference.

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ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 2015, by and between Cedar Bluff Wind, LLC, a Delaware limited liability company (“Cedar Bluff”) and the Board of County Commissioners of Ellis County, Kansas (“County”) (collectively, Cedar Bluff and County are sometimes referred to as the “Parties”).

RECITALS:

- A. “Cedar Bluff” desires to evaluate, develop a wind turbine electrical generation facility with access and facilities located in Ellis County (the “Project”).
- B. The Parties agree that it is in the best interest of each to memorialize the rights, obligations, and responsibilities of the Parties with respect to Cedar Bluff use of Ellis County roads and rights-of-way during construction and operation of the Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement hereby stipulate and agree as follows:

1. **Permit for Use of Rights-of-Way.**
 - a. Application for Permit. The parties anticipate and acknowledge that in connection with the construction, operation and maintenance of the Project appurtenant thereto (collectively, the “Facilities”), Cedar Bluff will apply for one or more permits to use County rights-of-way. Specifically, it is anticipated that Cedar Bluff will construct Facilities as described and in locations as listed in the attached Exhibit “B”. Cedar Bluff shall apply for permits to cross and use the County’s rights-of-way pursuant to the procedure and application attached hereto as Exhibit “A.” Permits will be considered in accordance with the usual and customary criteria utilized by the County and will not be unreasonably conditioned, delayed, or withheld.
 - b. Ownership. The Facilities installed pursuant to this Agreement shall remain the property of Cedar Bluff. Notwithstanding the foregoing, Cedar Bluff shall have the right to sell, assign, or lease portions of its Facilities to other parties and, in that event, such other parties shall, with Cedar Bluff, have the right, in the manner and to the same extent above, to operate the Facilities in, along, under, and across said rights-of-way. Cedar Bluff shall, at all times and at its sole cost and expense, maintain the Facilities in good condition and repair, ordinary wear and tear excepted.
 - c. Termination. In the event the Project is terminated by Cedar Bluff, Cedar Bluff shall remove all the Facilities in, along, and across certain rights of way owned by Ellis County and situated in Ellis County, to a depth of four (4) feet below the surface of the ground, within nine (9) months from the cessation of

commercial operation of the Facilities. If Cedar Bluff fails to remove any of the Facilities within the required time period, such Facilities shall be considered abandoned by Cedar Bluff and Ellis County may remove these Facilities from the property and dispose of them in its sole discretion without notice or liability to Cedar Bluff. If Ellis County incurs costs to decommission and remove any of the Facilities, Cedar Bluff hereby agrees to indemnify Ellis County for such net costs and agrees to reimburse Ellis County for those amounts reasonably incurred, within sixty (60) days of receipt of adequate documentation of the costs.

2. **Obligations of Cedar Bluff.**

a. Roads. Cedar Bluff shall, prior to the use of any road within Ellis County, obtain the approval of the Public Works Department for local paths and restrictions on roads or bridges, which approval will not be unreasonably conditioned, delayed or withheld. At Cedar Bluff expense, it shall contract with Ellis County, or where Ellis County is unable or unavailable to perform on a commercially competitive basis, then with qualified contractors, to repair any damage to the County's roads due to any cause connected with the Project ("Road Repair Operations"). In the event a hazardous road condition exists that is not promptly corrected by Cedar Bluff, the Public Works Department may make emergency road repairs or order emergency road repairs to be performed by qualified contractors, and Cedar Bluff shall promptly reimburse Ellis County for reasonable emergency road repair costs. Except in the case of emergency road repair, Cedar Bluff shall notify the Public Works Department forty-eight (48) hours in advance of any road repair project and/or the closing or partial closing of any road in connection with the road repair project. Weather permitting, the final Road Repair Obligations shall be completed to the reasonable satisfaction of the Public Works Department within six (6) months after the completion of construction of the Project, or as soon thereafter as weather conditions permit. Road repair shall include restoration of original configuration of ditches, slopes, embankments or fills within the right-of-way unless special circumstances dictate otherwise, and specific approval has been requested by Cedar Bluff and granted by the Public Works Department. In the event it becomes necessary to remove or displace any traffic control device along the transportation routes, the same shall be reinstalled by Cedar Bluff at their original locations and restored to their original condition. Immediately upon completion of the reinstallation of any traffic control device, the Public Works Department will be notified and given an opportunity to inspect and approve the same. All materials and construction methods shall be equal to or better than the standards established by AASHTO for "utilities within highway right of way." All warning and work zone signs shall comply with the "Uniform Manual for Traffic Control Devices." Road closures shall only be allowed when consistent with the submitted and pre-approved work plan and only after notification to Ellis County Emergency Services in person or by telephone at 785-625-1060.

b. Emergency Services. To the extent Cedar Bluff's construction or operation of the Project results in an increase in expenses for emergency services provided by Ellis County (e.g. increased emergency personnel training and equipment), Cedar Bluff agrees to pay directly to the County its allocable share of such increased expenses as determined in good faith by the Parties hereto.

c. Transportation Route Consultation. Not less than fifteen (15) days prior to commencing construction activities for the Project, Cedar Bluff shall meet with the Public Works Department and obtain approval of the transportation routes to be used by Cedar Bluff, which approval will not be unreasonably withheld. Cedar Bluff shall prepare a map indicating the requested routes to be used in the construction and maintenance of the Project and shall provide a copy of said map to the Public Works Department prior to the meeting to take place not less than fifteen (15) days before commencement of construction activities. Only approved transportation routes shall be used for construction activities, including but not limited to the delivery of equipment and materials to the Project site. Cedar Bluff shall limit unnecessary traffic interference or restrictions by prohibiting subsidiary staging of construction vehicles, including daily parking of equipment and personal vehicles on the road right-of-way.

d. Facilities Relocation. If at any time more than ten (10) years from the date of this Agreement during its use of the Ellis County rights-of-way, Ellis County determines in its reasonable judgment that it is necessary to relocate the Facilities for purposes of public safety, Cedar Bluff agrees to pay for all reasonable expenses necessary for the relocation. No facilities relocation shall be made without the prior approval of the Public Works Department.

e. Heavy Vehicles. Cedar Bluff shall advise the Public Works Department as early as practicable prior to the commencement of any heavily laden vehicles and/or equipment transit over Ellis County's public roads, and in the event the Public Works Department identifies a concern regarding the load-bearing capacity of any road or structure, the same shall not be used for the transportation of any heavily laden vehicles or equipment until the safety concerns have been alleviated.

3. **Obligations of Ellis County.** Ellis County agrees to make the Ellis County Public Works Director or his designee available to perform his obligations as set forth herein. Ellis County shall give timely notification to Cedar Bluff of any conditions which come to their attention and may give rise to a Road Repair Obligation or which would constitute a "hazardous road condition" as described in Paragraph 2a above. In consideration of said Director's availability, Cedar Bluff shall pay the County an administrative fee of \$_____ per month effective upon commencement of Project construction and continuing on a monthly basis thereafter until the Project's commercial operation date defined as the date upon which the Project begins delivering electricity on a commercial basis, i.e., in quantities and for periods greater than required for testing.
4. **Cooperation.** Cedar Bluff and the County agree to communicate and cooperate in good faith concerning the safe implementation of the Project and preventing or correcting any hazardous road condition that may be created by the Project.
5. **Engineer.** If necessary to determine appropriate and safe routes, the County may consult with a qualified and certified engineer regarding load pass or restrictions. Cedar Bluff shall reimburse County for all reasonable out-of-pocket expenses and fees incurred by County for such consultation.

6. **Temporary Access.** Cedar Bluff shall promptly notify the Public Works Department if it shall be necessary to construct or partially construct any temporary access on County roads in order to construct the Project, and Cedar Bluff shall further agree to return such access to its original status unless otherwise agreed upon in writing by the parties.
7. **Indemnification.** Cedar Bluff agrees to defend, indemnify, and hold harmless Ellis County and its commissioners, trustees, administrators, employees, and representatives (collectively the “Indemnified Party”) against any and all losses, damages, claims, expenses, and liabilities for physical damage to the property of Ellis County and for physical injury to any person, including reasonable attorneys' fees, to the extent same is a result of any activities or operations of Cedar Bluff, its agents and employees on the property of the County for the performance or non-performance of its duties pursuant to this Agreement. Furthermore, Cedar Bluff agrees to defend, indemnify, and hold harmless the Indemnified Party from any third party claims arising out of terms and conditions of this Agreement. Cedar Bluff shall not be required to defend, indemnify and hold harmless Ellis County for losses, damages, claims, demands, costs, including legal costs, expenses and/or other obligations or liabilities arising out of the negligence of, intentional misconduct by Ellis County, or anyone directly or indirectly employed by the Ellis County, or anyone for whose acts Ellis County is responsible. This indemnification obligation shall survive the termination of this Agreement.
8. **Insurance.** Cedar Bluff shall at all times during construction and operation of the Project, carry: (i) Worker’s Compensation insurance in accordance with the laws of the State of Kansas and Employer’s Liability insurance, (ii) Commercial General Liability insurance with minimum limits of \$5,000,000 per occurrence, and (iii) Automobile Liability insurance with minimum limits of \$5,000,000 per occurrence. The Commercial General Liability insurance and Automobile Liability insurance may be evidenced using a combination of primary and excess policies. Certificates of insurance will be provided to County upon written request to Cedar Bluff.
9. **Escrow Account.** Prior to the commencement of Project construction, Cedar Bluff shall deliver to a qualified escrow agent, which shall be a bank with trust powers and maintaining an office in Ellis County, Kansas, a payment of Fifty Thousand Dollars (\$50,000.00) (“Escrow Account”) to be held in escrow in order to ensure its compliance with all of the requirements of this Agreement. During the construction phase of the Project, Cedar Bluff shall maintain and replenish the Escrow Account in the event the County is reimbursed from the Escrow Account for its reasonably incurred costs for repairs to public roads to the extent such roads are materially damaged as a direct result of Project construction equipment or vehicles and such roads are not repaired in a timely manner by Cedar Bluff.
10. **Compliance with Laws.** Cedar Bluff shall at all times comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any governmental authority with respect to Cedar Bluff’s activities associated with the Project and shall obtain all permits, licenses, and orders required to conduct any and all such activities.

11. **Entire Agreement.** It is mutually understood and agreed that this Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all prior oral or written understandings, representations, or statements, and that no understandings, representatives, or statements, verbal or written, have been made which modify, amend, qualify, or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.
12. **Default.** Any failure by a party to this Agreement to perform a material obligation hereunder which is not remedied within thirty (30) days after receipt by the defaulting party of written notice of such failure shall be deemed a default under this Agreement and, in such case, the non-defaulting party shall be entitled to pursue any remedies available at law or in equity and allow the non-defaulting party to terminate this Agreement. Notwithstanding the foregoing, so long as the defaulting party has initiated and is diligently working to effect a cure, the defaulting party's cure period shall extend for a time period reasonably sufficient for the default to be remedied.
13. **Relationship of the Parties.** The duties, obligations, and liabilities of each of the parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or constructed to create an association, joint venture, fiduciary relationship, or partnership between the parties hereto or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. The parties hereto shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or otherwise to bind, the other party.
14. **Notices.** Notices, requests, demands, and other communications shall be sent to the following addresses:

Cedar Bluff Wind, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
ATTN: Business Management

With a copy to:

Cedar Bluff Wind, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
ATTN: General Counsel

If to Ellis County:

Ellis County Clerk
P.O. Box 720
Hays, KS 67601
15. **Relevant Law.** Any and all disputes arising under this Agreement and/or relating to the actual development and/or construction of the Project shall be resolved pursuant to the laws of the State of Kansas.

16. **Disputes.** Should a dispute arise between the Parties in determining whether withdrawals from the Escrow Account are warranted or whether hazardous road conditions exist as defined in Section 2a, such determination shall be made by an independent road engineer licensed in Kansas and selected by the mutual agreement of the Parties (the “Independent Engineer”). Compensation for work performed by the Independent Engineer shall be shared equally by the Parties.
17. **Waiver of Breach.** No waiver of a breach of this Agreement shall be deemed a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to public policy or unenforceable for any reason, such finding shall not invalidate any other provision of this Agreement and such provision shall be replaced with a suitable and equitable provision in order to carry out, so far as may be valid and enforceable, the extent of such provision that has been found to be contrary to public policy or unenforceable.
19. **Binding Effect.** This Agreement shall bind the assigns and successors of the respective parties hereto to the same full degree and extent as the parties themselves are hereby bound.
20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

(SIGNATURES AND NOTARIZATIONS ARE ON THE FOLLOWING PAGES)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS

CEDAR BLUFF WIND, LLC

By: _____
Printed Name:
Title: Commissioner

By: _____
Name: John DiDonato
Vice President

By: _____
Printed Name:
Title: Commissioner

By: _____
Printed Name:
Title: Commissioner

ATTEST:

By: _____
County Clerk

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2015 by John DiDonato, as Vice President of CEDAR BLUFF WIND, LLC, a Delaware limited liability company, on its behalf.

Notary Public for _____
My commission expires: _____

STATE OF KANSAS)
) ss.
COUNTY OF ELLIS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2015 by _____, Commissioner.

Notary Public for _____
My commission expires: _____

STATE OF KANSAS)
) ss.
COUNTY OF ELLIS)

The foregoing instrument was acknowledged before me this ____ day of _____,
2015 by _____, Commissioner.

Notary Public for _____
My commission expires: _____

STATE OF KANSAS)
) ss.
COUNTY OF ELLIS)

The foregoing instrument was acknowledged before me this ____ day of _____,
2015 by _____, Commissioner.

Notary Public for _____
My commission expires: _____

RESOLUTION NO. 2013-27

A RESOLUTION ADOPTING A PROCEDURE UNDER K.S.A. 40-3903 REGARDING THE PAYOUT OF INSURANCE CLAIMS IN THE UNINCORPORATED AREAS OF ELLIS COUNTY WHEREIN DAMAGE IS IN EXCESS OF 75 PERCENT OF THE FACE VALUE OF THE POLICY

WHEREAS, From time to time, a building or other structure in the unincorporated areas of Ellis County becomes damaged by fire, explosion, or windstorm in excess of 75 percent of the face value of the insurance coverage on said building or other structure, and

WHEREAS, From time to time, it is possible the insured may take the payout of the insurance without taking remedial action to clean-up said damaged building or other structure, and

WHEREAS, the Ellis County Commission is authorized to adopt the procedure in K.S.A. 40-3903 under which the County will receive a portion of the insurance payout on any building or other structure in the unincorporated areas of Ellis County damaged by fire, explosion, or windstorm to the extent that payout on the damage exceeds 75percent of the face value of the policy covering such building or other structure to insure the likelihood of cleanup of said building or other structure, and

WHEREAS, by reviewing the list of cities and counties that have adopted this regulation, it appears obvious that this regulation is primarily applicable to areas of residential concentration,

NOW, THEREFORE, BE IT RESOLVED by the Ellis County Commission that the following procedure be adopted:

- 1. ADOPTION OF PROCEDURE.** Ellis County is hereby authorized to utilize the procedures established by K.S.A. 40-3903, whereby no insurance company shall pay a claim of a named insured for loss or damage to any building or other structure located within the unincorporated areas of Ellis County that arises out of any fire, explosion, or windstorm where the amount of the recoverable loss or damage to the building or other structure is in excess of 75 percent of the face value of the policy covering such building or other insured structure, unless the building or other structure insured is cleaned up to the satisfaction of Ellis County.

- 2. LIEN CREATED**
 - (A) Ellis County hereby creates a lien, pursuant to K.S.A. 40-3904, in favor of the County on the proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure located within the unincorporated areas of Ellis County, caused by or arising out of any fire, explosion or windstorm where the amount recoverable for all the loss or damage to the building or other structure under all policies is in excess of 75 percent of the face value of the policy covering such building or other insurance structure. The lien shall arise upon any unpaid tax, special ad valorem levy, special assessment, or any other charge imposed upon real property by or on behalf of the County, which is an encumbrance on real property, whether evidenced by written instrument, or such tax, levy, assessment, expense or other charge

that has remained un-discharged or at least one year prior to the filing of the proof of loss.

- (B) Prior to final settlement on any claim covered by this section, the insurer or insurers shall contact the County Treasurer to determine whether any such encumbrances are presently in existence. If so, the insurer or insurers shall execute and transmit, in an amount equal to that owing under the encumbrances, a draft payable to the County Treasurer.
- (C) A transfer of proceeds under this section shall be on a pro rata basis by all insurance companies insuring the building or other structure.

3. TRANSFER OF FUNDS UPON SETTLEMENT OF CLAIM.

- (A) When final settlement on a covered claim has been agreed to or achieved at between the named insured and the company, and the final settlement exceeds 75 percent of the face value of the policy covering any building or other insured structure, and when all amounts due the holder of a fire real estate mortgage against the building or other structure, pursuant to the terms of the policy and endorsements thereto, shall have been paid, the insurance company or companies shall execute a draft payable to Ellis County Treasurer in an amount not to exceed 15 percent of the covered claim payment, unless the County Administrator has issued a certificate to the insurance company that the insured has removed the damaged building or other structure, as well as all associated debris, or has repaired, rebuilt, or otherwise made the premises safe and secure.
- (B) Companies insuring the building or other structure shall transfer such funds based on each company's pro rata share of the settlement of the covered claim. Policy proceeds remaining after the transfer to the County shall be disbursed in accordance with policy terms.
- (C) Upon transfer of the funds as required in this section, the insurance company shall provide the County with the name and address of the insured or insureds, the total insurance coverage applicable to the building or other structure, and the amount of the final settlement agreed to or arrived at between the insurance company or companies and the insured or insureds, whereupon the County Administrator shall contact the named insured or insureds by certified mail, notifying them that the insurance proceeds have been received and apprising them of the procedures to be followed.

4. PROCEDURE UPON RECEIPT OF MONEYS, INVESTIGATION.

- (A) Upon receipt of moneys as provided by this resolution, the County Treasurer shall immediately notify the County Administrator of such receipt, and transmit all documents received from the insurance company to the County Administrator.

- (B) Within twenty (20) days of the receipt of the money as provided by this resolution, the County Administrator shall determine, based upon investigation, whether the County shall instigate proceedings, which provide for removal of unsafe or dangerous structures abandoned building and which utilizes the procedures outlined in K.S.A. 12-1752. For purposes of this resolution, the Rural Fire District Chief shall have the responsibility for determining an immediate hazard, pursuant to K.S.A. 12-1750 *et seq.* and the County Administrator shall have the responsibility for enforcement of this resolution.
- (C) Prior to the expiration of the twenty (20) day period established in this resolution, the County Administrator shall notify the County Treasurer whether the County intends to initiate proceedings under K.S.A. 12-1750 and this resolution.
- (D) If the County Administrator has determined that proceedings under K.S.A. 12-1750 *et seq.* and this resolution and subsequent amendments thereto shall be initiated, the County Administrator shall do so immediately, but no later than thirty (30) days after the receipt of the money by the County Treasurer.
- (E) Upon notification to the County Treasurer by the County Administrator that no proceedings shall be initiated under K.S.A. 12-1750 *et seq.* and this resolution, the County Treasurer shall return all money received to the insured or insureds as identified in the communication from the insurance company. Such return shall be accomplished within thirty (30) day of the receipt of the moneys from the insurance company or companies.

5. REMOVAL OF STRUCTURE; EXCESS MONEYS.

- (A) If the County Administrator has proceeded under the provisions of K.S.A. 12-1750 *et seq.* and this resolution, all moneys in excess of that which is ultimately necessary to comply with the provisions for the removal of the building or other structure, less salvage value, if any, shall be paid to the insured.
- (B) If the County Administrator has proceeded under the provisions of K.S.A. 12-1750 *et seq.* and this resolution, against a building or other structure damaged by fire, explosion, or windstorm, any proceeds received by the County Treasurer under the authority of this resolution relating to the building or other structure shall be used to reimburse the County for any expenses incurred by the County in proceeding under K.S.A. 12-1756 and/or this resolution. Upon reimbursement from the insurance proceeds, the County Administrator shall immediately effect the release of the lien resulting therefrom. Should the expense by the County exceed the insurance proceeds paid over to the County Treasurer under this resolution, the County Administrator shall publish a new lien in an amount equal to such expenses incurred.

6. **EFFECT UPON INSURANCE POLICIES.** Pursuant to K.S.A. 40-3909, this article shall not make the County a party to any insurance contract, nor is the insurer liable to any party for any amount in exceed of the proceeds otherwise payable under its insurance policy.
7. **INSURER'S LIABILITY.** Pursuant to K.S.A. 40-3909, insurers complying with this resolution or attempting in good faith to comply with this resolution shall be immune from civil and criminal liability, and such action shall not be deemed in violation of K.S.A. 40-2404 and any amendments thereto, including withholding payment of any insurance proceeds pursuant to this resolution, or releasing or disclosing any information pursuant to this resolution.
8. **DEFINITION OF COUNTY ADMINISTRATOR.** For the purposes of this resolution, the County Administrator is the person appointed by the County Commission as the Chief Administrative Officer for the County.

And,

BE IT FURTHER RESOLVED, by the Ellis County Commission that this regulation shall only be effective in the rural areas of Ellis County and the city of Schoenchen defined in the Ellis County Zoning Regulations Article 1 Section 105 as Rural Residential Districts, Suburban Residential Districts, Single Family Residential Districts, and Village Districts.

Enacted and Dated this ____ day of January 2014.

ELLIS COUNTY COMMISSION

Barbara K. Wasinger, Chair

Swede Holmgren, Commissioner

Dean Haselhorst, Commissioner

ATTEST:

Donna J. Maskus, Clerk