

UPDATED (Sec VI. H)

COUNTY COMMISSION

Monday, July 6, 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

- A. Monthly Extension Report – Agent Susan Schlicting
Report/Discussion**
- B. Courthouse Project - Guy Windholz & committee will
discuss proposals on the preservation of the exterior on
the courthouse building.**
- C. County Auditor Ken Berans discuss 2016 Budget**

VI. Action Items Agenda

- A. Voting Delegate for 2015 KAC Conference**
- B. Health Department May Report (Butch Schlyer)**
- C. WIC Contract for Health Department (Butch Schlyer)**
- D. Zoning regulation changes presented by Zoning
Chairman David McDaniel. (Karen Purvis)**
- E. Employee replacements on Heavy Equipment Operator
and Sign Technician Positions in the Public Works
Department. (Curt Hoffman)**

- F. Escrow and Road Maintenance Agreements on the Cedar Bluff Wind Project.**
- G. EMS Open Positions (Kerry McCue)**
- H. General Liability Coverage during the 2015 Ellis Co Fair**

VII. Issue Introduction/Report Agenda

A. Public Works

- 1. Traffic Study 230th Avenue and 55th Street to reduce the speed (Curt Hoffman)**
- 2. Bridge Number 350 on Yocemento Avenue**

B. Resignation of Wheatland Township Trustee Tony Rohr

C. Addendum Appraisal Year 2015 Certification Report (Lisa Ree)

F. County Commission

- 1. Commissioner Reports**

G. Executive Session (if required)

VIII. Adjournment

Clinics:

Community blood pressure clinics during May were conducted at:

Wyndam Place	Hays Plaza
Hays Meal Site	Centennial Towers
Epworth Towers	

May 15 – Community wellness labs were conducted at the health department for the public and county employees

May 27 – Department administrator went to Pfeifer, Ks for a nuisance follow-up

Department employees utilized 161 hours of benefit time in May.

Respectfully Submitted
Butch Schlyer, Health Administrator

Ellis County Health Department

601 Main Street, Suite B, Hays, Kansas 67601

Phone: (785) 628-9440 Fax (785) 628-0804

Date: June 29, 2015

To: Ellis County Commissioners, 1204 Fort Street, Hays, Ks. 67601
 Katrina Hess, MD. 1923 E. 22nd Street, Hays, Ks. 67601

From: Robert "Butch" Schlyer, R.N. Ellis County Health Administrator

Subject: Monthly Health Department Report MAY-15

Services	Services		Revenue Received		Prior Year - 2014	
	Month/Yr to date	Month/Year to Date	Month/Year to Date	Month/Year to Date	Services	Revenue
Allergy Injections	71	315	553.00	2,730.50	659	6,765.00
Basic Health Service Grant				9,969.00		19,898.00
Blood Pressure Screens	36	149			441	
Bob's Boxes	43	241			931	
Client Credit						72.00
County Wellness Profiles	3	54		299.00	109	133.00
County Wellness PSA's	2	27		54.00	70	
CYSHCN Grant				248.70		3,423.96
Dental Screenings						
Drug Screens/Spec. Collections	5	17	15.00	290.00	51	920.00
Ear Exam		1		5.00	4	15.00
Epidemiology Cs Mangement						
Epidemiology Surveillance	2	25			75	
Glucose Screening						8.00
Head Lice Screening		2		20.00	4	40.00
Hearing/Auditory Screening					1	5.00
Hemoglobin Screening	3	20	24.35	54.37	45	141.28
Height/Weight Screen		4			11	
Immunizations - Routine	49	246	2,519.22	25,265.81	750	70,726.24
Immunizations - Hepatitis A	13	56	818.27	3,127.25	88	6,222.65
Immunizations - Hepatitis B	10	78	731.51	4,214.53	170	9,314.68
Immunizations - Meningococcal	2	4		298.86	59	7,824.45
Injections - Miscellaneous	15	69	170.00	880.40	192	2,573.60
Interest Paid By Insurance Co.				0.59		0.23
Jail Attendance					266	
Labs - Miscellaneous	11	38	105.00	650.77	147	2,834.00
Lead Screening	5	23	77.00	162.45	63	584.57
Nuisance Complaint		1				
Nuisance Follow-up		1				
Nutritional Assessments	1	13		360.00	75	365.00
Office Visits						
Other Department Revenue			74.00	419.00		766.89
Other Reimbursements						
Physicals	2	8	25.00	350.00	18	1,140.00
Physicals XIX (KBH)		1			1	

Pregnancy Tests	1	3		20.00		15	150.00
Pvt Insurance Overpayment				30.25			217.44
Refugee Assessment							
TB Case Management	1	2				12	
TB Follow-up	19	58				121	
TB Medications	9	29				53	
TB Screens/Readings	74	336	399.77	2,078.63		860	5,780.78
Vision Screens							
Vaccinations - Flu		3	18.25	4,693.76		1686	37,208.56
Vaccinations - Pneumonia	2	16	180.00	1,469.60		29	2,812.42
Vaccinations - Rabies		6	315.57	944.05		10	10,248.88
Vaccinations - Travel	20	71	1,434.92	5,927.25		113	10,968.30
Voter Registrations							
Weight Loss Program				510.00			1,123.00
Orientation		2					
Follow-up		4				7	
Participants							
WIC Program			7,430.78	33,266.42			84,604.44
Certifications	75	403				849	
Check Pick-Up	124	747				1770	
Participants	382						
RD/Nutrition Ed	45	260				627	
Other WIC Transactions	18	112				420	
Totals:	1,043	3,445	14,891.64	98,340.19		10,802	284,782

Dept Clients Served	527	2,626				8844
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Budget Summary

Budget for year 2015 - \$573,058.00

Percentage of year gone - 41.6%

<u>Category</u>	<u>Year-to-Date</u>	<u>% Used</u>
Personnel Services	169,936.00	40.84%
Contractual Services	6,641.00	18.99%
Commodities	30,166.00	24.74%
Capital Outlay	0.00	0.00%
2015 Budget YTD Expenditures	206,737.00	36.08%
2015 Budget YTD Revenues	98,340.00	35.15%

LETTER OF AGREEMENT

This is an agreement between the Osborne County Health Department, Osborne, KS and the Ellis County Health Department, 601 Main, Suite #B, Hays, KS whereby the Ellis County Health Department will conduct the WIC program as a sub-agency for the Osborne County Health Department WIC program. This document is incorporated by reference into the Contract between the Secretary of the State Department of Health and Environment and Osborne County Health Department (in future called Master Contract). This letter of agreement covers the contract period October 1, 2015 through September 30, 2016. In addition to the general program provisions and objectives set forth in the Master Contract, Local Agency agrees to the following specific requirements:

Ellis County will be responsible for:

1. Determining participant eligibility.
2. Issuing checks/check stock.
3. Providing nutrition education and counseling.
4. Providing the Osborne County Health Department by the 10th of each month an affidavit of expenses for the previous month. One sixth of the total funds must go toward nutrition education costs in addition to funds spent for breast-feeding promotion and support. If the affidavit is not received by the 10th of each month, your check will be withheld for that month. Supporting documents need to be attached to the affidavit, including copies of receipts, purchase orders and time studies or time sheets.
5. Follow WIC policies and procedures.
6. Making appropriate health services or referrals available to participants. Provide written information about Medicaid to each care giver or participant on at least one occasion, preferably at the time of certification. Maintain a list of community and food assistance programs within the community.
7. Obtain written, signed agreements from vendors to participate in the WIC program and perform any necessary training and monitoring of the retail vendors.
8. Maintaining vendor files.
9. Documentation of all functions.
10. Be responsible for safeguarding all check stock from the date LA receives the check stock through the date the WIC program participant signs for and receives the checks, or through final disposition of any checks not received by a WIC participant.
11. At a minimum, conduct at least one public outreach activity between July 1 and December 31 of each calendar year to enroll eligible women in early stages of pregnancy, infants and children.
12. Cooperate with WIC Nutrition Education Coordinator to assure the quality of nutrition services provided by sub-agencies.
13. Maintain assigned caseload levels. If agency is not maintaining at least 98% of assigned caseload, State Agency may recover administrative funds awarded to local agency under this contract, corresponding to number of caseload slots under the 98% level the local agency is unable to maintain. If an agency is maintaining more than 103% assigned caseload level over any 3 months period, State Agency may recover administrative funds awarded to local agency under this contract, corresponding to monthly food package cost per participant of those caseload slots in excess of 103% for each month the caseload level is in excess of 103%.
14. Smoking in the space used to carry out the WIC program is now contractually prohibited.
15. Attend the annual statewide WIC meeting and any other required training events as directed by the State Agency.
16. Obtain approval from the State Agency before purchasing any piece of equipment or capital expenditure costing \$500 or more.
17. Keep WIC equipment secure from theft or damage.
18. Have and maintain a computer network to support KWIC use. Insure that reasonable protections are in place to avoid computer viruses and unauthorized access to computer files.
19. Have information technology technicians available to help in the installation of new equipment and deal with problems with the network and existing equipment.
20. Maintain access to the internet for KWIC operations and maintenance.

Osborne County will be responsible for:

1. Conducting periodic, routine meetings with WIC staff for in-service training, problem solving and sharing of concerns.
2. Monitor sub-agencies annually for compliance with WIC operations and develop a corrective action process. Use monitoring forms in WIC Policy and Procedure Manual.
3. Provide the State, on a timely basis, all required information regarding fiscal and program administration.
4. Follow WIC policies and procedures.
5. Provide on-site technical assistance to sub-agency sites as necessary.

It is further understood that the Osborne County staff will not be providing direct patient service for Ellis County.

This letter of agreement may be terminated by either party after written notification giving sixty (60) days notice is received by the other party.

This letter of agreement is to be null and void if the State WIC funds are no longer available.

Signature _____ Date _____
Sub-Agency Administrator

Signature _____ Date _____
Osborne County Health Department
Administrator

Signature _____ Date _____
County Commissioner

Signature _____ Date _____
Osborne County Commissioner



Ellis County Planning and Zoning

718 Main Street Lower Level Hays, KS 67601

(785) 628-9449 Fax (785) 628-9448

email karen@ellisco.net

June 29, 2015

Ellis County Commissioners

RE: Planning and Zoning Regulation Changes

The Ellis County Planning and Zoning Commission held a Public Hearing on Wednesday, June 24, 2015 to discuss proposed changes to the Ellis County Zoning Regulations. Attached to this document are the changes that were approved, and the draft minutes showing a vote of 9-0 to approve the changes at that meeting.

The Planning and Zoning Commission is an advisory committee, therefore we are submitting the changes to the County Commissioners for approval. David McDaniel (chairman) and I will be presenting information at the July 6th commission meeting.

According to the Regulations, the commission can either accept the changes, deny the changes, or send it back to the planning board to modify. Mr. Jeter is to prepare a resolution for signature if the changes are accepted.

A handwritten signature in cursive script, appearing to read "Karen Purvis".

Karen Purvis, R.S.
Zoning Administrator

C: David McDaniel, Chairman
Bill Jeter, Ellis County Counselor
File

3-106 AGRICULTURAL LOT SPLITS

The creation of one (1) additional lot in the unincorporated portion of Ellis County on properties zoned and used as agricultural (40 acres or more) shall be permitted without requiring either a rezoning or a plat, including those divisions of agricultural lands because of mortgage or lending requirements; provided:

1. The provisions of section 3-103 are complied with completely.
2. The approval guidelines specified in section 3-104 are complied with to the extent they are applicable to an agricultural lot split.
3. All lots created shall maintain the minimum lot frontage on a public road as required under the provisions of the Ellis County Zoning Regulations for the properties in the "AG" Agricultural Zoning District. Further, neither lot shall have a lot depth to lot width ratio greater than 3:1, nor shall either lot created be less than 2 acres in size.
4. A recordable covenant or agreement between the owner and the County for the entire original tract, executed by the owner and/or owners and the County, restricting further division of the original tract without full platting of the original tract, including both lots created in the split. The covenant or agreement shall include the requirements that rezoning and platting shall be in conformance with the then applicable Zoning and Subdivision Regulations of Ellis County, Kansas, and shall be binding on all heirs and assigns of both lots. Said covenant or agreement shall be recorded with the Register of Deeds of Ellis County prior to the approval of the agricultural lot split.
5. Notwithstanding the requirements set forth herein, agricultural lot splits shall be permitted without requiring either a rezoning or a plat wherein the owner may create additional lots of not less than 2 acres by transfer of ownership to any immediate family member. Immediate family member would include all those persons in a direct line from the owner such as parent, grandparent, great grandparent and so upward in a direct ascending line and child, grandchild, great grandchild and so downward in a direct descending line.

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ELLIS COUNTY, KANSAS**

WHEREAS, the Board of Ellis County Commissioners of Ellis County, Kansas, by the powers vested in it adopted Ellis County Subdivision Regulations effective September 1, 2006, and

WHEREAS, pursuant to K.S.A. 12-749 the Board of Ellis County Commissioners may amend such Subdivision Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ELLIS COUNTY, KANSAS, that:

Section 3-106 of the Subdivision Regulations of Ellis County, Kansas, shall be amended to read as follows, to-wit:

3-106 AGRICULTURAL LOT SPLITS

The creation of one (1) additional lot in the unincorporated portion of Ellis County on properties zoned and used as agricultural (40 acres or more) shall be permitted without requiring either a rezoning or a plat, including those divisions of agricultural lands because of mortgage or lending requirements; provided:

1. The provisions of section 3-103 are complied with completely.
2. The approval guidelines specified in section 3-104 are complied with to the extent they are applicable to an agricultural lot split.
3. All lots created shall maintain the minimum lot frontage on a public road as required under the provisions of the Ellis County Zoning Regulations for the properties in the "AG" Agricultural Zoning District. Further, neither lot shall have a lot depth to lot width ratio greater than 3:1, nor shall either lot created be less than 2 acres in size.
4. A recordable covenant or agreement between the owner and the County for the entire original tract, executed by the owner and/or owners and the County, restricting further division of the original tract without full platting of the original tract, including both lots created in the split. The covenant or agreement shall include the requirements that rezoning and platting shall be in conformance with the then applicable Zoning and Subdivision Regulations of Ellis County, Kansas, and shall be binding on all heirs and assigns of both lots. Said covenant or agreement shall be recorded with the Register of Deeds of Ellis County prior to the approval of the agricultural lot split.

5. Notwithstanding the requirements set forth herein, agricultural lot splits shall be permitted without requiring either a rezoning or a plat wherein the owner may create additional lots of not less than 2 acres by transfer of ownership to any immediate family member. Immediate family member would include all those persons in a direct line from the owner such as parent, grandparent, great grandparent and so upward in a direct ascending line and child, grandchild, great grandchild and so downward in a direct descending line.

BE IT FURTHER RESOLVED that this Resolution will become effective upon publication in the official County newspaper.

Adopted this 6th day of July, 2015, by the Board of County Commissioners, Ellis County, Kansas.

BOARD OF COUNTY COMMISSIONERS OF
ELLIS COUNTY, KANSAS

Martha L. McClelland, Chairman

Dean F. Haselhorst

Attest:

Barbara K. Wasinger

Donna Maskus, County Clerk

JOB VACANCIES – There was a resignation of a Heavy Equipment Operator on 6-24-15 effective immediately. I would like to request to fill this position.

The position of Sign Technician – We are interviewing within house to fill this position. If filled within our department, can Road & Bridge advertise to fill the open vacancy created?

Traffic Study By Buck Driggs, PE – Location; 230th Avenue * 55th Street – A request has been made to reduce the speed limit due to a previous accident on that road. A study was completed by Buck Driggs, PE and it was determined that no changes were necessary to the intersection nor the roadway based on its existing conditions. (Refer to attachment).

FAS Bridge # 350 – Located in the 2800 Block of Yocemento Avenue. This bridge was closed on 6-22-15 due to a large hole in the deck. On 6-24-15, an engineer with BG Consultants inspected the bridge and confirmed the closing and presented a report summarizing 3 different options for repairs. (Refer to attachment). Federal Fund Exchange Funds for repair may be available.

Nexteraenergy/Cedar Bluff Wind Farm – Possible approval of Road Use Agreement and Haul Route pending approval of Dennis Davidson, Attorney for Ellis County.

Fw: 55th Street & 230th Traffic Study

Greg Sund to: J_DCrazyHorse, BarbWasinger, Marcy McClelland
Cc: Curt Hoffman, Donna J. Maskus

06/26/2015 02:01 PM

Commissioners:

We contracted the attached study because we had a request from Robin Adams to lower the speed limit on 230th Ave in the vicinity of Celebration Church. Any time we receive such a request, we need to have an engineering study before presenting the request to the County Commission for consideration. I am forwarding this to Curt Hoffman and Donna Maskus. It should be on the July 6 agenda. Because the engineer recommends no change, that will likely be Curt's recommendation. I also printed out a copy of the study as requested for Robin Adams. She will pick it up.

Greg Sund
County Administrator
County of Ellis
718 Main Street
Hays, KS 67601
(785) 621-1735
gsund@ellisco.net



Sund_Greg.vcf

----- Forwarded by Greg Sund/Hays LEC on 06/26/2015 01:57 PM -----

From: Buck Driggs <BDRIGGS@DRIGGSDESIGN.COM>
To: gsund@ellisco.net
Date: 06/26/2015 08:52 AM
Subject: 55th Street & 230th Traffic Study

Greg,

Please find attached the traffic study for 230th & 55th Street as we previously discussed for your review. I will be in town again next week, if you would like to get together and discuss it in more detail. Overall the intersection in its current condition is considered safe and in compliance with current traffic standards.

Hope all is well and have a good weekend!

Buck

--

Buck Driggs, PE

Project Manager

Driggs Design Group

2727 Rory Road

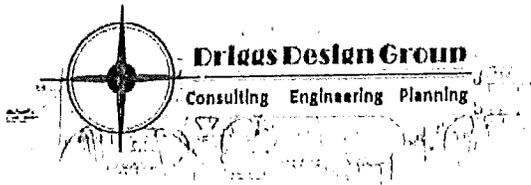
Manhattan, KS 66502

Cell (785) 313-1346

Email: bdriggs@driggsdesign.com



Traffic Study(6_26_2015).pdf



230th Ave & 55th Street Traffic Analysis

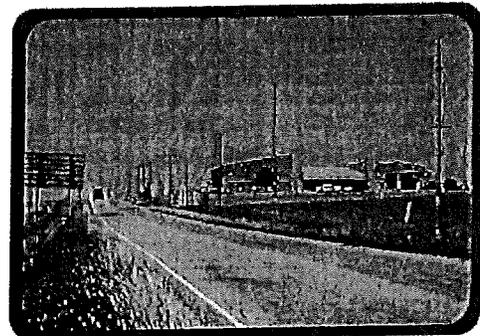
Ellis County, Kansas

June 26, 2015

On May 5th, 2015 Ellis County contracted with the Driggs Design Group, PA to provide a traffic analysis of the intersection of 55th Street and 230th Avenue. The main focus of the traffic study was the section of 230th Avenue from the 55th Street intersection to the entrance of the Hays City Sportsmen's Club. This section of roadway carries approximately 1,400 vehicles per day with 25% of those vehicles being large trucks. In August 2014, Ellis County Public Works conducted traffic counts to determine the amount of vehicles utilizing this road on a daily basis. These traffic counts were completed prior to the major construction associated with the Buckeye Windfarm. The existing traffic volumes are also anticipated to increase due to the expansion that Hess Services. This expansion will add new jobs to its existing facility located along 230th Avenue. In addition, development is currently being proposed at the intersection of 230th Avenue and 55th Street, which will also provide an increase in traffic along this section of road. This growth along with a recent accident within this section of roadway has prompted desire to complete this study of its existing conditions.

TRAFFIC ANALYSIS

The following information shall provide the details for the traffic study completed by the Driggs Design Group, PA at the request of Ellis County for the area near the intersection of the 230th Ave and 55th Street. The limits of the proposed study are provided in Exhibit A. As part of this traffic study, several key items were evaluated. These items include intersection sight distance at driveway locations, signage throughout the project, and the speed at which 230th Avenue is being traveled by its users. In addition, the Driggs Design Group, PA acquired information pertaining to traffic related accidents occurring within the last three years from the Ellis County Sheriff's Department to further evaluate the types of accidents occurring. The following information provides additional details of the traffic study for the above referenced intersection.



Sight Distance

In reviewing the intersection, the Driggs Design Group, PA measured the intersection sight distance at each of the driveway locations throughout the project to determine if adequate sight distance is available. In determining this distance, a 2.0' object was placed in each driveway location while a representative of the Driggs Design Group, PA walked longitudinally along the roadway checking the visibility of the 2.0' object at an eye height of 3.5'. The field measurement obtained for each driveway location is provided in Figure 1. The longitudinal distance was measured at the point where visibility of the 2.0' object disappeared. The 2.0' object represents a taillight height of a passenger car, while the

3.5' is perceived to be the height of the driver's eye while traveling the roadway. The information collected in the field was compared to the AASHTO Policy for Geometric Design of Highways and Street, the engineering reference manual used for all transportation related design. The information collected in the field and obtained from the AASHTO Design Manual is provided in Figure 1.

Figure 1 - Intersection Sight Distance Evaluation						
Location ID	Direction of Traffic		Min. Design Criteria Distance (ft.)			Remarks
	Northbound Distance (ft.)	Southbound Distance (ft.)	45 mph	55 mph	65 mph	
South Church Entrance	1000+	1000+	430	530	625	Sight Distance Adequate
North Church Entrance	982	1000+	430	530	625	Sight Distance Adequate
Shooting Range	672	1000+	430	530	625	Sight Distance Adequate

As indicated above the sight distance for each of the driveway location within the limits of this traffic study have adequate sight distances for vehicles traveling up to 65mph.

Signage

As part of the review completed by the Driggs Design Group, PA a review of the current signage along the project was completed to determine if adequate signage existed and to determine if it was compliant with the Manual of Uniform Traffic Control Devices (MUTCD). The MUTCD is a traffic control resource that is used within the industry to properly sign all transportation related infrastructure. A layout of the existing signage within the project limits is provided in Attachment A. In reviewing the signage of the intersection, the existing signage complies with the recommendations set forth in the MUTCD.

Speed Study

In addition to the above referenced analysis, the Driggs Design Group, PA also conducted a speed study of 230th Avenue to determine the speeds at which the roadway was being traveled by its users. This speed study was conducted during peak hours to include the greatest number of vehicles traveling the roadway. These peak times were from 11:00 am to 1:00 pm and from 4:00 pm to 5:45 pm. To complete this analysis, a radar gun was used to obtain the vehicular speed of the traveling public. The location within the project limits at which the speed study was taken is provided in Exhibit A.

The results of the speed stud conducted on May 26th, 2015 are as follows:

Time	Speed Traveled (mph) – 11:00 am to 1:00 pm						
	0-35	36-40	41-45	46-50	51-55	56-60	61-65
NUMBER OF VEHICLES WITHIN SPEED ZONE							
11:00 am to 11:15 am	5	3	1	2	3		
11:16 am to 11:30 am	6	12	9	3			
11:31 am to 11:45 am	10	7	4	2			
11:46 am to 12:00 pm	5	11	7	10	4	1	

12:01 pm to 12:15 pm	7	4	6	5	10	2	
12:16 pm to 12:30 pm	5	9	4	8	1	2	
12:31 pm to 12:45 pm	5	3	7	13	2	1	
12:46 pm to 1:00 pm	4	6	11	8	2	3	
Subtotal	47	55	49	51	22	9	0
Speed Traveled (mph) – 4:00 pm to 5:45 pm							
Time	0-35	36-40	41-45	46-50	51-55	56-60	61-65
	NUMBER OF VEHICLES WITHIN SPEED ZONE						
4:00 pm to 4:15 pm	4	8	8	2			
4:16 pm to 4:30 pm	3	6	5	7	4	3	
4:31 pm to 4:45 pm	0	1	14	8	11		
4:46 pm to 5:00 pm	2	3	2	5	4	1	
5:01 pm to 5:15 pm	3	4	16	3			
5:16 pm to 5:30 pm	3	5	9	4	3	1	
5:31 pm to 5:45 pm	1	2	5	3	2	1	
Subtotal	16	29	59	32	24	6	

While there is not speed limit posted within the project limits, a speed limit sign signifying 55 mph is located just south of the project on 230th Avenue. Therefore, the assumption is made that the speed limit through the project area is also 55 mph. In evaluating the proposed speed limits of a roadway, several things are considered including accident history, pedestrian/bicycle usage, and roadway access. Generally, the 85th percentile speed is used as a key indicator of what the posted speed should be for a roadway. For this section of roadway the 85th Percentile Speed is 51mph.

Accident History

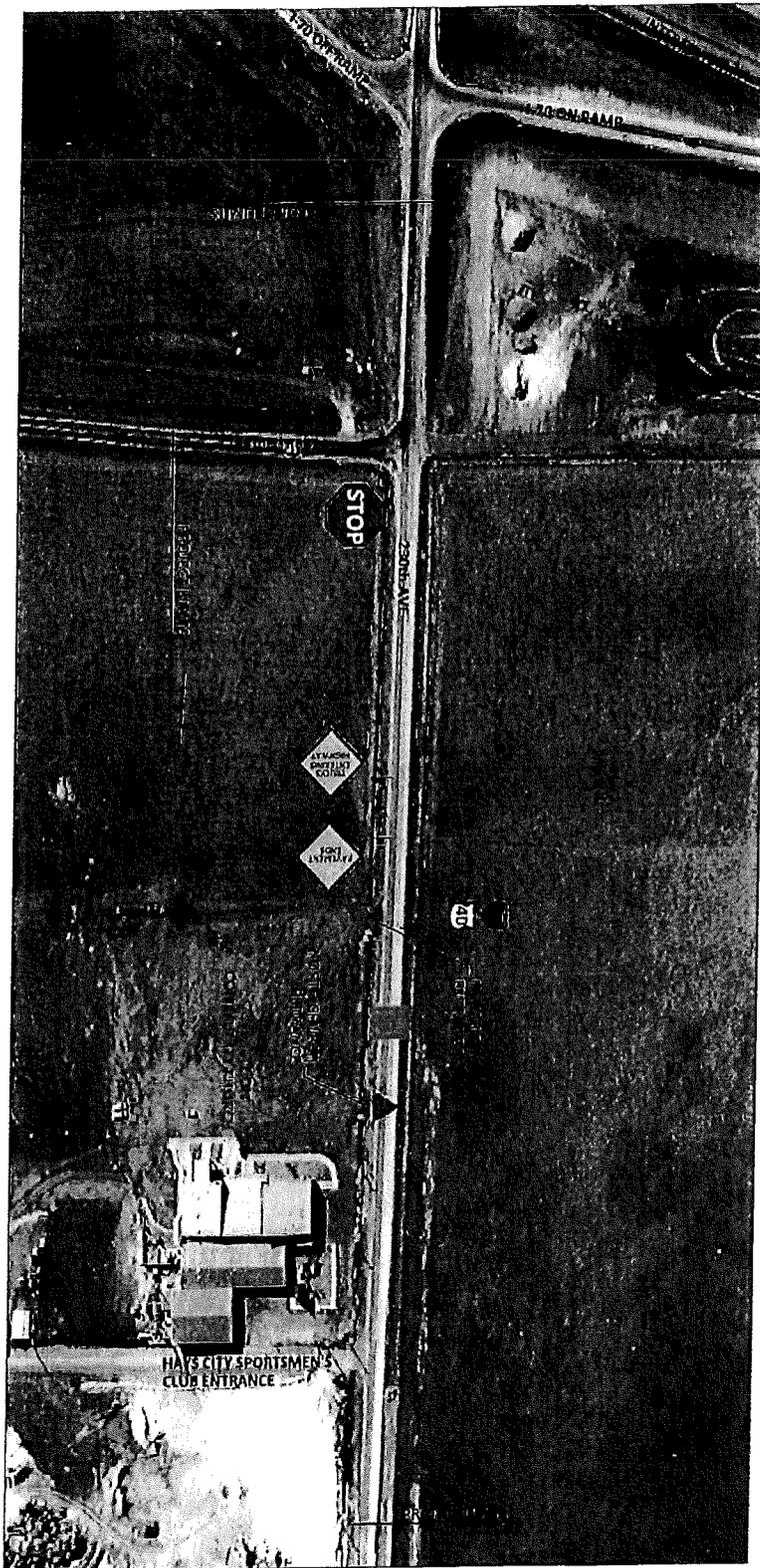
As indicated above, in reviewing the intersection, the Driggs Design Group, PA acquired the traffic accidents reports from the Ellis County Sherriff's Department for accidents that have occurred within the past three years. As a result of this data collection, it was determined that there has been a total of one accident reported within the project limits since September 2012. This accident occurred in February 2015 and involved a vehicle leaving the Celebration Community Church. A vehicle was traveling southbound on 230th Avenue when a second vehicle pulled out of the church drive. The southbound vehicle was unable to stop before striking the second vehicle. The driver of the second vehicle indicated that she did not see the southbound vehicle.

Through our traffic accident research, it should be noted that in September 2014, there was another accident along 230th Avenue however it was north of these project limits. The accident involved one vehicle traveling northbound and another vehicle traveling southbound. The northbound vehicle turned into a private drive and was struck by the southbound vehicle. It was noted in the accident report that neither driver had seen the other vehicle. Both drivers sustained minor injuries in the accident.

RECOMMENDATIONS

The Driggs Design Group, PA has completed a thorough review of the intersection and the roadway as part of this traffic analysis. Based on the information developed for this report, the sight distance at each of the driveways within the project limits is adequate for traffic traveling at the posted speed. In addition, the existing signage along the roadway is sufficient and meets the requirements of the MUTCD. In reviewing the speed of users along the roadway, a speed limit of 55mph seems reasonable given the 85th Percentile Speed was determine at 51 mph. In reviewing the accidents that have occurred over the past three years, only one accident has been recorded with the Ellis County Police Department. One accident should not warrant the need for change as it does not represent a pattern of behavior or a deficiency of the roadway. Based on the data provided above, the Driggs Design Group, PA recommends no changes to the intersection or the roadway based on its existing conditions. However, as this area becomes developed and traffic circulating through the project area increases, it should be monitored to ensure public safety. Improvements may include items as additional signage and a potential reduction in speed limit through the developed area.





LEGEND

■ SPEED STUDY LOCATION

▲ ACCIDENT LOCATION

Project No: N/A
 Date: 6/26/2015
 Sheet No: 1 OF 1

DRIGGS DESIGN GROUP, PA
 Survey Engineering Planning
 MANHATTAN & HAYS

ELLIS COUNTY, KANSAS
 55th STREET & 230th AVENUE TRAFFIC ANALYSIS
 EXHIBIT A



RE: Bridge #350
Moni El-Aasar
to:
choffman@ellisco.net
06/29/2015 03:12 PM
Hide Details
From: Moni El-Aasar <moni.el-aasar@bgcons.com>

To: "choffman@ellisco.net" <choffman@ellisco.net>

3 Attachments



Curt;

I have attached our report summarizing the different options for the replacement/repair of the damaged deck of Ellis County Bridge FAS-350.

The engineering fee to prepare a set of plans to be let for bids shall be as follows:

Steel deck option: \$11,710.00 (this option does not include surveying)

Concrete Deck option: \$24,640.00 (this option includes surveying, and providing right-of-way descriptions and strip maps)

Composite Concrete Deck option: \$28,830.00 (this option includes surveying, and providing right-of-way descriptions and strip maps)

Moni El-Aasar, Ph.D., P.E., F.ASCE | Vice President
BG Consultants, Inc.
4806 Vue Du Lac Place | Manhattan, KS 66503

P: 785.537.7448 x 1111 | F: 785.537.8793
<http://www.bgcons.com/>">www.bgcons.com

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From: choffman@ellisco.net [<mailto:choffman@ellisco.net>]
Sent: Thursday, June 25, 2015 4:52 PM
To: Moni El-Aasar
Subject: Bridge #350

Moni

Will you construction cost estimate include engineering for the project of each alternative?

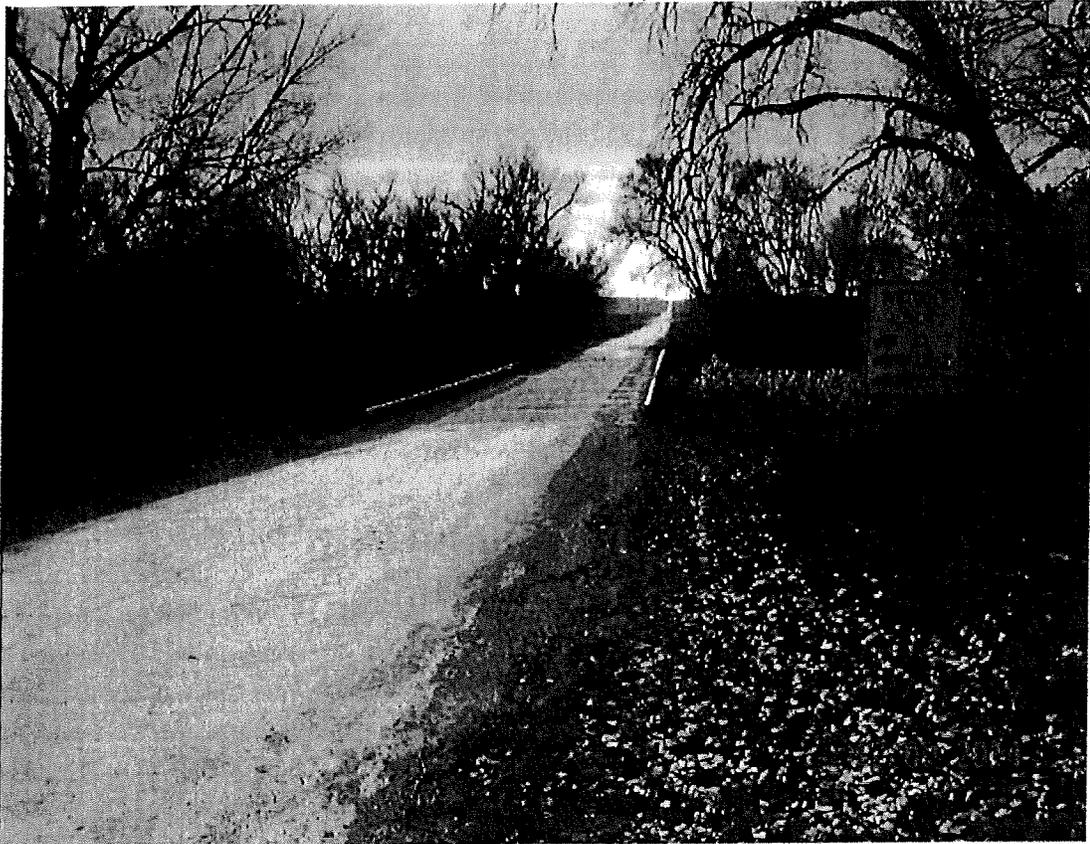
Thank You
Curt

----- Forwarded by Curt Hoffman/Hays LEC on 06/25/2015 04:49 PM -----

From: EllisCountyPublicWorks@ellisco.net
To: "Curt Hoffman" <choffman@ellisco.net>
Date: 06/25/2015 04:47 PM
Subject:)

ELLIS COUNTY FAS 350

Deck Replacement Options



Prepared for: Ellis County, KS

June 2015



BG Consultants, Inc.

■ Engineering ■ Architecture ■ Surveying

www.bgcons.com

Introduction

The purpose of this study is to examine options for the replacement of the failed deck on Ellis County bridge FAS 350, which carries Yocemento Ave. over the Saline River. The anticipated load capacity, anticipated life span, and a construction cost estimate will also be developed and presented for each alternative. The objectives for each alternative will be to achieve equal or greater load capacity as well as equal or greater deck width.

Existing Bridge

The existing 2-span bridge consists of 5-W27x84 rolled steel beams spaced at 5'-5" on center, was built in approximately 1953 and carries approximately 76 vehicles per day. The 2 60' spans are each simply supported on the concrete substructure and are braced by steel diaphragms at 1/3 points. The bridge is currently posted for 10-12-20 tons. The substructure and steel beams are in good condition and do not require replacement. The reinforced concrete deck has areas of spalling exposing reinforcing steel and one area near the North abutment between beams 4 & 5 that has progressed to a full depth hole. It was noted that the reinforcing steel was placed with the primary reinforcement parallel to the beams when it should have been perpendicular. The bridge was closed at the discovery of the hole in the deck. At the last inspection prior to closure the bridge was functionally obsolete and had a sufficiency rating of 38.60.

Option A: New 7" Reinforced Concrete Deck (24' Roadway)

Option A is to replace the existing concrete deck with a new reinforced concrete deck. The existing beam spacing will allow the addition of a 2'-2" overhang on each side of the deck to accommodate a deck 26' wide out-to-out. With the use of a 12" wide concrete corral rail this results in a 24' roadway width. With the existing bracing layout of the beams, the load limit would be much lower than the existing, but the addition of additional steel diaphragms between each of the existing and at the pier would result in load limits near the existing. The approximate load limits and corresponding recommended posting can be found in the Appendix. A new reinforced concrete deck could be expected to have a service life of 20 to 25 years.

Option B: New 8" Reinforced Concrete Deck made Composite with Beams (24' Roadway)

Option B is to replace the existing concrete deck with a new reinforced concrete deck made composite with the existing steel beams by way of shear studs welded to the top flanges. The addition of a 2'-2" overhang would allow for a 24' roadway in addition to the 12" wide rails. With a composite superstructure, additional bracing of the beams would not be required, beyond the addition of diaphragms at the pier, and the load limit would be substantially increased above the existing, possibly not requiring posting at all. The approximate load limits and corresponding

recommended posting can be found in the Appendix. The expected service life of a composite concrete deck would also be approximately 20 to 25 years.

Option C: Corrugated Steel Deck with Asphalt Topping (22' Roadway)

Option C is to replace the existing concrete deck with a corrugated metal deck covered with an asphalt topping. Widening the roadway with the addition of an overhang would not be possible with this type of deck as the rail posts must be attached directly to the exterior beam. 9 gauge steel with 4" corrugations would be required for the existing beam spacing. With the existing bracing layout of the beams, the load limit would be much lower than the existing, but the addition of additional steel diaphragms between each of the existing and at the pier would result in load limits near the existing, but still slightly below those of Option A due to a higher distribution factor that comes with the increased flexibility of a steel deck. The approximate load limits and corresponding recommended posting can be found in the Appendix. An asphalt covered corrugated steel deck could be expected to have a service life of 15 to 20 years.

Additional Recommended Improvements

The existing structure has no bearings between the steel beams and the concrete superstructure. Due to the thermal expansion and contraction of the spans, which can be up to approximately 1/2", the friction between the beams and concrete has caused spalling of the concrete directly below where the beams are sitting. When the deck is removed would be the best time to install bearing devices under each beam, patch the spalls in the substructure, and cast new concrete backwalls at the abutments in order to assure as many years of service from the rest of the structure as from the newly replaced deck.

With Option A and Option B, the concrete corral rails should also be accompanied by appropriate approach guardrail and crashworthy end terminals. Concrete approach slabs should also be constructed at each end of the bridge with these options.

Cost Estimates

Presented below is the estimated total construction cost of each deck replacement option. A detailed breakdown of each estimated cost shown below can be found in the Appendix.

Deck Replacement Costs	
Option A: 26' Reinforced Concrete Deck	\$174,156.04
Option B: 26' Composite Reinforced Concrete Deck	\$191,267.16
Option C: 23' Corrugated Steel Deck	\$118,890.00

Conclusions

The replacement of the existing failed concrete deck with a new concrete deck will allow the addition of overhangs to provide a wider roadway as well as concrete corral rails. Load limits close to the existing can be achieved with the addition of diaphragms to reduce the unbraced length of the beams. The addition of shear studs to create a composite superstructure will greatly increase the load limits, possibly above the need for posting. Removing the concrete corral rails or the overhangs from the replacement concrete decks will not achieve any higher load limits as the load limits are controlled by interior beams at the recommended overhang dimension and existing beam spacing. A corrugated steel deck will not allow for an increase in roadway width or load limit.

Appendix

Ellis County FAS 350

Opinion of Probable Cost

Option A: 26' Concrete Deck

ITEMS BY CONTRACTOR	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Mobilization	1	L.S.	\$10,000.00	\$10,000.00
Removal of Existing Structures	1	L.S.	\$7,000.00	\$7,000.00
Clearing and Grubbing	1	L.S.	\$2,500.00	\$2,500.00
Construction Staking	1	L.S.	\$4,000.00	\$4,000.00
Earthwork	1	L.S.	\$6,800.00	\$6,800.00
Structural Steel (A36)	3,400	Lbs.	\$4.00	\$13,600.00
Concrete (Grade 4.0)(AE)	81	Cu. Yd.	\$780.00	\$62,804.44
Reinforcing Steel (Gr. 60)	27,413	Lbs.	\$1.20	\$32,895.60
Steel Plate Guard Rail	100	L.F.	\$60.00	\$6,000.00
Guard Rail End Terminal (SRT)	4	ea.	\$2,200.00	\$8,800.00
Object Markers (Type 3)	4	ea.	\$125.00	\$500.00
Temporary Water Pollution Control	1	L.S.	\$2,000.00	\$2,000.00
Seeding	1	L.S.	\$1,000.00	\$1,000.00
Concrete Pavement Approach Slabs	72	S.Y.	\$180.00	\$12,996.00
Surfacing Material (AB-3)	20	Tons	\$38.00	\$760.00
Traffic Control	1	L.S.	\$2,500.00	\$2,500.00
Grand Total				\$174,156.04

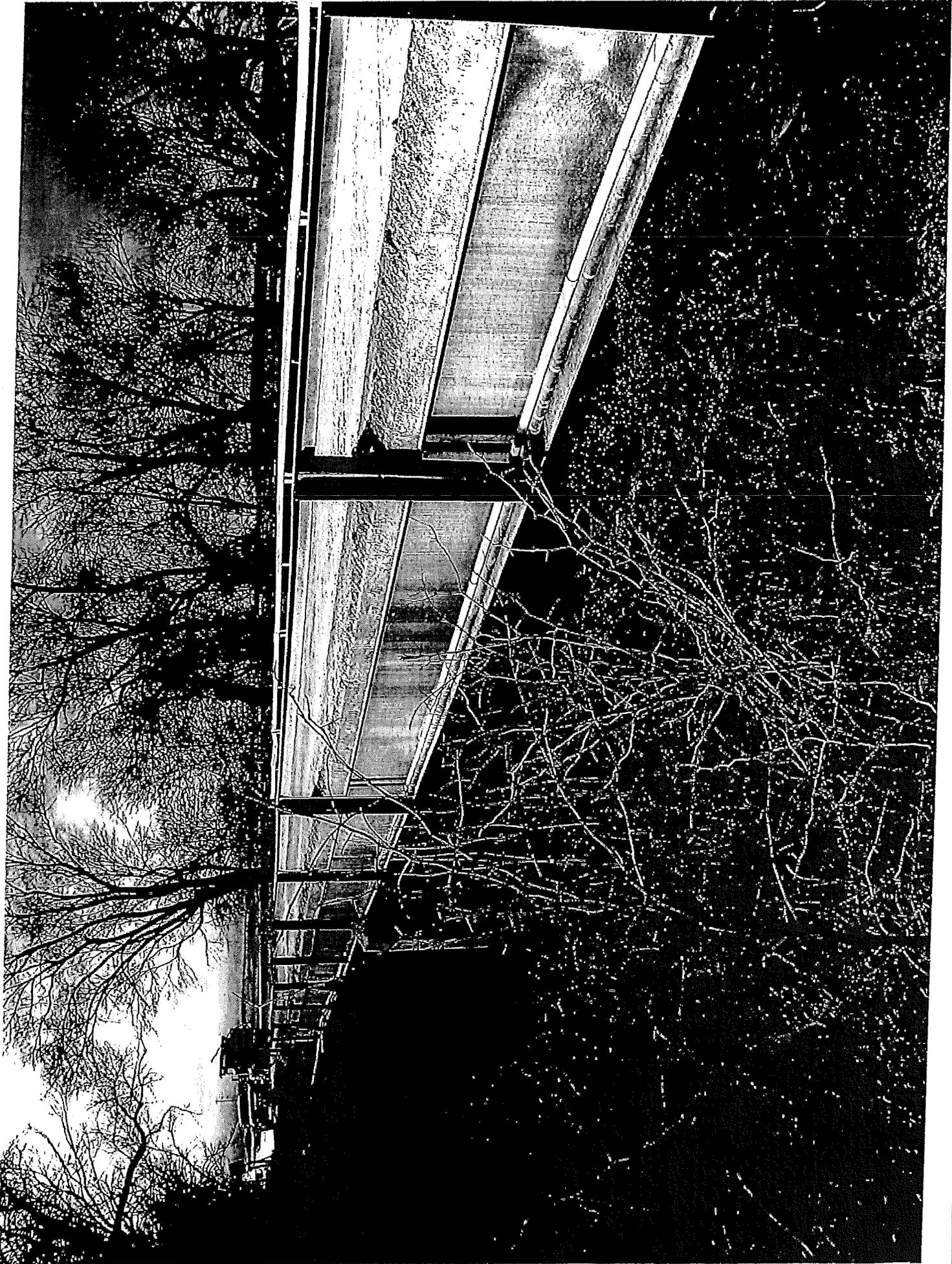
Ellis County FAS 350
Opinion of Probable Cost
Option B: 26' Composite Concrete Deck

ITEMS BY CONTRACTOR	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Mobilization	1	L. S.	\$10,000.00	\$10,000.00
Removal of Existing Structures	1	L. S.	\$7,000.00	\$7,000.00
Clearing and Grubbing	1	L. S.	\$2,500.00	\$2,500.00
Construction Staking	1	L.S.	\$4,000.00	\$4,000.00
Earthwork	1	L.S.	\$6,800.00	\$6,800.00
Structural Steel (A36)	3,400	Lbs.	\$4.00	\$13,600.00
Welded Stud Shear Connectors	2,400	ea.	\$4.00	\$9,600.00
Concrete (Grade 4.0)(AE)	90	Cu. Yd.	\$780.00	\$70,315.56
Reinforcing Steel (Gr. 60)	27,413	Lbs.	\$1.20	\$32,895.60
Steel Plate Guard Rail	100	L.F.	\$60.00	\$6,000.00
Guard Rail End Terminal (SRT)	4	ea.	\$2,200.00	\$8,800.00
Object Markers (Type 3)	4	ea.	\$125.00	\$500.00
Temporary Water Pollution Control	1	L.S.	\$2,000.00	\$2,000.00
Seeding	1	L.S.	\$1,000.00	\$1,000.00
Concrete Pavement Approach Slabs	72	S.Y.	\$180.00	\$12,996.00
Surfacing Material (AB-3)	20	Tons	\$38.00	\$760.00
Traffic Control	1	L.S.	\$2,500.00	\$2,500.00
Grand Total				\$191,267.16

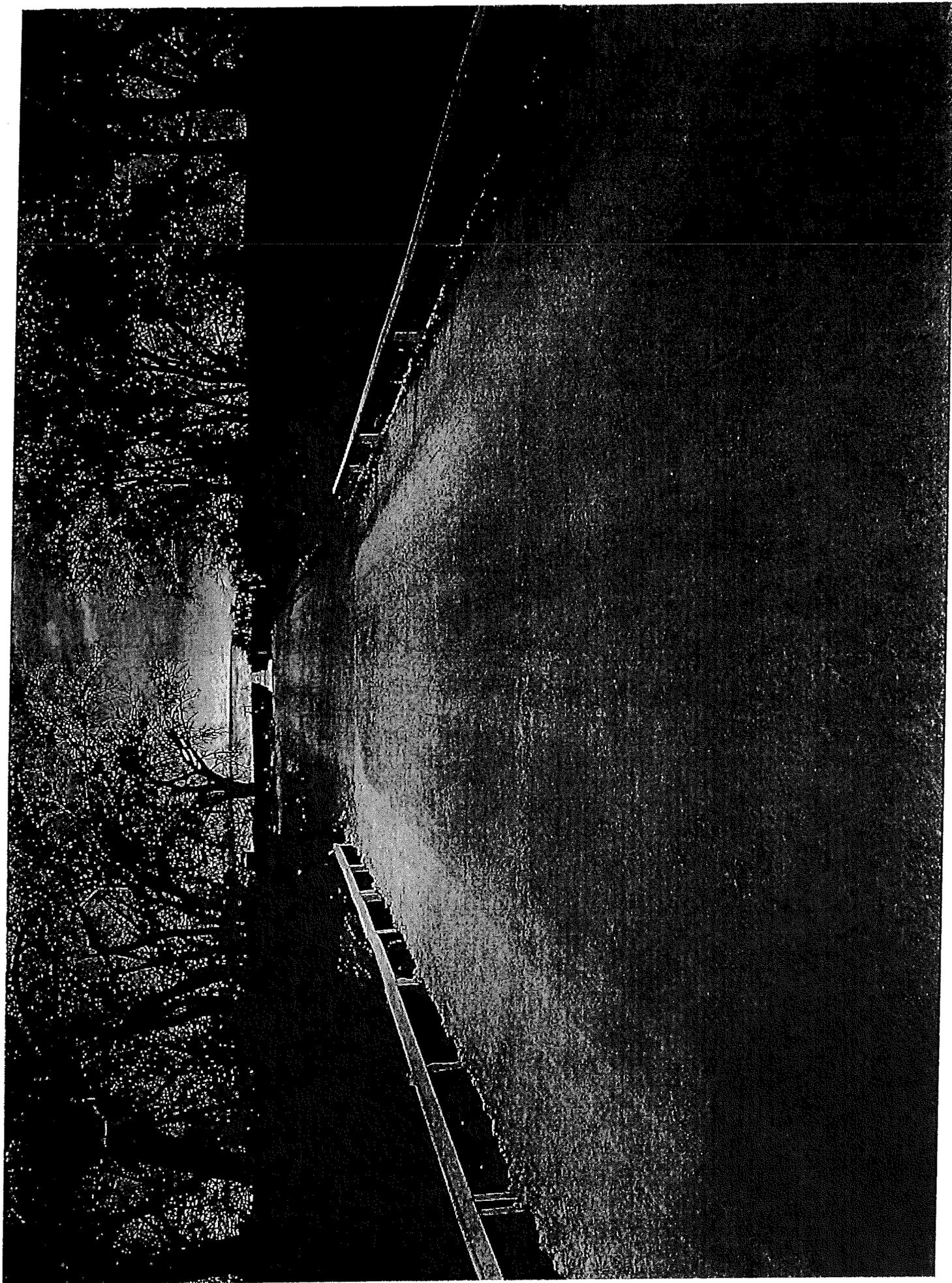
Ellis County FAS 350
 Opinion of Probable Cost
 Option C: 23' Corrugated Steel Deck

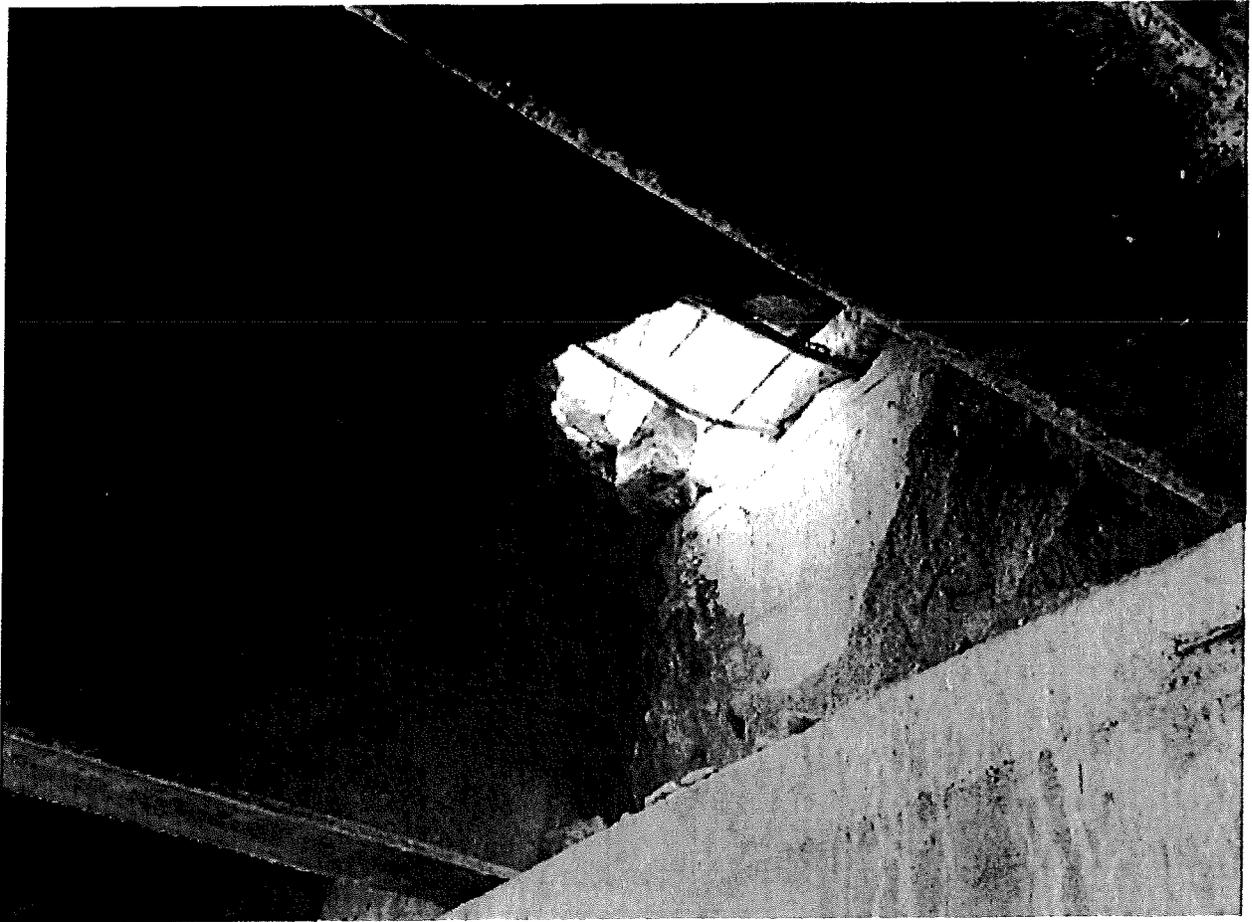
ITEMS BY CONTRACTOR	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Mobilization	1	L. S.	\$10,000.00	\$10,000.00
Removal of Existing Structures	1	L. S.	\$7,000.00	\$7,000.00
Clearing and Grubbing	1	L. S.	\$2,500.00	\$2,500.00
9 Ga. Corrugated Steel Deck Plank	26,500	Lbs.	\$2.00	\$53,000.00
HMA Commercial Grade (Class A)	115	Tons	\$90.00	\$10,350.00
Structural Steel (A36)	3,400	Lbs.	\$4.00	\$13,600.00
Steel Plate Guard Rail	490	L.F.	\$32.00	\$15,680.00
Object Markers (Type 3)	4	ea.	\$125.00	\$500.00
Temporary Water Pollution Control	1	L.S.	\$2,000.00	\$2,000.00
Seeding	1	L.S.	\$1,000.00	\$1,000.00
Surfacing Material (AB-3)	20	Tons	\$38.00	\$760.00
Traffic Control	1	L.S.	\$2,500.00	\$2,500.00
Grand Total				\$118,890.00

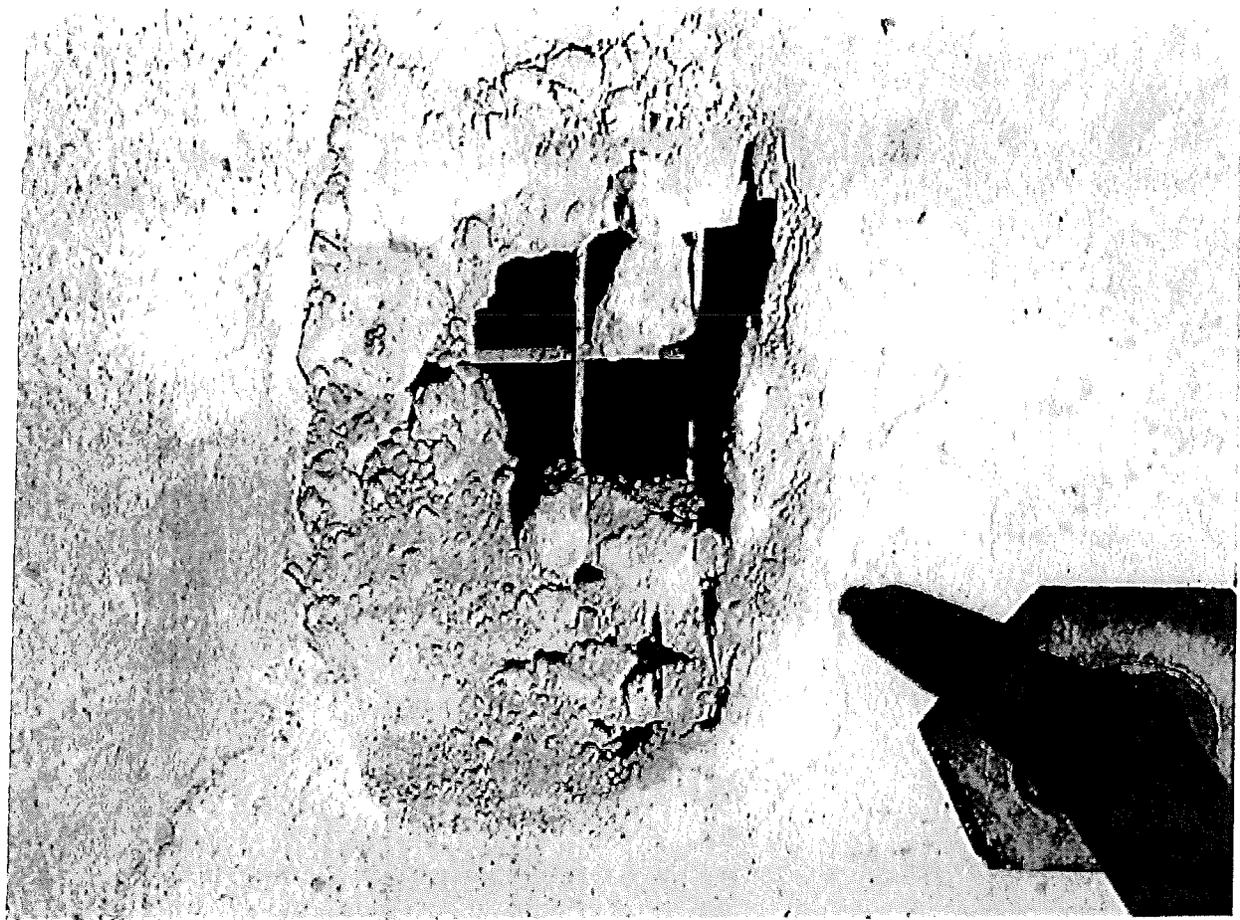
Approximate Load Limits									
	Inventory (Tons)			Operating (Tons)			Recommended Posting (Tons)		
	H	HS	3-3	H	HS	3-3	H	HS	3-3
Option A (with added bracing):	3.6	4.4	7.1	10.2	12.6	20.2	10	12	20
Option B (Composite):	17.9	21.9	34.8	29.9	36.6	58.2	Posting not Required		
Option C (with added bracing):	3.7	4.5	7.3	9.1	11.2	18.0	9	11	18



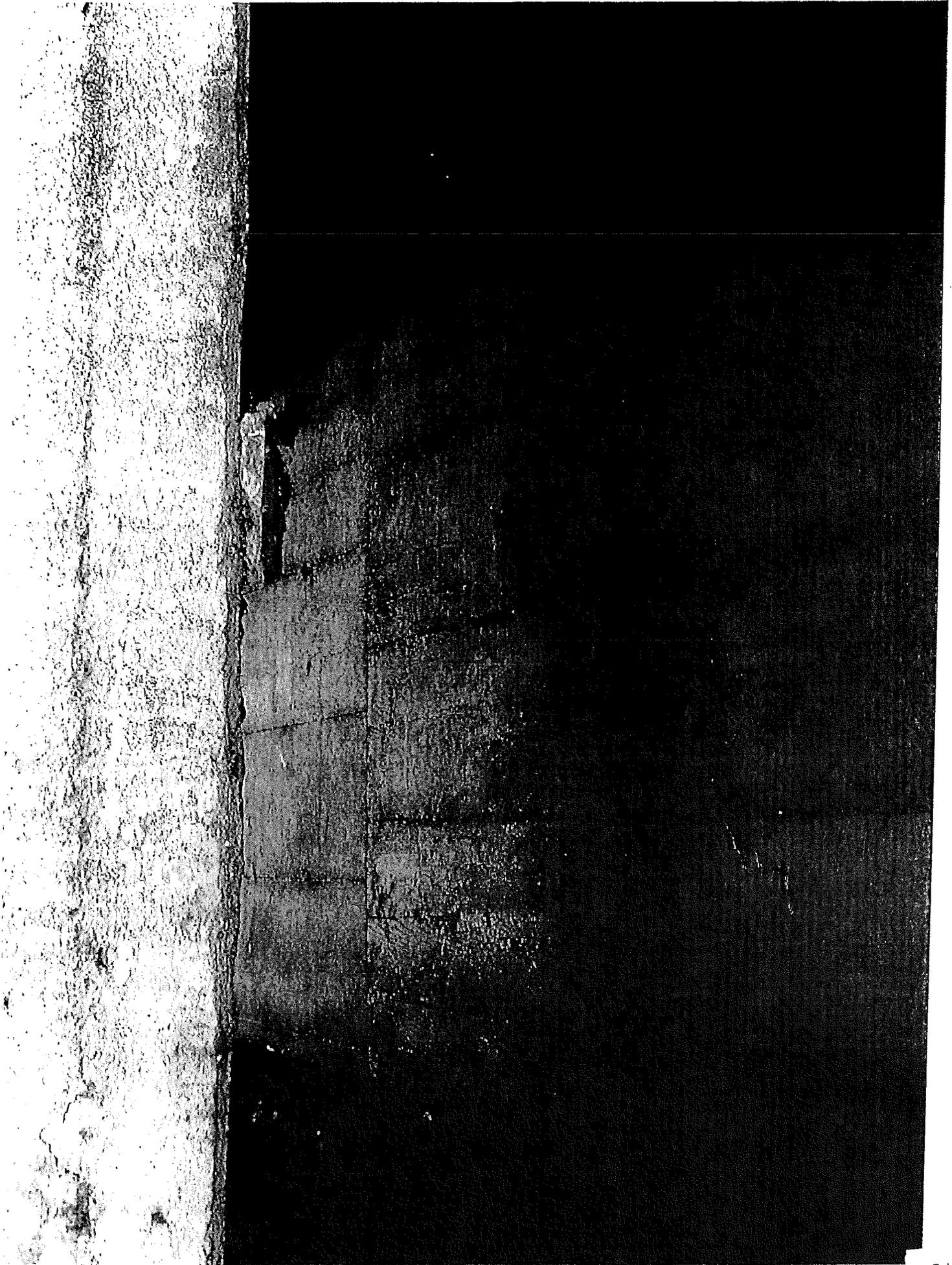


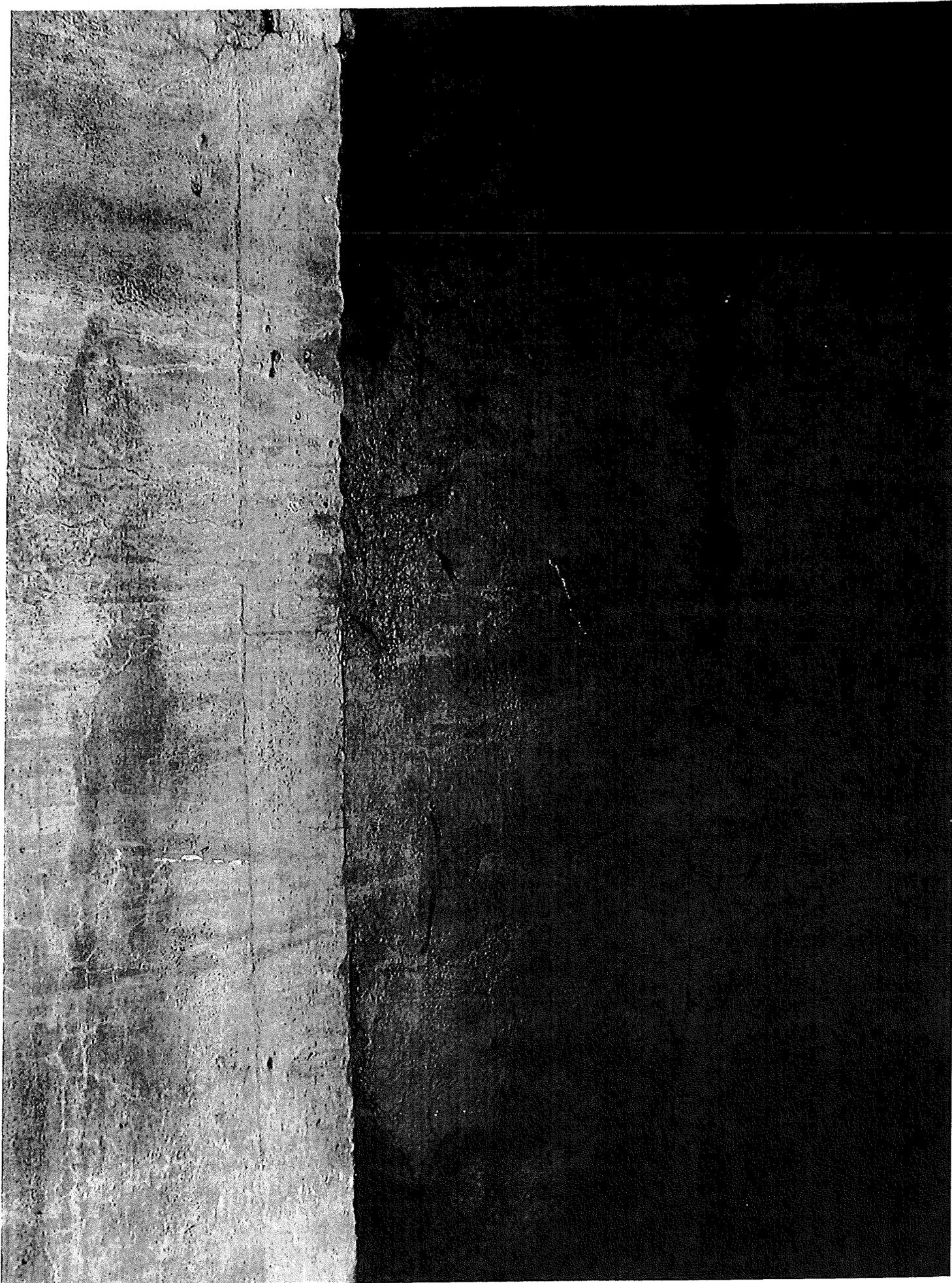












ADDENDUM to the Annual Certification Report

Ellis County

Appraisal Year 2015

List of persons who provided significant assistance to this mass appraisal:

Name	Description of appraisal role, service provided or staff position
Lisa Ree RMA	County Appraiser - Statistical Analysis – Staff Supervision
Eugene Rupp RMA	Deputy Appraiser - Staff Supervision – On-Site Data Collection
Robbie Graf	Oil Valuation
Michele Baalman	Ag Use and Cartography
Mike Weber	On-site Data Collection – Personal Property Valuation
Scott Stramel	On-site Data Collection
Nadine Herold	Ag Use and Cartography
Lynn Schmeidler	Personal Property Valuation – On-Site Data Collection
Celina Beilman	Administrative Assistant
Lucy Hutchison	On-site Data Collection

Ellis County Scope of Work Addendum

Final Modification to the Scope of Work: Disclosure Date: July 6, 2015

Changes to the Planned Scope of Work:

Background:

A. Client and Intended Users:

Marcy McClelland – 1st District Commissioner as of January 2015.

C. Date of Reported Values:

Appraisal assignment was completed on April 1, 2015. Change of Value Notices were mailed April 1, 2015

K. Results of Preliminary Testing:

The 2014 Ratio Study indicates the following:

Property Class	Median Ratio	COD
R	96.7	8.4
C	93.9	15.7

L. Model specification considered, data requirements, and model(s) chosen:

Land Valuations

Agricultural Market Value

The Agricultural Market Value was not derived from utilizing a market derived income capitalization rate. Market Value was determined by reviewing agricultural land sales and determining a price per acre based upon use and soil type.

Cost Approach

Data Requirements:

Manuals relating to collection of property characteristics are available on the PVD documents web-site. Ellis County specific collection standards can be found at K:/appraisr/Orion/Help & Hints/Data Collection & Entry.

Data Collection Procedures:

The data collection manuals are available on the PVD documents website. Ellis County specific collection standards can be found at K:/appraisr/Orion/Help & Hints/Data Collection & Entry.

Quality Assurance Process and Finding:

Quality assurance reports will be available for review and are located in the 2015 Reinspection files.

Cost Model Calibration:

We relied upon the replacement cost developed by Marshall & Swift and did not perform a comparison of actual construction costs.

Sales Comparison Approach:

Data Collection Procedures:

The data collection manuals are available on the PVD documents website. Ellis County specific collection standards can be found at K: /appraiser/Orion/Help & Hints/Data Collection & Entry.

Process Description:

For Tax Year 2015 only three market models were utilized.

Income Approach

Value Reconciliation:

Due to limited income and expense information, the cost approach was the default approach for commercial property values.

Results of Model Testing and Performance Measures Attained

The following is a summary of statistical performance measures in our major property class categories: Ratios calculated compare 2015 Total Value to 2014 Valid Sales. Also included is a comparison of Sale Price to Total Cost, Market Value, MRA Value and Index Value where applicable.

Class		Ratio Analysis				
		2015 Value	Cost	Market	MRA	Index
Residential	Median:	1.000	1.010	1.024	1.026	0.997
	COD:	11.5	11.0	8.0	10.3	10.5
Commercial	Median:	1.000	0.994			0.878
	COD:	12.7	33.9			12.5
Vacant	Median:	0.829	0.850			
	COD:	15.9	15.7			
Res-Urban	Median:	1.000	1.003	1.021	1.022	0.989
	COD:	14.5	30.3	34.7	64.2	22.1
Res-Rural	Median:	0.992	0.944	0.968	0.932	0.919
	COD:	7.7	14.0	11.5	13.1	19.9



Quote Proposal

Customer Number: 0110564122
Policy Number: A026659 00

Quoted Policy Term: 07/07/2015 to 07/19/2015
Date Quoted: 06/17/2015

Customer Name and Address:
 Ellis County Fair Association
 100 W 7th St
 Hays, KS 67601

Agency Name and Address: 15392
 INSURANCE PLANNING INC
 PO BOX 100
 HAYS, KS 67601
 785-625-5605

Thank you for the opportunity to provide a quote.

See below for a summary of premiums quoted. Refer to additional pages for more details.

This quote proposal is based on the underwriting and rating information provided to date, including deductibles and retention. Please keep in mind this quote proposal may be subject to additional rating, pricing or underwriting considerations, as well as to a loss prevention survey and compliance with its recommendations.

These rate levels and this quote proposal are valid for 60 days or until the proposed effective date, whichever comes first. 07/07/2015

Coverage Part	Premium
Commercial General Liability Coverage	\$3,296.00
Total Premium:	\$3,296.00
Total Including Taxes, Fees and Surcharges:	\$3,296.00

Parker Janes
 Phone: 608-410-3340 | Fax: 1-800-320-1622
 Email: pjanes@wbmi.com

**This quote proposal is not the insurance contract.
 Only the actual provisions of the issued policy will apply.**

TERRORISM RISK INSURANCE ACT REJECTION FORM

Customer Number: 0110564122
Policy Number: A026659
Policy Effective Date: 2015-07-07
Insured Name: Ellis County Fair Association
Agent Name: INSURANCE PLANNING INC
Agent Code: 15392

The disclosure notice required by the Terrorism Risk Insurance Act (the "Act") is attached to your policy as an endorsement. The premium for coverage against certified acts of terrorism as provided for by the Act is shown on the policy declaration pages.

You have the option to reject coverage under the Act. If you choose to reject coverage for certified acts of terrorism, this rejection form must be signed and returned to our office.

This form must be received by us within 30 days after the policy effective date if you desire to reject the coverage. If this form is not received within this time period, coverage against certified acts of terrorism will remain on this policy for the remainder of the policy term and you will be required to pay the applicable premium.

If a location(s) covered by this policy is located in a Standard Fire Protection state*, then the requirements for fire coverage, as to that location, are established by law and you cannot reject coverage for that location for fire losses resulting from an act of terrorism. The premium for fire coverage is shown separately on the policy declarations page. The premium for fire coverage applicable to a location in a Standard Fire Protection state will not be returned to you even if you indicate to us that you wish to reject coverage for certified acts of terrorism.

I understand and agree by signing below, that except for fire coverage on locations in Standard Fire Protection states, I have elected to reject coverage for certified acts of terrorism under the Terrorism Risk Insurance Act.

Policyholder's Signature

Date

If coverage against certified acts of terrorism is rejected, the endorsement removing this coverage will be processed using the policy effective date.

***Standard Fire Protection States:**

- Illinois (Property Coverages)
- Iowa (Property Coverages)
- Missouri (Property & Inland Marine Coverages)
- Wisconsin (Property & Inland Marine Coverages)



Binding Instructions

Customer Name: Ellis County Fair Association
Quote/Policy Number: A026659

Quoted Policy Term: 07/07/2015 to 07/19/2015

Thank you for choosing NSI, we appreciate your business! To ensure that we process your new business correctly, please help us verify the following information:

Effective Date: 07/07/2015

Expiration Date: 07/19/2015

Customer Care Agencies: Please issue this policy through Customer Care (circle one): **Yes No**

Please issue with the following Payment Plan Option (circle one):

Annual

10 Equal Payments

Semi-Annual

12 Equal Payments

Quarterly

Checks for down payment should be made payable to NSI and sent with your binding instructions to:

8401 Greenway Blvd – Suite 1100 Middleton, WI 53562

Premiums should be issued per line as follows:

General Liability	\$ <u>3,296.00</u>	Crime & Fidelity:	\$ _____
Property:	\$ _____	Business Auto:	\$ _____
Work Comp:	\$ _____	Inland Marine:	\$ _____
Umbrella:	\$ _____	Liquor Liability:	\$ _____
EPLI:	\$ _____	Directors and Officers:	\$ _____

* Note – Special Events, Hole In One, Games of Chance and Monoline Crime-Bonds must be paid in full at the time of binding.

Comments:

Loss History:

- Already submitted with the original application materials.
- Have been ordered from the previous carrier and will be forwarded upon receipt.
- Not applicable – no prior loss history available or this is a new business venture.

WB 2582 04 14



New Business - Quote Proposal

Commercial Lines Policy Declaration

Customer Number: 0110564122
Policy Number: A026659 00

Policy Period: 07/07/2015 to 07/19/2015
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Ellis County Fair Association
100 W 7th St
Hays, KS 67601

Agency Name and Address: 15392
INSURANCE PLANNING INC
PO BOX 100
HAYS, KS 67601
785-625-5605

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

Coverage Part	Premium
Commercial General Liability Coverage	\$3,296.00
Total Premium:	\$3,296.00
Total Including Taxes, Fees and Surcharges:	\$3,296.00

This is not a bill. A billing invoice will be sent separately.

See attached schedule for forms applicable to all coverage parts.

Countersignature _____

Date _____

(Authorized Representative)

Commercial Lines Policy Declarations

Customer Number: 0110564122
Policy Number: A026659 00

Policy Period: 07/07/2015 to 07/19/2015
 at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
 Ellis County Fair Association
 100 W 7th St
 Hays, KS 67601

Agency Name and Address: 15392
 INSURANCE PLANNING INC
 PO BOX 100
 HAYS, KS 67601
 785-625-5605

Location Schedule

Loc	Address	City	County	State	Zip
1	1334 Fairground Rd	Hays	Ellis	KS	67601



Commercial Lines Policy Declarations

Customer Number: 0110564122
Policy Number: A026659 00

Policy Period: 07/07/2015 to 07/19/2015
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Ellis County Fair Association
100 W 7th St
Hays, KS 67601

Agency Name and Address: 15392
INSURANCE PLANNING INC
PO BOX 100
HAYS, KS 67601
785-625-5605

Forms Schedule

Number	Edition	Description
IL0017Z	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL0985Z	0115	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
NS0037A	0204	FULLY EARNED PREMIUM
NS0040A	0604	NON-RENEWABLE POLICY
WB214A	0309	MEMBERSHIP AND VOTING NOTICE
WB660	0109	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
IL0261Z	0907	KANSAS CHANGES - CANCELLATION AND NONRENEWAL

This is not a complete representation of all forms that may be attached to your policy

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I	
Terrorism Premium (Certified Acts) \$	
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
If you have previously rejected coverage under this policy for Certified Acts of Terrorism under the Terrorism Risk Insurance Act, Coverage will remain excluded unless you request coverage within 30 days of the policy effective date.	
Additional information, if any, concerning the terrorism premium:	
SCHEDULE – PART II	
Federal share of terrorism losses 85% Year: 2015	Federal share of terrorism losses 84% Year: 2016
Federal share of terrorism losses 83% Year: 2017	Federal share of terrorism losses 82% Year: 2018
Federal share of terrorism losses 81% Year: 2019	Federal share of terrorism losses 80% Year: 2020
(Refer to Paragraph B. in this endorsement)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Commercial General Liability Coverage Declarations

Customer Number: 0110564122
Policy Number: A026659 00

Policy Period: 07/07/2015 to 07/19/2015
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Ellis County Fair Association
100 W 7th St
Hays, KS 67601-4429

Agency Name and Address: 15392
INSURANCE PLANNING INC
PO BOX 100
HAYS, KS 67601
785-625-5605

Insured is a(n) County Fair Board

Limits of Insurance

General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$500,000
Personal and Advertising Injury Liability Limit	\$500,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	Excluded

See attached Forms Schedule for forms and endorsements applicable to this coverage.

Commercial General Liability Classification Schedule

Customer Number: 0110564122

Policy Period: 07/07/2015 to 07/19/2015

Policy Number: A026659 00

at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:

Ellis County Fair Association
 100 W 7th St
 Hays, KS 67601-4429

Agency Name and Address:

INSURANCE PLANNING INC
 PO BOX 100
 HAYS, KS 67601
 785-625-5605

15392

Commercial General Liability Classifications

Loc	Class Code	Description	Exposure	Premium Basis	Rate	Premium	Coverage
1	70185	SPECIAL EVENTS- GROUP I-DAILY ATTENDANCE: 1500-3000	8	Days	410.429 Included	\$3,283 Included	Prem/Ops Prod/Co

Commercial General Liability Endorsements and Miscellaneous Premiums

Customer Number: 0110564122
Policy Number: A026659 00

Policy Period: 07/07/2015 to 07/19/2015
 at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
 Ellis County Fair Association
 100 W 7th St
 Hays, KS 67601-4429

Agency Name and Address: 15392
 INSURANCE PLANNING INC
 PO BOX 100
 HAYS, KS 67601
 785-625-5605

Endorsements

Description	Form Number	Premium
Contractual Liability Limitation	CG2139	0

Miscellaneous Premiums

Description	Form Number	Premium
Terrorism Risk Insurance Act		\$13

Total General Liability Premium: \$3,296

Commercial General Liability Forms Schedule

Customer Number: 0110564122
Policy Number: A026659 00

Policy Period: 07/07/2015 to 07/19/2015
 at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
 Ellis County Fair Association
 100 W 7th St
 Hays, KS 67601-4429

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Forms Schedule

Number	Edition	Description
CG0001	1207	COMMERCIAL GENERAL LIABILITY COVERAGE FORM (OCCURRENCE VERSION)
CG0068	0509	RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION
CG0109	1185	KANSAS AND OKLAHOMA CHANGES - TRANSFER OF RIGHTS
CG2101	1185	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS
CG2135	1001	EXCLUSION - COVERAGE C - MEDICAL PAYMENTS
CG2139	1093	CONTRACTUAL LIABILITY LIMITATION (FOR USE WITH CGL AND PRODUCTS POLICIES)
CG2144	0798	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CG2147	1207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
NS0013	0499	EXCESS PROVISION
NS0029GL	0414	EXCLUSION - DISCRIMINATION
NS0031	0608	EXCLUSION - DESCRIBED HAZARDS FIREWORKS
NS0034GL	0414	LIMITATION OF COVERAGE TO SCHEDULED EVENTS, ACTIVITIES OR OPERATIONS
NS0035GL	0414	EXCLUSION - ASSAULT AND BATTERY
NS0076GL	0414	TOTAL LIQUOR LIABILITY EXCLUSION

This is not a complete representation of all forms that may be attached to your policy

Commercial General Liability Forms Schedule

Customer Number: 0110564122
Policy Number: A026659 00

Policy Period: 07/07/2015 to 07/19/2015
 at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
 Ellis County Fair Association
 100 W 7th St
 Hays, KS 67601-4429

Agency Name and Address: 15392
 INSURANCE PLANNING INC
 PO BOX 100
 HAYS, KS 67601
 785-625-5605

Forms Schedule

Number	Edition	Description
NS0156GL	0414	EXCLUSION - DESCRIBED HAZARDS-MECHANICALLY OPERATED AMUSEMENT DEVICES
NS0273	0708	LIMITED FUNGI COVERAGE
NS0295	0107	DEDUCTIBLE LIABILITY INSURANCE
WB1468GL	0414	EXCLUSION - ASBESTOS OR ASBESTOS PRODUCTS
WB1958GL	0414	EXCLUSION - LEAD LIABILITY
NS0351	0210	KANSAS ABUSE OR MOLESTATION EXCLUSION

This is not a complete representation of all forms that may be attached to your policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations:

Any and All

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

All Locations and Operations

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

- 1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply; and

- 2. The following is added to Section I – Supplementary Payments:

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO DESIGNATED
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises: Only Locations Shown on the Declarations
Project:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	
	PER CLAIM	PER OCCURRENCE
Bodily Injury Liability OR Property Damage Liability OR Bodily Injury Liability and/or Property Damage Liability Combined	\$250	\$2,500

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

1. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
2. The deductible amount stated in the Schedule above applies as follows:
 - a. The **PER CLAIM** deductible amount applies as follows:
 - (1) Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - (2) Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - (3) Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:

- (a) "Bodily injury";
- (b) "Property damage"; or
- (c) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

- b. The **PER OCCURRENCE** deductible amount, if any, applies as follows:

This is the maximum deductible amount that will apply as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

3. The terms of this insurance, including those with respect to:
 - (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties in the event of an "occurrence", claim, or "suit"
apply irrespective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO SCHEDULED
EVENTS, ACTIVITIES OR OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

SCHEDULE

Date/Description of Events, Activities or Operations/Location:

07/07/2015-07/19/2015/Ellis County Fair & Music Concert/1334 Fairground Rd, Hays, KS 67601

1. This insurance only applies to "bodily injury" or "property damage" arising out of the events, activities or operations shown in the Schedule.
2. The **Other Insurance** Condition is replaced by the following:
This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)