



COUNTY COMMISSION

Monday, October 5, 2015

5:00 PM Following Public Building Commission Meeting
Ellis County Administrative Center – Commission 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 September 28, 2015

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. 4-H and Youth Extension Agent Susan Schlichting
- VI. Comprehensive Plan Implementation goals (Planning and Zoning Board Chairman Dave McDaniel and Zoning Administrator Karen Purvis) enclosure [Enclosure](#)
- VII. Public hearing regarding sale of Ellis County Rural Fire Property at 1208 Cedar St, Hays (Rural Fire Chief Darin Myers) [Enclosure](#)
- VIII. Rural Fire Consolidation (Rural Fire Chief Darin Myers)
- IX. Engineering Services Agreement for Highway 40 Project Agreement; Yocemento to Ellis (Public Works Interim Director Curt Hoffman) [Enclosure](#)
- X. Engineering services for inspection of the OS 593.9-444.0 Bridge Replacement (Public Works Interim Director Curt Hoffman) [Enclosure](#)
- XI. Bids on cabling for the Courthouse and Law Enforcement Project (Information Technology Director Mike Leiker)
- XII. County Commission Reports
- XIII. Executive Session
- XIV. Adjournment

6 Short Term Goals of the Comprehensive Plan Implementation

2015 Annual Report of the Joint Planning Commission

1. Minimize the use of Conditional Use Permits within the zoning ordinance to ensure consistent application of land use policy.

The current zoning regulations in place mandating use of a Conditional Use Permit (CUP) are working as intended. During 2013, two CUPs were completed and in 2014 one CUP was completed. Therefore, we feel the Conditional Use Permits are being kept to a minimum under current zoning regulations.

2. Best practices in stormwater management should be applied to all new subdivisions and when possible existing plats should be modified.

Section 5-102(2) and Section 4-107 of the Ellis County Subdivision Regulations pertain to this goal. A subdivision plat is required to have a stormwater plan. There has been minimal activity concerning the existing subdivision developments in the county. Any construction activity within a current subdivision is monitored by the Zoning Administrator through floodplain and wastewater regulations. We feel the subdivision regulations currently in place adequately address this goal.

3. New commercial or light industrial operations in Schoenchen should be buffered from existing and future developments. Appropriate modification to the zoning ordinance, as needed.

Any new commercial or light industry business would require a Conditional Use Permit under our current zoning regulations. There have been no CUPs for this area to report. The board is aware of this recommendation and feel the Conditional Use Permit regulations in place address this area.

4. Development densities in Development Districts should allow for large lot subdivisions. Modification of existing zoning ordinance will be needed.

The current environmental code and state regulate the minimums required for these areas. With the current drought, and water issues any new development is unlikely. In addition most places which are not developed that would fall within this category are on rock and would be unsuitable. Therefore the board does not feel any modification of our zoning regulations would be necessary.

5. Zoning regulations should be modified to protect farm operations as the primary use in the Agricultural Districts.

The zoning regulations currently in place protect the agricultural districts. Our divisions try to keep land in agricultural use by not having smaller lot sizes. The zoning regulations are already accomplishing these objectives.

6. Zoning regulations should be modified to encourage farming and energy uses as the primary land uses in the Agricultural and Energy District.

The board recommends to revise the Comprehensive Plan to reflect the definitions of districts as already set out in our zoning regulations. This would be consistent with our current and longstanding Ellis County district definitions.

(Published in the *Hays Daily News* on September 27, 2015)

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is hereby given that on October 5, 2015, the Board of County Commissioners of Ellis County, Kansas will hold a public hearing at the Ellis County Administrative Center, 810 Main, Hays, Kansas at 5:00 p.m. to consider whether or not the Board of County Commissioners of Ellis County, Kansas shall sell to P & W Commercial Investments, LLC, a Kansas Limited Liability Company, real estate located at 1208 Cedar Street, Hays, Kansas, being the location of Ellis County Rural Fire Department for the sum of \$136,900.00 being the highest bid received upon sealed bids.

As provided in K.S.A. 19-211, the above described sale will be discussed and considered by the Board of County Commissioners of Ellis County, Kansas and all persons interested in said matter will be heard at this time concerning their views and wishes; and all matters concerning the sale of said real estate will be presented and considered by the Commissioners.

Dated this 22nd day of September, 2015.



Donna J. Maskus, Ellis County Clerk

REAL ESTATE PURCHASE AGREEMENT

This Agreement made and entered into this 5th day of October, 2015, by and between the **Board of County Commissioners of Ellis County, Kansas**, hereinafter called "Seller" and **P & W Commercial Investments, LLC**, a Kansas Limited Liability Company, hereinafter called "Buyer",

WITNESSETH:

Whereas, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller all of the following described real estate situated in Hays, Ellis County, Kansas, to-wit:

The West 111 feet of Lot Nine (9) in Block Two (2), BRUMITT
SUBDIVISION to the City of Hays, Ellis County, Kansas

pursuant to the following terms and conditions, to-wit:

1. **Purchase Price.** The purchase price shall be the sum of One Hundred Thirty-six Thousand Nine Hundred Dollars (\$136,900.00) which shall be paid in full at the time of closing.
2. **Title.** Seller agrees to obtain a title insurance policy commitment covering the above described property which title insurance policy shall evidence merchantable title in Seller. Buyer shall have a reasonable time to examine such policy commitment and Seller shall have a reasonable time after such examination within which to remedy or cure any title defects shown thereon. In the event of a complete failure of title, Buyer may rescind this agreement. The Title Standards of the Kansas Bar Association shall apply if and when necessary. The parties shall equally contribute toward the cost of the title insurance policy.
3. **Closing.** Closing shall take place within 20 days from approval of title. Closing may be extended upon mutual agreement of the parties. At closing Seller shall deliver to Buyer a Warranty Deed of Conveyance in and to the property containing the usual warranties of title free and clear of all mortgages, liens and encumbrances and Buyer shall pay the purchase price in the amount of One Hundred Thirty-six Thousand Nine Hundred Dollars (\$136,900.00). The parties shall equally contribute toward all closing costs.
4. **Real Estate Taxes.** Seller shall be responsible for all real estate taxes, if any, prior to the date of closing. Taxes from and after the date of closing shall be the responsibility of Buyer.
5. **Possession.** Buyer shall be entitled to possession of the property as of the date of closing.
6. **Real Estate Commission.** It is understood and agreed that no real estate commission is due and owing on this sale and each party agrees to indemnify and hold the other harmless from any liability for a commission as a result of their respective actions.

7. ***Binder.*** It is understood and agreed that this agreement shall extend to and be binding upon the assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

SELLER:

**Board of County Commissioners
of Ellis County, Kansas**

By _____
Martha L. McClelland, Chair

BUYER:

P & W Commercial Investments, LLC

Steve Paul, member

Robert Wertenberger, member



KAW VALLEY ENGINEERING, INC.

Office: 785.762.5040
Fax: 785.762.7744
Web: www.kveng.com
Address: 2319 N. Jackson
P.O. Box 1304
Junction City, KS 66441

September 18, 2015

E14D1066

Mr. Curt Hoffman, Interim Public Works Director
Ellis County Public Works
1195 280th Avenue
Hays, KS 67601

**RE: Proposal for Construction Engineering Services
OS 593.9-444.0 Bridge Replacement**

Dear Mr. Hoffman,

Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for providing construction engineering services on the above referenced project. As per your email request, we have developed the following line item fee proposal for all required items of work on this bridge replacement project under KDOT's Local Bridge Improvement Program guidelines and requirements:

- | | |
|---|-------------|
| 1. Construction Staking (includes truck mileage)..... | \$ 1,960.00 |
| 2. Periodic Construction Inspection (includes truck mileage)..... | \$ 3,880.00 |
| 3. Materials Testing..... | \$ 1,200.00 |
| Total Fee for Itemized Professional Services = \$ 7,040.00 | |

The inspection and testing work shall be performed by KDOT pre-qualified technicians in accordance with KDOT's Standard Specifications for Road & Bridge Construction. Any line items not performed will not be invoiced, and any additional services desired beyond the scope of this proposal shall be negotiated upon request. Thank you very much for this opportunity to provide services to Ellis County and for your consideration of this proposal. If you are in acceptance of this proposal, please sign below and forward a scanned copy by email to mecullough@kveng.com.

Sincerely,

Chad D. McCullough, P.E.
Project Manager

Owner: ELLIS COUNTY PUBLIC WORKS

By: _____
Curt Hoffman, Interim Public Works Director

Date: _____



ADDENDUM NO. 1

AGREEMENT FOR ENGINEERING SERVICES

This Addendum No. 1 amends the Agreement for Engineering Services dated June 3, 2013 for Project No. 13-1262M Old Hwy 40 from Ellis to Yocemento between Ellis County, Kansas (CLIENT) and BG Consultants, Inc. (CONSULTANT).

WHEREAS the project has been let to contract to be constructed by APAC-Kansas and Sporer Land Development, Inc. and will be constructed in the 2015-2016 construction season:

WHEREAS the CLIENT requests that the CONSUTLANT provide construction Engineering services for the construction of the project:

IT IS AGREED by and between the two parties afore said as follows:

ARTICLE I SCOPE TO BE PROVIDED BY CONSULTANT

- 1. Provide full time construction administration and observation services by LPA certified project manager.
2. Observe and document construction activities.
3. Conduct sieve analysis of dry aggregate for asphalt.
4. Construct concrete test cylinders for each concrete pour.
5. Provide payment vouchers to the CLIENT for work completed by the contractor.
6. Provide final payment voucher at the completion of the project with recommendation for project acceptance.

ARTICLE II MAXIMUM FEE FOR CONSTRUCTION ENGINEERING

- Construction Observation (Est. 12 weeks)
Project Manager- Reg. Time 480 Hrs. @ \$24.00 = \$11,520.00
Over Time 100 Hrs. @ \$36.00 = \$3,600.00
• Materials Testing and Sieve Analysis
Technician- Reg. Time 20 Hrs. @ \$22.00 = \$440.00
• Pay Estimates Final Pay Quantities, Project Close Out
Principal in charge - 20 Hrs. @ \$50.00 = \$1,000.00

Total Salary \$16,560.00
Plus Overhead 192% \$31,795.20

Total Salary plus OH \$48,355.20
Plus 15% Profit \$ 7,253.28



Plus expenses 48 days @ \$110.00 \$ 5,280.00
Total Maximum Fee \$60,888.48

ARTICLE III MUTUAL AGREEMENTS

It is Mutually Agreed by the Parties Hereto:

1. Items contained within the original agreement remain unchanged by this Addendum.
2. Actual Fee will be consultants actual cost plus 15% with the maximum Fee equal \$60,888.48

IN WITNESS WHEREOF, the parties have executed this Addendum in duplicate this 5th
day of October, 2015.

CONSULTANT:

BG Consultants, Inc.

By: Thomas L. Bennett

Printed name:

Thomas L. Bennett

Title: Vice President

CLIENT:

Ellis County, Kansas

By: _____

Printed name:

Martha L McClelland

Title: Chair, Ellis County
Commission

END OF ADDENDUM NO. 1

