



# COUNTY COMMISSION

Monday, November 16, 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

November 9, 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. Extension Service Report (Stacy Campbell)
- VI. 2015 Budget Transfers (Treasurer Ann Pfeifer & County Clerk Donna J Maskus)
- VII. Discussion for Solid Waste Hauling Agreement & Disposal Service Agreement (Public Works Interim Director Curt Hoffman) [Enclosure](#)
- VIII. Discussion, inspection and possible purchase of 7700 JD tractor on Purple Wave, and a sealed bid for a digger derrick from Midwest Energy (Public Works Interim Director Curt Hoffman)
- IX. Public Hearing regarding sale of Emergency Services Property at 1009 Cody St (County Counselor Bill Jeter) [Enclosure](#)
- X. Joe F Dolezal/El Charro Convenience Store Cereal Malt Beverage License [Enclosure](#)
- XI. Richard Guffey/Fort Hays Golf Shop Cereal Malt Beverage License [Enclosure](#)
- XII. October Financial Report
- XIII. County Counselor Report (County Counselor Bill Jeter)
- XIV. County Commission Reports
- XV. Executive Session
- XVI. Adjournment



Solid Waste Hauling and Disposal Contracts

Korinna Parker

to:

choffman

11/10/2015 11:23 AM

Cc:

rick

Hide Details

From: "Korinna Parker" <kparker@eaglecom.net>

To: <choffman@ellisco.net>

Cc: <rick@ellisco.net>

Curt: I have again reviewed the Solid Waste Hauling Services Agreement and the Disposal Service Agreement. I would summarize the terms of said agreements as follows:

**Solid Waste Hauling Services:** This Agreement with Inner Circle Trucking, LLC is for a 5 year period beginning April 1, 2011 and therefore would terminate on April 1, 2016. The Agreement does not provide for any renewal term and therefore should be renegotiated before the end of the term. There is no requirement for providing notice of termination.

**Disposal Service Agreement:** This Agreement with Waste Connections, Inc. is for a period of 5 years from April 1, 2011. The initial term shall automatically renew for additional one year terms unless either party provides notice to terminate not less than 60 days prior to the expiration of any such term. The disposal rate shall increase 4% per year for each additional year of the contract.

If you have any other questions or concerns, please advise.

Bill Jeter

Korinna Parker  
Legal Assistant  
Jeter Law Firm, LLP  
P.O. Box 128, Hays, KS 67601  
(785) 628-8226  
(785) 628-1376 (fax)  
kparker@eaglecom.net



WASTE CONNECTIONS INC.  
*Connect with the Future*

## DISPOSAL SERVICE AGREEMENT

This Disposal Service Agreement (this "Agreement") is entered into as of the ..... Day of ..... 2011, by and between the Ellis County, KS, a municipal corporation with an office at 1195 280<sup>th</sup> Ave., Hays, Kansas (hereinafter referred to as "Customer"), and Finney County Landfill, Inc., a subsidiary of Waste Connections, Inc., with an office at 1250 S Raceway Rd., Garden City, Kansas (hereinafter referred to as "FCL")

### ARTICLE I DESIGNATED WASTES

During the term of this Agreement, subject to any periodic quantity or other limitation imposed by applicable federal, state, local or administrative law, rule, regulation, ordinance, permit (including, but not limited to, FCL's municipal solid waste permit with the Kansas Department of Health and Environment ("KDHE")) or otherwise, FCL shall receive and dispose of all the solid waste, excluding radioactive, volatile, highly flammable, liquid, explosive, toxic, infectious, pathological or hazardous waste ("Municipal Solid Waste"), delivered by Customer to the Finney County Landfill (the "Disposal Site"), and Customer shall deliver all of the Municipal Solid Waste it collects, or contracts with third parties to have collected, to the Disposal Site. The term "hazardous waste" as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and applicable state and local law.

Where requested by FCL, Customer shall, in addition to any labeling, placarding, marking, manifest or other such documentation required by law, provide FCL in advance, with a representative sample of the Municipal Solid Waste to be disposed at the Disposal Site and a detailed written physical and chemical analysis of the Solid Waste, including a listing of unique chemical characteristics and safety procedures, if any, that would be of material significance to the handling of such Municipal Solid Waste (together, a "Waste Profile"). Customer shall promptly furnish to FCL any information regarding known, suspected, or planned changes in composition of such Municipal Solid Waste, and Customer shall update the applicable Waste Profile accordingly. Customer warrants that all Municipal Solid Waste specified in a Waste Profile and delivered to FCL shall conform to the description set forth on the Waste Profile.

### ARTICLE II TITLE

Title to the Solid Waste delivered by Customer to the Disposal Site shall be transferred to and vest in FCL at the time the Municipal Solid Waste is fully unloaded at the working face of the Disposal Site and Customer's vehicle has departed such working face. Prior thereto, title to the

It shall constitute an "Event of Default" under this Agreement if either party breaches this Agreement or defaults in the performance of any of its obligations contained herein, and such breach or default shall continue for a period of thirty (30) days (ten (10) days in the event of nonpayment of amounts due and owing by Customer) after the breaching/defaulting party's receipt of written notice from the other party specifying such breach or default and requiring it to be remedied; provided, however, that if any such breach or default (except the nonpayment of amounts due and owing by Customer) cannot with due diligence be remedied by the breaching/defaulting party within such thirty (30) days, and such party commences to remedy such breach or default within such thirty (30) day period and thereafter prosecutes such remedy with reasonable diligence, the period of time for remedy of such breach or default shall be extended so long as the breaching/defaulting party prosecutes such remedy with reasonable diligence, but in no event beyond sixty (60) days after receipt of the default notice. Following the occurrence of any Event of Default, the non-breaching party/defaulting party may terminate this Agreement and/or exercise any other remedy it may have under this Agreement, applicable law and principles of equity.

#### ARTICLE VI PAYMENT

Customer agrees to make payment within ten (10) days after receipt of invoice, which payment shall be submitted to the FCL office on such invoice.

#### ARTICLE VII INDEMNITY

Customer hereby agrees to indemnify and hold FCL and its employees and agents harmless from and against any and all loss, damage, liability, or expense (including, but not limited to, reasonable attorneys fees and related costs) arising out of any claim for loss of damage to property, including FCL's property, and injuries to or death of persons, including Customer's or FCL's employees, caused by or resulting from the negligence or willful misconduct, breach of this Agreement or violation of any federal, state or local laws or regulations by Customer or its employees, agents or elected officials, or the delivery to the Disposal Site pursuant to this Agreement of waste excluded from the definition of Municipal Solid Waste.

FCL hereby agrees to indemnify and hold Customer and its employees, agents and elected officials harmless from and against any and all loss, damage, liability, or expense (including, but not limited to, reasonable attorney fees and related costs) arising out of any claim for loss of or damage to property, including Customer's property, and injuries to or death of persons, including FCL's or Customer's employees, to the extent caused by or resulting from the negligence or willful misconduct of FCL, its employees or agents or FCL's violation of any federal, state or local laws or regulations.

#### ARTICLE VIII FORCE MAJEURE

*{Signature Page Follows}*

**EXHIBIT A**

**RATES FOR SOLID WASTE DISPOSAL**

There will be a disposal rate of \$16.00 per ton for the first year. An increase of 4% per year will be added for the remainder of the contract. The increase will be effective on the annual anniversary of the contract.

## AGREEMENT FOR SOLID WASTE HAULING SERVICES

This agreement made and entered into by Ellis County, Kansas, hereinafter called the "COUNTY" and "Inner Circle Trucking, LLC", hereinafter, called the "HAULER":

WITNESSETH:

Whereas, the COUNTY is authorized and empowered to contract with the HAULER for the purpose of obtaining municipal solid waste transportation services,

And whereas, the HAULER is a legal incorporated business entity and is licensed and insured in the State of Kansas in accordance with all requirements and regulations for transportation of municipal solid waste.

It is heretofore agreed by and between the two parties aforesaid as follows:

### **Section A -- Services and Responsibilities of the HAULER**

The HAULER shall, upon receipt of written notice of agreement from the COUNTY, arrange for and provide necessary documents, equipment, and personnel to perform the transportation of municipal solid waste to Finney County Landfill-Western Plains, operated by Waste Connections, beginning April 1, 2011 set forth as follows:

#### **1) Documentation**

The HAULER, by entering this agreement, certifies that the following arrangements and statements detailing equipment, service, and financing are true and correct;

- a) The HAULER shall provide a general operations plan including operational make-up (company drivers vs. independents), implementation plan for service, and company management designated contact.
- b) The HAULER shall provide a written and COUNTY approved contingency plan 30 days prior to commencement of service.

Furthermore, the HAULER shall provide to the COUNTY within (30) thirty days of agreement:

- c) A copy of comprehensive general liability insurance in the amount of \$1,000,000 as set forth in the Request for Proposal.
- d) A list of personnel, subcontractors, suppliers, and lenders authorized to perform in conjunction with this contract.
- e) Written assurances and arrangements from other parties or subsidiaries detailing support and backup.
- f) Equipment ownership arrangements, identification, and status relative to subcontractors and suppliers.

The HAULER further agrees to provide annual updated and current insurance certification no later than April 1st of each calendar year of the contract, and provide updated documentation of any changes in personnel, subcontractors, or ownership arrangements of equipment within 30 days of the change.

**2) Equipment**

The HAULER shall provide all required equipment, including (2) tractors/trucks, with additional tractors/drivers as volume warrants to perform drop and hook operations at the COUNTY facility for use in transferring waste to Finney County Landfill. HAULER shall cause the unloading to occur at the destination. HAULER agrees that the COUNTY shall have the right to restrict use of any primary or backup equipment considered to be unsuitable for use at the Ellis County Transfer Facility.

The HAULER shall also provide (2) new walking floor trailers identified as per Attachment "A" to be used solely and exclusively for the purpose of transporting municipal solid waste under the terms of this agreement.

**3) Service**

The HAULER shall:

- a) Have adequate and sufficient trucks available at the transfer facility to prevent waste stockpiling in the transfer facility from exceeding 46 tons, with the exception of inclement weather conditions preventing

the departure or return of transfer units in a safe manner or in the event of incoming tonnage exceeding 120 tons on a given day. In the event of inclement weather conditions, HAULER shall immediately notify COUNTY transfer station personnel of the delay.

- b) Deliver waste in compliance to all regulations relative to solid waste transportation and in a manner which does not adversely affect COUNTY service level.
- c) Not alter any municipal solid waste load in any manner without prior approval or arrangement, with the COUNTY.
- d) Notify the COUNTY, in writing, within 48 hours of any incidence of property damage or loss or personal injury resulting from the transportation of waste from the transfer facility to Finney County Landfill.
- e) Provide alternative equipment and personnel to perform transportation services in the event of primary equipment failure or personnel loss within 24 hours of primary equipment failure or personnel loss.
- f) Provide all permits and fees necessary for transportation of solid waste.
- g) In conjunction with HAULER personnel, comply with COUNTY standards and policies for general conduct related to the general public and to COUNTY employees.

**Section B -- Responsibilities of the COUNTY**

The COUNTY shall provide information, access, loading/equipment, and compensation as follows:

**1) Information**

- a) Required documentation necessary for transportation of each specific load of municipal solid waste originating from the COUNTY transfer facility.
- b) Scale tickets for recordkeeping, billing, and compensation purposes.

**2) Access**

- a) Suitable county roads allowing access to the transfer facility location as well as on-site roads.

- b) Site access to HAULER as needed in the performance of the transportation contract.
- c) Additional access shall be by COUNTY consent per specific occasion.

### 3) Loading/Equipment

- a) Waste inspection and loading into transportation vehicle at transfer facility.
- b) Provide personnel and equipment necessary for trailer loading, tarping, and staging during standard operational hours and as determined appropriate and necessary by the COUNTY on a case-by-case basis for other instances.
- c) Load trailers in such a manner to assure compliance to legal weight limitations.
- d) Assume possession and title responsibility for waste transferred by HAULER from the COUNTY Transfer Facility to the disposal facility.

### 4) Compensation

The COUNTY agrees to compensate the HAULER for municipal solid waste transportation from the COUNTY transfer facility to Finney County Landfill at the rate of \$20.38 per ton, based on the RFP base rate for fully-loaded diesel of \$2.50 per gallon. Adjustment will be initially calculated at the commencement of hauling services. Pricing for fuel escalator shall increase or decrease by 1.0% for every 5-cent increase or decrease in the price of diesel fuel above or below the threshold price of \$2.50, determined at the start date, with the provision that fuel adjustment decreases shall not extend below the price of \$2.20 per gallon. Calculations each subsequent month shall be made the first of each month, based upon the United States Department of Energy National Average PADD 2 - Midwest. Payment for waste hauled each month shall be based on the calculated adjustment from the first of the month. Payment will be made on or about the (1st) first of each month based on invoices and records received by the COUNTY to coincide with the standard established bookkeeping schedule for the COUNTY.

The COUNTY further agrees to compensate the HAULER \$4.25 per ton for which the HAULER will provide two (2) new walking floor trailers as herein described:

Two (2) new Wilkens MFG 2011 walking floor trailers with the following specifications; 102 inches wide and 53 feet in length on a spread axle frame, smooth exterior sides and tarps.

**Section C -- Grievance Procedure**

Grievances or complaints, of COUNTY or HAULER with respect to the interpretation or application of the Agreement for Solid Waste Hauling Services including the issuance of written warnings shall be administered as follows:

Step 1) COUNTY or HAULER having a complaint shall initiate discussion between Landfill Manager as representative of the COUNTY and Clayton Befort as representative of the HAULER.

Step 2) In the event the complaint is not resolved under Step 1, then the Public Works Director, or the person second-in-command if the Public Works Director is not available, shall meet with HAULER representative in an attempt to resolve the complaint. It is preferred that this meeting shall take place face-to-face, however, it may take place by telephone. Expediency being a concern to all parties, Step 2 shall be initiated within 48 hours from the failure to resolve the complaint under Step 1. Step 2 shall conclude with a written summary of the complaint including the determination of complaint resolution or impasse and shall be provided to both parties.

Step 3) In the event the complaint is not resolved under Step 2, and only after a written summary has been provided to both parties, the COUNTY or the HAULER may file a notice in writing with the County Administrator to request a hearing before the Board of County Commissioners. The notice shall state in detail the facts of the complaint and the provisions of the agreement, which are deemed to have been violated. If filed by the COUNTY, the COUNTY shall provide a copy of said notice to HAULER. The Board of County Commissioners shall hear the grievance providing reasonable notice to all parties as may be determined by the Chairman of the Board of County Commissioners. The decision of the Board of County Commissioners is final, subject to any rights of either party which may be conferred by law.

**Section D -- Mutual Agreements**

It is mutually agreed by the parties hereto:

- 1) That the HAULER may request renegotiating of the contract should the performance requirements change substantially from those identified in the Request For Proposal.
- 2) That the HAULER shall be allowed access to electricity as determined by the COUNTY for engine block heaters in cold weather.
- 3) That the COUNTY's representative shall be the Landfill Manager for issues related to daily operation of the Transfer Facility, with the Public Works Director providing clarification of COUNTY and departmental policies.
- 4) That the HAULER shall be liable for all damages to the transfer facility caused by HAULER's actions or negligence.
- 5) That the COUNTY shall not be held liable or responsible for damage or loss to HAULER's equipment at the transfer facility caused by vandalism, theft, other criminal actions, Acts of God, or other occurrences and conditions outside the normal control of the COUNTY.
- 6) That the HAULER shall not discriminate against any worker, employee, applicant, or any member of the general public, because of religion, race, age, sex, color, national origin, or disability nor otherwise commit any discriminatory employment practice. HAULER further agrees to incorporate said non-discriminatory article in all contracts or subcontracts entered into in the performance of this contract.
- 7) That the HAULER, by virtue of this contract, is in no manner, an official representative of the COUNTY or able to act on behalf of the COUNTY in any capacity, or without prior knowledge and approval of the COUNTY.

- 8) That no changes to the terms or intent of this contract shall be made without written approval of both parties.
- 9) That any misrepresentation of the information or ability by the HAULER for the purpose of entering this contract shall make this contract null and void, and allow the COUNTY to pursue any legal recourse deemed appropriate to protect its interests.
- 10) HAULER's tractor gross weights will not exceed 18,500#.
- 11) County shall provide electricity via an outlet at the south-and north ends of the loading bay areas on the west side of the building. County shall provide lighting inside the loading bay area.
- 12) Outbound loads over 500# gross legal weight may be allowed to leave at the discretion of the HAULER.
- 13) County personnel shall tarp and stage loads to minimize blowing trash.
- 14) In the event that the equipment provided by HAULER becomes incapable of effectively hauling increased waste volumes, additional equipment shall be provided based on mutually agreeable terms.

#### **10) Contract Length**

This contract shall become effective April 1, 2011, and shall be in full force and effect for a five-year period from the effective date.

#### **11) Indemnity**

HAULER shall indemnify and save harmless the COUNTY, its agents, officials and employees, against all injuries to persons or property, including death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue as a consequence of the granting of this contract, the HAULER's performance of the same, or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the HAULER, its agents, employees suppliers, subcontractors or their employees. The HAULER expressly understands and agrees that any Performance bond or insurance required by this contract, or otherwise provided by the HAULER shall in no way limit the responsibility

to indemnify and save harmless and defend the COUNTY as herein provided.

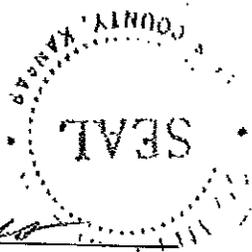
IN WINESSETH WHEREOF, said parties have caused this Agreement to be signed by their duly authorized officers this 21st day of February, 2011.

ELLIS COUNTY, KANSAS  
 BY [Signature]  
 Chairman, Glenn Diehl  
[Signature]  
 Member, Dean Haselhorst  
[Signature]  
 Member, Swede Holmgren

INNER CIRCLE TRUCKING, LLC  
 BY [Signature]  
 Clayton Befort

Attest:

BY: [Signature]



**NOTICE OF PUBLIC HEARING**

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is hereby given that on November 16, 2015, the Board of County Commissioners of Ellis County, Kansas will hold a public hearing at the Ellis County Administrative Center, 718 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 Augie's Repair & Towing, LLC, a Kansas Limited Liability Company, real estate located at 1009 Cody, Hays, Kansas, being the former location of the Ellis County Emergency Medical Services for the sum of \$216,175.00 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 11th day of November, 2015.

  
\_\_\_\_\_  
Donna J. Maskus, Ellis County Clerk



KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 30.00 License  
25.00 Rev Stamp

No. 2015-7

# RETAIL DEALER'S LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to Joe F. Dolezal/ El Charro Convenience Store to sell at retail

## CEREAL MALT BEVERAGES

For sale in original and unopened containers and not for consumption on the premise

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 220 E. 8th St. Hays, KS 67601  
(Give exact location, with street number, if any.)

in the Township of Big Creek in Ellis County, Kansas.

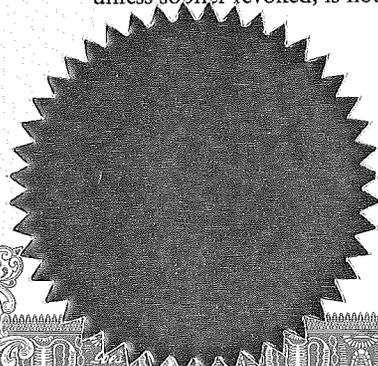
Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License is for year beginning January 1, 2016 and will expire December 31, 2016, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners or Ellis County, Kansas,

this 16th day of November 2015

Attest: \_\_\_\_\_ County Clerk \_\_\_\_\_ Chairman





KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 30.00 License  
25.00 Rev Stamp

No. 2015-8

# RETAIL DEALER'S LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to Richard Guffey/Fort Hays Golf Shop to sell at retail

## CEREAL MALT BEVERAGES

For consumption on premises

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 1450 Golf Course Rd Hays, KS 67601

(Give exact location, with street number, if any.)

in the Township of Big Creek in Ellis County, Kansas.

Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License is for year beginning January 1, 2016 and will expire December 31, 2016, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners or Ellis County, Kansas,

this 16th day of November 2015

Attest: \_\_\_\_\_  
County Clerk Chairman

