



# COUNTY COMMISSION

Monday, January 11, 2016

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. Reorganization

III. Prior Minutes  
January 4, 2016

IV. 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
  
- V. Issues from Persons Not on the Order of Business
- VI. Kansas Board of EMS Grant Application Signatures (Emergency Services Director Kerry McCue)
- VII. State Right of Way Weed Control Agreement [Enclosure](#)
- VIII. RPM Speedway Inc Cereal Malt Beverage License [Enclosure](#)
- IX. December 2015 Monthly Financial Report (report available at the Ellis County Clerk's Office)
  
- X. Approval of prior year encumbrances (2015)
  
- XI. Resolution 2016-04, 2016 Salaries [Enclosure](#)
  
- XII. County Counselor Reports (County Counselor Bill Jeter)
  
- XIII. County Commission Reports
- IVX. Executive Session
  
- XV. Adjournment

**KANSAS DEPARTMENT OF TRANSPORTATION  
BUREAU OF MAINTENANCE**

**COUNTY AGREEMENT TO TREAT NOXIOUS WEEDS**

This agreement made and entered into this 11th day of January, 2016, by and between the Board of County Commissioners of Ellis County, hereinafter referred to as County, and the Kansas Secretary of Transportation, hereinafter referred to as Secretary. The Kansas Department of Transportation hereinafter is referred to as KDOT.

**WHEREAS**, The Kansas Legislature has declared certain weeds to be Noxious Weeds (see Kansas Noxious Weed Law), and

**WHEREAS**, The County desires to treat noxious weed infested areas on State Highway Rights-of-Way within said County and the KDOT desires to retain the County to spray and treat such areas, and

**WHEREAS**, The Secretary and County agree to enter into a performance agreement, where in the County shall treat all noxious weeds on State Highway rights-of-way in the County. A condition of the fulfillment of the agreement requires that treatment by the County will provide a satisfactory control of the noxious weeds. Satisfactory performance is defined as preventing the production of viable seed and/or destroying the plant's ability to reproduce by vegetative means.

**NOW, THEREFORE**, in consideration of the premises, the parties hereto agree as follows:

1. The county will notify the KDOT District Engineer or the authorized representative, prior to each treatment on highway right-of-way, of the scheduled time and location of such treatment.
2. The County spraying operation may include a dye in the chemical mixture to allow easy identification of areas treated.
3. A representative of the KDOT shall make periodic field inspections to check treated areas. A field log and record will be maintained by the KDOT indicating dates treated and inspected, location and size of areas, type of noxious weeds, apparent affect of treatment and other pertinent comments. Approval by the KDOT representative shall be required before the County will be paid for treatment.
4. Schedule of Cost: The County shall provide all chemicals (includes herbicides, surfactants and drift control materials as required), dye, labor and equipment to treat noxious weeds. Chemicals and dye are to be provided at the County's cost. Labor and equipment costs are as follows:

LABOR COST	COST	*EQUIPMENT RENTAL TYPE AND SIZE
<u>30.00</u> /hr. operator	<u>30.00</u> /hr.	<u>2.5 Ton or 3/4 Ton Spray</u>
		<u>Truck</u>
_____ /hr. operator	_____ /hr.	_____
		_____

\*Spraying equipment will have cab mounted flashing (or rotating) safety lights

5. Billing and Payment: The County shall submit to the KDOT District Engineer an itemized bill for wholesale cost of chemicals and dye furnished, plus actual cost of treating noxious weeds based on equipment rental and labor costs for areas of satisfactory performance. Upon receipt of proper billing and final approval, payment for treating noxious weeds will be made to the County by the KDOT.
6. Record of Work: The County representative doing the work shall:
  - Record size, location and type of noxious weed areas treated.
  - Record amount and kind of chemicals applied on each area.
  - Record dates chemicals were applied.
  - Maintain Report of Noxious Weed Treatment DOT FORM NO. 322-A, which shall be submitted to the KDOT within 1 to 2 weeks after treatment.
  - Maintain records until all claims are paid, but in no case less than the three year statutory time.
  - Make all records available for KDOT audit, when so requested by KDOT.

7. Chemicals, approved for use on highway right-of-way are listed below.

<u>CHEMICAL</u>	<u>TRADE NAME</u>	<u>RATE OF APPLICATION (metric)</u>
2, 4-D (amine or ester) (a)	numerous	1 to 2 lb. Equiv./acre (1.1 to 2.2 kg/ha)
Glyphosate (b)	numerous	1 1/2 lb. Equiv./acre (1.7 kg/ha)
MSMA	numerous	3 to 5 lb. Equiv./acre (3.8 to 5.6 kg/ha)
Sulfometuron (c)	Oust	3 to 6 ounces/acre (.21 to .42 kg/ha)
Picloram	Tordon	rate depends upon weed species
Chlorsulfuron	Telar	1/2 to 1 oz./acre (0.035 to 0.070 kg/ha)
Imazapyr	Arsenal/Habitat	1/4 lb. Active/acre (0.28 kg/ha)
Metsulfuron Methyl	Escort	rate depends upon weed species
Triclopyr (d)	Garlon	1/4 to 1/2 lb./acre (0.28 to 0.56 kg/ha)
Fluizafop P butyl + Fenoxiprop	Fusion	7 to 9 fl. oz. per acre (83.8 to 107.75 ml/ha)
Imazapic (e)	Plateau	rate depends upon weed species
Quinclorac (f)	Paramount/Drive	rate depends upon weed species and desirable grass species
Sulfosulfuron (g)	Outrider	rate depends upon desirable grass species
Aminopyralid (h)	Milestone	rate depends upon weed species

- (a) May be used alone or in combination with other herbicides  
 (b) (Round-up)  
 (c) Spot treatment only  
 (d) Sericea lespedeza  
 (e) Do not use where cool season grasses are the desired species  
 (f) Fall bindweed control  
 (g) Do not use for more than 3 consecutive seasons  
 (h) Musk, bull and Canada thistle

There may be other trade names for the herbicides listed.

8. Chemicals shall be mixed and applied as recommended by the manufacturer and in accordance with approved methods contained in the "Official Regulations" issued by the Kansas Department of Agriculture.
9. The County agrees to provide this service in a workmanlike manner, to be in strict conformance with the instructions for handling and applying noxious weed chemicals and to be responsible for any negligent acts or omissions that may occur in the performance thereof.
10. This agreement shall terminate December 31st of this year, except records shall be maintained in accordance with Section Six above. Termination may be sooner by a ten day written notice from either party to the other. It is agreed further that this contract can be renewed for three consecutive years at the option of the Secretary upon a 30-day written notice to the contractor prior to December 31st of the current year. The contractor and the Secretary agree that all terms of the renewal will remain the same unless either party determines that the price of the chemicals should be re-negotiated.

This agreement is officially adopted by the Board of County Commissioners and recorded in the official records of the proceedings of said Board.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized officers or representatives.

SECRETARY OF TRANSPORTATION

THE BOARD OF COUNTY COMMISSIONERS

BY \_\_\_\_\_  
 District Engineer

BY \_\_\_\_\_  
 Title: Ellis County Commission  
 Chair, Dean F Haselhorst

30.00 Lic. **KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES**  
Fee, \$ 25.00 Rev Stamp No. 2016-2

## RETAIL DEALER'S LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to RPM Speedway, Inc. 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 1343/1344 Fairground 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 11th day of January, 2016

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

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

WHEREAS, the Board of County Commissioners of Ellis County, Kansas, may transact all County business and perform all powers of local legislation and administration it deems appropriate subject only to the limitations, restrictions, or prohibitions listed in K.S.A. 19-101(a), and

WHEREAS, there is no limitation, restriction, or prohibition regarding the setting of annual salaries for county non-elected union ineligible employees.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ELLIS COUNTY, KANSAS, that the pay of all non-elected union ineligible employees whose current salary is below his/her grade minimum as set forth in a Job Study by Evergreen Solutions, LLC will have their salary adjusted to minimum effective January 3, 2016.

BE IT FURTHER RESOLVED that the pay of non-elected union ineligible employees with the exception of the County Administrator shall be increased by 1% pay scale adjustment effective January 3, 2016.

BE IT FURTHER RESOLVED, that all Ellis County non-elected union ineligible employees and non-elected Department Heads on the County Health Insurance plan will continue to be responsible for paying 7.5% of their monthly premium with said obligation to be withheld from their paycheck unless mandates of the Kansas Non-State employees Health Plan require an employee contribution of less than this amount depending on the employee's choice of employee, employee plus children, employee plus spouse, or family.

Adopted by the Board of County Commissioners, Ellis County, Kansas, this 11<sup>th</sup> day January, 2016.

BOARD OF COUNTY COMMISSIONERS OF  
ELLIS COUNTY, KANSAS

\_\_\_\_\_  
Dean F Haselhorst, Chair

\_\_\_\_\_  
Barbara K. Wasinger, Commissioner

Attest:

\_\_\_\_\_  
Martha L. McClelland, Commissioner

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