

COUNTY COMMISSION

Monday, October 10, 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. Prior Minutes October 3, 2016

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. Striping Bid Award (Public Works Director Bill Ring) Enclosure
- VI. Bridge Inspection Bid Award (Public Works Director Bill Ring)
Enclosure
- VII. Stop Sign Installation at Toulon Ave. & Feedlot Rd. (Public Works
Director Bill Ring) Enclosure
- VIII. Lease Agreement with City of Ellis for Dump Truck (County
Administrator Phillip Smith-Hanes) Enclosure
- IX. Resolution to Approve Proposed Extension District (County
Administrator Phillip Smith-Hanes) Enclosure
- X. Drinking Establishment License Renewal Application, Precision
Valley Golf Center (Ellis County Clerk Donna J Maskus) Enclosure
- XI. September Monthly Financial Report
- XII. County Counselor Reports (County Counselor Bill Jeter)
- XIII. County Administrator Report (County Administrator Phillip Smith-
Hanes)
- XIV. County Commission Reports
- XV. Executive Session(s)
- XVI. Adjournment

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 10.10.2016

TOPIC:

2016 Road Striping Bid approval

ACTION REQUESTED:

Request the Commission authorize the Public Works Director to enter into a contract for road striping from Straight-Line Striping of Grand Island, Nebraska.

DISCUSSION:

At the September 6th 2016 meeting of the Commission, the Public Works Department was instructed to place an RFP on the Ellis County web site for 2016 road striping. The bid opening was on September 14, 2016 at the office of Public Works.

Straight-Line was the only vendor to bid for the 2016 striping contract. They were awarded the bid last year and did an excellent job. Their pricing is the same as last year in 2015. Both yellow and white paint are priced at \$15.97 a gallon.

FINANCIAL IMPACT:

In 2015 the striping cost the County \$59,248.70. The Road and Bridge budget has \$60,000.00 allocated for this expense. The total of the contract will be determined by the miles striped and gallons of paint used. Road and Bridge will not need to stripe as many miles of roadway as last year.

PRESENTED BY:

Public Works Director Bill Ring

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

*1-RFP for 2016 striping.
2-Bid from Straight-Line Striping*



Ellis County Public Works
Highway Department – Road & Bridge
Environmental
Landfill – Transfer Station
Noxious Weed
1195 280th Avenue, PO Box 691, Hays, KS 67601
Phone: 785-628-9455
Fax: 785-628-9457

September 7, 2016

Re: Proposal – 2016 Roadway Paint Striping Sealed Bids

The Ellis County Public Works Road & Bridge Division is soliciting bids for the 2016 Roadway Paint Striping.

The Ellis County Road & Bridge Division requires 30-60 miles of roadway be striped with yellow center line with no passing stripes where needed and white edge stripes creating a 12' travel lane. We are estimating 1000-1300 gallons of yellow paint and 2000-3000 gallons of white paint will be needed to complete the job. Application of no less than 7lbs of glass beads per gallon of paint and no more than 8lbs of glass beads per gallon of paint is required. Paint and glass beads will need to meet or exceed Kansas specifications. Contractor will be required to supply all materials. Pavement markings shall conform to the applicable requirements of the 2009 Manual on Uniform Traffic Control Devices, Part III. The work will need to begin no earlier than October 3rd, 2016 and be completed no later than November 10th, 2016. As part of your bid, please include price per gallon of paint required and total price of project for all 30-60 miles.

Please submit your sealed bid to the Ellis County Public Works, Attention: Public Works Director, 1195 280th Avenue, PO Box 691, Hays, KS 67601 no later than 10:00 am, on Wednesday, September 14, 2016. All properly received proposals will be opened at this time and place and analyzed by the Public Works Director and staff. After review of proposals information will be presented to County Commissioners for final approval. Proposal shall be sealed in an envelope clearly marked, "**Proposal - 2016 Roadway Paint Striping**". Proposals received after the deadline will be returned unopened to the sender.

Ellis County reserves the right to reject any and all bids.


William P. Ring
Public Works Director

STRAIGHT-LINE STRIPING INC.

September 8, 2016

Ellis County Public Works
1195 280th Ave,
Hays, KS 67601

CASEY CLAUSEN, Owner

423 Ponderosa Drive • Grand Island, NE 68803

Fax: (308) 381-7194 • E-mail: gi_jerome@hotmail.com

Bus: **(308) 384-4638** Cell: **(308) 390-2824**

To Whom It May Concern,

Thank you for your interest in working with Straight-Line Striping. Striping prices are as follows. Yellow and white paint supplied and applied will cost \$15.97 per gallon. All prices include paint, beads applied at 7-8 lbs per gallon and labor. A per mile cost estimate would be \$400 for yellow centerline and \$700 for white edge lines making a total of \$1100. If there are any questions or concerns, please contact me.

Thank you,



Casey Clausen
Straight-Line Striping, Inc
308-390-2824

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 10.10.2016

TOPIC:

Biennial Bridge Inspection: Selection of engineering firm to award contract.

ACTION REQUESTED:

Request the Commission award Kirkham, Michael and Associates, Inc. of Ellsworth, Ks the contract for 2016 Biennial Bridge Inspection.

DISCUSSION:

At the September 6th 2016 meeting of the Commission, Public Works Director Ring informed the Board that the Request for Proposal for the 2016 Biennial Bridge Inspection would be going out for bid. The bid was placed on the county web site and letters were mailed to firms the County had worked with in prior years and firms that requested a bid packet when they were available. A bid opening was held at the Public Works office on 9.21.2016. A total of five bids were received. Kirkham Michael was selected based on past work, number of staff, ability to complete by December 2016 and pricing. Also a value added service of photographs using georeferencing camera to allow the GIS technician to easily import into a layer on Google Earth.

FINANCIAL IMPACT:

The total cost to Ellis County for the 201 bridges will be \$17,487.00. This works out to be \$87.00 a bridge. There are sufficient funds budgeted for this cost. Cost in 2014 was \$19,320.00. The Cities of Ellis and Hays were included in the bid so as to receive the same pricing. The City of Ellis has only one bridge to be inspected. The City of Hays has 21 bridges to be inspected. Both Ellis and Hays will be billed separately from Kirkham Michael once work has been completed. Per the contract the amount may be adjusted to the actual number of bridges inspected. Request a motion of not to exceed \$18,500.00.

PRESENTED BY:

Director of Public Works Bill Ring

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

- 1-2016 RFP letter for bridge inspection*
- 2-Kirkham Michael bid*
- 3-Minutes of Sept. 21 Bid Opening*

ELLIS COUNTY PUBLIC WORKS

Highway Department--Road & Bridge

Environmental

Landfill--Transfer Station

Noxious Weed

1195 280th Avenue
P.O. Box 691
Hays, Kansas 67601-0691

Phone 785-628-9455
FAX 785-628-9457

September 07, 2016

XYZ Engineering
Mr. Joe Smith
123 Main St
Anytown, Kansas 67000

Dear Mr. Smith:

Ellis County is requesting proposals to provide engineering services for our required biennial bridge inspection. If interested, please submit your firm's proposal to the Ellis County Public Works, Attention: Public Works Director, 1195 280th Avenue, PO Box 691, Hays, KS 67601 **no later than 1:00 pm, on Wednesday, September 21, 2016**. All properly received proposals will be opened at this time and place and analyzed by the Public Works Director and staff. After review of proposals information will be presented to County Commissioners for final approval. Proposal shall be sealed in an envelope clearly marked, "**Proposal - 2016 Biennial Bridge Inspection**". Proposals received after the deadline will be returned unopened to the sender.

The county has 201 bridges to be inspected based on the last biennial inspection. In addition, to this County Proposal, the City of Hays has 21 bridges and the City of Ellis has 1 bridge that they have requested to be inspected and billed separately as part of this proposal. Therefore, the total number of routine bridge inspections to be performed is **223 routine bridge inspections**.

The work will include the biennial bridge inspection in accordance with the 2012 KS Local Bridge Inspection Scope of Services.pdf available on the KDOT website. Fracture critical inspections are not to be included; the county may contract those inspections later when more information is available from KDOT. In addition to the KDOT standard scope of services we want to include the following Summary Report and Maintenance Recommendations Report as itemized below.

Summary Report: Provide 10 copies of a bound report, and 1 electronic report that includes the coordinates that is used to locate the structure (that includes photos with labels to identify structure); summarizing bridge inspection results including the following items: These reports shall be sorted by local Bridge ID Numbers: ex.: OS-577.0-438.0 or RS-210.

- **Introduction:** An introduction stating the time period of the bridge inspections, the names of the persons performing the inspections, and items not included in the inspection, such as approach guardrail, object markers, warning signs, etc.

• **Summary Table:** A table listing each bridge and include the following items.

- County bridge number
- NBI number
- Location
- Length
- Roadway width
- Year built
- Average Daily Traffic (ADT)
- Type of structure/# of Spans
- Features intersected (usually stream)
- Facilities carried (usually road name)
- Sufficiency rating
- SD/FO Status
- Existing weight limit signing
- Recommended weight limit if different from signing
- Date of inspection
- Inspector Name

• **Annual Inspection Table:** A table listing all bridges that may need an annual inspection, the inspection due date, the reason for the annual inspection, and the items that need to be inspected.

• **Bridge Index Map:** A county map with county bridge numbers.

Maintenance Recommendation Report: Provide 10 copies of bound report summarizing maintenance needs. Separate recommendations to critical maintenance needed to extend the life of the bridge and safety concerns, and a separate listing of routine maintenance items that need attention but are not urgent or safety related. Issues requiring immediate attention needs to be reported to the Ellis County Public Works Road and Bridge Division.

Your proposal should list a cost per bridge for the routine inspections and a total cost. The proposal shall include an approximate time line for completing the work. The proposal shall include a listing of the firm's capabilities related to bridge inspection work and a list of Kansas countywide bridge inspections completed within the last year. The proposal shall also include a list of key personnel with qualifications for those persons who will be conducting the bridge inspection. While cost is always a concern, state law does not require bidding of professional services. Qualifications, time frame, and past experience with the firm will also be a considered.

The county looks forward to receiving a proposal from your firm. If you have any questions, please feel free to give me a call.

Sincerely,

William P. Ring
Public Works Director

September 20, 2016

RE: Ellis County, Kansas
2016 FAS & Off-System
Biennial Routine Bridge Inspection

Mr. William Ring
Public Works Director
P.O. Box 691
Hays, KS 67601

Dear Mr. Ring,

Kirkham Michael would consider it a privilege to complete your biennial routine bridge inspections this year. Your bridge inspections are due to be performed in November and December of this year.

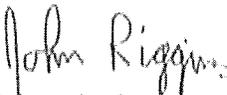
I am enclosing our statement of qualifications as well as two copies of an Agreement for Engineering Services for FAS and Off-System Structure Inventory and Appraisal for Ellis County. Our intent would be to start the field inspection work later month of November and finish all bridges early in December. The inspection data will be entered into the web portal within 30 days of the field inspection and the report will be delivered to you within 60 days of the field work being completed.

If you find our proposal acceptable, please have each copy properly executed and return one copy to our office. The second copy should be retained by you for your records. After execution of the agreements, please notify KDOT that we are authorized to access your bridge data through their web portal. The point of contact is Lynn Burgess at 785-296-0410 or lborges@ksdot.org.

As a value-added service, we are now taking the bridge photographs using a georeferencing camera which would allow your organization to easily import the bridge photos to Google Earth. Please contact us if you would like to receive a digital copy of the bridge photos.

If you have any questions, please feel free to contact our office. We appreciate and look forward to this opportunity of working with you again.

Sincerely,
KIRKHAM MICHAEL


John Riggins, P.E.
Vice President

ENCL: Inspection Agreement (2)

September 20, 2016

Mr. William Ring
Public Works Director
Ellis County
1195 280th Avenue
Hays, Kansas 67601-0691

Re: Proposal – 2016 Biennial Bridge Inspections

Dear Mr. Ring:

Thank you for inviting us to submit a Letter of Interest for completing the 2016 routine bridge inspections for Ellis County. Our team at Kirkham Michael has the personnel and training needed for this challenging assignment.

Size and Professional Qualifications

Since our inception in 1946, Kirkham Michael continues to be a leading provider of professional engineering services. A mid-west engineering firm, we employ more than 80 results-oriented professionals. Bridge inspection has been a key service to our company since the 1970's and we have been involved with the Kansas Local Bridge Evaluation Program (KLBEF) since its beginning.

Kansas Routine Bridge Inspections

Our team has regularly performed biennial routine bridge inspections of thousands of local bridges for various counties and cities across Kansas. Kirkham Michael participated in the Governor's Task Force as well as the Bureau of Local Projects Bridge Inspection Review Committee to develop a scope of services for Kansas Routine Bridge Inspections. Below is a list of owners for which we have performed routine bridge inspections over the last 2-year cycle:

2014-15	
Meade County	55
Stafford County	104
Clark County	78
Pratt County	81
Comanche County	96
Kiowa County	75
Gray County	43
Kingman County	315
Ford County	159
Barton County	369
City of Great Bend	4
City of Dodge City	17
City of Pratt	5
City of Kingman	4
City of Lyons	11
City of Sterling	1

2015-16	
Hodgeman County	85
Haskell County	7
Grant County	9
Morton County	10
Barber County	195
Greeley County	26
Hamilton County	22
Kearny County	63
Edwards County	61
Cowley County	260
Pawnee County	142
Ellsworth County	7
Stanton County	15
City of Winfield	7
City of Russell	11
City of Garden City	10



Experience of Staff

It is critical for the selected team to provide the Ellis County with skilled professionals who are dedicated, experienced and highly qualified. Following is a list of key team members that are proposed to provide services on your project:

Jon Halbgewachs, P.E. is a Sr. Vice President in charge of the Kansas Operations of Kirkham Michael and will serve as the Project Principal for this project. Jon is a Pre-Qualified Team Leader for Routine Inspections and Fracture Critical Inspections with the KDOT. He will ensure the team completes its work on schedule and within budget.

John Riggins, P.E. will serve as the Project Manager/Quality Assurance and will be responsible for scheduling of personnel, final QC and delivering the completed inspections and reports. John is 1 of 3 people in Kansas who are Pre-Qualified Team Leaders in all 5 areas (Routine, Element Level, Fracture Critical, Pin & Hangar, and Underwater) with the KDOT. John's 16 years of experience as a construction engineer (including almost 10 years as the KDOT Construction Engineer in Hays) provide him valuable field experience when completing bridge inspections. John has reviewed over 7,500 bridge inspections over the past 6 years.

Terrance Dobbins, P.E. will serve as the bridge inspection team leader. He is a Pre-Qualified Routine Bridge Inspection Team Leader with the KDOT. Terrance has performed over 100 bridge inspections and QC on over 500 bridge inspections.

Dennis Weaver will serve as the primary Bridge Inspector for this project. Dennis is 1 of 3 people in Kansas who are Pre-Qualified Team Leaders in all 5 areas (Routine, Element Level, Fracture Critical, Pin & Hangar, and Underwater) with the KDOT. Dennis has been our lead bridge inspector for the past eight years and has participated in over 8,000 bridge inspections during that span.

Brett Wilkinson, EIT is a Pre-Qualified Team Leader Routine Bridge Inspection Team Leader who will assist with entering data into KDOT's Web Portal, generate the report, as well as perform the initial QC of the inspections and reports. Brett has participated in over 100 bridge inspections and performed data entry and QC on over 2,000 bridge inspections.

Stacey Gustin will provide data entry and support for the team leaders. Stacey has been doing data entry and report processing for the past 8 years on nearly 5,000 bridges.

Key Staff - Kirkham Michael has developed almost unparalleled depth in prequalified bridge inspection staff as can be seen in the table on the following page. This allows our team to easily adapt to and overcome unforeseen circumstances with minimal interruption in progress.



NAME	Years Exp.	Qualified Bridge Inspection Team Leader				
		Routine	Element Level	Fracture Critical	Pin and Hanger	Underwater
Jon Halbgewachs, PE	20	✓		✓		
John Riggins, PE	14	✓	✓	✓	✓	✓
Brett Wilkinson, EIT	2	✓				
Josh Beckman, PE	9	✓		✓		
Dennis Weaver	11	✓	✓	✓	✓	✓
Josh Dlabal, EIT	3	✓				
Terrance Dobbins	1	✓				
Wayne Scritchfield, EIT	2	✓				
Steve Reneker, PE	31	✓	✓	✓		
Dan Sitorius, PE	2	✓		✓		
Michael Olson, PE	15	✓		✓		
Susan Beauchamp	7	✓		✓		

Location of Firm

The staff working on this project will be based out of Kirkham Michael's Ellsworth office, located about 70 miles from Hays.

Work Load of Firm

Personnel can be assigned to this project immediately. As illustrated in our Staff section, our firm has numerous pre-qualified Kansas bridge inspectors. We have an inspector (Dennis Weaver) dedicated to performing nothing but routine bridge inspections for all of the winter months. We have approximately 265 bridge inspections scheduled to be performed in November and 175 bridge inspections to be performed in December. It would be our intent to start inspecting your bridges in late November and have all of the field work completed early in December. We utilize different staff to perform the field inspections and enter the data electronically. This allows the field and office work to take place concurrently and significantly speed up the entire process. Adding Ellis County's bridge inspections to our November and December bridge inspections will easily be absorbed into our schedule.

Firms' Performance Record

Kirkham Michael takes great pride in meeting project schedules and providing quality services. We were routinely praised by KDOT staff and the consultant project manager of the Kansas Local Bridge Evaluation Program for completing our work on schedule and with great quality. We have a passion for bridge inspections and would be privileged to continue the great relationship we have developed with the Ellis County.



Cost

Routine and Inventory Bridge Inspections

223 Bridges at \$ 87.00 each; \$ 19,401.00 total

201 County; 21 City of Hays; 1 City of Ellis

This fee may be adjusted to the actual number of bridges inspected.

Inventory inspections will be completed for a lump sum fee of \$400.00 each.

Thank you for allowing us to present the qualifications of our team to you. We believe we have a very strong team of professionals who are more than capable of completing your inspections in a timely manner and fulfilling your expectations.

Sincerely,

KIRKHAM MICHAEL

A handwritten signature in cursive script that reads "John Riggins".

John Riggins, P.E.

Vice President

**Agreement for Engineering Services
FAS & Off-System Bridge Inventory and Appraisal**

This Agreement made and entered into this _____ day of _____, 20____, by and between **Ellis County, Kansas**, hereinafter referred to as the **OWNER**, and **Kirkham, Michael and Associates, Inc.**, hereinafter referred to as the **CONSULTANT**.

WITNESSETH:

Whereas, the **OWNER** desires the services provided by the **CONSULTANT** to be in accordance with the attached four-page **KDOT Local Routine Bridge Inspection Contract Scope of Services**.

Article I

1. Routine biennial bridge inspections will be completed following the four-page "Local Bridge Inspection Contract Scope of Services", which is attached to this agreement as a reference, and the articles following.

Note:

- (a) Fracture Critical bridges will be noted, but not inspected;
- (b) Scour analyses will not be performed;
- (c) Special equipment such as snooper trucks, bucket trucks, scaffolding, etc. and climbing are not included as part of a routine inspection;
- (d) Special inspections such as, but not limited to, underwater, pin and hanger, field x-rays, ultrasonic testing, radiographic inspection, borings, excavations, or destructive material testing are not included as part of a routine inspection;
- (e) No more than one inspector shall be required during routine inspections.

All of the services discussed in (a) through (e) can be provided by Kirkham Michael under a supplemental agreement**. Costs for these services will be in addition to the costs of this proposal.

**KDOT has a statewide contract for pin and hanger and underwater inspections.

2. The **CONSULTANT**'s services will be based on a visual inspection of the bridge as of the date of its field report. All transmittals to **KDOT** will be done electronically via e-mail, the internet, or **KDOT**'s bridge inspection web portal. Hard copies may be provided to **KDOT** for an additional cost.
3. Proposed services will include, as a minimum, submittal of the following:
 - (a) All data compiled in a report for the **OWNER**, ten (10) copies of said report will be provided;
 - (b) A complete file of field notes and other supporting information on each bridge used by the **CONSULTANT** in determining the structure's condition;
 - (c) One completed Structure, Inventory and Appraisal (SI&A) form for each bridge;
 - (d) Add to the bridge file photographs needed to comply with the **KDOT Bridge Inspection Manual** requirements;
 - (e) If posted for load, a photograph of each load posting sign will be taken;



- (f) When a bridge meets criterion established by the KDOT Bridge Inspection Manual for needing a load rating due to a change of condition, the CONSULTANT will notify the OWNER of such need of a load rating and submit a supplemental proposal for completion of the load rating;
- (h) Load ratings will be performed on all structures receiving an inventory inspection;
- (g) No other load ratings shall be performed.

Article II

The OWNER agrees:

1. To employ the CONSULTANT to perform the services as described in the Agreement for the fee stipulated;
2. To provide the CONSULTANT with their current bridge file for each bridge. If no file exists for a bridge, the CONSULTANT may produce a new file for a fee in addition to that noted below;
3. To pay the CONSULTANT a lump sum fee for engineering services as follows:

Routine and Inventory Bridge Inspections

223 Bridges at \$ 87.00 each; \$ 19,401.00 total

201 County; 21 City of Hays; 1 City of Ellis

This fee may be adjusted to the actual number of bridges inspected.

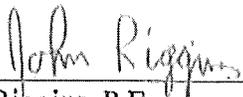
Inventory inspections will be completed for a lump sum fee of \$400.00 each.

The CONSULTANT will bill 50% after completion of the field inspection. The final billing will be sent following delivery of the bridge inspection report to the OWNER.

The attached one-page Exhibit A: Terms and Conditions is hereby made an integral part of this agreement.

Respectfully submitted,
Kirkham, Michael and Associates, Inc.
 217 N. Douglas Ave
 Ellsworth, KS 67439

Accepted,
The Governing Board of Ellis County, Kansas
 1204 Fort Street
 Hays, KS 67601



 John Riggins, P.E.
 Vice President

 Chairman

Attest:

 County Clerk
 (Seal)



General Terms and Conditions

1. **AUTHORIZATION TO PROCEED**
 Signing of the accompanying agreement for engineering surveying or related services shall be authorization by the Client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the work described, unless otherwise stated in the agreement form.
2. **STANDARD OF PRACTICE**
 Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise.
3. **INVOICING AND PAYMENT**
 The client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

 If the client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

 If the client objects to all or a portion of the invoice, the client shall so notify Kirkham Michael in writing within ten calendar days of the date of the invoice in question, and shall pay that portion of the invoice not in dispute. In the event any bill or portion thereof is disputed by the client, client shall notify Kirkham Michael within ten (10) calendar days of the date of the invoice in question. Client and Kirkham Michael shall work together to resolve the matter within sixty (60) calendar days of its being called to Kirkham Michael's attention. If resolution of the matter is not attained within sixty (60) calendar days, either party may terminate this agreement.
4. **ADDITIONAL SERVICES**
 Any services beyond those specified in the agreement will be provided for separately under an additional agreement or a supplemental agreement.
5. **CONSTRUCTION COST ESTIMATES**
 Construction cost estimates provided by Kirkham Michael are prepared from experience and judgment. Kirkham Michael has no control over market conditions or construction procedures and does not warrant that proposals, bids or actual construction costs will not vary from Kirkham Michael estimates.
6. **LIMITATION OF LIABILITY**
 In order for the client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the client agrees to limit Kirkham Michael's liability arising from Kirkham Michael's professional acts, errors or omissions, such that the total aggregate liability of Kirkham Michael shall not exceed Kirkham Michael's total fee for the services rendered on this project, or the amount of fifty thousand dollars (\$50,000), whichever is less.
7. **CONSEQUENTIAL DAMAGES**
 The client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault or whether it was committed by the client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
8. **INDEMNIFICATION**
 Client and Kirkham Michael, their respective officers, employees, agents, and representatives, each agree to indemnify and hold the other harmless, from and against liability for claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. IN the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.
9. **OWNERSHIP OF DOCUMENTS**
 All plans, drawings, reports, notes, calculations, estimates and other documents prepared by Kirkham Michael as instruments of service shall remain the property of Kirkham Michael, and copies will be provided at the request of the client.
10. **TERMINATION**
 In the event termination becomes necessary, the party (client or Kirkham Michael) effecting the termination shall so notify the other party and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the client shall within thirty (30) calendar days of termination remunerate Kirkham Michael for services rendered and costs incurred up to the effective time of termination, in accordance with Kirkham Michael's prevailing fee schedule and expense reimbursement policy.
11. **GOVERNING LAW**
 This agreement is to be governed by and construed in accordance with the law of the principal place of business of Kirkham Michael.
12. **CONTROLLING AGREEMENT**
 The agreement and these terms and conditions express the entire agreement between the parties. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, notice to proceed, or like document regarding Kirkham Michael's services. If any one or more of the provisions contained in this agreement shall be held unenforceable, the enforceability of the remaining provisions shall not be impaired.

Minutes of September 21, 2016

Request For Proposal For Biennial Bridge Inspection

Bid proposals were opened for Biennial Bridge Inspection for the Ellis County Public Works Road & Bridge Division at 1:00 p.m. on September 21, 2016. The county has 201 bridges to be inspected based on the last biennial inspection. In addition, to this County Proposal, the City of Hays has 21 bridges and the City of Ellis has 1 bridge that they have requested to be inspected and billed separately as part of this proposal. Therefore, the total number of routine bridge inspections to be performed is 223 routine bridge inspections.

The biennial bridge inspection is required to be in accordance with the 2012 KS Local Bridge Inspection Scope of Services.pdf available on the KDOT website. In addition to the KDOT standard scope of services it is requested that the Summary Report and Maintenance Recommendations Report be included per RFP specifications.

Staff Present:

Bill Ring, Public Works Director
Curt Hoffman, R & B Supervisor
Donnetta Pfeifer, Recording Secretary

Vendor's Present:

None

Bid Proposal #1 – Earles Engineering & Inspection, Inc.

Proposal was not marked properly. Bid was sent via Email

Cost Per Bridge: \$149.50

Total Cost: \$33,338.50

Additional charges: Per diem, mileage, etc.

Time Line For Completion of Work: Not stated.

Bid Proposal #2 – KAW Valley Engineering, Inc.

Cost Per Bridge: \$125.00

Total Cost: \$27,875.00

Time Line For Completion of Work: Not stated.

Bid Proposal #3 – Kirkham, Michael & Ass. Inc.

Cost Per Bridge: \$87.00

Total Cost: \$19,401.00

Inventory Inspections: Lump sum fee of \$400.00 each

Time Line For Completion of Work: December, 2016

Bid Proposal #4 – Penco Engineering, P.A.

Cost Per Bridge: \$85.00

Total Cost: \$18,955.00

Time Line For Completion of Work: December 31, 2016

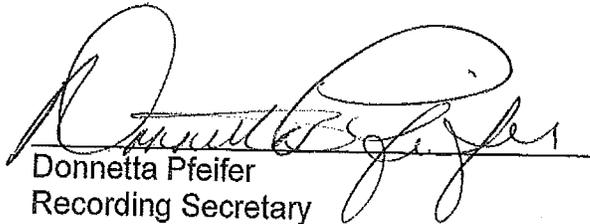
Bid Proposal #5 – Schwab-Eaton, P.A.

Cost Per Bridge: \$125.00

Total Cost: \$27,875.00

Time Line For Completion of Work: November, 2016

Adjournment 1:35 p.m.



Donnetta Pfeifer
Recording Secretary

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 10.10.2016

TOPIC:

Stop signs on Feedlot Road (East_West travel) and Toulon Avenue.

ACTION REQUESTED:

Approve the Public Works Department to place stop signs on Feedlot Road at the intersection of Toulon Avenue. This would be for stopping East and West travel.

DISCUSSION:

After a recent accident at this intersection the Ellis County Sheriff and Undersheriff requested the Public Works Department make this a controlled intersection. Both the EMS Director and Fire Chief were asked about the intersection and they agreed that control was needed. There was a fatality accident in 2012.

The Driggs Design Group was contracted to do a traffic study of the intersection (Report Attached). The recommendation was to place stop signs on Feedlot Rd and place advance warning stop ahead signs 325' back from the stop signs. Senior staff concurs with the report to place stop signs on Feedlot Rd.

FINANCIAL IMPACT:

*The cost for study, signs and installation would be less than \$600.00
Funds would come from routine maintenance budget.*

PRESENTED BY:

Public Works Director Bill Ring

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

*Report from Driggs Design Group: Intersection Control (Feedlot and Toulon Ave.)
9.26.2016*



HAYS OFFICE

2819 Plaza Avenue
Hays, Kansas 67601
P: (785) 313-1346
E: bdriggs@driggsdesign.com

September 26, 2016

Bill Ring
Public Works Director
1195 280th Ave.
Hays, KS 67601

RE: Intersection Control (Feedlot Road & Toulon Ave)

Dear Bill,

The following information pertains to a safety review of the intersection of Feedlot Road and Toulon Avenue completed by the Driggs Design Group, PA at the request of Ellis County. Recently there was an injury related accident at this intersection that prompted a desire by the county to have this intersection reviewed to potentially improve safety at this location. As part of the analysis completed by the Driggs Design Group, PA, we visited the intersection to conduct a review of the intersection and its characteristics. Additional information pertaining to our review of the intersection is provided below:

EXISTING INTERSECTION INFORMATION

The current intersection has no signage placed at the point of the intersecting roadways. Therefore, standard rules of the road apply for the intersection. This includes yielding to oncoming traffic approaching from your right.

The grade across the intersection for north to south appears to be fairly significant as there is approximately 7 feet of elevation change from 200 feet south of the intersection to approximately 200 feet north of the intersection.

The sight distance at the intersection is fairly limited and will become more limiting as existing crops continue to grow. This could be dangerous for vehicles traveling at a high rate of speed not properly decelerating for the approaching intersection. There appears to be adequate site distance at the intersection itself, if vehicles are correctly using the intersection.

HISTORICAL ACCIDENT DATA

As part of the analysis completed for the intersection, the Driggs Design Group, PA acquired the accident reports for all accidents that have occurred since 2012. There were 3 reported accidents at this location, 2 of which were severe. Additional information pertaining to each of these accidents is as follows:

Accident #1 – The accident occurred on November 26th, 2012. This accident involved a collision at the intersection between a vehicle traveling northbound and a vehicle traveling eastbound. This accident resulted in one injury and one fatality.

Accident #2 – The accident occurred on July 4th, 2015. This accident involved a single vehicle which lost control and left the roadway. No injuries were incurred as a result of this accident

Accident #3 – The accident occurred on August 23rd, 2016. This accident involved another right angle collision at the intersection. One driver was injured as a result of the collision and transported to Hays Medical Center.

STOP CONTROL WARRANTS

In evaluating intersections of this nature, the Driggs Design Group, PA reviewed the Manual of Uniform Traffic Control Devices (MUTCD). This manual is a commonly used resource by engineering professionals in evaluating the need for traffic control devices on city, county and state roadways. In reviewing the MUTCD, there are several conditions that would warrant the installation of a 2-way stop control at an uncontrolled intersection. These conditions are as follows:

- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;
- B. Number and angle of approaches;
- C. Approach speeds;
- D. Sight distance available on each approach; and
- E. Reported crash experience

RECOMMENDATION

In reviewing these conditions and the characteristics of the intersection, the Driggs Design Group, PA does believe that the installation of stop signs on the minor roadway approaches would provide added safety at the intersection. Based on our discussion, speed along this section of gravel roadway is a concern, as we have discussed above there are also sight distance concerns. In addition, the recent accident may have been avoided if a stop sign was installed and the driver had slowed or stop as a result of posted signage.

From our discussions about the intersection, it was determined that a majority of the traffic is traveling in the north/south direction along Toulon Avenue. Therefore, Toulon Avenue would be classified as the major roadway, and Feedlot road would be classified as the minor roadway.

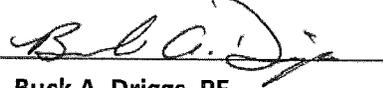
It is the recommendation of the Driggs Design Group, PA to install Stop Signs at the intersection for traffic traveling on the minor roadway, Feedlot Road. These signs should be installed on both the east and west side of the intersection and located near the radius point of the intersection. Sight distance should be checked during the installation of the proposed signage. Any obstructions should be eliminated as part of the installing the new signage. In addition, it is the recommendation of the Driggs Design Group, PA to install an advanced warning sign approximately 325' back from the proposed sign to provided advanced notice of the upcoming stop control at the intersection.

Please do not hesitate to contact me if you have any questions or comments pertaining to the above information. I can be reached at (785) 313-1346.

Sincerely,

Sincerely,

Driggs Design Group, PA

A handwritten signature in cursive script, appearing to read "B.A. Driggs", is written over a horizontal line.

Buck A. Driggs, PE

President/CEO

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 10-10-16

TOPIC:

Lease Agreement with City of Ellis for Dump Truck

ACTION REQUESTED:

Approve the attached lease and authorize the Chair to sign.

DISCUSSION:

Earlier this summer, the Ellis County Public Works Department became aware that the City of Ellis was in the market for a used dump truck. County Public Works at that time was proposing to eliminate one vacant Truck Driver position as part of the 2017 budget, which would result in one current truck in the County's fleet having no regular user. On June 17, the County began renting that truck to the City of Ellis. Subsequently, the City requested that a formal lease be drawn up protecting both parties' interests. Once the 2017 budget was finalized, County staff worked with the County Counselor to prepare a lease that provides that rental payments be applied to the purchase price of the truck if a sale occurs. The lease was approved by the Ellis City Council on October 3, and now comes before the County Commission for approval.

Following execution of the lease, staff intends to prepare an item for your Commission declaring the truck to be surplus equipment and offering it for sale to the City of Ellis.

FINANCIAL IMPACT:

The lease provides \$3,087 in revenue to the Public Works Department each month. Sale of the truck will provide funding that can be placed into the Capital Equipment Fund for future truck purchases.

PRESENTED BY:

Phillip Smith-Hanes, County Administrator

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

1. Lease Agreement

MOTOR VEHICLE LEASE

This Motor Vehicle Lease, effective as of June 17, 2016, by and between the **Board of County Commissioners of Ellis County, Kansas**, hereinafter called "Lessor" and the **City of Ellis, a Kansas Municipality**, hereinafter called "Lessee",

WITNESSETH:

WHEREAS, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the following described motor vehicle on the following terms and conditions:

1999 Mack Truck, Model #RD690S with a 15 foot dump body, Unit #2-648,
also including an 11 foot snow plow and mounting bracket and a 9 yard
Larson stainless steel sand spreader

1. ***Lease Payments.*** Lessee shall pay as lease payments for the above described vehicle, \$3,087.00 a month beginning on June 17, 2016, and monthly thereafter during the term of this lease. All lease payments shall be made to Lessor by Lessee at the following described address:

Ellis County Public Works
P.O. Box 691
Hays, KS 67601

2. ***Use of Vehicle.*** Lessee shall not use or permit the use of the leased vehicle in a negligent or improper manner or in violation of any law, or so as to avoid any insurance covering the vehicle, or permit the vehicle to become subject to any lien, charge or encumbrance.

3. ***Licensing and Registration.*** The vehicle subject to the lease shall bear license plates and the title shall be registered in the name of Lessor. Any annual registration or license fee shall be paid by Lessor.

4. ***Maintenance and Repairs.*** Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use and operation of the vehicle during the lease term, including but not limited to gasoline, oil, batteries, repairs, maintenance, tires and towing necessary for its proper use and operation, shall be at Lessee's expense. Lessee agrees to maintain the vehicle in accordance with all service intervals recommended by the manufacturer of the vehicle. Lessor shall not be liable for repairs, nor shall any such repairs be charged to Lessor.

5. ***Obligation to Insure.*** Insurance including collision, bodily injury and property damage will be maintained by Lessor. Lessee will promptly notify Lessor of any accident or incident that may result in an insurance claim.

6. ***Risk of Loss and Damage.*** Lessee shall bear all risks of damage or loss of the vehicle, or any portions of the vehicle, not covered by insurance. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of Lessee and shall be accessions to the vehicle. Lessee, at all times and at Lessee's expense, shall keep the vehicle in good working order, condition, and repair, reasonable wear and tear excepted. The lease payments on the vehicle shall not be prorated or abated while it is being serviced or repaired.

7. **Indemnity of Lessor.** Lessee agrees to indemnify Lessor against all claims, losses, causes of action, and expenses, including attorney fees and legal expenses, arising from Lessee's use, maintenance and operation of the vehicle.

8. **Term of Lease.** This lease shall be for a term of six (6) months and shall end on January 16, 2017, unless earlier terminated by Lessee upon notice to Lessor and delivery of the vehicle to Lessor. In no event shall the lease continue past January 16, 2017, and if terminated earlier, the lease payment shall be prorated to the date of return. Said vehicle shall be returned in the same condition as when received less reasonable wear and tear.

9. **Limitation of Warranties.** There are no warranties, expressed or implied, by Lessor to Lessee, except as contained in this agreement, and Lessor shall not be liable for any loss or damage to Lessee, nor to anyone else, of any kind and however caused, whether by any vehicle, its repair, maintenance, or equipment, or its failure, or by interruption of service or use of any leased vehicle.

10. **Application of Lease Payments.** In the event Lessor and Lessee reach an agreement for Lessee's purchase of the above described vehicle, all lease payments as made hereunder shall be applied toward the purchase price. The sale of said vehicle including the agreement of a purchase price shall be mutually discussed and negotiated by the parties at a future date.

IN WITNESS WHEREOF, the parties have executed this lease on the 3rd day of October, 2016.

BOARD OF COUNTY COMMISSIONERS OF ELLIS COUNTY, KANSAS

By _____
Dean Haselhorst, Chairperson

CITY OF ELLIS, KANSAS

By 
David McDaniel, Mayor

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 10-10-16

TOPIC:

Resolution to Approve Proposed Extension District

ACTION REQUESTED:

Adopt the attached Resolution and direct the County Clerk to publish it once each week for two consecutive weeks in the official county newspaper.

DISCUSSION:

Since the passage of the Smith-Lever Act in 1914, land-grant universities around the United States have cooperated with counties to provide extension services that disseminate important research developed at the universities to local residents, particularly in the areas of agriculture, family and consumer sciences, youth development, community and economic development. Over the past 20 years, many local county extension offices throughout the country have combined into regional entities to better leverage the strengths of individual extension agents in providing research-based information to the public. Here in Kansas, pursuant to the Kansas Extension District Law (K.S.A. 2-623 *et seq.*), 16 extension districts have been formed to date covering 45 counties. Ellis County is now bordered by counties included in extension districts on the north, south, east and west.

In April of this year, pursuant to Commission direction, the County Administrator reached out to his counterpart in Barton County regarding the possibility of forming an extension district comprised of these two similarly-sized counties. The Extension Councils of both counties have been supportive of this direction, which would allow the seven extension agents in the proposed district to provide more specialized extension services. This outreach resulted in a joint meeting of the two County Commissions in Great Bend on June 6 and a consensus to pursue further public outreach on a proposed district.

At this time, the Extension Council of Ellis County has submitted the attached Resolution for your Commission to consider in agreeing to form the proposed district. If the Commission adopts the Resolution, it will need to be published twice (in succeeding weeks) and will be subject to protest by voters. If the Barton County Commission adopts a companion Resolution and neither county receives voter protest, the two Commissions would then be responsible for appointing an executive board for the new extension district. This board, together with the two Commissions, the director of extension at Kansas State University, and the state Attorney General, would then craft an operational agreement for the district (similar to the draft agreement which is included as an attachment). Upon adoption of this agreement, the district would be officially formed as of July 1, 2017.

It is important to note that either Ellis or Barton county could withdraw from the new district if it proves unworkable, pursuant to the terms of K.S.A. 2-628. Your Commission

should also be aware that a new district would seek to enter into an agreement with Ellis County for the continued provision of office space for extension services, similar to the draft which is also attached.

FINANCIAL IMPACT:

For 2017, Ellis County will provide \$256,255 from the county's General Fund in support for the Extension Council, a decrease of 3.3% from the current-year level of funding. If an extension district is formed, beginning in 2018 the district would have independent authority to levy a tax and the county would no longer be required to contribute from the General Fund. It is proposed that the district be subject to a tax limitation by the operational agreement, but that this limit be increased if the counties stop providing office space.

PRESENTED BY:

Phillip Smith-Hanes, County Administrator

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

1. Resolution No. 2016-11
2. Draft Operational Agreement
3. Draft Office Space Agreement
4. "Extension in the Future" flyer

RESOLUTION NO. 2016-11

RESOLUTION TO APPROVE PROPOSED EXTENSION DISTRICT

WHEREAS, the Board of County Commissioners of Ellis County, Kansas, is authorized to approve an agreement pertaining to proposed extension districts created under K.S.A. 2-623 *et seq.*; and

WHEREAS, it is the desire of the Ellis County Extension Council to join the Barton County Extension Council in forming an extension district pursuant to K.S.A. 2-623; and

WHEREAS, pursuant to K.S.A. 2-623(j), prior to approving the agreement of the proposed extension district, the Board of County Commissioners of Ellis County, Kansas, is required to provide certain notice;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Ellis County, Kansas, that it is the intention of the Board of County Commissioners of Ellis County, Kansas, to approve an agreement to permit the Ellis County Extension Council to join the Barton County Extension Council in forming an extension district pursuant to K.S.A. 2-623 *et seq.*; and

BE IT FURTHER RESOLVED that the extension district shall have for its sole purpose the giving of instruction and practical demonstration in agriculture, marketing, home economics (family and consumer sciences), 4-H Club and youth work, community and resource development, and economic development initiatives to all persons in the extension district and the imparting to such persons of information on the subjects through practical demonstrations, meetings, publications, or otherwise in accordance with the program and service prescribed by the governing body of the extension district; and

BE IT FINALLY RESOLVED that if, within sixty (60) days following the last publication of this resolution, a petition in opposition to the approval of the agreement and the inclusion of Ellis County in the extension district is signed by not less than five percent (5%) of the qualified electors of Ellis County and is filed with the Ellis County election officer, the Board of County Commissioners of Ellis County, Kansas, will not approve the agreement and Ellis County will not be included in the extension district unless and until the agreement is approved by a majority of the qualified electors of Ellis County voting at a primary or a general election or a special election called and held for such purpose. This resolution shall become effective the day and year below written.

ADOPTED this 10th day of October, 2016, by the Board of County Commissioners of Ellis County, Kansas.

THE BOARD OF COUNTY COMMISSIONERS
OF ELLIS COUNTY, KANSAS

By: _____
Chairman

By: _____
Member

By: _____
Member

ATTEST:

By: _____
Ellis County Clerk

Vote: Yea _____
Nay _____

EXTENSION DISTRICT OPERATIONAL AGREEMENT

This is an operational agreement between Barton and Ellis County Extension Councils and K-State Research and Extension to form an Extension District, beginning July 1, 2017, hereby known as the _____ Extension District Number 17, Barton and Ellis Counties. The purpose of this agreement is to combine the Extension programs for each county into one Extension program serving the Extension District under K.S.A. 2-623 through 2-628.

1. District Objectives

- A. To plan, develop, and deliver an efficient and effective educational program.
- B. To develop and maintain a highly trained specialized professional and support staff through efficient and effective training programs and competitive pay scale.
- C. To strengthen the grass-root impact of programs, personnel, and budget through the election of the District governing body and appointment of District program development committee members.
- D. To provide for adequate financial resources and efficient use of those resources to support the Extension District program.

2. State Objectives

- A. To organize and structure the area and state specialists and administrators within the scope of available resources so as to give optimal support to the District, cooperating with the District to conduct Extension educational programs.

3. Funding the District

- A. State and Federal funds for the District.
 - (1) The District will receive an allocation from K-State Research and Extension in the amount equivalent to three agent positions for Barton County and four agent positions for Ellis County. The current FY 2017 amount is \$108,186.
 - (2) Future legislative appropriations to K-State Research and Extension will be contributed to each agent's salary within the District according to K-State Research and Extension District funding policy and funding formulas for county and District Extension agent positions. Allocations from K-State Research and Extension will continue according to current policy unless state or federal funding mandates or budget limitations require a reallocation of resources.

B. Local funding for the District.

- (1) The governing body of the Extension District, in the same manner as provided by law applying to other taxing subdivisions, may make an annual tax levy upon all the taxable tangible property of the Extension District, to be levied and collected as other taxes, at a rate fixed in accordance with the approved budget.
- (2) The original Extension District law provided for a tax levy not to exceed 2.5 mills. This agreement establishes a mill levy limit of 1.5 mills. If new office space must be found due to a change in the provision of in-kind office space from County Commissioners, this limit will be subject to re-negotiation.
- (3) Cash may accumulate due to budget efficiencies and staff vacancies. The District Governing Body agrees to utilize cash balances to create a capital outlay fund for future equipment needs as well as potential office facility needs, but otherwise will use carryover cash balances to fund a reasonable contingency balance and limit mill levy increases.
- (4) County appropriations for the FY 2017 Extension Council budgets, as determined by the FY 2017 Extension Council budget agreement in each county (Barton and Ellis) will be disbursed to the respective Extension Councils before July 1, 2017 or to the Extension District Number 17 if any balances remain unpaid after July 1, 2017.

C. Extension District Budget

- (1) The District governing body and the authorized representative of the Director of Extension, acting as a body, shall meet to prepare and adopt the annual budget for the Extension District, in accordance with and subject to the provisions of the Extension District law.
- (2) The District governing body and the authorized representative of the Director of Extension shall provide a public hearing for the budget.
- (3) The District governing body and the authorized representative of the Director of Extension shall file the budget with the county clerk of each county for the purpose of establishing the annual tax levy.

4. Organization of Governing Body

- A. The board of county commissioners of each county shall appoint four qualified electors of the county to membership on the initial District governing body.
- B. Two of the appointed members shall serve for terms ending upon the election of successors at the election held the first Tuesday of November of the first odd-numbered year following their appointment. The other two members' terms end upon the election held on the first Tuesday in November of the second odd-numbered year following their appointment.

- C. At the conclusion of the terms of the members first appointed to membership on the governing body of the District, the four members representing each county shall be elected for a term of four years in a countywide election, held on the first Tuesday in November in each odd-numbered year, by the qualified electors of the county and shall serve until such member's successor is elected and qualified.
- D. The governing body of the District shall organize annually in January by electing from among its members a chairperson, vice-chairperson, secretary, and treasurer.
- E. The District governing body will have regular meetings as required by Kansas extension law to conduct the business of the Extension District.
- F. Term of Office - The elected term of office on the District governing body will be four years. There is no limitation on successive terms.

5. Organization of Program Development Committees

- A. The District governing body will appoint program development committees (PDCs) each consisting of six or more members from each county, to develop educational program plans.
- B. PDCs shall be appointed to develop educational programs in agricultural pursuits, in family and consumer science work, in 4-H youth development work, and in community development initiatives. Additional PDCs may be appointed as desired by the governing body.
- C. Each program development committee shall be chaired by a member of the District governing body and shall meet as needed.
- D. All program plans shall be subject to final approval of the governing body of the Extension District.

6. Organizational Structure

- A. The office structure for the District will be determined by the District governing body and the authorized representative of the Director of Extension. An office will be maintained in each county. Ellis County will be the host county for filing the district extension budget.
- B. One or more Extension agents will be housed in each county in the District. Current agents, office professionals, and program assistants will be housed in the counties where they are presently located.
- C. One agent will be designated with the title and responsibilities of District Extension Director.

- D. The District governing body and the authorized representative of the Director of Extension shall attempt in good faith to contract with the county commissioners to provide continued use of present office space and other property provided by the counties for use by the extension district following approval of the operational agreement.
- E. The Extension District will adopt uniform policies and procedures for the District by January 1, 2018 (excluding county fairs). The agent(s) housed in their home county will remain the county fair contact in that county.

7. District Staffing

- A. The District governing body and the authorized representative of the Director of Extension will agree upon a staffing plan that meets the comprehensive educational programming needs as outlined in federal and state Extension authorizing legislation.
 - (1) All current agents, program assistants, and office professionals in the counties forming the District will be accepted into the District.
 - (2) Any reduction of personnel in the District from current combined county staff levels will be accomplished through attrition, or through an agreement of the District governing body and the authorized representative of the Director of Extension.
 - (3) Any increase in staff will be agreed upon by the District governing body and the authorized representative of the Director of Extension.
- B. New positions in the District will be filled according to K-State Research and Extension personnel policies.

8. Training and Professional Development

- A. K-State Research and Extension will provide in-depth training to District governing body members to include new member orientation, officer orientation, training in budget development, personnel management and other areas as agreed to by the District governing body and K-State Research and Extension.
- B. Training will be provided for all personnel becoming a part of the Extension District.
- C. All agents, program assistants, and office professionals will participate in appropriate professional development conducted by K-State Research and Extension and professional organizations, as well as other professional development approved by the District governing body and the authorized representative of the Director of Extension to enhance their ability to perform their responsibilities.

9. District Program Assistants

- A. District program assistants may be employed with approval of the District governing body and the authorized representative of the Director of Extension.

- B. All District program assistants must work with a specific program assignment and be under the supervision and direction of the appropriate District Extension agent.

10. Inventory of District Property

- A. Each county Extension council will provide an inventory of all property more than \$500 in value.
- B. The financial resources available to each council at the time of entry into the District will be added together with the inventory of property of each council, to determine the percentage of resources each county Extension council brought into the District.
- C. If a county withdraws from the District, the property, financial resources, and obligations shall be transferred to and assumed by the county Extension Council in accordance with the percentage of resources each county brought into the District.

The parties agree that no provision of this agreement is intended to conflict with or supersede the Kansas Extension District Law, K.S.A. 2-608 through 2-628. The group agrees to complete the process of forming a District under K.S.A. 2-623 through 2-628 upon the execution of this document. This document shall only be effective when approved by the Attorney General, the two Boards of County Commissioners, the Barton and Ellis County Extension Councils, and the authorized representative of the Director of Extension, Kansas State University.

Approved:

Chairperson, Barton County Extension Council

Date

Chairperson, Ellis County Extension Council

Date

Authorized Representative of the Director of Extension,
Kansas State University

Date

Representing Board of Commissioners - Barton County

Date

Representing Board of Commissioners - Ellis County

Date

Attorney General

Date

K-STATE RESEARCH AND EXTENSION OFFICE SPACE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the Board of County Commissioners of Ellis County, Kansas, and the Ellis County Extension Office, for and on behalf of the _____ Extension District No. 17.

WHEREAS the Ellis County Extension Office has been located _____ and the Board of County Commissioners of Ellis County have not charged rent for such office space; and

WHEREAS the Ellis County Extension Offices have formed the _____ Extension District No. 17; and

WHEREAS the _____ Extension District No. 17 is in need of office space in Hays, Kansas.

NOW THEREFORE the parties do hereby agree as follows:

1. The Board of County Commissioners of Ellis County, Kansas agrees to allow the _____ Extension District No. 17 to occupy _____.
2. The Board of County Commissioners of Ellis County, Kansas will allow the _____ Extension District No. 17 to occupy the above office space without payment of any rent.
3. The term of this agreement shall be one (1) year beginning July 1, 2017. This agreement will automatically renew itself unless either party, in writing, gives notice to the other party of their intent to terminate or modify this agreement. Any such notice shall be given in writing on or before July 1, one year prior to the end of the agreement.
4. This agreement is the entire agreement of the parties and no oral modifications of the agreement shall be permitted.

Witness our hands this day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF ELLIS COUNTY, KANSAS

By _____

Chairman

Member

Member

Extension Executive Board Chair

ATTEST:

County Clerk

Executive Board Secretary

Extension in the Future

Barton/Ellis Extension District

K-STATE
Research and Extension



The Extension Council Executive Boards in Barton and Ellis Counties have agreed to proceed with forming an Extension district. The Executive board members and Extension staff feel this will allow us to more effectively serve the needs of our citizens into the future.

This fact sheet contains information related to districting and how it will affect Extension programs in Barton and Ellis Counties.

If you have any questions, please do not hesitate to contact Extension staff or board members in your county.

What is an Extension District?

- ❖ A local unit of government
- ❖ Must consist of two or more counties
- ❖ Publically elected board – four members from each county
- ❖ A growing Extension trend – currently 45 counties in 16 districts statewide

How is a District Established?

- ❖ Extension executive boards indicate the intent to form an Extension district
- ❖ County commissioners pass a resolution to form an Extension district
- ❖ Sixty-day waiting period
- ❖ Operational agreement submitted to the Kansas Attorney General for approval
- ❖ July 1 – District operation begins

What are the Benefits of a District?

- ❖ **Expanded educational program opportunities** – Programs and activities in the district will be offered to constituents in both counties.
- ❖ **More in-depth subject knowledge** – Extension agents have reduced duplication of responsibilities which allows for specialization and greater focus and depth of expertise.
- ❖ **Efficiency in program delivery** – The largest portion of time needed to develop and deliver a program is in planning and preparation. It is more efficient to deliver the program to multiple groups.
- ❖ **Expanded youth experiences** – Youth will have access to 4-H activities offered in both counties.
- ❖ **Maintain local offices / retain staff at current sites** – All current KS Extension districts have kept an office in each county and have retained all current staff positions.
- ❖ **Increased operational efficiency** – Districting reduces the duplication of administrative tasks.
- ❖ **Added value** – Each county has a similar number of staff and county tax dollars in their budgets. With districting, both counties will have the expertise of seven professional staff to address local needs.

Who Can I Contact for More Information?

- | | | |
|-------------------------------|----------------|--|
| ❖ Barton Co. Extension Office | (620) 793-1910 | bt@listserv.ksu.edu |
| ❖ Ellis Co. Extension Office | (785) 628-9430 | el@listserv.ksu.edu |

Answers to Questions about Districting. . .

Why Barton and Ellis Counties?

Currently, each county has a similar population, similar county valuation, similar Extension budget and similar number of Extension Agents. These two counties are the most economically equitable partners in the region.

In a District, will I still have access to “my” Extension agents?

Current staff will continue to office in their local counties, and will provide educational programming in both counties. You will also have access to additional agents for more specialized service.

Will local county citizens lose control of Extension programming?

In a district, local governance remains extremely important. Each county is represented by four district governing board members, all of whom are elected by county residents. Each County within the District has at least 24 representatives serving on Program Development Committees (PDC) who meet with, assist and advise District Extension Agents in the development of programs to address local and statewide needs.

How is an Extension District different from the way Extension works now?

Currently, County Extension budgets are approved by the County Commissioners and funded through the general fund. In an Extension District, the Extension budget would be determined by the District governing board--elected in a county-wide municipal election--and funded through the taxing entity. Similar to County Commissioners, the board must be responsible to the taxpayers.

Will taxes increase if a District is formed?

Members of the Extension District governing board are elected by county citizens. They, too, are taxpayers and good stewards of taxpayer money. The District governing board meets annually with K-State Research and Extension’s representative to develop a budget that meets the satisfactory funding of programming needs of the District. The trend of Extension districts in Kansas has been to maintain relatively stable tax levels. *This is not a new tax.* Prior to this, Extension Council budgets were under the County Commission’s general fund and not listed separately.

Will creating a District cause us to lose our local county fair?

While K-State Research and Extension is highly involved in county fairs, these generally are run by local fair boards. These events will continue as in the past.

Who can benefit from Extension programs?

As an equal opportunity provider and employer, Extension has a rich history of providing services to all citizens. Through tax dollars, grant funding, private contributions and volunteer support, Extension provides high-quality educational opportunities to all county residents.



**Barton and Ellis
County Extension Staff
are here to serve you!**

*“Knowledge
for Life”*

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: *October 10, 2016*

TOPIC:

Drinking Establishment License Renewal Application, Precision Valley Golf Center

ACTION REQUESTED:

Approve application for Drinking Establishment license for above applicant.

DISCUSSION:

Renewal for two-year Drinking Establishment license.

FINANCIAL IMPACT:

\$200 fee for a two-year Drinking Establishment license.

PRESENTED BY:

Ellis County Clerk Donna J Maskus

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

*Application for Drinking Establishment License
Drinking Establishment License for signature*

COUNTY APPLICATION FOR _____ LICENSE
(Club, Drinking Establishment, Caterer)

State License Number 10-038-044-00

NEW _____ RENEWAL X EFFECTIVE DATES _____ THROUGH _____

NAME OF ORGANIZATION Precision Valley Golf Center

STREET &/OR POST OFFICE ADDRESS OF CLUB PREMISES _____

1500 W 27th St. Hays KS 67601

IS ORGANIZATION A: CORPORATION _____ PARTNERSHIP X INDIVIDUAL _____
ASSOCIATION _____ BUSINESS TRUST _____

NAME & ADDRESS OF OWNER OF PREMISES WHERE CLUB IS LOCATED _____

Precision Valley Golf Center LLC, 1500 W 27th St. Hays KS 67601

NAME & ADDRESS OF APPLICANT Landon Paul

1500 W 27th St. Hays KS 67601

IS LICENSE FEE OF \$200.00 ATTACHED? YES X NO _____

WILL YOU APPLY FOR A CEREAL MALT BEVERAGE LICENSE? YES _____ NO _____

PERSONAL OATH

STATE OF KANSAS)
) SS:
COUNTY OF ELLIS)

Landon Paul, BEING FIRST DULY SWORN, UPON OATH DEPOSES AND SAYS: THAT HE IS THE APPLICANT OR THE AUTHORIZED AGENT OF THE ABOVE NAMED ORGANIZATION: THAT HE HAS READ AND SIGNED THE SAME, AND KNOWS THE CONTENTS THEREOF AND THAT ALL STATEMENTS THEREIN CONTAINED ARE TRUE.



SIGNATURE

General Manager

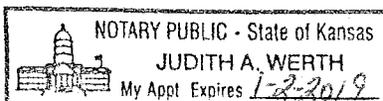
POSITION HELD IN ORGANIZATION

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 4th DAY
OF October, 2016.


NOTARY PUBLIC

COMMISSION EXPIRES Jan. 3, 2019

Seal



KEEP THIS POSTED CONSPICUOUSLY AT ALL TIMES
LICENSE

Fee \$200.00 _____ No. 2016-1 _____

TO ALL WHOM IT MAY CONCERN License is hereby granted to Precision Valley Golf Center holder of

Drinking Establishment State License No. 10-038-044-00

(Drinking Establishment, Caterer, Club B)

at 1500 W 27th St. Hays, KS 67601

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

in the Township of Big Creek in Ellis County, Kansas same having been approved by the governing body of said County as provided by the Laws of Kansas, K.S.A. 41-2622, and the regulations of the Board of County Commissioners.

This License is for year beginning 11/18/2016 and will expire 11/17/2018 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

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

(SEAL) _____ 10th _____ day of _____ October 2016 _____

Attest: _____ County Clerk _____ Chairman