

COUNTY COMMISSION

Monday, November 7, 2016

5:00 PM

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 19, 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. Blue Sky Acres Addition Final Plat (Jesse Rohr, Planning Inspection Enforcement Superintendent, City of Hays) Enclosure
- VI. Sale of Tholen Building (County Administrator Phillip Smith-Hanes) Enclosure
- VII. Lease of Fairgrounds Property to WKCAC (County Administrator Phillip Smith-Hanes) Enclosure
- VIII. Travel Reimbursements Policy (County Administrator Phillip Smith-Hanes) Enclosure
- IX. Award of Bid for Snow Removal Services (County Administrator Phillip Smith-Hanes) Enclosure
- X. Approval for 4-H youth to decorate tree north of library for Christmas (County Clerk Donna Maskus) Enclosure
- XI. County Counselor Reports (County Counselor Bill Jeter)
- XII. County Administrator Report (County Administrator Phillip Smith-Hanes)
- XIII. County Commission Reports
- XIV. Executive Session(s)
- XV. Adjournment

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: November 7, 2016

TOPIC:

Blue Sky Acres Addition Final Plat

ACTION REQUESTED:

Consider the Resolution accepting the final plat known as Blue Sky Acres Addition.

DISCUSSION:

The owner of the proposed Blue Sky Acres Addition has submitted a final plat for consideration. This property is located outside the City of Hays corporate city limits but does fall within the 3-mile extraterritorial jurisdiction area. The property is adjacent to previously platted property and is currently undeveloped farm ground. Acceptance of this plat will allow for development of the property. The plat is comprised of 6 lots ranging in size from 2.5 - 3 acres and is slated for residential development. The plat does include dedication of road and alley right-of-way. The roads are to remain private (as indicated on the plat) and will be constructed and maintained by the developer/adjacent lot owners.

Staff has reviewed the proposed plat which has also been reviewed by the Utility Advisory Committee. On April 18, 2016 the final plat was reviewed and approved (6-1 vote) by the Hays Area Planning Commission.

FINANCIAL IMPACT:

Financial impact of this proposed development is unknown at this time.

PRESENTED BY:

Jesse Rohr, Planning Inspection Enforcement Superintendent, City of Hays

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY ATTORNEY:

Yes No N/A

ATTACHMENTS:

Memo
Preliminary and Final Plat
Maps
Resolution

AGENDA ITEM: Consider the Final Plat of Blue Sky Acres Addition
OWNER: Mary Alice Unrein
TYPE OF REVIEW: Final Plat – Blue Sky Acres Addition
PRESENTED BY: Jesse Rohr, P.I.E. Superintendent, City of Hays
DATE PREPARED: April 29, 2016
AGENDA DATE: August 22, 2016

SUMMARY AND RECOMMENDED ACTION:

The subject property, known as the proposed Blue Sky Acres Addition, is under consideration for final plat approval. This is for the property located approximately 2 miles south of Hays along US Highway 183. The plat includes 6 lots ranging from 2.5 to 3 acres per lot and right-of-way dedication. **Staff recommends approving the final plat as submitted.**

BACKGROUND:

- The zoning of this property from A-L (Agricultural) to R-S (Residential Suburban) was approved by the City Commission on January 14, 2016.
- The preliminary plat was approved by the Planning Commission on February 15, 2016.
- The property abuts 7 lots of existing Residential Suburban (R-S) zoning (*Vonfeldt Addition - zoned and platted in 1977*)
- The remainder of the surrounding property (exclusive of the Vonfeldt Addition) remains agriculture.

POINTS TO CONSIDER:

- Water service for individual lots will be provided by private well or through rural water service.
- Sewer service will be provided through private septic systems, approved and permitted by Ellis Co.

- The developer has stated that the roads would be constructed to Ellis County road standards but would remain private with an HOA required to provide for maintenance. The roads are indicated as private on the final plat.
- This plat was taken before the Utility Advisory Committee (UAC) when first submitted in 2015. The issues noted at that time, which were primarily related to the roads and utilities, have since been addressed by the developer. No known further issues remain with the UAC. All easements as required are in place for future placement of any required utilities.
- Temporary turnaround access easements have been provided at the end of each dead-end road section to be constructed if needed.
- The plat meets the requirements of the current subdivision regulations in regard to lot size, setbacks, and specific utility requirements.

OPTIONS:

The following options are available for consideration:

- Approve the final plat as submitted
- Request further changes or considerations to the plat
- Do not approve the plat

RECOMMENDATION:

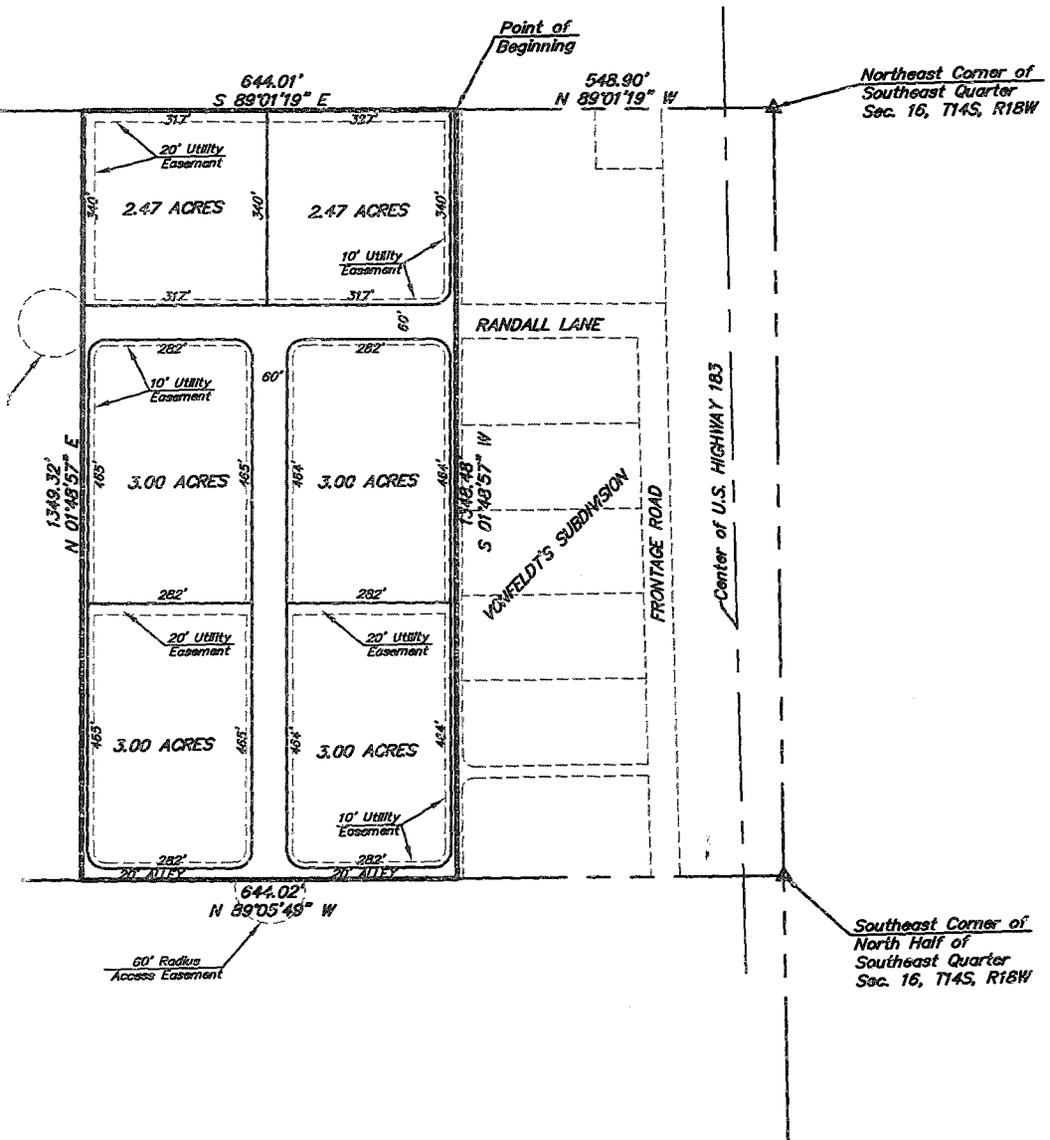
The plat seems to meet the requirements of the current subdivision regulations in regard to lot size, setbacks, and specific utility requirements. The property is already zoned for this type of development. **Staff, as well as the Hays Area Planning Commission recommends approving the final plat as submitted.**

ATTACHMENTS:

- Final Plat Map
- Area Maps



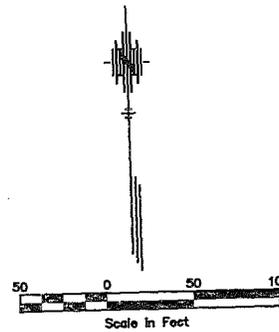
TO ELLIS COUNTY, KANSAS



DESCRIPTION

That part of the North Half of the South 14 South, Range 18 West, of the 6th Prin described as follows:

Commencing at the northeast corner of a Quarter; thence on an assumed bearing c seconds West, along the north line of said a distance of 548.90 feet to the point of described, said point also being the north to Ellis County, Kansas; thence South 01 along the west line of said Vonfeldt's Sub the southwest corner of said Vonfeldt's S south line of said North Half of the South degrees 05 minutes 49 seconds West, a distance of 644.02 feet; thence North 01 degrees 48 of 1,349.32 feet to a point on the north Southeast Quarter; thence South 89 degr along said north line, a distance of 644.0



OWNER and SUBDIVIDER:

Mary Alice Unrein

APPROVALS:

This plat has been submitted to Commission this _____ day of _____

LEGEND

△ Section Corner

SURVEYOR'S CERTIFICATE:

I, Harvey Ruder, a Register of Kansas, do hereby certify to the best of my knowledge.

Harvey Ruder



ELLIS COUNTY, KANSAS

Commencing at the northeast corner assumed bearing of North 89 degrees north line of said Southeast Quarter beginning of the land to be desc. corner of Vonfeldt's Subdivision 1 degrees 55 minutes 08 seconds Subdivision, a distance of 1,348.46 feet; thence North distance of 655.01 feet; thence a distance of 1,349.46 feet to a Quarter; thence South 89 degrees north line, a distance of 655.00

This tract contains 20.282 acres.

APPROVALS:

This Blue Sky Acres Addition, has been submitted to and approved by the Hays Planning Commission this _____ day of _____, 2016.

CHAIRMAN

SECRETARY

MAYOR

ATTEST: _____, City Clerk

John T. Bird, Attorney for the City of Hays

The dedications shown on this plat accepted by the County Commission of Ellis County, Kansas, this _____ day of _____, 20____.

CHAIRMAN

ATTEST: _____, County Clerk

Thomas Drees, Attorney for Ellis County

OWNER'S CERTIFICATE:

Know all men by these presents, that I, the undersigned property owner of the land above described have caused the same to be surveyed and platted into Lots, Streets, Alleys and Easements, the same to be known as "Blue Sky Acres Addition", in Ellis County, Kansas. The Streets and Alleys are private, and the easements as indicated on the accompanying plat are hereby granted to the public for the purpose of constructing, operating, maintaining, and repairing all public utilities.

By _____
Mary Alice Unrein

NOTARY CERTIFICATE:

State of Kansas, County of Ellis, ss:
Be it remembered that on this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, came Mary Alice Unrein, a single person, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal, this _____ day of _____, 20____.

EASEMENTS:

Easements are hereby dedicated right-of-way, which are shown as indicated and as set forth on the plat employed for the purpose of installing electric lines, telephone lines, and now or hereafter used, by the plat marked "Utility Esm't."

RECORDED:

State of Kansas, County of Ellis,

This is to certify that this record in the Register of Deeds day of _____, 20____ in 5 Page _____.

REGISTER OF DEEDS

REVIEW SURVEYOR'S CERTIFICATE:

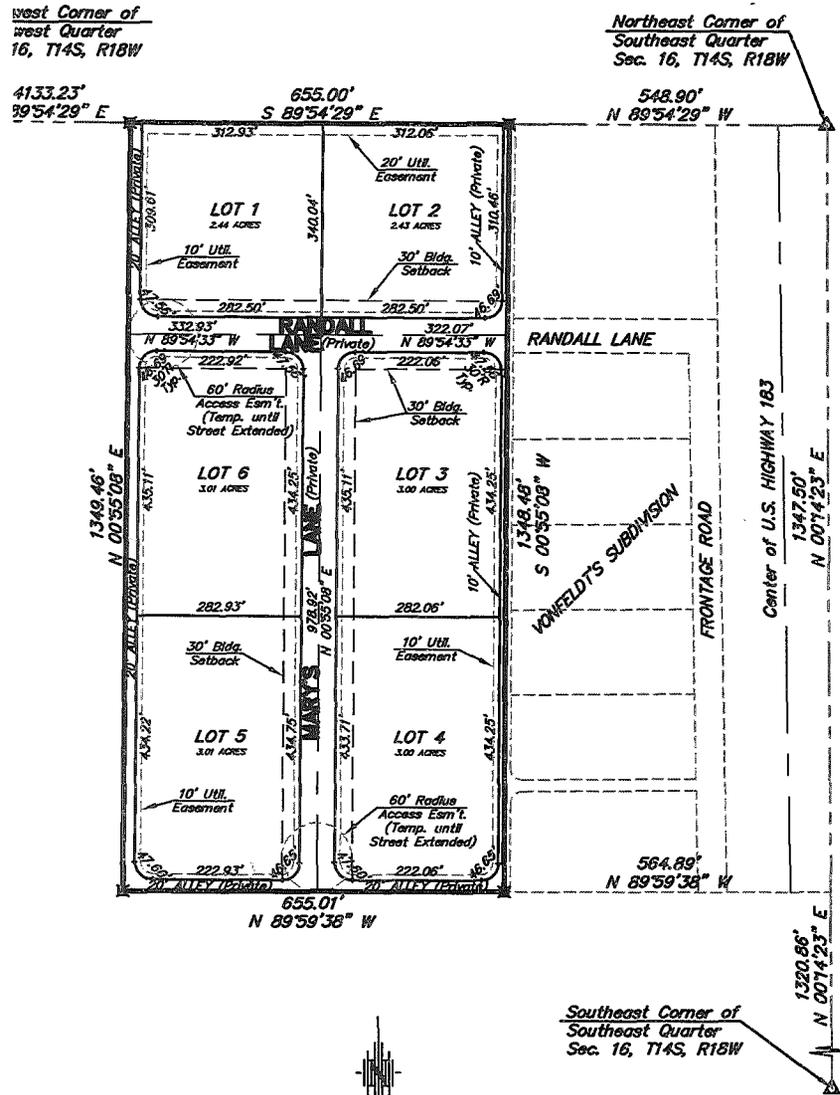
State of Kansas, County of Ellis,

I hereby certify that the review _____ be in compliance with the requirements of the statute. Approved this _____ day of _____, 20____.

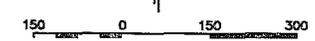
SURVEYOR'S CERTIFICATE:

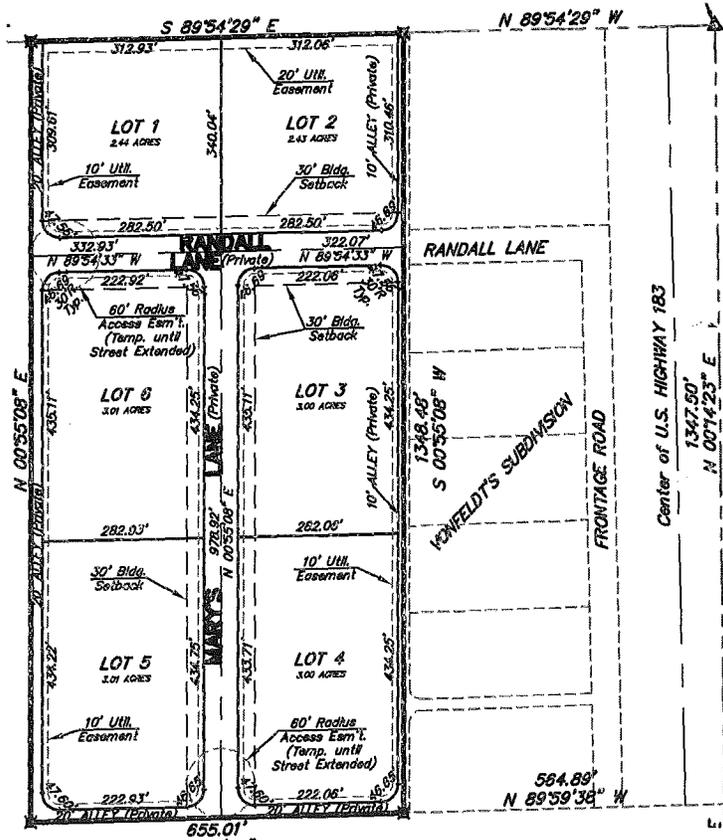
I, Harvey Ruder, a Registered of Kansas, do hereby certify this to the best of my knowledge.

Harvey Ruder
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LEGEND
1/2" Bar w/ Cap
and "RUDER RLS-918"





**PLAT AND DEDICATION
OF
BLUE SKY ACRES ADDITION
TO
ELLIS COUNTY, KANSAS**

Mary Alice Unrein, a single person, to the Public:

A. DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Mary Alice Unrein, the owner of the following real estate situated in Ellis County, Kansas, to-wit:

That part of the Southeast Quarter of Section 16, Township 14 South, Range 18 West, of the 6th Principal Meridian, Ellis County, Kansas, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence on an assumed bearing of North 89 degrees 54 minutes 29 seconds West, along the north line of said Southeast Quarter, a distance of 548.90 feet to the point of beginning of the land to be described, said point also being the northwest corner of Vonfeldt's Subdivision to Ellis County, Kansas; thence South 00 degrees 55 minutes 08 seconds West, along the west line of said Vonfeldt's Subdivision, a distance of 1,348.48 feet to the southwest corner of said Vonfeldt's Subdivision; thence North 89 degrees 59 minutes 38 seconds West a distance of 655.01 feet; thence North 00 degrees 55 minutes 08 seconds East a distance of 1,349.46 feet to a point on the north line of said Southeast Quarter; thence South 89 degrees 54 minutes 29 seconds East, along said north line, a distance of 655.00 feet to the point of beginning.

has caused the same to be surveyed and platted in accordance with the laws of the State of Kansas, as an addition to Ellis County, Kansas, and a plat thereof is attached hereto, made a part hereof and is a true and correct plat of BLUE SKY ACRES ADDITION TO ELLIS COUNTY, KANSAS. All easements included in this addition are fully set forth and defined on the plat and are intended to be and are forever dedicated to and for the public use and purposes designated forever. All streets and alleys set forth on said plat shall be private streets and alleys.

The several acres of the platted real estate are divided into lots, each of which are numbered, and the precise length and width is indicated by figures on their respective boundary lines, expressing their dimensions in feet and decimals of a foot. All of said lots are intended for sale.

B. RESERVATIONS, RESTRICTIONS AND COVENANTS

The owner declares that the aforesaid land, shown on the plat above referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth, and also any reservations, restrictions and covenants now of record.

C. AREA OF APPLICATION

FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part D and E shall apply in their entirety to all lots herein.

D. RESIDENTIAL AND RECREATIONAL AREA COVENANTS AND RESTRICTIONS

D-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential or recreational purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling, not to exceed two stories in height and an attached private garage. No building or rooms may be rented or occupancy of said premises permitted except by a single family unit without the prior written approval of the Architectural Control Committee; provided, however, this shall not be construed to prohibit the occupancy of buildings or rooms by relatives, in-laws, or domestic servants.

D-2. DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches, garages, and out buildings, shall not be less than 1,500 square feet for a one-story dwelling, nor less than 2,000 square feet for a split level or 2,800 for a two-story dwelling. No attached garage to any structure shall be less than a double car garage unless waived by the Architectural Control Committee.

D-3. OUTBUILDINGS. Only one outbuilding is allowed on each lot. All outbuildings shall be in conformity in style and setting to the main family dwelling and shall be subject to the approval of the Architectural Control Committee.

D-4. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevation.

D-5. FENCES AND WALLS. Lots shall have no fences or walls constructed on the perimeters or any place thereon so as to obstruct vision across said lots. No chain-link, chicken wire, barbed wire or similar type fence shall be permitted except to enclose swimming pools, dog runs or other similar uses as may be approved by the Architectural Control Committee. No fence or wall shall be constructed on any lot unless and until approved by the Architectural Control Committee.

D-6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, provided however, that construction shacks or similar structures used temporarily by contractors for building purposes shall be permitted only during the period of construction.

D-7. BUILDING MATERIALS. No structure or building shall be moved onto any lot at any time and all structures which are permitted to be built shall be of new construction and new material, except for exterior or interior finish materials used for decorative purposes. The requirements herein may be waived by the Architectural Control Committee upon written request.

Material bindings, wrappers, packages, boxes, and material scraps must be removed from Blue Sky Acres Addition by the contractor. If the contractor allows said materials to blow onto other homeowners' property or if the contractor dumps construction materials into the Blue Sky Acres Addition dumpsters, the Architectural Control Committee may assess the homeowner a \$50.00 fine per occurrence or per dump. The homeowner shall be responsible for advising the contractor of this provision or including a clean-up provision in the construction contract.

D-8. VEHICLE PARKING. No boats, trailers, campers, motorhomes, trucks snowmobiles, all terrain vehicles or other similar vehicles nor any large commercial vehicles or agricultural trucks nor any vehicle in the process of being repaired or otherwise inoperable, shall be stored or parked on streets or driveways or in a position so as to be visible from the street unless the same are appropriately screened from view from any street or lot situated in Blue Sky Acres Addition. The Architectural Control Committee shall approve all plans to screen such vehicles from view.

D-9. SIGNS. No sign of any kind shall be displayed to the public view on any lots except one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period, unless otherwise approved by the Architectural Control Committee.

D-10. VIEW FROM STREET OR LOT. All clotheslines, garbage cans, equipment, coolers, compost piles or storage piles shall be located as not to be visible from any lot within Blue Sky Acres Addition, unless a written exception is granted by the Architectural Control Committee.

D-11. LIVESTOCK AND POULTRY. No animals, livestock, pigeons, fowls or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs (except Rotweilers, Pit bulls, Doberman Pinchers, or any declared vicious dogs), cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No pets may be permitted to run loose within the Addition. Households are limited to two (2) domestic animals.

D-12. TELEVISION OR SATELLITES DEVICES. The placement of all television, or satellite devices must be approved in writing by the Architectural Control Committee.

D-14. WIND POWERED GENERATORS AND RADIO TOWERS. No wind powered generators or radio towers shall be allowed within Blue Sky Acres Addition.

D-15. TANKS. No elevated tanks of any kind shall be erected, placed or permitted on any lot.

D-16. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil of any kind be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any lot.

D-17. FIREARMS. There will be no discharging of firearms for any reason, i.e., hunting, etc. on any lots herein.

E. ADDITIONAL RESIDENTIAL COVENANTS AND RESTRICTIONS FOR LOTS

E-1. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Noxious or offensive activity includes, but is not limited to, any activity which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority.

E-2. MAINTENANCE OF PROPERTY. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All grasses, weeds and brush shall be maintained to present a pleasant and orderly visual appearance to Blue Sky Acres Addition.

E-3. SETBACK LIMITATIONS. No building or structure shall be located on lots nearer than 50 feet to the front lot line nor nearer than 50 feet to any side lot line.

E-4. RESTRICTIONS ON SUBDIVISION. No dwelling shall be erected or placed on any lot less than the size of the lots as platted herein and there shall be no subdivision of any lots.

E-5. WATER AND SEWAGE. All lots shall be supplied water by private well or rural water district and sewage disposal shall be by septic system. All water wells or sewage disposal facilities located on any lot shall be in compliance with and approved by all state and county health agencies and shall not be placed so as to interfere with the usage of like structures on adjoining premises. Each lot owner is responsible for the cost to install a sewage disposal system and a water system, including a water meter for water supplied by a rural water district.

F. ARCHITECTURAL CONTROL COMMITTEE

F-1. MEMBERSHIP. The Architectural Control Committee is composed of the Board of Directors of Blue Sky Acres Addition Homeowners Association. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

F-2. PROCEDURE. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the record covenants shall be deemed to have been fully complied with.

G. HOMEOWNER'S ASSOCIATION

G-1. SHAREHOLDER. An owner of a lot, upon becoming the record owner of title to said lot, shall automatically be a shareholder of an Association which shall be established and known as the Blue Sky Acres Homeowner's Association and shall remain a shareholder for the period of said ownership. The Association has been heretofore or will be incorporated under the laws of the State of Kansas as a corporation not for profit. The Association shall be governed by a Board of Directors as is provided in the Articles of Incorporation and By-Laws of the Association.

G-2. BENEFITS. No lot owner shall be entitled to any of the benefits, improvements or services provided by the Association unless the owner thereof shall have subjected his, her or its lot to the terms of the restrictions and covenants contained herein. For purposes hereof, accepting title to a lot within Blue Sky Acres Addition after the recording of this Plat and Dedication shall satisfy the foregoing requirements.

G-3. VOTING RIGHTS. The Blue Sky Acres Homeowner's Association shall have two (2) classes of voting stock, all as more fully set forth in the Articles of Incorporation and By-Laws of the Association.

H. GENERAL PROVISIONS

H-1. ZONING AND PLANNING. The aforesaid real estate shall further be subject to the zoning and planning ordinances of the City of Hays, Kansas, until such time as the subject real estate becomes subject to the zoning and planning resolutions of Ellis County, Kansas, if ever, as the same be amended from time to time.

H-2. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the time these covenants are recorded, after which time said covenants shall be automatically extended for

successive periods of ten (10) years, unless an instrument signed by a majority of the then lot owners has been recorded, agreeing to change said covenants in whole or in part.

H-3. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate, any covenant or restriction contained herein either to restrain violation or to recover damages.

H-4. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no wise affect the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

Mary Alice Unrein

STATE OF KANSAS, COUNTY OF ELLIS, ss:

BE IT REMEMBERED, that on this ____ day of _____, 2016 before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Mary Alice Unrein, a single person known to me to be the same person who executed the foregoing instrument of writing in behalf of herself and duly acknowledged the execution of the same for herself for the uses and purposed therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires:

Notary Public

STATE OF KANSAS, ELLIS COUNTY, ss:

Ruder Engineering & Surveying, LLC, certifies that the attached plat is a true and correct plat of Blue Sky Acres Addition to Ellis County, Kansas, the same being surveyed and platted by me, the undersigned, a qualified and licensed land surveyor.

Harvey Ruder, R.L.S.

Dated at Hays, Kansas, this _____ day of _____, 2016.

STATE OF KANSAS, ELLIS COUNTY, ss:

Be it known that the attached plat has been submitted to me and that the same is hereby approved this _____ day of _____, 2016.

John T. Bird
City Attorney, Hays, Kansas

STATE OF KANSAS, ELLIS COUNTY, ss:

I, Shaun Musil, Mayor of the City of Hays, Kansas, hereby certify that the attached plat was approved by the Governing Body of the City of Hays, Kansas on this _____ day of _____, 2016.

Shaun Musil
Mayor, City of Hays, Kansas

ATTEST:

Brenda Kitchen, City Clerk

(SEAL)

STATE OF KANSAS, ELLIS COUNTY, ss:

Be it known that the attached plat has been submitted to me and that the same is hereby approved this _____ day of _____, 2016.

Thomas Drees
Attorney for Ellis County

STATE OF KANSAS, ELLIS COUNTY, ss:

I, Dean Haselhorst, Chairman of the Board of the Ellis County Commissioners hereby certify that the attached plat of BLUE SKY ACRES ADDITION to Ellis County, Kansas was approved by the Board of County Commissioners of Ellis County, Kansas on the _____ day of _____, 2016.

Dean Haselhorst, Chairman

ATTEST:

Donna Maskus, County Clerk

(SEAL)

RESOLUTION NO. _____

GOVERNING BODY OF THE CITY OF HAYS, KANSAS TO THE PUBLIC:

WHEREAS, Mary Alice Unrein, a single person have presented to the Governing Body of the City of Hays, Kansas, a certain Plat of BLUE SKY ACRES ADDITION, Ellis County, Kansas said plat covering the following described real estate, to-wit:

That part of the Southeast Quarter of Section 16, Township 14 South, Range 18 West, of the 6th Principal Meridian, Ellis County, Kansas, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence on an assumed bearing of North 89 degrees 54 minutes 29 seconds West, along the north line of said Southeast Quarter, a distance of 548.90 feet to the point of beginning of the land to be described, said point also being the northwest corner of Vonfeldt's Subdivision to Ellis County, Kansas; thence South 00 degrees 55 minutes 08 seconds West, along the west line of said Vonfeldt's Subdivision, a distance of 1,348.48 feet to the southwest corner of said Vonfeldt's Subdivision; thence North 89 degrees 59 minutes 38 seconds West a distance of 655.01 feet; thence North 00 degrees 55 minutes 08 seconds East a distance of 1,349.46 feet to a point on the north line of said Southeast Quarter; thence South 89 degrees 54 minutes 29 seconds East, along said north line, a distance of 655.00 feet to the point of beginning.

all situated in the County of Ellis, State of Kansas, to be known as the

Plat of BLUE SKY ACRES ADDITION, Ellis County, KANSAS

WHEREAS, the said plat has been recommended by the City Planning Commission and approved by the City Attorney, as required by law, and application having been made for the approval by the Governing Board of the City of Hays, Kansas, and said Governing Body having found said plat to be legal and conforming with the statutes in such matter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYS, KANSAS, that the City of Hays hereby approves said plat and dedication and that the City Clerk is hereby authorized and instructed to endorse on said plat the approval herein set forth.

PASSED AND ADOPTED by the Governing Body of the City of Hays, Kansas
this _____ day of _____, 2016.

ATTEST:

Brenda Kitchen, City Clerk

Shaun Musil, Mayor

(SEAL)

RESOLUTION

NO. _____

THE BOARD OF COUNTY COMMISSIONERS OF ELLIS COUNTY, KANSAS TO THE PUBLIC:

WHEREAS, Mary Alice Unrein, a single person, have presented to the Board of County Commissioners of Ellis County, Kansas, a certain plat of BLUE SKY ACRES ADDITION, ELLIS COUNTY, KANSAS, situated outside the city limits of the City of Hays, Kansas, in the County of Ellis, Kansas, said plat showing lots, streets and easements covering the following described real estate, to-wit:

That part of the Southeast Quarter of Section 16, Township 14 South, Range 18 West, of the 6th Principal Meridian, Ellis County, Kansas, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence on an assumed bearing of North 89 degrees 54 minutes 29 seconds West, along the north line of said Southeast Quarter, a distance of 548.90 feet to the point of beginning of the land to be described, said point also being the northwest corner of Vonfeldt's Subdivision to Ellis County, Kansas; thence South 00 degrees 55 minutes 08 seconds West, along the west line of said Vonfeldt's Subdivision, a distance of 1,348.48 feet to the southwest corner of said Vonfeldt's Subdivision; thence North 89 degrees 59 minutes 38 seconds West a distance of 655.01 feet; thence North 00 degrees 55 minutes 08 seconds East a distance of 1,349.46 feet to a point on the north line of said Southeast Quarter; thence South 89 degrees 54 minutes 29 seconds East, along said north line, a distance of 655.00 feet to the point of beginning.

all situated in the County of Ellis, State of Kansas, to be known as a BLUE SKY ACRES ADDITION to Ellis County, Kansas; and

WHEREAS, the said plat has been recommended by the City-County Planning Commission as required by law, and application having been made for the approval by the Board of County Commissioners of Ellis County, Kansas, and said commission having found said plat to be legal and conforming with the statutes in such matter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF ELLIS COUNTY, KANSAS, that the board of County Commissioners hereby approves said plat and dedication and that the County Clerk is hereby authorized and instructed to endorse on said plat the approval herein set forth.

PASSED AND ADOPTED by the Board of County Commissioners of Ellis
County, Kansas this ____ day of _____, 2016.

Dean Haselhorst
Chairman

ATTEST:

County Clerk
Donna Maskus



First American Title™

Title Insurance Commitment

ISSUED BY

First American Title Insurance Company

Commitment

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California 92707

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AGREEMENT TO ISSUE POLICY	1
CONDITIONS	2
SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I – REQUIREMENTS	Insert
SCHEDULE B-II – EXCEPTIONS	Insert

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Commitment No. 16-061FA

Dennis J. Gilmore
President

Ellis County Abstract & Title, LLC
110 East 12th St.
Hays, KS 67601
Tel: 785-625-2316
Fax: 785-625-6349

Jeffrey S. Robinson
Secretary

Countersigned

(This Commitment is valid only when Schedules A and B are attached)
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This jacket was created electronically and constitutes an original document

SCHEDULE A

This is an informational commitment only.

COMMITMENT NO. 16-061FA

1. Commitment Date: October 27, 2016 at 08:00 AM

2. Policy (or policies) to be issued:

(a) ALTA Owner's Policy (ALTA Own. Policy (6-06)) Policy Amount:
Proposed Insured:

Mary Alice Unrein

(b) ALTA Loan Policy (ALTA Loan Policy (6-06)) Policy Amount:
Proposed Insured:

(c) Policy Amount: \$
Proposed Insured:

3. Fee Simple Interest in the land described in this Commitment is owned, at the Commitment Date, by

Mary Alice Unrein

4. The land referred to in this Commitment is described as follows:

That part of the Southeast Quarter of Section 16, Township 14 South, Range 18 West, of the 6th Principal Meridian, Ellis County, Kansas, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence on an assumed bearing of North 89 degrees 54 minutes 29 seconds West, along the north line of said Southeast Quarter, a distance of 548.90 feet to the point of beginning of the land to be described, said point also being the northwest corner of Vonfeldt's Subdivision to Ellis County, Kansas; thence South 00 degrees 55 minutes 08 seconds West, along the west line of said Vonfeldt's Subdivision, a distance of 1,348.48 feet to the southwest corner of said Vonfeldt's Subdivision; thence North 89 degrees 59 minutes 38 seconds West a distance of 655.01 feet; thence North 00 degrees 55 minutes 08 seconds East a distance of 1,349.46 feet to a point on the north line of said Southeast Quarter; thence South 89 degrees 54 minutes 29 seconds East, along said north line, a distance of 655.00 feet to the point of beginning.

SCHEDULE B - SECTION I

REQUIREMENTS

COMMITMENT NO. 16-061FA

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the Policy.
3. Documents satisfactory to us for creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. File properly executed **Plat and Dedication of Blue Sky Acres Addition to Ellis County, Kansas and resolutions from Ellis County, Kansas and the City of Hays, Kansas.**
6. NOTE: If any requirements shown on Schedule B-Section 1 of this commitment are not complied with then the requirement or the matters constituting the requirement will be shown as an exception or exceptions on the Policy or Policies provided the Company elects to issue such Policy or Policies.
7. CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by ELLIS COUNTY ABSTRACT & TITLE, LLC, we require all monies due from the purchase to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the sale proceeds of any "payoffs" pursuant to the closing require "Good Funds" then monies received by us for such must be by bank or wire transfer.
8. The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.

SCHEDULE B-SECTION II

EXCEPTIONS

COMMITMENT NO. 16-061FA

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment."
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. All assessments and taxes due for the year 2016, and thereafter. 2015 taxes – None, now due and payable. - PARCEL I.D. NO. 51-8660
8. The lien of any special taxes or assessments entered after the date hereof. None, now due and payable.
9. Building set back lines and easements as shown on the recorded plat map thereof.
10. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records or are shown in Schedule B.
11. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (U.S.C. §§181 et seq.) or under similar state laws.

ELLIS COUNTY, KANSAS

Commencing at the northeast corner of Vonfeldt's Subdivision, assumed bearing of North 89 degrees 55 minutes 08 seconds Subdivision, a distance of 1,348. Vonfeldt's Subdivision; thence North distance of 655.01 feet; thence a distance of 1,349.46 feet to a Quarter; thence South 89 degree north line, a distance of 655.00

APPROVALS:

This Blue Sky Acres Addition, has been submitted to and approved by the Hays Planning Commission this _____ day of _____, 2016.

CHAIRMAN

SECRETARY

MAYOR

ATTEST: _____ City Clerk

John T. Bird, Attorney for the City of Hays

The dedications shown on this plat accepted by the County Commission of Ellis County, Kansas, this _____ day of _____, 20____.

CHAIRMAN

ATTEST: _____ County Clerk

Thomas Drees, Attorney for Ellis County

OWNER'S CERTIFICATE:

Know all men by these presents, that I, the undersigned property owner of the land above described have caused the same to be surveyed and platted into Lots, Streets, Alleys and Easements, the same to be known as "Blue Sky Acres Addition", in Ellis County, Kansas. The Streets and Alleys are private, and the easements as indicated on the accompanying plat are hereby granted to the public for the purpose of constructing, operating, maintaining, and repairing all public utilities.

By _____
Mary Alice Unrein

NOTARY CERTIFICATE:

State of Kansas, County of Ellis, ss:
Be it remembered that on this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, came Mary Alice Unrein, a single person, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal, this _____ day of _____, 20____.

EASEMENTS:

Easements are hereby dedicated right-of-way, which are shown as indicated and as set forth on this plat, employed for the purpose of installing electric lines, telephone lines, and now or hereafter used, by the party marked "Utility Eas't."

RECORDED:

State of Kansas, County of Ellis,
This is to certify that this record in the Register of Deeds day of _____, 20____ in Book _____ Page _____.

REGISTER OF DEEDS

REVIEW SURVEYOR'S CERTIFICATE:

State of Kansas, County of Ellis,

I hereby certify that the review is in compliance with the requirements. Approved this _____ day of _____, 20____.

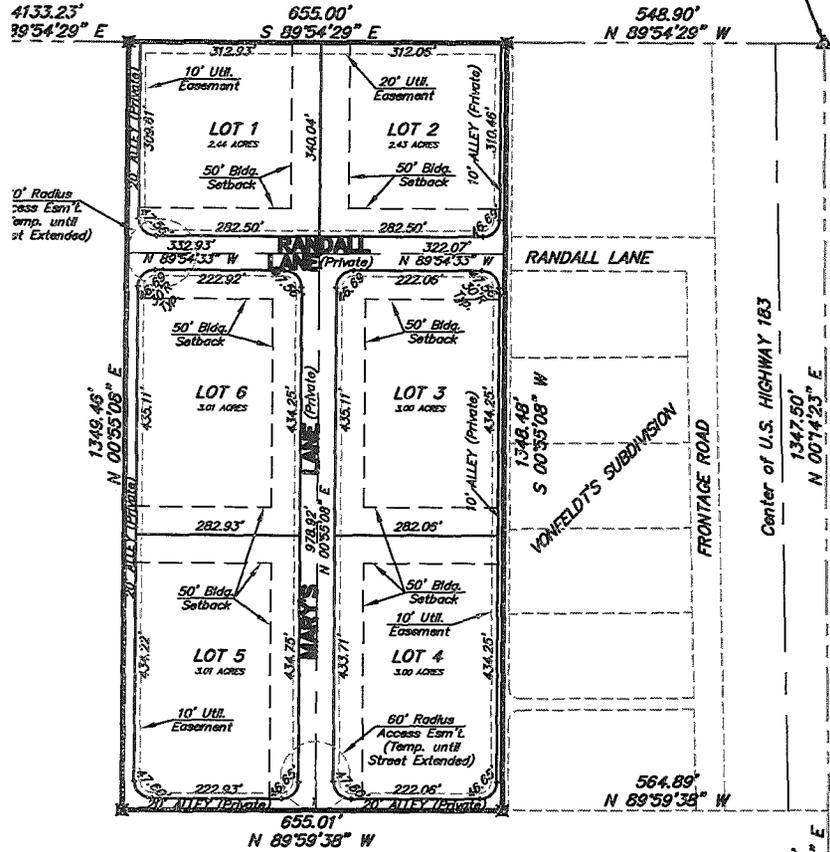
SURVEYOR'S CERTIFICATE:

I, Harvey Ruder, a Registered of Kansas, do hereby certify this to the best of my knowledge.

Harvey Ruder
Page 29

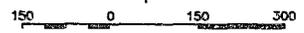
West Corner of West Quarter 16, T14S, R18W

Northeast Corner of Southeast Quarter Sec. 16, T14S, R18W



Southeast Corner of Southeast Quarter Sec. 16, T14S, R18W

LEGEND
1/2" Bar w/ Cap
Red "RUDER RLS-916"



ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 11-7-16

TOPIC:

Sale of Property at 209 W. 12th Street (Tholen Building)

ACTION REQUESTED:

1. Open the bids received.
2. Accept the highest bid.
3. Direct County Counselor to develop a contract of sale with the highest bidder.

DISCUSSION:

On April 18, Commissioners affirmed an intent to sell the property at 209 W. 12th Street in Hays (known as the "Tholen building"), which had been used for storage of records. On September 19, Commissioners voted to move forward with the sale and authorize the County Administrator to advertise for sealed bids. This action was affirmed by Resolution on October 3. Advertising of the sale began on the County's website on October 4, and an advertisement appeared in the *Hays Daily News* on three consecutive Sundays. Sealed bids were due to the County Administrator by 4:00 p.m. on Wednesday, November 2. Two bids were received. At this time, staff proposes to open the bids in the presence of the Commission.

Once a high bidder has been determined and the price is determined to be acceptable, County Counselor should develop a contract of sale. Staff will then need to return to the Commission at a future date to conduct a public hearing on the sale.

FINANCIAL IMPACT:

There is a potentially positive impact through sale of the building. One-time proceeds from the building sale could be placed into the capital reserve for future improvements to other County buildings. In addition, sale of the building to a private party would place the property back on the tax rolls and generate future tax revenue to fund ongoing operations. The 2016 County appraised value of the building was \$60,830.

PRESENTED BY:

Phillip Smith-Hanes, County Administrator

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

None

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 11-7-16

TOPIC:

Lease of Fairgrounds Property to WKCAC

ACTION REQUESTED:

Authorize the Chair to sign the attached lease upon approval by the Fair Board.

DISCUSSION:

The Western Kansas Child Advocacy Center (WKCAC) has received a grant to construct a 36' x 48' building to store its Mobile Child Advocacy Unit. WKCAC approached the County to determine if any County property would be available to construct this building. The building would revert to the landowner if the WKCAC ceases to use it for its intended purpose. After discussions with several County entities, the Fair Board and the WKCAC agreed that a spot at the northwest corner of the Fairgrounds property would meet the needs of WKCAC and not create any issues for Fair operations.

County Counselor has drafted the attached lease, which has been agreed upon by WKCAC and reviewed by the Fair Board president. However, the Fair Board does not meet again until November 17. In order to expedite the process (WKCAC would like to get the building constructed before winter if possible), staff asks that the Commission agree to the attached lease and authorize the Chair to sign it upon concurrence by the Fair Board.

Because the Fairgrounds property is within the extraterritorial zoning jurisdiction of the City of Hays, County staff has also checked with the City's planning staff to verify there are no issues with this type of construction.

FINANCIAL IMPACT:

There is no impact on County revenues or expenditures.

PRESENTED BY:

Phillip Smith-Hanes, County Administrator

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

Lease

LEASE AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2016, by and between the **Board of County Commissioners of Ellis County, Kansas** (“County”), the **Ellis County Fair Association** (“Fair”) and **Western Kansas Child Advocacy Center, Inc.** (“Tenant”),

WHEREAS, Tenant desires to construct a steel building for the purpose of housing its Mobile Child Advocacy Center Unit, and

WHEREAS, County owns and Fair has operational control over the Ellis County fairground property legally described as follows:

A tract of land located in the East Half of the Northwest Quarter (E/2 NW/4) of Section Nineteen (19), Township Thirteen (13) South, Range Eighteen (18) West of the 6th p.m., Ellis County, Kansas

And

WHEREAS, County and Fair desire to rent to Tenant a portion of the above described property for the purpose of constructing a building, which property is described as follows, to-wit:

2,000 square feet of ground located approximately 50 feet south of the Northwest Corner of the East Half of the Northwest Quarter (E/2 NW/4) of Section Nineteen (19), Township Thirteen (13) South, Range Eighteen (18) West of the 6th P.M., Ellis County, Kansas

NOW THEREFORE, for good and valuable consideration and the mutual covenants and promises of the parties contained herein, it is agreed as follows:

**SECTION 1:
TERM AND RENTAL**

The initial term shall be five (5) years commencing on November 7, 2016, and ending on November 6, 2021, unless sooner terminated as provided in the terms of this Agreement. Tenant shall have the right to renew this lease for ___ additional five (5) year terms by giving County and Fair notice of intent to exercise such option to renew no later than ninety (90) days prior to the expiration of the primary or any renewal term of this lease.

In return for the services provided by Tenant to the community and for such other terms and conditions of this Agreement, Tenant shall not be obligated to make any monthly rental payment.

**SECTION 2:
POSSESSION**

Tenant shall have possession and access to the property beginning on November 7, 2016. Possession shall include not only the right to peacefully and quietly have, hold and enjoy the above described property but in addition thereto the right of ingress and egress during the term of this lease including the right to access the property in order to build, repair and maintain the Mobile Child Advocacy Center Unit storage facility.

If at any time Tenant shall cease doing business or shall otherwise abandon its use of the storage facility, then said facility shall become the sole and separate property of County and Fair at no expense to them.

**SECTION 3:
TENANT'S RESPONSIBILITIES**

Tenant hereby agrees to the following terms and conditions:

- A. Tenant shall not sublease, assign, transfer, mortgage, pledge or encumber the above described property or any portion thereof.
- B. Tenant shall maintain the property in a clean, orderly, healthful condition and agrees to comply with all laws, ordinances, rules and regulations of all government agencies.
- C. Tenant will not use the property for any unlawful, disruptive or hazardous purpose nor maintain any public or private nuisance and shall not disturb the quiet enjoyment of the County and Fair to its adjacent property or permit any offensive odors or make any excessive noise or permit anything which would increase the fire insurance rate or other insurance rates on County and Fair's buildings or contents.
- D. Tenant shall not install or permit the installation of any signs without the written consent of County and Fair.
- E. Tenant shall be responsible for all utilities, including but not limited to water and electricity, including the obligation of Tenant to install separate meters as necessary. As a part of this Agreement, County and Fair agree to provide to Tenant such construction easements as are necessary for the purpose of installing utilities all subject to the prior written approval of County and Fair which approval shall not be unreasonably withheld or delayed.
- F. Tenant shall obtain and keep in force and effect during the term and any renewal thereof of this Agreement such comprehensive insurance with a company or companies in amounts reasonably acceptable to County and Fair covering public liability and property damage. Such insurance shall name County and Fair as

additional insured. Tenant agrees to deliver to County and Fair a certificate of insurance within twenty (20) days of a written request from County and/or Fair for such documentation.

- G. All initial improvements and subsequent additions, alterations or other changes to the leased property shall require the prior approval of County and Fair which approval shall not be unreasonably withheld or delayed.

SECTION 4: MISCELLANEOUS

This Agreement contains the entire agreement between the parties hereto, and it may be modified only by an agreement in writing signed by County, Fair and Tenant. No provision may be waived except in a writing signed by County, Fair and Tenant. Except as otherwise provided herein, no surrender of the leased premises or of the remainder of the terms of this Agreement shall be valid unless accepted by County and Fair in writing. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or contemporaneous oral promises, agreements or warranties of County and Fair except such as are expressed herein.

This agreement shall be governed by the laws of the State of Kansas.

County and Fair warrant that County and Fair control the leased premises and have the right of access thereto; that County and Fair have full right to enter into this Agreement; and that Tenant shall have quiet and peaceful possession of the Tenant's leased property.

All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of the other party, or (ii) when properly deposited for delivery by commercial overnight delivery service, prepaid, or by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, on the date that is two days after the date set forth in the records of such delivery service or on the return receipt and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address.

This agreement may be executed in counter parts and signature on any copy shall constitute execution of the original. This agreement shall extend to and be binding upon the representatives, trustees and assigns of the respective parties hereto.

The relationship between the parties is that of lessor and lessee, and it is expressly understood and agreed that County and Fair will not in any way or for any purpose become a partner or a joint venturer of Tenant in the conduct of Tenant's business and County and Fair shall not be responsible for any of Tenant's obligations arising from the installation and operation of Tenant's use of the leased premises.

If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party which itself or through its agent prepared the same, it being agreed that agents of each party have participated in the preparation hereof.

SECTION 5: INDEMNIFICATION

Tenant hereby indemnifies and holds County and Fair harmless against any and all claims, judgments, penalties, fines, costs, liabilities or losses including without limitation attorney fees and fees for the employment of any environmental expert or consultant as a result of the presence upon the leased property of any hazardous substances which is caused or permitted to be present upon the property by Tenant and its invitees. Tenant shall not cause or permit any hazardous substance to be brought upon, kept or used in or about the leased premises by its agents, employees, contractors or invitees except those that are kept, stored or disposed of in a manner that complies with environmental laws. Tenant shall not install or permit the installation of any underground storage tanks for the purpose of storing any petroleum based products or any hazardous substance.

Tenant agrees to indemnify County and Fair and hold them harmless and against all cost, loss, damage, expense and/or liability arising out of or based upon any and all accidents, death, injuries and/or damages of any kind whatsoever to any person or any property howsoever occurring and claimed to have been suffered upon the premises, the improvements thereon, or the sidewalks, driveways, or approaches immediately adjoining the same other than and excluding any acts or omissions to act of the County and Fair and/or its agents constituting negligence.

SECTION 6: DEFAULT

The occurrence of any of the following shall constitute a default by Tenant under this lease agreement:

- A. If Tenant shall violate or fail to perform any covenant or agreement (other than rent) to be performed or observed by Tenant under the terms of this Lease Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof.
- B. In the event of bankruptcy to Tenant, dissolution of Tenant or liquidation of substantially all of Tenant's assets.

If there be any default by Tenant under this Lease Agreement, County and Fair shall have the right at their sole option to terminate this lease. In addition thereto, County and Fair may re-enter or terminate Tenant's right of possession and take possession of the leased property. If there be any default under this Lease Agreement by Tenant, then whether or not this Lease Agreement is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for any damages that may be due or sustained prior to recovery of possession by County and Fair including all reasonable costs, fees, attorney fees and expenses.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, agents or representatives on the date first written above.

ELLIS COUNTY FAIR ASSOCIATION

By _____
President

Secretary

BOARD OF COUNTY COMMISSIONERS
OF ELLIS COUNTY, KANSAS

By _____
Chairperson

ATTEST:

Donna Maskus, County Clerk

WESTERN KANSAS CHILD ADVOCACY
CENTER, INC.

By _____
President

Secretary

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 11-7-16

TOPIC:

Travel Reimbursements Policy

ACTION REQUESTED:

Repeal the Meal/Mileage Reimbursement Policy and Business Meals and Refreshments Policy adopted May 5, 2014, and replace with the attached Travel Reimbursements Policy.

DISCUSSION:

Some confusion has arisen with respect to application of the policies for employee reimbursements for travel and meals. After discussion with department heads, the County Administrator has drafted the attached policy to replace two existing policies. The new policy is not a substantial change in content from the prior policies, but is intended to be clearer and more comprehensive.

Some highlights of this policy include:

- Removal of reference to a specific mileage rate. The IRS rate for business miles driven has decreased since 2014, resulting in a situation where County policy provides a higher reimbursement than is permissible under IRS rules.
- Defining areas in which overnight travel is permitted versus when an employee is expected to return home for the night.
- Defining snacks that may be purchased separate from a meal in accordance with IRS rules.
- Clarification of what is considered an incidental expense, which was referenced in the prior policy but had generated misunderstanding.

The policy has been reviewed by the County's auditing firm and shared with SEIU.

FINANCIAL IMPACT:

The policy is not intended to increase or decrease costs to Ellis County. Employee travel expenses for the first nine months of this year totaled more than \$40,450 countywide.

PRESENTED BY:

Phillip Smith-Hanes, County Administrator

REVIEWED BY COUNTY ADMINISTRATOR:

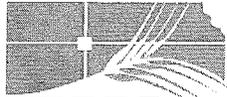
Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

1. Travel Reimbursements Policy



Ellis COUNTY

KANSAS Travel Reimbursements Policy

Policy Owner:	Ellis County, KS
Policy Approver(s):	County Commission
Related Policies:	Human Resources Policy
Related Procedures:	
Storage Location:	K:\Policies
Initial Approval Date:	September 1, 2012
Updates Approved Dates:	May 5, 2014
Next Review Date	

Mileage: Employees will be reimbursed for any use of a personal vehicle on County business – excluding travel from an employee’s residence to his/her principal work site. Such reimbursement will be for miles driven by the shortest route (as substantiated by an online mapping program) at the annually-published IRS mileage rate for business miles driven. Such reimbursement will be made through the accounts payable process and will not be taxable income to the employee.

Lodging: Employees will be provided the actual cost of lodging when required to stay outside the counties of Ellis, Rooks, Russell, Rush, or Trego for an overnight period for County business purposes. Compensation for such lodging will require substantiation by an actual receipt, and should be at a rate less than or equal to the *per diem* rates published annually by the federal General Services Administration. If there is a published rate for hotels in association with a conference that exceeds the GSA rate for the location, the employee may be compensated for the lowest available conference hotel rate upon presentation of documentation. Compensation for lodging will not be taxable income to the employee. It is highly preferred that lodging be charged to the County’s purchasing card; in an instance where this is not possible, the reimbursement shall be made through the accounts payable process.

Meals:

Employees are generally not provided meals within Ellis County (including reimbursements for meals purchased). Exceptions may be made on a *de minimis* basis for things such as group meetings. Such instances should be charged to the County’s purchasing card and must include documentation of the participants in the meeting and the purpose of the meeting. *De minimis* provision of in-county meals will not be taxable income to the employee.

When an employee has to be outside of Ellis County during a normal meal period (but not for overnight travel), reimbursement for a meal is considered taxable income. Such reimbursement shall be at the actual cost of the meal up to a maximum of \$11 for breakfast (if the employee leaves the County before 6 a.m. and returns after 9 a.m.*), \$12 for lunch (if the employee leaves the County before 10 a.m. and returns after 3 p.m.*), or \$23 for dinner (if the employee leaves the County before 4 p.m. and returns after 7 p.m.*). These rates include all taxes and tips. Payment will be made through the payroll process

upon evidence of the need for an out-of-county meal; the County's purchasing card should not be used to purchase such meals.

*Note: For employees working a scheduled shift that does not begin between 5 a.m. and 9 a.m. and end between 2 p.m. and 6 p.m., the employee's department head may determine reimbursements for equivalent meal periods.

When an employee is outside of Ellis, Rooks, Russell, Rush, or Trego counties for an overnight stay on County business, meals are not taxable income to the employee up to the *per diem* limits published annually by the federal General Services Administration. Employees will be compensated for the actual cost of such meals, up to the published *per diem* rates for the applicable location, for any meal that occurs during the period of the out-of-area stay unless a meal is provided as part of the employee's lodging or meeting expenses. In addition, on the day(s) of travel the employee may be compensated up to 75 percent of the applicable *per diem* rate if he/she leaves Ellis County for travel prior to 10 a.m., 50 percent of the applicable *per diem* rate if he/she leaves Ellis County for travel prior to 4 p.m. or returns to Ellis County after 2 p.m., or 25 percent of the applicable *per diem* rate if he/she returns to Ellis County between 10 a.m. and 2 p.m. *Per diem* rates include all taxes and tips. It is highly preferred that meals associated with overnight, out-of-area stays be charged to the County's purchasing card; in an instance where this is not possible, the reimbursement shall be made through the accounts payable process.

In no case will reimbursement for meals include any purchase of alcoholic beverages.

Snacks:

Snacks that are provided at the work location infrequently and for the purpose of employee recognition, such as donuts, are considered a *de minimis* benefit that is not taxable to the employee. Such recognition should be provided either as a donation or by charge to the County's purchasing card.

Snacks that are purchased in order to allow an employee to work overtime (for example, soft drinks and chips purchased by an EMS crew on a late-night return from an out-of-county transport) are considered a *de minimis* benefit that is not taxable to the employee so long as any individual employee does not receive such benefit more than eight times in a calendar year. Costs of up to \$8 per occurrence for such items purchased by an employee will be reimbursed through the accounts payable process upon presentation of receipts.

Incidental expenses: Incidental expenses are defined as fees and tips given to baggage handlers, hotel staff and staff on ships. An employee may be reimbursed for such expenses, up to \$5 per day, without receipts. Such reimbursement shall be through the accounts payable process and will not be considered taxable income to the employee provided the expenses were incurred in conjunction with an overnight stay.

Other expenses: Miscellaneous expenses incurred by an employee when traveling on County business include such items as taxi fares, turnpike tolls, fax and copy charges, and laundry or dry cleaning expenses. Reasonable costs for such expenses may be incurred by an employee when necessary, and will not be considered taxable income to the employee provided the expenses were incurred in conjunction with an overnight stay. It is highly preferred that such costs be charged to the County's purchasing card; when this is not possible (as in the case of tolls), the reimbursement shall be made through the accounts payable process only upon presentation of receipts.



OUT-OF-AREA TRAVEL (OVERNIGHT STAY)

Employee Name: _____ Department: _____

Destination: _____

Purpose of Trip: _____

I left Ellis County on _____ at _____ a.m. / p.m.
Date Time Circle One

I returned to County on _____ at _____ a.m. / p.m.
Date Time Circle One

Method of travel: Pre-paid air/rail County vehicle Personal vehicle--Miles traveled: _____

Enter one day of travel per column								Total on Purchase Card	Total to be reimbursed to employee
Breakfast									
Lunch									
Dinner									
Lodging									
Incidental									
Grand Totals									

Attach receipts for meals and lodging, and evidence of mileage for personal vehicle. Please note: if any meals were provided as part of the lodging expense or as part of the meeting/conference program, those should be excluded.

If any miscellaneous expenses were incurred (tolls, fares, etc.), list here and attach receipts:

_____ \$ _____
 _____ \$ _____
 _____ \$ _____

Employee Signature: _____

Date: _____

Department Head/Elected Official: _____

Date: _____



REIMBURSEMENT OF TRAVEL EXPENSE (NO OVERNIGHT STAY)

Employee Name: _____ Department: _____

Reason for Reimbursement: _____

Mileage in Personal Vehicle

Miles traveled: _____

Attach a map from an online mapping service showing shortest route.

Out of County Meal

I left Ellis County on _____ at _____ a.m. / p.m.
Date Time Circle One

I returned to County on _____ at _____ a.m. / p.m.
Date Time Circle One

Claiming reimbursement for Breakfast (max \$11) Lunch (max \$12) Dinner (max \$23)

Attach receipt(s). Please be aware that meal(s) will be reimbursed as part of your payroll and subject to taxation.

Snack to Enable Overtime

Amount: \$ _____ Reason: _____

Attach receipt.

Employee Signature: _____ Date: _____

Department Head/Elected Official: _____ Date: _____

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 11-7-16

TOPIC:

Award of Bid for Snow Removal Services

ACTION REQUESTED:

Authorize the County Administrator to negotiate an agreement for snow removal services at County buildings with Flatlander Dirtworks, L.L.C. and to execute said agreement upon approval by County Counselor.

DISCUSSION:

On September 19, the County Administrator informed the Commissioners that staff was preparing to issue a request for proposals (RFP) for snow removal services at various County buildings including the Courthouse/Law Enforcement Center, 718 Main Street, 601 Main Street and the Emergency Services Building. That RFP was mailed to three firms and also posted on the County's website. Responses were due on October 27. One firm, Flatlander Dirtworks, submitted a responsive proposal. A second firm informed staff via e-mail that they would not be bidding. No other responses were received.

The RFP asked for a firm to provide services not just for the 2016-17 winter season, but for two additional years as well. This was done to avoid the need for a new bid process each year. Firms were asked to identify their maximum percentage increases for the next two years. Based on the response, staff believes it is in the County's best interest either to negotiate a smaller fixed percentage with the selected firm or to sign an agreement for only one year.

FINANCIAL IMPACT:

The hourly rate for 2016-17 is the same as for 2015-16. The total cost will depend on how much snow falls during the winter season. Funds are included in the Buildings & Grounds budget for snow removal.

PRESENTED BY:

Phillip Smith-Hanes, County Administrator

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

Proposal Sheet from Flatlander Dirtworks

PROPOSAL SHEET

Priority 1 – EMS/Fire	2016-17 HOURLY RATE FOR:	
	Plowing	Snow Pile Removal
1105 E. 22 nd St., Hays, Front & Back Lots and Driveway Access	\$ 100 per hr.	\$ 150

Priority 2 – Other County Buildings	2016-17 HOURLY RATE FOR:	
	Plowing	Snow Pile Removal
LEC, 105 W. 12 th St., Hays, North & South Lots	\$ 100 per hr.	\$ 150
Administrative Center, 718 Main St., Hays, East & South Lots	\$ 100 per hr.	\$ 150
Health/Extension, 601 Main St., Hays, North Lot	\$ 100 per hr.	\$ 150

Maximum percentage increase for renewal terms:

2017-18: 20 %

2018-19: 15 %

List any other costs associated with performance of these services:

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: November 7, 2016

TOPIC:

County youth to decorate trees north of Hays Public Library for Christmas.

ACTION REQUESTED:

Approve County youth to decorate trees north of Hays Public Library for Christmas.

DISCUSSION:

They have been allowed to do this in the past, and are requesting permission to do so this year.

FINANCIAL IMPACT:

None

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:

None