



COUNTY COMMISSION

Monday, December 5, 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
November 21, 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. Extension Update (Horticultrual Agent Holly Dickman)
- VI. Public Hearing on Sale of Tholen Building (County Administrator Phillip Smith-Hanes) Enclosure
- VII. City of Hays Extraterritorial Jurisdiction (County Administrator Phillip Smith-Hanes) Enclosure
- VIII. Bid Opening for Grader (Public Works Director Bill Ring) Enclosure
- IX. County Counselor Reports (County Counselor Bill Jeter)
- X. County Administrator Report (County Administrator Phillip Smith-Hanes)
- XI. County Commission Reports
- XII. Executive Session(s)
- XIII. Adjournment

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 12-5-16

TOPIC:

Public Hearing: Sale of Property at 209 W. 12th Street (Tholen Building) to Mark Ottley, Trustee of the Mark Ottley Revocable Inter Vivos Trust dated June 2, 2008

ACTION REQUESTED:

1. Open the public hearing.
2. Receive public comment on the sale.
3. Deliberate on the sale.
4. Close the public hearing.
5. Authorize the Chair to sign the contract of sale and all associated closing documents to complete the sale.

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. These were opened in the Commission meeting of November 7, and the County Counselor was authorized to develop a contract of sale with the high bidder.

Pursuant to K.S.A. 19-211, your Commission must provide an opportunity for the public to object to the sale of this County property. A notice of public hearing was published in the *Hays Daily News* twice, setting tonight as that opportunity.

FINANCIAL IMPACT:

The sale price of the building is \$41,911. Proceeds (after deducting costs) will be deposited into the capital reserve for future improvements to other County buildings. In addition, sale of the building to a private party will place the property back on the tax rolls and generate future tax revenue to fund ongoing operations.

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: 12-5-16

TOPIC:

City of Hays Extraterritorial Jurisdiction

ACTION REQUESTED:

Provide direction to staff on moving forward.

DISCUSSION:

In May, your Commission directed the County Administrator and County Counselor to begin a discussion with the City of Hays regarding the city's extraterritorial land use jurisdiction (the so-called "three-mile zone," hereinafter referred to as ETJ). In particular, there was discussion about reducing the amount of land within the city's ETJ.

The Administrator and Counselor met with the City Manager, and then the Administrator and City Manager followed up with some map scenarios. The City Manager presented a proposal for new ETJ boundaries to the Hays Area Planning Commission and Hays City Commission. The County Administrator presented this proposal to your Commission on September 19. At that time, you referred the matter to the Joint Planning Commission for their review and seeking input from the community, including realtors. The Joint Planning Commission considered the matter on October 19, and reported back to your Commission on November 14. At that time, your Commission fixed this date to consider the matter further.

FINANCIAL IMPACT:

This item has no financial impact.

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: 12.05.2016

TOPIC:

Road Grader Purchase Approval-2016

ACTION REQUESTED:

Review the bids for purchase of a new or low hour road grader. Authorize Public Works Director to purchase the selected grader. Also have the Commission Chair sign a Purchase Order.

DISCUSSION:

The grader replacement schedule based on unit hours and years of service a new grader should be purchased. The Capital Improvement Plan lists a new motorgrader be purchased in 2016.

FINANCIAL IMPACT:

The funds for this purchase will come from Fund 16 Capital Equipment Reserve. If the new grader is purchased the cost would be \$187,219.51 from Murphy Tractor. The old grader trade-in from Murphy Tractor would be included in this cost. Trade-in amount is \$50,000.00. If the demo/low hour machine is purchased the cost would be \$202,000.00 from Foley Equipment. The old grader trade-in from Foley Equipment would be included in this cost. Trade-in amount is \$42,000.00.

PRESENTED BY:

Curt Hoffman Road and Bridge Supervisor and Mark Polifka Shop Foreman Road and Bridge

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

Received bid worksheet
Request for Proposal/Motorgrader

MOTOR GRADER PROPOSAL
(November, 2016)

11-30-16

<u>VENDOR</u>	<u>COST PER GRADER 7-YEAR 8,500 HR</u>	<u>COST PER GRADER 7-YEAR 8,500 HR</u>	<u>COST PER GRADER 7-YEAR 8,500 HR</u>
<u>SERIES / MODEL / YEAR</u>	<u>Foley Equipment</u>	<u>Berry Tractor</u>	<u>Murphy Tractor</u>
<u>(A) PURCHASE PRICE</u>	Cat 12M3 - 2017 \$256,807.42	Komatsu GD655-6 - 2016 \$206,472.00	J.D. 670GP - 2017 \$237,219.51
<u>(B) WARRANTY COST</u>	Included	\$36,975.00	Included
<u>(C) TRADE-IN (1993 CAT 140G)</u>	\$42,000.00	\$40,880.00	\$50,000.00
<u>(D) NET BID BALANCE (A + B - C)</u>	\$214,807.42	\$202,567.00	\$187,219.51
<u>DELIVERY</u>	8 weeks	20-45 days	8-10 weeks
<u>EXCEPTIONS</u>	None	218 h.p. 140 amp alternator Standard Hyd. controls Trans selector on RH Only 4 reverse gears No heated mirrors 17.5R25 tires on 13" one piece rims	None

MOTOR GRADER PROPOSAL
(November, 2016)

11-30-16

<u>VENDOR</u>	<u>DEMO COST PER GRADER 7-YEAR 8,500 HR</u>	<u>DEMO COST PER GRADER 7-YEAR 8,500 HR</u>	<u>DEMO COST PER GRADER 7-YEAR 8,500 HR</u>
	<u>Foley Equipment</u>	<u>Berry Tractor</u>	<u>Murphy Tractor</u>
<u>SERIES / MODEL / YEAR</u>	Cat 12M3 - 2015		
<u>(A) PURCHASE PRICE</u>	\$244,000.00		
<u>(B) WARRANTY COST</u>	Included		
<u>(C) TRADE-IN (1993 CAT 140G)</u>	\$42,000.00		
<u>(D) NET BID BALANCE (A + B - C)</u>	\$202,000.00		
<u>DELIVERY</u>	2-3 weeks		
<u>EXCEPTIONS</u>	None		

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

REQUEST FOR PROPOSAL / MOTORGRADER

November 1, 2016

Ellis County is requesting proposals for consideration of purchase of one new current production motor grader. Selection will be determined upon review of all available criteria, including but not limited to price, resale value, estimated operational cost, warranty, suitability for intended use, and other information as may be considered by Ellis County to be in the best interest of the County. Any vendor or interested party with concerns or questions regarding the purchasing procedure must contact Ellis County Public Works no later than 5 days prior to proposal deadline. Ellis County reserves the right to reject any or all proposals or limit the number and type of purchases, or waive technicalities and purchase the equipment considered to be in the best interest of the County. All interested vendors shall submit proposals as per the following specifications;

1) Grader shall be quoted using Proposal Form "GW7-1." Grader shall be submitted for a 7-year/8500 hour warranty, detailing outright purchase price, trade allowance, warranty cost, delivery date and bid balance. Vendors shall submit proposal representing 7-year/8500 hour. **Exceptions to bid proposal or machine specifications must be noted and explained on Exception Form "E." Vendor failure to correctly note bid or technical exceptions may result in rejection of vendor's proposal.** All costs shall be quoted F.O.B. Hays, Kansas.

2) Proposal shall list all standard warranties. Proposals shall also detail a full machine warranty to include a coverage guarantee for all repair costs for a 7-year/8500 hour term. **Vendor will be fully responsible for total costs of repairs and labor to the furnished equipment, due to manufacturer defects of workmanship and materials, for the selected warranty term, including all mileage, labor, and transportation costs.** Vendors will be responsible for all costs to correct failures that are not caused, contributed, or preventable by Ellis County Public Works.

Vendor will be responsible to provide machine maintenance instruction upon machine delivery to help ensure Ellis County staff is adequately trained to provide scheduled maintenance and periodical adjustments. **Copies of all warranties detailing the coverages is to be attached to the bid proposal.** All fluid filters, gaskets, seals and SOS oil samples for all compartments will be provided for prescribed maintenance intervals for the 7-year/8500 period. All engine oil services and all fuel filter change interval shall be 500-hour intervals. Engine oil shall have an SOS oil sample at 250-hour interval. All other fluid filters shall be as per vendors prescribed maintenance intervals. Vendor will be responsible for repairing equipment within seven (7) calendar days of the date of notification of need of repairs, or shall provide a similar piece of

equipment at no cost to the County for use until repairs are completed. Any exclusions, transportation costs, or restrictions must be detailed. Alternative warranties must be explained and detailed on Exception Form "E."

3) Proposals shall include supporting literature and documentation or information detailing machinery operating cost-per-hour estimate. A fuel usage estimate shall be provided.

4) Proposals shall indicate current production model year, series, and delivery.

5) Vendor may quote a demonstration model motor grader with 200 hours or less and a 2015 model year or newer as an alternate bid. Motor grader shall be quoted using Proposal Form "DEMO MG", detailing outright purchase price, trade allowance, warranty cost, delivery date and bid balance. Exceptions to bid proposal or machine specifications must be noted and explained on Exception Form "Demo E". All costs shall be quoted F.O.B. Hays, Kansas.

6) Proposals shall meet all technical and submittal specifications as indicated on attached pages:

SUBMITTAL

All proposals shall be submitted by mail to;

Ellis County Public Works
Attn. Bill Ring, Public Works Director
1195 280th Ave.
P.O. Box 691
Hays, KS 67601

Or may be hand delivered to;

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

All proposals must be received no later than 3:00 p.m., Tuesday, November 15th, 2016 at the Ellis County Public Works office in Hays, Kansas, at which time and place all properly received proposals will be publicly opened and read aloud. All bidders are encouraged to be present for the proposal opening.

Specifications are not intended to dissuade any vendor from submittal. **Any exception or deviation from specifications and proposal requirements must be clearly noted and explained on Exception Form "E."** This deviation may or may not affect final purchase decision.

Technical Specification questions shall be directed to Mark Polifka, Shop Foreman.

TRADE-IN: GRADER #1 – 1993 Cat 140G serial # 72V15231, unit # 2-441

EQUIPMENT SPECIFICATIONS AS FOLLOWS:

**MOTOR GRADER SPECIFICATIONS
CURRENT PRODUCTION MODEL AND SERIES**

ENGINE (Engine model number and grader series must be noted)

Variable h.p. arrangement minimum 175 net horsepower in first and second-gears, 200 net horsepower in middle gears, and 230 net horsepower in upper gears.

Engine fully equipped, 6 cylinder, turbocharged diesel with necessary operating accessories. Engine must meet current production EPA standards. (List cubic inches displacement) Engine shall be electronically controlled for more efficient fuel injection. (Proposals that have interim Tier IV engine shall be listed on the exception sheet)

Engine air cleaner, dual element, dry type, radial seal, with service indicator.

Syklone precleaner or equivalent rotary ejector precleaner.

Engine block/coolant heater.

Cold starting aid system. (Identify cold start aid)

Radiator to have easy access with clean out provisions. (Bidder shall identify clean out provisions)

Diesel exhaust fluid tank to have ground level access

DRIVE TRAIN

Planetary final drive.

Tandem drive chains, minimum 2" single strand.

Powershift direct drive transmission with 8 speed forward and 6 reverse and transmission shall have autoshift capabilities.

Transmission shall be equipped with built-in self-diagnostic capability.

Transmission shall have five working gears between 0-10 mph for dirt and snow applications.

Differential lock/unlock operator controlled.

Transmission oil cooler.

Easy serviceability to change filters, fluids, fill fluids, and check oil levels.

Engaged parking brake shall neutralize the transmission.

Hydraulic actuated power brakes. **(List square inches surface area on 4 wheels affected)**

Service brake reserve system for dead engine braking shall be a dual type to allow braking in the event of a partial system failure.

Hydraulic oil cooler.

Power steering.

Transmission guard.

Hydraulic system shall have a separate oil tank.

Lock valves shall be integrated into all implement circuits to prevent drift.

All implement hydraulic connections shall have o-ring face seals for leak prevention.

Implement controls to be joystick electro-hydraulic controlled, with steering and gearshift incorporated with the joysticks.

ELECTRICAL

24 volt electrical system with a master electrical disconnect.

Two Heavy-duty batteries - 1100 cca minimum each.

Heavy-duty alternator 150-amp minimum.

24 to 12 volt, 30 amp converter for two-way radio.

12 volt power point

AM/FM radio

Backup alarm

Horn

Cab-mounted electronic amber strobe light.

Minimum 2 front mounted Halogen work lights on the top of the cab.

Minimum 2 front mounted Halogen headlights on the top of the cab.

Minimum 2 rear Halogen work lights.

2 front mounted Halogen headlights with tall snowplow lightbar.

Minimum 2 Halogen blade work lights.

Minimum of 12 total lights.

LED dual stop and tail lights.

LED directional signal lights and flashers.

Electronic monitoring system with the capability to provide different warning levels to monitor machine functions.

Water temperature gauge with warning alarm system.

Engine oil pressure gauge with warning alarm system.

Electric hourmeter.

Electric fuel gauge.

Tachometer.

Transmission temperature and pressure lights.

Voltmeter.

Speedometer.

Throttle shall be electronically controlled by a switch inside the cab.

CAB

Adjustable console.

Articulation indicator.

Rearview camera

Sound suppressed cab meeting both OSHA and MSHA standards for operator sound.

Rubber floor mat.

Tinted safety glass.

Low profile ROPS cab.

Adjustable air suspension cloth seat with 3" retractable seat belt.
31,500 minimum Btu heater/defroster having pressurized and filtered air circulation system.

Air conditioning system for the operator's compartment that uses R134a refrigerant.
Minimum of 25,000 Btu.

Front and rear defroster fans or venting to windows for adequately defrosting capability.

Front upper windshield washer with wipers with intermittent capability.

Rear windshield washer with wipers with intermittent capability.

Lower front cab glass with wipers and washer with intermittent capability.

Inside rear-view mirror.

Outside left and right mirrors, heated.

GENERAL MACHINE

Vandal protection lockup package.

Locking toolbox.

Muffler.

14.00R24 MICHELIN SNOWPLUS M + ST radial tires on 10" multi-piece rims.

Rear hitch with hitch pin.

Fuel tank capacity a minimum of 100 gallons.

Engine compartment doors; include locks and instrument panel guard. Engine enclosure and service points shall be accessible from ground level.

Moveable centershift. (Right and left)

Moldboard to have 6" hole spacing for the blade

14 ft. moldboard with hydraulic sideshift, 90 degree tilt, and blade tip. (With replaceable end bits) Moldboard shall be constructed of wear-resistant high carbon steel.

2 ft. moldboard extension. (Left side)

Circle wear-strips on shoes and blade slide wear strips to be bronze alloy or equal, with drop in replaceable wear strip feature.

The circle shall have moldboard impact-absorption system or slip clutch to provide reduce horizontal moldboard impact damage.

Cutting edges to be two 8'x8"x3/4" through hardened curved beveled edges.

Base operating weight minimum 37,000 pounds.

Balderson BLQ 12 or equivalent parallelogram lift and mechanical float to fit Balderson snow plow and scarifier. Lift/float shall be equipped with a lock valve.

Grader shall be equipped with a product link or equivalent remote machine monitoring system covering all costs for the 7-year period. Machine monitoring system shall show location, daily usage, diagnostic codes, service reports and reminders, performance and productivity reports, alarms and warning, fuel usage, geo-fencing, and machine utilization. Proposal shall include supporting literature and documentation or information detailing the service. Any cost associated with a product link or equivalent remote machine monitoring system must be specifically detailed.

Machine to come with operator's manual (book style).

Machine to come with parts manual.

Machine to come with service manual.

List any extra equipment provide above the machine specifications on exception sheet "E".

PROPOSAL FORM "GW7-1"
COST

VENDOR NAME: _____

GRADER SERIES/MODEL/YEAR: _____

OUTRIGHT PURCHASE PRICE:
(F.O.B. Hays): _____

TRADE-IN (1993 CAT 140G #2-441) (1): _____

WARRANTY (7-YEAR/8500 HOUR)
(FULL MACHINE) (2): _____

NET BID (BALANCE): _____

DELIVERY: _____

(1) Ellis County reserves the right to retain the trade-in and sell outright, or trade in, whichever is in the best interest of the County. In the event the trade-in offer is not accepted, the NET BID shall be adjusted accordingly.

(2) Any Vendor unable to provide the full machine warranty shall so indicate by "NA" on the appropriate bid line. Vendor may list an alternative warranty offered which shall cover 7-years or 8,500 hours on Powertrain components, including cost for the warranty and any incidental costs associated with warranty work.

By submitting this bid, the Vendor agrees to all terms set forth herein and will provide the specified equipment at the BID stated herein.

VENDOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE: ELLIS COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR WAIVE TECHNICALITIES AND PURCHASE THE EQUIPMENT THAT IS DETERMINED TO BE IN THE BEST INTEREST OF THE COUNTY.

PROPOSAL FORM "DEMO MG"

COST

VENDOR NAME: _____

GRADER SERIES/MODEL/YEAR: _____

OUTRIGHT PURCHASE PRICE
(F.O.B. Hays): _____

TRADE-IN
(1993 CAT 140G #2-441)(1) _____

WARRANTY (7-YEAR/8,500 HOUR)
(FULL MACHINE WARRANTY) COST (2) _____

NET BID (BALANCE): _____

DELIVERY: _____

(1) Ellis County reserves the right to retain the trade-in and sell outright, or trade-in, whichever is in the best interest of the County. In the event the trade-in offer is not accepted, the NET BID shall be adjusted accordingly.

(2) Any Vendor unable to provide the full machine warranty shall so indicate by "NA" on the appropriate bid line. Vendor may list an alternative warranty offered which shall cover 7-years or 8,500 hours on Powertrain components, including cost for the warranty and any incidental costs associated with warranty work.

By submitting this bid, the Vendor agrees to all terms set forth herein and will provide the specified equipment at the BID stated herein.

VENDOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE: ELLIS COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR WAIVE TECHNICALITIES AND PURCHASE THE EQUIPMENT THAT IS DETERMINED TO BE IN THE BEST INTEREST OF THE COUNTY.

Each vendor assumes all responsibility in obtaining all information required for submission of proposals and acquainting themselves with submission procedures. In presenting said proposal, vendor acknowledges acceptance of said responsibility. All proposals shall be binding upon the vendor for 30 days following opening. All proposals must be clearly identified and descriptive. Prices must not be noted on supporting literature. Proposals determined to not comply with submission criteria may be rejected.

All proposals shall be submitted F.O.B. Ellis County Public Works facility.

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent and applicable federal, state, and/or local safety or environmental regulations.

All contractual agreements shall be subject to, and governed by and construed according to the laws of the State of Kansas.

In submitting this proposal, the vendor declares that he/she is the only person interested in the said proposal; that it is made without any connection with any person or persons making another proposal for the same contract; that the proposal is in all respects fair and without collusion, fraud, or misrepresentation, and that he/she is qualified and authorized to make said proposal.

HOLD HARMLESS: The vendor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or performance thereof.

Without limiting the generality of the foregoing, all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright, or application for any thereof, or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.