

COUNTY COMMISSION

Monday, December 19, 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
December 12, 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
 - G. Approval of County Licenses

- IV. Issues from Persons Not on the Order of Business

- V. Discuss County Legislative Priorities with 40th Senate District Senator-Elect Rick Billinger
- VI. Appointment of Trustee for Catharine Township (County Clerk/Election Official Donna Maskus)
- VII. Monthly Departmental Report Enclosure
- VIII. Review of County Wastewater Regulations (Environmental Sanitarian/ Zoning Administrator Karen Purvis) Enclosure
- IX. Impact of Changes to City of Hays' Extraterritorial Jurisdiction (Environmental Sanitarian/ Zoning Administrator Karen Purvis) Enclosure
- X. Environmental Fee Increases (Environmental Sanitarian/ Zoning Administrator Karen Purvis) Enclosure
- XI. Automatic Aid Addendum to Mutual Aid Agreement (Director of Fire & Emergency Management Darin Myers) Enclosure
- XII. Elected Officials' Salary Resolution (County Administrator Phillip Smith-Hanes) Enclosure
- XIII. New Job Descriptions and Contract for Health Services (County Administrator Phillip Smith-Hanes) Enclosure
- XIV. Contract for Snow Removal at County Facilities (County Administrator Phillip Smith-Hanes) Enclosure
- XV. County Counselor Reports (County Counselor Bill Jeter)
- XVI. County Administrator Report (County Administrator Phillip Smith-Hanes)
- XVII. County Commission Reports
- XVIII. Executive Session(s)
- XIX. Adjournment



Memo

To: County Commissioners

From: Phillip Smith-Hanes, County Administrator
On behalf of County Department Heads

Date: December 19, 2016

Re: Monthly Departmental Report for November 2016

This consolidated monthly report is presented to the Commissioners at your third meeting each month. If you have any questions, please advise the County Administrator at the meeting and he will ask the affected department head(s) to be present at the first meeting of the following month to address those questions. If you have no questions, this item can be received and filed.

Environmental/Planning & Zoning

Property Transfers	
Requests Received	4
Reports	1
Realtor Consults	1
Database Maintenance	per office requirements
Wastewater	
Permit Applications Received	3
Site evaluations/inspections	20

Reports	2
Plumbing Consultations	8
Fairground WastePond Check	monthly check on 11/2 and 11/22
Database Maintenance	per office requirements
Water Well	
Permit Applications Received	0
Site Evaluations/Inspections	5
Water screen/samples	4
Reports	2
Consultation	5
Database Maintenance	per office requirements
Household Hazardous Waste	
Meet people at site	12
Work site	11 hours
# of people served	Regional - 45 Ellis County - HHW - 62; KSQG - 0 Grand total - 107
# of pounds handled	Regional - # 2133 Ellis County - HHW # 2782 KSQG # 0 Grand Total - # 4915
HHW Consults	7
HHW Billing	mailed out 11/21

Miscellaneous Communications	none
Zoning Procedures	
Zoning Certificates	1
Entrance Applications	5
Site evaluations/inspections	3
Zoning Meeting	11/8 info/agenda sent out; 11/16 meeting
AG Lot Split	0
Flood Plain forms	6
Certificate of Occupancy	0
Zoning Consultations	4
Flood Plain Consults	6
Legal Counsel Consults	1
3 mile permits	0
Research	zoning /subdivision regulations for County Commission
Correspondence	Ongoing complaint with Sessin property - 11/7 discussion with Bill and 11/10 Karen did driveby
Conditional Use Permit Consults	2-Keith Werth
Database Maintenance	per office requirements
Reports	

Office Rec Report	2
Meetings/Trainings	
Dept. Head Meeting	Karen attended 11/4 and 11/29/16
Employee Training	Inter Dept Meeting with Phil and Bill 11/28 - Karen attended
County Commission Meeting	11/14/16 Karen & Dave presented ETJ discussion
Website Development Team	meeting held 11/18 - Lynette attended
2016 Annual Sanitarian Meeting	11/30 - Karen gave presentations
General/Misc.	
Lat/Long Database Maintenance	per office requirements
Meeting with Hays Daily News	11/29 Karen interviewed

Extension

See Attachments 1-4 for agent reports.

Health Department

See Attachment 5 for table. In addition to the various services listed on the attachment for the month of November, department administration and staff also accommodated the following:

Epidemiology:

Administration and nursing staff investigated 6 cases of reportable diseases as assigned by the Kansas Department of Health and Environment. These cases included:

- Hepatitis A 1 case
- Hepatitis C 2 case
- Campylobacter 2 case
- Lyme Disease 1 case

KDHE:

Nov. 25: Health Administrator participated in the KDHE statewide conference call/webinar.

Meetings:

Nov. 2 – Department Administrator met with the County Administrator to discuss department, county, local and state issues relevant to county government.

Nov. 3 – KIPHS (Public Health Software) workshop attend by a department clerk to learn administrative functions of the software due to the impending retirement of the current health administrator.

Nov. 4 – Department staff meeting to discuss issues relevant to local operations. Also present was Kerry McCue.

Nov. 10 – KDHE Regional meeting at Oakley, Ks. attended by the department administrator and Kerry McCue. Meeting was centered on epidemiology and surveillance updates.

Nov. 10 – Ellis County Safety Committee meeting attend by a department clerk.

Nov. 22 – Training for department nursing staff by the current Administrator. Training focused on TB and surveillance activities. Also present was Kerry McCue.

Department Head Meeting:

Department administrator attended department head meetings with the county administrator on November 4 and 29th.

Clinics:

Nov. 4 – Pneumonia (Pneumococcal 23 and Prevnar) vaccination clinic conducted at Good Samaritan Center in Hays.

Community blood pressure clinics during November were cancelled due to staffing as department nurse was on medical leave until November 19.

Other:

Due to a family emergency a department clerk was on leave since November 7. She is tentatively scheduled to return on December 19.

An employee birthday was celebrated in November with an employee pot luck luncheon.

Department staff hosted a retirement reception for the health department's office manager, Lynda Arnhold, who retired on November 30.

Department employees utilized 214 hours of benefit time in November.

November 2016 Board Report

Holly Dickman

It has been just a few short weeks since my last report and during that time the weather has slowly begun to transition into a much more fall – like pattern (finally!). The phone calls coming in to the office have reflected this change with questions related to over-wintering plants, Asian lady beetle and fly infestations, and watering. Unfortunately, **the first documented case of Rose Rosette was found in Ellis County** this past month as well. This is the time of year for trainings, catching up on “back burner” projects, office cleaning, and planning for next year. Listed below are some of the events and projects (other than answering the phone and home visits) that I have been involved with throughout the past two months. (The events typed in ‘bold’ will be discussed further in this report.)

October 18th: Extension Master Gardener’s cleaned up the vegetable trial gardens

October 19th: Assisted Linda with “high-speed handwashing” at Washington Elementary School in Ellis

October 21st: Taped two radio spots on “Composting” and “Pine Wilt” with KHAZ, KKQY, and KAYS

October 21st: Taped Extras with Extension with ECTV

October 25-27th: Attended the KSRE Annual Conference in Manhattan

October 29th: Extension Master Gardener’s manned game booth at Mall-O-Ween

November 1st: Held and presented for Extension Master Gardener meeting/Advisory Council elections

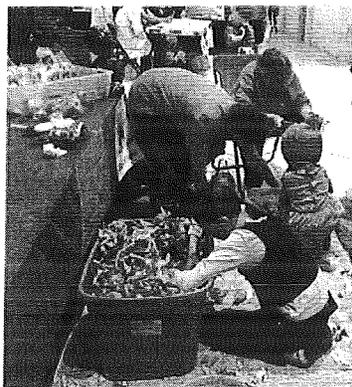
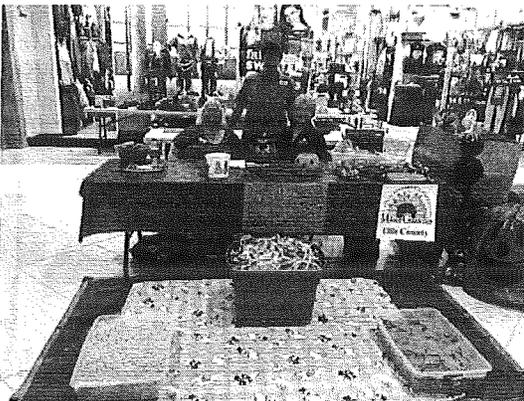
November 4th: Participated in Ellis Co. Department Head meeting

November 5th: Attended 4-H Achievement Banquet

November 7th: Taped two radio spots on “Fall Lawn Weed Control” and “Fall Rose Care” with KHAZ, KKQY, and KAYS

November 13th: Attended Extension Master Gardener Fall Potluck

- For several years now, the Extension Master Gardeners have participated in Mall-o-Ween. This is a community event that also serves as a small fundraiser for the organizations that participate. This year the Extension Master Gardeners held a “Halloween dig for bugs” activity in which 129 children participated. EMG’s earned \$50 for their efforts as well as an additional \$25 for winning the “best game” award!



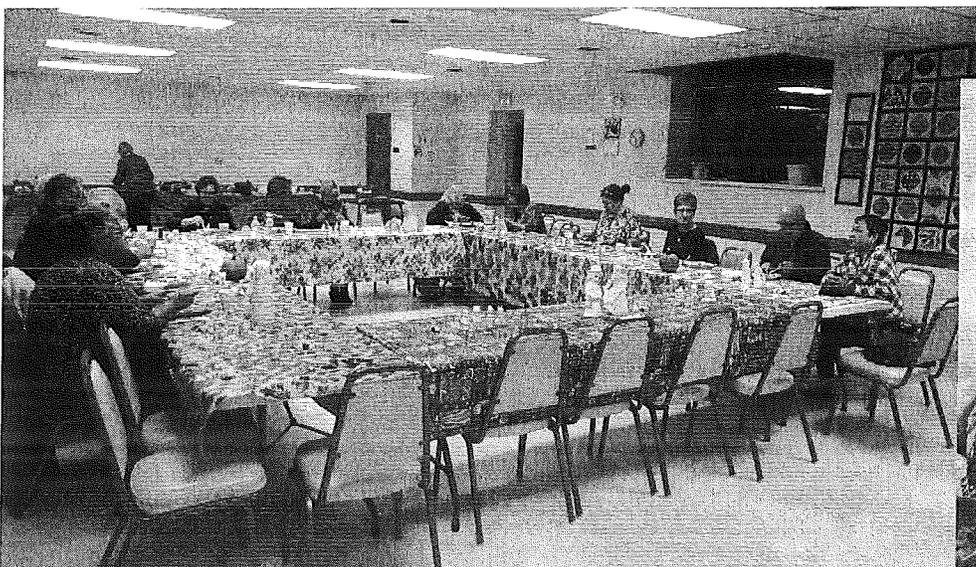
- On November 1st, 18 Extension Master Gardeners gained knowledge as I presented information on Rose Rosette – a destructive rose disease. During this same meeting, EMG Advisory Council Elections were held. Since the Advisory Council only first began a year ago, with the adoption of the EMG By-Laws, two positions were up for election this year. As described in the Ellis County Extension Master Gardener By-Laws: *“The Advisory Council will develop an annual calendar of ECEMG activities and plan programs, as well as take action when situations demand an immediate decision where time does not permit calling a general meeting. After the election in November and before the first meeting in January, the newly elected Advisory Council members will meet to select officers. Those officers shall include a Chairperson, Vice-Chairperson, Secretary, Treasurer and New Member Coordinator. The new Advisory Council officers’ term will begin in January.”*

The newly elected 2017 ECEMG Advisory Council members are: Margie Hammerschmidt and Margie Mueller. The EMG Advisory Council will meet on November 16th to select officers, discuss their roles, and to develop a calendar for the upcoming year.

For information regarding Rose Rosette, click here:

<http://www.bookstore.ksre.ksu.edu/pubs/mf2974.pdf>

- After a long year of hard work, it is nice to come together to celebrate. On November 13th, the Extension Master Gardener Social Committee hosted a fall potluck to do just that. This is a great wrap-up to the year where we get together to socialize, eat great food, and relax! Extension Master Gardeners, family members, and special guests (i.e. friends of the EMG’s like Joe Becker, Ag Research Center Grounds keeper) were invited to participate. While the attendance was not as large as we would have liked, a great time was had by all!



Phone Contacts/Personal Office Visit Information:

31 total, 17m, 14f, 31 white

Meetings/Programs:

147 total, 67m, 80f, 147 white

Home Visits:

6

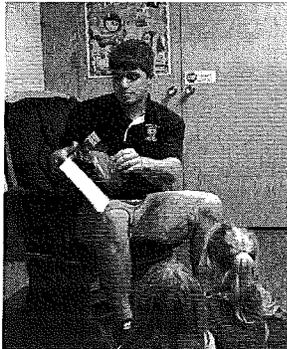
Overall total contacts from October 15th to November 14th:

186

Monthly Progress Report
Linda K. Beech
Ellis County Extension Agent, FCS
October 18 - November 14, 2016

● **Food, Nutrition, and Health**

1. SNAP-Ed Grant- *“The Extension SNAP-Ed Program strives to increase the likelihood that individuals and families with limited means will have healthier lives resulting from knowledge gained through our nutrition education efforts.”*



A. Extension Reading, Food and Fun Programs at Library

Our after-school nutrition story hour programs are held September through May on the first Monday of the month to teach the importance of nutrition, physical activity and literacy. Dakota Soderlund, nutrition graduate assistant, is responsible for presenting these monthly programs.

November: Dakota read the book “The Fruit Group” and then led the kids in an active game, and provided different fruits for tasting. Attendance was 9 children and 1 adult.

B. Search Committee for NW Regional SNAP-Ed Specialist Position

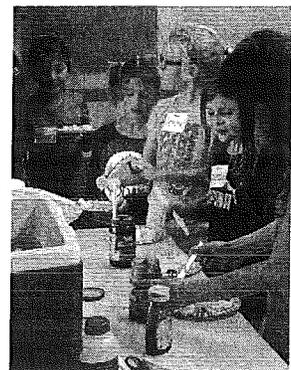
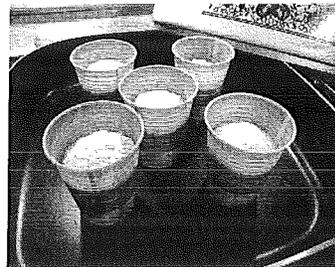
I was appointed to serve on the search committee for a newly-created regional SNAP-Ed specialist that will be placed in the northwest area office in Colby. There are two agents and one program assistant who are working with the SNAP-Ed coordinator on this committee. We prepared a position description, advertised the position, reviewed applications, selected four candidates for telephone interviews and we are currently conducting those interviews. The next steps for the committee will include selecting two applicants to bring in for personal interviews in early December and making a hiring recommendation to the program leader.

2. Be a Book Cook– Magic Muffins

Kids learn to love reading and nutrition when they become a Book Cook! I presented “Be a Book Cook: Magic Muffins” in Ellis in late October in partnership with Ellis Recreation Commission. We read the book *If You Give a Moose a Muffin*, and then the 16 children in attendance worked together to



mix muffin batter in a paper cup and bake them in a dry electric skillet. The result– fresh hot muffins made like magic to be enjoyed with butter and two kinds of jam. When kids are involved in preparing food, they are more likely to try it, and when healthy foods are prepared in delicious ways, kids are more likely to enjoy them.



3. Senior Nutrition Newsletter

I continue to prepare monthly issues of “Senior Nutrition News” which is distributed to AARP and several sites by Opal Flinn. This newsletter is also emailed each month to directors of senior housing centers in Ellis County for their distribution to residents and distributed with 70 Bob Boxes from the County Health Department. November topics included basic canning workshop, sweet potatoes, ways to use canned pumpkin, healthy holidays, and a recipe for “Pumpkin Pie” Pudding.

4. TV Spot on “Healthy Food Drive Donations”

My Extras From Extension TV spot taped in late October featured ideas for healthful nutritious foods to donate to community food drives. You can see all the Extension TV spots on the Eagle TV listings on Hays Post at <https://www.hayspost.com/category/extrasextension/>



5. Media

There were 2 news columns, 5 newsletter articles, and 1 TV spot about food, nutrition and health in the Hays Daily News, Das Haus Magazine, Eagle TV Extras From Extension and Senior Nutrition News newsletter this period.

● Consumer Food Safety

1. Basic Canning Workshop

I worked with Karen Shepard, Graham County, and Anna Schremmer, Phillips-Rooks District, to plan a hands-on basic canning workshop which we would hold in each of our three towns in November. (Unfortunately, the classes in Hill City and Phillipsburg were not held due to low registration.) However, we had a GREAT group of 14 people at our workshop in Hays on November 7th! Most were new to our Extension FCS programs and quite new to home food preservation. We held the class at the Hays High School FCS room and the group learned to safely can carrots in a pressure canner and apple slices in a boiling water bath canner. We shared research-based food preservation information, answered their questions, dispelled a few myths and misunderstandings, and accomplished great learning. Each participant took home a jar of carrots and a jar of apple slices.



2. High Speed Handwashing Staff Training at Washington Elementary in Ellis

Holly and I sent a letter offering training on the high speed hand washing method to all Ellis County elementary school principals and school nurses. Washington Elementary in Ellis invited us to visit an early-morning staff meeting and to demonstrate the high speed hand washing method and how it can save time and water for group hand washing. 18 teachers participated in our brief training and saw for themselves how much time and water was saved when they washed their hands the high speed way. Several indicated they would be willing to try this method in their classrooms.

3. High Speed Handwashing Demonstration at Regional Child Care Provider Training

I was invited to demonstrate the high speed handwashing method for 55 NW Kansas home child care providers at a regional meeting in Hays in November. I had a group of 12 providers demonstrate the method while the rest of the group observed the time and water used for group hand washing.

4. Taped Nex-Tech “Extension Ed Talk” on Volunteer Quantity Food Safety

Nex-Tech has created a monthly educational program called “Extension Ed Talks” which is taped on a rotating basis by northwest FCS agents. It was my turn in November, so I recorded a 30-minute program on volunteer quantity food safety for large community meals and other food events. Viewers will learn why careful attention to food safety is important in large food events managed by volunteers and see tips and techniques for ensuring food safety at these community events. The Extension Ed Talks are archived on the Nex-Tech YouTube channel at <https://www.youtube.com/playlist?list=PL3Fzb-KBsZZ9y8uvBvmcNMozi2X8E2tWC>.

5. Holiday Hand Washing Coloring Sheets Distributed

We handed out about 80 coloring sheets to downtown Halloween trick or treaters that included a reminder to wash hands to prevent the spread of scary flu germs. I also provided 40 Christmas coloring sheets to the regional child care providers which included a holiday hand washing message. Both coloring pages came from the American Cleaning Institute website.

6. Media

There were 3 news columns, 1 TV spot and 2 newsletter articles on food safety in the Hays Daily News, Senior Nutrition Newsletter and Nex-Tech Extension Ed Talks this period.

● Financial Management and Consumer Skills

1. Real World 104

About 55 FHSU students attended the Real World 104 program co-sponsored by Hays Area Young Professionals, Extension Community Development PDC and the FHSU student business fraternity. Young professionals presented information on student debt, student loan repayment and understanding and improving credit scores. Several FHSU instructors gave students extra credit to attend this program. Evaluations indicated the students were positive and enthusiastic about this unique learning experience.



2. "Spend Some, Save Some, Share Some" Presentation at FCE Workshop

I was asked to provide a brief program training on the FCE lesson "Spend Some, Save Some, Share Some" for 13 ladies who attended the northwest area FCE Workshop held in our meeting room in October.

● Program Leadership

1. K-State Research and Extension



Extension Annual Conference- was held at KSU in late October. My husband and I travel together and stay with friends to save expenses. At the KSRE Awards Luncheon, northwest area FCS agents received the Outstanding Team Award. Our 4-agent FCS teaching block group was recognized for receiving a \$400 Extension Excellence Grant which we will use to make new Story Walk story boards to share. Congratulations to the Ellis County Extension staff for a successful year, as all agents were included in the KSRE Awards booklet this year.

Epsilon Sigma Phi Extension Honorary- I serve as the secretary for this organization, so I was responsible to compile the 2016 Annual Report and take minutes at the business meeting which was held during Annual Conference. I was installed as secretary of ESP for another term.

State Food Safety Impact Report- I worked with our state food safety specialist to prepare the 2016 impact report for the Food Safety sub-team of our Nutrition, Food Safety and Health program focus team. The focus of this Making a Difference report was agents' work on education for volunteer quantity food safety. A success story from Ellis County was included in the report.

2. Ellis County Extension

Holiday Appreciation Gifts to 9 Supporters- Instead of sharing gifts of thanks at Christmas time, we decided to show our appreciation to special supporters in November this year, instead. Staff members pooled our resources to compile bags of homemade goodies to share with nine individuals and businesses who support the work of the Ellis County Extension Office.

Meeting with Barton County Extension Staff- Ellis County agents met with Barton County agents in LaCrosse this month to discuss issues about districting. We had a fruitful discussion, and will wait to see if Barton County passes the districting resolution as the next step in the process.

3. Family and Community Education Units (FCE)

Northwest Area FCE Workshop- was hosted in Ellis County on October 20 with Dorothy McRae, NW Area FCE Director, presiding. I presented one lesson topic for training that day. The area workshop is attended by representatives from FCE groups across northwest area and the fall program highlights new FCE lessons for the coming year.

4. Ellis County 4-H

4-H Achievement Banquet- My husband and I attended the Ellis County 4-H Achievement Banquet in mid-November. It is an annual event that we thoroughly enjoy! It is inspiring to see such wonderful young people be recognized for their accomplishments.

5. Leave- I took 2 days of sick leave in early November.

October 19 - November 14: ESTIMATED DIRECT EDUCATIONAL CONTACTS

Linda K. Beech, FCS

Male- 75 Female- 198 Total- 273 White- 254 Black- 3 Asian- 5 Hispanic- 11 Native American-0
Contacts by Volunteers- 68

Monthly Board Report

10-17 to 11-4-2016

S. Campbell

General Programming:

Real World 104 – another successful program was organized and conducted by the Extension Council Community Development PDC at the FHSU Campus student union. Topics discussed to a good sized crowd were the different types of student loans available, when interest begins, when loan repayment begins, and special clauses that apply based on hardships. Also how to establish a good credit rating was discussed.

Veterinary Feed Directive – currently promoting the VFD program coming up Nov. 15th and still seeking a few more sponsorships for the meal. Also working on and planning upcoming winter programs – the next one coming up is on December 7th in which an over-view of Kansas Ag Lease Laws will be reviewed by an attorney and tips on setting up Recreational Leases will also be discussed.

Mass Media Programming:

Three news columns ran in the HDN – can urea be included in cow herd protein supplementation; protecting cattle vaccines from heat, cold & sunlight; knowing hay quality affects supplementation strategy.

Several news releases, and public service announcements were distributed to media, and fliers were delivered to coops and veterinarians on the VFD meeting.

Recorded one radio program on KAYS radio on the VFD program and talked about fall harvest and wheat planting and condition of the wheat.

Recorded one television program on protecting cattle vaccines from heat, cold & sunlight and how to properly store vaccines at the correct temperature, also promoted the VFD program.

Personal contacts, calls & questions answered:

A total of thirteen calls or questions were answered - 8 ag related all males, 1 male horticulture, and 2 males & 2 females miscellaneous questions.

Monthly Impact Report
November 2016
Susan Schlichting
4-H Youth Development

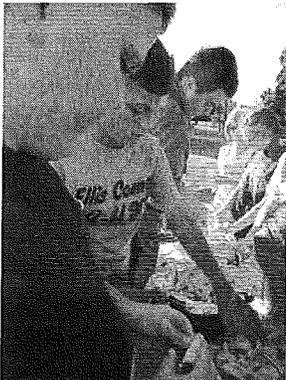
GROWING TOMORROW'S LEADERS

Situation – 4-H is a community of young people across Kansas & America who are learning leadership, citizenship & life skills. Through involvement in a positive youth development experience with 4-H, Ellis County school age youth will develop the life skills of a positive self concept, an inquiring mind, a concern for community, healthy interpersonal relationships and sound decision making.

Citizenship and leadership are interwoven into learning experiences through opportunities to engage with the community and through building relationship with both youth and adults from diverse backgrounds. By engaging youth in citizenship and leadership, we are preparing them to take on leadership roles in their communities as adults and to be contributing community members.

Intended Outcomes - When you support K-State Research and Extension Citizenship and Leadership Development programming, participants learn how to be better leaders, increase their effectiveness on community boards and committees, and increase citizen involvement across the whole community. This results in greater civic engagement by a more diverse group of community members, to the benefit of all residents through increasing the community's economic and social viability.

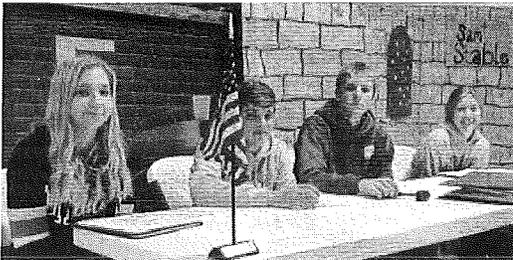
Steps toward Outcomes –



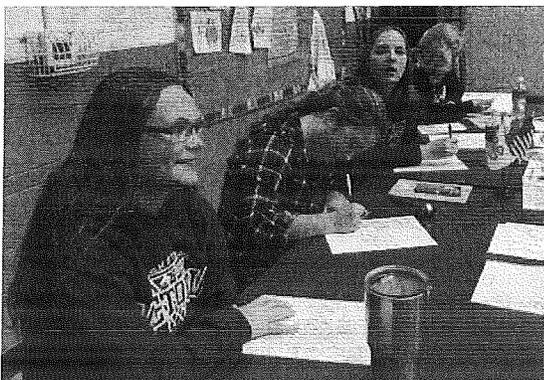
❁ **4-H Teen Leadership Group Forms** – A new 4-H teen leadership group is forming in Ellis Co. 4-H. ET 4-H got started with an outdoor cooking project and learning to lead team builders session. They will continue to meet throughout the year, with activities focusing on building their leadership skills through learning, service and practice.

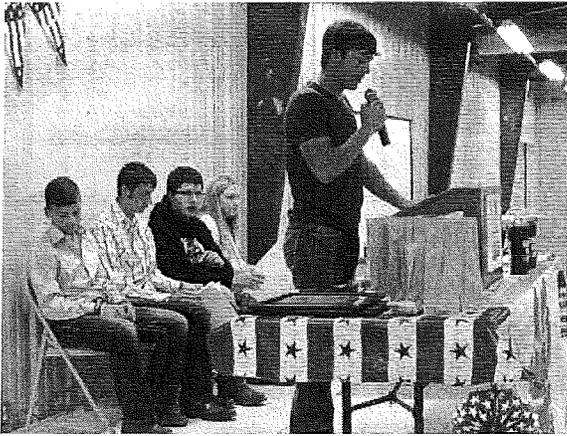


❁ **4-H SPIN Club** – Teens carried out their second project activity this year. They did a great job leading the session. It was on the environment. They learned about landfills, recycling and how to take care of our surroundings. They built “Edible Landfills” complete with gummi worms. They were a big hit! The teens are growing in their confidence in planning and carrying out an activity.



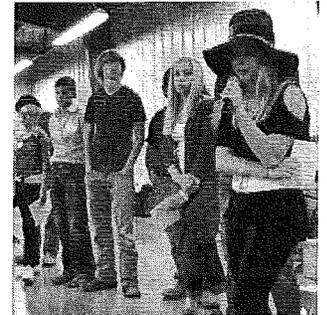
❁ **4-H Officer Training** – Continues at 4-H clubs across the county as they reorganize for the new 4-H year. We are focusing on the roles and responsibilities of every member and working with families to begin setting project learning, leadership and citizenship goals for the year.





☼ **4-H Achievement Banquet 2016** – 4-H Council held their annual 4-H Achievement Banquet this year honoring our local heroes and celebrating the success of our members, leaders and supporters. 4-H members and parents work together to plan and carry out the event. The outgoing 4-H Council officers emcee the program, allowing them to build their speaking skills in a large public setting. For several, this was their first speaking opportunity in front of a large audience. This year's program featured a showcase of out of county events that Ellis Co. 4-H'ers

participated in. From young 4-H'ers to our graduating seniors, they got to tell their story of exciting opportunities they had in 4-H this past year. The 4-H Scholarship Fund was able to raise over \$1,000 for 4-H scholarships through the basket auctions held at the conclusion of the evening.



% Time - 60

Contact Information

M – 132 F – 165 Race – C – 297

Contacts made by Volunteers – 220

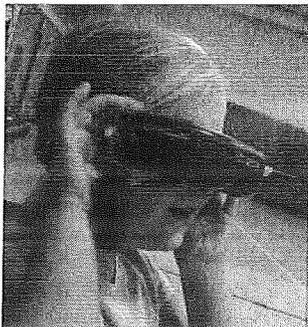
4-H Science

Situation - Ellis County continues to provide a focus on science based learning experiences. Not only does this broaden opportunities for youth engaged in 4-H Science programming, it also helps to showcase the fact that 4-H is much more than the traditional view of cows & cooking focused programming.

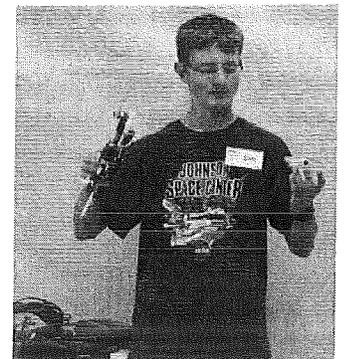
Public Value Statement:

Youth participants in Kansas State University Research and Extension science programs acquire positive attitudes towards science, gain science skills and abilities, and become better prepared to support science in a globally sustainable world. They participate and excel in science, technology and math courses at school at a higher rate than the general population, and are more likely to continue their post-secondary education or training in science-related fields.

☼ **National Youth Science Day Experiment @ HRC** – Led Drone Discovery expanded version at HRC for their early release time program. I worked with two teens to carry out the 4 hour program. First students discussed the current uses of drone technology. They



then explored how drones move and finally, teams of students worked together to attach a sensor to a flying glider. We also had a 4-H member bring two drones to demonstrate the technology. Finally, we took a look at coding that goes into a drone's movement. The participants gained skills in collaborating with others, planning and carrying out a team project and presentation skills as they explained their ideas to the group. For many, this was their first exposure to an engineering lesson.



- ⌘ **NXT Robotics @ Ellis Rec** – NXT Robotics classes were held in Ellis this month with 6 youth and 1 young teen assistant participating. NXT is the advanced robotics class. The youth learn to follow directions in building their bots and learn the basics of programming a bot to do simple commands. It's always exciting when they have a successful project. The teen leader had his first experience leading a group and did a great job! These participants will have the opportunity to participate in an expanded session in 2017 in preparation for the FHSU Middle School Robotics competition, April 1.



- ⌘ **3-2-1 Blast Off @ Victoria After School** - Youth in the Victoria after school program spent the last month working on building model rockets and other flying things. These are great activities to teach listening skills, following directions as well as aerodynamics of flight. We are hoping to launch their rockets this week, weather permitting! 3 young teens helped to lead this session and did a great job guiding the young rocketeers. These skills are invaluable to them as they move forward in gaining confidence in their own personal leadership abilities.

% Time - 30

Contact Information M – 20 F - 6 Race – C – 22 L - 2 B – 1A - 1

MARKETING & COMMUNITY OUTREACH

Situation – Networking is an important part of the Extension education process. Working to increase communication among community members, organizations, local officials and development organizations helps to build effective partnerships and networks. These partnerships help to extend the reach of Extension educational opportunities within the community.

Intended Outcomes – Strengthened programming opportunities for the citizens of Ellis Co. Extending resources for all involved in networking partnerships.

Steps toward Outcomes –

- ⌘ Taped You and Your Young Child segment on getting families involved in the Cloverbud program.
- ⌘ Taught Performing Arts workshop at Girl Scout regional program.
- ⌘ Assisted with Real World 101 program
- ⌘ Participated in Extension elections.
- ⌘ Participated in Department Head Meeting.
- ⌘ Wrote several grants to support 4-H technology programming efforts.
- ⌘ Attended Extension Annual Conference.
- ⌘ Developed 4-H newsletter and updated 4-H website.

% Time – 5

Contact Information M - 102 F - 192 Race – C - 282 L – 4 B - 5 A – 3

Ellis County Health Department
601 Main Street, Suite B Hays, Ks. 67601
Phone: (785) 628-9440 Fax (785) 628-0804

Date: December 08, 2016

To: Ellis County Commissioners, 708 Main Street, Hays, Ks. 6601
Katrina Hess, MD. 1923 E 22nd Street, Hays, Ks. 67601

From: Robert "Butch" Schlyer, RN, BSN, Ellis County Health Administrator

Subject: Monthly Health Department Report: Nov. 2016

<u>Services</u>	<u>Services</u>		<u>Revenue Received</u>		<u>Prior Year - 2015</u>	
	<u>Month/Yr to date</u>		<u>Month/Year to date</u>		<u>Services</u>	<u>Revenue</u>
Allergy Injections	35	620	344.86	6,402.53	805	6,057.67
Basic Health Services Grant				19,817.00		19,907.00
Blood Pressure Screens	2	210			338	
Bob Boxes	89	885			704	
County Wellness Profiles		7		175.00	78	334.00
County Wellness PSA's		2		36.00	34	72.00
CYSHCN Grant				2533.41		2,255.80
Drug Screens/ Spec Collections	2	93	120.00	2130.00	33	847.00
Ear Exam					2	10.00
Epidemiology Cs Management		8			7	
Epidemiology Surveillance	7	66			80	
Glucose Screening	1	1				
Head Lice Screening					2	20.00
Hearing/Auditory Screening					1	5.00
Hemoglobin Screening	3	52	23.80	133.74	47	144.86
Height/Weight Screening		5			5	
Immunizations - Routine	56	612	5,997.56	52,961.81	822	87,909.87
Immunizations - Hepatitis A	6	85	399.77	5,907.91	98	7,261.26
Immunizations - Hepatitis B	11	118	327.04	6,574.27	177	10,312.12
Immunizations - Meningococcal	1	64	175.82	8,156.28	60	6,998.78
Injections - Miscellaneous	10	117	103.20	1,413.60	198	2,488.09
Interest - Insurance						5.33
Labs - Miscellaneous	2	52	50.56	1,165.13	94	2,046.27
Lead Screenings	3	64	13.72	490.32	58	460.63
Nuisance Complaint					1	
Nuisance Follow-up					1	
Nutritional Assessments	44	124		415.00	22	370.00
Other Department Revenue		5		1,004.28		1,293.15
Physicals		8		485.00	30	1,380.00
Physicals XIX (KBH)				50.00	2	
Pregnancy Tests	1	6		54.76	9	80.00

Pvt Ins Overpayment				96.22		600.48
Refugee Assessment						
TB Case Management		4				3
TB Follow-up	6	67				167
TB Medications	2	18				113
TB Screens/Readings	66	885	256.69	5,677.34		891 5,757.68
Vision Screens						
Vaccinations - Flu	97	1312	8,535.56	28,111.64		1467 40,464.22
Vaccinations - Pneumonia	38	61	1,476.00	2,951.34		39 3,611.81
Vaccinations - Rabies		10		4,157.31		34 13,827.38
Vaccinations - Travel	7	87	945.34	8,136.17		117 10,516.52
Voter Registrations						
Weight Loss Program		13		465.00		11 1,094.60
WIC Program			6,970.32	91,037.99		76,368.81
Certifications	78	832				888
Check Pick-Up	132	1506				1748
Participants	315					
RD/ Nutrition Ed	44	511				635
Other WIC Transactions	20	308				350
Totals:	1,078	8,818	25,740	250,539.05	10,171	302,500.33

Dept Clients Served **614** **7,265**

Budget Summary

Budget for year 2016 - \$599,625.00

Percentage of year gone - 91.2%

<u>Category</u>	<u>Year to date</u>	<u>% Used</u>
Personnel Services	423,029.00	94.99%
Contractual Services	27,060.00	77.70%
Commodities	106,455.00	89.05%
Capital Outlay	0.00	0.00%
2016 Budget YTD Expenditures	556,543.00	92.82%
2016 Budget YTD Revenues	250,539.00	143.17%

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: December 19, 2016

TOPIC:

The Ellis County Environmental Code and wastewater system regulations

ACTION REQUESTED:

Listen to the facts presented by Environmental Sanitarian on the above topic and get the commissioners opinions on the topic.

DISCUSSION:

This office has been asked to provide information on private wastewater system regulations. A presentation will be given relating to background of: The Environmental Code, KDHE Bulletin 4-2, and Wastewater Construction Guidelines.

A short water model demonstration will be conducted

FINANCIAL IMPACT:

No financial impact is anticipated

PRESENTED BY:

Karen Purvis, R.S. Ellis County Environmental Sanitarian

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

Environmental PowerPoint Presentation

LEPP PROGRAM

- The Local Environmental Protection Program, established in 1990, by KDHE provided funding to enable local authorities to develop water protection plans that complemented other water quality efforts being waged by state and federal agencies. At the core of each plan was the adoption and enforcement of county environmental codes with an emphasis on onsite wastewater systems (OWWS) and private water wells (PWW). Between 1990 and 2012, 103 counties adopted environmental codes that meet the standards outlined in KDHE Bulletin 4-2, Minimum Standards for Design and Construction of Onsite Wastewater Systems.

Ellis County Environmental Code

- The Ellis County Environmental Code became effective September 27, 1992
- There are 4 Chapters to the Environmental Code- Chapter 1 Administrative Procedures, Chapter 2- Onsite wastewater Management, Chapter 3- Non-Public or Semi-Public Water Supplies, and Chapter 4- Protection of Wellheads and Aquifers.
- Section 1-1.2 of the Environmental Code States: Declaration of Finding and Policy. The Commissioners find that the provision of adequate and reasonable control over environmental conditions in the county is necessary and desirable. **An environmental code establishes standards to eliminate and/or prevent the development of environmental conditions that are hazardous to health and safety, and promotes the economical and planned development of the land and water resources of the county.** For these reasons and objectives, it will be the policy of the Board of County Commissioners to adopt and amend an environmental code to provide current regulation of practices that affect health and safety.

Wastewater Regulations and guidance documents

**Ellis County
Environmental Code**

Ellis County Environmental Office
718 Main St. Lower Level
Hays, Kansas 67601
(785)628-9449 Fax (785)628-9448



State of Kansas
Department of Health
and Environment
Bulletin 4-2, March 1997

**MINIMUM STANDARDS
FOR DESIGN AND
CONSTRUCTION OF ONSITE
WASTEWATER SYSTEMS**

Bureau of Water—Nonpoint
Pollution
Forbes Field, Bldg. 28
Topeka, KS 66620
(785) 256-4195

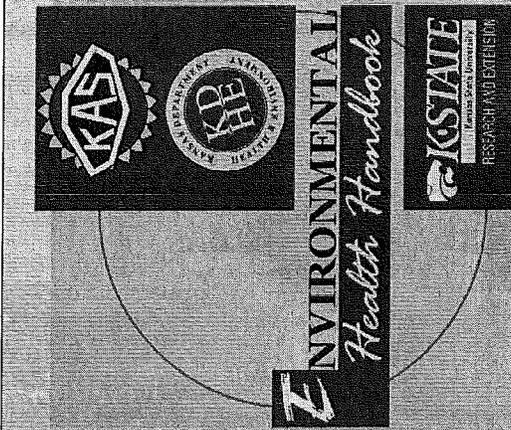
In Cooperation with
K-State, Research and Extension

ELLIS COUNTY

**On-Site
Wastewater
Treatment
System**

**Construction
Guidelines**

Ellis County Environmental Office
718 Main Street Lower Level, Hays, KS 67601
phone - 785-628-9449 Fax - 785-628-9448
Cell Phone Karen Purvis, R.S. 623-1594



**ENVIRONMENTAL
Health Handbook**

KSTATE
RESEARCH AND EXTENSION

SECTION 2-1.0 PURPOSE AND INTENT.

Sewage is a potential source of disease and a hazard to the health, safety, and welfare of the public. It is the purpose of this chapter to provide minimum standards for the location, design, construction, maintenance and use of on-site wastewater systems, and the removal and disposal of materials from such facilities within the legal boundaries of Ellis County.

SECTION 2-2.0 APPLICABILITY.

The provisions of this chapter shall apply to all unincorporated areas located in Ellis County.

SECTION 2-4.0 PROHIBITED PRACTICES.

- 2-4.1 Use of Nonapproved Private Systems. No person shall use, or cause to be used, any private wastewater system, or sanitary privy constructed after adoption of this environmental code until it has been inspected and approved by the Administrative Agency or if it:
- a. has been enjoined as a public health nuisance by a court of competent jurisdiction;
 - b. fails to comply with the provisions of this environmental code, and written notice thereof has been given by the Administrative Agency;
 - c. discharges inadequately treated wastes onto the surface of the ground, or waters of the state or,
 - d. receives non-domestic wastewater, causes vector breeding, produces offensive odors or any condition that is prejudicial to health and comfort.
- 2-4.5 Transfer of Property Ownership. No person shall transfer the ownership of any property with a private wastewater system or sanitary privy until it has been inspected and approved by the Administrative Agency.

SECTION 2-5.0 REQUIREMENTS FOR PRIVATE WASTEWATER SYSTEMS.

- 2-5.1 Approval of Plans. After adoption of this code no person shall develop any private wastewater system until the plans and specifications for such system have been approved by the Administrative Agency. References approved by KDHE utilizing currently approved technology, shall be used as a guide by the Administrative Agency in reviewing and approving plans for private wastewater systems.
- 2-5.2 Permit. No person shall construct or modify, or permit to be constructed or modified, any private wastewater system until a permit has been issued by the Administrative Agency.
- 2-5.3 Maintenance. All persons holding a permit for use of a private wastewater system and responsible for its operation shall operate and maintain the system in conformity with standard operation practices.
- 2-5.4 Suitable Site. No site shall be approved if:
- a) connection to an approved public sewerage system is feasible or the site violates the provisions of Section 2-4.0 of this code;
 - b) the site contains less than two acres of land exclusive of roads, streets, or other public rights-of-way or easements; or
 - c) the soil, topography, and geology do not meet the requirements set forth in Section 2-6.0.

2-5.5 Construction Approval. All private wastewater systems developed or modified after the effective date of this environmental code must be inspected and approved by the Administrative Agency for compliance with the approved plans; and no portion of the system shall be covered or made inaccessible to inspection prior to approval.

2-5.6 Proper Maintenance and Operation. All private wastewater systems shall be maintained in good working condition. Whenever the Administrative Agency shall find any private wastewater system in violation of this code, the owner and/or user shall be ordered to correct the condition.

2-5.7 Waiver. The Administrative Agency shall have the authority to grant exceptions when reliable information is provided which can justify the exception without compromising the environment.

Construction Guidelines- Taken from code requirements and Bulletin 4-2 Highlights

The following are steps and/or conditions that must be in place before a system can be approved:

1. A site must contain a minimum of two acres, or waivers must be secured for non-compliance sites.
2. A site inspection shall be completed before any permit application is approved.
3. A permit application must be submitted before construction is initiated.
4. The system shall be inspected before any portion is covered.
5. An accurate drawing of the system structure and location shall be submitted following the completion of the system.

SEPTIC TANKS- All domestic wastewater SEPTIC TANKS- All domestic wastewater generated on-site must be discharged into a septic tank or an approved alternative (K.A.R. 28-5-7). All septic tanks must meet minimum State construction standards. generated on-site must be discharged into a septic tank or an approved alternative (K.A.R. 28-5-7). All septic tanks must meet minimum State construction standards.

KANSAS REGULATIONS REQUIRE ALL DOMESTIC WASTEWATER TO BE TREATED AND DISPOSED OF THROUGH AN ON-SITE SYSTEM OR A PUBLIC TREATMENT FACILITY.

Location

Wastewater systems **shall never** have driveways, walkways, or buildings, constructed over any portion of any on-site wastewater treatment system. Areas of seasonal flooding and slopes of greater than 25 per cent (25 feet per 100 feet) shall not be used. **The bottom of the absorption area shall be a minimum of four feet above the seasonal high water table and/or any consolidated formation.** Surface water shall be diverted from the absorption area. The absorption area should be located in areas where good vegetative cover is possible. **MINIMUM DISTANCES FROM WATER SOURCES, STRUCTURES AND PROPERTY LINES SHALL BE OBSERVED. See Table 2.**

TABLE 2. Minimum Separation Distances for Onsite Wastewater Systems

Separation of wastewater system to:	Horizontal Distance in Feet	
SEPTIC TANK to:	Required	Recommended
foundation of house or other buildings	10	10
SOIL ABSORPTION SYSTEM to:		
dwelling foundation	20	50
Any part of a wastewater system to:		
Public potable water line	25	25
Private potable water line	10	25
property line	10	50
public water supply well or suction line	100	200
private water supply well or suction line	50	100
surface water course	50	100

Suitability of Soils

The most important perimeter in the construction of a wastewater treatment system is the capacity of the site's soil. The soil's capacity to absorb wastewater is the determining factor for all system designs. The first step in the design of a subsurface wastewater system is to determine soil suitability. What is its absorption capacity?

The soil must have an acceptable percolation rate to function satisfactorily.
The following conditions shall be met:

1. The soil percolation rate shall be between 5 and 60 minutes per inch. If the rate is slower than 60 min. per inch alternative systems shall be considered. If the soil is a sandy structure and the percolation rate is greater than 5 min. per inch, the percolation rate shall be reduced by soil modification.
2. There shall be at least 4 feet of suitable soil between the bottom of the absorption field and consolidated formation or the maximum seasonal groundwater table.
3. There shall be a ground slope of no more than 25 percent.

Wastewater Permit- A permit is needed to construct a private wastewater system. A sight evaluation is conducted along with a flood plain inquiry, soil survey map and site map before construction approval is given. To correctly size the system the soil and number of bedrooms are needed, along with other pertinent information. A soil profile is required in questionable soils before construction approval is given. At least one other site inspection is conducted during installation. Pictures of the system, a final inspection sheet outlining details of the system, a GPS of the tank and/or distribution box is taken for file records, a drawing of the system is required to inform future buyers of location, and maintenance instructions on taking care of the system are all sent to the owner. A septic maintenance letter is sent to the property owner every 5 years after the initial installation to help prevent future problems with the tank.

Water Well Permit- A permit is needed to construct a private or semi public water well. A permit is completed by the water well driller or homeowner. A construction approval is needed before drilling. A flood plain inquiry is obtained for the parcel. A construction approval letter is sent to the owner and driller stating that they need to contact this office after the well is completed, and asking the driller to send this office a drilling log. After it is finished a final inspection is conducted on the well along with taking a water sample. A final permit is issued if construction guidelines are followed. The GPS location and results are entered into the databases.

2016 Wastewater Permits- to date

New Construction Permits- 19 Failing or illegal system upgrades- 17 Holding Tank- 3

2015 Wastewater Permits

New Construction Permits- 19 Failing or illegal system upgrades- 13 Holding Tank- 3

Wastewater Site Evaluations & Inspections

2016- To Date- 142- This includes site evaluations, Property Transfer Evaluations for Septic and Permit Construction

2015- 145

Each year the Environmental Office holds a wastewater contractors training for plumbers and those wishing to put in systems

- **Ellis County is more stringent on one item listed in 4-2.** It lists that if you use the chamber system used in Central or Western Kansas the county can exercise the option to reduce the absorption area by a certain percent- Ellis County has not decreased this amount.
- **When Filling out the permit-** We use minimum septic tank sizes along with the number of running feet of absorption area. This office always recommends that the homeowner and contractor go bigger than that minimum size.
- Each County sets a **minimum lot size** for wastewater systems in their code- Here are some of the other counties lot size minimums.

Ellis County- 2 acres	CKLEPG- 2 acres
Saline County 3 acres	NWLEPG- 2 acres
Ford County- 2 acres	McPherson- 10,000 square feet plus
Barton County- 3 acres	separation distances
Lincoln- 3 acres	
Ellsworth- 5 acres	

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: December 19, 2016

TOPIC:

City of Hays extra territorial jurisdiction (ETJ).

ACTION REQUESTED:

Receive information on potential impacts of changes to the City of Hays extra territorial jurisdiction (ETJ) and provide direction to staff.

DISCUSSION:

The City of Hays and Ellis County have discussed changing the City's ETJ. There are items in our current Zoning Regulations and the City of Hays Zoning Regulations that need to be brought into the discussion before a decision is made.

Items for Discussion: Lot Splits
Enforcement
Building Codes versus Zoning Certificates

FINANCIAL IMPACT:

No financial impact is anticipated

PRESENTED BY:

Karen Purvis, R.S. , Ellis County Zoning 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: December 19, 2016

TOPIC:

Raising of Environmental fees for 2017

ACTION REQUESTED:

Approve proposed fees for 2017

DISCUSSION:

The last time Environmental fees were raised was January 2009. A fee increase was proposed in the Environmental 2017 budget, and the final budget reflected those amounts.

Justification documentation is enclosed.

FINANCIAL IMPACT:

The amount of generated revenue could be doubled by the fee increases.

PRESENTED BY:

Karen Purvis, R.S. , Ellis County Sanitarian

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

Fee Increase Justification Letter



Ellis County Environmental Office

718 Main Street Lower Level Hays, KS 67601
(785) 628-9449 Fax (785) 628-9448
email karen@ellisco.net

The last time Environmental costs were raised was January 2009. A fee increase was proposed in the Environmental 2017 budget, and the final budget reflected those amounts.

Wastewater Permit- A permit is needed to construct a private wastewater system. A sight evaluation is conducted along with a flood plain inquiry, soil survey map and site map before construction approval is given. To correctly size the system the soil and number of bedrooms are needed, along with other pertinent information. . A soil profile is required in questionable soils before construction approval is given, which requires an extra site evaluation At least one other site inspection is conducted during installation. Pictures of the system, a final inspection sheet outlining details of the system, a GPS of the tank and/or distribution box is taken for file records, a drawing of the system is required to inform future buyers of location, and maintenance instructions on taking care of the system are all sent to the owner. A septic maintenance letter is sent to the property owner every 5 years after the initial installation to help prevent future problems with the tank.

Sanitarian time 3 - 4 hours (Minimum) Site evaluations/ inspections, Construction Approval, final reports, and providing final use permit.

Office Staff time for researching property location, researching flood information, researching soil information, printing photos of system during installation, mailing information to property owner after completion of the system, putting information into databases and sending 5 year reminders approximately- 3 hours

Mileage to and from site a minimum of 2 times- sometimes up to 6 site visits

Current Fee- \$25.00

Proposed raise to \$60.00

Water Well Permit- A permit is needed to construct a private or semi public water well. A permit is completed by the water well driller or homeowner. A construction approval is needed before drilling. A flood plain inquiry is obtained for the parcel. A construction approval letter is sent to the owner and driller stating that they need to contact this office after the well is completed, and asking the driller to send this office a drilling log. After it is finished a final inspection is conducted on the well along with taking a water sample. A final permit is issued if construction guidelines are followed. The GPS location and results are entered into the databases.

Sanitarian time 1 ½ hours (Minimum)- Permit approval, Site Inspection, Final Use Permit paperwork

Office Staff time for researching property location, printing photos, running water sample test, mailing completed information to property owner, putting information in databases – 2 hrs.

Mileage to and from site- Varies widely

Chemicals prices for one nitrate and bacteria sample- Approximately \$5.75

Current Fee- \$25.00 Proposed raise to \$60.00

Water Screening- Bacteria and Nitrate-

When a water screening is requested, a site evaluation is conducted of the well along with taking the water sample from the kitchen sink. We do not accept any water that is brought into the office for testing.

Sanitarian time 1 ½ hour (Minimum)- Site evaluation/Inspection, taking water sample, Report after the required 48 hour incubation.

Office Staff time for researching property location, printing photos, running water sample test, mailing completed information to person requesting the water screen, putting information into databases – 2 hrs.

Mileage to and from site- Varies widely

Chemical prices for one nitrate and bacteria sample- Approximately \$5.75

Current fee- \$15.00 Proposed raise to- \$20.00

Property Transfer Evaluation- According to the Ellis County Environmental Code any property that is sold outside the city limits that has a private water well and/or private wastewater system must be inspected by this office. A site inspection is conducted on each property. For the wastewater evaluation a pumping of the septic tank is required at the time of the inspection by a licensed septage hauler. An inspection of the water well is conducted if there is a private water well located on the property, and a water sample is collected and analyzed at our lab. The results of the wastewater system, water well, zoning, and floodplain are then sent to the owner, buyer, realtor, lender listed on the property transfer form. The information is then placed in the property transfer database and parcel database, along with GPS coordinates in the GPS database.

Sanitarian time- Approximately 1-3 hours- Site Inspection of any property that has a private water or wastewater system, Create report on all of the items listed above.

Office Staff time for researching property location, performing a flood plain inquiry, checking zoning classification, printing photos, running water sample test if required, contacting Septic Hauler for appointment if not done by realtor, mailing completed information to all parties involved in the transaction, entering all information into databases. – 3 hours

Mileage to and from site- varies widely

Chemical prices for one nitrate and bacteria sample- (If applicable) Approximately \$5.75

Current fee is \$25.00 each for water and wastewater or \$50.00 for both

The proposal is to raise the fee to \$50.00 each or both for \$75.00

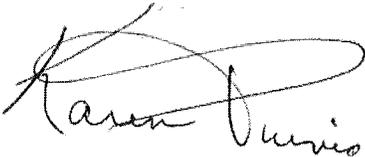
Septage Haulers Permit- The County Code requires that septage haulers be licensed each year. Reminders are sent out each December for the upcoming year. They must fill out a permit and must bring in their pumping and disposal records. An inspection of their trucks are conducted yearly when their trucks are full. Their information is added to the databases.

Sanitarian time- 1 hour minimum

Office Staff time to compose and mail correspondence to each Septage Hauler reminding them to renew their license. Follow-up reminders are sent the end of January if no response from each hauler. Photos printed of trucks for file records. A copy of current licensed Septage Haulers are sent to each realtor and listed on the Environmental web site yearly. – 1 ½ hours

Current Fee- \$25.00 raise to \$60.00

A fee schedule will be sent to all, Realtors, Contractors, Lending Agencies and etcetera to announce the fee increases for 2017 if you so approve.



Karen Purvis, R.S.
Ellis County Environmental Office

C: Bill Ring, Ellis County Public Works Director
Phillip Smith- Hanes, Ellis County Administrator
Bill Jeter, Ellis County Counselor
File

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: December 19th, 2016

TOPIC:

Add an addendum to the 2008 Ellis County Mutual Aid Agreement.

ACTION REQUESTED:

Have the Commission Chair sign the automatic aid agreement between the Hays Fire Department and the Ellis County Fire Department.

DISCUSSION:

One of the most cost efficient ways for both departments to improve fire department services and to maintain a level of safety is to find ways to share resources between organizations. An automatic aid agreement initiates a response from two separate departments on the initial alarm of reported structure fire.

The members of the Ellis County Fire Department Company 5 in Hays and the Hays Fire Department have been working and training together on a bi-monthly basis over the last year in preparation for the January 2017 implementation of the fire department automatic aid agreement. Members from both departments are gaining hands on experience, training/education and a shared culture to help serve our communities better. This program would not be possible without the support and willingness from the volunteer firefighters and its leaders from Company 5 (Hays).

FINANCIAL IMPACT:

The approved 2017 fire department budget includes \$14,140 in estimated costs to implement the program.

There are two future, potential cost savings than can be tied to this program. The first savings is the potential reduction of community fire insurance premiums with an improved public protection classification rating for both departments. The second benefit directly useful to the County could be valued around \$2 million dollars for shared resources from the City of Hays that the ECFD can take credit for (Training center, fire engine/equipment, 5 on-duty firefighters, and a fire station).

PRESENTED BY:

Darin Myers, Ellis County Fire Chief

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

The addendum and coverage map are attachment.

Addendum to the Ellis County Fire Rescue Mutual Aid Agreement to provide for an Automatic Mutual Aid Program between Ellis County and the City of Hays

I. Purpose

- A. This addendum to the 2008 Ellis County Fire Rescue Mutual Aid Agreement is to provide for an automatic fire rescue mutual aid program between Ellis County and the City of Hays.
- B. In mutual aid, fire departments provide assistance on a limited basis and only when requested during extraordinary situations. In automatic mutual aid, fire departments cooperate to share resources on the initial alarm of an emergency to better protect the participating jurisdictions.
- C. Because of the advantages of automatic mutual aid, the Fire Suppression Rating Schedule provides full credit for automatic mutual aid fire stations, fire apparatus and firefighters as if they were provided by the local fire department. The Fire Suppression Rating Schedule is used for property insurance rating purposes.
- D. Both Ellis County and the City of Hays recognize that the 2008 Ellis County Fire Rescue Mutual Aid Agreement has been successful in providing assistance during times of major emergencies. Because of this success, Ellis County and the City of Hays desire to expand this agreement to allow for the implementation of automatic mutual aid between the jurisdictions.

II. Proviso

- A. The terms and conditions of the 2008 Ellis County Fire Rescue Mutual Aid Agreement continue in full force except as modified by this addendum. This addendum applies only to Ellis County and the City of Hays. The terms and conditions of the 2008 Fire Rescue Mutual Aid Agreement for the City of Ellis and the City of Victoria remain unchanged.
- B. Through this addendum, Ellis County and the City of Hays agree that the fire departments will regularly provide fire apparatus and firefighters to respond on the initial report of fire rescue emergencies in both jurisdictions.
- C. The automatic mutual aid program is to be based on standard operating procedures as determined by the fire chiefs of both jurisdictions. These standard operating procedures are to be based on the automatic mutual aid credits in the Insurance Services Office Fire Suppression Rating Schedule.
- D. Initially, automatic mutual aid is to be limited to reports of building fires in both jurisdictions. As experience is gained in the automatic mutual aid program, the fire chiefs may agree to expand services to other types of fire rescue emergencies for the benefit of both jurisdictions.
- E. Ellis County agrees to provide automatic mutual aid within the city limits of the City of Hays. The City of Hays agrees to provide automatic mutual aid in a district to include the built up areas of the unincorporated county surrounding the City of Hays. The Ellis County automatic

mutual aid district is to be cooperatively determined by the fire chiefs of both jurisdictions. The Ellis County automatic mutual aid district may be adjusted by the fire chiefs from time to time as needed.

- F. In addition to response in the Ellis County automatic mutual aid district, the City of Hays agrees to provide the automatic response of one firefighter staffing the breathing air supply truck to all reported building fires throughout the rural fire district.

III. Effective Date

This agreement addendum is to take effect on January 1, 2017 and may be modified or terminated as provided in the 2008 Ellis County Fire Rescue Mutual Aid Agreement.

IV. Signatures

For Ellis County

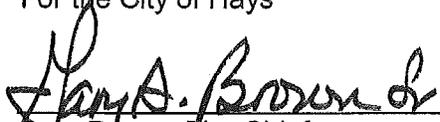
Commissioner Dean Haselhorst, Chair

Date: _____

Darin Myers, Fire Chief

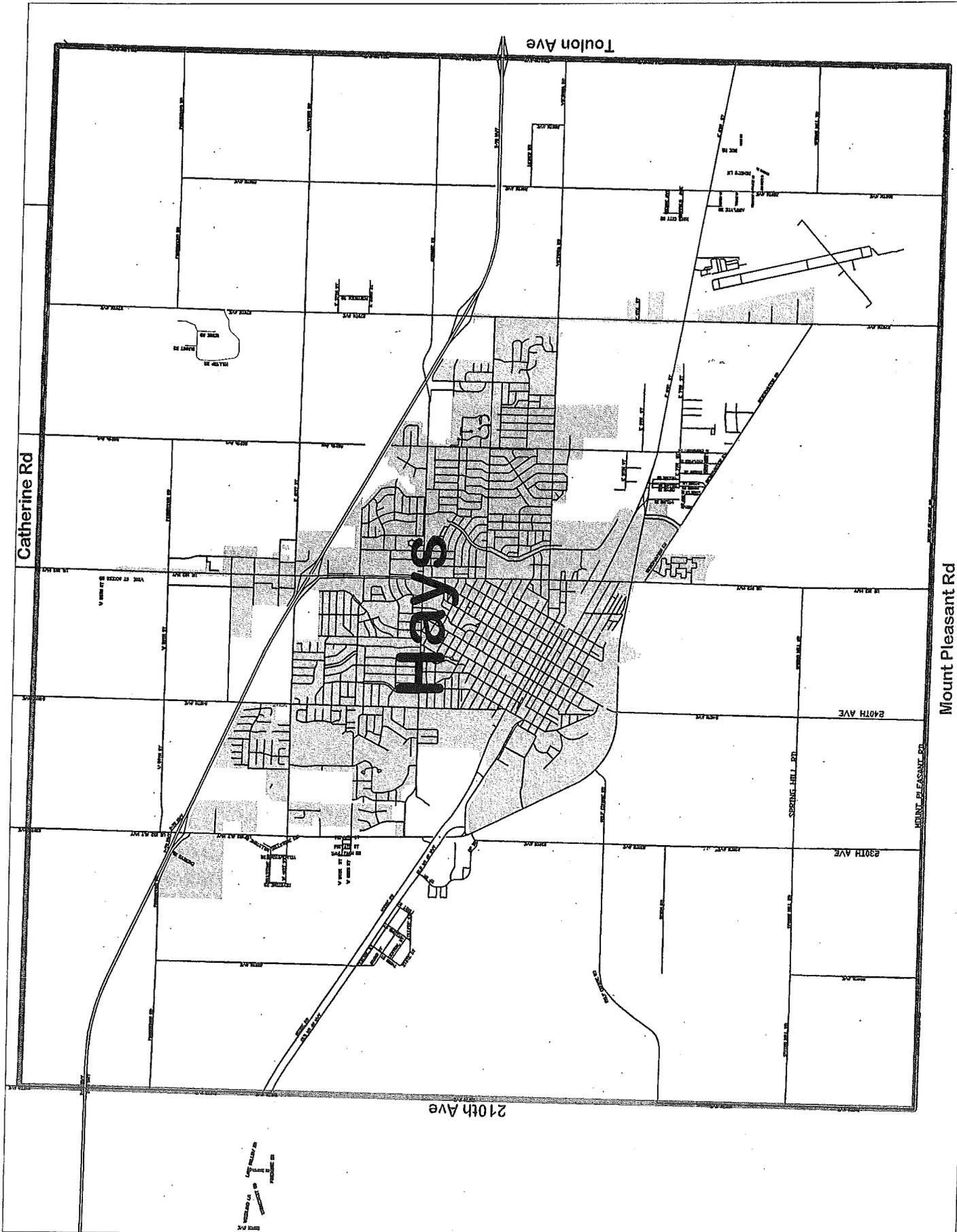
Date: _____

For the City of Hays



Gary Brown, Fire Chief

Date: 12/14/16



ELLIS COUNTY FIRE RESCUE MUTUAL AID AGREEMENT

Ellis County Rural Fire Department

City of Ellis Fire Department

City of Hays Fire Department

City of Victoria Fire Department

Ellis County Fire Rescue Mutual Aid Agreement

I. Purpose

This memorandum of agreement, hereafter known as the agreement, is intended to provide a cooperative plan for the participating fire departments to assist one another in the event of a major fire or other emergency.

II. Parties to This Agreement:

This agreement is made for the purpose of providing for the mutual exchange of fire rescue emergency response resources among the fire departments of the following Ellis County, Kansas jurisdictions:

Ellis County
City of Ellis
City of Hays
City of Victoria

III. Authority

A. This agreement is made in accordance with the provisions of K.S.A. 12-111 and K.S.A. 12-16,117.

B. This agreement is intended to provide the authority for the day-to-day exchange of mutual aid by the fire departments for emergencies that do not require a formal declaration of a state of emergency as required by K.S.A. 49-948 et seq.

IV. Proviso:

The parties to this agreement concur with the following provisions specific to the exchange of mutual aid firefighting and emergency services:

A. Any fire chief or other officer in-command of a fire department may call on any other party to this agreement for mutual aid.

B. Firefighting, fire rescue and emergency services shall mean fire suppression, hazardous materials control, technical rescue, response to terrorist attacks and/or other day-to-day or disaster related types of emergency services typically provided by fire departments. The response of the City of Hays Fire Department regional hazardous materials team shall be as specified by the state fire marshal.

C. When requested, the parties agree to promptly dispatch at least one fire truck, staffed by trained firefighters, and/or such other fire rescue resources as may be needed by another party to this agreement. The parties further agree however, that if they are called upon for mutual aid, they will only send such firefighters and fire rescue equipment as can be spared at the time they receive the call for assistance.

D. The firefighters providing assistance to another fire department under this agreement shall have all lawful authority, immunities from liability and exemptions from laws, ordinances and regulations as if they were performing these duties within their respective cities.

E. The firefighters providing assistance to another fire department under this agreement shall have all pension, relief, disability, workers' compensation and other benefits to which they would be normally entitled, regardless of the location where injured or the officer-in-charge of the emergency operations.

F. Except for damage caused intentionally or by gross negligence, each fire department will be responsible for all damage or repairs to its fire rescue equipment while providing mutual aid services under this agreement.

G. All emergency operations carried out under this agreement, and all firefighters providing assistance under this agreement, shall operate under the incident command system as required by the National Incident Management System (NIMS).

H. The parties agree to conduct a joint fire rescue mutual aid exercise at least annually to foster cooperation between the fire departments.

I. Under the authority of this agreement, the participating fire chiefs may agree in writing to the automatic mutual aid response of one or more of the fire departments to properties involving special hazards, standard multiple alarm responses for assistance or the first response of a mutual aid fire department to properties or locations based on the closest available emergency resources.

J. In the event of error or confusion regarding the proper location of an emergency, the response of a fire department outside of its jurisdiction shall be considered as a mutual aid response under the authority of this agreement.

V. Cost for Services

A. In general, a party to this agreement shall not be indebted to another party for the cost of any usual and customary emergency services rendered by that other party in accordance with the terms and conditions of this agreement, provided that the total time assisting at any one incident shall not exceed 24-hours. After 24-hours of service the assisting jurisdictions may charge the requesting jurisdiction for service based on the most current FEMA disaster reimbursement amounts.

B. In the event of a specific incident where the responsible jurisdiction may be able to recover costs of response and/or mitigation, the costs incurred by an assisting jurisdiction may be reimbursed to that jurisdiction if said costs are recovered from the party legally responsible for causing the incident or to the extent that insurance exists from which said recovery may be made.

VI. Indemnity

A. All services performed and expenditures made under this agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by federal, state and local governments within its boundaries shall extend to its participation in rendering emergency services, in accordance with this agreement, outside of its boundaries.

B. Each party to this agreement shall waive any and all claims against all the other parties hereto, which may arise out of their activities outside their respective jurisdictions while rendering assistance under this agreement.

C. This agreement is intended to work in concert with any other existing agreement(s) between the parties, which address issues relating to cooperation of emergency service agencies. Should the terms of this agreement conflict with similar provisions of another existing agreement between any of the parties, said parties agree to meet and confer to resolve the conflict between the agreements in question.

VII. Modification and Termination of Agreement

A. This agreement may be modified at any time the parties deem it necessary. Suggested modifications to this agreement shall be developed in writing and distributed to each party for their review and comment. A modification to this agreement is approved or rejected by mutual consensus of the fire chiefs.

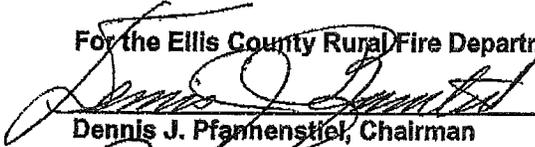
B. Any party may terminate their participation in this agreement by submitting written notice of their withdrawal to the other parties. A termination notice shall be provided at least 30 days in advance of the effective date of such termination to provide time for any adjustments in response procedures that may be necessary.

VIII. Effective Date

The terms and conditions of this agreement shall become effective on the date that the representatives of each jurisdiction sign this agreement. The provisions of this agreement shall remain in full force and effect until such time that this agreement is modified or terminated by the parties.

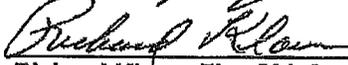
IX. Signatures

For the Ellis County Rural Fire Department



Dennis J. Pfannenstiel, Chairman

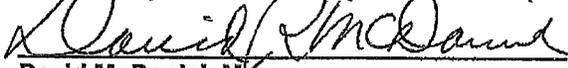
Date 12-1-08



Richard Klaus, Fire Chief

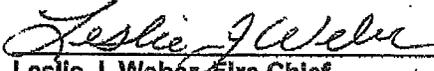
Date 12-1-08

For the City of Ellis Fire Department



David McDaniel, Mayor

Date 11-11-08



Leslie J. Weber, Fire Chief

Date 11-11-08

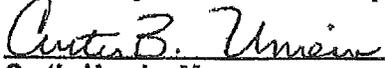
For the City of Hays Fire Department



Gary Brown, Fire Chief

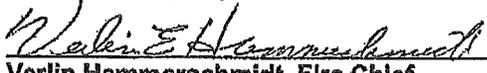
Date 11-6-08

For the City of Victoria Fire Department



Curtis Unrein, Mayor

Date 11-6-08



Verlin Hammerschmidt, Fire Chief

Date 11-6-08

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 12-19-16

TOPIC:

Salaries for Elected Officials for 2017

ACTION REQUESTED:

1. Adopt the resolution contained in Attachment 1 and direct the County Clerk to publish a copy in the official newspaper.
2. Direct the County Administrator to transfer funds within the 2017 budget as shown on Attachment 2.

DISCUSSION:

The County Commission annually sets the salaries of elected officials by resolution.

On August 15, 2016, the Commission adopted a pay plan for all County employees and elected officials other than Commissioners. As a result of that pay plan, the non-Commission elected officials were brought into a range and grade on the pay plan and four of them (County Attorney, County Clerk, Sheriff and Treasurer) received small pay increases. The Register of Deeds did not receive an increase because her position was previously impacted by the "bring to minimum" increases authorized by the Commission.

In addition to pay plan adoption, the Commission adopted a policy governing future implementation of the pay plan. This policy provides, in part, that when funding is available, "any employee who has worked in his/her current classification for at least 15 years, and is still paid at the first through seventh step of the pay grade for that classification, shall be advanced to the eighth step of the pay grade." Three of the County's elected officials have been serving in their respective positions for more than 15 years – the County Attorney (20 years), Sheriff (20 years) and Register of Deeds (16 years). The County Attorney is already paid at step 8 of the grade for the County Attorney position. However, the Sheriff is paid at step 2 of the grade for his position and the Register of Deeds is paid at step 1 of the grade for her position. Pursuant to the adopted policy, the attached resolution moves both of these individuals to step 8 of their respective grades.

No other pay increases are included in the proposed resolution.

FINANCIAL IMPACT:

Additional funds will need to be provided for the Register of Deeds and Sheriff budgets as shown in Attachment 2. Sufficient funding exists within the approved budget for 2017.

PRESENTED BY:

Phillip Smith-Hanes, County Administrator

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

1. Resolution
2. Budget Transfers



RESOLUTION 2016-13

RESOLUTION OF THE BOARD OF ELLIS COUNTY COMMISSIONERS

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

WHEREAS, there is no limitation, restriction or prohibition regarding the setting of annual salaries for county elected officials, and

WHEREAS, the Board of County Commissioners has adopted a pay plan and a policy for administration of that pay plan,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ELLIS COUNTY, KANSAS, that the salaries of Ellis County Elected Officials for 2017 shall be:

County Commissioner	\$19,388.13
County Attorney	\$79,144.00
County Clerk <i>(includes prior stipends for Community Corrections and Commission meetings)</i>	\$58,988.80
County Clerk – Election Stipend	\$8,000.00
County Treasurer <i>(includes prior stipend for Community Corrections)</i>	\$57,595.20
Register of Deeds	\$51,771.20
Sheriff	\$79,144.00

BE IT FURTHER RESOLVED that the salaries stated above shall be effective January 1, 2017.

BE IT FURTHER RESOLVED that all Ellis County Elected Officials on the County Health Insurance Plan will continue to be responsible for paying 7.5% of their monthly premium with said obligation to be withheld from their paycheck unless mandates of the Kansas Non-State Employees Health Plan require an employee contribution of less than this amount depending on the employee's choice of coverage.

Dated this 19th day of December, 2016.

BOARD OF COUNTY COMMISSIONERS

Dean F. Haselhorst, Chair

Martha L. McClelland, Commissioner

Barbara K. Wasinger, Commissioner

ATTEST:

Donna J. Maskus, County Clerk

**Attachment 2
Budget Adjustments**

	2017
From:	
001-97-1705 BUDGET STABILIZATION ACC	(1,896)
001-97-1706 ADMINISTRATOR CONTINGEN	(24,000)
To:	
001-20-1120 ELECTED OFFICALS	10,359
001-22-1120 ELECTED OFFICALS	15,537
 Net Change	 0

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 12-19-16

TOPIC:

New Job Descriptions and Contract for Health Services

ACTION REQUESTED:

Effective December 18, 2016:

1. Approve the contract (Attachment 1) with Kerry G. McCue to serve as Health Services Director and authorize the Chair to sign.
2. Adopt the job description for the position of Chief Public Health Nurse (Attachment 2) assigned to pay grade 116.
3. Reclassify the Public Health Nurse position currently occupied by Carla Hearld (department 17, position PHNU, slot 1) to Chief Public Health Nurse (department 17, position CPHN, slot 1).
4. Adopt the job description for the position of EMS Assistant Director (Attachment 3) assigned to pay grade 118.
5. Reclassify the Education and Training Director position currently occupied by Lillian Slater (department 33, position ETDR, slot 1) to EMS Assistant Director (department 33, position EMAD, slot 1).
6. Delete the classification of Education and Training Director from the pay plan.

DISCUSSION:

With the retirement of the long-time Health Administrator, the Commission has agreed to expand the scope of services for EMS Director Kerry McCue to include supervision of the Health Department. In order to compensate Mr. McCue for these added responsibilities, it would be appropriate to reclassify his position. However, due to the rules governing the retirement system for public safety, it is necessary to accomplish this via separate contract.

In order for Mr. McCue to effectively manage these two formerly separate departments, he will need strong "second-in-command" positions in both former departments. Thus, two new positions are being created and existing staff members are being reclassified into these positions.

FINANCIAL IMPACT:

The total cost of the contract and the reclassifications is approximately \$24,260. Elimination of the Health Administrator position represents a savings of \$88,651.

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. Contract with Kerry G. McCue
2. Chief Public Health Nurse job description
3. EMS Assistant Director job description



Ellis County, Kansas
Contractual Agreement

THIS AGREEMENT is entered into this 19th day of December, 2016, by and between the Ellis County Board of County Commissioners (hereinafter the "BOCC") and Mr. Kerry G. McCue (hereinafter the "Contractor").

WHEREAS, the BOCC and the Contractor acknowledge and agree that the contractor will serve as the Health Department Director for Ellis County, Kansas and the parties desire to reduce their agreement to writing in order to provide a full statement of their respective duties and covenants with regards to this newly formed relationship,

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, it is understood and agreed by the parties hereto as follows:

1. Recital. The above recitals are true and correct and incorporated herein by this reference.

2. Term of Agreement. This agreement shall commence on the Effective Date as defined below, and shall continue in force and effect until terminated as provided below.

3. Termination. This agreement may be terminated as follows:

a. By the BOCC. This agreement may be terminated by the BOCC:

i. Upon thirty (30) days' written notice to the Contractor, with or without cause, by sending written notification of termination to the Contractor; or

ii. Immediately, in the event that the Contractor is unable to fulfill the Duties and Responsibilities set forth herein.

b. By the Contractor. This agreement may be terminated by the Contractor upon thirty (30) days' written notice to the BOCC expressing the Contractor's intent to terminate this contract.

4. Contractor's Duties and Responsibilities. Contractor agrees to perform and accept all duties and responsibilities which are necessary to adequately perform the role of Director of the Ellis County Health Department as outlined in the job description approved by the BOCC, as well as such other duties as may be assigned to the role by the BOCC or the County Administrator.

5. Liability. The Contractor shall be covered by Ellis County's liability insurance while performing the Duties and Responsibilities of the Ellis County Health Department Director.

6. Stipend. For and in consideration of his services as the Ellis County Health Department Director, the BOCC agrees to pay the Contractor the sum of \$11,050 annually, beginning with a pro-rated payment in December of 2016. The sum amount will be divided into twenty-six (26) equal bi-weekly payments. These payments shall be made at the same time as the regular Ellis County payroll. This stipend shall be subject to adjustment at the time any generally applicable pay adjustments are received by other Ellis County employees or department heads.

7. Retirement Contribution. In addition to the stipend provided above and in consideration of the services provided, Ellis County shall contribute \$3,900 annually toward the Contractor's enrollment in a program of deferred compensation for retirement purposes under either section 457(b) or 401(a) of the Internal Revenue Code.

8. Merge. Modification. This agreement reflects the entire understanding of the parties as to matters dealt with herein and may not be modified or amended except by a written instrument signed by both parties.

9. Notice. Any notice required herein by this agreement shall be provided in writing and shall be delivered in person or by certified mail, return receipt requested.

10. Non-Assignment. This agreement may not be assigned or delegated by either party without the prior written consent of the other party and any assignment or delegation hereof made without such prior written consent shall be void.

11. Governing Law and Venue. This agreement shall be construed according to the laws of the State of Kansas. The designated venue for any action or lawsuit pertaining to this agreement shall be the Twenty-Third Judicial District Court for Ellis County, and for an action in Federal Court shall be the United States District Court for the District of Kansas.

12. Severability. If any clause or provision is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement,

then and in that event, it is the intention of the parties hereto that the remainder of this agreement shall not be affected thereby.

13. Effective Date. This agreement shall become binding upon only after having been signed by the appropriate parties for both sides and after approval by the BOCC in accordance with its normal procedure for approving contacts of this type.

IN WITNESS WHEREOF, the parties hereto execute this agreement as follows:

ELLIS COUNTY COMMISSION:

CONTRACTOR:

Dean Haselhorst, Chairman

Kerry G. McCue

Date:

Date:

ATTESTED:

Donna J. Maskus, Ellis County Clerk

Date:

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Job Title: Chief Public Health Nurse

Department: Health
Reports To: Health Services Director
Pay Grade: 116
FLSA Status: Non-Exempt

JOB SUMMARY

This is a highly specialized professional public health nursing supervisory position which includes direct nursing services in clinic and community settings, as well as consultative and referral responsibilities. Work includes coordination of public health nursing services with related programs of other community or state agencies involved with the health and welfare of the public or individuals. Duties include services relating to immunizations, the Women Infants and Children (WIC) program, sexually transmitted illnesses, communicable disease, labs, nuisances, and other child/adult public health nursing programs. Work is performed with latitude for professional independence in accordance with established department, state, or federal policies. Work is performed under the general direction of the Health Services Director and reviewed through conferences and reports for results achieved. The employee in this position will provide supervision to other clinical and non-clinical staff of the Health Department in the absence of the Director.

ESSENTIAL JOB FUNCTIONS:

- Maintains familiarity with latest standards for public health nursing;
- Assists in educating other staff as well as physicians, citizens, health care providers, and other agencies regarding public health concerns, threats, and interventions;
- Maintains state and federal public health programs following specific program policies/regulations;
- Assists in maintaining an appropriate surveillance program for communicable diseases and other health concerns assuring timely investigation, data collection, and implementation of epidemiological interventions;
- Evaluates immunization records and provides necessary vaccinations or other action based on the latest immunization schedule and applicable policy/procedure;
- Obtains lab specimens for the screening and/or diagnosis of communicable or other disease, illness, or drug use;
- Provides screenings for hypertension, diabetes, anemia, cholesterol, and urinalysis, and determines appropriate action based on policy and referral criteria;
- Performs and reads tuberculosis Mantoux skin testing for screening in tuberculosis prevention and control;

- Administers vaccinations as ordered by client's personal physicians (allergy, B12, rabies, etc.);
- Screens for head lice, scabies, pubic lice, or other health pests and provides appropriate action based on department or state protocols;
- Provides physical assessments and documentation including health history, vision, hearing, developmental screenings, and lab testing with appropriate referral and follow up;
- Performs necessary nursing services including referral and follow up to the WIC program following all WIC policy and procedure;
- Conducts pre-counsel, post-counsel, and obtainment of lab specimens for testing of HIV following specific KDHE and department policy;
- Collaborates with community agencies (physicians, hospital, Head Start, jail, school, etc.) regarding client care, treatment, referral, and follow up;
- Provides assistance for the obtainment of specimens for DNA testing as ordered by the Court/County attorney;
- Supervises all staff in absence of Health Services Director; and
- Other related duties as deemed necessary or as required.

MINIMUM REQUIREMENTS TO PERFORM WORK:

Bachelor's Degree in nursing and five years of experience in public health nursing. Currently registered with the State of Kansas and possess a license to practice issued by the Kansas State Board of Nursing.

Knowledge, Skills and Abilities:

- Knowledge of professional nursing process, practice, and theory.
- Knowledge of public health nursing theory, practice, and related public health issues.
- Skill in communicating orally and in writing.
- Ability to implement public health programs, clinics, and services to meet community and individual needs.
- Ability to provide skilled nursing care based on scientific principles, basic behavioral concepts, and intelligent professional judgment.
- Ability to administer injections and treatments and to perform screening tests utilizing correct procedures and use of professional equipment.
- Ability to supervise staff.

PHYSICAL REQUIREMENTS:

This work requires moderate physical exertion. The employee is generally confined to a work area and is subject to varying amounts of physical and stress related duties. An employee must possess the ability to interact with people of all ages including children. In addition, the employee must possess the ability to deal with non-English speaking persons. The employee in this position is subject to fluctuating volumes of people seeking services as well as irate or difficult persons. This position is designated as safety sensitive and the employee is subject to pre-employment, suspicion, and random drug testing.

WORKING CONDITIONS:

Possible adverse working conditions exist in this position including exposure to communicable disease and blood borne pathogens. Position is designated as high risk for blood borne pathogens and has the potential for minor to moderate injuries from the collection of needles and other bio-hazardous material.

Ellis County, KS JOB DESCRIPTION



To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Job Title:	EMS Assistant Director
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Department: Emergency Medical Services

Reports To: Health Services Director

Pay Grade: 118

FLSA Status: Exempt

JOB SUMMARY

Under the supervision of the Health Services Director, the EMS Assistant Director has operational responsibility for all EMS personnel. The employee in this position provides supervision for Paramedic/Shift Supervisors and provides training for staff and information for the public. The EMS Assistant Director acts without direct supervision and exercises independent judgment in handling emergencies as well as routine operations. This position will direct the care and maintenance of facilities, equipment and supplies.

ESSENTIAL JOB FUNCTIONS:

- Supervises all departmental personnel under the guidance of the Health Services Director and medical director;
- Takes command and directs rescue and EMS activities at major incidents;
- Coordinates the planning, development, and implementation of employee orientation and training programs;
- Obtains approval of State EMS board for all training programs;
- Provides training service to all EMS personnel;
- Reviews all patient Care Reports and coordinates the quality assurance process with the medical director;
- Maintains medical quality assurance through review of patient call reports, documented biomedical radio transmissions, and observed job performance;
- Maintains and documents annual certification and re-certification;
- Coordinates service delivery in the deployment of staff and equipment;
- Schedules use of training equipment and supplies;
- Serves as liaison between Ellis County EMS and outside agencies;
- Assists in the development and revision of medical protocols, standing orders, and other standard operating procedures;
- Directs the CPR program;
- Assists with researching the purchase of new equipment and the implementation of new programs;
- Coordinates with clerical staff the preparation and printing of written materials and general office business;

- Maintains good working relations with interest groups and others that impact emergency medical care;
- Presents awareness programs to civic and educational groups; and
- Other related duties as deemed necessary or as required.

MINIMUM REQUIREMENTS TO PERFORM WORK:

Bachelor's Degree in a health care or education related field with experience in emergency medical care and five years of related experience are required. Kansas certified as Mobile Intensive Care Technician or Paramedic and BCLS instructor. Certification as EMT and MICT Instructor/Coordinator.

Knowledge, Skills and Abilities:

- Knowledge of training requirements and techniques for emergency medical services including training for MICT's.
- Knowledge of supervisory responsibilities and techniques.
- Skilled in interpersonal, oral, and written communication.
- Ability to evaluate medical procedures and protocols for efficiency and thoroughness.
- Ability to develop training methods and materials.
- Ability to analyze paramedic reports and determine compliance with protocols.
- Ability to effectively operate all department and EMS equipment.
- Ability to maintain departmental operations in absence of Director.

PHYSICAL REQUIREMENTS:

Work may consist of heavy strenuous physical activity in lifting patients, climbing, crawling, bending, or other necessary actions to find and assist the injured. The ability to express or exchange ideas by means of oral and written communication. Conveying and receiving detailed or important instructions to and from other workers and the general public is required. Must be able to pass physical agility test.

WORKING CONDITIONS:

Work is performed in an environment that would require limited physical effort as well as exposure to infectious diseases when working as a technician or paramedic.

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 12-19-16

TOPIC:

Contract for Snow Removal Services at County Facilities

ACTION REQUESTED:

Authorize the Chair to sign the attached contract.

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.

On November 7, the Commission authorized the County Administrator to negotiate a contract with Flatlander Dirtworks. The final contract includes options to have the contractor perform snow removal work at the Fairgrounds if so desired, as well as the option to renew for two additional winter seasons. The contractor agrees to give the County a firm price for each of the renewal terms prior to the County's exercise of this option.

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:

Contract from Flatlander Dirtworks



AGREEMENT FOR SERVICES

This Agreement is made and entered into this 28th day of NOV., 2016, by and between the **Board of County Commissioners of Ellis County, Kansas** ("County") and **Flatlander Dirtworks, LLC.** ("Contractor").

WHEREAS, County lacks personnel and equipment to adequately plow heavy accumulations of snowfall from a variety of County facilities in a timely manner, and

WHEREAS, Contractor warrants that it has the capacity to perform the timely plowing of snow from County facilities, and

WHEREAS, County desires to engage Contractor to perform services,

NOW THEREFORE, it is agreed as follows:

SECTION 1: SERVICES

When snow accumulates to a depth of one (1) inch at the front and rear parking lots and driveway access of the County Emergency Services facility at 1105 E. 22nd Street in Hays, Contractor shall plow snow from these lots. Snow will be continuously plowed from these lots upon each successive accumulation of at least one (1) inch until the end of the snow event. In all cases, snow shall be plowed no later than four hours of the end of the snow event or 7:45 a.m., whichever occurs later.

When snow accumulates to a depth of two (2) inches, Contractor shall plow snow at the following locations:

- (a) North and south lots of the Law Enforcement Center, 105 W. 12th Street, Hays.
- (b) East and south lots of the Administrative Center, 718 Main Street, Hays.
- (c) North lot of the Health/Extension offices, 601 Main Street, Hays.

Such snow plowing shall occur no later than 7:45 a.m. Monday through Friday. Contractor shall also plow snow within four hours of the end of a snow event on Saturday or Sunday upon request by County.

Snow will be placed to minimize loss of parking. Upon request of County, Contractor shall remove snow piles.

Upon request of County, Contractor shall also plow snow in the driveways and principal parking lots of the County Fairgrounds.

SECTION 2: TERM

The initial term shall be one (1) winter commencing on December 1, 2016, and ending on April 15, 2017, unless sooner terminated as provided in the terms of this Agreement. County shall have the right to renew this agreement for two additional terms of one (1) winter season, commencing on October 15 of each year and ending the following April 15, by giving Contractor

notice of intent to exercise such option to renew no later than thirty (30) days prior to the commencement of renewal term.

SECTION 3: COSTS

County shall pay Contractor \$100 per hour for each hour spent plowing snow and \$150 per hour for each hour of snow pile removal. The hourly rate shall be subject to increase by Contractor for the renewal terms upon notice to County not later than 45 days prior to the commencement of each renewal term.

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 and Contractor. No provision may be waived except in a writing signed by County and Contractor. Contractor acknowledges and agrees that Contractor has not relied upon any statement, representation, prior written or contemporaneous oral promises, agreements or warranties of County except such as are expressed herein.

Contractor shall comply with all federal, state and local regulations, including but not limited to all applicable Occupational Safety and Health requirements, Equal Employment Opportunity laws and the Americans with Disabilities Act.

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

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 of Contractor to County is that of an independent contractor, and it is expressly understood and agreed that no provision of this Agreement shall cause Contractor to be considered an employee of County for any purpose.

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: INSURANCE AND INDEMNIFICATION

Contractor shall maintain, at its own expense, throughout the term of this Agreement and any renewal term, insurance acceptable to the County for workers' compensation, general liability (in an amount not less than \$1,000,000 per occurrence) and automobile liability.

Contractor shall indemnify and hold harmless County against any and 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/or its agents constituting negligence.

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.

BOARD OF COUNTY COMMISSIONERS
OF ELLIS COUNTY, KANSAS

ATTEST:

By _____
Chairperson

Donna Maskus, County Clerk

FLATLANDER DIRTWORKS, LLC

By *Joel Homan*

Title *OWNER / President*