



COUNTY COMMISSION

Monday, January 5, 2015

4:00 PM

Ellis County Administrative Center, 718 Main St., Hays (Basement)

Order of Business

I. Executive Session

Non-elected Employee Matter – One Hour

II. Opening

A. Call to Order

B. Pledge of Allegiance

C. Clerk Records the Roll

D. Order of Business

Consideration of Amendments

III. Approval of Prior Minutes

December 15, 2014

IV. Consent Agenda

A. Approval of Employee Status Changes as presented

B. Approval of Refunding Warrants as presented

C. Approval of Tax Roll Adjustments as presented

- D. **Approval of Escape Tax Orders as presented**
- E. **Approval of Adds and Abates as presented**
- F. **Approval of Accounts Payable and Payroll as presented**

IV. Issues from Persons Not on the Order of Business

V. Public Requests/Presentations/Reports Agenda

N/A

VI. Action Items Agenda

- A. **Aerial Photography [Enclosure](#)**
Consideration of advertising for bids
- B. **Union Contracts [\(Distributed Separately\)](#)**
Consideration of 2015 Union Contracts
- C. **Resolution No. 2015-01 - Elected Officials Pay [Enclosure](#)**
Consideration of Resolution
- D. **Resolution No. 2015-02 - Appointed Officials Pay [Enclosure](#)**
Consideration of Resolution
- E. **Cereal Malt Beverage License [Enclosure](#)**
Consideration of Application for Bickle-Schmidt Sports Complex

VII. Issue Introduction/Report Agenda

- A. **Public Works**
 - 1. **Kansas Low Volume Bridge Improvement Program – Project No. 4732-01 [Enclosure](#)**
Discussion/Report regarding agreements

B. Public Health

1. Monthly Public Health Report – November 2014

[Enclosure](#)

Report/Discussion

C. County Administrator

1. Monthly Financial Report – November 2014

[Enclosure](#)

Report/Discussion

2. Resolution No. 2015-03 - Board of Zoning Appeals

[Enclosure](#)

Report/Discussion

D. County Commission

1. Commissioner Reports

E. Executive Session (if required)

VIII. Adjournment



Meeting Memo

To: County Commission
From: Greg Sund
CC: Order of Business Recipients
Date: 1/2/2015
Re: Order of Business for January 5, 2015 Regular Meeting

Please note: The meeting is scheduled to start at 4:00PM, one hour earlier than usual for the purpose of holding an executive session regarding non-elected employee issues.

IV. Public Requests/Presentations/Reports Agenda

N/A

V. Action Items Agenda

A. Aerial Photography – As proposed by County Appraiser Ree, the County has not contracted an updated aerial photo since 2007 or 2008. For this reason, she proposed doing another one this spring before the trees leaf out. As an enhancement for this photo, she proposed bidding oblique views. This means the camera also takes photos of the side of buildings. By having oblique views, her staff will be able to confirm field measurements and in some cases do measurements they were not able to do in the field. This capability would be a very usable enhancement for her office to ensure structures are measured accurately. As was confirmed by other department heads in the room the evening she proposed it, others see benefit in an updated photo and may also be able to benefit from the oblique views. When she proposed contracting for the photo a few weeks ago, a few objections/questions were raised. In terms of being able to see changes in lay of the land between the 2007 photo and one done this year, this capability is already out there through Google Earth and other Internet services. In addition, because these photos are only taken every few years, it would be difficult to call them an invasion of privacy. This is especially true when one considers that aerial photos are already available to the public for free. The reason for doing a photo specific to Ellis County was

described by GIS Technician Eamonn Coveney a couple months ago. I am enclosing the information he provided in the packet. As Ms. Ree explained we can pay the cost over time and there is sufficient money in the Equipment/Major Expenditure Reserve for the Appraiser's Office to cover the cost. I recommend approval to advertise this project for bids.

Suggested Motion: To bid the purchase of aerial photography services for Ellis County that include oblique views of buildings with photos to be taken in leaf off conditions.

- B. Union Contracts** – The four unions agreed to the County's last counter-offer. Mr. Jeter has prepared the amendments and union representatives are in the process of signing them. The only thing left at this point is for the County Commission to consider them. For quick reference, the changes addressed in the contracts is a 2.0% general raise, employees take on an additional 2.5% of health insurance premium responsibility for a total of 7.5% unless limited by the Non-State Employees Health Plan, the language requiring the County to start new employees at Step 1 or 2 depending on contract has been removed. Finally, this contract only carries a one-year term. By having a one year term, we will be able to use the information gained from the Wage and Benefit Study in 2015 negotiations. I recommend approval.

Suggested Motion: To approve the new one-year term contracts with the Courthouse, Sheriff, EMS, and Public Works bargaining units of SEIU as presented.

- C. Resolution 2015-01 – Elected Officials Pay** – This is a typical annual resolution considered by the County Commission. Ordinarily, this resolution is considered before the end of the prior year, but because the union contracts were not settled in time for the December 15, 2014 Commission meeting, the resolution could not be presented at that time. The reason for this is the pay adjustment in the union contracts is usually used for elected officials also. This resolution proposes starting the new pay on January 4, 2015 because that is the start of a new pay period and it is necessary to change pay at the start of a pay period.

Suggested Motion: To approve Resolution No. 2015-01, which increases elected officials pay by 2.0% effective January 4, 2015.

- D. Resolution 2015-02 – Appointed Officials Pay** – As with Resolution No. 2015-01, this one is also considered during the last meeting of the prior year, but could not be presented this year because union negotiations were not, yet, settled in time for the December 15, 2014 Commission meeting. If, at some point, the Commission would like to unlink this resolution or the one for elected officials from the union contracts, please let me know.

Suggested Motion: To approve Resolution No 2015-02, which increases appointed officials pay by 2.0% effective January 4, 2015.

- E. **Cereal Malt Beverage License** – We have an application from the Hays Recreation Commission operating at the Bickle-Schmidt Sports Complex for the Commission’s consideration. At the time the packet was put together, we did not yet have confirmation of support from the township board, but hope to have it prior to the meeting.

Suggested Motion: To approve renewal of an annual Cereal Malt Beverage License for the Hays Recreation Commission operating at the Bickle-Schmidt Sports Complex.

VI. Issue Introduction/Report Agenda

A. Public Works

- 1. **Kansas Local Bridge Improvement Program Contracts** – We have received the contracts from KDOT for two bridges that will be improved/replaced under this program. One is located on the Emmeram Road just west of the Yocemento Road. The other is near the south line of the County near US-183. Mr. Graf asked that the agreements be presented during this meeting with consideration during the next. These are the standard KDOT contracts, so as Mr. Graf said, there probably isn’t much opportunity for changing them.

B. Public Health

- 1. **Monthly Public Health Report – November 2014** – Mr. Schlyer presented the Monthly Public Health Report for November 2014. If Commissioners have any questions, please raise them during the meeting or contact Mr. Schlyer before the meeting in case the subject is something that will require a little research.

C. County Administrator

- 1. **Monthly Financial Report – November 2014** – This is the monthly financial report for November 2014, please refer to my memo in the report for more information.
- 2. **Resolution No. 2015-03 – Designation and Appointment of Zoning Board of Appeals** – In accordance with State law, the County is required to have a Board of Zoning Appeals. In the Zoning Regulations, the County co-named the Joint Planning Commission as the Board of Zoning Appeals, but this needs to be changed because the Joint Planning Commission is too large to meet size limitations in State law.

In addition because someone could appeal a decision of the staff, Joint Planning Commission, or County Commission to the Zoning Board of Appeals, the potential of experiencing a conflict is high. Ideally, this board should be comprised of three to seven members, who are not associated with the County in other capacities. I am presenting this issue during this meeting and plan to return it to the action agenda during the next meeting unless there are objections by the Commission or if Commissioners are not able to find willing volunteers by that time. I asked Mr. Jeter to review this resolution. He did and did not communicate any issues with the form or content. Because this has been a need for some time, rather than presenting it and seeking approval during one meeting, I ask Commissioners to review and discuss it during this meeting and consider possible appointees over the coming week and then consider the resolution at that time.

Greg Sund

GIS

It has been sometime since the County contracted a photo as the integral background of our Geographical Information System (GIS). I have struggled with the cost of these services and have asked as I have heard others ask, why they cost so much when you can get the information for free. In answer to some of these questions, Eamonn Coveney wrote an a piece that provides some of the reasons for the differences in cost and that free isn't really free. Thanks to Eamonn for providing this information. Here it is.

Chad had asked that I put together a couple of bullet points to justify the importance of acquiring aerial photography. Here's a couple of points and graphics that illustrate the difference between digital orthophotography and imagery available through web providers, such as Google or Microsoft Bing.

While both Bing and Google offer good aerial imagery, they're designed for general reference, entertainment and to boost web traffic to their websites, and optimized for delivery over the internet (not designed for digitizing features or producing hardcopy media such as wall maps). One common misconception is that Google/Bing are free – in fact, you are required to license the imagery if utilized in a professional setting.

- Google/Bing require an internet connection to view imagery (problematic in rural areas; dispatch center's ability to function independently of internet connectivity)
- Google/Bing have licensing restrictions (required to purchase a license to use in 3rd party applications)
- Google/Bing are composites of many different data sources and spatial resolutions – coverage for Ellis County is non-uniform
- Google/Bing imagery is delivered in a specific format, not compatible with all software suites utilized by city/county
- Metadata is difficult to obtain (i.e. acquisition date, spatial resolution, image specifications, etc.)
- Orthophotography is typically flown during "leaf-off" season to expose structures that would otherwise be hidden by vegetation; Google/Bing imagery is typically "leaf-on"
- Google/Bing do not have the same quality control or in the acquisition or review process, resulting in distortion and parallax issues; non-uniform color balancing; cloud cover/shadowing

Spatial Resolution:

1:400 scale



1:100 scale



“Leaf-On” vs “Leaf-Off”:



Clouds / Cloud Shadowing:



Distortion/parallax issues:



Tabular Comparison:

SOURCE	Metadata	Resolution as good as	Positional Accuracy	Currency	Coverage	Cost
Google	Not easy	6"-3'	10'-30'	1-2 years	world	free
MS Bing	Not easy	6"-3'	10'-30'	1-2 years	world	free
ESRI / Digital Globe	yes	4"-3'	'3 -8'	Excellent, some near-real time	world	View free via ArcExplorer. Pay via ArcGIS license
Custom certified ortho	yes	2"-1'	2'-8'	Per contract	limited	expensive

<http://geospatial-solutions.com/ortho-imagery-pay-or-play-free/>

RESOLUTION NO. 2015-01

A RESOLUTION ADDRESSING THE 2015 ANNUAL SALARY AND BENEFIT ADJUSTMENTS FOR COUNTY ELECTED OFFICIALS

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,

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Ellis County, Kansas that salaries of Ellis County Elected Officials for 2015 shall be:

County Commissioner	\$19,196.17
County Attorney	77,968.24
County Clerk	51,198.64
County Clerk – Election Stipend	8,000.00
County Clerk – Comm Correct Stipend	3,000.00
County Clerk – Comm Meeting Stipend	3,600.00
County Treasurer	54,124.30
County Treasurer – Comm Correct Stipend	2,250.00
Register of Deeds	39,959.95
Sheriff	62,972.47, and

BE IT FURTHER RESOLVED that the new salaries will be effective January 4, 2015, and

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 employee, employee plus children, employee plus spouse, or family.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS, Ellis County, Kansas this 5th day of January 2015.

BOARD OF COUNTY COMMISSIONERS

Barbara K. Wasinger, Chair

Swede Holmgren, Commissioner

Dean Haselhorst, Commissioner

ATTEST:

Donna J. Maskus, County Clerk

RESOLUTION NO. 2015-02

A RESOLUTION ESTABLISHING THE 2015 SALARY, WAGES, AND BENEFIT ADJUSTMENTS FOR NON-ELECTED UNION INELIGIBLE EMPLOYEES

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 establishment or adjustment of salaries and benefits for employees,

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Ellis County, Kansas that the pay of non-elected union ineligible employees, with the exception of the County Administrator, shall be increased by 2.0% pay scale adjustment.

BE IT FURTHER RESOLVED that the new salaries will be effective January 4, 2015, and

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

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS, Ellis County, Kansas this 5th day of January 2015.

BOARD OF COUNTY COMMISSIONERS

Barbara K. Wasinger, Chair

Swede Holmgren, Commissioner

Dean Haselhorst, Commissioner

ATTEST:

Donna J. Maskus, County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

30.00 License

Fee, \$ ~~25.00~~ Rev Stamp

No. 2015-01

RETAIL DEALER'S LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to Hays Recreation Commission to sell at retail

CEREAL MALT BEVERAGES

Consumption on the Premises

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at Bickle/Schmidt Sports Complex, 1376 Hwy 40, Hays, KS 67601

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

in the Township of Big Creek in Ellis County, Kansas.

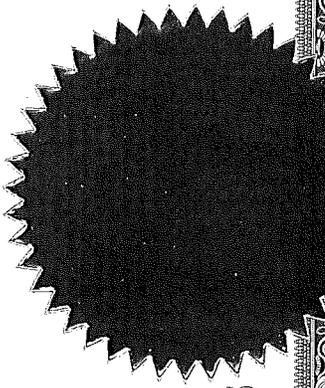
Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License is for year beginning January 6, 2015 and will expire December 31, 2015 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

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

this 5th day of January, 2015

Attest: _____
County Clerk
Chairman



**PARTNERSHIP, FIRM OR ASSOCIATION
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**
(This form has been prepared by the Attorney General's Office)

City or County of ELLIS

SECTION 1 – LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.	

SECTION 2 – APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): 004-480690945-F02		
Name of Partnership/Firm/Association Hays Recreation Commission	Phone No. 785-623-2650	Zip Code 67601
Place of Business Street Address 1105 Canterbury Rd	City Hays	

SECTION 3 – LICENSED PREMISE					
Licensed Premise (Business Location or Location of Special Event)			Mailing Address (If different from business address)		
DBA Name Bickle/Schmidt Sports Complex			Name Hays Recreation Commission		
Business Location Address 1376 Hwy 40			Address 1105 Canterbury Rd		
City Hays	State KS	Zip 67601	City Hays	State KS	Zip 67601
Business Phone No. 785-623-2650			<input type="checkbox"/> I own the proposed business or special event location. <input checked="" type="checkbox"/> I do not own the proposed business or event location.		
Business Location Owner Name(s) City of Hays					

SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION			
List each partner or member of a firm/association and their spouse, if applicable. Attach additional pages if necessary.			
Partner/Member Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Partner/Member Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Partner/Member Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Title	Date of Birth	
Residence Street Address	City	State	Zip Code

SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION (CONTINUED)

Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION

My place of business or special event will be conducted by a manager or agent. Yes No

If yes, provide the following:

Manager or Agent Name Roger Bixenman	Phone No. 785-623-2650	Date of Birth 07/02/1966
Residence Street Address 2704 Barclay Dr	City Hays	State Zip Code KS 67601

Manager or Agent Spousal Information

Manager or Agent Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	State Zip Code

SECTION 6 – QUALIFICATION FOR LICENSURE	
Applies to each partner or member of a firm or association AND their spouses.	
Are all persons identified in Sections 4 & 5 are Citizens of the United States ¹ ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have all persons identified in Sections 4 & 5 have been a resident of Kansas for at least one year prior to application ² ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have all persons identified in Sections 4 & 5 been residents of this county for at least six months ³ ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All persons identified in Sections 4 & 5 are at least 21 years old ⁴ ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, have any of the persons identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the partnership, firm or association have a manager, officer or director who was an officer, manager, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that had a CMB license revoked or was convicted of a violation of the Club and Drinking Establishment Act or the CMB laws.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the spouse of any partner or member been convicted of any of the crimes identified in Section 6 during the time the spouse held a CMB license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION 6 – DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the partnership/firm/association to complete this application. (K.S.A. 52-601)

SIGNATURE *Rogue Bixem* DATE 12/16/2014

Print Form

FOR CITY/COUNTY OFFICE USE ONLY:	
<input checked="" type="checkbox"/> License Fee Received Amount \$ <u>30⁰⁰</u> Date <u>12-29-14</u> (\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)	
<input checked="" type="checkbox"/> \$25 CMB Stamp Fee Received Date <u>12-29-14</u>	
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified	
<input type="checkbox"/> New License Approved Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> License Renewed Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> Special Event Permit Approved Valid From Date _____ to _____ By: _____	

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

¹ Spouse not required to be U.S. citizen. K.S.A. 41-2703(b)(9)
² Spouse not required to be Kansas resident. K.S.A. 41-2703(b)(9)
³ Spouse not required to be a resident of the county. K.S.A. 41-2703(b)(9)
⁴ Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)

PROJECT NO. 26 C-4732-01
KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM
BRIDGE RECONSTRUCTION/REHABILITATION
ELLIS COUNTY, KANSAS

A G R E E M E N T

This Agreement is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT), (the "Secretary") and **Ellis County, Kansas** ("County"), collectively, the "Parties."

RECITALS:

- A. The County has requested and Secretary has authorized a county bridge project, as further described in this Agreement.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of county bridges for the purpose of reducing the number of deficient bridges in the State of Kansas and improving the transportation system through the State of Kansas for the benefit of the State Highway System and the traveling public generally.
- C. The Secretary and the County desire to construct the Project.
- D. Counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and state highways, provided however, in order to be eligible such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. "**Agreement**" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. "**Construction**" means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 3. "**Construction Contingency Items**" mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project
5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“County”** means the County of Ellis, Kansas, with its place of business at 1204 Fort Street, Hays, Kansas, 67601.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Hazardous Waste”** means includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

14. **“NBI”** means the National Bridge Inventory, under the jurisdiction of the U.S. Department of Transportation, Federal Highway Administration.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the County, being: **6.0 miles North and 5.3 miles West of Hays in Ellis County, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Reimbursement of Project Costs.** The Secretary agrees to reimburse the County ninety percent (90%) of the total actual costs of Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), Construction Engineering, Right of Way, and Utility adjustments, but not to exceed \$160,000.00 for the Project; subject to the funding limitation established under Article II, paragraph 2. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), Construction Engineering, Right of Way, and Utility adjustments that exceed \$177,777.78 for the Project. Further, the Secretary shall not be responsible for the total actual costs of any Non-Participating Costs incurred for the Project.

2. **Funding Limitation.** The Secretary's participation in the funding of the Preliminary Engineering, Right of Way, and Utility adjustments work phases is restricted to the combined amount of the total costs for said work phases that are equal to fifteen percent (15%) or less of the total actual costs of Construction for the Project, or fifteen percent (15%) of State funds allocated for the project, whichever is less. All costs for said work phases that in the aggregate exceed fifteen percent (15%) of the total actual costs of Construction for the Project are deemed to be Non-Participating Costs.

3. **Reimbursement Payments.** The Secretary will make partial payments to the County for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing.

ARTICLE III

COUNTY RESPONSIBILITIES:

1. **Legal Authority.** The County agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Design and Specifications.** The County shall be responsible to make or contract to have made Design Plans for the Project. The County shall design the Project or contract to have the Project designed in conformity with the appropriate design criteria for the Project in accordance with the County's established procedures, criteria, and industry standards. Specifically, the County agrees to comply with the technical and other requirements listed in Exhibit A, Structure and Design Requirements, which is attached and incorporated into this Agreement by this reference. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

3. **Letting and Administration.** The County will prepare or contract to have prepared the Design Plans for the Project, Let the contract, and award the Construction contract to the lowest responsible bidder. The County agrees to construct or have constructed the Project in accordance with the final Design Plans; inspect or have inspected the construction; administer the Project; and make the payments due the Contractor, including the portion of cost borne by the Secretary.

4. **Responsibility for Adequacy of Design.** The County shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the County's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the County, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the County.

5. **Authorization of Signatory.** The County shall authorize a duly appointed representative to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

6. **Inspections.** The County will provide the Construction Engineering necessary to determine substantial compliance with the final Design Plans and this Agreement. The County will require at a minimum all personnel, whether County or Consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the County executes an agreement for Construction Engineering, the agreement must contain this requirement as a minimum. The County may set additional clothing requirements for adequate visibility of personnel.

7. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the County will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the County, the County's employees, agents, subcontractors or its consultants. The County shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

8. **Indemnification by Contractors.** The County agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the County defends a third party's claim, the Contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

9. **Financial Obligation.** The County will be responsible for ten percent (10%) of the total actual costs of Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), Construction Engineering, Right of Way, and Utility adjustments, up to \$177,777.78 for the Project. In addition, the County agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$177,777.78. Further, the County agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project that exceed the Secretary's participation, as determined pursuant to Article II, paragraph 2, Funding Limitation. The County shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

10. **Additional Structure Removal.** If the Secretary's share of the Project costs will exceed \$120,000, the County is obligated to permanently close and request NBI removal of the additional structure identified for such removal on the KDOT Project Authorization Form. The County acknowledges that once the additional structure is removed from the NBI, that structure will no longer be eligible to receive state or federal funding.

11. **Reimbursement Requests.** The County shall submit invoices to the Secretary for reimbursement of costs incurred by the County for the Project. Invoices shall be submitted in amounts not less than \$1,000 and no more frequently than once per month. Invoices for reimbursement of costs for Preliminary Engineering, Right of Way, and Utility adjustments, are not eligible for reimbursement prior to the award of the Construction contract to the Contractor.

12. **Audit.** The County will participate and cooperate with the Secretary in an annual audit of the Project. The County shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the County for items considered non-participating, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

13. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the County shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary and all costs incurred by the County not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

14. **Maintenance of Project.** When the Project is completed and final acceptance is issued the County will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the County will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

15. **Cancellation by County.** If the County cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The County

agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project. The County acknowledges and agrees that the County's failure to award the construction contract for the Project **within two (2) years of the Effective Date of this Agreement** will be considered a constructive act of cancellation by the County and the County will be deemed to have cancelled the Project for purposes of this Agreement. In such instance, the County will be subject to the reimbursement requirements set forth in this Article III, paragraph 15.

16. **Final Review**. Upon completion of the Project, the County shall notify Secretary and allow the Secretary or Secretary's designee to participate in a final review of the Project to confirm compliance with the terms of this Agreement. Reviews by the Secretary are not done for the benefit of County or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by County.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Final Plans and Attachments**. The final Design Plans, specifications, special provisions, Construction Contract Proposal (as available), the agreement estimate for Construction Engineering (if applicable), and other Special Attachments are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are made a part of this Agreement.

2. **Compliance with Federal and State Laws**. The County shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.

3. **Civil Rights Act**. The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions**. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

5. **Termination**. If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the County, and their successors in office.

8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

ELLIS COUNTY, KANSAS

COUNTY CLERK (Date)

CHAIRPERSON

(SEAL)

MEMBER

MEMBER

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

BY: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM
(Structure and Design Requirements)

- The County will acquire the services of a professional engineer, licensed in the state of Kansas to perform the design and analysis of the project. All plans shall have the seal and signature of the licensed engineer in charge of their development.
- Minimum of one (1) geology core sample and analysis at each project site.
- Basic Hydraulic Analysis using as a minimum HY-8.
- National Bridge Inventory (NBI) Item 113 Scour Analysis using Rapid Assessment worksheet (provided by KDOT-Bureau of Local Projects) (or equivalent calculations/design).
- Minimum Allowable Stress Design (ASD) foundation design/construction (Modified Engineering News Record (ENR) Formula for Pile Driving).
- Load and Resistance Factor Design (LRFD) HL-93 Superstructure Design.
- Load Factor Rating (LFR) and Load and Resistance Factor Rating (LRFR) Superstructure Load Ratings (including Federal Highway Administration (FHWA) mandated “Special Hauling Vehicles”) using AASHTO Bridge Design and Rating (BrDR) (or compatible) design/rating model.
- Within 90 days of completion of construction a complete inventory inspection, including load ratings and scour analysis, shall be submitted to KDOT’s Bureau of Local Projects.
- The owner is responsible for acquiring permits and clearances needed for the Project.

For longer structures, larger channels, higher volume roads, the “minimum” requirements may not suffice. Standard industry practice and sound engineering judgment in accordance with Kansas State Board of Technical Professions should be exercised at all times throughout the design and analysis phases of the Project.

All plans will bear the seal of a Professional Engineer licensed in Kansas.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

State of Kansas
 Department of Administration
 DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



ELLIS COUNTY HEALTH DEPARTMENT
Phone: 785-628-9440 Fax: 785-628-0804
E-MAIL: butch@elliscountygov.net
601 Main Street
Hays, Kansas 67601



**Monthly Report Narrative
Nov. 2014**

In addition to the various services listed on the Health Department's Report 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 C 2 cases
- Chlamydia 1 case
- Salmonella 1 cases
- West Nile Disease 2 case

Jail:

The Health Administrator continues to help with the jail inmate's medication. The inmate population in November maintained at approximately 50-60 inmates daily. Medications were dispensed to 12 - 15 inmates daily.

KDHE:

Nov. 5 – Ebola Surveillance Webinar joined by department administrator

Nov. 12 – Kansas Baby Behavior Meeting in-service meeting included all staff required by the KDHE WIC Program

Nov. 19 – Ebola table top exercise at FHSU attended by the department administrator

Nov. 20 – KDHE Regional Meeting at Oakley attended by the department office manager

Nov. 24 – KDHE Ebola Preparedness Program at Hays Med attended by the department administrator

Nov. 25 – KDHE statewide conference call joined by the department administrator

Meetings:

Nov. 3 – Catholic Charities representative meeting with the department administrator

Nov. 5 – Employee Policy Manual Committee meeting

Nov. 6 – KanCare Sunflower Insurance training at FHSU attended by the department billing clerk

Nov. 7 – Department Staff Meeting

Nov. 13 – Early Childhood Connection Health Services Board attended by a department nurse

Nov. 7 and 14 the department administrator had one–on-one meetings with the county administrator.

Department Head Meeting:

Department Administrator attended all weekly department head meetings scheduled by the County Administrator.

Clinics:

Community blood pressure clinics during November were conducted at:

Wyndam Place	Hays Plaza
Hays Meal Site	Centennial Towers
Epworth Towers	

Nov. 21 – Community wellness labs were conducted at the health department for the public and county employees

Other:

Department employees celebrated a birthday with a staff pot luck

Department employees utilized 127.5 hours of benefit time in November.

Respectfully Submitted
Butch Schlyer, Health Administrator

Ellis County Health Department

601 Main Street, Suite B, Hays, Kansas 67601

Phone: (785) 628-9440 Fax (785) 628-0804

Date: December 16, 2014

To: Ellis County Commissioners, 1204 Fort Street, Hays, Ks. 67601
 Katrina Hess, MD. 1923 E. 22nd Street, Hays, Ks. 67601

From: Robert "Butch" Schlyer, R.N. Ellis County Health Administrator

Subject: Monthly Health Department Report NOV-14

<u>Services</u>	<u>Services</u>		<u>Revenue Received</u>		<u>Prior Year - 2013</u>	
	<u>Month/Yr to date</u>		<u>Month/Year to Date</u>		<u>Services</u>	<u>Revenue</u>
Allergy Injections	52	601	505.50	6,195.26	709	6,889.98
Basic Health Service Grant				19,898.00		19,830.00
Blood Pressure Screens	12	422			613	
Bob's Boxes	49	883			895	
Client Credit				72.00		58.05
County Wellness Profiles	12	106		133.00	140	543.00
County Wellness PSA's	8	68			70	54.00
CYSHCN Grant			1,021.33	3,423.96		1,445.78
Dental Screenings					6	
Drug Screens		12	125.00	625.00	15	980.00
Ear Exam		4		15.00	3	15.00
Epidemiology Cs Mangement						
Epidemiology Surveillance	6	66			68	
Glucose Screening				8.00		1.31
Head Lice Screening		4		20.00	3	20.00
Hearing/Auditory Screening		1		5.00		
Hemoglobin Screening	1	41	17.31	141.28	35	131.06
Height/Weight Screen		10			1	
Immunizations - Routine	71	706	8,907.94	63,331.65	981	80,641.62
Immunizations - Hepatitis A	2	83	307.62	5,910.13	107	6,020.52
Immunizations - Hepatitis B	5	159	539.26	8,884.65	130	6,497.52
Immunizations - Meningococcal	1	58	210.00	7,574.45	54	1,577.46
Injections - Miscellaneous	16	177	164.00	2,405.60	132	1,152.00
Interest Paid By Insurance Co.				0.08		0.01
Jail Attendance	18	266			307	
Labs - Miscellaneous	7	140	371.63	2,668.86	146	3,299.75
Lead Screening		59	33.97	577.57	54	450.00
Nuisance Complaint					1	
Nuisance Follow-up						
Nutritional Assessments	59	73		365.00	79	560.00
Office Visits						
Other Department Revenue			17.00	740.49		918.00
Other Reimbursements						
Physicals	1	18	150.00	1,140.00	20	1,003.82
Physicals XIX (KBH)		1			6	200.00

Pregnancy Tests	1	13		120.00		11	90.00
Pvt Insurance Overpayment			44.68	192.25			140.87
Refugee Assessment							
Specimen Collection	1	37		255.00		64	562.00
TB Case Management		11				2	
TB Follow-up	5	108				16	
TB Medications	3	47				6	
TB Screens/Readings	54	808	326.43	5,461.22		995	5,436.37
Vision Screens						1	5.00
Vaccinations - Flu	108	1651	26,891.48	35,159.44		1815	34,854.50
Vaccinations - Pneumonia	4	27	90.00	2,367.82		39	2,498.98
Vaccinations - Rabies		10		10,248.88		4	2,170.80
Vaccinations - Travel	6	111	98.22	10,628.87		112	10,170.41
Voter Registrations						5	
Weight Loss Program			70.00	1,123.00			1,573.00
Orientation	0	0					
Follow-up	0	7				20	
Participants	0						
WIC Program			7,015.45	78,052.66			94,991.09
Certifications	57	765				821	
Check Pick-Up	130	1609				1847	
Participants	397						
RD/Nutrition Ed	53	566				770	
Other WIC Transactions	39	396				292	
Totals:	1,178	10,124	46,906.82	267,744.12		11,395	284,782

Dept Clients Served	663	8,333					9059
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Budget Summary

Budget for year 2013 - \$568,732.00

Percentage of year gone - 91.6%

<u>Category</u>	<u>Year-to-Date</u>	<u>% Used</u>
Personnel Services	389,962.00	95.64%
Contractual Services	25,611.00	80.03%
Commodities	94,380.00	73.16%
Capital Outlay	0.00	0.00%
2014 Budget YTD Expenditures	509,953.00	89.66%
2014 Budget YTD Revenues	267,744.00	



Ellis County
Monthly Financial
Report

November 2014



Ellis County Monthly Financial Report

To: County Commission
From: Greg Sund
CC: Order of Business Recipients
Date: 12/22/2014
Re: November 2014 report

Revenues

Vehicle, Recreational Vehicle, 16/20M Vehicle, and Rental Vehicle Tax revenue exceeded the annual budget by the end of November, which provides justification for the increase in estimated revenue in the 2015 budget, but the Mineral Production Tax is off considerably from the amount budgeted. In fact, we had only collected 76.8% of budget for this revenue. Historic averages are used to estimate this revenue. Property taxes received through November seem to be tracking in a normal range of 96.8% of budget. The reason property taxes do not achieve 100% is there are always people delinquent on payment of these taxes. This is illustrated by the fact Penalties and Interest on Property Taxes was at 132.2% of budget at the end of November. Other revenues that were looking good through November were Public Health Service fees which had exceeded budget by \$5,635 or 103.5%. Interest on Investments are also starting to pick up from the lows in the recent years. Through November, interest had exceeded the annual budget by \$10,563. It stood at 128.2% of budget. For the first year in some time, most of our EMS related fees are down for the year through November. Patient fees stood at 77.7% of budget, insurance fees stood at 89.6% of budget, and hospital fees stood at 60.7% of budget. Sales Tax revenue stood at 85.3% of budget at the end of November, but for some reason, we did not book any sales tax in November. Solid Waste revenue is off the amount budgeted quite a bit. It had only achieved 63.7% of budget through November or \$823,804. This compares to 2013 actual revenue of \$1,254,285. While we still have a month left in 2014, it is doubtful we will make up that difference. The key factor affecting revenue to this fund is that Ideal Refuse purchased another solid waste hauler in late 2013 and now hauls all their waste to their own transfer station, which means it is no longer in the County's waste stream.

Expenditures

I have updated all of the General Fund with the adjusted budget amounts from contingency. As the reader can see, with the reallocations reflected in this report, all General Fund budgets are shown as under budget. However it is important to note that several of the reallocations were approved in December. The reallocations of budget made in December were to the following budgets: Coroner, Jail, District Court, and Noxious Weed Control. If one uses a normative allocation of expenditure budget, one would allocate 8.33% of budget to each month. While most of our departmental budgets operate more seasonally than normative, it is important to note that the following budgets had spent more than their normative monthly budget through November which means they had less than 8.33% of budget left at that point: Sheriff (93.3%), Jail (94.2%), Noxious Weed Control (97.3%). An example of a departmental budget that is very normative is County Attorney. This is shown by the fact it had 91.6% of budget left at the end of November.

Greg Sund

Section 1

Accounting Cash Balances

Fund Status Report

Report Selection Criteria: **Selected Fund Type:** ALL **Fiscal Year:** 2014 **Thru Selected Date:** All Dates Within Period Selectio
 Include Encumbrances? NO **From Period:** 1 **Selected Fund :**
 Printed in Alpha by Fund Name? NO **To Period:** 11

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
State Funds (01)					
040 - STATE EDUCATIONAL BUILDING	\$0.00	\$466,324.51	(\$466,324.51)	\$0.00	\$0.00
041 - STATE INSTITUTIONS BUILDING	\$0.00	\$233,162.33	(\$233,162.33)	\$0.00	\$0.00
042 - STATE CORRECTIONAL INSTITION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
108 - STATE GENERAL FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Fund Type Total *	\$0.00	\$699,486.84	(\$699,486.84)	\$0.00	\$0.00
County Budgeted Funds (02)					
001 - COUNTY GENERAL	\$3,111,544.96	\$19,988,679.42	(\$18,739,538.66)	\$0.00	\$4,360,685.72
002 - APPRAISAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
003 - DEBT SERVICE GO BOND	\$492,800.00	\$578,650.00	(\$529,100.00)	\$0.00	\$542,350.00
004 - COURT AGENCY FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
005 - CEMETERY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
006 - CAPITAL IMPROVEMENT RESERV	\$59,503.27	\$74,529.00	(\$3,041.47)	\$0.00	\$130,990.80
007 - BUILDING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
008 - HEALTH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
009 - CONSERVATION DISTRICT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
010 - ECONOMIC DEVELOPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
011 - ELECTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
013 - EMPLOYEE BENEFIT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
014 - EXTENSION COUNCIL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
015 - FAIR	\$7,838.00	\$11,600.00	(\$13,475.00)	\$0.00	\$5,963.00
016 - CAPITAL EQUIPMENT RESERVE	\$3,190,252.37	\$1,032,874.26	(\$1,249,102.49)	\$0.00	\$2,974,024.14
017 - RURAL FIRE	\$182,603.30	\$489,465.34	(\$373,390.12)	\$0.00	\$298,678.52
018 - AMBULANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
019 - HISTORICAL SOCIETY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
020 - COMMUNITY CORR-ADULT	\$232,584.45	\$652,967.34	(\$648,618.71)	\$0.00	\$236,933.08
021 - JUNIOR COLLEGE TUITION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
022 - MENTAL HEALTH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
023 - MENTAL RETARDATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Fund Status Report

Ellis County

Report Selection Criteria: Selected Fund Type: ALL Fiscal Year: 2014 Thru Selected Date: All Dates Within Period Selectio
 Include Encumbrances? NO From Period: 1 Selected Fund :
 Printed in Alpha by Fund Name? NO To Period: 11

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
024 - NOXIOUS WEED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
026 - ROAD & BRIDGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
028 - SOLID WASTE	\$822,964.48	\$830,087.81	(\$1,038,883.95)	\$0.00	\$614,168.34
029 - SPECIAL ALCOHOL PROGRAMS	\$6,191.47	\$5,763.22	(\$4,750.00)	\$0.00	\$7,204.69
030 - SPECIAL BRIDGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
031 - SPECIAL PARKS & RECREATION	\$1,336.24	\$3,285.25	(\$1,052.37)	\$0.00	\$3,569.12
032 - SPECIAL ROAD MACHINERY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
033 - NOXIOUS WEED EQUIPMENT RES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
034 - SOLID WASTE AMORTIZATION	\$101,171.22	\$0.00	(\$8,700.00)	\$0.00	\$92,471.22
035 - REAPPRAISAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
036 - SENIOR CITIZENS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
037 - TAX WAR - BERLIN WHEELER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
038 - JUVENILE INTAKE GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
047 - INTERNAL SERVICE FUND #1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
052 - FAIR OPERATING FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
059 - DRUG ENFORCEMENT UNIT TRUS	\$90,209.20	\$52,477.04	(\$62,182.65)	\$0.00	\$80,503.59
061 - 911 TAX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
075 - ATTORNEY TRUST FUND	\$13,318.14	\$21,060.90	(\$20,000.00)	\$0.00	\$14,379.04
076 - COURT TRUSTEE/CHILD SUPPORT	\$82,848.97	\$33,185.21	(\$42,086.50)	\$0.00	\$73,947.68
078 - SPECIAL HIGHWAY-BRIDGE	\$648,604.32	\$0.00	(\$182,634.38)	\$0.00	\$465,969.94
083 - SHERIFFS COMMISSARY FUND	\$9,545.90	\$17,882.38	(\$19,003.40)	\$0.00	\$8,424.88
089 - ELLIS COUNTY CANINE FUND	\$133.47	\$0.00	\$0.00	\$0.00	\$133.47
096 - MOTOR VEHICLE OPERATING	\$13,655.61	\$233,151.00	(\$214,449.32)	\$0.00	\$32,357.29
098 - CLOSURE & POST-CLOSURE TRU	\$153,333.00	\$0.00	\$0.00	\$0.00	\$153,333.00
101 - SHERIFF DRUG GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
104 - DRUG FORFEITURE FUND	\$12,059.53	\$5.34	(\$4,011.84)	\$0.00	\$8,053.03
110 - DRUG ENFORCEMENT TRUST II	\$10,147.00	\$62,340.16	(\$40,796.00)	\$0.00	\$31,691.16
111 - CELLULAR 911 TAX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
114 - CONCEALED GUN APPLICATION	\$26,566.00	\$3,639.50	(\$606.99)	\$0.00	\$29,598.51

Fund Status Report

Ellis County

Report Selection Criteria: Selected Fund Type: ALL Fiscal Year: 2014 Thru Selected Date: All Dates Within Period Selectio
 Include Encumbrances? NO From Period: 1 Selected Fund :
 Printed in Alpha by Fund Name? NO To Period: 11

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
120 - COMMUNITY CORR-PAROLE	\$76,015.21	\$140,022.05	(\$128,169.82)	\$0.00	\$87,867.44
121 - COMM CORR-BYRNE GRANT	(\$22,489.50)	\$84,740.32	(\$71,146.68)	\$0.00	(\$8,895.86)
122 - COMM CORR-DOMESTIC V GRANT	(\$9,269.34)	\$40,857.00	(\$38,007.66)	\$0.00	(\$6,420.00)
124 - COMM CORR-MENTOR GRANT	(\$6,770.66)	\$50,024.59	(\$47,526.66)	\$0.00	(\$4,272.73)
125 - Next Generation 911	\$221,532.69	\$177,230.83	\$0.00	\$0.00	\$398,763.52
130 - CONSTRUCTION HWY 40 PROJEC	\$4,514,947.65	\$0.00	(\$2,650,388.75)	\$0.00	\$1,864,558.90
* Fund Type Total *	\$14,043,176.95	\$24,584,517.96	(\$26,130,663.42)	\$0.00	\$12,497,031.49
Non-Budgeted Funds (03)					
012 - MUNJOR GRANT	\$0.00	\$3,887.16	(\$3,887.16)	\$0.00	\$0.00
025 - PROSECUTING ATTORNEYS TRUS	\$1,102.54	\$4,536.00	(\$3,645.50)	\$0.00	\$1,993.04
027 - SPECIAL FIRE MACHINERY	\$32,265.34	\$0.00	(\$31,950.54)	\$0.00	\$314.80
039 - LAW BLOCK GRANT FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
044 - ADVANCE ESCROW	\$352,529.85	\$493,920.69	(\$41,688.32)	\$0.00	\$804,762.22
045 - PARTIAL DELINQUENT R TAX	\$83,523.74	\$33,803.34	(\$50.00)	\$0.00	\$117,277.08
046 - STATE SET-OFF PROGRAM	\$291.85	\$89.15	(\$381.00)	\$0.00	\$0.00
048 - BIG CREEK IMP DIST-SEWER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
049 - BIG CREEK IMPROVEMENT DISTRI	\$21,813.77	\$0.00	(\$10,000.00)	\$0.00	\$11,813.77
051 - BIG CREEK IMP DIST-DISPOSAL	\$10,623.80	\$131,853.74	(\$128,794.91)	\$0.00	\$13,682.63
053 - MUNJOR IMPROVEMENT DISTRIC	\$708.13	\$468.36	(\$1,057.17)	\$0.00	\$119.32
054 - PRAIRIE ACRES IMPROVEMENT	\$14,462.62	\$7,060.02	(\$7,883.77)	\$0.00	\$13,638.87
055 - PRAIRIE ACRES IMP-DISPOSAL	\$27,856.72	\$17,325.00	(\$10,267.88)	\$0.00	\$34,913.84
056 - PRAIRIE ACRES IMP-SEWER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
057 - CAR SEAT HEALTH GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
058 - RISK MANAGEMENT RESERVE	\$517,100.43	\$0.00	\$0.00	\$0.00	\$517,100.43
062 - PARTIAL DELINQUENT P TAX	\$97,332.52	\$2,093.47	(\$262.94)	\$0.00	\$99,163.05
063 - CENTRAL KANSAS LIBRARY - GEN	\$0.00	\$386,912.96	(\$386,912.96)	\$0.00	\$0.00
064 - CENTRAL KS LIB.-EMP. BEN.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
066 - FAIRPORT CEMETERY DISTRICT	\$0.00	\$560.65	(\$560.65)	\$0.00	\$0.00
067 - GORHAM FIRE DISTRICT #1	\$0.00	\$41,314.51	(\$41,314.51)	\$0.00	\$0.00

Fund Status Report

Ellis County

Report Selection Criteria: Selected Fund Type: ALL Fiscal Year: 2014 Thru Selected Date: All Dates Within Period Selectio
 Include Encumbrances? NO From Period: 1 Selected Fund :
 Printed in Alpha by Fund Name? NO To Period: 11

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
072 - SPECIAL STRAY	\$0.00	\$1,984.63	(\$562.10)	\$0.00	\$1,422.53
079 - FEDERAL HEALTH FUND-REIMB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
082 - CASH LONG-SHORT PFEIFER	\$113.15	\$54,405.98	(\$54,491.00)	\$0.00	\$28.13
084 - TAX - STATE DEFICIENCY	\$198.79	\$0.00	\$0.00	\$0.00	\$198.79
085 - DEPOSITS ON ESTATES	\$1,328.91	\$0.00	\$0.00	\$0.00	\$1,328.91
087 - FORECLOSURES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
088 - GAME LICENSES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
091 - MOTOR VEHICLE FEES	\$8,332.74	\$2,470,858.36	(\$2,465,124.42)	\$0.00	\$14,066.68
092 - PARK PERMITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
093 - REFUNDING WARRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
094 - RETURNED CHECKS	(\$833.32)	\$13,013.41	(\$13,262.48)	\$0.00	(\$1,082.39)
097 - ESCROW FUND TAG DEPT	\$214.00	(\$56.50)	\$0.00	\$0.00	\$157.50
102 - BIG CREEK IMP-REPLACEMENT	\$111,554.00	\$0.00	(\$25,000.00)	\$0.00	\$86,554.00
103 - REVITALIZATION PROGRAM	\$1,450.00	\$100.00	\$0.00	\$0.00	\$1,550.00
105 - FAIR RENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
106 - R.O.D. TECHNOLOGY FUND	\$81,337.76	\$37,248.00	(\$46,901.28)	\$0.00	\$71,684.48
107 - REVITALIZATION REFUNDS	\$323.42	\$59,785.62	(\$25,919.04)	\$0.00	\$34,190.00
109 - MUNJOR IMP.OPERATING FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
112 - CELLULAR 911 GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
113 - TRANSIENT MERCHANT BOND	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00
115 - NWKS HOMELAND SECURITY	\$6,556.50	\$0.00	\$0.00	\$0.00	\$6,556.50
116 - SPECIAL BRIDGE GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
118 - DEBIT CARD FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
119 - PRAIRIE ACRES-DEP. RESERV	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
123 - KS CHILD SERVICE LEAGUE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126 - GRANTS WITH PROJECT CODE	\$110.13	\$15,905.20	(\$5,635.57)	\$0.00	\$10,379.76
127 - OIL & GAS DEPLETION TRUST	\$1,941,889.14	\$1,166,367.87	\$0.00	\$0.00	\$3,108,257.01
560 - ELLIS COUNTY-SPEC ASSESS	\$926.87	\$0.00	\$0.00	\$0.00	\$926.87
* Fund Type Total *	\$3,333,163.40	\$4,943,437.62	(\$3,305,553.20)	\$0.00	\$4,971,047.82

Fund Status Report

Ellis County

Report Selection Criteria: Selected Fund Type: ALL Fiscal Year: 2014 Thru Selected Date: All Dates Within Period Selectio
 Include Encumbrances? NO From Period: 1 Selected Fund :
 Printed in Alpha by Fund Name? NO To Period: 11

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
Tax Funds (04)					
043 - HOMESTEAD CREDIT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
065 - TAX 2012	\$27,046,188.81	\$16,543,529.37	(\$43,560,783.65)	\$0.00	\$28,934.53
068 - TAX - VEHICLE	\$818,843.62	\$3,415,219.12	(\$3,628,014.39)	\$0.00	\$606,048.35
069 - TAX 2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
071 - TAX - RENTAL VEHICLE EXCISE	\$21,289.82	\$46,390.93	(\$46,102.36)	\$0.00	\$21,578.39
073 - TAX - DELINQUENT R TAX	\$260,294.85	\$310,817.07	(\$384,945.34)	\$0.00	\$186,166.58
074 - TAX - DELINQUENT P TAX	\$207,829.93	\$204,620.56	(\$293,355.21)	\$0.00	\$119,095.28
077 - TAX - HELD - PREVIOUS YEAR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
081 - TAX - ADVANCE	\$0.44	\$0.00	\$0.00	\$0.00	\$0.44
086 - TAX - ESCAPED	\$2,368.02	\$0.00	\$0.00	\$0.00	\$2,368.02
090 - TAX - LOCAL AD VALOREM	\$0.51	\$0.00	\$0.00	\$0.00	\$0.51
095 - TAX - STATE SALES	\$90,464.21	\$1,208,701.40	(\$1,233,303.61)	\$0.00	\$65,862.00
099 - TAX - MINERAL	\$91,405.36	\$235,865.44	(\$327,270.80)	\$0.00	\$0.00
117 - M/E TAX REDUCTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
129 - COUNTY SALES TAX	\$291,309.32	\$2,912,271.16	(\$1,973,845.95)	\$0.00	\$1,229,734.53
* Fund Type Total *	\$28,829,994.89	\$24,877,415.05	(\$51,447,621.31)	\$0.00	\$2,259,788.63
City Funds (50)					
500 - ELLIS CITY - GENERAL	\$0.00	\$877,709.35	(\$877,709.35)	\$0.00	\$0.00
501 - ELLIS CITY - EMPLOYEE BEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
502 - ELLIS CITY - LIBRARY	\$0.00	\$53,004.42	(\$53,004.42)	\$0.00	\$0.00
503 - ELLIS CITY - INDUSTRIAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
504 - ELLIS CITY - BOND & INTEREST	\$0.00	\$5,753.66	(\$5,753.66)	\$0.00	\$0.00
505 - ELLIS CITY - SPECIAL ASSESS	\$250.00	\$250.00	(\$500.00)	\$0.00	\$0.00
506 - ELLIS CITY - NO FUND WARRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
507 - ELLIS CITY - FIRE EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508 - ELLIS CITY - SPECIAL LIABILITY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509 - ELLIS CITY - NOXIOUS WEED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510 - ELLIS CITY - LIBRARY EMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Fund Status Report

Report Selection Criteria: Selected Fund Type: ALL Fiscal Year: 2014 Thru Selected Date: All Dates Within Period Selectio
 Include Encumbrances? NO From Period: 1 Selected Fund :
 Printed in Alpha by Fund Name? NO To Period: 11

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
511 - ELLIS CITY - TIF DIST	\$0.00	\$700,934.15	(\$700,934.15)	\$0.00	\$0.00
520 - HAYS CITY - GENERAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
521 - HAYS CITY - AIRPORT	\$0.00	\$226,531.59	(\$226,531.59)	\$0.00	\$0.00
522 - HAYS CITY - BOND & INTEREST	\$0.00	\$922,566.07	(\$922,566.07)	\$0.00	\$0.00
523 - HAYS CITY - EMPLOYEE BENEFIT	\$0.00	\$2,596,328.48	(\$2,596,328.48)	\$0.00	\$0.00
524 - HAYS CITY - SAFETY EQUIPMENT	\$0.00	\$452,860.61	(\$452,860.61)	\$0.00	\$0.00
525 - HAYS CITY - SPECIAL LIABILITY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
526 - HAYS CITY - LIBRARY	\$0.00	\$1,269,749.35	(\$1,269,749.35)	\$0.00	\$0.00
527 - HAYS CITY - LIBRARY EMP	\$0.00	\$192,176.00	(\$192,176.00)	\$0.00	\$0.00
528 - HAYS CITY - SPECIAL ASSESS	\$276,333.23	\$205,967.15	(\$482,300.38)	\$0.00	\$0.00
529 - HAYS CITY - LIB NO FUND WARR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
530 - HAYS CITY - CEMETERY LAND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
540 - SCHOENCHEN CITY - GENERAL	\$0.00	\$7,767.01	(\$7,767.01)	\$0.00	\$0.00
541 - SCHOENCHEN CITY - BOND & INT	\$0.00	\$20,452.67	(\$20,452.67)	\$0.00	\$0.00
542 - SCHOENCHEN CITY - SPEC ASSES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
550 - VICTORIA CITY - GENERAL	\$0.00	\$293,858.85	(\$293,858.85)	\$0.00	\$0.00
551 - VICTORIA CITY - EMPLOYEE	\$0.00	\$103,337.96	(\$103,337.96)	\$0.00	\$0.00
552 - VICTORIA CITY - BOND & INT	\$0.00	\$37,062.70	(\$37,062.70)	\$0.00	\$0.00
553 - VICTORIA CITY - SPECIAL ASSESS	\$5,392.11	\$5,182.85	(\$10,574.96)	\$0.00	\$0.00
554 - VICTORIA KNIGHTS ADD RHID	\$0.00	\$17,539.53	(\$17,539.53)	\$0.00	\$0.00
* Fund Type Total *	\$281,975.34	\$7,989,032.40	(\$8,271,007.74)	\$0.00	\$0.00
Township Funds (60)					
610 - BIG CREEK TOWNSHIP - GENL	\$0.00	\$2,267.36	(\$2,267.36)	\$0.00	\$0.00
620 - FREEDOM TOWNSHIP - GENL	\$0.00	\$439.33	(\$439.33)	\$0.00	\$0.00
630 - HERZOG TOWNSHIP - GENL	\$0.00	\$344.84	(\$344.84)	\$0.00	\$0.00
635 - HERZOG TWP (VICTORIA)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
640 - LOOKOUT TOWNSHIP - GENL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
650 - VICTORIA TOWNSHIP - GENL	\$0.00	\$737.87	(\$737.87)	\$0.00	\$0.00
660 - WHEATLAND TOWNSHIP - GENL	\$0.00	\$800.88	(\$800.88)	\$0.00	\$0.00

Fund Status Report

Report Selection Criteria: **Selected Fund Type:** ALL **Fiscal Year:** 2014 **Thru Selected Date:** All Dates Within Period Selectio
 Include Encumbrances? NO **From Period:** 1 **Selected Fund :**
 Printed in Alpha by Fund Name? NO **To Period:** 11

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
670 - BUCKEYE TOWNSHIP - GENL	\$0.00	\$7,759.83	(\$7,759.83)	\$0.00	\$0.00
680 - CATHERINE TOWNSHIP - GENL	\$12.96	\$0.00	(\$6.24)	\$0.00	\$6.72
690 - ELLIS TOWNSHIP - GENL	\$0.00	\$499.10	(\$499.10)	\$0.00	\$0.00
* Fund Type Total *	\$12.96	\$12,849.21	(\$12,855.45)	\$0.00	\$6.72
School Funds (70)					
711 - SCHOOL #269 - GENL	\$0.00	\$91,063.12	(\$91,063.12)	\$0.00	\$0.00
712 - SCHOOL #269 - CAPITAL OUT	\$0.00	\$34,668.58	(\$34,668.58)	\$0.00	\$0.00
713 - SCHOOL #269 - TECHNOLOGY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
714 - SCHOOL #269 -SUPPLEMENTAL G	\$0.00	\$37,040.94	(\$37,040.94)	\$0.00	\$0.00
715 - SCHOOL #269 - RECREATION	\$0.00	\$4,333.57	(\$4,333.57)	\$0.00	\$0.00
721 - SCHOOL #270 - GENERAL	(\$3,093.21)	\$765,982.03	(\$762,888.82)	\$0.00	\$0.00
722 - SCHOOL #270 - CAPITAL OUT	(\$6,360.88)	\$288,753.68	(\$282,392.80)	\$0.00	\$0.00
723 - SCHOOL #270 - RECREATION	(\$1,596.03)	\$70,293.28	(\$68,697.25)	\$0.00	\$0.00
724 - SCHOOL #270 -SUPPLEMENTAL G	(\$12,085.87)	\$496,879.99	(\$484,794.12)	\$0.00	\$0.00
725 - SCHOOL #270 - BOND & INTEREST	(\$3,188.61)	\$130,711.09	(\$127,522.48)	\$0.00	\$0.00
731 - SCHOOL #388 - GENERAL	\$0.00	\$637,754.26	(\$637,754.26)	\$0.00	\$0.00
732 - SCHOOL #388 - CAPITAL OUT	\$0.00	\$282,976.74	(\$282,976.74)	\$0.00	\$0.00
733 - SCHOOL #388 - RECREATION	\$0.00	\$141,513.67	(\$141,513.67)	\$0.00	\$0.00
734 - SCHOOL #388 - REC EMP BEN	\$0.00	\$18,647.50	(\$18,647.50)	\$0.00	\$0.00
735 - SCHOOL #388 - BOND & INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
736 - SCHOOL #388 -SUPPLEMENTAL G	\$0.00	\$798,891.55	(\$798,891.55)	\$0.00	\$0.00
741 - SCHOOL #395 - GENERAL	\$0.00	\$11,924.08	(\$11,924.08)	\$0.00	\$0.00
742 - SCHOOL #395 - CAPITAL OUT	\$0.00	\$2,419.59	(\$2,419.59)	\$0.00	\$0.00
743 - SCHOOL #395 -SUPPLEMENTAL G	\$0.00	\$13,637.90	(\$13,637.90)	\$0.00	\$0.00
751 - SCHOOL #399 - GENERAL	\$0.00	\$90,072.14	(\$90,072.14)	\$0.00	\$0.00
752 - SCHOOL #399 - CAPITAL OUT	\$0.00	\$34,942.39	(\$34,961.04)	\$0.00	(\$18.65)
753 - SCHOOL #399 - TECHNOLOGY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
754 - SCHOOL #399 -SUPPLEMENTAL G	\$0.00	\$69,130.15	(\$69,164.69)	\$0.00	(\$34.54)
761 - SCHOOL #403 - GENERAL	\$0.00	\$12,127.07	(\$12,127.07)	\$0.00	\$0.00

Fund Status Report

Report Selection Criteria: **Selected Fund Type:** ALL **Fiscal Year:** 2014 **Thru Selected Date:** All Dates Within Period Selectio
 Include Encumbrances? NO **From Period:** 1 **Selected Fund :**
 Printed in Alpha by Fund Name? NO **To Period:** 11

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
762 - SCHOOL #403 -SUPPLEMENTAL G	\$0.00	\$8,437.29	(\$8,437.29)	\$0.00	\$0.00
763 - SCHOOL #403 - CAPITAL OUT	\$0.00	\$1,459.60	(\$1,459.60)	\$0.00	\$0.00
771 - SCHOOL #407 - GENERAL	\$0.00	\$49,356.32	(\$49,356.32)	\$0.00	\$0.00
772 - SCHOOL #407 - CAPITAL OUT	\$0.00	\$18,590.39	(\$18,590.39)	\$0.00	\$0.00
773 - SCHOOL #407 -SUPPLEMENTAL G	\$0.00	\$47,390.46	(\$47,390.46)	\$0.00	\$0.00
781 - SCHOOL #432 - GENERAL	\$0.00	\$813,502.84	(\$813,502.84)	\$0.00	\$0.00
782 - SCHOOL #432 - RECREATION	\$0.00	\$43,780.99	(\$43,780.99)	\$0.00	\$0.00
783 - SCHOOL #432 - CAPITAL OUT	\$0.00	\$350,278.40	(\$350,278.40)	\$0.00	\$0.00
784 - SCHOOL #432 -SUPPLEMENTAL G	\$0.00	\$723,681.90	(\$723,681.90)	\$0.00	\$0.00
785 - SCHOOL #432 - BOND & INTEREST	\$0.00	\$446,734.40	(\$446,734.40)	\$0.00	\$0.00
791 - SCHOOL #489 - GENERAL	\$0.00	\$5,738,846.33	(\$5,738,846.33)	\$0.00	\$0.00
792 - SCHOOL #489 - CAPITAL OUT	\$0.00	\$2,699,071.78	(\$2,699,071.78)	\$0.00	\$0.00
793 - SCHOOL #489 - SPECIAL ASSESS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
794 - SCHOOL #489 - RECREATION	\$0.00	\$1,012,261.99	(\$1,012,261.99)	\$0.00	\$0.00
795 - SCHOOL #489 - REC EMP BEN	\$0.00	\$249,919.81	(\$249,919.81)	\$0.00	\$0.00
796 - SCHOOL #489 - BOND & INTEREST	\$0.00	\$421.50	(\$421.50)	\$0.00	\$0.00
797 - SCHOOL #489 -SUPPLEMENTAL G	\$0.00	\$5,660,464.21	(\$5,660,464.21)	\$0.00	\$0.00
798 - SCHOOL #489 NO BOND- GENL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
799 - SCHOOL #489 NO BOND-CAP OUT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800 - SCHOOL #489 NO BOND-SUPP GE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
801 - SCHOOL #489 NO BOND- REC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
802 - SCHOOL #489 NO BOND REC EMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
803 - SCH #489 NO FUND WARRANTS	\$0.00	\$69,314.46	(\$69,314.46)	\$0.00	\$0.00
804 - SCH #489 DECLINING ENROLL	\$0.00	\$490,952.06	(\$490,952.06)	\$0.00	\$0.00
* Fund Type Total *	(\$26,324.60)	\$22,458,228.05	(\$22,431,956.64)	\$0.00	(\$53.19)
* Report Total *	\$46,461,998.94	\$85,564,967.13	(\$112,299,144.60)	\$0.00	\$19,727,821.47

Section 2

Cash Balances in Banks/Investments

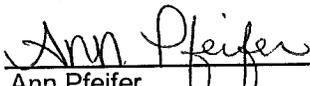
Ideal Funds Report pursuant to KSA 12-1677(b)

Statement of Money in Banks/Investments
Ellis County, Kansas

Investment	Amount 11/30/2014
Cash in Banks:	\$ 15,310,158.15
Certificate of Deposit:	\$ 2,800,000.00
CDARS:	
Drug Fund Investment:	\$ 8,053.03
Municipal Investment Pool:	\$ 1,476,111.90
Petty Cash:	\$ 3,200.00
Access Ks Card	\$ 2,410.41
KANPAY	\$ 5,117.64
KANPAY	\$ 4,033.16
Deposit in Transit:	\$ 118,737.18
Total	\$ 19,727,821.47

Please put this information in the commission meeting packet for the board of county commissioners.

Respectfully Submitted,


Ann Pfeifer
Ellis County Treasurer

12-11-14
Date

Section 3

Revenue Budget Report

MONTHLY REVENUE REPORT

Ellis County, Kansas

Fund/Department		2014 Budget	November 2014	Year to Date	Budget Less Actual	Percent Collected
General Fund						
001-00-0107	Escape Tax	2,500	-	-	2,500	0.0%
001-00-0108	Vehicle Tax	926,656	-	1,221,203	(294,547)	131.8%
001-00-0112	Rental Vehicle	12,500	-	17,508	(5,008)	140.1%
001-00-0113	Mineral Production Tax	213,000	-	163,635	49,365	76.8%
001-00-0117	State Set-off Reimbursement		-	(33)	33	
001-00-0128	Recreational Vehicle Tax	17,125	-	23,809	(6,684)	139.0%
001-00-0129	16/20M Vehicle Tax	33,619	-	48,214	(14,595)	143.4%
001-00-0136	Commercial Vehicle		-	139,263	(139,263)	
001-00-0140	Ad Valorem Tax - Real Estate	14,517,904	-	9,747,438	4,770,466	96.8%
001-00-0144	Ad Valorem Tax - Personal	-	-	414,187	(414,187)	
001-00-0146	Ad Valorem Tax - Oil & Gas	-	-	3,886,427	(3,886,427)	
001-00-0199	Penalties and Interest on Taxes	62,500	7,692	82,661	(20,161)	132.3%
001-00-0212	Delinquent Tax - Real Estate	250,000	-	102,665	147,335	83.6%
001-00-0214	Delinquent Tax - Pers Property	-	-	38,689	(38,689)	
001-00-0217	Delinquent Tax - Oil & Gas	-	-	67,771	(67,771)	
001-00-0240	Motor Vehicle Registration	-	-	-	-	
001-00-0331	Special City & County Highway Rev	849,895	-	888,010	(38,115)	104.5%
001-00-0333	Liquor Alcoholic Liquor Tax	4,750	-	-	4,750	0.0%
001-00-0430	Road & Bridge Fees	-	-	-	-	0.0%
001-00-0499	Photocopies	-	538	10,818	(10,818)	0.0%
001-00-0532	Lease Revenue	109,600	10,429	102,867	6,733	93.9%
001-00-0541	Fees Collected	-	-	1	(1)	
001-00-0732	Revitalization Fees	6,000	-	-	6,000	0.0%
001-00-0754	Tax Warrant Fees	-	-	-	-	
001-00-0759	Other Miscellaneous Receipts	-	118	30,785	(30,785)	
001-00-0791	Voided Checks	-	-	-	-	
001-00-08&09	Refunds/Disbursements	-	(179)	(75,054)	75,054	
001-01-0490	Other Reimbursed Expense	-	-	-	-	
001-03-0350	Auto Special	9,000	-	18,349	(9,349)	203.9%
001-04-0402	Employee Incentives Reimbursements	-	448	2,240	(2,240)	
001-04-0613	Juvenile Supervision/ Probation Fees	150	-	4	146	2.7%
001-05-0762	Antique Car Fees	5,500	465	6,205	(705)	112.8%
001-07-0220	Cereal Malt Beverage Licenses	-	30	90	(90)	
001-07-0221	Private Club Licenses	-	200	630	(630)	
001-07-0222	Cereal Malt Revenue Stamps	-	25	100	(100)	
001-07-0251	Moving Permits	-	-	45	(45)	
001-07-0290	Other Licenses and Permits	-	25	525	(525)	
001-07-0493	Postage	-	-	1	(1)	
001-07-0494	Supplies	-	-	5	(5)	
001-07-0521	Sale of Lists	-	-	-	-	
001-07-0543	Parking Sticker Sales	-	-	2	(2)	
001-07-0552	Passport Fees	18,500	1,150	16,925	1,575	91.5%
001-07-0710	Election Filing Fees	-	-	30	(30)	
001-07-0759	Clerk - Other	6,000	-	1	6,000	0.0%
001-10-0759	Coroner Fees	-	-	2,716	(2,716)	
001-11-0461	Courts - Criminal	-	-	14,110	(14,110)	
001-11-0462	Courts - Juvenile	-	-	1,300	(1,300)	

	2014	November	Year to	Budget Less	Percent	
Fund/Department	Budget	2014	Date	Actual	Collected	
001-11-0466	Courts - Witness Fee	-	-	-	-	
001-11-0493	Postage	-	-	230	(230)	
001-11-0494	Supplies	-	-	13,163	(13,163)	
001-11-0612	Fingerprint Fee	-	-	-	-	
001-11-0613	Juvenile Supervision Fees	-	-	-	-	
001-11-0753	District Court Fees	13,000	-	12,120	880	93.2%
001-13-0490	Other Reimbursed Expense	-	-	157	(157)	
001-13-0521	I.T. - Sale of Lists	50	-	-	50	
001-15-0490	Other Reimbursed Fees	-	-	-	-	
001-15-0759	Other Miscellaneous Receipts	-	-	-	-	
001-17-0340	Health Federal/State Grants	1,500	1,021	1,629	(129)	108.6%
001-17-0483	WIC Reimbursements	10,500	-	-	10,500	0.0%
001-17-0548	State Set-off Reimbursement	-	-	-	-	
001-17-0591	Health Service Fees	160,000	38,853	165,635	(5,635)	103.5%
001-17-0592	Health State Formula Grant	19,800	-	21,693	(1,893)	109.6%
001-17-0594	Health Other Revenue	1,000	17	734	266	
001-17-0596	WIC Grant - Health	85,000	7,015	78,053	6,947	91.8%
001-17-0790	Transfer from Another Cou	-	-	-	-	
001-18-0490	Other Reimbursed Expense	-	-	-	-	
001-19-0467	Labor, Equip, Material	-	-	-	-	
001-19-0759	Road & Bridge Service Fees	20,000	3,910	14,657	5,343	73.3%
001-20-0490	Other Reimbursed Expense	-	-	-	-	
001-20-0770	Register of Deeds Reception Fees	80,000	4,396	61,974	18,026	77.5%
001-20-0773	Mortgage Registration	355,000	17,221	301,129	53,871	
001-20-0774	Mortgage Regis - Rec'd for O	-	-	1,830	(1,830)	
001-20-0775	Heritage Trust Fund Fees	-	689	12,045	(12,045)	
001-22-0487	Civil Process Fees	12,000	1,610	20,121	(8,121)	167.7%
001-22-0490	Other Reimbursed Expense	-	-	-	-	
001-22-0547	Phone Commission - Sheriff	-	335	7,067	(7,067)	
001-22-0611	Inmate Work Release Fee	-	-	320	(320)	
001-22-0612	Sheriff Fingerprint Fee	16,000	-	13,651	2,349	85.3%
001-22-0759	Sheriff Other Fees	9,500	50	4,482	5,018	47.2%
001-24-0490	Other Reimbursed Expense	-	-	210	(210)	
001-24-0493	Postage	-	-	-	-	
001-24-0740	Interest on Investments	37,500	2,620	48,063	(10,563)	128.2%
001-24-0750	Courts-Tax Warrants	1,500	-	-	1,500	
001-24-0759	Treasurer - Other	11,000	-	-	11,000	0.0%
001-24-0760	Returned Check Fees	700	50	1,150	(450)	
001-24-0773	Mortgage Registrations	-	48,514	83,116	(83,116)	
001-24-0775	Hertiage Trust Fund Fees	-	1,940	3,325	(3,325)	
001-25-0132	Tax-State Sales	-	-	2	(2)	
001-25-0451	Herbicide Sales	540,750	-	540,750	-	100.0%
001-25-0452	Weed Control Other	3,000	515	6,378	(3,378)	212.6%
001-29-0759	Other Miscellaneous Receipts	-	-	-	-	
001-32-0541	Environmental/P&Z Fees	2,000	100	2,429	(429)	121.4%
001-33-0490	Other Reimbursed Expense	-	-	-	-	
001-33-0541	EMS Fees	7,500	2,500	11,025	(3,525)	147.0%
001-33-0544	EMS Patient Fees	92,000	4,207	71,492	20,508	77.7%
001-33-0545	EMS Insurance Fees	850,000	53,952	761,585	88,415	89.6%
001-33-0546	EMS Hospital Fees	20,000	228	12,132	7,869	60.7%

Fund/Department		2014 Budget	November 2014	Year to Date	Budget Less Actual	Percent Collected
001-33-0548	EMS - State Set-off Reimb	30,000	1,033	30,369	(369)	101.2%
001-47-0521	Sale of Lists	-	21	62	(62)	
001-47-0710	Election Filing Fees	-	-	419	(419)	
001-47-0712	State Filing Fee	-	-	-	-	
001-50-0564	P&Z Fees	-	50	640	(640)	
001-53-0542	Pop Machine Receipts	-	-	237	(237)	
001-22-0480	Prisoner Care	-	-	840	(840)	
001-54-0547	Phone Commission - Jail	8,000	-	-	8,000	
001-54-0611	Inmate Work Release Fee	-	-	2,440	(2,440)	
001-54-0759	Other Miscellaneous Receipts	-	-	873	(873)	
001-55-0759	Other Miscellaneous Receipts	-	-	-	-	
001-56-0490	Other Reimbursed Expense	-	-	8	(8)	
001-56-0531	Fair - Rent of Buildings	56,000	6,650	43,766	12,234	78.2%
001-56-0541	Fair - Fees	17,400	-	-	17,400	0.0%
001-56-0545	Insurance Fees	-	-	3,325	(3,325)	
001-56-0790	Transfer from Another Cou	-	-	-	-	
001-98-0147	Rev Dist. - Revitalization	-	-	-	-	
001-99-0333	Liquor Control Tax Distribution	-	-	-	-	
001-99-0370	Proceeds of Bonds	-	-	-	-	
001-99-0373	Reoffering Premium	-	-	-	-	
001-99-0759	Miscellaneous	-	-	-	-	
001-99-0790	Transfer From Another Fund	-	-	-	-	
001-99-0791	Voided Checks	-	-	-	-	
	Total General Fund Receipts	<u>19,505,899</u>	<u>218,439</u>	<u>19,329,466</u>	<u>176,433</u>	99.1%
Special Revenue Funds						
029	Special Alcohol	4,750	-	5,763	(1,013)	121.3%
031	Special Parks & Recreation	4,750	-	3,285	1,465	69.2%
125	Next Gen 911 Fund	200,000	13,355	177,181	22,819	88.6%
129	Sales Tax Fund	3,385,000	171	2,887,561	497,439	85.3%
Debt Service Funds						
003	2013 GO Bond	529,100	-	578,650	(49,550)	109.4%
Construction Funds						
078	Special Road/Bridge	-	-	-	-	
Enterprise Funds						
028	23 Solid Waste	1,278,000	77,187	814,651	463,349	63.7%
028	34 Household Hazardous Waste	-	-	9,153	(9,153)	
Special Districts						
017	Rural Fire District #1	463,507	87	459,123	4,384	99.1%

Section 4
Expenditure/Expense
Budget Report

MONTHLY EXPENDITURES/EXPENSES REPORT
Ellis County, Kansas

Fund/Department	2014 Budget	November 2014	Year to Date	Budget Remaining	Percent Used
General Fund					
00 No Department		-	3,315	(3,315)	
4 Commission	214,943	13,233	190,065	24,878	88.4%
18 Administrator	294,226	21,066	228,343	65,883	77.6%
7 Clerk	314,818	27,838	270,988	43,830	86.1%
47 Election	98,067	13,901	79,094	18,973	80.7%
24 Treasurer	598,974	53,776	509,762	89,212	85.1%
1 Appraiser	668,432	58,841	531,470	136,962	79.5%
10 Coroner	78,390	6,272	66,529	11,861	84.9%
53 Buildings & Grounds	655,513	39,012	598,535	56,978	91.3%
13 Information Technology	549,221	44,561	425,004	124,217	77.4%
20 Register of Deeds	192,486	15,606	154,243	38,243	80.1%
55 Communications Center	125,000	10,987	101,158	23,842	80.9%
22 Sheriff	1,767,709	187,268	1,649,998	117,712	93.3%
54 Jail	1,006,077	100,344	947,243	58,834	94.2%
33 Emergency Medical Services	2,689,795	230,491	2,293,866	395,929	85.3%
15 Emergency Management	105,950	8,480	83,276	22,674	78.6%
2 Attorney	762,456	74,968	698,132	64,324	91.6%
11 District Court	301,400	22,632	254,158	47,242	84.3%
19 Road & Bridge	4,877,852	446,887	4,176,303	701,549	85.6%
25 Noxious Weed Control	892,706	9,059	868,417	24,289	97.3%
32 Environmental Services	179,386	16,156	124,171	55,215	69.2%
50 Planning & Zoning	4,407	225	1,391	3,016	31.6%
17 Public Health	568,732	58,170	509,953	58,779	89.7%
56 Fair	178,911	8,848	145,601	33,310	81.4%
97 Contingencies, Transfers Out, Subsidies	4,649,231	32,883	2,884,280	1,764,951	62.0%
98 Neighborhood Revitalization	22,641	-	-	22,641	0.0%
Treasurer's Disbursements/Refunds	-	-	-	-	
Total General Fund	21,797,323	1,501,505	17,795,294	4,002,029	81.6%
Special Revenue Funds					
029 Special Alcohol	4,750	-	4,750	-	100.0%
031 Special Parks & Recreation	4,750	-	1,052	3,698	22.2%
125 New Generation 911 Fund	200,000	-	-	200,000	0.0%
129 Sales Tax	3,385,000	337	1,811,220	1,573,780	53.5%
Debt Service Funds					
003 2013 GO Bond	529,100	-	479,550	49,550	90.6%
Enterprise Funds					
028 23 Solid Waste	1,871,749	78,520	968,471	903,278	51.7%
028 27 Household Hazardous Waste	34,460	946	12,064	22,396	35.0%
034 Solid Waste Amortization	-	-	8,700	(8,700)	
Capital Project/Purchase Funds					

Fund/Department	2014 Budget	November 2014	Year to Date	Budget Remaining	Percent Used
006 Capital Improvement Reserve	-	-	73,516	n/a	n/a
016 Capital Equipment Reserve	-	20,837	530,208	n/a	n/a
078 Special Highway/Bridge Imp	-	-	511,907	n/a	n/a
130 Old Hwy 40 Const Projects	-	-	2,650,389	n/a	n/a
Special Districts					
017 Rural Fire District #1	463,507	17,770	289,965	173,542	62.6%

RESOLUTION NO. 2015-03

A RESOLUTION OF THE ELLIS COUNTY, KANSAS COUNTY COMMISSION ESTABLISHING AND NAMING A ZONING BOARD OF APPEALS

WHEREAS, Kansas State Statute 12-759 requires every county with zoning to establish a Board of Zoning Appeals consisting of at least three but not more than seven members, and

WHEREAS, the Zoning Board of Appeals the language in September 2006 edition of the Ellis County, Kansas Zoning Regulations incorrectly named the Ellis County Joint Planning Commission to also serve as the Zoning Board of Appeals because the Joint Planning Commission too large to serve in the capacity of Zoning Board of Appeals, and

WHEREAS, the Board of Zoning Appeals is tasked by KSA 12-759 with “appeals by any person aggrieved, or by any officer of the city, county or any governmental agency or body affected by any decision of the officer administering the provisions of the zoning ordinance or resolution” thereby creating a potential conflict for any person, board, or commission associated with the County authorized to make a land use decision from serving on the Board of Zoning Appeals, and

WHEREAS, KSA 12-759 requires the initial terms of members of the Board of Zoning Appeals to be graduated at 1, 2, or 3 year terms to ensure the terms of the initial members expire in different years, and

WHEREAS, following the initial terms, KSA 12-759 states terms shall be either three or four year terms.

NOW, THEREFORE, BE IT RESOLVED, by the Ellis County Commission that the following people and their initial terms be appointed to the Ellis County Board of Zoning Appeals officially commencing January 1, 2015:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____

AND, BE IT FURTHER RESOLVED that following expiration of the initial terms, members of the Board of Zoning Appeals will serve ____ year terms.

Approved by the Ellis County, Kansas County Commission this ____ day of January, 2015.

ELLIS COUNTY COMMISSION

Martha McClelland, Chair

Dean Haselhorst, Commissioner

Barbara K. Wasinger, Commissioner

ATTEST:

Donna J. Maskus, County Clerk

Kansas Statutes

 search

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[Chapter 12: Cities And Municipalities](#)

[Article 7: Planning And Zoning](#)

Statute 12-759: Same; board of zoning appeals; membership; vacancies; powers; fees; variances; exceptions. (a) Any governing body which has enacted a zoning ordinance or resolution shall create a board of zoning appeals by adoption of the appropriate ordinance or resolution. Such board shall consist of not less than three nor more than seven members. If a city enacts zoning regulations which affect land outside the corporate limits of such city, at least one member of the board shall be a resident of the area outside the city's limits. The members first appointed shall serve respectively for terms of one, two and three years, divided equally or as nearly equally as possible among the members. Thereafter the terms of the members may be changed to either three or four years, whichever is deemed to be in the best interest of the city or county. Vacancies shall be filled by appointment for the unexpired terms. The members of such board shall serve without compensation. The board annually shall elect one of its members as chairperson, and shall appoint a secretary who may be an officer or an employee of the city or county. The board shall adopt rules in accordance with the provisions of the ordinance or resolution creating the board. Meetings of the board shall be held at the call of the chairperson and at such other times as the board may determine. The board shall keep minutes of its proceedings, showing evidence presented, findings of fact by the board, decisions of the board and the vote upon each question. Records of all official actions of the board shall be filed in its office and shall be a public record. The governing body, in the ordinance or resolution creating such board, may establish a scale of reasonable fees to be paid in advance by the party appealing. Any two or more cities or counties which have established a joint planning commission may establish a joint board of zoning appeals.

(b) Any board of zoning appeals in existence on the effective date of this act shall continue in existence, but shall be governed by the provisions of this act.

(c) The board of zoning appeals shall administer the details of appeals from or other matters referred to it regarding the application of the zoning ordinance or resolution as hereinafter provided. The board shall fix a reasonable time for the hearing of an appeal or any other matter referred to it. Notice of the time, place and subject of such hearing shall be published once in the official city newspaper in the case of a city and in the official county newspaper in the case of a county at least 20 days prior to the date fixed for hearing. A copy of the notice shall be mailed to each party to the appeal and to the appropriate planning commission.

(d) Appeals to the board of zoning appeals may be taken by any person aggrieved, or by any officer of the city, county or any governmental agency or body affected by any decision of the officer administering the provisions of the zoning ordinance or resolution. Such appeal shall be taken within a reasonable time as provided by the rules of the board, by filing a notice of appeal specifying the grounds thereof and the payment of the fee required therefor. The officer from whom the appeal is taken, when notified by the board or its agent, shall transmit to the board all the papers constituting the record upon which the action appealed from was

taken. The board shall have power to hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by an administrative official in the enforcement of the zoning ordinance or resolution. In exercising the foregoing powers, the board, in conformity with the provisions of this act, may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken, may attach appropriate conditions, and may issue or direct the issuance of a permit.

(e) When deemed necessary by the board of zoning appeals, the board may grant variances and exceptions from the zoning regulations on the basis and in the manner hereinafter provided: (1) To authorize in specific cases a variance from the specific terms of the regulations which will not be contrary to the public interest and where, due to special conditions, a literal enforcement of the provisions of the regulations, in an individual case, results in unnecessary hardship, and provided that the spirit of the regulations shall be observed, public safety and welfare secured, and substantial justice done. Such variance shall not permit any use not permitted by the zoning regulations in such district. A request for a variance may be granted in such case, upon a finding by the board that all of the following conditions have been met: (A) That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant; (B) that the granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents; (C) that the strict application of the provisions of the zoning regulations of which variance is requested will constitute unnecessary hardship upon the property owner represented in the application; (D) that the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare; and (E) that granting the variance desired will not be opposed to the general spirit and intent of the zoning regulations; and (2) to grant exceptions to the provisions of the zoning regulation in those instances where the board is specifically authorized to grant such exceptions and only under the terms of the zoning regulation. In no event shall exceptions to the provisions of the zoning regulation be granted where the use or exception contemplated is not specifically listed as an exception in the zoning regulation. Further, under no conditions shall the board of zoning appeals have the power to grant an exception when conditions of this exception, as established in the zoning regulation by the governing body, are not found to be present.

(f) Any person, official or governmental agency dissatisfied with any order or determination of the board may bring an action in the district court of the county to determine the reasonableness of any such order or determination. Such appeal shall be filed within 30 days of the final decision of the board.

(g) A planning commission also may be designated as a board of zoning appeals under this section.

(h) The provisions of this section shall become effective on and after January 1, 1992.

History: L. 1991, ch. 56, § 20; July 1.