



COUNTY COMMISSION

Monday, January 12, 2015

5:00 PM

Administrative Center (718 Main, Hays), Basement

Note: Martha McClelland will be sworn-in at 4:50PM

Order of Business

- I. **Opening**
 - A. **Call to Order**
 - B. **Pledge of Allegiance**
 - C. **Clerk Records the Roll**
 - D. **Order of Business**
Consideration of Amendments
- II. **Reorganization [Enclosure](#)**
Consideration of Reorganization Document
- III. **Approval of Prior Minutes**
- 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**
- V. **Issues from Persons Not on the Order of Business**
- VI. **Public Requests/Presentations/Reports Agenda**
- A. **Extension Office Monthly Report – Stacy Campbell**
Report/Discussion
- VII. **Action Items Agenda**
- A. **KDOT Low Volume Bridge Improvement Program**
[Enclosure](#)
Consideration of Contract
 - B. **Resolution No. 2015-03 – Board Of Zoning Appeals**
[Enclosure](#)
Consideration of Resolution
 - C. **Resolution No. 2015-04 – Accounts and Waivers** [Enclosure](#)
Consideration of Resolution
 - D. **Ellis County Joint Planning Board** [Enclosure](#)
Consideration of Appointment to Replace Marcy McClelland
- VIII. **Issue Introduction/Report Agenda**
- A. **County Administrator**
 - 1. **Bureau of Land Management Workshop** [Enclosure](#)
Report/Discussion
 - 2. **KNRC Full Membership Meeting 1/22** [Enclosure](#)
Report/Discussion

3. 2016 Budgeting Process

Discussion

4. Travel Reimbursement

Discussion of Policy Amendment

5. Parking Issues – 718 Main Street [Enclosure](#)

Discussion

B. County Commission

1. Commissioner Reports

C. Executive Session (if required)

IX. Adjournment



Meeting Memo

To: County Commission
From: Greg Sund
CC: Order of Business Recipients
Date: 1/9/2015
Re: Order of Business for January 12, 2015 Regular Meeting

II. Reorganization – Enclosed is the information I have so far. Please note that for appointments of Commissioners to various boards/committees, I inserted a blank with the 2014 representative listed to the right for reference. I received updated information from Jill Pfannenstiel for the Fair Board and Dick Klaus for the Fire Advisory Board, Fire Chiefs, and Assistant Chiefs. Based on past experience, I recommend the Commission discuss and agree to all appointments on the list and then approve the reorganization document in one motion.

Suggested Motion: To approve the reorganization document as agreed.

V. Public Requests/Presentations/Reports Agenda

A. Extension Office Monthly Report – Stacy Campbell – Mr. Campbell is the extension representative providing a report this month.

V. Action Items Agenda

A. KDOT Low Volume Bridge Improvement Program – Enclosed is the contract first presented on January 5. The contract for Project # 26 C-4732-01 is for replacement of two bridges in Ellis County for which we received grants. They are the bridge on the Emmeram Road just west of the Yocemento Road and a bridge on the south County line west of Pfeifer. Mr. Graf recommends approval as do I.

Suggested Motion: To authorize signatures on the KDOT Low Volume Bridge Improvement Program grant contract for Project # 26-C-4732-01 as presented.

- B. Resolution No. 2015-03 – Board of Zoning Appeals** – As discussed on January 5, I updated the draft resolution to name the County Commission as the members of the board. By not listing names, the appointments will simply roll with new Commissioners being elected in the future.

Suggested Motion: To approve Resolution No. 2015-03 naming the County Commission as the Board of Zoning Appeals.

- C. Resolution No. 2015-04 – Accounts and Waivers** – This is an annual resolution considered by the County Commission waiving the State mandate that the County follow rules established by the Government Accounting Standards Board (GASB). Although local governments are required to follow GASB rules, another state law allows local governments to waive compliance. Listing concern of the cost related to following GASB rules as the reason, the County has historically waived the requirement as allowed.

Suggested Motion: To approve Resolution No. 2015-04 – Accounts and Waivers which waives the requirement to follow Government Accounting Standards Board rules.

- D. Ellis County Joint Planning Board** – We have received one Citizen Interest Form for the opening created by Commissioner McClelland’s resignation in order to be a County Commissioner. It was submitted by Brett Schmidt. The completed form is enclosed.

Suggested Motion: To appoint Brett Schmidt to the Ellis County Joint Planning Commission for the remainder of the term held by Commissioner McClelland until her resignation to become a County Commissioner.

VI. Issue Introduction/Report Agenda

A. County Administrator

- 1. Bureau of Land Management Workshop** – This is notice of a series of meetings that will be held by the US Bureau of Land Management as part of a process to do environmental assessment. I first informed the Commission of this process quite a few months ago. At that time, we had no idea when the meeting would be scheduled. In addition, the Commission and other KNRC members questioned why they would want to participate in this process. Regardless that fact, since we now have a date and time for the meeting in Wichita, I wanted to let you know so you can discuss whether you want an Ellis County representative at the meeting.
- 2. KNRC Annual Membership Meeting** – As shown in the enclosed notice, the meeting this year will be held at the Kansas State University

Extension Office in Garden City January 22 at 10:00am. I put this issue on the Order of Business for discussion to decide if you want an Ellis County representative to attend. I have been representing the County at meetings of this organization.

3. **2016 Budget Process** – In order to start planning for the 2016 Budget, I ask Commissioners to review your calendars to determine if there is a date/time in late January or early February to hold a planning session during which we learn priorities from the County Commission that will assist elected officials and staff to start budget development. Due to an anticipated major drop in Oil and Gas Property Taxes for payment in late 2015 and May of 2016, it is important to learn from Commissioners your preference in how to address the anticipated shortfall. Because this is a portion of our ad valorem tax, loss of Oil and Gas value will simply shift taxes to the other two legs of ad valorem tax, real estate and personal property with the lion's share falling on real estate taxes. If the choice is made to develop a budget without consideration of a replacement revenue or allowing the shift to the other two legs, we will need to have discussions about how County services will change because this could mean a drop of Oil and Gas taxes 40% to 50%, which could be \$1.5 million or more. The earlier we can talk about Commission goals and preferences, the better.
4. **Travel Reimbursement** – Based on Commissioner Haselhorst's objections to my request for mileage reimbursement for travel in November and December, I would like to know if the Commission is looking to have the Travel Reimbursement Policy amended. We discussed this issue during the Department Head meeting on January 8, 2015 and agreed the best place to start is to ask the Commission to describe their preferences. For instance, if an employee with an assigned, available vehicle uses their personal vehicle for travel, is that person allowed to file for full reimbursement, expected to cover 100% of the cost, or permitted to file for a lesser reimbursement based on the fact that if the County vehicle were used, there is still direct cost to the County in the form of fuel and oil changes.
5. **Parking Issues – Administrative Center - 718 Main Street** – As was expected, parking is very tight on this site when the needs of all those working in the building and the public are considered. I am enclosing a map of the site for discussion. The County owns two parking lots on the site, the one directly east and the one southeast of the building. In addition, Commerce Bank said we can use the parking lot immediately east of the house on 7th Street. Sometime back, I visited with Dave VanDoren of the Hadley Center the possibility of purchasing their lot

on the block which is located on the corner south of the Commerce Motor Bank. Mr. VanDoren was unwilling to sell it.

To illustrate our parking issues, this is how my count of parking space availability breaks down:

East Lot	39
South Lot	44
Commerce Lot	<u>9</u>
Total	92

This is how people in the building breaks down:

County	43
Adams Brown Beran and Ball	42
AFLAC	<u>2</u>
Total	87
Plus County Vehicles	<u>5</u>
Total Parking Need	92

Considering our direct need of 92 parking spaces compared to 92 available spaces, we do not have any flexibility. This situation gets worse when we consider the needs of the public and customers. We probably need to reserve 10 -15 parking spaces for them. In addition, when the lines are covered by snow and ice, I am sure we lose at least 10% of available parking due to inefficiency of use. I am somewhat concerned that if we start using the Commerce Bank lot on a regular basis, it is possible they may want us to purchase it or improve it. As Commissioners are aware, I reported several weeks ago that we had some discussions with Kenny Gottschalk about the east lot at Gutch's. He was willing to allow County employees to use it, but asked that we improve the lot. We sought and received an estimate of \$83,030 to improve the lot from engineer Buck Driggs. That estimate is enclosed with this item. If we move forward with an improvement like that, we would have to establish a long term lease. I also investigated the possibility of purchasing the house at 111 E. 7th Street that is located between the parking lots, tearing it down, and constructing a parking lot there. I am enclosing the County property record on that property to show appraised value. The lot is 50 feet wide, which would probably provide about 22 – 24 parking spaces. It is important to note that if the County pursues this option, we would have to purchase the house, pay the cost to tear it down, and then the \$80,000+ to construct a parking lot. Clearly, we have options, but none of them are inexpensive. It is important to note that we did not have sufficient parking at the Courthouse/LEC to park all of the employees in one of

the two lots. From a personal perspective, I typically parked in the south parking lot. There were many times that lot was full which meant I had to hunt for parking availability on the street or another parking lot. I'm sure my experience was typical.

Greg Sund

2015 Reorganizational Appointments of Ellis County Commission

1. Appointment of Chair of the Board of County Commissioners

- a. Martha McClelland

2. Designate County Commission Vice President

- b. Dean Haselhorst

3. Designation of Official Depository

- a. All banks and federally insured savings & loans in Ellis Co.

4. Designate Official County Newspaper

- a. Hays Daily News
- b. Ellis Review – When published items impact Ellis area directly

5. County Commission Regular Meeting Day/Time

The first three Mondays of each month at 5:00PM

6. Commissioner Filled Appointments

- a. Ellis County Economic Development Coalition – _____ current Barbara K. Wasinger
- b. Local Environmental Planning Committee – _____ current Dean Haselhorst
- c. Northwest Kansas Community Corrections Board – _____ current Barbara K. Wasinger
- d. Northwest Kansas Juvenile Services – _____ current Barbara K. Wasinger
- e. Union Negotiating Committee Representative – _____ current Barbara K. Wasinger
- f. High Plains Mental Health Board – _____ current Swede Holmgren (Primary voting member)
- g. Solid Waste & Environmental Task Force – _____ current Swede Holmgren

7. Confirm appointment of appointed department heads

- a. Appraiser – Lisa Ree
- b. Information Technology Director – Mike Leiker
- c. Health Administrator – Robert “Butch” Schlyer
- d. Emergency Management Coordinator – Bill Ring
- e. Rural Fire Director – Richard “Dick” Klaus
- f. Head Custodian – Greg Erbert
- g. Public Works Director – Mike Graf
- h. Emergency Medical Services Director – Kerry McCue

8. Appointment of Non-Commissioner County Representatives

- a. Union Negotiating Committee – Greg Sund
- b. Northwest Kansas Planning & Development Board – Greg Sund
- c. Public Health Medical Consultant – Dr. Katrina Hess
- d. EMS Medical Consultant – Dr. James Black

j. District 9 – Florian Dome

2 year

11. Appointment of Rural Fire Company Chiefs (Updated by Dick Klaus 01/07/2015)

<u>Chiefs</u>	<u>Assistant Chiefs</u>
a. Company 2 – Rich Schubert	Will Montgomery
b. Company 3 – Irvin Brungardt	Vacant
c. Company 4 – Tom Tholen	Chris Brungardt
d. Company 5 – Dale Befort	Chad Zamecnik
e. Company 6 – Steve Seefeld	Steve Homburg
f. Company 7 – Bill North	Mike Werth
g. Company 8 – Doug Kreutzer	Cole Dinges
h. Company 9 – Rustin Weese	Mark Fisher

12. Local Emergency Planning Council (LEPC) – Non-Commissioner County Appointees (Updated by Bill Ring 01/09/2014)

- a. Ed Harbin, Law Enforcement
- b. Bruce Hertel, Law Enforcement
- c. Dick Klaus, Fire Fighting
- d. Bill Ring, Emergency Management
- e. Kerry McCue - EMS
- f. Butch Schlyer, Health and Medicine
- g. Gary Haas, Environmental
- h. Karen Purvis, Environmental
- i. Mike Graf, Transportation
- j. Bill Jeter, Legal Counsel

This list approved by the Ellis County Commission on January 12, 2015.

ELLIS COUNTY COMMISSION

Martha McClelland, Chair

Dean Haselhorst, Commissioner

Barbara K. Wasinger, Commissioner

ATTEST:

Donna J. Maskus, County Clerk

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.

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 Ellis County Commission is hereby appointed to serve as the Ellis County Board of Zoning Appeals.

AND, BE IT FURTHER RESOLVED that terms of County Commissioners serving the capacity of the Board of Zoning Appeals will align with each Commissioner’s elected term.

Approved by the Ellis County, Kansas County Commission this 12 day of January, 2015.

ELLIS COUNTY COMMISSION

Martha McClelland, Chair

Dean Haselhorst, Commissioner

Barbara K. Wasinger, Commissioner

ATTEST:

Donna J. Maskus, County Clerk

RESOLUTION NO. 2015-04

A RESOLUTION REQUESTING THE KANSAS DIRECTOR OF ACCOUNTS AND REPORTS TO WAIVE THE REQUIREMENT UNDER K.S.A. 75-1120a(a) THAT THE COUNTY UTILIZES ACCOUNTING AND FISCAL PROCEDURES IN PREPARATION OF FINANCIAL STATEMENTS AND FINANCIAL REPORTS THAT CONFORM TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AS PROMULGATED BY THE GOVERNMENT ACCOUNTING STANDARDS BOARD (GASB) AND THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS (AICPA) AND ADOPTED BY RULES AND REGULATIONS OF THE DIRECTOR OF ACCOUNTS AND REPORTS

WHEREAS, Ellis County is required under K.S.A. 1120a(a) to utilize accounting and fiscal procedures in preparation of financial statements and financial reports that conform to generally accepted accounting principles as promulgated by the Government Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA) and adopted by rules and regulations of the Director of Accounts and Reports, and

WHEREAS, Ellis County is permitted under K.S.A. 1120a(c)(1) to request the Director of Accounts and Reports to waive the requirements under K.S.A. 1120a(a) and the Director of Accounts and Reports shall grant the waiver to the extent requested by the governing body, and

WHEREAS, the Ellis County Commission has determined that financial statements and financial reports required under K.S.A. 1120a(a) are not relevant to the requirements of the cash-basis and budget laws of this state and are of no significant value to the County Commission or the members of the general public of the County, and

WHEREAS, Ellis County does not have any revenue bond ordinances or resolutions or other ordinances of the County that require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ended December 31, 2015.

NOW, THEREFORE BE IT RESOLVED, by the Board of Ellis County Commissioners a request be made to the Director of Accounts and Reports to waive the requirements of K.S.A. 75-1120a(a) as they apply to Ellis County for the year ended December 31, 2015, and

BE IT FURTHER RESOLVED that the Board of Ellis County Commissioners shall cause the financial statements and financial reports of Ellis County to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash-basis and budget laws of the State.

Dated this 12th Day of January 2015.

Board of County Commissioners

Marcy McClelland, Chair

Dean Haselhorst, Commissioner

Donna J. Maskus, County Clerk

Barbara K. Wasinger, Commissioner

ATTEST:

**Ellis County
Citizen Interest Form**

(Note: Separate form required for each volunteer opportunity in which you are interested)

Name: Brett Schmidt

Physical Address: 1464 A Hopewell Rd, Hays, KS 67601

Mailing Address: (if different) _____

Day Time Phone Number: 620-779-2460 Evening Phone Number: _____

Email Address: bsebastian21@msn.com

How long have you been a resident of Ellis County: 15 years

Volunteer opportunity in which you are interested (Please Check Box):

<input checked="" type="checkbox"/> Joint Planning Commission	<input type="checkbox"/> High Plains Mental Health Board
<input type="checkbox"/> Ellis County Council on Aging	<input type="checkbox"/> Ellis County Historical Society
<input type="checkbox"/> Care Council (United Way Allocations)	<input type="checkbox"/> Volunteer Firefighter
<input type="checkbox"/> Local Emergency Planning Committee (LEPC)	<input type="checkbox"/> Fire District Advisory Board
<input type="checkbox"/> Wellhead Protection Committee	<input type="checkbox"/>

How much time are you willing to devote to the volunteer opportunity selected?: As much as needed

Are you related to anyone who is currently serving in an Ellis County Volunteer Position? Yes No

If Yes, explain: _____

Briefly describe why you are interested in the volunteer opportunity selected: I was raised in Ellis Co. and know it is a special place to work, live, and raise a family. I would like to be a part of planning and developing ways to create an even stronger County for families + businesses.

Please list any groups, committees, non-profits, or other activities you are or have participated in as a demonstration of community involvement: I currently work for Child Care Aware of KS improving quality of child care. I have served on numerous committees in Independence, KS but since moving back to Hays I have not been involved.

Committee/Board Member Pledge: As a volunteer for Ellis County, I understand I am representing Ellis County, not myself. If I am appointed to a board/committee responsible for hearing public input, I pledge to consider all public input received in an unbiased manner and make my final decision or recommendation based on the facts learned during the process that is in the best interests of Ellis County, not whether I personally agree with the decision.

Signature: Brett Schmidt Date: 1-8-15

By signing this form, you are agreeing to the pledge and testifying all information provided is accurate to the best of your knowledge



US Department of the Interior
Bureau of Land Management
Oklahoma Field Office



Bureau of Indian Affairs
Southern Plains Region
Eastern Oklahoma Region

**Joint Environmental Impact Statement
and BLM Resource Management Plan
Socioeconomic Workshops**

The United States (US) Department of the Interior, Bureau of Land Management (BLM) Oklahoma Field Office (OFO), in collaboration with the US Department of the Interior, Bureau of Indian Affairs (BIA) Eastern Oklahoma and Southern Plains Regional Offices is preparing a Joint Environmental Impact Statement (EIS) and BLM Resource Management Plan (RMP). As part of the Joint EIS/ BLM RMP, the BLM and BIA are hosting three workshops for state and community representatives, tribes, and other stakeholders who want to explore the issue of the changing local economy and its relationship to public lands, federal mineral estate, and Indian mineral resources managed by the BIA. Workshop format will include a brief presentation of current socioeconomic data followed by group discussions. Issues for discussion include but are not limited to:

- 1) The current social and economic conditions in the planning area;
- 2) The current role of public lands as well as federal and Indian mineral resources in the local economy;
- 3) Visions for the future of the regional economy and for local communities, and the role of public lands as well as federal and Indian mineral resources in this vision.

As a local expert, your participation in these workshops would provide valuable insight for the BLM and BIA.

Third-party neutral facilitators from Environmental Management and Planning Solutions Inc. (EMPSi) have been hired to organize, convene, and facilitate these workshops. Representatives from the BLM and BIA will be in attendance, and EMPSi will document the workshops and summarize the information for incorporation into the RMP process.

Who:

One representative or staff member from each agency, entity or organization. You may wish to designate a backup representative to ensure your agency has representation at the workshop.

When and Where:

Date: Tuesday, February 3rd, 2015, 1-4 pm

Location: Wichita Public Library, Lionel D. Alford Branch, 3447 S. Meridian, Wichita, Kansas 67217

Date: Wednesday, February 4th, 2015, 1-4 pm

Location: Oklahoma University - National Weather Center, 120 David L Boren Blvd.
Norman, Oklahoma 73072

Date: Thursday, February 5th, 2015, 1-4 pm

Location: Fort Worth Public Library, Ella Mae Shamblee Branch, 1062 Evans Ave., Fort Worth, Texas 76104

You may attend any workshop; information presented will be the same at each meeting.

Please contact Larry Levesque, BLM Project Manager at 918-621-4136 or email llevesqu@blm.gov with any questions.

Sincerely,

Stephen G. Tryon
Field Manager, BLM Oklahoma Field Office

RSVP is required for attendance. Please RSVP by January 9th
Preferred method: online response form at <http://goo.gl/forms/rw75IUQbvg>
Alternatively, email Zoe Ghali at zoe.ghali@empsi.com, call 303-447-7160,
or send reply to 3775 Iris Ave. Suite 1A, Boulder, Colorado 80301.



Please, MARK YOUR CALENDAR - KNRC Annual Meeting January 22, 2015

KNRC Counties to: knrc.counties

01/06/2015 04:34 PM

Bcc: Greg Sund

Good Afternoon,

Reminder, at the November 2014 policy meeting of the Kansas Natural Resource Coalition (KNRC), it was decided to hold the **Annual Full Membership Meeting** in January. The Steering Committee has scheduled the meeting as follows:

When: Thursday, January 22, 2015 @ 10 a.m.

Where: Kansas State University - Extension Office

Conference room

4500 East Mary Street

Garden City, KS 67846.

Please, mark your calendar and plan to attend. Also, watch your email box for the final agenda.

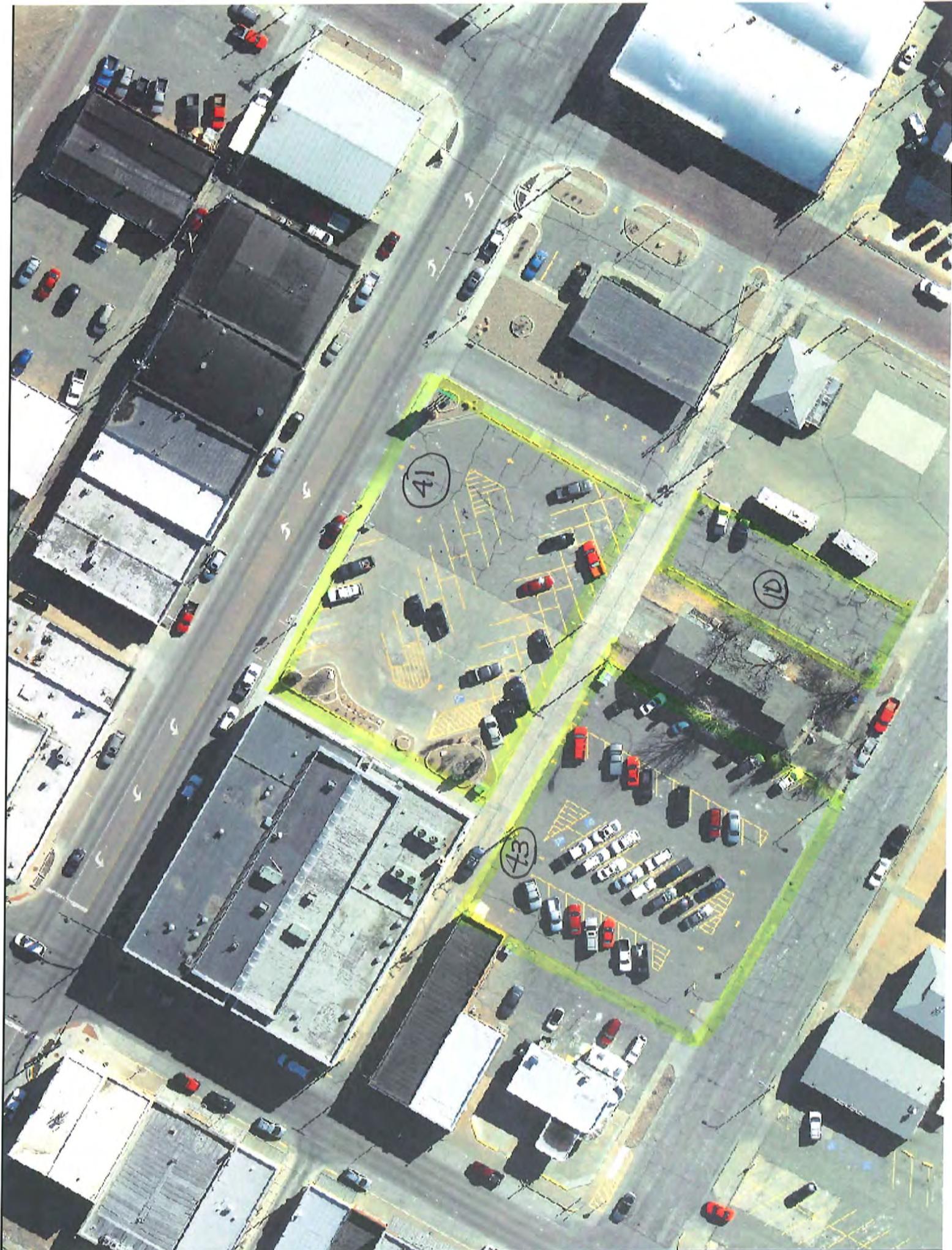
Lunch will be served; we request those planning to attend, please, **RSVP by 2 p.m. Tuesday,**

January 20 to Sheila Ellis, KNRC research analyst @ [620-874-2218](tel:620-874-2218) or

KNRC.counties@gmail.com.

Cordially,

KNRC Steering Committee



Real Estate Information



This database was last updated on 1/9/2015 at 4:08 AM

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Parcel Details for 026-182-04-0-20-05-006.00-0

Quick Reference #: R12284

[View GIS Map](#) | [View Tax Detail](#)

Page 1 of 1



Owner Information	Property Address
Owner's Name (Primary): Schulte, Angela Mailing: 217 E 4th St	Address: 111 E 7th St Hays, KS 67601

General Property Information	Deed Information
Property Class: Residential - R Living Units: 2 Zoning: Neighborhood: 023 - Hays Taxing Unit: 010-HAYS CITY	Document Document Link #

Neighborhood / Tract Information	
Neighborhood:	023 - Hays Block: 06 Lot: 11
Tract:	Section: 04 Township: 14 Range: 18
Legal Description:	H P WILSON ADDITION, S04, T14, R18, BLOCK 06, Lot 11, SECTION 04 TOWNSHIP 14 RANGE 18
Acres:	0.00
Market Acres:	0.00

Land Based Classification System	
Function:	Single family residence (detached)
Activity:	Household activities

Ownership: Private-fee simple
Site: Developed site - with buildings

Property Factors			
Topography:	Level - 1	Parking Type:	On and Off Street - 3
Utilities:	All Public - 1	Parking Quantity:	Adequate - 2
Access:	Paved Road - 1; Sidewalk - 6	Parking Proximity:	On Site - 3
Fronting:	Residential Street - 4	Parking Covered:	
Location:	Neighborhood or Spot - 6	Parking Uncovered:	

Appraised Values				
Tax Year	Property Class	Land	Building	Total
2014	Residential - R	5,870	148,930	154,800

Market Land Information					
Type	Method	Area or Acres	Eff. Frontage	Depth	Est. Value
Regular Lot - 1	Frontage and Depth		50	125	7,910
Influence #1:	Influence #2:	Influence Override:			
Factor:	Factor:	Depth Factor: 1.0200			

Residential Information

Building #: 1 Sketch Vector : Sketch Vector Not Available

Dwelling Information

Residence Type: Residential/Agricultural - 1
Quality: AV+
Year Built: 1922
Effective Year:
MS Style: 5
LBCS Structure: Detached SFR unit
of Units:
Total Living Area:
Calculated Area: 2,029
Main Floor LA: 1,166
Upper Floor LA %: 74.0
CDU: PR
Phys / Func / Econ: FR / N/A / N/A
Ovr % Good / RCN: /

Component Sales Information

Architectural Style: Old Style
Basement Type: Partial - 3
Total Rooms: 9
Bedrooms: 4
Family Rooms: 1
Full Baths: 2
Half Baths:
Garage Capacity: None
Foundation: Stone - 4

Sketch could not be generated due to missing or invalid vector information.

Remodel:
% Complete:
Assessment Class:

MU Class #1 / %: / **MU Class #2 / %:** / **MU Class #3 / %:** /

Residential Components

Code / Description	Units	Percentage	Quality	Year
Raised Slab Porch (SF) with Roof	320			
Enclosed Wood Deck (SF), Solid Wall	112			
Frame, Siding, Wood		100		
Composition Shingle		100		
Total Basement Area (SF)	583			
Raised Subfloor (% or SF)	2,040			
Partition Finish Area (SF)	100			
Warmed & Cooled Air		100		
Plumbing Fixtures (#)	9			
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance				
Enclosed Porch (SF), Solid Walls	16			
Wood Deck (SF)	15			

Building #: 2

Sketch Vector : Sketch Vector Not Available

Dwelling Information

Residence Type: Residential/Agricultural - 1
Quality: AV
Year Built: 1993
Effective Year:
MS Style: 1
LBCS Structure: Detached SFR unit
of Units:
Total Living Area:
Calculated Area: 720
Main Floor LA: 720
Upper Floor LA %:
CDU: PR
Phys / Func / Econ: AV / N/A / N/A
Ovr % Good / RCN: /
Remodel:
% Complete:
Assessment Class:

Component Sales Information

Architectural Style: Conventional
Basement Type: Full - 4
Total Rooms: 3
Bedrooms: 1
Family Rooms:
Full Baths: 1
Half Baths:
Garage Capacity: 3 car
Foundation: Concrete - 2

Sketch could not be generated due to missing or invalid vector information.

MU Class #1 / %: / **MU Class #2 / %:** / **MU Class #3 / %:** /

Residential Components

Code / Description	Units	Percentage	Quality	Year
--------------------	-------	------------	---------	------

Frame, Siding, Vinyl		100	
Composition Shingle		100	
Raised Subfloor (% or SF)	720		
Warmed & Cooled Air		100	
Plumbing Fixtures (#)	5		
Plumbing Rough-ins (#)	1		
Automatic Floor Cover Allowance			
Wood Deck (SF)	96		1997
Basement Garage Finish Area (SF)	720		
Total Basement Area (SF)	720		

Commercial Information [Information Not Available] 

Other Building Improvement Information [Information Not Available] 

Agricultural Information [Information Not Available] 

[This parcel record was last updated on 1/9/2015 at 6 am.](#)

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Version: 2.0.0.43 : 01/02/2015