



COUNTY COMMISSION

Monday, January 7, 2019

5:00 PM

Ellis County Administrative Center – Commission Room

Order of Business

- I. Opening
 - A. Call to Order
 - B. Pledge of Allegiance
 - C. Clerk Calls the Roll
 - D. Order of Business
Consideration of Amendments

- II. Prior Minutes
 - November 15, 2018 Canvass
 - November 20, 2018 Recount Canvass
 - December 17, 2018

- III. Consent Agenda
 - A. Approval of Refunding Warrants as presented
 - B. Approval of Tax Roll Adjustments as presented
 - C. Approval of Escape Tax Orders as presented
 - D. Approval of Adds and Abates as presented
 - E. Approval of Purchase Orders as presented
 - F. Approval of Accounts Payable and Payroll as presented
 - G. Approval of County Licenses as presented

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



- V. Introduction of New Employees
- VI. 2019 County Agreement to Treat Noxious Weeds for Kansas Department of Transportation (Weed Supervisor Gary Haas) [Enclosure](#)
- VII. Advanced Practice Registered Nurse Position (Health Services Director Kerry McCue) [Enclosure](#)
- VIII. Kansas Board of EMS Revolving & Assistance Fund Grant Application (Health Services Director Kerry McCue) [Enclosure](#)
- IX. Employee Raises for 2019 (County Administrator Phillip Smith-Hanes) [Enclosure](#)
- X. County Counselor Reports (County Counselor Bill Jeter)
- XI. County Administrator Report (County Administrator Phillip Smith-Hanes)
- XII. County Commission Reports
- XIII. Executive Session(s)
- XIV. Adjournment



ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 1-7-19

TOPIC:

2019 County Agreement to Treat Noxious Weeds for Kansas Department of Transportation

ACTION REQUESTED:

Approve the attached contract and authorize Commission Chair to sign.

MOTION NEEDED:

Yes No

SUGGESTED MOTION LANGUAGE:

I move that the Commission approve the 2019 Kansas Department of Transportation Bureau of Maintenance County Agreement to Treat Noxious Weeds contract and authorize Commission Chair to sign.

DISCUSSION:

KDOT contract rates were raised in 2017 and stayed the same in 2018. After reviewing current labor, benefits, fuel and equipment costs and conferring with other weed departments regarding their rates, I recommend that we continue to use the 2018 contract rates for 2019.

FINANCIAL IMPACT:

The KDOT treatment of noxious weeds has averaged \$5,828.86 annually for the past three (3) years, and we expect similar revenue in 2019.

PRESENTED BY:

Gary Haas, Noxious Weed Control Supervisor

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

2019 Kansas Department of Transportation County Agreement Bureau of Maintenance to Treat Noxious Weeds



Department of Transportation
District 3
312 South Second
P.O. Box 350
Norton, KS 67654-0350
Jeff A. Stewart, P.E., District Engineer

STATE OF KANSAS



GOVERNOR JEFF COLYER, M.D.
RICHARD CARLSON, SECRETARY

Phone: 785-877-3315
Fax: 785-877-2531
kdot#publicinfo@ks.gov
<http://www.ksdot.org>

December 18, 2018

Board of County Commissioners
Ellis County Courthouse
P.O. Box 720
Hays, KS 67601

Dear County Commissioners:

Enclosed for your consideration is County Agreement to Treat Noxious Weeds along state and federal highways during the 2019 season.

Item No. 2 of the Agreement that refers to the use of dye in the chemical mixture to allow easy identification of areas treated is considered optional. **If the County does not wish to use the dye, please cross through Item No. 2 and initial.** We would discourage dye usage as we feel that it is not necessary or cost effective. *If you anticipate, the need to use different chemicals or application rates that would cause a significant increase to our yearly contract, I would appreciate if you could indicate the expected increase in your response.*

If the County concurs with this Agreement, please complete the labor and equipment cost per hour along with type and size of equipment in Item No. 4. Date the Agreement, sign and then return Agreement to Department of Transportation, P.O. Box 350, Norton, Kansas 67654-0350 by February 13, 2019.

If you have any questions regarding the Agreement, please contact Mathew Withington at the Norton District office (785) 877-3315.

Sincerely,

JEFF A. STEWART, P.E.
DISTRICT ENGINEER

MATHEW WITHINGTON, P.E.
ASST. DIST. ENGINEER

JAS/MW
Enclosure

**KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF MAINTENANCE**

COUNTY AGREEMENT TO TREAT NOXIOUS WEEDS

This agreement made and entered into this 7th day of January, 20 19, by and between the

Board of County Commissioners of Ellis County, hereinafter referred to as County, and the Kansas Secretary of Transportation, hereinafter referred to as Secretary. The Kansas Department of Transportation hereinafter is referred to as KDOT.

WHEREAS, The Kansas Legislature has declared certain weeds to be Noxious Weeds (see Kansas Noxious Weed Law), and

WHEREAS, The County desires to treat noxious weed infested areas on State Highway Rights-of-Way within said County and the KDOT desires to retain the County to spray and treat such areas, and

WHEREAS, The Secretary and County agree to enter into a performance agreement, where in the County shall treat all noxious weeds on State Highway rights-of-way in the County. A condition of the fulfillment of the agreement requires that treatment by the County will provide a satisfactory control of the noxious weeds. Satisfactory performance is defined as preventing the production of viable seed and/or destroying the plant's ability to reproduce by vegetative means.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The county will notify the KDOT District Engineer or the authorized representative, prior to each treatment on highway right-of-way, of the scheduled time and location of such treatment.
- ~~2. The County spraying operation may include a dye in the chemical mixture to allow easy identification of areas treated.~~ JH
3. A representative of the KDOT shall make periodic field inspections to check treated areas. A field log and record will be maintained by the KDOT indicating dates treated and inspected, location and size of areas, type of noxious weeds, apparent affect of treatment and other pertinent comments. Approval by the KDOT representative shall be required before the County will be paid for treatment.
4. Schedule of Cost: The County shall provide all chemicals (includes herbicides, surfactants and drift control materials as required), dye, labor and equipment to treat noxious weeds. Chemicals and dye are to be provided at the County's cost. Labor and equipment costs are as follows:

LABOR COST	COST	*EQUIPMENT RENTAL TYPE AND SIZE
<u>\$ 32.00</u> /hr. operator	<u>\$ 32.00</u> /hr.	<u>3/4 Ton Spray Truck</u>
<u>\$ 32.00</u> /hr. operator	<u>\$ 36.00</u> /hr.	<u>2 Ton Spray Truck</u>

*Spraying equipment will have cab mounted flashing (or rotating) safety lights

5. Billing and Payment: The County shall submit to the KDOT District Engineer an itemized bill for wholesale cost of chemicals and dye furnished, plus actual cost of treating noxious weeds based on equipment rental and labor costs for areas of satisfactory performance. Upon receipt of proper billing and final approval, payment for treating noxious weeds will be made to the County by the KDOT.

6. Record of Work: The County representative doing the work shall:

Record size, location and type of noxious weed areas treated.
Record amount and kind of chemicals applied on each area.
Record dates chemicals were applied.
Maintain Report of Noxious Weed Treatment DOT FORM NO. 322-A, which shall be submitted to the KDOT within 1 to 2 weeks after treatment.
Maintain records until all claims are paid, but in no case less than the three year statutory time.
Make all records available for KDOT audit, when so requested by KDOT.

7. Chemicals, approved for use on highway right-of-way are listed below.

<u>CHEMICAL</u>	<u>TRADE NAME</u>	<u>RATE OF APPLICATION (metric)</u>
2, 4-D (amine or ester) (a)	numerous	1 to 2 lb. Equiv./acre (1.1 to 2.2 kg/ha)
Glyphosate (b)	numerous	1 1/2 lb. Equiv./acre (1.7 kg/ha)
MSMA	numerous	3 to 5 lb. Equiv./acre (3.8 to 5.6 kg/ha)
Sulfometuron (c)	Oust	3 to 6 ounces/acre (.21 to .42 kg/ha)
Picloram	Tordon	rate depends upon weed species
Chlorsulfuron	Telar	1/2 to 1 oz./acre (0.035 to 0.070 kg/ha)
Imazapyr	Arsenal/Habitat	1/4 lb. Active/acre (0.28 kg/ha)
Metsulfuron Methyl	Escort	rate depends upon weed species
Triclopyr (d)	Garlon	1/4 to 1/2 lb./acre (0.28 to 0.56 kg/ha)
Fluizafop P butyl + Fenoxiprop	Fusion	7 to 9 fl. oz. per acre (83.8 to 107.75 ml/ha)
Imazapic (e)	Plateau	rate depends upon weed species
Quinclorac (f)	Paramount/Drive	rate depends upon weed species and desirable grass species
Sulfosulfuron (g)	Outrider	rate depends upon desirable grass species
Aminopyralid (h)	Milestone	rate depends upon weed species

- (a) May be used alone or in combination with other herbicides
- (b) (Round-up)
- (c) Spot treatment only
- (d) Sericea lespedeza
- (e) Do not use where cool season grasses are the desired species
- (f) Fall bindweed control
- (g) Do not use for more than 3 consecutive seasons
- (h) Musk, bull and Canada thistle

There may be other trade names for the herbicides listed.

- 8. Chemicals shall be mixed and applied as recommended by the manufacturer and in accordance with approved methods contained in the "Official Regulations" issued by the Kansas Department of Agriculture.
- 9. The County agrees to provide this service in a workmanlike manner, to be in strict conformance with the instructions for handling and applying noxious weed chemicals and to be responsible for any negligent acts or omissions that may occur in the performance thereof.
- 10. The County's spraying equipment shall be equipped with cab mounted amber high-intensity rotating, flashing, oscillating, or strobe light. Safety lights shall be visible from all directions and not obstructed from view by tanks and equipment mounted to or towed behind the spraying equipment. If a safety concern has been raised, and at the direction of KDOT personnel, the County will be responsible for supplying and placing of traffic control signs for a mobile operation per Chapter I of the KDOT Highway Sign Manual. All workers shall wear approved safety vests according to 23 CFR 634, "Worker Visibility".
- 11. This agreement shall terminate December 31st of this year, except records shall be maintained in accordance with Section Six above. Termination may be sooner by a ten day written notice from either party to the other. It is agreed further that this contract can be renewed for three consecutive years at the option of the Secretary upon a 30-day written notice to the contractor prior to December 31st of the current year. The contractor and the Secretary agree that all terms of the renewal will remain the same unless either party determines that the price of the chemicals should be re-negotiated.

This agreement is officially adopted by the Board of County Commissioners and recorded in the official records of the proceedings of said Board.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized officers or representatives.

SECRETARY OF TRANSPORTATION

THE BOARD OF COUNTY COMMISSIONERS

BY _____

District Engineer

BY _____

Title:

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 1/7/2019

TOPIC:

Advanced Practice Registered Nurse Position

ACTION REQUESTED:

Approve the Advanced Practice Registered Nurse (APRN) job description and allocate a position in the Health Department.

MOTION NEEDED:

■ Yes □ No

SUGGESTED MOTION LANGUAGE:

I move that we approve the Advanced Practice Registered Nurse job description as presented and allocate one full-time position in this new classification in the Health Department (department 15, position APRN, pay grade 118).

DISCUSSION:

The Ellis County Administrator and the Ellis County Health Services Administrator have developed the attached job description. This position will allow the Ellis County Health Department to expand the health care services provided by the department.

As the Commission will remember, we have been discussing this position since later spring/early summer of 2017. During those discussions we have talked about increasing the level of services provided by the Ellis County Health Department, increasing departmental revenue and exploring ways to reduce the amount Ellis County spends on health insurance provided to our employees.

Since May 2018, a contracted APRN has been treating patients on Mondays and Thursdays in the Ellis County Health Department. During that time frame our contractor has been providing non-emergent care to clients who present to the Health Department. The care provided has always been in coordination with our Medical Director Dr. Lynn Fisher.

While I believe this program has been successful, I think we have just begun to see the true value of having a practitioner on staff. We are continuing to look

at ways to provide additional serves to the citizens of our community, increasing departmental revenue and exploring ways to reduce the amount Ellis County spends on health care programs to our employees.

FINANCIAL IMPACT:

The 2019 Ellis County Health Department Operational Budget includes funds to compensate this position in a competitive manner.

PRESENTED BY:

Kerry G. McCue, Health Services Administrator

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

Advanced Practice Registered Nurse job description

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

Job Title:	Advanced Practice Registered Nurse (APRN)
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Department: Health
Reports to: Health Services Administrator
Pay Grade: 118
FLSA Status: Non-Exempt

JOB SUMMARY

The APRN holds a Kansas license as a professional nurse in an advance role who may provide primary and limited secondary health care to those seeking health care services. This position works in collaborative practice with a contracted medical consultant and reports to the Health Services Administrator. This is a highly specialized professional public health nursing position which includes direct nursing services in clinic and community settings, as well as consultative and referral responsibilities. Work includes conducting evaluations of clients by performing individual histories, assessments, and diagnostic evaluations, determining the need for medications or other diagnostic interventions; determining the most appropriate intervention, treatment or procedure and coordinating with other service providers in developing, monitoring and adjusting a comprehensive individual care plan. Duties include services relating to Sexually-Transmitted Infection testing, Bronchitis, Sinusitis, Strep Throat, Flu, Allergies, Ear Infections, Urinary Tract Infections, Women's Health Care, Physicals, and other routine health care needs. Work is performed with latitude for professional independence in accordance with established department, state, or federal policies. Work is performed under the general direction of the Health Services Administrator and reviewed through conferences and reports for results achieved. This position has a confidentiality level of 4.

ESSENTIAL JOB FUNCTIONS:

- Develops and manages medical plans of care for patient based upon an agreement developed jointly and signed by the APRN and the Collaborative Physician;
- Provides confidential, medically sound, timely and respectful care and assistance to all patients;
- Utilizes electronic health records and other health records to document client care in a professional, accurate and timely manner (within 24 hours);

- Consults, refers and collaborates with other disciplines involved in the delivery of client care;
- Assists in continuity of care via record requests from other providers, written referrals, and appropriate follow-up in accordance with agency policy and procedures;
- Develops and updates clinical protocols in collaboration with the Collaborating Physician and Chief Public Health Nurse. The protocols will follow the guidelines provided by nationally recognized best practice standards;
- Obtains initial/periodic history, reason for visit, and presenting problem;
- Examines patients as indicated by reason for visit and appropriate for age and gender;
- Orders tests and treatments that are consistent with clinical impressions and working diagnosis within protocols;
- Consults with Collaborative Physician as appropriate;
- Provides health services to clients that come through general clinic, i.e. STI testing, Bronchitis, Sinusitis, Strep Throat, Flu, Allergies, Ear Infections, Urinary Tract Infections, Women's Health Care, Physicals, other routine health care needs and others as indicated by reason for visit and clinical expertise;
- Assists individuals to assume responsibility for the prevention of illness and the promotion, maintenance, and restoration of their health by providing information regarding illness prevention, lifestyle behaviors, and appropriate treatment regimens;
- Assesses real or potential health hazards for clients including analysis of health behavior related to lifestyle and culture. Encourages clients to return for follow up as needed;
- Acquires and uses knowledge of community and regional resources to benefit clients; and
- Other related duties as deemed necessary or as required.

MINIMUM REQUIREMENTS TO PERFORM WORK:

Licensed to practice as an Advanced Practice Registered Nurse (APRN) in the State of Kansas and four years of experience registered nursing. Master's degree in nursing with a licensure as an advanced practice nurse preferred. Kansas APRN licensure in the category of Nurse Practitioner or Clinical Nurse Specialist. Possess a valid driver's license and good driving record. CPR certification will be required.

Knowledge, Skills and Abilities:

- Knowledge of reproductive health care.
- Knowledge of public health theory and practice.
- Skill in communicating with patients, staff, and health care providers.
- Skill in composing correspondence, including use of word processing, spreadsheet and e-mail programs.
- Ability to implement public health programs, clinics, and services to meet community and individual needs.
- Ability to provide advanced nursing care based on scientific principles, basic behavioral concepts, and intelligent professional judgment.
- Ability to ensure work is completed in an efficient and timely manner.

- Ability to work independently with minimal supervision.
- Ability to work well under pressure, to multi-task, and to accept responsibility for independent decisions and actions taken.

PHYSICAL REQUIREMENTS:

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

WORKING CONDITIONS:

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

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 1/7/2019

TOPIC:

Kansas Board of EMS Revolving & Assistance Fund (KRAF) Grant Application

ACTION REQUESTED:

Approve Ellis County EMS's application for this grant.

MOTION NEEDED:

Yes No

SUGGESTED MOTION LANGUAGE:

N/A

DISCUSSION:

The Ellis County EMS would like to apply for a KRAF grant that would provide mechanical CPR devices to our fleet.

These devices provide high quality CPR which directly correlates to positive patient outcomes during cardiac arrest events. Additionally, utilizing such devices allows our providers to focus on other patient care priorities during those events, not manual CPR. That also provides provider safety.

FINANCIAL IMPACT:

The grant application will be for seven (7) CPR devices. The total grant application is in the amount of \$100,256.73. The possibility of a grant awards increases with a local dollar match. I am suggesting a 50% match (\$50,128.37). There are sufficient dollars in fund 16 (Capital Improvement Fund) to provide the needed match dollars.

PRESENTED BY:

Kerry G. McCue, Health Services Administrator

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

None.

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: 1-7-19

TOPIC:

Employee Raises for 2019

ACTION REQUESTED:

Provide direction to staff on 2019 raises for County employees.

MOTION NEEDED:

Yes No

SUGGESTED MOTION LANGUAGE:

N/A

DISCUSSION:

On December 3, 2018, your Commission considered the issue of employee raises and asked that the item be brought back for tonight's meeting.

At this time, staff seeks direction from the Commission. There are a number of different options:

1. The Commission could bring all employees with 15 years of service in their positions to step 8 of their applicable pay grade, all employees with 12 years in position to step 7, all employees with nine years in position to step 6, all employees with seven years in position to step 5, and all employees with five years in position to step 4. This continues implementation of the pay plan and is the basis for the amount of money that was budgeted for 2019. However, because many of these changes were implemented for the EMS and Public Works bargaining units previously, this would impact only 41 employees and other employees would see no raises in 2019.
2. The Commission could instead spread the amount of money reserved for raises out across employees by adjusting all pay rates upward by 1.44% effective with the pay period that begins next Sunday.
3. The Commission could approve a mix of the two approaches above by, for example, implementing the pay plan changes effective April 7, 2019, and providing a 1% adjustment to pay scales effective July 28, 2019.
4. The Commission could choose to refer the matter to the Wage and Benefits Committee for discussion.
5. The Commission could choose not to grant raises in 2019 and retain the funds in the budget stabilization account to guard against potential cuts for the 2020 budget.

FINANCIAL IMPACT:

The cost of raises as included in the budget is approximately \$136,074.

PRESENTED BY:

Phillip Smith-Hanes, County Administrator

REVIEWED BY COUNTY ADMINISTRATOR:

Yes No N/A

REVIEWED BY COUNTY COUNSELOR:

Yes No N/A

ATTACHMENTS:

None.

