



COUNTY COMMISSION

Monday, April 12, 2021

5:00 PM Following Public Building Commission Meeting

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
April 5, 2021

- 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. Monthly Financial Report



- VI. 718 Main Lease (Darin Myers, County Administrator) [Enclosure](#)
- VII. Purple Wave (Darin Myers, County Administrator)
- VIII. Catharine Fire Public Protection Classification (Darin Myers, Fire Chief) [Enclosure](#)
- IX. County Administrator Report (County Administrator, Darin Myers)
- X. County Commission Reports
- XI. Executive Session(s)
- XII. Adjournment



ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: April 12th, 2021

TOPIC: Adam Brown Lease

ACTION REQUESTED: Approval of the attached lease agreement.

MOTION NEEDED: Yes No

SUGGESTED MOTION LANGUAGE: I move to approve the lease agreement with Adam Brown and have the commission chair sign the lease.

DISCUSSION:

Staff has met with Adams Brown, the second-floor tenant of the Administration building. The current lease is up for renewal and some changes have been made to help accommodate Adams Brown. Adams Brown has been excellent to work with over the years, and Ellis County is fortunate to have them occupying the second-floor space.

The new agreement starts off with a one-year lease, followed by optional five-year leases. Adams Brown staff has indicated they are looking at some remodeling over the next year or so to have better use of their space. They have also indicated they are very willing to work with Ellis County staff on their new design layout and its impact to the possible HVAC improvements to the building.

Ellis County staff is also looking at starting parking lot improvements to the 718 Main parking areas. This has been an issue for both Ellis County and Adams Brown in not having sufficient parking spaces for employees and customers both.

Staff recommends approving the lease.

FINANCIAL IMPACT: The initial one-year lease will generate \$131,521 in revenue for Ellis County.

PRESENTED BY: Darin Myers, County Administrator

REVIEWED BY COUNTY ADMINISTRATOR: Yes No N/A

REVIEWED BY COUNTY COUNSELOR: Yes No N/A

ATTACHMENTS: Lease Agreement



COMMERCIAL REAL ESTATE LEASE

THIS LEASE AGREEMENT is made, entered into, and effective the 1st day of April 2021, by and between the **Board of County Commissioners of Ellis County, Kansas, a municipal corporation**, hereinafter called (“Lessor”), and **Adams Brown, a Kansas Limited Liability Corporation**, hereinafter called (“Lessee”),

WHEREAS, Lessor desires to lease to Lessee and Lessee agrees to lease from Lessor the following described real estate situated in Hays, Ellis County, Kansas, to-wit:

Unit B of the Ellis County Administrative Center Condominium, also known as the Second Floor of the Ellis County Administrative Center located at 718 Main Street, Hays, Ellis County, Kansas, consisting of 14,504 square feet of office space,

and

WHEREAS, in consideration of the mutual covenants, agreements and other provisions as contained herein, the parties agree as follows:

- 1. Term.** The initial term shall be for a period of 1-year commencing on April 1, 2021 and terminating on June 30, 2022. Lessee shall have the right to renew said lease for two additional five-year renewals by giving Lessor notice of each option to renew no later than 120 days prior to the expiration of the primary or renewal terms. Each renewal term shall be pursuant to the same terms and conditions as this Lease Agreement except for rental which will be negotiated at each renewal.
- 2. Rental.** Lessee shall pay Lessor for lease of the above-described property the sum of Eleven Thousand Four Hundred and Sixty Dollars and Eight Cents (\$11,460.08) monthly during the term of this lease. Payments are made in advance on the first day of each month. Said rent is calculated as follows:

14,504 square feet X \$11.55 per square foot = \$167,521.00 annually
less \$3,000 per month for janitorial services = \$10,960.00 per month

Upon each five-year option renewal as set forth above, the rent shall be adjusted as follows:

- **First Renew Period:** 14,504 sq. ft. X \$8.79/sq. ft. = \$127,490.16 annually
Less \$2,500 per month for janitorial services = \$8,624.18 per month
- **Second Renewal Period:** The rent amount for the first renewal period adjusted to reflect inflation and other factors but in no event shall the rent be increased more than three percent (3%) over the first renewal period rent rate. The parties agree to enter into good faith negotiations with regard to the rental amount.

All other terms and conditions of the lease agreement shall remain in effect.

- 3. Real Estate Taxes.** Lessor in its discretion shall have the right to unilaterally increase the annual rental hereunder in the event of any increase in real property taxes accruing to Lessor on said building containing the leased premises hereunder which increase is caused by any tax levy or by a change in the assessed valuation of said building. Said increase in annual rental payment shall be in approximately the same proportion to said total increase in real

property taxes as the total square feet of floor space contained in the leased premises hereunder bear to 14,504 rentable square feet of the building or a proportionate share not to exceed 10%. Lessor shall give notice to Lessee in writing of any such increase in said annual rental payment and said increase shall be effective immediately and will be applied to computing the next monthly installment of the annual rental hereunder which next becomes due after such notice is given.

- 4. Insurance by Lessee.** At all times during the term of this Lease or any renewal period, Lessee shall maintain at Lessee's own cost and expense, with a responsible insurance company or companies, policies of insurance covering Lessee's trade fixtures, furniture, furnishings and equipment and leasehold improvements, providing protection to the extent of not less than eighty percent (80%) of the insurable value of the same against all casualties under standard insurance industry practices under the classification of "fire and extended coverage". Lessee shall maintain, at Lessee's own expense during the term of this lease or any renewal thereof, policies of public liability and property damage insurance with a responsible insurance company or companies, naming Lessor as an additional insured, in amounts of not less than \$1,000,000 per person, \$1,000,000 per occurrence and \$1,000,000 property damage. Lessee shall furnish current certificates evidencing the existence of such coverage to Lessor and such certificate shall provide said policy will not be canceled without thirty (30) days written notice to Lessor.
- 5. Indemnity.** Lessee shall indemnify and hold harmless and pay on behalf of Lessor all loss claims, demands, expense and judgments against Lessor caused by or arising out of, directly or indirectly;

 - a. The performance of this agreement by Lessee,
 - b. The Lessee's occupancy or use of the Building or demised Premises,
 - c. Any business or operation of Lessee, or
 - d. Any matter or thing done, permitted, or omitted to be done by Lessee, its agents, employees, contractors, licensees, or invitees, whether occasioned by negligence or otherwise. Lessee's agreement to hold harmless and pay on behalf of Lessor shall extend to all losses, claims, demands and expense by reason of improper or faulty erection or construction of facilities, trade fixtures, or equipment installed on or in the demised Premises by Lessee.
- 6. Waiver of Subrogation.** Lessee does hereby relieve and release the Lessor and waive their entire claims of recovery for loss or damage to the demised premises of building, or loss of the use thereof, arising out of or incident to any occurrence or act covered by insurance then in force and being provided by Lessee, whether due to the negligence of the Lessor, their officers, agents, licensees, employees, guests, invitees, visitors or otherwise.
- 7. Fire and Casualty Resulting in Loss of Use by Lessee.** Should the premises above described be damaged in fire or other unavoidable casualty not caused by Lessee or its employees, and thereby rendered unfit for the use of occupancy of Lessee in its business, then in that event the rental to be paid by Lessee shall abate until the premises are fully repaired and restored by Lessor to its original or equivalent condition, provided in the event of such fire or casualty which renders premises unfit for the use of occupancy, either party may terminate this lease by delivering written notice to the other party within thirty (30) days following the loss of use or occupancy of said premises, and upon said termination, both parties and/or their assigns shall be released from any further liabilities hereunder, provided, however, that Lessor shall reimburse Lessee for the unused portion of any monthly rent paid by Lessee.

In the event neither party terminates this lease, Lessor shall be solely responsible for the restoration and/or repairs of said premises in the event of fire or casualty and Lessor shall restore and/or repair said premises to its original or equivalent condition. Said repairs and restoration to be completed as soon as reasonably possible.

- 8. Usage of Premises.** Lessee shall conduct an accounting business on said premises and shall not make or suffer any unlawful or improper or offensive use of the premises or any use of occupancy contrary to any law of the State of Kansas or any ordinance of the City of Hays, Kansas, now or hereafter made or usage which is injurious to Lessor's property.

Lessor represents and covenants that it has the authority to enter into this Lease, and that Lessee upon payment of the rentals and performance of the covenants, shall and may peaceably and quietly occupy the demised Premises during the term of this Lease and any renewal or extension thereof. Lessor agrees to make reasonable efforts to protect Lessee from interference or disturbance by other tenants or third persons; however, Lessor shall not be liable for any such interference or disturbance, nor shall Lessee be released from any obligations of this Lease because of such interference or disturbance.

- 9. Maintenance and Repair.** Lessor shall be responsible for the cost and expense of structural repairs to the foundation, exterior walls, and roof. Lessor shall make all other necessary repairs and replacements, including without limitation, by repair and replacement of the plumbing, lighting, heating, venting and air conditioning systems and shall perform all other maintenance to the leased premises. All repairs and replacement shall be of quality equal to the original work period. Lessee shall make no structural improvements or changes to the building without the prior consent of Lessor. Lessee shall provide all routine maintenance of the premises and shall keep the property in a clean, sightly, and healthful condition.

Lessor or its agents shall have the right to enter in or on the leased premises at any reasonable hours to examine the leased premises and to make such repairs, additions, or alterations as may be required herein which are necessary for the safety, improvements, or preservation of the leased premises. Lessee shall keep the leased premises in good, safe, and clean condition free of trash, rubbish, dirt, clutter and other obstructions or encumbrances. Lessor shall keep sidewalks clean of trash and debris and shall remove snow and ice therefrom.

- 10. Signage and Lighting.** Lessee shall be granted the right to utilize signage identifying Lessee's retail tradename at Lessee's expense either affixed to the interior side of the building front or exterior of the leased premises in a form and style approved by the Lessor which approval shall not be unreasonably withheld. No exterior lighting on the leased premises shall be constructed or installed without Lessor's prior approval.

- 11. Utilities.** Lessor shall pay for all water, gas, heat, and electricity on the leased premises. Telephone and any and all other utilities shall be responsibility of Lessee.

- 12. Remodeling or Structural Improvements.** Lessee shall have the obligation to conduct any construction or remodeling (at Lessee's expense) that may be required to use the Premises as specified above. Lessee may also construct such fixtures on the Premises (at Lessee's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Lessor which shall not be unreasonably withheld. Lessee shall not install awnings or advertisements on any part of the Premises without Lessor's prior written consent. At the end

of the lease term, Lessee shall be entitled to remove (or at the request of Lessor shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises as the commencement of this lease.

13. Dangerous Materials. Lessee shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained, and proof of adequate insurance protection is provided by Lessee to Lessor.

14. Compliance with Regulations. Lessee shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Lessee shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

15. Mechanics Liens. Neither the Lessee nor anyone claiming through the Lessee shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Lessee agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Lessee.

16. Assignability/Subletting. Lessee may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Lessee (from the ownership existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of Lessor, which shall not be unreasonably withheld.

17. Default. In the event Lessee fails to pay rent when due or if the premises become vacant or Lessee becomes financially insolvent or fails to comply with any other obligations provided for herein and after Lessor gives Lessee ten (10) days written notice of such failure, and the same is not remedied or cured, then in that event Lessee shall be deemed in default herein. Upon default, Lessor shall have the right to re-enter and re-let said premises applying any money collected first to the expenses of resuming or obtaining possession and second to restoring the premises to rental condition and then to the payment of rent and all other charges due Lessor under this agreement. Lessor shall further have the right to declare this lease terminated and shall be entitled to damages for breach thereof. In addition, Lessor shall have any and all other remedies to which it may be entitled at law or equity upon Lessee's uncured default.

18. Americans With Disabilities Act. Lessor covenants and represents that the leased premises comply with the Americans With Disabilities Act upon Lessee taking initial possession of the leased premises. Lessee covenants and represents that it will not alter the leased premises in such a manner as to cause the leased premises to become non-compliant with the Americans With Disabilities Act. The Lessee shall be responsible for all fines or penalties assessed by governing agencies as a result of Lessee's breach of this paragraph.

19. Governing Law. This Lease shall be construed in accordance with the laws of the State of Kansas.

20. Entire Agreement/Amendment. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

21. Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

23. Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LESSOR

Board of County Commissioners of Ellis County, Kansas

By _____
Robert "Butch" Schlyer, Chairperson

LESSEE

Adams Brown, LLC

By _____
Brian Staats, Managing Partner

ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: April 12th, 2021

TOPIC: Purple Wave Items

ACTION REQUESTED: Approval for staff to list surplus items on the Purple Wave Auction site.

MOTION NEEDED: Yes No

SUGGESTED MOTION LANGUAGE: None

DISCUSSION:

Usually about once a year, staff comes together to identify items and/or equipment no longer in use, have been replaced, or just needs to be removed from service. Over the last couple weeks department heads and elected officials have identified several items that could be sold on the governmental Purple Wave auction site. These items include the following:

Register of Deeds – Micro-printer with supplies and a table

EMS – Ambulance 637

County Fire – Engine 50

Solid Waste – Current scale trailer/office

Public Works – Pro-panel tin, cattle guard, air filter Toritt System, 4x4 signposts, grader water tanks, solvent tank, bulbs & ballasts for T-8's, 3.3 Cummins engine parts, old survey equipment, wooden benches, tractor canopy, traffic counters, sign brackets, laptop stands, plastic shelf, slope meters, and misc. tools, wrenches, sockets, and screw drivers.

Victoria Fire Department has also recently replaced their Self-Contained Breathing Apparatus. The city of Victoria has given approval to sell their old items on Purple Wave with our listings. The proceeds for their items will be paid directly to Victoria.

FINANCIAL IMPACT: The sale of the above listed items would be additional unplanned revenue for each department.

PRESENTED BY: Darin Myers, County Administrator

REVIEWED BY COUNTY ADMINISTRATOR: Yes No N/A

REVIEWED BY COUNTY COUNSELOR: Yes No N/A

ATTACHMENTS: None



ELLIS COUNTY
AGENDA ITEM COVER SHEET
COMMISSION AGENDA DATE: April 12th, 2021

TOPIC: Catharine Fire Protection Classification

ACTION REQUESTED: No action requested.

MOTION NEEDED: Yes No

SUGGESTED MOTION LANGUAGE: None

DISCUSSION:

Every couple years the services the local county fire department provide to their communities are evaluated by the Insurance Services Office. After the evaluation, a Property Protection Classification (PPC) rating is assigned to each department. This year, the Catharine (Ellis County Fire Department Company #2) fire station was evaluated.

These ratings are given based on how well-equipped fire departments are to put out structure fires in the community. The scores are based on a 1-10 scale, with a one being the highest rating possible, and a ten being the lowest score possible. A rating of 10 basically signifies as no fire protection available. This is a rating given to areas outside a five-mile radius of the fire station.

The ratings are split between different public safety services available outside the fire department like the dispatch center equipment, water supply, and fire prevention activities. For the fire service, items are evaluated like the size of the fire engine and its specifications, staffing levels, training, and equipment.

The rating for the are around the Catharine fire station will stay the same since its last evaluation. The three biggest limitations keeping the PPC the same is the smaller sized fire engine, inadequate water supply system provided to the fire hydrants, and it being a paid-per-call fire station.

FINANCIAL IMPACT: None

PRESENTED BY: Darin Myers, County Administrator

REVIEWED BY COUNTY ADMINISTRATOR: Yes No N/A

REVIEWED BY COUNTY COUNSELOR: Yes No N/A

ATTACHMENTS: Catharine Property Protection Classification





1000 Bishops Gate Blv. Ste 300
Mt. Laurel, NJ 08054-5404

t1.800.444.4554 Opt.2
f1.800.777.3929

March 29, 2021

Mr. Darin Myers, Chief
Ellis CO FD 2
1105 East 22nd Street
Hays, Kansas, 67601

RE: Ellis Co Fd 2, Ellis County, Kansas
Public Protection Classification: 09/10
Effective Date: July 01, 2021

Dear Mr. Darin Myers,

We wish to thank you and Mr. Darin Myers for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."

- Communities graded with single “9” or “8B” classifications will remain intact.
- Properties over 5 road miles from a recognized fire station would receive a class 10.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

Alex Shubert

Alex Shubert
Manager -National Processing Center

cc: Ms. Carolyn McCollum, Director, Hays Communication Center
Mr. Darin Myers, Chief, Ellis County Rural Fire District 2