

Members of the public wishing to speak during Public Comment or on Items of Business must register with the County Clerk prior to the beginning of the meeting.

AGENDA

BOARD OF FRANKLIN COUNTY COMMISSIONERS Wednesday, July 13, 2016 | 8:30 a.m.

TO BE HELD IN THE ANNEX COMMISSION CHAMBERS

A. CALL TO ORDER

B. ROLL CALL:

Waymire Howard Dunn Harris Renoud

C. PLEDGE OF ALLEGIANCE

D. INVOCATION:

1. Invocation Led By Rev. Craig Robertson, First Christian Church, Ottawa, Kansas.

E. CORRESPONDENCE & ORGANIZATIONAL BUSINESS

F. PUBLIC COMMENT:

A citizen desiring to speak on an item not on the agenda may do so at this time. Discussion is limited to five minutes and the Commission will not take action or discuss items at this time. Discussion should be limited to matters of County Commission business and public comment is not permitted in regard to personnel matters or on pending legal matters. Items introduced under '**Public Comment**' may become agenda items at a later date.

G. CONSENT AGENDA:

Items listed on the '**Consent Agenda**' are considered routine and shall be enacted by one motion of the Board of Commissioners with no separate discussion. If separate discussion is desired by a member of the Governing Body, that item may be removed from the '**Consent Agenda**' and placed on the regular agenda '**Items of Business.**'

1. Consider And Approve Budget Study Session Minutes June 16, 2016, Budget Study Session Minutes June 17, 2016 And Franklin County Minutes For June 29, 2016.
2. Consider And Approve Claim Vouchers And Tax Change Orders.

H. ITEMS OF BUSINESS:

1. Approve Proclamation To Re-Commit To Full Implementation Of The ADA. Gayla Wilkins, Human Resource Director

Documents:

[2016 0713 ada proclamation.pdf](#)
[proclamation to support the ada 713.pdf](#)

2. Approval Of Rezoning Application #1605-1398 (Bove) To Rezone Approximately 10.00 Acres From An A-1 (Agriculture) Zoning District To An R-E (Residential Estate) Zoning District. Larry Walrod, Planning & Building Director

Documents:

[07132016 rezone bove cv.pdf](#)
[07132016_1605-1398_bove attachments.pdf](#)

3. Discuss And Approve To Allow SCS Engineers To Perform The Groundwater Monitoring Event. Jon Hiatt, Solid Waste & Recycling Center Director

Documents:

[2016 0711 groundwater monitoring cv1.pdf](#)
[scs groundwater monitoring proposal.pdf](#)

4. Discuss And Designate Voting Delegates For The Kansas Association Of Counties Board. Janet Paddock, County Clerk

Documents:

[2016 0713 kac delegates.pdf](#)

I. STAFF REPORTS

J. COMMISSIONER COMMENTS AND BOARD REPORTS

K. ENTER INTO EXECUTIVE SESSION FOR A MATTER OF ATTORNEY/CLIENT PRIVILEGE (20 MINUTES).

L. CONSIDER A MOTION FOR ADJOURNMENT

M. INFORMATION AND ANNOUNCEMENTS:

1. UpComing Events

- Commission Meeting on July 20, 2016 at 8:30 A.M.
- Joint City/County/School Board Luncheon on July 20, 2016 at USD 290 at Noon.
- Commission Study Session on July 25, 2016 at 8:30 A.M.
- Commission Meeting on July 27, 2016 at 8:30 A.M.
- Commission Meeting on Aug. 3, 2016 at 8:30 A.M.
- Commission Study Session on Aug. 8, 2016 at 8:30 A.M.
- Commission Meeting on Aug. 10, 2016 at 8:30 A.M.

- Commission Meeting on Aug. 17, 2016 at 8:30 A.M.

Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners
From: Gayla Wilkins
Department: Human Resources
Date: 7/13/16

AGENDA ITEM NARRATIVE

Proclamation to Re-Commit to Full Implementation of the ADA.

BACKGROUND

On July 26, 1990, President George Bush signed into law the Americans with Disabilities Act (ADA) to ensure the civil rights of people with disabilities. July 26, 2016, marks the 26th anniversary of the signing of the ADA. In celebration of this event, organizations are asked to reaffirm the principles of equality and inclusion and recommit their efforts to reach full ADA compliance.

SPECIFIC ACTION REQUESTED

Approve the Proclamation to Re-commit to Full Implementation of the ADA to emphasize Franklin County's commitment to this celebration and to reaching full ADA compliance.

ATTACHMENTS

Proclamation

Proclamation

16-

Recommit to Full Implementation of the ADA

WHEREAS, on July 26, 1990, President George H.W. Bush signed into law the Americans with Disabilities Act (ADA) to ensure the civil rights of people with disabilities and on September 17, 2008 President George W. Bush signed the ADA Amendments Act to re-establish the civil rights of people with disabilities, and

WHEREAS, this legislation established a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities, and

WHEREAS, the ADA has expanded opportunities for Americans with disabilities by reducing barriers and changing perceptions, and increasing full participation in community life. However, the full promise of the ADA will only be reached if we remain committed to continue our efforts to fully implement the ADA, and

WHEREAS, on this 26th anniversary of the Americans with Disabilities Act, we, Franklin County, celebrate and recognize the progress that has been made by reaffirming the principles of equality and inclusion and recommitting our efforts to reach full ADA compliance, and

NOW THEREFORE, we the Franklin County Board of Commissioners do hereby reaffirm to continue to work toward full ADA compliance in Franklin County Kansas.

Dated this ____ day of July, 2016.

Richard A. Howard, Chairman

Attested and Recorded, this _____ day of July, 2016.

Janet Paddock, County Clerk

Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners
From: Larry D. Walrod
Department: Planning & Building
Date: Wednesday, July 13, 2016

AGENDA ITEM NARRATIVE

Approval of Rezoning Application #1605-1398 (Bove) to rezone approximately 10.00 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District.

BACKGROUND

The applicant is requesting to rezone approximately 10.00 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District. The property is located near the intersection of Pawnee Road and Kentucky Road, on the North side of Pawnee Road and approximately one-quarter (1/4) mile East of Kentucky Road.

The purpose for the rezoning is to permit the division of 10.00 acres, with the existing residence and outbuildings, from the approximately eighty-two (82.00) acre tract for refinancing purposes. The applicant would retain the remaining approximately 72.00 acres for agricultural purposes.

The Planning Commission recommended approval of rezoning application #1605-1398 (Bove) to rezone approximately 10.00 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District.

SPECIFIC ACTION REQUESTED

Staff recommends that the County Commissioners accept the Planning Commission's recommendation and adopt the attached resolution for the approval of Rezoning Application #1605-1398 (Bove) to rezone approximately 10.00 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District and to amend the Official Zoning Map accordingly.

ATTACHMENTS

Aerial photos (2)
Survey
Resolution

**BOARD OF COUNTY COMMISSIONERS
OF
FRANKLIN COUNTY, KANSAS**

RESOLUTION NO. 16- _____

A RESOLUTION AMENDING THE
OFFICIAL ZONING DISTRICT MAP OF FRANKLIN COUNTY, KANSAS

WHEREAS, the Franklin County Planning Commission of Franklin County, Kansas, received an application for a Zone Change from Michael Bove to rezone approximately 10.00 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District. The property described below lies outside any incorporated city and is described as follows:

New Tract:

Commencing at the Southeast Corner of the Southeast Quarter of Section 21, Township 16 South, Range 19 East of the Sixth P.M., being marked with an existing 1" iron bar; THENCE South 88 degrees 23 minutes 59 seconds West 1418.89 feet on the South line of said Southeast Quarter to the True Point of Beginning, being marked with a ½" iron bar; THENCE South 88 degrees 23 minutes 59 seconds west 589.98 feet to a ½" iron bar; THENCE North 01 degrees 36 minutes 01 seconds West 738.33 feet to a ½" iron bar; THENCE North 88 degrees 23 minutes 59 seconds East 589.98 feet to a ½" iron bar; THENCE South 01 degrees 36 minutes 01 seconds East 738.33 feet to the Point of Beginning, containing 10.00 acres more or less, all in Franklin County Kansas.

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission has published in the official county newspaper on the 19th day of May, 2016, notice of public hearing for said Zoning Change Request; and

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission held a public hearing on June 16th, 2016 regarding said Zoning Change Request; and

WHEREAS, the Franklin County Planning Commission, on June 16th, 2016 in regular session and by a unanimous vote of those members present, approved said Zoning Change request based upon certain findings of fact, whereby recommending that the Official Zoning District Map of Franklin County, Kansas be amended; and

WHEREAS, the Franklin County Board of County Commissioners, after duly reviewing the recommendation of the Planning Commission and considering all public comments and concerns regarding said Zoning Change, find that the rezoning of said property would not be detrimental to the surrounding properties and would be in compliance with the provisions of K.S.A. 12-753, the purpose and intent of the Franklin County Comprehensive Plan and the general welfare of the citizens of Franklin County.

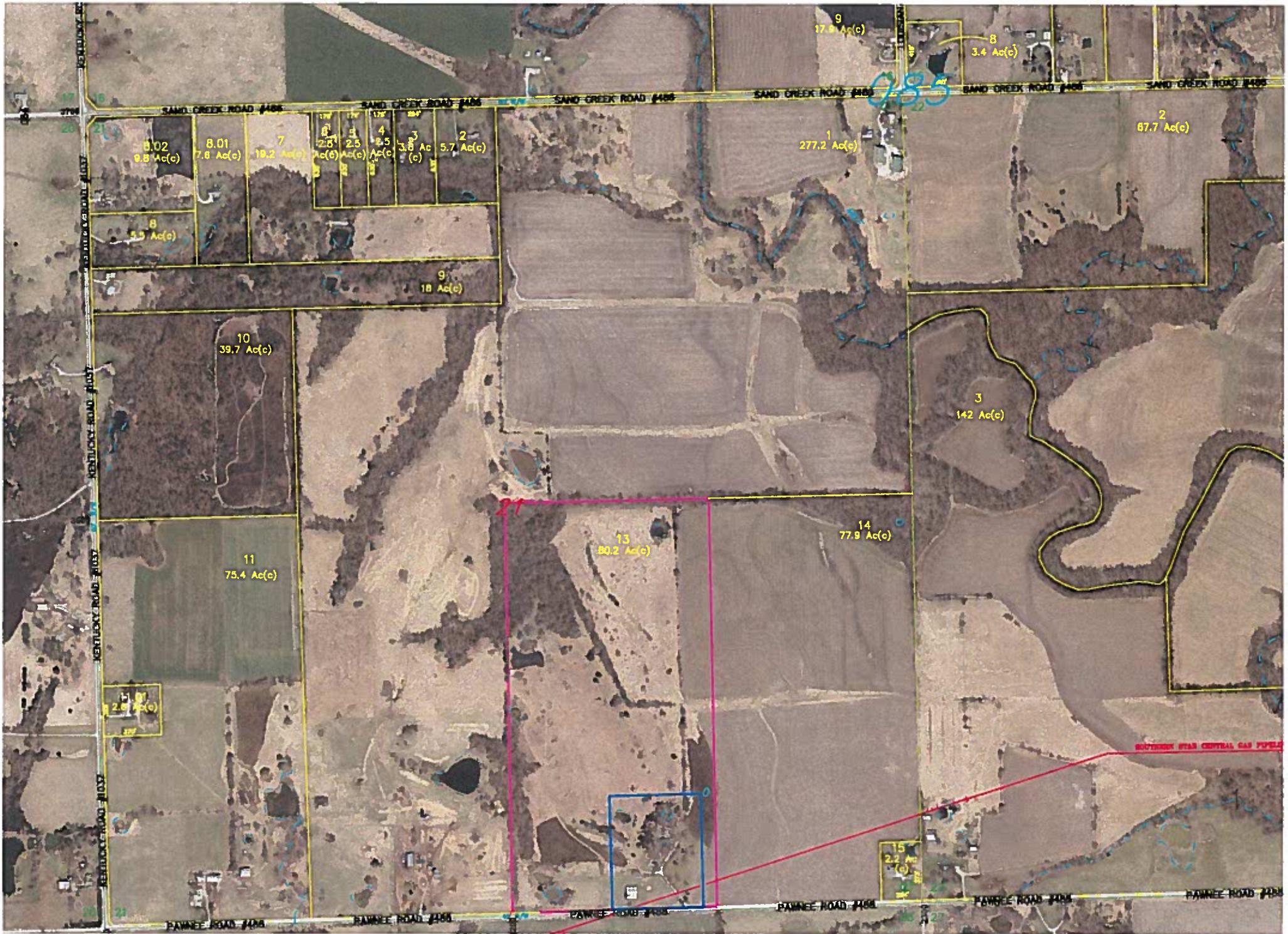
NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of County Commissioners does hereby approve the rezoning of the above described tract of land from an "A-1" Agriculture District to an "R-E" Residential Estate District and that the Official Zoning District Map of Franklin County, Kansas be amended to reflect the approved zoning change.

PASSED AND ADOPTED by the Franklin County Board of County Commissioners this 13th day of July, 2016. This action shall become effective upon publication in the official county newspaper.

Richard A. Howard
Chairman

Received and recorded this the 13th day of July, 2016.

Janet Paddock
County Clerk



21

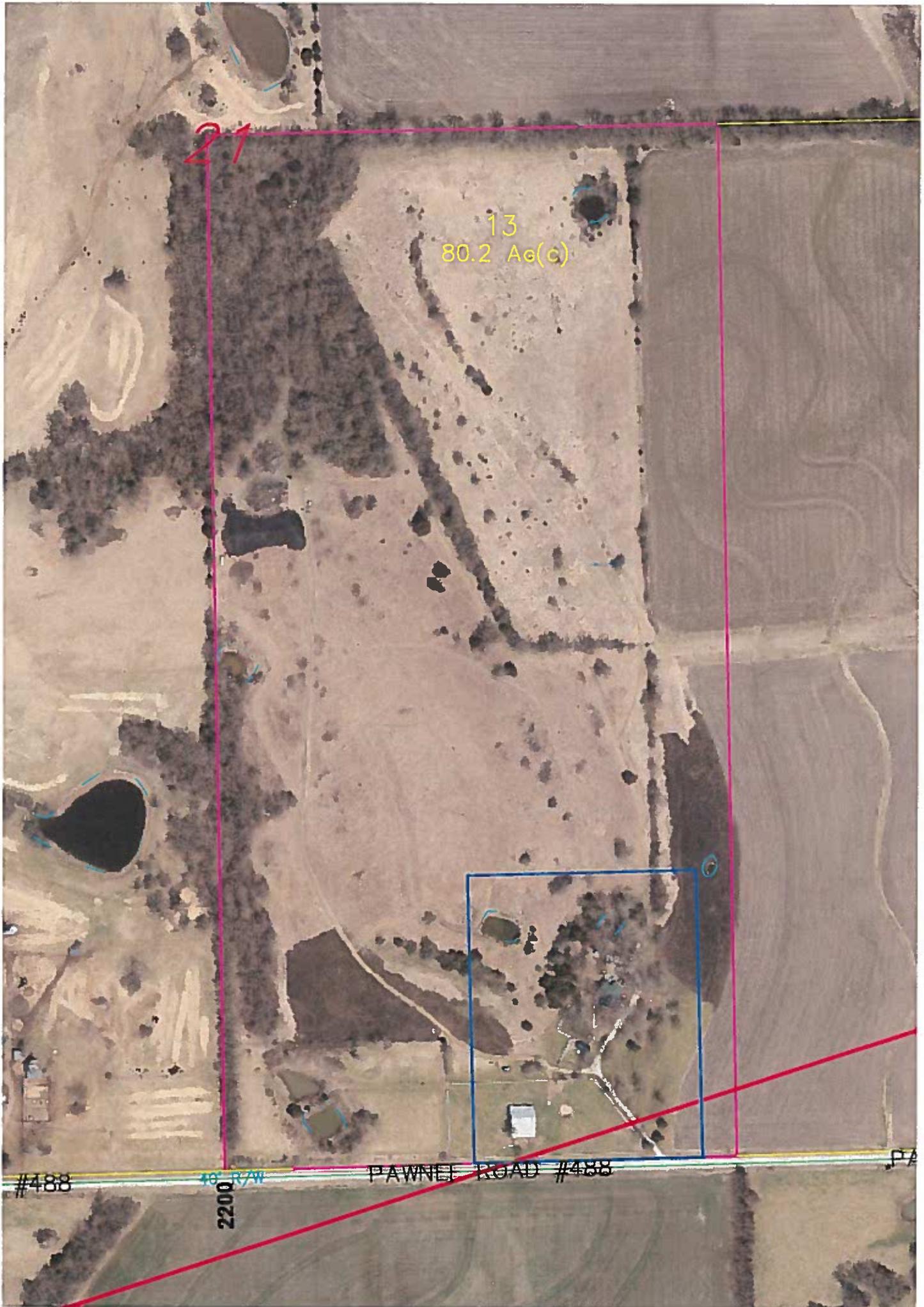
13
80.2 Ac(c)

#488

40' R/W
2200

PAWNEE ROAD #488

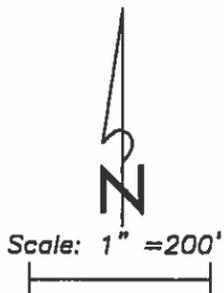
PA



3073

This survey has been reviewed and approved for filing, pursuant to K.S.A. 58-2005 for content only and is in compliance with this act. No other warranties are extended or implied.

Approved by: _____ Date: _____
 JAMES D. SCHMITZ PS 727



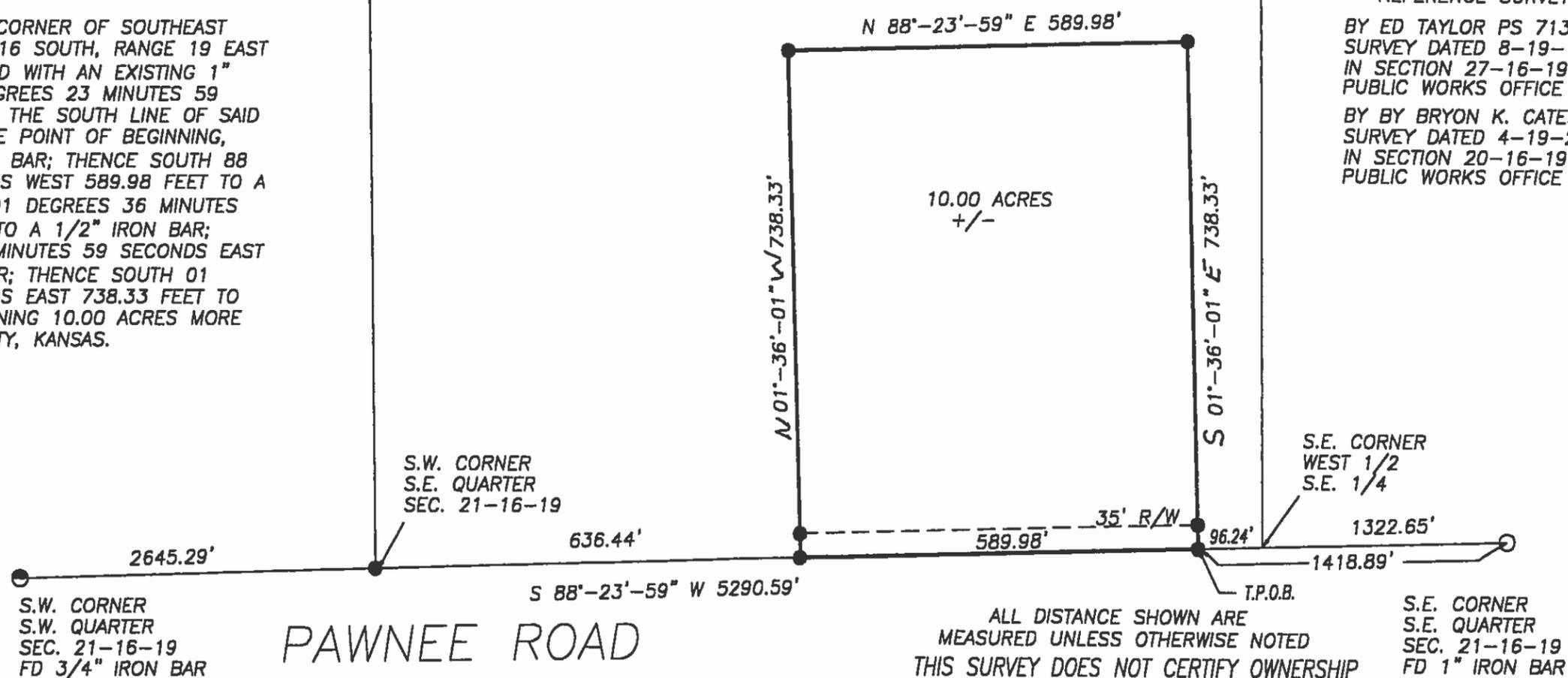
CERTIFICATE OF LOT SPLIT APPROVAL (LSA)
 STATE OF KANSAS
 FRANKLIN COUNTY
 I hereby certify that this (LSA) has been examined and found to comply with the Subdivision Regulation of Franklin County, Kansas, and is, therefore, approved for recording.
 Signed the _____ day of _____

Larry D. Walrod - Planning Director

NEW DESCRIPTION;
 COMMENCING AT THE SOUTHEAST CORNER OF SOUTHEAST QUARTER SECTION 21, TOWNSHIP 16 SOUTH, RANGE 19 EAST OF THE SIXTH P.M., BEING MARKED WITH AN EXISTING 1" IRON BAR; THENCE SOUTH 88 DEGREES 23 MINUTES 59 SECONDS WEST 1418.89 FEET ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE TRUE POINT OF BEGINNING, BEING MARKED WITH A 1/2" IRON BAR; THENCE SOUTH 88 DEGREES 23 MINUTES 59 SECONDS WEST 589.98 FEET TO A 1/2" IRON BAR; THENCE NORTH 01 DEGREES 36 MINUTES 01 SECONDS WEST 738.33 FEET TO A 1/2" IRON BAR; THENCE NORTH 88 DEGREES 23 MINUTES 59 SECONDS EAST 589.98 FEET TO A 1/2" IRON BAR; THENCE SOUTH 01 DEGREES 36 MINUTES 01 SECONDS EAST 738.33 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES MORE OR LESS, ALL IN FRANKLIN COUNTY, KANSAS.

REMAINDER TRACT NOT SURVEYED AT THIS TIME SHOWN FOR INFORMATION ONLY
 WEST HALF S.E. 1/4 SEC. 21-16-19

- LEGEND:
 ● 3/4" IRON BAR FOUND USED ON DATED 4-19-2000
 ○ 1" IRON BAR USED BY TAYLOR PS 713
 ● 1/2"x24" Iron bar w/l.D. Cap 1208 set by Bryon K. Cates this survey
 T.P.O.B. = TRUE POINT OF BEGINNING



- Surveyor's Notes
- The bearings shown hereon are based on South line section Sec. 21-16-19 Assumed S 88°-23'-59" W
 - No underground or above ground utilities were located or shown this survey. by agreement with client.
 - There are no known discrepancies between ownership or possession, fences, easements, setback, structures, gaps or overlaps unless shown.
 - No Easements or setbacks shown by agreement with client.

REFERENCE SURVEY:
 BY ED TAYLOR PS 713
 SURVEY DATED 8-19-1993
 IN SECTION 27-16-19
 PUBLIC WORKS OFFICE
 BY BY BRYON K. CATES PS 1208
 SURVEY DATED 4-19-2000
 IN SECTION 20-16-19
 PUBLIC WORKS OFFICE



ALL DISTANCE SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
 THIS SURVEY DOES NOT CERTIFY OWNERSHIP

S.E. CORNER S.E. QUARTER SEC. 21-16-19
 FD 1" IRON BAR

CATES SURVEYING INC. Bryon K. Cates Professional Surveying Services 790 Pawnee Rd. Pomona, KS 66076 Phone 785-566-3391 Fax 785-566-3391	I Bryon K. Cates, A Professional Land Surveyor in the State of Kansas do hereby certify that this Plat represents the true and accurate results of a survey completed on the ground under my direct supervision on JUNE 19, 2016.	SURVEY PERFORMED BY: Bryon K. Cates P.S. #1208		SURVEY ORDERED BY MICHAEL R. BOVE SEC. 21-16-19 FRANKLIN COUNTY, KANSAS		JOB# 18081581
		PAGE 1 OF 1		JUNE 19, 2016	LOT SPLIT SURVEY	

Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners
From: Jon Hiatt
Department: Solid Waste
Date: 7/11/16

AGENDA ITEM NARRATIVE

Closed MSW (Municipal Solid Waste) Landfill Groundwater Sampling

BACKGROUND

The MSW landfill has been closed since 1995 and KDHE requires scheduled testing of groundwater around closed MSW landfills to ensure the natural groundwater is not being negatively impacted, monitoring wells are installed for these testings. KDHE is requesting groundwater sampling this year from 14 monitoring wells.

SPECIFIC ACTION REQUESTED

Discuss allowing SCS Engineers to perform the groundwater monitoring event as proposed in attached proposal.

ATTACHMENTS

SCS Engineers Proposal

SCS ENGINEERS

June 10, 2016
270339216

Mr. Jon Hiatt
Solid Waste & Recycling Director
Franklin County, Kansas
2017 South Elm Street
Ottawa, Kansas 66067

Subject: **Groundwater Monitoring Proposal
Franklin County Landfill, Ottawa, Kansas**
Kansas Solid Waste Permit Number 0159

Dear Mr. Hiatt,

SCS Engineers appreciates the opportunity to provide this proposal to assist Franklin County with groundwater monitoring services associated with the closed municipal solid waste unit.

SCOPE OF SERVICES

Based on telephone conversation and email correspondence on May 17, 2016 with Ms. Maureen Ruhlman, Kansas Department of Health and Environment (KDHE) – Bureau of Environmental Remediation (BER), 14 site monitoring wells will be sampled during the 2016 sampling event: MW-1 through MW-7, MW-7S, MW-8 through MW-11, TW-4, and TW-6 (see Site Map, **Attachment A**). SCS will provide groundwater sampling and reporting services as proposed in the following paragraphs.

Monitoring Activities

SCS will notify the KDHE-BER at least one week in advance of groundwater sampling activities. The 19 existing site monitoring wells will be gauged, including static water levels and total well depth measurements, and the 14 KDHE-selected monitoring wells will be purged and sampled in accordance with standard KDHE groundwater monitoring protocols. In addition to samples from the monitoring wells, one field duplicate and a trip blank sample will be used to assess sample quality during the sampling event. SCS will coordinate with a Kansas-certified analytical laboratory to order sampling containers and obtain analytical results. SCS will provide the necessary sampling equipment.

As required by KDHE, samples collected from each monitoring well and the duplicate sample will be submitted for the following analyses:

- Dissolved heavy metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver);



- Geochemicals (alkalinity, calcium, chemical oxygen demand (COD), chloride, nitrate, nitrite, dissolved potassium, dissolved sodium, sulfate, and total dissolved solids); and
- Appendix I volatile organic compounds (VOCs) as listed on the *KDHE Recommended Groundwater Monitoring Parameters and Detection Limits for Landfills Closing Prior to 4/9/94 (Attachment B)*.

Groundwater samples to be submitted for heavy metals analysis will be field filtered. The trip blank sample will be submitted for VOC analysis only.

Groundwater Monitoring Report

SCS will review field documentation and information received from the laboratory for completeness and quality. This will include a review of field procedures, laboratory extraction and holding times, recovery accuracies, method blanks, and spike and spike duplicate results. Data will be qualified as necessary.

Upon completion of the data review, SCS will prepare a report detailing the monitoring event. The report will include a summary of the field sampling activities and water level information, a piezometric surface map, laboratory analytical findings, and conclusions. The report will be in a format suitable for submittal to the KDHE.

PROJECT COSTS

SCS anticipates the following costs will be required to complete the activities described for performing groundwater monitoring. Services will be invoiced on a lump sum basis. A detailed cost estimate spreadsheet is attached (**Attachment C**).

<u>Description</u>	<u>Fee</u>
Groundwater Monitoring	
Monitoring Activities.....	\$7,360
<i>Note: Approx \$5,000 of this subtotal is analytical costs.</i>	
Groundwater Monitoring Report	\$1,500
Total	\$8,860

ASSUMPTIONS

In preparing this scope of work described herein, SCS assumes that Franklin County will make available all pertinent information related to the assignment, including but not limited to: previous reports, historical data (electronic and hard-copy), sampling and analysis plans, a site topographic map and other pertinent survey information in AutoCAD format. SCS shall rely on information made available by Franklin County as accurate without independent verification.

GENERAL CONDITIONS

SCS appreciates the opportunity to submit this proposal to Franklin County for environmental consulting assistance and groundwater monitoring services at the Franklin County Landfill. All



work will be conducted in accordance with the Terms and Conditions attached to this proposal (**Attachment D**). If the proposal presented herein meets your approval, work may begin by completing the signature block at the end of the Terms and Conditions, and returning a copy for our records.

We are available to start work on this project immediately. We look forward to discussing questions or comments you may have concerning this proposal. Please feel free to contact us at (913) 681-0030.

Sincerely,



Susan L. McCart, P.E., P.G.
Senior Project Manager
SCS ENGINEERS



Floyd Cotter, P.E.
Vice-President
SCS ENGINEERS

Attachments



Attachment A

Site Map

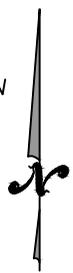


AERIAL SOURCE: GOOGLE EARTH, 2006



LEGEND:

-  EXISTING MONITORING WELL
-  GROUNDWATER FLOW DIRECTION



SCS ENGINEERS

7311 West 130th Street, Suite 100
Overland Park, Kansas 66213

SITE MAP
CLOSED FRANKLIN COUNTY LANDFILL
3323 OSBORNE TERRACE
OTTAWA, KANSAS

Project Mgr. SLM	Drawn By LAM	Designed By LAM	Project No.
Scale AS SHOWN	Date 5/17/2016	File Name FranklinCoLF_2016.dwg	Drawing No. 1

Attachment B

Appendix I Groundwater Parameters



**KDHE RECOMMENDED GROUNDWATER MONITORING
PARAMETERS AND DETECTION LIMITS FOR
LANDFILLS CLOSING PRIOR TO 4/9/94**

HEAVY METALS: (Detection Limits)

Dis-Arsenic*	5 ug/l
Dis-Barium*	50 ug/l
Dis-Cadmium*	1 ug/l
Dis-Chromium*	5 ug/l
Dis-Lead*	5 ug/l
Dis-Mercury*	.5 ug/l
Dis-Selenium*	5 ug/l
Dis-Silver*	5 ug/l

GEOCHEMICALS:

Alkalinity
Calcium
Chemical Oxygen Demand (COD)
Chloride
Nitrate
Nitrite
Potassium, dissolved
Sodium, dissolved
Sulfate
Total Dissolved Solids (TDS)

ORGANICS: (Detection Limits)

(METHOD 8260 OR 624)

Acetone	100 ug/l
Benzene*	0.5 ug/l
Bromodichloromethane	0.5 ug/l
Bromomethane	0.5 ug/l
Bromoform	0.5 ug/l
2-Butanone (MEK)	100 ug/l
Carbon Disulfide	0.5 ug/l
Carbon Tetrachloride	0.5 ug/l
Chlorobenzene	0.5 ug/l
Chloroethane	0.5 ug/l
2-Chloroethylvinyl ether	5 ug/l
Chloroform	0.5 ug/l
Chloromethane	0.5 ug/l
Dibromochloromethane	0.5 ug/l
1,1-Dichloroethane	0.5 ug/l
1,2-Dichloroethane*	0.5 ug/l
1,1-Dichloroethene*	0.5 ug/l
cis/trans-1,2 Dichloroethene	0.5 ug/l
1,2-Dichloropropane*	0.5 ug/l
cis-1,3-Dichloropropene	0.5 ug/l
trans-1,3-Dichloropropene	0.5 ug/l
Ethylbenzene*	0.5 ug/l
2-Hexanone	50 ug/l
4-Methyl-2-pentanone	50 ug/l
Methylene Chloride	0.5 ug/l
Styrene*	0.5 ug/l
Tetrachloroethene*	0.5 ug/l
Toluene*	0.5 ug/l
Total Xylenes*	0.5 ug/l
1,1,2,2-Tetrachloroethane	0.5 ug/l
1,1,1-Trichloroethane*	0.5 ug/l
1,1,2-Trichloroethane	0.5 ug/l
Trichloroethene*	0.5 ug/l
Vinyl Acetate	50 ug/l
Vinyl Chloride	0.5 ug/l

*MCL promulgated

Attachment C

Cost Estimate Spreadsheet

Franklin County Landfill
Ottawa, Kansas
Kansas Solid Waste Permit Number 0159

June 10, 2016

	RATE	x	QUANTITY	UNIT	=	COST
<u>Groundwater Monitoring</u>						
Personnel						
Project Manager	\$125.00	x	1	Hour	=	\$125.00
Sampling Technician	\$70.00	x	20	Hours	=	\$1,400.00
Expenses						
Interface Probe	\$65.00	x	2	Days	=	\$130.00
Support Truck	\$100.00	x	2	Days	=	\$200.00
Field Supplies (includes bailers, gloves, filters, tools, etc)	\$40.00	x	14	Wells	=	\$560.00
Subcontractor						
Dissolved Heavy Metals	\$99.00	x	15	Samples	=	\$1,485.00
Geochemicals	\$172.00	x	15	Samples	=	\$2,580.00
VOCs	\$55.00	x	16	Samples	=	\$880.00
Subtotal:						\$7,360.00
<u>Reporting</u>						
Groundwater Monitoring Report	\$1,500.00	x	1	Each	=	\$1,500.00
Subtotal:						\$1,500.00
Total:						\$8,860.00

Attachment D

Terms and Conditions

SCS ENGINEERS

TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

- 1. SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
- 2. PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
- 3. OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
- 4. INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
- 5. INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

- 6. STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
- 7. LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$50,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
- 8. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
- 9. SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
- 10. THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
- 11. UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
- 12. CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.

13. DISPUTE RESOLUTION: In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

14. TESTING AND OBSERVATION SERVICES: If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.

15. SOIL BORING AND TEST LOCATIONS: The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.

16. ON SITE SERVICES: Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.

17. TERMINATION: Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.

18. CONFIDENTIALITY: SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.

19. SEVERABILITY: If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

20. GENERAL RESPONSIBILITIES OF CLIENT: Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

21. GOVERNING LAW: Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

22. ENTIRE AGREEMENT—PRECEDENCE: These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS Engineers

Franklin County, Kansas

By Susan L. McCart
Signature

By _____
Signature

Susan McCart
Typed Name

Typed Name

Senior Project Manager
Title

Title

June 10, 2016
Date of Signature

Date of Signature

2016 STANDARD FEE SCHEDULE

Labor Category	Rate
Senior Project Advisor	\$210
Senior Project Director	\$185
Project Director	\$170
Project Advisor	\$160
Senior Project Manager	\$150
Project Manager	\$135
Senior Project Professional	\$125
Project Professional	\$110
Staff Professional	\$95
Associate Professional	\$85
Designer	\$75
CADD/Graphics	\$65
Senior Technician	\$75
Technician	\$60
Project Administrator	\$75
Administrative Assistant	\$55

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2016. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.



Printing Services

24-inch by 36-inch plots	\$25.00 each
36-inch by 48-inch plots	\$25.00 each
Additional Report Copies (varies depending on report)	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost plus 15%

Per Diem and Travel

Hotel, Airfare	Cost plus 15%
Full-Day Meal Allowance.....	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

Field Equipment and Supplies

Track-mounted Geoprobe®	\$750.00 per day
All Terrain Vehicle (ATV/UTV)	\$75.00 per day
Field Sampling Trailer	\$350.00 per day
GPS Surveying System	\$225.00 per day
Total Station Survey Equipment	\$120.00 per day
Misc. Survey Tools/Equipment	\$10.00 per day
Nuclear Density Gauge	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot).....	\$30.00 per day
Oil/Water Interface Probe	\$60.00 per day
pH/Temperature/Conductivity Meter (for water)	\$20.00 per day
Peristaltic Pump	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Measuring Tape/Wheel.....	\$5.00 per day
Hand-held GPS Unit	\$25.00 per day
Generator.....	\$75.00 per day
Air Compressor (5 gallon)	\$25.00 per day
Electro fusion Machine	\$120.00 per day
Flow-Thru Multi-Parameter Meter	\$150.00 per day
Turbidimeter	\$35 per day
Composite Sampler.....	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Digital Camera	\$10 per day
Expendable Equipment, Supplies & Rentals	Cost + 15%

Note: The rates shown above are effective through December 31, 2016 and are subject to revision thereafter.

Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners
From: Janet Paddock
Department: County Clerk's Office
Date: July 13, 2016

AGENDA ITEM NARRATIVE

The Franklin County Board of Commissioners should elect a voting delegate and two alternate delegates for the 41st Annual Kansas Association of Counties Conference.

BACKGROUND

The Kansas Association of Counties Conference is held annually. A business meeting is held at the annual conference that each county sends a voting representative to. Franklin County needs to elect one voting member and two alternates for the conference that must be submitted prior to October 21, 2016.

SPECIFIC ACTION REQUESTED

Elect one voting delegate and two alternate voting delegates for the 41st Annual Kansas Association of Counties Conference.

ATTACHMENTS

None