

MINUTES FOR FEBRUARY 13, 2017
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Chairman Collins called the regular session of the Cherokee County Board of Commissioners (The Board), to order and led all in attendance in the Pledge of Allegiance at 9:00 AM on Monday, February 13, 2017 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Pat Collins, Neal Anderson, Cory Moates, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt, and Machel Smith

A motion was made by Commissioner Moates to approve the Minutes of the February 6, 2017 BOCC meeting as written. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

A motion was made by Commissioner Anderson to approve the Payroll for the period ending February 3, 2017. The motion was seconded by Commissioner Moates. The motion carried 3-0.

A motion was made by Commissioner Moates to approve the Accounts Payable for the period ending February 6, 2017. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

The Board signed the Quit Claim Deed on the county owned property that was sold by sealed bid to Mike and Karen Langerot at last week's meeting.

Leonard Vanatta - County Road Supervisor

He appeared before the Board on routine county road business.

Terry Clugston - County Under-Sheriff

He appeared before the Board regarding the mobile computers that are being installed in the patrol units as part of a Justice Grant that was received. There will be additional funds needed to tie the mobile computers to the CAD system in dispatch. He is asking for permission to use proceeds from the 911 Fund for that purpose. The Board approved his request.

Clerk Edmondson presented for a first read, an amended resolution for the Code of Ethics Policy that would replace Resolution 18-2016. The purpose is to add a penalty section to the policy as requested by the SEK Regional Planning Commission. The resolution would need to be adopted prior to awarding the contract on the CDBG Galena Bridge project. The Board placed it on the agenda for a second read on February 27th prior to awarding the contracts.

The Board discussed the membership renewal invoice with the League of Kansas Municipalities. They discussed the benefits received and the fact that the membership cost increased \$475 this year.

A motion was made by Commissioner Anderson not to renew the membership with the League of Kansas Municipalities for 2017. The motion was seconded by Commissioner Moates. The motion carried 3-0.

Dale Helwig - County Extension Agent

He appeared before the Board to remind them that there is a meeting at 1:00 PM today in the Economic Development Office. The meeting will be a conference call with the Rawlins County Extension Council explaining how they have been involved with economic development and utilized a program offered through Kansas State University. Commissioner Anderson stated that he would attend the meeting to represent the Board.

At 10:00 AM. the Board conducted the opening of sealed proposals for the Galena Viaduct Improvement Project as published. Carey Spoon from the SEK Regional Planning Commission appeared for the opening. A total of six bids were received prior to the 10:00 AM deadline.

Carey Spoon opened and read the bids with the total bid prices as follows.

Wildcat Construction, \$397,456.00

Mission Construction, \$364,795.17

B&B Bridge Company, \$375,281.53

Louis Company, \$232,555.55

PCi Roads, \$294,391.01

Bettis Asphalt & Construction, \$302,472.00

Carey made the recommendation to review the bids with the construction engineer for two weeks and to award the contract at the Board's next meeting on February 27th.

A motion was made by Commissioner Collins to have the construction engineer review the bids and to award the contract on February 27th. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Mike Williams - Pro Energy Solutions

He appeared before the Board regarding the natural gas service to the Courthouse. They are the natural gas provider for the Law Enforcement Center. He stated that the standards have been lowered and the Courthouse would now qualify for their program. He provided a cost saving estimate as compared to current costs with Kansas Gas Service. The Board took it under advisement until the next meeting on February 27th.

Jim Burton - Cherokee County Solid Waste Committee

He appeared before the Board regarding the E-Waste collection program. He stated that 178,000 pounds of waste have been collected since the program started, with a large percentage of that coming from the 66725 zip code area. He stated that TV's and computers are the main items being collected. He is asking the Board to consider reinstating the \$1,500 for that program that was cut from this year's budget. They have set a tentative date of April 22nd for the collection and the American Legion has agreed to the usage of the fairgrounds for the collection. Donations are accepted by those utilizing the service to help offset the cost. The Board took it under advisement until February 27th.

Betha Elliott - Health Department Director

She appeared before the Board asking to make one of her part-time employees a full-time employee at the same rate of pay. The employee has been part-time for three years and 95% of her wages come from WIC funds. The Board approved her request.

The Board discussed an agreement that was prepared by Counselor Wright with Attorney Robert Myers to conduct future tax foreclosure sales for the County.

A motion was made by Commissioner Moates to enter a contract with Attorney Robert Myers to provide services for future delinquent tax sales. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

A motion was made by Commissioner Anderson to enter Executive Session with the Board for the purpose of Non-Elected Personnel for a period of 10 minutes. The motion was seconded by Commissioner Moates. The motion carried 3-0 at 10:55 AM.

The meeting reconvened at 11:05 AM.

No action was taken during the Executive Session.

A motion was made by Commissioner Moates to appoint Attorney Doug Steele to the Contract Attorney Position for 2017. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

A motion was made by Commissioner Moates to appoint Attorney Kevin Cure to the Contract Attorney Position for 2017. The motion was seconded by Commissioner Collins. The motion carried 2-1 with Commissioner Anderson voting no.

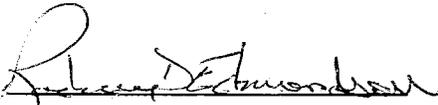
A motion was made by Commissioner Anderson to appoint Attorney Tiana McElroy to the Contract Attorney Position for 2017. The motion was seconded by Commissioner Moates. The motion carried 3-0.

A motion was made by Commissioner Anderson to appoint Attorney Candace Gayoso to the Guardian Ad Litem Contract Attorney Position for 2017. The motion was seconded by Commissioner Moates. The motion carried 3-0.

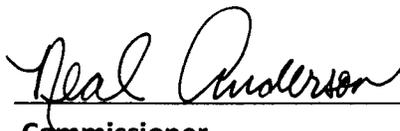
Commissioner Anderson made a motion to adjourn until the next regular meeting set for Monday, February 27, 2017 at 9:00 AM. The motion was seconded by Commissioner Moates. The motion carried 3-0 at 11:15 AM.

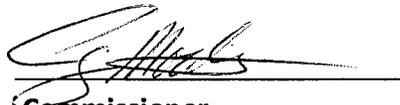
The Board will not meet on Monday, February 20, 2017 due to the Presidents' Day holiday.

ATTEST: Resolved and ordered this 27th day of February, 2017


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

Wildcat Construction

**SCHEDULE OF BID PRICES
CHEROKEE COUNTY KANSAS
GALENA VIADUCT IMPROVEMENTS
BRIDGE REHABILITATION PHASE II**

ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
Bridge Structure Repairs:				
Asphalt Removals (Deck)(5")	480	SQYD	60 ⁰⁰	28,800 ⁰⁰
Area Prepared for Patching	280	SQYD	280 ⁰⁰	78,400 ⁰⁰
Area Prepared for Patching (Full Depth)	30	SQYD	575 ⁰⁰	17,250 ⁰⁰
Reinforcing Steel (Repair)(Gr 60)(Set Price)	1	LBS		\$3.00
Concrete Surface Repair	283	SQFT	230 ⁰⁰	65,090 ⁰⁰
Multi-Layer Polymer Concrete Overlay	970	SQYD	70 ⁰⁰	67,900 ⁰⁰
Concrete Posts (12"x12"x52") (Replace)	6	EA	1,700 ⁰⁰	10,200 ⁰⁰
Concrete Posts (12"x12"x var.) Surface Repair	22	SQFT	200 ⁰⁰	4,400 ⁰⁰
Concrete Rail (6" x 6" x 7.25') (Replace)	11	EA	1,100 ⁰⁰	12,100 ⁰⁰
Concrete Rail (6" x 6" x varies) Surface Repair	40	SQFT	200 ⁰⁰	8,000 ⁰⁰
*Safety Net (Prevent Falling Objects over RR)	1	Lump Sum	15,000 ⁰⁰	15,000 ⁰⁰
*Railroad Blanket Coverage (Railroad Insurance)(Set Price)	1	Lump Sum		\$8,000.00
Traffic Control	1	Lump Sum	10,000 ⁰⁰	10,000 ⁰⁰
Mobilization	1	Lump Sum	50,000 ⁰⁰	50,000 ⁰⁰
			Total	375,143 ⁰⁰
Approach Work Bid Alternate 1:				
Milling (Approach) (varies)	733	SQYD	11.00 ⁰⁰	8063.00
HMA-Comm. Grade (SR12.5A)(1.5")	60	Ton	195.00	11700.00
HMA-Comm. Grade (SR12.5A) (Patch)	10	Ton	195.00	1950.00
OM-3 Rt	2	EA	150 ⁰⁰	300 ⁰⁰
OM-3 Lt	2	EA	150 ⁰⁰	300 ⁰⁰
			Bid Alt. 1 Total	22313.00
			Grand Total	397,456.00

*Subject to BNSF RR Contractor Agreement

**SCHEDULE OF BID PRICES
CHEROKEE COUNTY KANSAS
GALENA VIADUCT IMPROVEMENTS
BRIDGE REHABILITATION PHASE II**

ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
Bridge Structure Repairs:				
Asphalt Removals (Deck)(5")	480	SQYD	41 ⁵⁰	19,920 ⁰⁰
Area Prepared for Patching	280	SQYD	125 ⁰⁰	35,000 ⁰⁰
Area Prepared for Patching (Full Depth)	30	SQYD	250 ⁰⁰	7,500 ⁰⁰
Reinforcing Steel (Repair)(Gr 60)(Set Price)	1	LBS	3 ⁰⁰	\$3.00
Concrete Surface Repair	283	SQFT	162 ²²	45,908 ²⁶
Multi-Layer Polymer Concrete Overlay	970	SQYD	120 ⁰⁰	116,400 ⁰⁰
Concrete Posts (12"x12"x52") (Replace)	6	EA	1650 ⁰⁰	9,900 ⁰⁰
Concrete Posts (12"x12"x var.) Surface Repair	22	SQFT	125 ⁰⁰	2,750 ⁰⁰
Concrete Rail (6" x 6" x 7.25') (Replace)	11	EA	1300 ⁰⁰	14,300 ⁰⁰
Concrete Rail (6" x 6" x varies) Surface Repair	40	SQFT	125 ⁰⁰	5,000 ⁰⁰
*Safety Net (Prevent Falling Objects over RR)	1	Lump Sum	500 ⁰⁰	500 ⁰⁰
*Railroad Blanket Coverage (Railroad Insurance)(Set Price)	1	Lump Sum	8,000 ⁰⁰	\$8,000.00
Traffic Control	1	Lump Sum	5500 ⁰⁰	5,500 ⁰⁰
Mobilization	1	Lump Sum	78,000 ⁰⁰	78,000 ⁰⁰
			Total	348,681 ²⁶
Approach Work Bid Alternate 1:				
Milling (Approach) (varies)	733	SQYD	2 ²⁷	1,663 ⁹¹
HMA-Comm. Grade (SR12.5A)(1.5")	60	Ton	195 ⁰⁰	11,700 ⁰⁰
HMA-Comm. Grade (SR12.5A) (Patch)	10	Ton	195 ⁰⁰	1,950 ⁰⁰
OM-3 Rt	2	EA	200 ⁰⁰	400 ⁰⁰
OM-3 Lt	2	EA	200 ⁰⁰	400 ⁰⁰
			Bid Alt.1 Total	16,113 ⁹¹
			Grand Total	364,795 ¹⁷

*Subject to BNSF RR Contractor Agreement

B: B Bridge Co.

**SCHEDULE OF BID PRICES
CHEROKEE COUNTY KANSAS
GALENA VIADUCT IMPROVEMENTS
BRIDGE REHABILITATION PHASE II**

ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
Bridge Structure Repairs:				
Asphalt Removals (Deck)(5")	480	SQYD	70.00	33,600.00
Area Prepared for Patching	280	SQYD	350.00	98,000.00
Area Prepared for Patching (Full Depth)	30	SQYD	437.50	13,125.00
Reinforcing Steel (Repair)(Gr 60)(Set Price)	1	LBS	3.00	\$3.00
Concrete Surface Repair	283	SQFT	175.00	49,525.00
Multi-Layer Polymer Concrete Overlay	970	SQYD	87.75	85,117.50
Concrete Posts (12"x12"x52") (Replace)	6	EA	1,000.00	6,000.00
Concrete Posts (12"x12"x var.) Surface Repair	22	SQFT	500.00	11,000.00
Concrete Rail (6" x 6" x 7.25') (Replace)	11	EA	250.00	2,750.00
Concrete Rail (6" x 6" x varies) Surface Repair	40	SQFT	500.00	20,000.00
*Safety Net (Prevent Falling Objects over RR)	1	Lump Sum	250.00	250.00
*Railroad Blanket Coverage (Railroad Insurance)(Set Price)	1	Lump Sum	8,000.00	\$8,000.00
Traffic Control	1	Lump Sum	5,800.00	5,800.00
Mobilization	1	Lump Sum	26,500.00	26,500.00
			Total	359,670.50
Approach Work Bid Alternate 1:				
Milling (Approach) (varies)	733	SQYD	3.91	2,886.03
HMA-Comm. Grade (SR12.5A)(1.5")	60	Ton	173.50	10,410.00
HMA-Comm. Grade (SR12.5A) (Patch)	10	Ton	173.50	1,735.00
OM-3 Rt	2	EA	150.00	300.00
OM-3 Lt	2	EA	150.00	300.00
			Bid Alt.1 Total	15,611.03
			Grand Total	375,281.53

*Subject to BNSF RR Contractor Agreement

Louis-Company LLC

**SCHEDULE OF BID PRICES
CHEROKEE COUNTY KANSAS
GALENA VIADUCT IMPROVEMENTS
BRIDGE REHABILITATION PHASE II**

ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
Bridge Structure Repairs:				
Asphalt Removals (Deck)(5")	480	SQYD	\$71.00	\$34,080.00
Area Prepared for Patching	280	SQYD	\$183.96	\$51,508.80
Area Prepared for Patching (Full Depth)	30	SQYD	\$468.95	\$14,068.50
Reinforcing Steel (Repair)(Gr 60)(Set Price)	1	LBS	\$3.00	\$3.00
Concrete Surface Repair	283	SQFT	\$80.00	\$22,640.00
Multi-Layer Polymer Concrete Overlay	970	SQYD	\$27.00	\$26,190.00
Concrete Posts (12"x12"x52") (Replace)	6	EA	\$1,000.00	\$6,000.00
Concrete Posts (12"x12"x var.) Surface Repair	22	SQFT	\$75.00	\$1,650.00
Concrete Rail (6" x 6" x 7.25') (Replace)	11	EA	\$1,000.00	\$11,000.00
Concrete Rail (6" x 6" x varies) Surface Repair	40	SQFT	\$75.00	\$3,000.00
*Safety Net (Prevent Falling Objects over RR)	1	Lump Sum	\$2,000.00	\$2,000.00
*Railroad Blanket Coverage (Railroad Insurance)(Set Price)	1	Lump Sum	\$8,000.00	\$8,000.00
Traffic Control	1	Lump Sum	\$2,500.00	\$2,500.00
Mobilization	1	Lump Sum	\$26,058.00	\$26,058.00
			Total	\$208,698.30
Approach Work Bid Alternate 1:				
Milling (Approach) (varies)	733	SQYD	\$13.25	\$9,712.25
HMA-Comm. Grade (SR12.5A)(1.5")	60	Ton	\$173.50	\$10,410.00
HMA-Comm. Grade (SR12.5A) (Patch)	10	Ton	\$173.50	\$1,735.00
OM-3 Rt	2	EA	\$500.00	\$1,000.00
OM-3 Lt	2	EA	\$500.00	\$1,000.00
			Bid Alt.1 Total	\$23,857.25
			Grand Total	\$232,555.55

*Subject to BNSF RR Contractor Agreement

Pci Roads

**SCHEDULE OF BID PRICES
CHEROKEE COUNTY KANSAS
GALENA VIADUCT IMPROVEMENTS
BRIDGE REHABILITATION PHASE II**

ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
Bridge Structure Repairs:				
Asphalt Removals (Deck)(5")	480	SQYD	\$ 15.00	\$7,200.00
Area Prepared for Patching	280	SQYD	\$ 305.00	\$85,400.00
Area Prepared for Patching (Full Depth)	30	SQYD	\$ 381.25	\$11,437.50
Reinforcing Steel (Repair)(Gr 60)(Set Price)	1	LBS	\$ 3.00	\$3.00
Concrete Surface Repair	283	SQFT	\$ 162.22	\$45,908.26
Multi-Layer Polymer Concrete Overlay	970	SQYD	\$ 54.00	\$52,380.00
Concrete Posts (12"x12"x52") (Replace)	6	EA	\$ 500.00	\$3,000.00
Concrete Posts (12"x12"x var.) Surface Repair	22	SQFT	\$ 125.00	\$2,750.00
Concrete Rail (6" x 6" x 7.25') (Replace)	11	EA	\$ 350.00	\$3,850.00
Concrete Rail (6" x 6" x varies) Surface Repair	40	SQFT	\$ 125.00	\$5,000.00
*Safety Net (Prevent Falling Objects over RR)	1	Lump Sum	\$ 4,500.00	\$4,500.00
*Railroad Blanket Coverage (Railroad Insurance)(Set Price)	1	Lump Sum	\$ 8,000.00	\$8,000.00
Traffic Control	1	Lump Sum	\$ 5,325.00	\$5,325.00
Mobilization	1	Lump Sum	\$ 36,500.00	\$36,500.00
			Total	\$271,253.76
Approach Work Bid Alternate 1:				
Milling (Approach) (varies)	733	SQYD	\$ 13.25	\$9,712.25
HMA-Comm. Grade (SR12.5A)(1.5")	60	Ton	\$ 173.50	\$10,410.00
HMA-Comm. Grade (SR12.5A) (Patch)	10	Ton	\$ 173.50	\$1,735.00
OM-3 Rt	2	EA	\$ 320.00	\$640.00
OM-3 Lt	2	EA	\$ 320.00	\$640.00
			Bid Alt.1 Total	\$23,137.25
			Grand Total	\$294,391.01

*Subject to BNSF RR Contractor Agreement

Bettis

**SCHEDULE OF BID PRICES
CHEROKEE COUNTY KANSAS
GALENA VIADUCT IMPROVEMENTS
BRIDGE REHABILITATION PHASE II**

ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
Bridge Structure Repairs:				
Asphalt Removals (Deck)(5")	480	SQYD	59 ²⁵	28,440 ⁰⁰
Area Prepared for Patching	280	SQYD	295 ⁰⁰	82,600 ⁰⁰
Area Prepared for Patching (Full Depth)	30	SQYD	380 ⁰⁰	11,400 ⁰⁰
Reinforcing Steel (Repair)(Gr 60)(Set Price)	1	LBS	3 ⁰⁰	\$3.00
Concrete Surface Repair	283	SQFT	85 ⁰⁰	24,055 ⁰⁰
Multi-Layer Polymer Concrete Overlay	970	SQYD	41 ⁷⁵	40,497 ⁵⁰
Concrete Posts (12"x12"x52") (Replace)	6	EA	500 ⁰⁰	3,000 ⁰⁰
Concrete Posts (12"x12"x var.) Surface Repair	22	SQFT	85 ⁰⁰	1,870 ⁰⁰
Concrete Rail (6" x 6" x 7.25') (Replace)	11	EA	500 ⁰⁰	5,500 ⁰⁰
Concrete Rail (6" x 6" x varies) Surface Repair	40	SQFT	85 ⁰⁰	3,400 ⁰⁰
*Safety Net (Prevent Falling Objects over RR)	1	Lump Sum	9,000 ⁰⁰	9,000 ⁰⁰
*Railroad Blanket Coverage (Railroad Insurance)(Set Price)	1	Lump Sum	8,000 ⁰⁰	\$8,000.00
Traffic Control	1	Lump Sum	2,500 ⁰⁰	2,500 ⁰⁰
Mobilization	1	Lump Sum	53,600 ⁰⁰	53,600 ⁰⁰
			Total	\$ 27,386 ⁵⁰
<i>two hundred seventy three thousand eight hundred sixty five and 50/100 cents</i>				
Approach Work Bid Alternate 1:				
Milling (Approach) (varies)	733	SQYD	10 ⁵⁰	7,696 ⁵⁰
HMA-Comm. Grade (SR12.5A)(1.5")	60	Ton	260 ⁰⁰	15,600 ⁰⁰
HMA-Comm. Grade (SR12.5A) (Patch)	10	Ton	495 ⁰⁰	4,950 ⁰⁰
OM-3 Rt	2	EA	90 ⁰⁰	180 ⁰⁰
OM-3 Lt	2	EA	90 ⁰⁰	180 ⁰⁰
			Bid Alt.1 Total	\$ 28,606 ⁵⁰
			Grand Total	\$ 130,472 ⁰⁰

*Subject to BNSF RR Contractor Agreement

Travis Malau

AGREEMENT FOR ATTORNEY SERVICES

This agreement entered into this 13th day of February, 2017, and is made between the **Board of County Commissioners of Cherokee County, Kansas**, existing under the laws of the State of Kansas, hereinafter referred to as "County", and **Robert Myers**, an attorney duly licensed to practice law in the State of Kansas, hereinafter referred to as "Attorney."

TERM

The terms and conditions contemplated by this agreement shall commence on February 1, 2017, and shall be for a term of approximately three (3) years, ending December 31, 2019. Attorney shall provide the County a written request to renew the contract on or before October 31, 2019. The County shall consider Attorney's request, if made, at its regularly scheduled meeting on the second Monday of November following the October 31 deadline to request renewal of the contract.

DUTIES

The Attorney shall devote sufficient amounts of his business time and attention to the practice of law on behalf of the County in his capacity as the County's general contractor for processing delinquent real estate tax sales, subject to the rules and procedures established by Kansas Statutes. The Attorney shall submit quarterly progress reports to the County.

Attorney shall act in accordance with the Code of Professional Responsibility and with the ethics of the legal profession, and all federal, state and local laws and regulations governing the practice of law.

COMPENSATION

In consideration for the services to be rendered by the Attorney, he shall be paid a fee ranging from a minimum of One Hundred Dollars (\$100.00) to a maximum of Two Hundred Dollars (\$200.00) per real estate parcel based on the complexity and legal status of the parcel. Attorney may submit expense invoices to the County throughout the contract period for payment of contracted title work, as deemed necessary by Attorney.

WORKING FACILITIES

The Attorney shall furnish such private office, secretarial assistance from Attorney's office, and such other facilities and services as are considered adequate for the proper performance of such duties. Any employee of Attorney compensated by these funds shall not be considered a County employee.

LIABILITY

Attorney shall be solely responsible for maintaining such general liability, malpractice and worker's compensation insurance as may be necessary. Attorney's liability / malpractice insurance shall cover \$250,000 per claim and \$500,000 aggregate.

TERMINATION

This Agreement may be terminated by any party without cause with sixty (60) days notice. In the event that the Attorney shall, for any reason, cease to be an active member of the Kansas Bar in good standing, or become otherwise disqualified to practice law in Kansas, or shall be elected to public office, then this agreement shall automatically and immediately be terminated. In addition, the County shall have the right to terminate this agreement with fourteen (14) days notice upon the Attorney's failure or refusal to faithfully or diligently perform the provisions of this agreement.

RELATIONSHIP OF THE PARTIES

Nothing contained in the agreement shall be construed to constitute Attorney as an employee of the County. It is the parties' intent that Attorney shall remain an independent contractor.

BINDING EFFECT; GENERAL PROVISIONS

This agreement shall be binding upon the parties hereto and shall inure to the benefit of the successors and assigns of the County and to the estate, heirs, legatees, executors, administrators and beneficiaries of the Attorney.

Attorney shall not assign or subcontract any rights or obligations under this Agreement without County's prior written approval.

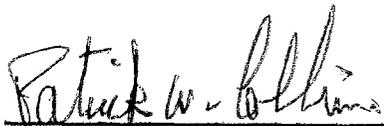
All notices and other communications in connections with this Agreement shall be in writing and shall be considered given three (3) days after mailing in the United States mail, using first class mail, postage pre-paid, to the recipient's address as stated in this Agreement.

This Agreement constitutes the entire agreement between the parties and may only be modified or extended by a written amendment signed by the parties hereto.

The invalidity, illegality, or unenforceability of any provision of the Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

IN WITNESS WHEREOF, the parties have executed this agreement on the date adjacent to each of their signatures.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY, KANSAS
110 W. Maple, Columbus, Kansas 66725



Patrick Collins, Chair
Cherokee County Commissioner

Date 02-13-17



Cory Moates
Cherokee County Commissioner

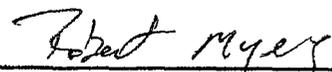
Date 2-13-17



Neal Anderson
Cherokee County Commissioner

Date 2/13/17

ATTORNEY:



Robert Myers, Attorney
313 E. Maple, P.O. Box 495
Columbus, Kansas 66725

Date 2/11/17

RESOLUTION NO. _____

AMENDED RESOLUTION DECLARING A CODE OF ETHICS FOR OFFICIALS AND EMPLOYEES OF CHEROKEE COUNTY, KANSAS

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS, THAT THE FOLLOWING AMENDED RESOLUTION BE ADOPTED, REPLACING RESOLUTION NO.18-2016:

SECTION 1. GENERAL AUTHORITY. K.S.A. 19-101, *et. seq.*, and K.S.A. 19-212 authorize the Board of County Commissioners of Cherokee County, Kansas, to transact all County business and perform all powers of local legislation deemed appropriate, and to make all contracts and do all other acts in relation to the property and concerns of the County necessary to the exercise of its corporate or administrative powers.

SECTION 2. LEGISLATIVE ACTION. Public officials and government employees shall perform duties dedicated to obtaining stated objectives and shall conduct themselves with integrity, according to the highest ethical standards, while employed by the government and serving the best interests of Cherokee County, Kansas, as outlined below:

A. Declaration of Policy

The proper operation of our government requires that public officials and employees be independent, impartial, and responsible to the people, that the government decisions and policy be made in the proper channels and that the public have confidence in the integrity of its government. In recognition of those goals, there is hereby established a code of ethics for all officials and employees, whether elected or appointed, paid or unpaid. The purpose of this code is to establish ethical standards by setting forth those acts or actions that are incompatible with the best interests of the County.

B. Responsibilities of Public Office

Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and to carry out impartially the laws of the nation, state, and County and thus to foster respect for all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the long-term public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.

C. Dedicated Service

All officials and employees of the County should be responsive to the political objectives expressed by the electorate and the programs developed to attain those objectives.

Appointive officials and employees should adhere to the rules of work and performance established as the standard for their positions by the appropriate authority.

Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

D. Fair and Equal Treatment

1. **Interest in Appointments.** Canvassing of members of the County commission, directly or indirectly, in order to obtain preferential consideration in connection with any appointment to the municipal service shall disqualify the candidate for appointment except with reference to positions filled by appointment by the County commission.
2. **Use of Public Property.** No official or employee shall request or permit the use of County-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such service are available to the public generally or are provided as County policy for the use of such official or employee in the conduct of official business.
3. **Obligations to Citizens.** No official or employee shall grant any special considerations, treatment, or advantage to any citizen beyond that which is available to every other citizen.

E. Conflict of Interest.

No elected or appointive County official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or hers duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business or political association.

Specific conflicts of interest are enumerated below for the guidance of officials and employees:

1. **Incompatible Employment.** No elected official or appointive County official or employee shall engage in or accept private employment or render services for

private interests when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.

2. Disclosure of Confidential Information. No elected official or appointive County official or employee, shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the County. Nor shall he or she sue such information to advance the financial or other private interest of himself, herself, or others.
3. Gift and Favors. No elected or appointive County official or County employee shall accept any valuable gift, whether in the form of service, loan, thing, or promise, from any person, firm, or corporation which to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the County; nor shall any such official or employee (a) accept any gift, favor, or thing of value that may tend to influence him or her in the discharge of his or her or (b) grant in the discharge of his or her duties any improper favor, service, or thing of value. The prohibition against gifts or favor shall not apply to (a) an occasional nonpecuniary gift of only nominal value or (b) an award publicly present in recognition of public service or (c) any gift which would have been offered or given to him or her if not an official or employee.
4. Representing Private Interest Before County Agencies. No elected or appointive County official or employee whose salary is paid in whole or in part by the County shall appear in behalf of private interest before any agency of this County. He or she shall not represent private interests in any action or proceedings against the interest of the County in any litigation to which the County is a party.
5. No County officer or employee shall be signatory upon, discuss in an official capacity, vote on any issue concerning or otherwise participate in his or her capacity as a public official or employee in making of any contract with any person or business:
 - a. In which the officer or employee owns a legal or equitable interest exceeding \$5,000 or five percent, whichever is less, individually or collectively with his or her spouse; or
 - b. From which the officer or employee receives, in the current or immediately preceding or succeeding calendar year, any salary, gratuity, other compensation, or a contract for or promise or expectation of any such salary gratuity , or other compensation or remuneration having a dollar value of \$1,000 or more; or

c. In which he or she shall hold the position of officer or director, irrespective of the amount of compensation received from or ownership held in the business.

F. Violations.

1. Contractor. Any violation of the noted Code of Ethics policy by a contractor may be considered as a reason to exclude a contractor from all current and future transactions and agreements with the County.
2. Officer, Employee or Agent of the County. Any violation of the noted Code of Ethics policy by an officer, employee or agent of the County will result in termination of the employment or termination of any agreement between an agent and the County. Further penalties may be imposed as prescribed by State law appropriate for violations committed.

SECTION 3. PUBLICATION. The County Clerk shall cause this resolution to be published in the official County Newspaper.

SECTION 4. CONFLICT. All resolutions, County policies or parts thereof, in conflict herewith are hereby expressly repealed insofar and they conflict herewith.

SECTION 5. EFFECTIVE DATE. This resolution shall be effective upon passage.

PASSED AND APPROVED this _____ day of _____, 2017, by the Board of County Commissioners of Cherokee County, Kansas.

Patrick Collins, Chairman
Cherokee County Commissioner

Neal Anderson
Cherokee County Commissioner

Cory Moates
Cherokee County Commissioner

ATTEST:

Rodney D. Edmondson, County Clerk

(SEAL)

Cherokee County Courthouse
Natural Gas Cost Savings Analysis
January 2016 - December 2016

PRO ENERGY
SOLUTIONS

Your Gas Cost with KGS

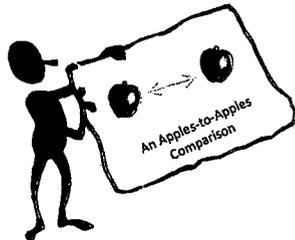
ACCOUNT NUMBER:	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	TOTAL
Volume in Mcf	196	113	47	12	6	5	4	5	5	5	7	193	598
Posted Gas Rate	\$ 3.934	\$ 3.926	\$ 3.865	\$ 3.493	\$ 3.541	\$ 3.599	\$ 3.587	\$ 4.407	\$ 4.323	\$ 4.465	\$ 4.491	\$ 4.515	\$ 4.01
TOTAL GAS COMMODITY CHARGES	\$ 771	\$ 447	\$ 182	\$ 419	\$ 212	\$ 179	\$ 143	\$ 220	\$ 216	\$ 223	\$ 314	\$ 873	\$ 2,015

Your Gas Cost with Pro Energy Solutions

	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	TOTAL
Volume in Mcf	196	113	47	12	6	5	4	5	5	5	7	193	598
Natural Gas Commodity Rate	\$ 3,160	\$ 3,020	\$ 2,490	\$ 2,610	\$ 2,760	\$ 2,780	\$ 3,480	\$ 3,490	\$ 3,600	\$ 3,710	\$ 3,550	\$ 4,040	\$ 3,223
Natural Gas Commodity Charges	\$ 617	\$ 341	\$ 117	\$ 31	\$ 17	\$ 14	\$ 14	\$ 17	\$ 18	\$ 19	\$ 25	\$ 780	\$ 2,010
PRO ENERGY - TOTAL GAS COST	\$ 617	\$ 341	\$ 117	\$ 31	\$ 17	\$ 14	\$ 14	\$ 17	\$ 18	\$ 19	\$ 25	\$ 780	\$ 2,010
COST SAVINGS WITH PRO SOLUTIONS!	\$ 154	\$ 102	\$ 65	\$ 11	\$ 5	\$ 4	\$ 0	\$ 5	\$ 4	\$ 4	\$ 7	\$ 92	\$ 451
													18%

TERMS & CONDITIONS

- 1 Natural Gas Cost Savings equals actual dollars saved by switching to Transportation Gas versus KGS Customer Rates
- 2 Natural Gas Charges are based on supplying 100% of Buyer's gas needs at the noted Gas Rate.
- 3 At any time during the term of the Natural Gas Sales Agreement, Customer may fix "lock-in" their natural gas price.



IMPORTANT NOTICE: Due to market volatility, all fixed price offers are subject to change at any time until executed in writing by both Buyer & Seller

Cherokee County Courthouse
Natural Gas Cost Savings Analysis
January 2015 - December 2015

PRO ENERGY
 SOLUTIONS

Your Gas Cost with KGS

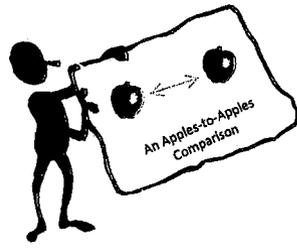
ACCOUNT NUMBER:	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	TOTAL
Volume in Mcf	257	226	155	20	5	3	2	3	4	4	22	145	846
Posted Gas Rate	\$ 6.235	\$ 5.377	\$ 5.056	\$ 5.027	\$ 4.769	\$ 4.718	\$ 4.687	\$ 4.273	\$ 4.334	\$ 4.154	\$ 4.122	\$ 3.775	\$ 4.71
TOTAL GAS COMMODITY CHARGES	\$ 1,643	\$ 1,215	\$ 783	\$ 100	\$ 23	\$ 14	\$ 9	\$ 13	\$ 17	\$ 17	\$ 91	\$ 545	\$ 3,271

Your Gas Cost with Pro Energy Solutions

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	TOTAL
Volume in Mcf	257	226	155	20	5	3	2	3	4	4	22	145	846
Natural Gas Commodity Rate	\$ 4.060	\$ 3.590	\$ 3.590	\$ 3.220	\$ 3.240	\$ 3.560	\$ 3.540	\$ 3.690	\$ 3.430	\$ 3.410	\$ 2.890	\$ 3.100	\$ 3.443
Natural Gas Commodity Charges	\$ 1,043	\$ 811	\$ 556	\$ 64	\$ 16	\$ 11	\$ 7	\$ 11	\$ 14	\$ 14	\$ 64	\$ 450	\$ 3,061
PRO ENERGY - TOTAL GAS COST	\$ 1,043	\$ 811	\$ 556	\$ 64	\$ 16	\$ 11	\$ 7	\$ 11	\$ 14	\$ 14	\$ 64	\$ 450	\$ 3,271
COST SAVINGS WITH PRO SOLUTIONS!	\$ 559	\$ 404	\$ 227	\$ 36	\$ 8	\$ 3	\$ 2	\$ 2	\$ 4	\$ 3	\$ 27	\$ 98	\$ 1,373
													31%

TERMS & CONDITIONS

- 1 Natural Gas Cost Savings equals actual dollars saved by switching to Transportation Gas versus KGS Customer Rates
- 2 Natural Gas Charges are based on supplying 100% of Buyer's gas needs at the noted Gas Rate.
- 3 At any time during the term of the Natural Gas Sales Agreement, Customer may fix "lock-in" their natural gas price.



IMPORTANT NOTICE: Due to market volatility, all fixed price offers are subject to change at any time until executed in writing by both Buyer & Seller

KGS SAVINGS - Cherokee County Law Enforcement Ctr

HISTORICAL NATURAL GAS RATES FOR KANSAS GAS SERVICE

MONTH	YEAR	KGS RATE	PRO ENERGY RATE
JAN	2016	\$3.934	\$ 3.150
FEB	2016	\$3.926	\$ 3.020
MAR	2016	\$3.865	\$ 2.490
APR	2016	\$3.493	\$ 2.610
MAY	2016	\$3.541	\$ 2.760
JUN	2016	\$3.599	\$ 2.780
JUL	2016	\$3.587	\$ 3.480
AUG	2016	\$4.407	\$ 3.490
SEP	2016	\$4.323	\$ 3.600
OCT	2016	\$4.465	\$ 3.710
NOV	2016	\$4.491	\$ 3.550
DEC	2016	\$4.515	\$ 4.040
JAN	2015	\$6.235	\$ 4.060
FEB	2015	\$5.377	\$ 3.590
MAR	2015	\$5.056	\$ 3.590
APR	2015	\$5.027	\$ 3.220
MAY	2015	\$4.769	\$ 3.240
JUN	2015	\$4.718	\$ 3.560
JUL	2015	\$4.687	\$ 3.540
AUG	2015	\$4.273	\$ 3.690
SEP	2015	\$4.334	\$ 3.430
OCT	2015	\$4.154	\$ 3.410
NOV	2015	\$4.122	\$ 2.890
DEC	2015	\$3.775	\$ 3.100
JAN	2014	\$5.538	\$ 5.280
FEB	2014	\$6.012	\$ 6.050
MAR	2014	\$5.554	\$ 6.030
APR	2014	\$6.513	\$ 5.320
MAY	2014	\$6.034	\$ 5.500
JUN	2014	\$6.274	\$ 5.240
JUL	2014	\$6.127	\$ 5.250
AUG	2014	\$6.288	\$ 4.590
SEP	2014	\$5.828	\$ 4.770
OCT	2014	\$5.949	\$ 4.750
NOV	2014	\$5.867	\$ 4.440
DEC	2014	\$5.545	\$ 5.210
JAN	2013	\$5.418	\$ 4.400
FEB	2013	\$5.156	\$ 4.480
MAR	2013	\$5.267	\$ 4.430
APR	2013	\$5.196	\$ 4.960
MAY	2013	\$5.705	\$ 5.040
JUN	2013	\$5.844	\$ 5.040
JUL	2013	\$5.901	\$ 4.620
AUG	2013	\$5.242	\$ 4.430
SEP	2013	\$5.162	\$ 4.400
OCT	2013	\$5.127	\$ 4.350
NOV	2013	\$5.036	\$ 4.380
DEC	2013	\$5.188	\$ 4.460

CUSTOMER SAVINGS

COST DIFFERENCE BETWEEN PRO ENERGY AND KGS	PERCENT SAVED
\$0.784	20%
\$0.906	23%
\$1.375	36%
\$0.883	25%
\$0.781	22%
\$0.819	23%
\$0.107	3%
\$0.917	21%
\$0.723	17%
\$0.755	17%
\$0.941	21%
\$0.475	11%
\$2.175	35%
\$1.787	33%
\$1.466	29%
\$1.807	36%
\$1.529	32%
\$1.158	25%
\$1.147	24%
\$0.583	14%
\$0.904	21%
\$0.744	18%
\$1.232	30%
\$0.675	18%
\$0.258	5%
-\$0.038	-1%
-\$0.476	-9%
\$1.193	18%
\$0.534	9%
\$1.034	16%
\$0.877	14%
\$1.698	27%
\$1.058	18%
\$1.199	20%
\$1.427	24%
\$0.335	6%
\$1.018	19%
\$0.676	13%
\$0.837	16%
\$0.236	5%
\$0.665	12%
\$0.804	14%
\$1.281	22%
\$0.812	15%
\$0.762	15%
\$0.777	15%
\$0.656	13%
\$0.728	14%

CUSTOMER SAVINGS

Volume	KGS CHARGES	PRO ENERGY CHARGES	SAVINGS
484	\$1,904	\$ 1,525	\$380
275	\$1,080	\$ 831	\$249
178	\$688	\$ 443	\$245
141	\$493	\$ 368	\$125
111	\$393	\$ 306	\$87
101	\$363	\$ 281	\$83
101	\$362	\$ 351	\$11
93	\$410	\$ 325	\$85
97	\$419	\$ 349	\$70
93	\$415	\$ 345	\$70
140	\$629	\$ 497	\$132
383	\$1,729	\$ 1,547	\$182
2197	\$8,885	\$ 7,168	\$1,717
491	\$3,062	\$ 1,993	\$1,068
401	\$2,156	\$ 1,440	\$717
287	\$1,451	\$ 1,030	\$421
134	\$674	\$ 431	\$242
97	\$463	\$ 314	\$148
120	\$566	\$ 427	\$139
100	\$469	\$ 354	\$115
104	\$444	\$ 384	\$61
110	\$477	\$ 377	\$99
84	\$349	\$ 286	\$62
144	\$594	\$ 416	\$177
286	\$1,080	\$ 887	\$193
2358	\$11,783	\$ 8,341	\$3,443
460	\$2,397	\$ 2,476	-\$121
416	\$2,501	\$ 2,517	-\$16
327	\$1,818	\$ 1,972	-\$156
145	\$944	\$ 771	\$173
102	\$815	\$ 561	\$254
95	\$598	\$ 498	\$99
98	\$800	\$ 515	\$286
87	\$547	\$ 399	\$148
87	\$507	\$ 415	\$92
104	\$619	\$ 494	\$125
271	\$1,390	\$ 1,209	\$187
349	\$1,935	\$ 1,818	\$117
2530	\$14,068	\$ 13,639	\$4,228
613	\$3,321	\$ 2,697	\$624
368	\$1,897	\$ 1,649	\$249
382	\$2,012	\$ 1,692	\$320
231	\$1,200	\$ 1,146	\$55
156	\$890	\$ 786	\$104
115	\$672	\$ 580	\$92
113	\$667	\$ 522	\$145
112	\$587	\$ 496	\$91
110	\$568	\$ 484	\$84
113	\$579	\$ 492	\$88
184	\$927	\$ 806	\$121
456	\$2,366	\$ 2,034	\$332

avg price
\$3.26

avg price
\$3.54

avg price
\$5.35

avg price
\$4.53

QUIT CLAIM DEED

THIS INDENTURE, Made this 13th day of February, 2017, between the Board of County Commissioners of Cherokee County, Kansas, as party of the first part, and Mike Langerot and Karen Langerot, parties of the second part,

WITNESSETH, that the party of the first part, for and in consideration of the sum of One Hundred Sixty-seven Dollars and Sixty-five Cents (\$167.65), and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents

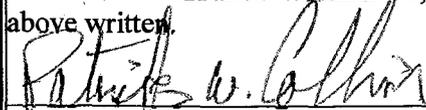
CONVEY AND QUITCLAIM unto said second party all the following-described REAL ESTATE situated in the City of Galena, County of Cherokee, and State of Kansas to wit:

Legal Description:

Beginning Twenty (20) feet South and Two Hundred Forty-five and One Half (245 1/2) feet West of the Northeast Corner of the Southeast Quarter (SE 4), Section Twenty-four (24), Township Thirty-two (32) South, Range Twenty-three (23) East of the Sixth Principal Meridian, thence South Two Hundred Fifty (250) feet, thence West Eighty-seven (87) feet, hence North Two Hundred Fifty (250) feet, thence East Eighty-seven (87) feet to the place of beginning.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part and unto its heirs and assigns forever; so that neither the said party of the first part nor their heirs nor any other person or persons, for them or in their names or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part have hereunto set his/her hand the day and year above written.


Patrick Collins, Chairman
Cherokee County Commissioner

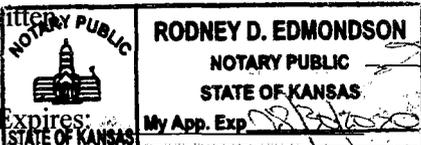

Neal Anderson
Cherokee County Commissioner

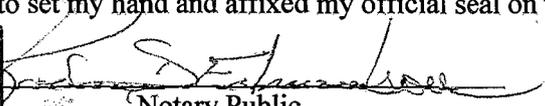

Cory Moates
Cherokee County Commissioner

STATE OF KANSAS, CHEROKEE COUNTY, ss.

BE IT REMEMBERED, That on this 13th day of February, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Patrick Collins, Neal Anderson and Cory Moates, personally known to me to be the same persons who executed the above deed and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.




Notary Public

My Commission Expires:

Board of County Commissioners, Cherokee County, Kansas

Public Attendance Log: February 13, 2017

Printed Name	Phone Number	Address	Company or Organization
Jim Tunnell	620-848-9852	Gardena, KS	
Don Imoring		Galesburg, KS	
Jerry Messer	674-1550		
Doug Mosle	674-1091		CK CO AMB
DAVID FEZNAK	816 889-8572		
Dale Helweg	620-429-3849		CK CO EXT
Kabrina Curry	620-429-3849		CK CO EXT
Carey Spear	620 431 0080	PO Box 664 Chanute, KS	SEKRPC
Mike Willing	417-499-0591		PRO Emergency Solutions
RYAN WILSON	316-249-7978		PCI ROADS
Jeff Vogtz	785-256-3014	Topeka Ks.	Wildcat Council
R Charles		Galesburg	
Jim BURTON	620 762-0168	CONCORD	Solid Waste Council