

MINUTES FOR SEPTEMBER 17, 2018
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Chairman Cory Moates called the regular session of the Cherokee County Board of Commissioners (The Board), to order at 9:00 a.m. on Monday, September 17, 2018 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioner Neal Anderson opened the meeting with prayer followed by the Pledge of Allegiance. Commissioners Cory Moates, Pat Collins, Neal Anderson, County Counselor Barbara Wright, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt

A motion was made by Commissioner Anderson to approve the minutes of the September 10, 2018 BOCC meeting as written. The motion was seconded by Commissioner Collins. The motion carried 3-0.

Jimmie Lovell and Carmen Boccia appeared before the Board representing the Big Brutus Board. They have had a mining shovel donated to them by the Markley family. They are in the process of finalizing the agreement and plan to build a base for it to be placed near Big Brutus. They are asking the county to donate three to four truckload of rock for the base. The Board agreed to the request.

Carmen Boccia also informed the Board that he had been notified that a property that he owns was going to be sold in a tax sale. The property owner prior to him didn't pay the taxes but he was never notified as the current owner, that the property was being sold. He was forced to pay a fee and the back taxes to get it off the sale list. The Board stated that they would look into it.

John Thompson of 6721 SE Quaker Rd. appeared before the Board regarding recent flooding in his area. He stated that the county installed new culverts and raised the road more than six inches with new asphalt. A recent heavy rain storm caused water to get into his garage. He stated that he is in a flood zone, but feels the county caused the problem with the road work recently completed and that the culverts aren't sufficient to drain the water. He's asking the county to lower the road. Leonard Vanatta stated that the asphalt cap was only 2.5 inches and that area received as much as eight inches of rain in a very short time. The Board took it under advisement.

Leonard Vanatta, County Road Supervisor and Louis Schreiner, County Lot Supervisor appeared before the Board on county road business. Leonard presented a proposal for engineering services from Schwab Eaton for the sidewalk project in Crestline. The cost is not to exceed \$32,000.

A motion was made by Commissioner Collins to accept the terms and conditions of the agreement with Schwab Eaton. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Commissioner Moates asked them to check on the lower Lowell Rd. where it ties into Commons Rd. The chip seal appears to be deteriorated. Louis requested a payment to John Parson in the amount of \$750.38 for the application of dust control material for a resident that was left off the list earlier. The Board approved the payment. Commissioner Collins asked them to check on the bridge approach near Lawton. Commissioner Moates stated that as a result of a meeting in Baxter Springs last Thursday, phase two and phase three will be completed at the same time on the Baxter 5th Street Project.

Terry Clugston, County Under-Sheriff, presented a proposal to upgrade the dispatch phone system to be compatible with the state system as they transition to the new state hosted 911 System. He stated that 911 funds can be used for the upgrade.

A motion was made by Commissioner Collins to allow the dispatch center improvements as presented. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Clugston also presented a proposal to purchase vehicle repeaters at a cost of \$22,400. 911 funds can be used for this purchase.

A motion was made by Commissioner Collins to purchase the vehicle repeaters as presented. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Ralph Houser reported that Stockton Restoration had been here to seal the windows in the courtroom again. They can't find where the water is getting into the building from. Commissioner Moates presented a request from the District Court Clerk to have the restrooms in the Jury Room updated after water leaks have caused some damage. Houser also asked the Board to consider putting in a desk or station for the courthouse security/bailiff officer on the ground floor. The Board took it under advisement.

Mark Hixon, County Appraiser, appeared before the Board. Commissioner Collins stated that since the chemical plant recently sold, an evaluation or assessment of the property taxes would be in order. Hixon stated that there are companies that appraise those types of properties. He suggested getting with Janet Miller as she is familiar with the new owners. An appraisal by the buyers and the sellers was probably done. The Board asked him to start the process.

Commissioner Moates asked Jason Allison to check on a house in Lowell, south of the nursing home that has a junkyard with numerous vehicles in the back. Allison stated that it's been looked at before but nothing was ever done but he would take a look at it. He stated that he is also working with the City of Columbus and their bond issue for the possibility of mitigation money being available to fund a storm shelter in the proposed recreation center.

A motion was made by Commissioner Moates to recess until 11:15 a.m. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 10:43 a.m.

The meeting reconvened at 11:15 a.m.

Mac Young, 11th Judicial District Administrator, appeared before the Board to present the Community Corrections Fiscal Year 2018 Report. He stated that the main focus is always on the success rate. State law requires a 75% success rate and the 11th District finished at 69.8%. Cherokee County had an 84% success rate. Offender unemployment had a goal to be under 30% and finished with a 30.5% rate.

A motion was made by Commissioner Collins to accept the report as presented. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

A motion was made by Commissioner Collins for an executive session with the Board for the discipline of non-elected personnel for a period of 10 minutes. The motion was seconded by Commissioner Moates. The motion carried 3-0 at 11:27 a.m.

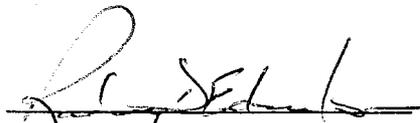
The meeting reconvened at 11:37 a.m.

No action was taken during the executive session.

Larry Hiatt presented an ad for Columbus Day Hot Air Balloon Festival at a cost \$280 for a full color advertisement. The Board approved the request.

Commissioner Moates made a motion to adjourn until the next regular meeting set for Monday, September 24, 2018 at 9:00 a.m. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 11:42 a.m.

ATTEST: Resolved and ordered this 24th day of September, 2018


Cherokee County Clerk


Commissioner


Commissioner


Commissioner



September 14, 2018

Mr. Leonard Vanatta
Projects Coordinator
Cherokee County Courthouse
110 W. Maple St., P.O. Box 607
Columbus, KS 66725

Re: Proposal Engineering Services
for City of Crestline Sidewalks
Cherokee County 2018

Dear Leonard:

Schwab-Eaton (SE) will provide the engineering services for the City of Crestline Sidewalk project. Our early development and design parameters at this time is to provide either a 4' to 5' wide sidewalk that is approximately 1,500' in length that will meet ADA regulations. The sidewalk is located within the Alt. 69/US 400 east R/W that will begin south of Pintail Lane and continue to the north of Gold Finch Lane.

The implementation of ADA requirements can be quite challenging especially trying to adjust the many varying existing cross slopes to meet the current regulations e.g. sidewalk and driveway cross slopes, street intersections, an old railroad bed, areas upheaved or settled etc.

We are currently working with the Southeast Kansas Regional Planning Commission (SEKRPC) in hopes of acquiring a Community Development Building Grant (CDBG). They will require a detailed preliminary engineering report with the application prior to October 1st. With the approval of this contract, we are anticipating the preliminary engineering report will be like what we completed for the Galena Viaduct Reconstruction project in 2016.

Schwab-Eaton will complete the engineering services for the design work that includes a topographic survey, plans and specifications etc. to be paid by the hour using the SE prevailing hourly charge out rates not-to-exceed an anticipated maximum of \$32,000.00.

Schwab-Eaton will continue to work with the SEKRPC to assist the County to acquire an CDBG grant. The SEKRPC CDBG services is a continuance of services on an hourly basis that is not included in the above design work. Please note the SEKRPC has stated that the CDBG grants can become quite competitive at times so there is no guarantee that a grant will be awarded for this project.

We appreciate the opportunity to complete this important service for Cherokee County and trust it will meet with your approval. We believe that your signed acceptance of this proposal will serve as satisfactory evidence of our mutual agreements and obligations.

Civil Engineers

Land Surveyors

Landscape Architects

Terms and Conditions

The following Terms and Conditions are attached to this letter proposal (herein referred to as the Agreement) dated Sept 17-18 for the City of Crestline Sidewalk project between Schwab-Eaton, P.A. (herein referred to as SE) and Cherokee County (herein referred to as the Client).

Access to Site:

Unless otherwise stated, the Client shall grant or secure the legal right for SE to access the site for activities necessary for the performance of the services. Although SE will take reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to hold harmless SE, its officers, directors, employees and sub consultants against any damages, liabilities or costs arising or allegedly arising from procedures associated with surveying, testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Dispute Resolution:

Causes of action between the parties of this Agreement pertaining to acts, or failures to act, shall be deemed to have accrued and the applicable statutes of limitation shall begin to run not later than the date of Substantial Completion. Any claims or disputes made during design, construction or post-construction between the Client and SE shall be submitted to non-binding mediation. Client and SE agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings and Payments:

Invoices for SE's services shall be submitted, at SE's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, SE may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all the account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Standard of Care:

In providing services under this Agreement, SE will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to SE and by mutual agreement between the parties, SE will without additional compensation correct those services not meeting such a standard.

Certifications:

Guarantees and Warranties: SE shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence SE cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and SE, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, SE's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the Consultant's Fee. Such causes

include, but are not limited to, SE's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This Agreement may be terminated by the Client or SE should either fail to perform its obligations hereunder. In the event of termination, the Client shall pay SE for all services rendered to date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by SE under this Agreement shall remain the property of SE and may not be used by the Client for any other endeavor without the written consent of SE.

Fee Adjustments:

If protracted delays occur in the project for reasons beyond SE's control, SE may, at its option, negotiate with the Client an equitable adjustment in compensation for services yet to be provided. The adjustment shall be derived from the impact of said delay(s) due to factors including, but not limited to, changes in price indices and pay scales applicable to the period when services are in fact to be rendered. This Agreement may be terminated by the Client or SE if failure to agree on an adjustment in compensation should occur.

Project Budget:

The Client shall agree that project estimates furnished by SE for items including, but not limited to, land acquisition, repairs or modifications to existing facilities, new construction or services provided by others, are not a guarantee of the actual cost(s) that will be incurred. SE agrees to exercise a standard measure of care in the preparation of cost estimates. The Client shall, in writing, advise SE immediately upon receipt of cost estimate information if budgetary limitations appear to preclude implementation of the project as proposed.

Costs of Permits: SE shall assist the Client in applying for those permits and approvals identified in the Agreement. Unless otherwise specifically indicated in the Agreement, assistance will be limited to completing and submitting forms to the appropriate regulatory agency having jurisdiction and does not include special studies, special research, special testing or special documentation not normally required for this type of project. Review fees and other direct expenses related to the cost of obtaining permits from governmental or regulatory entities shall be borne by the Client and are not included as a part of SE's fee unless stated otherwise within the Agreement.

Hazardous Materials:

If any hazardous materials are discovered by anyone on or about the project site, or it becomes known that such materials may be present at or adjacent to the project site, the existence of which may affect the performance of services under this Agreement, SE shall have the option, and without any liability, to suspend the performance of its services until the Client or the Client's contractors remove such hazardous material and certify that the project site is in complete compliance with all applicable laws and regulations.

Information Provided by Client:

The Client shall at his cost furnish SE copies of all available reports, data, surveys, records, information and instructions required by this Agreement. SE may use said items in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Change in Scope:

Services not set forth in the Agreement are specifically excluded from the scope of SE's services and not part of this Agreement unless the Client should choose to add such as an Additional Service. If the Client should desire Additional Services, both contracting parties shall discuss and define the scope of said

service(s) and respective fee. A supplementary agreement will be prepared and executed between both parties before SE commences said service(s).

If the scope of the requested Additional Service is not well defined, SE may commence said services upon the Client's written authorization. The Client thereby agrees to compensate SE for said Additional Service on an hourly basis at SE's prevailing hourly charge rates.

Client's Review of SE's Progress Submittals:

The Client agrees to review document submittals from SE in a thorough and timely manner as the design process progresses. The Client will provide SE feedback regarding the submittal and any necessary changes. SE will respond accordingly within the limits established by the scope of services and based on SE's professional judgment and standard of care. The Client acknowledges that his feedback impacts SE's execution of professional services and subsequent document submittals.

If the Client requests change(s) to work previously accepted on an earlier submittal and SE is unable to respond to said change(s) without loss in time and/or resources, SE will so advise the Client prior to commencing said change(s). If the Client determines that said change(s) remain necessary, he will provide written notification to SE and thereby agrees to compensate SE for the change(s) on an hourly basis at SE's prevailing hourly charge rates.

Assignment:

Neither the Client nor SE may delegate, assign, sublet or transfer other duties or interest in this Agreement without the written consent of the other party.

Binding upon Successors:

This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns and legal representatives.

Insurance:

SE represents and warrants that it and its agents, staff and consultants employed by it are protected by workers compensation and insurance and that SE has such coverage under professional liability and property damage insurance policies which SE deems to be adequate. SE agrees to furnish certificates of insurance to the Client, if the Client so desires.

Indemnification:

SE agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against damages, liabilities or costs to the extent caused by SE's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom SE is legally liable.

The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify SE against all damages, liabilities or costs to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor SE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Verification of Existing Utilities:

Any topographic surveys performed by SE under the basic services under this Agreement that include surveying of buried utilities marked by others, require certain assumptions be made regarding the accuracy and completeness of the information provided by others that cannot be verified by SE without the Client expending potentially substantial sums of money. Therefore, the Client agrees to bear all costs,

losses and expenses, including the cost of SE's Additional Services, arising from the discovery of unknown utility locations and/or conditions during construction.

If the Client desires a higher level of investigation, the Client shall request such service as an Additional Service in accordance with the terms of this Agreement. As part of this Additional Service, SE shall perform additional research and hiring the excavation and exposure of existing utilities at locations assumed by SE, with the ordinary standard of professional care, to be representative of what would be encountered during construction. The Client recognizes, however, that such research and investigation may not identify all underground utility locations and conditions and that the information upon which SE reasonably relies may contain errors or be incomplete.

Verification of Existing Structure Conditions:

The remodeling, rehabilitation, and/or renovation of the existing structure(s) require(s) certain assumptions be made by SE regarding existing conditions that cannot be verified without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure(s). Therefore, the Client agrees to bear all costs, losses and expenses, including the cost of SE's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure(s).

Record Drawings:

SE makes no warranty regarding the accuracy or completeness of any record drawings prepared by SE showing changes in the Work during construction when record drawings are based upon unverified information provided by others.

Acceptance of Terms and Conditions:



(SE)

 Chairman

(Client)

Sincerely,

SCHWAB-EATON, P.A.



David G. Beach, P.E.

Accepted By:

**BOARD OF COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS**


Chairman

9/12/2018
Date


Member
Member
County Clerk



STATEMENT OF WORK

SCHEDULE OF CHARGES
HARDWARE AND SOFTWARE
EQUIPMENT AGREEMENT

Cherokee County

Company Name:
 Cherokee County
Customer Sold To #:

Quote Number: AUS4153511
 Quote Date: 9/11/2018
 Expiration Date: 11/3/2018

Ship to Contact: Undersheriff Terry Clugston
Ship to Tel: 620-429-3992

Ship to Address:
 915 E. Country Road
 Columbus KS 66725

Account Executive: Mike Bertsch 678-893-5650

Delivery Date:

The following charges apply to this SOW and Project only.

<u>QTY</u>	<u>PRODUCT</u>	<u>TOTAL LIST</u>	<u>TOTAL PRICE</u>
2	IP OFFICE R10+ ESSENTIAL EDITION EMBEDDED VM 2CHANNELS LIC:CU	\$826.00	\$371.62
1	IP OFFICE R11 ESSENTIAL EDITION LIC:DS	\$528.00	\$237.54
10	IP OFFICE ISDN CABLE RJ45/RJ45 3M RED	\$50.50	\$22.72
2	POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA	\$38.00	\$17.11
1	IP OFFICE IP500 EXTENSION CARD PHONE 8	\$1,040.00	\$467.88
2	IP OFFICE IP500 RACK MOUNTING KIT	\$126.00	\$56.70
1	IP OFFICE 500 VERSION 2 CONTROL UNIT	\$683.00	\$307.28
1	IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW	\$53.00	\$23.85
3	BUTTON MODULE 12 BUTTON	\$546.00	\$211.44
1	AVAYA B149 ANALOG CONFERENCE PHONE	\$728.00	\$323.37
1	IP OFFICE IP500 TRUNK ANALOG 4U V2	\$420.00	\$188.95
2	IP OFFICE IP500 V2 COMBO CARD ATM V2	\$1,262.00	\$567.77
3	9508 TELSET FOR IPO ICON ONLY	\$1,332.00	\$599.25
8	9508 TELSET FOR IP OFFICE ICON 4 PACK	\$12,920.00	\$5,812.57
1	IP OFFICE IP500 DIGITAL STATION 30B V2 RJ45	\$3,895.00	\$1,752.31
3	GLOBAL POE Y ADAPTER FOR DIGITAL PHONE BUTTON MODULES	\$60.00	\$46.64
3	C5 POWER CORD NORTH AMERICA	\$69.00	\$53.64
3	GLOBAL SINGLE PORT POE INJECTOR 10/100/1000 15.4W KIT	\$99.00	\$76.95
35	Reuse Wiring		
10	Test Analog Circuits		
	AT&T Voice Mtc Svcs - 24x7x5 Year(s)		\$5,712.00



STATEMENT OF WORK

Finance your new system with an AT&T Capital Services		
	\$1	FMV
12 Monthly Payments	\$1,545.05	\$1,452.72
24 Monthly Payments	\$808.30	\$758.96
36 Monthly Payments	\$542.65	\$534.14
48 Monthly Payments	\$426.47	\$433.44
60 Monthly Payments	\$358.99	\$370.46

Lease rates are for commercial leases only and **do not include applicable taxes or maintenance costs**
 Lease proposal subject to credit approval and acceptance by AT&T Capital Services. Questions? Call 1-800-733-1481

Note:

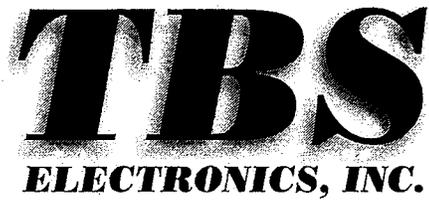
- All returns subject to a 20% restocking fee
- Shipping costs are estimates
- Quote does not include applicable taxes
- The above prices DO NOT include any required house and/or net-Pop cables or monthly line charges

Equipment Subtotal:	\$24,675.50
Discount:	\$13,537.91
Equipment Total:	\$11,137.59
Installation:	\$6,517.11
Shipping:	\$55.69
Training:	
Support Svcs. (5 Yrs.):	\$1,743.00
OEM/ERS Services:	\$0.00
Services Subtotal:	\$1,743.00
Voice Maint. Solutions (5 Yrs.):	\$5,712.00
Grand Total:	\$25,165.39

Date Printed: 9/11/2018

Release Date: 9/21/16

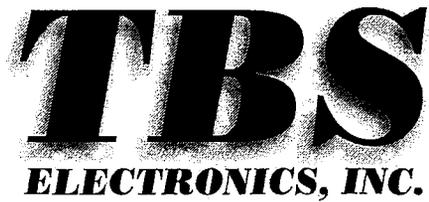
Customer Initials _____



EQUIPMENT PROPOSAL

To:	Terry Clugston	From:	Brad Grabar
Company:	Cherokee County Sheriff	Company:	TBS Electronics, Inc.
Address:	915 E Country Road Columbus, KS 66725	Address:	5225 SW Topeka Blvd. Topeka, KS 66609
Phone:	620-429-3992	Phone:	785-862-7450
Fax:	620-429-1207	Fax:	785-862-7647
Project:	Cellular BDA	Date:	9/13/18

<u>Qty</u>	<u>Description</u>		<u>Your Price</u>
1	Fusion 5X 2.0 – Dome Kit -Cell Booster Kit w/ Sentry Remote Monitoring -(1) Outdoor Yagi & (1) Indoor Dome Antennas		\$1,055
4	Type N Male Connectors	\$8.50 ea	\$34
1	Tech Labor -Install connectors on coax, install BDA, & verify operations -Customer to supply and run coax		\$800
		Total	\$1,889



EQUIPMENT PROPOSAL

To:	Terry Clugston	From:	Brad Grabar
Company:	Cherokee County Sheriff	Company:	TBS Electronics, Inc.
Address:	915 E Country Road	Address:	5225 SW Topeka Blvd.
	Columbus, KS 66725		Topeka, KS 66609
Phone:	620-429-3992	Phone:	785-862-7450
Fax:	620-429-1207	Fax:	785-862-7647
Project:	Pyramid SVR-200 Vehicular Repeater		

<u>Qty</u>	<u>Description</u>	<u>Your Price</u>	<u>Extended</u>
20	Pyramid SVR-200 Vehicular Repeater -UHF 450-470 MHz, 12.5 Khz	\$1,120	\$22,400
	w/ 7505-10-1245 XTL Factory Radio Cable		
	*Shipping/Install not included		

Feel free to call me at 1-800-530-5550 with any questions about this quote.

Thanks,

Brad Grabar

TBS Electronics