

MINUTES FOR JUNE 13, 2016
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Chairman Myers 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, June 13, 2016 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Robert Myers, Pat Collins, Charles Napier, County Counselor Barbara Wright and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt, Jordan Zabel, and Sarah Okeson

A motion was made by Commissioner Napier to approve the Minutes of June 6, 2016 BOCC meeting as written. The motion was seconded by Commissioner Collins. The motion carried 3-0.

Leonard Vanatta - County Road Supervisor

He appeared before the Board on routine county road business.

A citizen that lives on NW 10th St. appeared before the Board to request speed limit signs be placed on NW 10th St. now that Highway 7 is closed. The Board asked Leonard to put the signs up, and they will ask the Sheriff for extra patrol in that area.

A motion was made by Commissioner Napier to enter an Executive Session with the Board and Counselor Wright for the purpose of Non-Elected Personnel to conduct employee interviews for a period of 15 minutes. The motion was seconded by Commissioner Collins. The motion carried 3-0 at 9:08 AM.

The meeting reconvened at 9:23 AM.

No action was taken during the Executive Session.

A motion was made by Commissioner Collins to enter an Executive Session with the Board and Counselor Wright for the purpose of Non-Elected Personnel for a period of 15 minutes. The motion was seconded by Commissioner Napier. The motion carried 3-0 at 9:25 AM.

The meeting reconvened at 9:40 AM.

No action was taken during the Executive Session.

A motion was made by Commissioner Collins to enter an Executive Session with the Board for the purpose of Non-Elected Personnel for a period of 15 minutes. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 9:41 AM.

The meeting reconvened at 9:56 AM.

No action was taken during the Executive Session.

Jason Allison, Art Mallory - Emergency Management

They appeared before the Board regarding the tower lease agreement with Jack Maxton. They explained that the use of the tower was for the radio repeater for the north end of the county. The Board stated that they should get with Counselor Wright to draft an agreement if one does not exist.

Jason also stated that the storm sirens located at the Scammon Express Lane and Stippville will need to be moved for the Highway 7 project. Estimated cost is \$3,000 each. The Board asked him to get a couple of bids to move the storm sirens.

A motion was made by Commissioner Collins to pay the tower lease to Jack Maxton in the amount of \$2,500. The motion was seconded by Commissioner Napier. The motion carried 3-0.

Ron Reynolds - City of Columbus

He appeared before the Board to see if a decision has been made regarding their request for assistance with the parking area at Park Cemetery. The Board asked him to get a bid for asphalt instead of concrete.

A motion was made by Commissioner Napier to take a 10 minute recess. The motion was seconded by Commissioner Collins. The motion carried 3-0 at 10:08 AM.

Clerk Edmondson presented a quote from Stronghold Data for a new SonicWALL for the Courthouse in the amount of \$210. The Board asked him to check on a discount for an annual payment instead of a monthly payment. The item will be placed on the agenda for next week for consideration.

A motion was made by Commissioner Collins to approve the Extension Council's 2017 budget request as presented last week. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Collins to approve the SEK Works agreement as presented last week. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Napier to approve the agreement with Labette Community College as presented last week. The motion was seconded by Commissioner Myers. The motion carried 3-0.

A motion was made by Commissioner Napier to approve the agreement with Class LTD as presented last week. The motion was seconded by Commissioner Collins. The motion carried 2-0 with Commissioner Myers abstaining.

Chairman Myers signed the Inter-local Agreement with Baxter Springs for the Neighborhood Revitalization Program as previously approved. The original will be delivered to Baxter Springs for additional signatures.

A motion was made by Commissioner Collins to approve the contract with Tri-State Asphalt according to the accepted bid. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Napier to approve the contract with Frost Oil according to the accepted bid. The motion was seconded by Commissioner Collins. The motion carried 3-0.

A motion was made by Commissioner Collins to approve the contract with Jim Woods Marketing according to the bid sheet. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Collins to approve Resolution 13-2016 establishing a Procurement Policy for Cherokee County as presented by Counselor Wright. The motion was seconded by Commissioner Myers. The motion carried 3-0.

A motion was made by Commissioner Napier to approve Resolution 14-2016 establishing a Civil Rights/Fair Housing Policy for Cherokee County.

A motion was made by Commissioner Napier to approve the procedural steps for the Fair Housing Policy. The motion was seconded by Commissioner Collins. The motion carried 3-0.

The Board took under advisement and placed on the agenda for next week for consideration a draft resolution and policy for Code of Ethics as presented by Counselor Wright.

The Board discussed the current placement of vending machines on county property. A decision was made not to change anything for now.

The Board stated that they should tour the Law Enforcement Center periodically. They asked Clerk Edmondson to arrange a time next Monday to tour the facility.

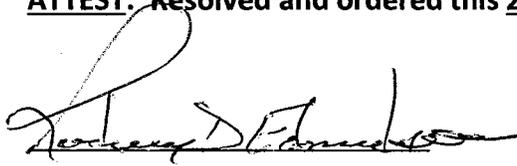
A motion was made by Commissioner Myers to enter an Executive Session with the Board and Counselor Wright for the purpose of Attorney/Client Privilege for a period of 10 minutes. The motion was seconded by Commissioner Napier. The motion carried 3-0 at 10:54 AM.

The meeting reconvened at 11:04 AM.

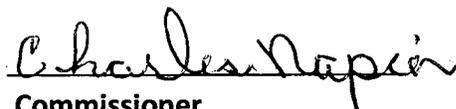
No action was taken during the Executive Session.

Commissioner Napier made a motion to adjourn until the next regular meeting set for Monday, June 20, 2016 at 9:00 AM. The motion was seconded by Commissioner Collins. The motion carried 3-0 at 11:05 AM.

ATTEST: Resolved and ordered this 20th day of June, 2016


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") entered into this 19th day of May 2015, by and between the City of Baxter Springs, a duly organized municipal corporation hereinafter referred to as "City" and Cherokee County Commissioners, hereinafter called "Party of the Second Part".

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

WHEREAS, all Parties are pursuant to K.S.A. 12-2903, public agencies, capable of entering into interlocal agreements; and

WHEREAS, K.S.A. 1994 Supplement 12-17, 114 provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive by acting jointly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. The parties agree to consider and adopt a neighborhood revitalization plan in substantially the same form and content as Exhibit A, attached hereto and incorporated by reference as it fully set forth herein. Failure by any of the parties as listed on Exhibit B attached hereto and incorporated by reference as if fully set forth herein to adopt such a plan shall not constitute a breach or default of this agreement, but shall be cause for any party who has previously signed this agreement to rescind. The parties further agree the neighborhood revitalization plan as adopted will not be amended by any of the parties except as may be necessary to comply with applicable State law or regulation. Both parties agree that in order for a participant to be eligible to receive the tax rebate as allowed in Exhibit A, a participant must be current on all real estate and personal property owed for all property in Cherokee County, not just property located in the City of Baxter Springs. Failure to do so by a participant makes the participant ineligible for the rebate for the remainder of the program. Failure to pay the real estate taxes by the date they become due for a property in the program will remove said property from the program with said property not eligible to be put back in the program if the taxes are subsequently paid after the due date.

2. The parties further agree that the City shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. The parties acknowledge and agree that 100 % of the 5% administration fee shall be used and retained by the City of Baxter Springs for neighborhood and downtown revitalization projects, all as described in the neighborhood revitalization plan.

3. This agreement shall expire five years after Attorney General's approval. The parties agree to undertake review of the neighborhood revitalization plan commencing on December 1, 2019 to determine continuation of a neighborhood revitalization plan and participate in a new interlocal agreement.

4. This agreement shall be executed in several counterparts, all of which together shall constitute one original agreement.

5. The parties agree that termination of this agreement by any party prior to its expiration date would adversely impact the plan and, consequently, this agreement makes no provision for termination prior to the expiration date.

IN WITNESS WHEREOF, the parties have hereto executed this contract as of the day and the year first above written.

CITY OF BAXTER SPRINGS, KANSAS

By *Randall Chase*
Mayor

ATTEST:

Debra Weston
City Clerk

Cherokee County Commissioners

By *Robert Myers*

ATTEST:

Patricia Edwards
Clerk

Approved by
Kansas Attorney Generals Office, Topeka, Kansas

By: _____

Date: _____

AGREEMENT FOR PURCHASE OF SERVICES

This AGREEMENT, made and entered into the 3rd day of June 2016, by and between LABETTE COMMUNITY COLLEGE, hereinafter called "College," and, Cherokee County, hereinafter called "Provider."

WHEREAS, the Kansas Community College Task Force has charged the Kansas Community College system with the following mission, among others:

- * To provide customized educational training programs to assist qualified employers to train their employees in job related skills;
- * To provide courses, associate degree programs, certificates, and other vocational/technical training to prepare students to update their job skills, to advance in their jobs, to retrain in new job fields or recreation/personal growth opportunities to allow employees to remain productive in a competitive environment.

WHEREAS, The Kansas Board of Regents has set policy on the provision of education and training to providers.

WHEREAS, the College desires to utilize the services of the Provider in providing both specialized and general education to students of the college.

WHEREAS, the Provider desires to provide the services to the College and to provide the College the benefit of its unique skills, knowledge, facilities, and equipment toward carrying out the educational mission of the College and thereby improving the educational opportunities of its employees.

NOW, THEREFORE, the College and the Provider agree as follows:

- I. Services to be provided. Services provided to the College by the Provider shall include but not be limited to the following:
 - a. Classroom facilities. Cherokee County will serve as a training site for educational programs or classes conducted by the College. The Provider will maintain complete authority and control over classroom facilities at Cherokee County facility. The furnishing of the aforesaid facilities shall be subject to the scheduling and control of the Provider in keeping with the rules and regulations of the College. Employees shall be subject to the scheduling and control of the Provider in keeping with the rules and regulations of the College.
 - b. Equipment usage. The Provider will make available to the College access to and use of equipment necessary to conduct specialized training in the operation, use or maintenance of such equipment.
 - c. Faculty. The Provider will offer, when appropriate, qualified faculty members who will be under a College instructional contract for the programs. The faculty will be responsible to the college for the instruction, control and supervision of the students consistent with the rules and regulations of the College.
 - d. Consulting. The Provider will provide consulting services to the college based upon unique skills of its officers, employees or agents. Such consultation may relate to course curriculum, personal educational needs of employees or other areas as deemed appropriate by the College.

- e. Supplies. The Provider will make available to the College supplies or course material deemed appropriate by the College and the Provider.
 - f. General. The Provider will offer such other services as may be agreed upon from time to time.
- II. Scholarships. The College agrees to provide scholarships, including normal fees, to employees of the Provider based on a request for the training and verification of employment by the employer; verification must be received during each semester in which the employee is attending the College. The employee will pay material, lab and other equipment usage fees incurred through enrollment in training.
- III. Students. It is understood that the Provider may from time to time enroll individuals designated by the Provider in classes offered by the College.
- IV. Offering of Courses. The determination of courses to be offered and the determination of the number of students required to offer a course shall remain at the sole discretion of the College in consultation with the Provider. The Provider reserves the right to restrict the types of courses covered by this agreement. If the Provider restricts the courses, an attachment will be added to this document.
- V. Termination or Modification of Agreement. This agreement is for a period of one (1) year and is renewable. The agreement may be terminated by either party at the conclusion of any semester by providing the other party with written notice sixty (60) days prior to the beginning of the next semester.

LABETTE COMMUNITY COLLEGE

CHEROKEE COUNTY

BY _____

BY Robert Myers
Robert Myers, Chairman

Dr. George C. Knox, President

RESOLUTION NO. 13-2016

**A RESOLUTION ESTABLISHING PROCUREMENT POLICY FOR
CHEROKEE COUNTY, KANSAS**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
CHEROKEE COUNTY, KANSAS, THAT THE FOLLOWING RESOLUTION BE
ADOPTED:**

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. Bids or proposals for services, supplies or property shall comply with the following procedures when the professional services or materials are for a Community Development Block Grant (CDBG) project:

A. Small purchase procedures utilize a simple and informal method that is sound and appropriate for the procurement of services, supplies, or other property, costing in the aggregate not more than \$25,000. Cherokee County will utilize the services of county employees or currently contracted/utilized service providers whenever possible. Any procurement of services requires County Commission approval. Any supplies needed above \$300 require County Commission approval. The County Commission gives preference to local businesses on all purchases of goods and services when available. Written and faxed quotes are solicited and accepted by the County Commission. The County will decide on a case-by-case basis whether execution of a formal contract is necessary.

B. Competitive sealed bids are initiated at the discretion of the Cherokee County Commission. All bids must meet or exceed specifications of the County Commission. The invitation for bids, including specifications and pertinent attachments clearly define the items or services needed in order for the bidders to properly respond to the invitation. Bids are opened publicly at the time and place stated in the invitation for bid. The contract is awarded to the responsible bidder whose bid, conforming to all of the material terms and conditions of the invitation to bid, is lowest in price. The County Commission will decide on a case-by-case basis whether execution of a formal contract is necessary.

C. Competitive negotiation, proposals requested from a number of sources and a Request for Proposals (RFP) or a Request for Qualifications (RFQ) is not utilized by the Cherokee County Commission.

D. Noncompetitive negotiation is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined to be inadequate. Noncompetitive negotiation will be utilized when limited to the following:

1. The item is available from only one source;
2. After solicitation of a number of sources, competition is determined to be inadequate;
3. A public emergency will not permit or may cause a delay with competitive bids.

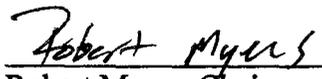
SECTION 3. PROCUREMENT RECORDS. The Cherokee County Commission shall maintain records sufficient to detail the significant listing of procurement, including the rationale for the method of procurement, contract type, respondent selection or rejections, and the basis for the contract amount or price.

SECTION 4. PUBLICATION. The County Clerk shall cause this resolution to be published in the official County Newspaper.

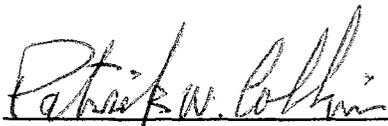
SECTION 5. CONFLICT. All resolutions, County policies or parts thereof, in conflict herewith are hereby expressly repealed insofar and they conflict herewith.

SECTION 6. EFFECTIVE DATE. This resolution shall be effective upon passage.

PASSED AND APPROVED this 13th day of June, 2016, by the Board of County Commissioners of Cherokee County, Kansas.


Robert Myers, Chairman
Cherokee County Commissioner


Charles Napier
Cherokee County Commissioner


Patrick Collins
Cherokee County Commissioner

ATTEST:


Rodney D. Edmondson, County Clerk

SEAL

**PROCUREMENT POLICY
CHEROKEE COUNTY**

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B. Competitive sealed bids are initiated at the discretion of the Cherokee County Commission. All bids must meet or exceed specifications of the County Commission. The invitation for bids, including specifications and pertinent attachments clearly define the items or services needed in order for the bidders to properly respond to the invitation. Bids are opened publicly at the time and place stated in the invitation for bid. The contract is awarded to the responsible bidder whose bid, conforming to all of the material terms and conditions of the invitation to bid, is lowest in price. The County Commission will decide on a case-by-case basis whether execution of a formal contract is necessary.

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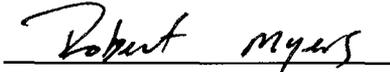
1. The item is available from only one source;
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Procurement Records

The Cherokee County Commission shall maintain records sufficient to detail the significant listing of procurement, including the rationale for the method of procurement, contract type, respondent selection or rejections, and the basis for the contract amount or price.

EFFECTIVE DATE

This resolution shall be effective upon passage. Passed this 13th day of June, 2016.


Robert Myers, Chairman

ATTEST:


Rodney D. Edmondson, County Clerk

SEAL

RESOLUTION NO. 14-2016

**A RESOLUTION ESTABLISHING CIVIL RIGHTS / FAIR HOUSING POLICY FOR
CHEROKEE COUNTY, KANSAS**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
CHEROKEE COUNTY, KANSAS, THAT THE FOLLOWING RESOLUTION BE
ADOPTED:**

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. The following procedures shall be followed for handling a civil rights/fair housing complaint(s) within Cherokee County, Kansas:

A. The County Clerk shall receive all complaints within his/her office and the complaint shall then be formally introduced to the County Commission at the next regularly scheduled meeting.

B. We, the County Commission shall try to assist in resolving the conflict between the parties involved. If a resolution of the problem cannot be reached, then we will forward the complaint to the proper authorities.

C. Fair housing discrimination complaints will be submitted to HUD by phone, letter, and/or a HUD-903 form. All such complaints will be submitted to HUD at:

Department of Housing and Urban Development
Kansas County Regional Office, Region VII
Office of Fair Housing & Equal Opportunity
Gateway Tower II - 400 State Avenue
Kansas County, KS 66101

or by calling the Housing Discrimination Complaint HOTLINE 1-800-669-9777.

D. In the event of a civil rights complaint, we agree to also contact the following agencies:

Kansas Human Rights Commission
900 Jackson Street - 8th Floor
Topeka, KS 66612
(785) 296-3206

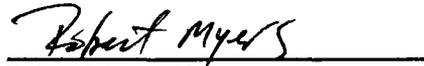
Kansas Department of Commerce
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354
(785) 296-3004

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

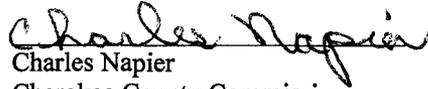
SECTION 4. CONFLICT. All resolutions, County policies or parts thereof, in conflict herewith are hereby expressly repealed insofar and they conflict herewith.

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

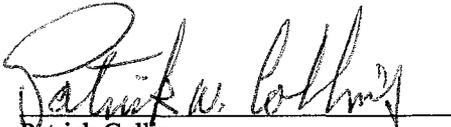
PASSED AND APPROVED this 13th day of June, 2016, by the Board of County Commissioners of Cherokee County, Kansas.



Robert Myers, Chairman
Cherokee County Commissioner



Charles Napier
Cherokee County Commissioner



Patrick Collins
Cherokee County Commissioner

ATTEST:



Rodney D. Edmondson, County Clerk

SEAL

CIVIL RIGHTS/FAIR HOUSING POLICY

We, the Cherokee County CommiCommissionssion adopt the following procedures for handling a civil rights/fair housing complaint(s) within our County.

- 1) The County Clerk shall receive all complaints within his/her office and the complaint shall then be formally introduced to the County Commission at the next regularly scheduled meeting.
- 2) We, the County Commission shall try to assist in resolving the conflict between the parties involved. If a resolution of the problem cannot be reached, then we will forward the complaint to the proper authorities.
- 3) Fair housing discrimination complaints will be submitted to HUD by phone, letter, and/or a HUD-903 form. All such complaints will be submitted to HUD at:

Department of Housing and Urban Development
Kansas County Regional Office, Region VII
Office of Fair Housing & Equal Opportunity
Gateway Tower II - 400 State Avenue
Kansas County, KS 66101

or by calling the Housing Discrimination Complaint HOTLINE 1-800-669-9777.

- 4) In the event of a civil rights complaint, we agree to also contact the following agencies:

Kansas Human Rights Commission
900 Jackson Street - 8th Floor
Topeka, KS 66612
(785) 296-3206

Kansas Department of Commerce
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354
(785) 296-3004

We do hereby adopt these procedures in resolving any civil rights/fair housing complaints.


Chairman

(SEAL)


County Clerk

AGREEMENT FOR PURCHASE OF SERVICES

This AGREEMENT, made and entered into the 3rd day of June 2016, by and between LABETTE COMMUNITY COLLEGE, hereinafter called "College," and, Cherokee County, hereinafter called "Provider."

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- * To provide customized educational training programs to assist qualified employers to train their employees in job related skills;
- * To provide courses, associate degree programs, certificates, and other vocational/technical training to prepare students to update their job skills, to advance in their jobs, to retrain in new job fields or recreation/personal growth opportunities to allow employees to remain productive in a competitive environment.

WHEREAS, The Kansas Board of Regents has set policy on the provision of education and training to providers.

WHEREAS, the College desires to utilize the services of the Provider in providing both specialized and general education to students of the college.

WHEREAS, the Provider desires to provide the services to the College and to provide the College the benefit of its unique skills, knowledge, facilities, and equipment toward carrying out the educational mission of the College and thereby improving the educational opportunities of its employees.

NOW, THEREFORE, the College and the Provider agree as follows:

- I. Services to be provided. Services provided to the College by the Provider shall include but not be limited to the following:
 - a. Classroom facilities. Cherokee County will serve as a training site for educational programs or classes conducted by the College. The Provider will maintain complete authority and control over classroom facilities at Cherokee County facility. The furnishing of the aforesaid facilities shall be subject to the scheduling and control of the Provider in keeping with the rules and regulations of the College. Employees shall be subject to the scheduling and control of the Provider in keeping with the rules and regulations of the College.
 - b. Equipment usage. The Provider will make available to the College access to and use of equipment necessary to conduct specialized training in the operation, use or maintenance of such equipment.
 - c. Faculty. The Provider will offer, when appropriate, qualified faculty members who will be under a College instructional contract for the programs. The faculty will be responsible to the college for the instruction, control and supervision of the students consistent with the rules and regulations of the College.
 - d. Consulting. The Provider will provide consulting services to the college based upon unique skills of its officers, employees or agents. Such consultation may relate to course curriculum, personal educational needs of employees or other areas as deemed appropriate by the College.

- e. Supplies. The Provider will make available to the College supplies or course material deemed appropriate by the College and the Provider.
 - f. General. The Provider will offer such other services as may be agreed upon from time to time.
- II. Scholarships. The College agrees to provide scholarships, including normal fees, to employees of the Provider based on a request for the training and verification of employment by the employer; verification must be received during each semester in which the employee is attending the College. The employee will pay material, lab and other equipment usage fees incurred through enrollment in training.
- III. Students. It is understood that the Provider may from time to time enroll individuals designated by the Provider in classes offered by the College.
- IV. Offering of Courses. The determination of courses to be offered and the determination of the number of students required to offer a course shall remain at the sole discretion of the College in consultation with the Provider. The Provider reserves the right to restrict the types of courses covered by this agreement. If the Provider restricts the courses, an attachment will be added to this document.
- V. Termination or Modification of Agreement. This agreement is for a period of one (1) year and is renewable. The agreement may be terminated by either party at the conclusion of any semester by providing the other party with written notice sixty (60) days prior to the beginning of the next semester.

LABETTE COMMUNITY COLLEGE

CHEROKEE COUNTY

BY _____

BY Robert Myers
Robert Myers, Chairman

Dr. George C. Knox, President



ASSISTING INDIVIDUALS WITH DISABILITIES ALONG LIFE'S JOURNEY

1200 Merle Evans Drive • P.O. Box 266 • Columbus, Kansas 66725

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this 13 day of June, 2016 by and between the Board of County Commissioners of CHEROKEE COUNTY, KANSAS, hereinafter called Commissioners and CLASS LTD, hereinafter called "Service Provider."

WHEREAS, the Commissioners are desirous of providing services for the residents with mental retardation of the County and of levying a tax for providing such services, but have determined that it is more practicable to contract with a non-profit corporation for such services for the residents with mental retardation of said county as provided by K.S.A. 19-4007(a), and

WHEREAS, Service Provider is a non-profit corporation, licensed by the State Department of Social and Rehabilitation Services in accordance with K.S.A. 75-3307(b) and is capable of providing services for individuals with mental retardation.

NOW THEREFORE, the Commissioners contract for services as enumerated in 3. Below, for the residents with mental retardation of said county with Service Provider and Service Provider agrees to supply said services upon the following terms and conditions:

1. Term. The term of this agreement shall be for one (1) year commencing January 1, 2016 and ending December 31, 2016.

2. Consideration. The Commissioners agree to levy taxes upon all the taxable tangible property in the County as provided by K.S.A. 19-4004 for the purpose of providing revenue to pay for services for the residents with mental retardation of said county. Upon receipt of such tax money, the Commissioners shall pay the amount budgeted or actually received (whichever is less) to the Board of Directors of the Service Provider and the Board of Directors of the Service Provider is authorized to receive and expend such moneys to provide services for residents with mental retardation of said county. Payment of tax money collected are to be made quarterly. The amount to be budgeted for 2016 is \$ 111,457.

3. Services. The services to be provided are Children Services, Day Activity, Employment Services, Community Living, Respite Care, Transportation, Case Management and Administrative and Support Services.

4. Reports. Service Provider shall annually provide the Commissioners with a Certified Public Audit report showing the amount of fees collected, the amount of money received under said contract, and any other income, and showing further the disbursements, including salaries by Service Provider.

CLASS LTD
Service Provider

By: Scott Thompson
Scott Thompson
President/CEO

COMMISSIONERS:
Board of County Commissioners
Cherokee County

Charles N. ...
Robert W. ...

CHEROKEE COUNTY HIGHWAY DEPARTMENT

Cherokee County Highway Department is accepting BIDS price per ton for the period of May 16, 2016 to May 16, 2017 for the furnishing of complete laydown operation which includes the rollers, laydown machine, personnel to operate equipment and laborers; \$ 6.50; furnishing of distributors and tack oil, but is to exclude the trucking, which the Cherokee County Highway Department will do. \$ 2.00; Total \$ 8.50.

Note-this is the contract which must be signed by supplier within 7 days of the Cherokee County Commission's acceptance of supplier's bids for the products listed below. The lines below indicate places where the bid amount, supplier name and location of supplier are to be added later once determined. No other terms of this contract besides the bid amounts are negotiable and supplier by making his bid expressly and implicitly accepts all terms of the contract below.

CONTRACT

THIS AGREEMENT is made and entered into between the Board of County Commissioners of Cherokee County, Kansas, (hereinafter "Board"), and Tri-State Asphalt, Inc., under the terms and conditions as are hereinafter stated.

1. Whereas Board agrees to purchase all of its requirements of asphalt for road and highway construction and repair from Tri-State Asphalt, Inc. throughout the duration of this contract which shall be the period of May 11, 2015 thru May 11, 2016 subject to the exceptions and limitations as hereinafter specified.
2. Throughout the terms of this contract Tri-State Asphalt, Inc. agrees to supply the asphalt requirements of Board at the following prices: HMCL (commercial) asphalt at \$ 46.27 per ton; C-Mix asphalt at \$ 36.29 per ton; BM2D (Kansas specifications) asphalt at \$ 42.20 per ton; and, BM2 asphalt at \$ 36.29 per ton. All BM2D (Kansas specifications) asphalt shall be provided in conformity with the current Kansas Standard Specifications as promulgated by the Kansas Department of Transportation. All Commercial Mix (C-Mix) asphalt, Hot Mix Hot Lay (HMHL) and Hot Mix Cold Lay (HMCL) asphalt shall be supplied in compliance with any applicable governmental standards of the Kansas Department of Transportation.
3. Upon five (5) days oral or written notice by Board, or its duly authorized agents, per project, to Tri-State Asphalt, Inc. that a particular type of asphalt product as specified above be made available in sufficient quantities to Board at the Tri-State Asphalt, Inc. plant in or near (location of supplier's product) Picher, OK.
_____ Shall make such product available upon such 5th day after notice or sooner, if reasonably possible. In the event that the availability of such requested product, is not performed by Tri-State Asphalt, Inc. in a timely manner as specified above, then Board may meet its requirements of such requested product through other suppliers for the period of time that an assurance of availability to Board, and, in fact availability to Board, of the demanded asphalt product is not being accomplished by Tri-State Asphalt, Inc.. The Board, in the event another supplier is obtained under the conditions described above, shall hold such other supplier to the same standards for the requested product as it holds Tri-State Asphalt, Inc. hereunder.
4. Board shall have the right to perform its own testing at any time on any asphalt product supplied hereunder to determine if it meets with the Kansas Department of Transportation standards for such product as previously set forth hereunder.

In the event that Board desires to exercise any of its rights of rejection of supplied asphalt product as provided hereunder or for termination of the contract hereunder based upon inadequate quality of product supplied, it shall only be done upon a sample of the product believed to be inadequate being sent to Standard Testing and Engineering Company of Oklahoma City, Oklahoma, and such engineering firm confirming by written report made available to all parties herein stating that such product does not meet with such standards as stated previously herein. If the Board after testing as immediately described above rejects any supplied asphalt it may then meet its requirements through other sources until assurance of compliance with product standards are made by Tri-State Asphalt, Inc. to Board, and such product is, in fact, in compliance with such standards, constituting curing of the product.

5. Board shall have the right to terminate this contract upon 30 days prior written notice for good cause shown. Good cause shown shall include, but is not limited to, the following: a. Failure of Tri-State Asphalt, Inc. to meet the standards of quality as stated by the Kansas Department of Transportation of any asphalt product supplied hereunder as determined under the testing methods previously specified; b. failure of Tri-State Asphalt, Inc. to be able to supply a requested product upon 5 days notice as specified above when such failure occurs on a consistent basis as determined solely within the discretion of Board. Provided that, Tri-State Asphalt, Inc. shall have the right to cure any product not meeting the standards as stated above on each of the first three occasions that such product is required to be cured hereunder and such shall not constitute good cause to terminate the contract hereunder.

Tri-State Asphalt, Inc. shall have the right to terminate this contract upon 30 days prior written notice for good cause shown. Good cause shown shall include, but is not limited to, the following: a. failure of County to make timely and regular payment for the product supplied by Tri-State Asphalt, Inc.

6. All other customary practices exercised between the parties during the course of their past dealings shall be in effect as relates to the supply and acceptance of asphalt product hereunder, except that if a specific term of performance is stated herein it shall be controlling.
7. Besides the right of termination under the circumstances specified herein, each party reserves all rights and remedies otherwise available to it under law for any breach of contract hereunder, including but not limited to, specific performance, monetary damages incurred or sustained, and injunctive relief. This contract shall be interpreted under the laws of the State of Kansas. This agreement is intended by the parties to be the complete agreement of the parties and there are no other agreements, written or oral, existing at the time of its execution by both parties, that shall be enforceable. Any subsequent modification of the terms and agreements of this contract shall be in writing signed by both parties before it shall be valid and binding. Neither party shall assign any rights hereunder to any other persons or entities.

Signed and Executed this 13th day of May, 2016.

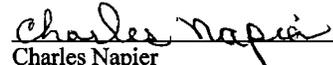
Tri-State Asphalt, Inc.

Bill Adams, President

* Please note
Prices listed on this bid are based on oil prices as of the date of this bid and are subject to the availability of oil. Mix prices are subject to change based on oil prices.

Signed and executed this 13th day of June, 2010 by the
Board of County commissioners of Cherokee County.


Pat Collins
Cherokee County Commissioner


Charles Napier
Cherokee County Commissioner


Robert Myers
Cherokee County Commissioner

****NOTICE****

This bid does not include materials for special State or Federal projects.

CONTRACT

For the oils, grease, and antifreeze as provided in the Notice to Bidders. Specifications, and Proposal forming a part of this contract, and attached hereto, all, which are hereby, made a part of this contract.

This agreement, entered into this 15th day of June, 2010 by and between the Board of Cherokee County Commissioners, Columbus, Kansas, party of the first part, and Frost Oil Co., known as the party of the second part, for the furnishing of asphalt, oils and grease, and antifreeze.

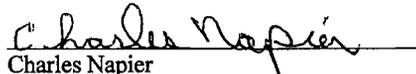
Witnesseth, That for and in consideration of the payments and agreements mentioned in the proposal, hereto attached, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part to furnish and deliver all asphalt, oils and grease, and antifreeze in accordance with the specifications and proposal herein described, and in full compliance with all the terms of this agreement, for the contract period, inclusive.

It is also understood and agreed that the advertisement, proposal and specifications hereto attached are all essential documents of this contract and are a part thereof.

In witness whereof, the parties hereto have set their hands on the date herein named.

THE BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY


Pat Collins


Charles Napier


Robert Myers

Party of the First Part

ATTEST:


County Clerk

**CHEROKEE COUNTY HIGHWAY DEPARTMENT
SPECIFICATIONS FOR 15W40 & 30 WT. HEAVY DUTY MOTOR OIL,
GREASE & ANTIFREEZE**

Bidders shall submit bids on regular trade marked or brand heavy duty 15W-40 and 30 weight motor oils and grease which have been approved by ordinance as meeting specifications SG-CD-CDII-CE-CF4 and/or later revisions. An affidavit shall be presented with bid stating oil and grease has been qualified by ordinance. The oil shall be suitable for use in tractors, trucks, passenger automobiles and automotive diesel equipment.

Consideration of the service and ability of the Company to stand behind its product will be given to the bidder.

The lubricating oils and grease shall be delivered to the County Lot as needed throughout the contract period.

The following brands and numbers are the bidders own recommendations of being the oil and grease that meets the requirement set out above.

The prices bid shall include all transportation charges to points of delivery.

The quantities shown are estimated quantities only. The Board of County Commissioners reserves the right to increase or decrease the individual items in any amount.

Payment will be made in regular routine upon receipt of vouchers properly signed and submitted to the County Engineer's Office.

If any oil or grease delivered shall fail to meet the requirement set out above, the same shall not be accepted by Cherokee County, and further this contract may be forthwith cancelled and terminated by the Board of County Commissioners.

Each product shall be delivered in bulk or in sealed containers marked as to its contents, and with its grade number; together with the month, year and name of company furnishing product.

According to the foregoing proposal and requirements, we propose to furnish F.O.B. the County Highway Department Warehouse in Columbus, Kansas, lubricants at the following prices:

ITEM

15w-40 CJ4, Bulk *6.25 per gallon*

Fleet 30 CF, CF-2/SL Drum *331.10*

Hydraulic Oil Universal Tractor Hydraulic Fluid - Specs - CAT TO-2 - J.I Case Ms-1210 (TCH) - John Deere J-20C Bulk *5.10 per gallon*

Tandem Drive T04 SAE 50wt. Drum *442.20*

Circle Drive API GL-5/MT-1 Gear oil 85-140wt. Drum *464.75*

Coolant E.L.C. 50/50 Heavy Duty Drum *330.00*

Multi-Purpose Transmission Gear Oil 400# drums - GL5 80/90 *420.75*

Chassis Grease EP#2 Cartridges 5% Moly *3.50 per tube*

D3M Spec. GM-6137-M Ford M2C185A Allison C-3 Cat TO-2 Bulk *5.47 per gallon*

Diesel Exhaust Fluid, 32.5 strength urea solution and deionized water 55 gal. drum *119.35*

50/50 Universal Permanent Antifreeze
Spec. GM 1825- GM 1899- Ford ESE-M97B44-A-Cummins 85T8-2-ASTM 4895 *308.55*

55 Gallon drums DEF (Diesel Exhaust Fluid) *119.35*

*NOTE SPECIFICATION SHEETS FOR ALL PRODUCTS MUST BE FURNISHED WITH BID.
Specs for Oil & Grease

** Due to the unstable market, prices subject to change*

Some items

It is hereby understood and agreed that the undersigned is submitting this bid with the understanding that any lubricating oil delivered to Cherokee County by him will meet the requirements as set forth in the above specifications.

SUBMITTED BY:

Frost Oil Co.
FIRM NAME


BY:

Sales
TITLE OF PERSON SIGNING

CHEROKEE COUNTY HIGHWAY DEPARTMENT

DIESEL FUEL BID SHEET

Date: 5/14/14

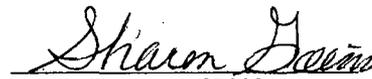
Business Name: Jim Woods Mkt Inc

Bid Price:

Dyed Diesel (Off Road) 0.1175 per gallon

Clear Diesel (On Road) 0.0250 per gallon

THIS BID SHALL REMAIN IN EFFECT THROUGH THE CONTRACT PERIOD.


Signature of Bidder

SUCCESSFUL BIDDER SHALL SUPPLY AND DELIVER THIRTEEN (13), THREE-HUNDRED (300) GALLON TANKS TO VARIOUS LOCATIONS THROUGHOUT THE COUNTY, AS WELL AS TO THE COUNTY LOT, LOCATED AT 600 East Country Rd, Columbus, Kansas 66725.

The Board of County Commissioners reserves the right to reject any and all bids.

CONTRACT

For the diesel fuel as provided in the Notice to Bidders. Specifications, and Proposal forming a part of this contract, and attached hereto, all, which are hereby, made a part of this contract.

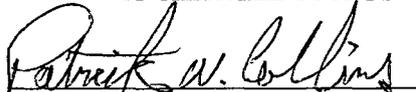
This agreement entered into this 13th day of June, 2016 by and between the Board of Cherokee County Commissioners, Columbus, Kansas, party of the first part, and Shaw Woods MKT, known as the party of the second part, for the furnishing of diesel fuel.

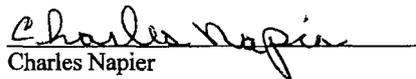
Witnesseth, that for and in consideration of the payments and agreements mentioned in the proposal, hereto attached, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part to furnish and deliver all diesel fuel in accordance with the specifications and proposal herein described, and in full compliance with all the terms of this agreement, for the contract period, inclusive.

It is also understood and agreed that the advertisement, proposal and specifications hereto attached are all essential documents of this contract and are a part thereof.

In witness whereof, the parties hereto have set their hands on the date herein named.

THE BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY


Pat Collins


Charles Napier


Robert Myers

Party of the First Part

ATTEST:


County Clerk

It is hereby understood and agreed that the undersigned is submitting this bid with the understanding that any diesel fuel delivered to Cherokee County by him will meet the requirements as set forth in the above specifications.

SUBMITTED BY:

FIRM NAME

BY:

TITLE OF PERSON SIGNING

