MINUTES FOR SEPTEMBER 10, 2012

COLUMBUS, KANSAS, CHEROKEE COUNTY

OFFICE OF THE COUNTY CLERK

CRYSTAL L. GATEWOOD

The Cherokee County Commissioners met September 10, 2012. Those present were Commissioners Richard Hilderbrand, Pat Collins and Jack Garner. The Pledge of Allegiance was said by all present. Commissioner Collins made a motion to approve the minutes for August 27, 2012 as submitted by Clerk Crystal Gatewood; his motion was seconded by Commissioner Garner with Commissioners Garner, Hilderbrand and Collins voting in favor. Commissioners Garner, Hilderbrand and Collins, and County Clerk Gatewood signed off on the minutes. Commissioner Collins made a motion to approve and pay September 2012 Mid-Month Accounts Payables for the county; his motion was second by Commissioner Garner with Commissioners Garner, Hilderbrand and Collins voting in favor. Signing off on the documentation were Commissioners Garner, Hilderbrand and Collins, and County Clerk Gatewood. The commission signed off on grant paperwork for the Cherokee County Health Department that was submitted by Betha Elliott from the Cherokee County Health Department.

MOTIONS MADE BY COMMISSION

Commissioner Hilderbrand made a motion to hire outside appraiser Steve Hight to re-appraise the Galena, Kansas NSP home at 402 E. 5th Street, at the recommendation of Susan Galemore of the SEK Planning Commission; his motion was seconded by Commissioner Garner with Commissioners Garner, Hilderbrand and Collins voting in favor. County Clerk Gatewood will contact Susan Galemore and let her know of the commission's decision.

Commissioner Garner made a motion to lower the speed limit on West Country Road to 35 mph near the school, and the other areas of the road will be 45 mph; Commissioner Collins seconded the motion with Commissioners Garner, Hilderbrand and Collins voting in favor. County Clerk Gatewood is to let the Sheriff know of the change.

Commissioner Hilderbrand made a motion to move Mike Williams from 11:15 AM on the Agenda to 11:03 AM; his motion was seconded by Commissioner Collins with Commissioners Garner, Hilderbrand and Collins voting in favor.

Commissioner Hilderbrand made a motion to recess for lunch; his motion was seconded by Commissioner Garner with Commissioners Garner, Hilderbrand and Collins voting in favor.

OTHER BUSINESS

Road and Bridge Supervisor Leonard Vanatta and the commission discussed general road conditions and equipment maintenance in the county. He also recommended lowering the speed limit in areas on West Country Road.

M

Arthur Pierce of Melrose, Kansas came before the commission about barking dogs in his area and asked what the commission could do about the problem. They referred him to the Sheriff.

Raymond Griffith came before the commission to discuss a land issue with the Fish and Game Commission.

Mike Williams of Pro Energy Solutions submitted his findings on purchasing natural gas through Pro Energy Solutions and left information for the commission to review on the Law Enforcement Center gas usage and savings. The commission thanked him for coming in.

Scott Jackson and Leeann Ewing of the Spring River Wellness Center came before the commission to ask for funding for the Truancy Program for Cherokee County as the State of Kansas is no longer funding the project. Mr. Jackson is going to talk with the superintendents of area schools for financial help and also asked the commission for financial help. Scott Jackson and Leeann Ewing of Spring River Wellness will get with the area school districts and come back before the commission at a later date.

Brent and Brian Hillier of Meritain Health came before the commission to discuss the county's Health Insurance coverage. He went over the numbers, providers, and the discounts available. The Health Committee will meet with Brent and Brian Hillier next month to discuss the networks, a wellness plan, 2013 Health Care Reform, and look at new networks and new plans available.

COMMISSION APPOINTED DEPARTMENT HEADS

Betha Elliot of the Cherokee County Health Department reported that flu vaccines and other vaccines are available at the Cherokee County Health Department. The Health Department will be holding a drive-thru Flu Shot Clinic on Oct. 1, 2012 from 8:00 AM to 3:00 PM. Only persons age 19 and older can participate. The cost is \$15.00, cash or check. Medicare and Medicaid are accepted, so bring your cards.

Wayne Elliot of 911 Mapping & Addressing reported a new road in the county. The sales of maps for the county are going great.

Appraiser Nancy Herrenbruck reported that her office is in need of a new printer. She also asked the commission about working with the County Clerk regarding county owned properties being taken off the tax role and having the County Clerk apply for a tax exemption from the State Board of Tax Appeals. There are twenty-two properties currently held by Cherokee County that need to be removed from the tax role.

Deana Randall of Human Resources asked that the employees turn in their signed agreement form from the Personnel Handbook by October 15, 2012.

Jason Allison discussed the recent storm damage and gave an update on the upcoming Mother Road Marathon.



Ralph Houser of Courthouse maintenance spoke about the new AC units in the Treasurers' and Clerk's Offices and discussed the additional restroom for Court Services.

ELECTED OFFICIALS

Register of Deeds Barbara Bilke discussed changing her copy prices from twenty five cents to fifty cents per page. She also reported they were busy processing deeds.

Vickie Hess, reporting in the absence of County Clerk Crystal Gatewood, reported that her office has been busy preparing for the November 2012 General Election.

Sheriff David Groves discussed the Labor Day weekend patrol, the upcoming drug take back program, the SAFE Program for the area schools, and the upcoming Weir Homecoming.

County Treasurer Juanita Hodgson reported the vehicle and property tax sides are both very busy. She also spoke about an upcoming tax sale for the county. She also noted she would be out of town this week for a meeting. She also submitted the Cherokee County Draft for the 2011 Audit from Gene Mense. A signature page which was included for the acceptance of the report before finalizing was signed by Treasurer Hodgson, County Clerk Crystal Gatewood, and the commission.

ADJOURNMENT

Commissioner Garner made a motion to adjourn at 3:10 PM; his motion was seconded by Commissioner Collins with Commissioners Garner, Hilderbrand and Collins voting in favor. The next Cherokee County Commission meeting will be held on September 17, 2012 at 9:00 AM in the Cherokee County Courthouse in Columbus, Kansas.

Resolved and ordered this day, September 17, 2012

Cherokee County Clerk

Commissioner

Commissioner

Commissioner

CHEROKEE COUNTY BUDGET I	REPORT	ACTUAL DOLLARS	AVAILABLE		
AS OF SEPTEMBER 13, 2012					
FUND	K.S.A.	BEG BALANCE	YTD REVENUE	YTD EXPENSE	ENDIND FUND BALANCE
COUNTY GENERAL	79-1946	\$224,617.47	\$2,799,285.75	\$2,396,192.82	\$627,710.40
ROAD & BRIDGE	79-1946	\$3,329.49	\$2,700,790.48	\$1,968,794.16	\$735,325.81
APPRAISER	19-436	\$93,360.47	\$238,677.11	\$212,053.66	\$119,983.92
HEALTH	65-204	\$1,104,926.51	\$165,220.24	\$149,185.01	\$1,120,961.74
DIRECT ELECTION	25-2201a	\$136,553.35	\$128,417.20	\$59,605.25	\$205,365.30
NOXIOUS WEED	2-1318	\$68,639.66	\$20,767.26	\$22,266.03	\$67,140.89
EXTENSION COUNCIL	2-610	\$27,598.80	\$164,652.01	\$145,835.25	\$46,415.56
CONSERVATION DISTRICT	2-1907b	\$3,551.27	\$21,115.75	\$18,750.00	\$5,917.02
FAIR		\$190.89	\$0.00	\$0.00	\$190.89
AMBULANCE		\$64,716.20	\$491,879.80	\$372,566.64	\$184,029.36
ELDERLY SERVICES		\$16,981.64	\$28,511.84	\$13,931.32	\$31,562.16
MENTAL HEALTH		\$15,100.05	\$91,648.75	\$81,022.50	\$25,726.30
MENTAL RETARDATION		\$14,946.12	\$91,782.46	\$81,022.50	\$25,706.08
NO-FUND WARRANTS		\$14,234.86	\$0.00	\$14,234.86	\$0.00
SPECIAL BRIDGE		\$334,843.31	\$138,650.87	183003.16	\$290,491.02
SPECIAL PARKS		\$6,513.42	\$5,383.93	\$6,180.00	\$5,717.35
SPECIAL ALCOHOL		\$0.00	\$14,594.64	\$14,594.64	\$0.00
LANDFILL		\$80,322.61	\$0.00	\$65,430.00	\$14,892.61
TOURISM & PROMOTION		\$800.00	\$5,318.73	\$5,318.73	\$800.00
SP. LAW ENFORCEMENT TRA	INING	\$6,047.34	\$8,343.50	\$1,442.00	\$12,948.84
CHEROKEE COUNTY 911		\$0.00	\$74,975.84	\$205,731.84	\$280,707.68
PA TRAINING		\$1,247.54	\$1,330.75	\$807.88	\$1,770.41
EMPLOYEE BENEFITS		\$242,262.61	\$2,359,162.43	\$2,060,404.91	\$541,020.13
SEWER DISTRICT #330	-2	\$18,162.39	\$175,986.76	\$232,565.77	(\$38,416.62)
DATE: 13-Sep-1	Tehol				
CHEROKEE COUNTY CLERK	Y				

CHEROKEE COUNTY GENERAL I	FUND BALANCES							
AS OF SEPTEMBER 13, 2012	K.S.A.79-1946							
COUNTY GENERAL 100		BEG. BALANCE	YTD EXPENSE	ENCUMBERED	% LEFT			
OMMISSIONERS		\$88,687.00	\$59,088.96	\$29,598.04	33.37%			
COUNTY CLERK		\$126,003.00	\$79,494.83	\$46,508.17	36.91%			
COUNTY TREASURER	INTY TREASURER		\$96,478.59	\$39,217.41	28.90%			
COUNTY ATTORNEY		\$232,622.00	\$147,656.26	\$84,965.74	36.53%			
REGISTER OF DEEDS		\$108,557.00	\$55,829.86	\$52,727.14	48.57%			
COUNTY COUNSELOR		\$31,016.00	\$17,863.60	\$13,152.40	42.41%			
SHERIFF DEPARTMENT		\$982,858.00	\$633,678.60	\$349,179.40	35.53%			
SHERIFF OVERTIME		\$38,770.00	\$28,023.01	\$10,746.99	27.72%			
DISTRICT COURT		\$258,598.00	\$150,449.16	\$108,148.84	41.82%			
COURTHOUSE		\$441,135.00	\$228,605.89	\$212,529.11	48.18%			
EMERGENCY PREPAREDNESS		\$66,443.00	\$45,227.35	\$21,215.65	31.93			
ECONOMIC DEVELOPMENT		\$2,229.00	\$12,500.00	(\$10,271.00)	-460.79%			
PLANNING COMMISSION		\$6,106.00	\$5,640.45	\$465.55	7.62%			
RECREATION (COMMISSION)		\$11,631.00	\$2,725.00	\$8,906.00	76.57%			
JAIL FUND		\$817,428.00	\$589,323.36	\$228,104.64	27.91%			
COMPUTER PROGRAMING		\$40,709.00	\$50,391.20	(\$9,682.20)	-23.78%			
JURY COSTS		\$9,693.00	\$6,473.95	\$3,219.05	33.21%			
JUVENILE DETENTION		\$76,281.00	\$50,029.00	\$26,252.00	34.41%			
GENEOLOGY SOCIETY		\$7,269.00	\$7,526.75	(\$257.75)	-4%			
911 MAPPING		\$63,002.00	\$34,523.77	\$28,478.23	45.20%			
GIS INFO		\$29,078.00	\$23,465.65	\$5,612.35	19.30%			
CAPITAL LEASE		\$615,060.00	\$0.00	\$615,060.00	100.00%			
JAIL CERTPART CASH RESV		\$4,432,111.00	\$2,382,892.70	\$2,049,218.30	46.24%			
HUMAN RESOURCE		\$38,412.00	\$23,678.58	\$14,733.42	38.36%			
INTEREST ON INSUFF FUND								
EMPLOYEE COMPENSATION		\$69,369.00	\$34,218.88	\$35,150.12	50.67%			
2012 GENERAL FUND BUDGET	0	\$4,432,111.00	\$2,382,892.70	\$2,049,218.30	46.24%			
			1	11	/			
	CHEROKEE COUNT	TY CLERK	Reply	1 Hele	X			
	13-Sep-12	2	CRYSTAL L. C	CRYSTAL L. GATEWOOD				

Cherokee County Law Enforcement Center

2011-2012 Natural Gas Cost Savings Analysis Pro Energy Solutions vs. Kansas Gas Service

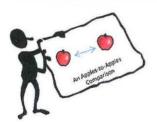


Your Gas Charges with KGS						5.692626708								
	12	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	TOTAL
VOLUME		562	364.7	178.4	151.9	82.8	95	92.1	87	96	114.9	220.1	354.5	2,399
Gas Rate		5.08	4.81	4.45	4.30	3.83	3.77	4.21	5.71	5.78	5.44	5.34	5.14	Avg Rate \$5.24
Gas Charges	\$	2,853	\$ 1,756	\$ 795	\$ 653	\$ 317	359 \$	388	\$ 497 \$	5 555 \$	625	1,174 \$	1,822	\$ 11,793

What You Would Have Pai	d with PRO	ENERG	Y SOLUTI	ONS										
		lan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	TOTAL
VOLUME		562	364.7	178.4	151.9	82.8	95	92.1	87	96	114.9	220.1	354.5	2,399
Gas Rate		4.07	3.57	3.35	2.92	2.85	3.63	3.63	5.26	4.76	4.64	4.38	4.31	Avg Rate \$3.07
Gas Charges	\$	2,287	\$ 1,302 \$	5 598	\$ 444	\$ 236	\$ 345 9	334	\$ 458	457 5	533	\$ 964	1,528	9,485

Amount Saved	-	\$ 566	\$ 454 \$	197	\$ 210	\$ 81	\$ 14	\$ 53	\$ 39	\$ 98	\$ 92	\$ 210	\$ 294	2,308
MANAGEMENT AND ADDRESS OF THE PARTY OF THE P														20%





COST SAVINGS

- 1 Actual Savings is the amount saved based on actual gas cost on transportation versus the cos of ost of gas with Kansas Gas Service
- Natural Gas Charges are based on supplying 100% of Buyer's gas needs at the noted Gas Rate.
 At any time during the term of the Natural Gas Sales Agreement, Customer may fix "lock-in" their natural gas price.

NATURAL GAS SALES AGREEMENT

Use Attachment A for multiple accounts

If yes, please include Certificate of Exemption.

Cherokee County Jail

Account No(s):

Type of Business:

Sales Tax Exempt? Yes X



BUYER INFORMATION: Buyer's Initials:	SELLER INFORMATION: Seller's Initials:
Cherokee County Law Enforcement Center Full Legal Name of Entity Federal Tax ID or SSN DUNS # (if applicable)	Pro Solutions, LLC d/b/a Pro Energy Solutions 100 Waugh Drive, Suite 500 Houston, TX 77007 Tel (713) 739-6431 Fax (713) 739-739-6481 Attention: Tricia Davis Email: tdavis@pro-e-solutions.com
Contact Name	PRICING: by initialing below Buyer has selected a price
Email:	INITIAL HERE: FIXED PRICE: Buyer shall pay Seller a fixed price per MMBtu for all natural gas volumes
Phone: Fax:	delivered to Buyer's account(s). The price to be paid shall be equal to \$4.43 per MMBtu.
915 E. Country Rd.	
Service Address Columbus Ks 66725 City, State and Zip Cherokee County	INITIAL HERE: VARIABLE PRICE: Buyer shall pay Seller a price per MMBtu for all natural gas delivered to the LDC City Gate for Buyer's account(s). The price to be paid shall vary each month and shall be equal to the monthly Settlement price as posted in Inside F.E.R.C.'s "Gas Market Report – "First"
Billing Address	of the Month Index: Southern Star Central Pipeline " plus \$ 1.00 per MMBtu.
City, State and Zip	
	CONTRACT TERM:
ADDITIONAL BUYER INFORMATION:	Estimated Contract Start Date: 11-1-2012
Local Utility: KGS	Term of Contract in Months: 12 Months
510241094 118872427	

MISCELLANEOUS:

NOTICE OF PRICING OPTIONS: At any time during the term of this Agreement and while receiving service under a variable price, Buyer may request a fixed price for any number of months or for a portion of estimated usage.

TERMS AND CONDITIONS

- NATURAL GAS SALES AGREEMENT: This Agreement is contingent upon the execution of all intrastate and interstate transportation agreements required for this business transaction. This Agreement and its obligations herein are subject to credit approval of Buyer prior to initial delivery of natural gas and during the term of the Agreement. Buyer appoints Seller as agent to contract and purchase Buyer's natural gas requirements, receive account information, make rate and tariff selections and manage storage accounts on behalf of Buyer. This Agreement sets for the entire Agreement between Buyer and Seller.
- SALES: Seller agrees to sell and Buyer agrees to purchase 100% of Buyer's natural gas requirements for Buyer's account(s) as indicated in this 2
- REGULATION & REGULATORY EVENTS: In the event there is a change in law, statute, tariff or regulation that causes Seller to directly or indirectly incur any capital, operating, commodity or other costs relating to the provisions of services contemplated herein above those existing prior to the date of the Event, then Seller shall be permitted to pass through such costs to Buyer. Buyer and Seller agree that the purchase and sale of natural gas is and shall remain subject to any existing or future applicable Public Service Commission Rules, Local Distribution Company Tariff or Interstate Pipeline changes. Further, this Agreement is subject to any and all existing and future valid laws, orders, directives, rules and regulations of the regulatory bodies having jurisdiction over the parties and this transaction.
- CREDIT: Buyer shall provide to Seller adequate credit assurance both before and during the term of this Agreement. Adequate assurance shall mean sufficient security in the form, amount and for the term reasonably acceptable to Seller, including, but not limited to, a prepayment, deposit, letter of credit, a guaranty of payment from a third party, or some other security approved by Seller. If adequate credit assurance is not established within fortyeight (48) hours of Seller's request, Seller shall have the right to terminate the Agreement or suspend sales and deliveries without liability. Buyer shall reimburse Seller for any collection fees incurred with regard to outstanding and/or unpaid invoices. At any time during the term of this Agreement, Buyer authorizes Seller to check Buyer's credit history.

- EARLY TERMINATION: In the event Buyer terminates this Agreement for any reason prior to its expiration date, Buyer shall remain liable for the cost of natural gas that would have otherwise been delivered for Buyer's account. This amount shall be referred to as the "Settlement Amount" and shall be the sum of (i) any remaining amounts due under this Agreement pursuant to paragraph 6; and (ii) an amount representing the then current replacement value of this Agreement together with, but without duplication, all losses and costs incurred by Seller as a result of maintaining, terminating, obtaining or re-establishing any hedge or financial positions applicable to this Agreement.
- 6 EXPIRATION AND RENEWAL Buyer and Seller both agree that, unless a new agreement has been negotiated no less than thirty (30) days prior to expiration, this Agreement shall automatically renew for a like term and for a monthly variable default rate.
- BILLING AND PAYMENT: Seller shall invoice Buyer for natural gas deliveries based on information reported by the Local Distribution Company. Buyer shall remit the amount due in immediately available funds on or before the later of the Payment Date or fifteen (15) days after receipt of the invoice by Buyer, provided that if the Payment Date is not a Business Day, payment is due on the next business day following that date. Late payments or partial payment balances will be subject to interest at the maximum percentage allowed by law. In the event this Agreement is referred to an attorney for collection due to nonpayment, Seller shall be entitled to recover its reasonable attorneys fees and costs of collection in addition to all other sums due hereunder. Seller charges \$25 for each returned check (or ACHs). Appropriate billing adjustments due to meter read errors will be made during the following months billing period.
- BISPUTED AMOUNTS: If the Invoiced Party, in good faith, disputes the amount of any such invoice or any part thereof Buyer will pay such amount as it concedes to be correct; provided however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed, and the Parties will attempt to expeditiously resolve such dispute. Notice of any dispute must be provided in writing within ninety (90) days from the date that such invoice is delivered to Buyer. If notice is received after the ninety (90) days all charges shall be deemed valid.
- 9 <u>TITLE</u>: Seller hereby warrants good title to the gas sold and delivered to the applicable delivery points. The title to such gas shall pass to Buyer at the Delivery Point(s). Unless otherwise indicated the Delivery Point shall be the Buyers local distribution company (LDC).
- TAXES: Seller shall pay or cause to be paid all royalties and sums relating to the production and transportation of natural gas to the delivery point(s), however, that any increase in applicable taxes or transportation fees relating to the production and transportation of natural gas to the delivery point(s) occurring after the commencement of service hereunder will be paid by Buyer and are levied upon or attributable to the gas purchased and sold hereunder after title has passed from Seller to Buyer, including but not limited to the utility shrinkage, franchise fees, lost and unaccounted for charges, utility users' tax, intrastate transportation tariff charges and surcharges of every kind and nature. Any increase in applicable taxes will be paid by Buyer and reflected in the delivered price as adjusted. Buyer shall be responsible for sales, usage and any other related taxes. Buyer shall be responsible for notifying Seller with regard to any tax exemptions that may apply.
- notifying Seller with regard to any tax exemptions that may apply.

 11 FORCE MAJEURE: Neither party shall be in any way liable to the other for any inability to fully or partially perform any term of this Agreement (other than Buyer's obligation to pay for gas previously delivered) if such party's inability is caused by or results from directly or indirectly, for any act of God, Federal, State, Municipal, Legislative or Regulatory; fires, floods, storms, earthquakes or other natural occurrences; war, strikes, lockouts or accidents; failure of facilities; failure of any pipeline or utility to accept and/or transport any natural gas; or any similar cause which renders either party unable to perform and which is beyond the reasonable control of the party claiming any such inability. Force Majeure shall not excuse performance if Seller's interstate pipeline transportation is interrupted, unless and to the extent that primary firm transportation service to the same delivery point is interrupted.
- LIMITATION OF LIABILITY: Neither party shall be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising from a breach of this Agreement. The sole and exclusive remedy of the parties in the event of a breach of an obligation to deliver or receive Gas shall be recovery of the following: (1) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from a price reasonable for the delivery or production area; or (2) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from a price reasonable for the delivery or production area from the Contract Price.
- 13 GOVERNING LAW: The place of execution of this Agreement is Harris County, Texas where it is performable, whole or in part. This Agreement shall be construed according to the laws of the State of Texas excluding any conflict-of-laws principle that may refer such construction to the law of another state.
- 14 <u>SEVERABILITY:</u> If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of the Agreement
- ASSIGNMENT: Neither party may assign this Agreement without the prior written consent of the other party, except that Seller, without the consent of Buyer, may assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement.
- 16 CONFIDENTIALITY: Both Buyer and Seller shall keep the terms and conditions of this Agreement confidential except as may be required in order to effectuate the transportation and delivery of natural gas to be sold hereunder or to meet the lawful requirements of any regulatory body having jurisdiction.

This Agreement constitutes the entire Agreement between the Parties. Any amendment, change or modification of this Agreement must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

BUYER:	
Cherokee County La	aw Enforcement Center
Company	
Print Name	
Signature	
Title	Date

SELLER:	
Pro Solutions, L.L.C. d/b/a l Company	Pro Energy Solutions
Rhonda Parker-Hamlin Print Name	
Signature	
President Title	Date