

**MINUTES FOR AUGUST 24, 2015**  
**BOARD OF CHEROKEE COUNTY COMMISSIONERS**  
**CHEROKEE COUNTY, KANSAS**

**CONVENE**

Commissioner Hilderbrand 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, August 24, 2015 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Richard Hilderbrand, Charles Napier, Pat Collins, and County Clerk Rodney Edmondson were present.

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

A motion was made by Commissioner Napier to approve the Minutes of the BOCC Meeting for August 17, 2015. The motion was seconded by Commissioner Collins. The motion carried 3-0.

A motion was made by Commissioner Collins to pass Resolution No. 11-2015, a resolution expressing the property taxation policy with respect to financing the annual budget for 2016. The motion was seconded by Commissioner Napier. The motion carried 3-0.

**Leonard Vanatta - County Road Supervisor**

He appeared before the Board concerning county road business.

A motion was made by Commissioner Hilderbrand to amend the agenda for Carl Hayes from 11:15 AM to 11:09 AM. The motion was seconded by Commissioner Collins. The motion carried 3-0.

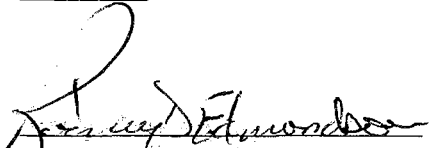
**Carl Hayes - County Environmentalist**

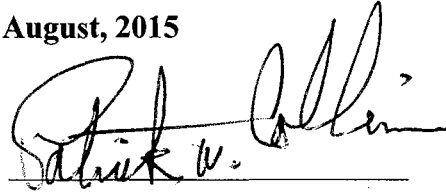
He appeared before the Board representing the Solid Waste Advisory Committee. He presented a Second Amendment to the Host Community Agreement with respect to the operation of the Wheatland Landfill in Cherokee County for the Board to review. The Board will review the Amendment and consider action next week.

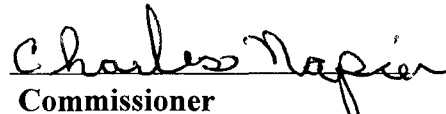
Commissioner Hilderbrand made a motion to adjourn until the next regularly scheduled meeting set for August 31, 2015 at 9:00 AM. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes at 11:16 AM.

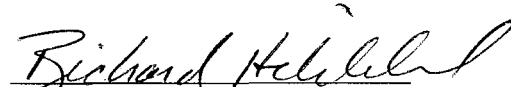
RH

**ATTEST: Resolved and ordered this 31<sup>st</sup> day of August, 2015**

  
**Cherokee County Clerk**

  
**Commissioner**

  
**Commissioner**

  
**Commissioner**

RESOLUTION NO. 11 - 2015

*A resolution expressing the property taxation policy of the Board of County Commissioners, Cherokee County, Kansas, with respect to financing the annual budget for 2016*

Whereas, K.S.A. 79-2925b, as amended, provides that a levy of property taxes to finance the 2016 budget of the governing body of Cherokee County, Kansas, exceeding the amount levied to finance the 2015 budget of the governing body of Cherokee County, Kansas, as adjusted to reflect changes in the Consumer Price Index for All Urban Consumers for calendar year 2014, be authorized by a resolution adopted in advance of the adoption of a budget supported by such levy; and

Whereas, K.S.A. 79-2925b, as amended, also provides that current year revenue that is produced and attributable to the taxation of (1) new improvements, (2) increased personal property valuation other than increased valuation of oil and gas leaseholds and mobile homes, (3) property located within added jurisdictional territory, and (4) property which has changed in use shall not be considered when determining whether revenue produced from property tax has increased from the preceding year; and


Whereas, the governing body of Cherokee County, Kansas, provides essential services to protect the citizens of the Cherokee County, Kansas; and


Whereas, the cost of providing these services continues to increase.

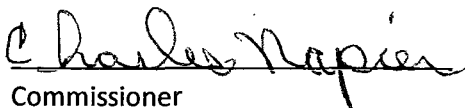
NOW, THEREFORE, BE IT RESOLVED by the governing body of Cherokee County, Kansas, that a levy of property taxes in support of the 2016 budget exceeding the amount levied in 2015, as adjusted pursuant to K.S.A. 79-2925b, as amended, is hereby approved.


**ADOPTED BY THE GOVERNING BODY OF CHEROKEE COUNTY, KANSAS  
THIS 24<sup>TH</sup> DAY OF AUGUST, 2015.**

Attest:

  
Chairman

  
Cherokee County Clerk

  
Commissioner

  
Commissioner

**SECOND AMENDMENT TO HOST COMMUNITY AGREEMENT  
WITH RESPECT TO THE OPERATION OF THE WHEATLAND LANDFILL  
IN CHEROKEE COUNTY, KANSAS**

THIS SECOND AMENDMENT to that certain HOST COMMUNITY AGREEMENT WITH RESPECT TO THE OPERATION OF THE WHEATLAND LANDFILL IN CHEROKEE COUNTY, KANSAS by and between Cherokee County, Kansas and American Disposal Services of Kansas, Inc., dated June 1, 1995 (hereinafter referred to as the “Second Amendment”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between CHEROKEE COUNTY, KANSAS, a municipal corporation organized and existing under the laws of the State of Kansas, by and through its Board of County Commissioners (hereinafter referred to as the “County”), and AMERICAN DISPOSAL SERVICES OF KANSAS, INC., a Kansas corporation (hereinafter referred to as the “Company”).

**RECITALS**

WHEREAS, the County is authorized pursuant to K.S.A. § 19-101a, and K.S.A. § 19-212 to provide for the health, safety and general welfare of its residents, and is authorized under K.S.A. § 65-3401 *et seq.* to provide for and contract for the collection, transportation, disposal of solid waste, and to adopt a Solid Waste Management Plan;

WHEREAS, the parties hereto entered into that certain Host Community Agreement with Respect to the Operation of the Wheatland Landfill in Cherokee County, Kansas, dated June 1, 1995 (hereinafter referred to as the “Host Community Agreement”);

WHEREAS, the parties hereto entered into that certain First Amendment to Host Community Agreement with Respect to the Operation of the Wheatland Landfill in Cherokee County, Kansas, dated May 11, 1998 (hereinafter referred to as the “First Amendment”);

WHEREAS, the parties hereto desire to amend and modify those provisions of the Host Community Agreement as amended and modified by the First Amendment with respect to Long Term Disposal Service and associated fees as hereinafter provided, and to enter into this Second Amendment thereto setting forth their understanding and agreement with respect to such amendments.

NOW, THEREFORE, for and in consideration of the aforesaid Recitals and the covenants and agreements hereinafter made, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree that the Host Community Agreement as modified and amended by the First Amendment shall be and hereby is modified and amended as follows:

1. Long Term Disposal Service. Sections 11.4(c) and 11.4(d) of the Host Community Agreement, as added by the First Amendment, are amended to read in their entirety as follows effective the 1st day of the month following execution of this Second Amendment:

(c) Price. The fee (the "Disposal Fee") charged by the Company for processing at the Transfer Facility and ultimately for disposal of municipal solid waste (i) generated within the geographical boundaries of Cherokee County, Kansas and (ii) (a) collected and hauled by trash services owned and operated by municipalities located within the County or owned and operated by private haulers under franchise agreements with such municipalities or (b) personal, household trash hauled by individual residents of the County in privately owned vehicles bearing current Cherokee

County license tags, shall be \$26.26 per ton, which shall be adjusted annually at September 30<sup>th</sup> of each year to take into consideration changes in the Consumer Price Index (Water and Sewer and Trash Collection Services).

In addition to the Disposal Fee, the hauler shall pay such fees as the Company may impose from time to time by notice to the hauler (including, by way of example only, environmental recovery and fuel recovery fees), with the Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by applicable law. Without limiting the foregoing, the hauler shall pay the Company environmental recovery and fuel recovery fees in the amounts shown on each of the Company's invoices, which amounts the Company may increase or decrease from time to time by showing the amount on the invoice. The initial amount for the environmental recovery fee is \$13.00 per load and the initial amount for the fuel recovery fee is 9.03% of the then current Disposal Fee, but these fees are subject to change from time to time as described in this Section 11.4(c).

Included in the Disposal Fee are all federal, state, local or other taxes, fees, surcharges or similar charges related to the acceptance or disposal of waste or the operations or activities of the Transfer Facility that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise

(collectively, "Taxes/Charges"). The Company shall have the right to increase the Disposal Fee from time to time, however, by the amount of any increase in Taxes/Charges imposed on the Company. The Company also shall have the right to increase the Disposal Fee by the pro rata amount (determined by relative tonnage of waste delivered by the hauler and accepted by the Company for processing at the Transfer Facility divided by the total tonnage of waste processed at the Transfer Facility) of any increase in operating costs or capital costs of the Transfer Facility as a result of a change in applicable laws. Any such increase shall be effective immediately upon written notice by the Company to the hauler.

(d) Expiration. The Company's obligations under this § 11.4 shall continue in full force and effect until September 30, 2028. By mutual agreement, the parties may extend the term of this § 11.4 for an additional 10-year period. All other rights and obligations of the parties set forth under other provisions of the Host Community Agreement (including, but not limited to, those with respect to indemnification) shall survive as provided in the Host Agreement.

2. Ratification of Host Community Agreement. Except as expressly modified by this Second Amendment, the Host Community Agreement, as modified by the First Amendment, remains in full force and effect and is in all other respects ratified and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Host Community Agreement as of the date first above written.

The County:

CHEROKEE COUNTY, KANSAS

By: The Board of County Commissioners  
of Cherokee County, Kansas

By: \_\_\_\_\_  
Richard Hilderbrand, Chairman

ATTEST:

\_\_\_\_\_  
Rodney Edmondson, County Clerk

(Seal)

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF CHEROKEE    )

BE IT REMEMBERED THAT on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Richard Hilderbrand, Chairman of the Board of County Commissioners of Cherokee County, Kansas, and Rodney Edmondson, County Clerk, who are personally known to me to be such Chairman and County Clerk, respectively, and who are personally known to me to be the same persons who executed, as such Chairman and County Clerk, respectively, the within instrument of writing on behalf of the Board of County Commissioners of Cherokee County, Kansas, and such persons duly acknowledged the execution of the same to be the act and deed of said Board of County Commissioners of Cherokee County, Kansas.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

(Seal)



The Company:

AMERICAN DISPOSAL SERVICES OF KANSAS, INC.

By: \_\_\_\_\_  
W. T. Eggleston, Jr., Vice President

STATE OF ARIZONA        )  
  ) ss:  
COUNTY OF MARICOPA    )

BE IT REMEMBERED THAT on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. T. Eggleston, Jr., who is personally known to me to be Vice President of American Disposal Services of Kansas, Inc., and who is personally known to me to be the same person who executed, as such Vice President, the within instrument of writing on behalf of American Disposal Services of Kansas, Inc., and such person duly acknowledged the execution of the same to be the act and deed of said American Disposal Services of Kansas, Inc.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

(Seal)

