

MINUTES FOR MAY 16, 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, May 16, 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, and County Counselor Barbara Wright were present. Susan Jones appeared from the Clerk's Office for the purpose of taking the minutes.

A motion was made by Commissioner Napier to approve the Minutes from the May 9, 2016 BOCC meeting. The motion was seconded by Commissioner Collins. The motion carried 3-0.

A motion was made by Commissioner Myers to approve Resolution 11-2016 requiring the installation of backwater valve devices for all property owners, customers, and users of the Cherokee County Wastewater System. The motion was seconded by Commissioner Napier. The motion carried 3-0.

Leonard Vanatta - County Road Supervisor

He appeared before the Board on routine county road business. The Board discussed the possibility of striping the edges of five miles of Route 66 between Baxter Springs and Riverton. Leonard will look into it. The Board also discussed having a designated route on the north end of the county for the duration of the Highway 7 Project. Several construction businesses have made the request. The state will provide the signage if a designated route is approved.

A motion was made by Commissioner Napier to recess for 10 minutes. The motion was seconded by Commissioner Collins. The motion carried 3-0 at 9:25 AM.

The meeting reconvened at 9:35 AM.

Terry Clugston - County Undersheriff

He appeared before the Board seeking the approval of the request to purchase equipment that was presented to the Board last Monday.

A motion was made by Commissioner Collins to approve the equipment request in the amount of \$12,570 to be paid for with 911 Funds. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Napier to approve the computer upgrades from Stronghold Data at a cost of \$7,474.80 to be paid for with 911 Funds. The motion was seconded by Commissioner Collins. The motion carried 3-0.

At 9:50 AM Commissioner Collins left the meeting to attend a funeral.

Barbara Wright - County Counselor

She presented three draft resolutions for the Board to review. The drafts were prepared at the request of the SEK Regional Planning Commission. The resolutions need to be in place when requesting grant monies. The resolutions would establish a civil rights and fair housing policy, a procurement policy, and a code of ethics for officials and employees of Cherokee County. The Board took them under advisement.

At 10:00 AM Leonard Vanatta appeared before the Board for the public opening of sealed proposals for the furnishing and delivering of certain products to Cherokee County. The bids were opened and read by Vanatta. Proposals opened were: Jim Woods Marketing for fuel; Frost Oil for oil, grease, and antifreeze; Teeters Asphalt & Materials, LLC for asphalt; Teeters Paving, LLC for complete laydown of asphalt; Tri-State Asphalt for asphalt and complete laydown; and Great Plains Coca-Cola for county vending machines.

A motion was made by Commissioner Napier to accept the bid from Tri-State Asphalt. The motion was seconded by Commissioner Myers. The motion carried 2-0.


A motion was made by Commissioner Myers to accept the bid from Jim Woods Marketing for fuel. The motion was seconded by Commissioner Napier. The motion carried 2-0.

A motion was made by Commissioner Napier to accept the bid from Frost Oil for oil, antifreeze, and grease. The motion carried 2-0.

Commissioner Myers asked Leonard to get with each vendor and ask them to let him know if there is a price change due to the cost of oil.

The Board will sign the agreements next week when Commissioner Collins is present.

The Board discussed the Rural Opportunity Zone for student subsidies commitment from the county resolution that was passed in February 2015.

The Board discussed the eCivis grant service payment of \$4,850 for the final year of the three year agreement. The Board determined that Janet Miller and the Economic Development Corp. is the only user of the service so the Board is not interested in renewing the contract since the SEKRPC provides the same service. 

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 2-0 at 10:33 AM.

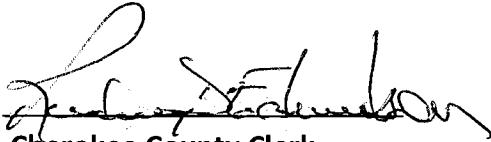
The meeting reconvened at 10:43 AM.

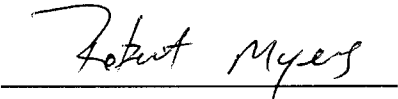
No action was taken during the Executive Session.

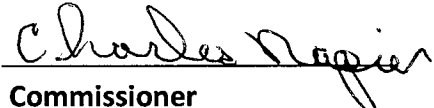
The Board decided to review the vending machine bid and make a decision on it next Monday.

Commissioner Napier made a motion to adjourn until the next regular meeting set for Monday, May 23, 2016 at 9:00 AM. The motion was seconded by Commissioner Myers. The motion carried 2-0 at 10:46 AM.

ATTEST: Resolved and ordered this 23rd day of May, 2016


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

RESOLUTION NO. 11-2016

A RESOLUTION REQUIRING INSTALLATION OF
BACKWATER VALVE DEVICE

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 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. PROJECT. All property owners, customers and users of the Cherokee County Wastewater system shall install backwater valves with all new installations and with repairs to existing systems to aid in the prevention of unsanitary wastewater backflow.

SECTION 3. ADMINISTRATION. The Board of County Commissioners of Cherokee County, Kansas, orders property owners, customers and users of the Cherokee County Wastewater system to contact the Cherokee County Wastewater Operator when systems are being installed or repaired for inspection of the system and installation of backwater valves.

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

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

PASSED AND APPROVED this 16th day of May, 2016, by the Governing Body of Cherokee County, Kansas.

APPROVED:

Robert E. Myers
Robert E. Myers, Chair
Cherokee County Commissioner

Charles Napier
Charles Napier
Cherokee County Commissioner

Patrick Collins
Patrick Collins
Cherokee County Commissioner

ATTEST:

Paula Cheney
Rodney Edmondson, Cherokee County Clerk
Deputy Clerk

Executed: May 16, 2016
By the Board of Cherokee County Commissioners

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; \$ 10.00 ; furnishing of distributors and tack oil, but is to exclude the trucking, which the Cherokee County Highway Department will do. \$ 2.00 ; Total \$ 12.00 .

Teeter's Paving, LLC
P.O. Box 216
502 Main St.
Quapaw, OK 74363
918-674-2755
pteeter@sbcglobal.net

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 Teeter's Asphalt & Materials, LLC, 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 Teeter's Asphalt & Materials, LLC 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 Teeter's Asphalt & Materials, LLC agrees to supply the asphalt requirements of Board at the following prices: HMCL (commercial) asphalt at \$NO BID per ton; C-Mix asphalt at \$50.00 * per ton; BM2D (Kansas specifications) asphalt at \$51.00 * per ton; and, BM2 asphalt at \$52.00 * 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.
* Subject to change based on oil prices
3. Upon five (5) days oral or written notice by Board, or its duly authorized agents, per project, to Teeter's Asphalt & Materials, LLC that a particular type of asphalt product as specified above be made available in sufficient quantities to Board at the Teeter's Asphalt & Materials, LLC plant in or near (location of supplier's product) 57221 East 30 Road, Ottawa Co, 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 Teeter's Asphalt & Materials, LLC 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 Teeter's Asphalt & Materials, LLC. 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 Teeter's Asphalt & Materials, LLC 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 Teeter's Asphalt & Materials LLC 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 Teeter's Asphalt & Materials LLC 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 Teeter's Asphalt & Materials LLC to be able to supply a requested product upon 5 days notice as specified above ^{LLC} when such failure occurs on a consistent basis as determined solely within the discretion of Board. Provided that, Teeter's Asphalt & Materials LLC 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.

Teeter's Asphalt & Materials LLC 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 Teeter's Asphalt & Materials LLC.

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 _____ day of _____, _____ 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.

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 \$ 36.69 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. Tri-State Asphalt, Inc. 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.

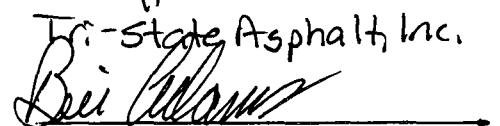
In the event that Board desires to exercise any of its rights of rejection of supplied asphalt product as provided hereunder or for termination of the contract hereunder based upon inadequate quality of product supplied, it shall only be done upon a sample of the product believed to be inadequate being 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 _____ day of _____, _____ 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.

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.

**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*

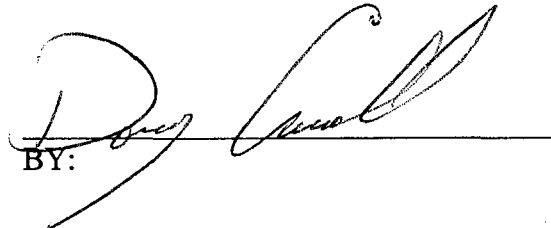
*NOTE SPECIFICATION SHEETS FOR ALL PRODUCTS MUST BE FURNISHED WITH BID.
Specs for Oil & Grease

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

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

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 _____ day of _____, _____ by and between the Board of Cherokee County Commissioners, Columbus, Kansas, party of the first part, and _____, 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

GASOLINE BID SHEET

Date: 5/16/16

Business Name: Jim Woode MKT Inc

Bid Price:

Unleaded Regular 0.0250 per gallon

Super Unleaded (91 Octane) 0.0250 per gallon

THIS BID SHALL REMAIN IN EFFECT THROUGH THE CONTRACT PERIOD.


Signature of Bidder

THIS bid includes delivery to 600 East Country Rd, Columbus, Kansas 66725.

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

CHEROKEE COUNTY HIGHWAY DEPARTMENT

DIESEL FUEL BID SHEET

Date: 5/14/14

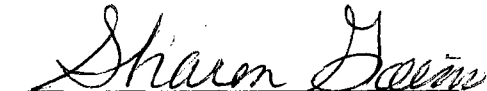
Business Name: Jim Woods Mkt Inc

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.