

MINUTES FOR OCTOBER 17, 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, October 17, 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, and Jordan Zabel

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

A motion was made by Commissioner Collins to approve the Minutes of the October 7, 2016 BOCC Special meeting. The motion was seconded by Commissioner Napier. The motion carried 2-0 with Commissioner Myers abstaining.

Chris Soper - Citizen

He appeared before the Board regarding a disagreement with a neighbor over the placement of fence post(s). He stated that he had it surveyed years ago but a recent survey paid for by the neighbor shows the post(s) down the middle of the property line. The Board asked Counselor Wright to look into the matter and make a recommendation on how to proceed.

Leonard Vanatta - County Road Supervisor

Louis Schreiner - County Lot Supervisor

They appeared before the Board on routine county road business.

Leonard stated that Tri-State Asphalt is not going to have their plant running again. They are unable to fulfill their contract. He presented a revised contract from Teeters Asphalt for the Board to consider.

A motion was made by Commissioner Collins to accept the revised contract from Teeters Asphalt & Material, LLC asphalt and laydown. The motion was seconded by Commissioner Napier. The motion carried 3-0.

Louis presented two local bids for replacing the guttering on the back of the shop building for the Board to consider.

A motion was made by Commissioner Collins to accept the bid from Doug Bolin for the repair of guttering at a cost of \$348. The motion was seconded by Commissioner Napier. The motion carried 2-0 with Commissioner Myers abstaining.

A motion was made by Commissioner Collins to enter an Executive Session with the Board, Leonard Vanatta, Louis Schreiner, and Counselor Wright for the purpose of Non-Elected Personnel for a period of 10 minutes. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 9:32 AM.

The meeting reconvened at 9:42 AM.

No action was taken during the Executive Session.

Randy Commons - Citizen

He appeared before the Board regarding the condition of Commons Avenue, east of Baxter Springs. It was overlaid with chip & seal and it has been an ill-fated attempt to repair the road. Heavy trucks have destroyed it, and he would like to see the road returned to rock, with a good base and deep ditches with a crown in it. That would prevent the heavy trucks from jumping the ditches and tearing up the road. The culverts and ditches need to be cleaned before winter. He would recommend that the road be rocked before winter. The Board asked Leonard to look into it and bring back a recommendation.

Janet Miller - Economic Development Director

She appeared at the request of the Board. The Board had questions concerning the candidate forums being held this week. She stated that neutral moderators are coming from Pitt State to read previously submitted questions from the public to the candidates. Commissioner Myers voiced concerns over the format and the fact that no questions are being allowed by the audience. There was also concerns that she was a county employee in charge of the forums and that the Chamber of Commerce's were not more involved. She stated that approximately 30 questions have been submitted by the public and the candidates will receive those questions today.

New Business:

Clerk Edmondson presented the KCAMP Questionnaire for the 2017 Insurance renewal to the Board for review. He has completed the renewal documents and will now submit them to KCAMP.

Old business:

The Board reviewed the Stockton Restoration Agreement for the repair of the exterior of the Courthouse. Counselor Wright pointed out that the dates contained in the agreement are incorrect and she will notify them of the error.

The Board discussed the Riverton Sewer Lift Station Project. The work is complete but the contractor hasn't been paid. He is out several hundred thousand dollars and needs to be paid. A motion was made by Commissioner Myers to take \$161,956 out of the Equipment Reserve Fund. County Treasurer Hodgson gave a fund balance report. The Board asked her to check with the auditors about borrowing money from the Road and Bridge Fund until the financing for the sewer project arrives. Chairman Myers withdrew his motion pending further information from the Treasurer.

Counselor Wright presented a draft resolution for the changes to the state law regarding the payment of insurance proceeds from a damaged structure to the County. A motion was made by Commissioner Myers to approve Resolution 27-2016, repealing Resolution 15-2016 and updating the requirement for payment of insurance proceeds to Cherokee County. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Collins to approve the tentative payroll schedule for 2017 as presented by Deana Randall. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Collins to recess for 10 minutes, to reconvene at 10:42 AM. The motion was seconded by Commissioner Myers. The motion carried 3-0.

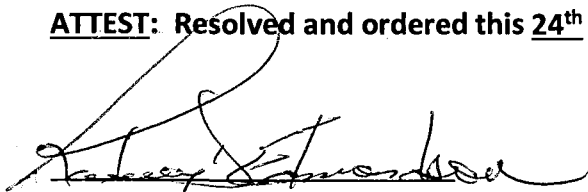
The meeting reconvened at 10:42 AM.

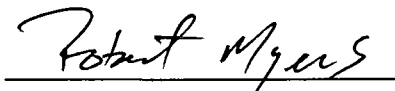
Chairman Myers provided the Board with a Memorandum and Decision regarding the District Court case of Jordan Disposal Services vs. Board of County Commissioners. Myers stated that the court ruled that Cherokee County cannot be forced to sign.

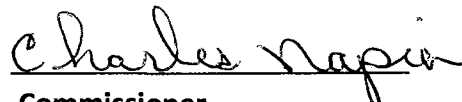
A motion was made by Commissioner Myers to get the invoices from Warstler Excavating totaling \$416,823.78 paid as soon as possible and to authorize whatever action and signatures needed to get the contractor paid, including a Declaration of Emergency if needed. The invoices were submitted on August 31st. The motion was seconded by Commissioner Collins. The motion carried 3-0.

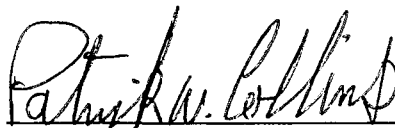
Commissioner Napier made a motion to adjourn until the meeting set for Monday, October 24, 2016 at 9:00 AM. The motion was seconded by Commissioner Collins. The motion carried 3-0 at 11:10 AM.

ATTEST: Resolved and ordered this 24th day of October, 2016


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

RESOLUTION NO. 27-2016

A RESOLUTION PURSUANT TO K.S.A. 40-3903, AS AMENDED, REPEALING RESOLUTION NO. 15-2016, AND UPDATING THE REQUIREMENT FOR PAYMENT TO CHEROKEE COUNTY, KANSAS, OF A PORTION OF INSURANCE PROCEEDS COVERING A DAMAGED STRUCTURE TO BE PAID TO CHEROKEE COUNTY, KANSAS, WHERE SUCH DAMAGED STRUCTURE HAS NOT BEEN MADE SAFE AND SECURE

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. SCOPE AND APPLICATION. The County is hereby authorized to utilize the procedures established by K.S.A. 40-3903 *et. seq.*, whereby no insurance company shall pay a claim of a named insured for loss or damage to any building or other structure located within the County where the amount recoverable for the loss or damage to the building or other structure under all policies is in excess of 75 percent of the face value of the policy covering such building or other insured structure unless there is compliance with the procedures set out in this resolution.

SECTION 3. LIEN CREATED. The governing body of Cherokee County, Kansas, hereby creates a lien in favor of the County on the proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure located within the County where the amount recoverable for all the loss or damage to the building or other structure under all policies is in excess of 75 percent of the face value of the policies covering such building or other insured structure. The lien arises upon any unpaid tax, special ad valorem levy, or any other charge imposed upon real property, by or on behalf of the County, which is an encumbrance on real property, whether or not evidenced by written instrument or such tax, levy, assessment, expense or other charge that has remained undischarged for at least one year prior to the filing of a proof of lien.

1st Read 10/3/16

SECTION 4. SAME; ENCUMBRANCES. Prior to final settlement on any claim covered by Section 3, the insurer or insurers shall contact the County Treasurer of Cherokee County, Kansas, to determine whether any such encumbrances are presently in existence. If the same are found to exist, the insurer or insurers shall execute and transmit in an amount equal to that owing under the encumbrances, a draft payable to Cherokee County, Kansas.

SECTION 5. SAME; PRO RATA BASIS. Such transfer of proceeds shall be on a pro rata basis by all insurance companies insuring the building or other structure.

SECTION 6. PROCEDURE.

(a) When final settlement on a covered claim has been agreed to or arrived at between the named insured or insureds and the company or companies, and the final settlement exceeds 75 percent of the face value of the policy covering any building or other insured structure, and when all amounts due the holder of a first real estate mortgage against the building or other structure, pursuant to the terms of the policy and endorsements thereto shall have been paid, the insurance company or companies shall execute a draft payable to the County Treasurer of Cherokee County, Kansas, in an amount equal to the sum of 15 percent of the covered claim payment, unless the code enforcement officer of the County has issued a certificate to the insurance company or companies that the insured has removed the damaged building or other structure, as well as all associated debris, or repaired, rebuilt or otherwise made the premises safe and secure.

(b) Such transfer of funds shall be on a pro rata basis by all companies insuring the building or other structure. Policy proceeds remaining after the transfer to the County shall be disbursed in accordance with the policy terms.

(c) Upon the transfer of the funds as required by subsection (a) of this resolution, the insurance company shall provide the County with the name and address of the named insured or insureds, the total insurance coverage applicable to said building or other structure, and the amount of the final settlement agreed to or arrived at between the insurance company or companies and the insured or insureds, whereupon, the code enforcement officer shall contact the named insured or insureds by certified mail, return receipt requested, notifying them that said insurance proceeds have been received by the County and apprise them of the procedures to be followed under this ordinance.

SECTION 7. FUND CREATED; DEPOSIT OF MONEYS. The County Treasurer of Cherokee County, Kansas, is hereby authorized and shall create a fund to be known as the "Insurance Proceeds Fund." All moneys received by the County Treasurer of Cherokee County, Kansas, as provided for by this ordinance, shall be placed in said fund and deposited in an interest-bearing account.

SECTION 8. BUILDING INSPECTOR; INVESTIGATION, REMOVAL OF STRUCTURE.

(a) Upon receipt of moneys as provided for by this ordinance, the County Treasurer of Cherokee County, Kansas, shall immediately notify the code enforcement officer of said receipt and transmit all documentation received from the insurance company or companies to the chief building inspector.

(b) Within 20 days of the receipt of said moneys, the code enforcement officer shall determine, after prior investigation, whether the County shall instigate proceedings under the provisions of K.S.A. 12-1750, et. seq., as amended.

(c) Prior to the expiration of the 20 days established by subsection (b) of this resolution the code enforcement officer shall notify the County Treasurer of Cherokee County, Kansas, whether he or she intends to initiate proceedings under K.S.A. 12-1750, et. seq., as amended.

(d) If the code enforcement officer has determined that proceedings under K.S.A.12-1750, et. seq., as amended, shall be initiated, he or she will do so immediately but no later than 30 days after receipt of the moneys by the County Treasurer of Cherokee County, Kansas.

(e) Upon notification to the County Treasurer of Cherokee County, Kansas, by the code enforcement officer that no proceedings shall be initiated under K.S.A. 12-1750 et. seq., as amended, the County Treasurer of Cherokee County, Kansas, shall return all such moneys received, plus accrued, to the insured or insureds as identified in the communication from the insurance company or companies. Such return shall be accomplished within 45 days of the receipt of the moneys from the insurance company or companies.

SECTION 9. REMOVAL OF STRUCTURE; EXCESS MONEYS. If the code enforcement officer has proceeded under the provisions of K.S.A. 12-1750 et. seq., as amended, all moneys in excess of that which is ultimately necessary to comply with the provisions for the removal of the building or structure, less salvage value, is any, shall be paid to the insured.

SECTION 10. SAME; DISPOSITION OF FUNDS. If the code enforcement officer, with regard to a damaged building or other structure, determines that it is necessary to act under K.S.A. 12-1756, any proceeds received by the County Treasurer of Cherokee County, Kansas, under the authority of Section 5(a) relating to that building or other structure shall be used to reimburse the County for any expenses incurred by the County in proceeding under K.S.A. 12-1756. Upon reimbursement from the insurance proceeds, the code enforcement officer shall immediately effect the release of the lien resulting therefrom. Should the expenses incurred by the County exceed the insurance proceeds paid over to the County Treasurer of Cherokee County, Kansas, under Section 5(a), the code enforcement officer shall publish a new lien as authorized by K.S.A. 12-1756, in an amount equal to such excess expenses incurred.

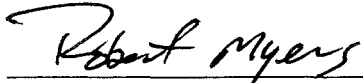
SECTION 11. EFFECT UPON INSURANCE POLICIES. This resolution shall not make the County a party to any insurance contract, nor is the insurer liable to any party for any amount in excess of the proceeds otherwise payable under its insurance policy.

SECTION 12. INSURERS; LIABILITY. Insurers complying with this resolution or attempting in good faith to comply with this resolution shall be immune from civil and criminal liability and such action shall not be deemed in violation of K.S.A. 40-2404 and any amendments thereto, including withholding payment of any insurance proceeds pursuant to this ordinance, or releasing or disclosing any information pursuant to this ordinance.

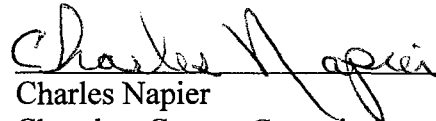
SECTION 13. All resolutions and parts thereof in conflict herewith are hereby expressly repealed in so far as they conflict herewith.

SECTION 14. This resolution shall be effective upon passage and shall be published in the official County newspaper.

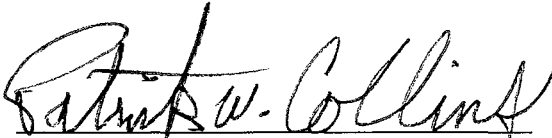
PASSED AND APPROVED this 17 day of October, 2016, by the Board of County Commissioners of Cherokee County, Kansas.



Robert Myers, Chairman
Cherokee County Commissioner

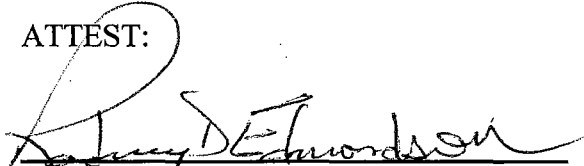


Charles Napier
Cherokee County Commissioner



Patrick Collins
Cherokee County Commissioner

ATTEST:



Rodney D. Edmondson, County Clerk

SEAL

ELECTRONICALLY FILED
2016 Oct 11 AM 11:40
CLERK OF THE CHEROKEE COUNTY DISTRICT COURT
CASE NUMBER: 2016-CV-000001



Court: Cherokee County District Court
Case Number: 2016-CV-000001
Case Title: Jordan Disposal Services LLC vs. Board of County Commissioners
Type: Memorandum and Decision

SO ORDERED.

A handwritten signature in black ink, which appears to read 'Kurtis I. Loy'. The signature is written in a cursive style with a large, looping 'L' at the end.

/s/ Honorable Kurtis I. Loy, District Court Judge

IN THE DISTRICT COURT OF CHEROKEE COUNTY, KANSAS

Jordan Disposal Services, LLC

Plaintiff/ Petitioner

v.

Case No. 2016CV001

The Board of County Commissioners of Cherokee County

Defendant/ Respondent

Memorandum and Decision

This case was submitted to the court on May 11, 2016, on stipulated facts, competing motions for summary judgment, and following oral argument by both parties. Now on this 11th day of October, 2016, the court issues its memorandum and decision.

Findings of fact.

1. This case was filed in the District Court of Cherokee County, Kansas on January 4, 2016.
2. This case is filed by verified petition, signed by Roger Hines, as a member of Jordan Disposal Services, LLC.
3. The City of Galena, Cherokee County, Kansas, is not a party to this litigation.
4. This case is seeking a writ of mandamus against the board of County Commissioners of Cherokee County, Kansas, seeking to compel them as the appropriate governing body to sign Local Government Certifications (page 10) of the Application for Solid Waste Landfill Permit submitted to the Board of Commissioners on March 16, 2015, by the City of Galena, Cherokee County, Kansas.

5. In April, 2014, Jordan entered into a contract with the City of Galena for the construction, installation, operation, management, and maintenance of a municipal solid waste landfill on land located within Cherokee County, Kansas.
6. The proposed solid waste landfill was to be called The Galena Solid Waste Management Facility.
7. The Galena Solid Waste Management Facility would be located approximately three (3) miles northwest of the City of Galena and northeast of the intersection of Highway US 69A/400 and SE. Lostine Road.
8. The land around the site where the proposed Galena Solid Waste Management Facility would be located, has agricultural operations, rural residences, an existing and former commercial and industrial sites.
9. Pursuant to an April, 2014 contract between Jordan and the City of Galena, the City of Galena agreed to obtain all permits, licenses or other authorizations necessary for the construction, installation, operation, management, and maintenance of the Galena Solid Waste Management Facility.
10. An individual or entity seeking to construct, install, operate, manage, and maintain a solid waste landfill must complete and submit an Application for Solid Waste Landfill Permit to the Kansas Department of Health and Environment.
11. As part of the application for the construction or operation of a solid waste landfill, the board of County Commissioners (applicable) or a mayor of a

designated city (not applicable) must determine whether the proposed construction or operation of a solid waste landfill is consistent with the solid waste management plan for the region where the proposed solid waste landfill will be located, and whether the proposed solid waste landfill is compatible with local land-use restrictions or otherwise compatible with surrounding land use. K.S.A. 65-3407 (m) (1)-(2).

12. The County is the governing body that is authorized to complete the application and provide the enumerated information so that an application proposing the construction or operation of a solid waste landfill within Cherokee County, Kansas can then be submitted to KDHE.
13. On October 27, 2014, the County enacted Cherokee County Resolution number 19-2014, which adopted the revisions and modifications to Cherokee County's solid waste management plan that were suggested by the Cherokee County Solid Waste Management Committee.
14. On March 16, 2015, the City of Galena provided the County with the KDHE application seeking authorization for the construction, installation, operation, management, and maintenance of the Galena Solid Waste Management Facility. The City of Galena requested that the county complete the certification section of the application.
15. On March 23, 2015, the County enacted Cherokee County Resolution 8-2015, which adopted several revisions and modifications to Cherokee County's solid waste management plan that were suggested by the Solid Waste Management Committee. Those revisions and modifications included

- the following provisions: (1) that the existing landfills meet the needs of Cherokee County; (2) that there is no need for a new solid waste landfill in Cherokee County; and (3) that no further solid waste landfills should be permitted in Cherokee County.
16. On April 6, 2015, the City of Galena provided the County with the original KDHE application, a second time, again seeking authorization for the construction, installation, operation, management, and maintenance of the Galena Solid Waste Management Facility. The City of Galena again requested that the County complete the certification section of the application.
 17. On July 13, 2015, an attorney for the City of Galena sent a letter to the County requesting that the County complete the KDHE, solid waste landfill application so that the application could be submitted to the KDHE for consideration and review.
 18. On July 27, 2015, the County considered the KDHE solid waste landfill application provided by the City of Galena and approved by a unanimous vote, the sending of a letter to the City of Galena advising the City that the proposed Galena Solid Waste Management Facility was not consistent with the County solid waste management plan, and was not compatible with surrounding land uses.
 19. The County subsequently sent a letter to the City of Galena informing the City that the proposed Galena Solid Waste Management Facility was not consistent with the County Solid Waste Management Plan, and was not compatible with surrounding land uses.

20. The letter from the County to the City further advised that because the KDHE only provides space for a governmental entity or agency to affirmatively certify the solid waste landfill proposal complies with the enumerated statutory provisions, the County could not complete the application due to the fact that the County's determination that the Galena Solid Waste Management Facility was not consistent with either the Solid Waste Management Plan or surrounding land use.

21. On or about August 5, 2015, the City of Galena filed the application proposing the construction, installation, operation, management, and maintenance of the Galena Solid Waste Management Facility with KDHE.

22. On or about August 7, 2015, the KDHE denied the City of Galena's application proposing the construction, installation, operation, management, and maintenance of the Galena Solid Waste Management Facility because the KDHE determined that the application was incomplete due to the application not having local government certification signatures.

Conclusions of law.

The parties have submitted this case on a joint stipulation of facts making this a question of law. *Crawford v. Hrabe*, 273 Kan. 565 (2002).

Mandamus proceedings are defined within K.S.A. 60 – 801 – 803, and is an extraordinary remedy, and a court should refrain from granting the writ in circumstances where other avenues of relief are available. See *Bd. Of Educ., Unified School District No. 464 v. Porter*, 234 Kan. 690 (1984).

The burden of showing the right to mandamus relief is on the party seeking relief. *State ex.rel. Frizzell v. Paulsen* 204 Kan. 857, 862 (1970).

In the present case, plaintiff argues K.S.A. 65-3407(m)(1)-(2) mandates that the defendant sign a certification to KDHE certifying that the construction of a solid waste landfill as proposed by plaintiff is consistent with both the applicable solid waste management plan and zoning regulations or surrounding land use.

While it is true that the Board of County Commissioners of Cherokee County, Kansas, is the proper governmental body to approve or disapprove the certification, the language of the statute is directed toward the applicant not towards the Board of County Commissioners. In effect, KDHE requires an applicant to have certifications before the application is considered completed. There is no requirement from KDHE to any board of county commissioners within K.S.A. 65 – 3407(m). The statute provides that KDHE won't review the application if the land-use certification is not present.

Plaintiff has also argued that the action to be performed by the defendant, Board of County Commissioners, is ministerial and a clearly defined requirement. The court does not find this to be some type of routine housekeeping. This was a discretionary act and mandamus is not available. See *Schmidtlien Elec., Inc. v. Greathouse*, 278 Kan. 810, 833 (2005); and *Rodrock Enterprises, L.P. v. City of Olathe*, 28 Kan. App. 2d 860 (2001).

If there was an alternative avenue for relief such alternative may well have been seeking judicial review of agency action pursuant to K.S.A.12-760(a). That remedy, of

course, is only available within 30 days of the governing body taking adverse action to the plaintiff and the time limit had expired before the present action was filed.

Finally, this court does not find that plaintiff has standing to even bring a cause of action in this dispute. Through a series of contractual maneuvers, plaintiff purchased land to construct a municipal waste landfill. The land was then sold to the City of Galena with the contractual requirement to the City of Galena that they apply for the municipal waste landfill permit. Plaintiff then agreed to operate the landfill for the City of Galena. The City of Galena applied for the landfill permit.

Plaintiff claims that it would benefit financially if the City of Galena were to receive the landfill permit.

The contractual process at this point, meant that the City of Galena, Kansas owned the land, and if successful in the application process, the City of Galena, Kansas would own the permit to operate a landfill. Interestingly, the City of Galena is exempt from payment of the application fees.

The test for standing is twofold, a cognizable injury and a causal connection between the injury and the challenged conduct. *Board of Sumner County Commissioners v. Bremby*, 286 Kan. 745 (2008), (citing *Moorhouse v. City of Wichita*, 259 Kan. 570 [1996]).

The contract between the City of Galena, Kansas, and the plaintiff, is 24 pages in length. On page 2, paragraph 4, section (iii) Performance by Seller contingent upon Buyer (City) obtaining the permits to operate the landfill. Exhibit "C" to the agreement, beginning on page 11 of the contract titled Operation of Waste Management Facility

(Galena municipal landfill). All references are to the City owns real estate . . . ; the City has determined it is in its best interest that an entity experienced in design, operation and maintenance . . . to operate the City's landfill. Paragraph 14 on page 19 of 24 discusses assignment and subletting.

This was a speculative venture to develop a landfill contingent upon the City of Galena, Kansas, securing the necessary permits and licenses to operate a municipal landfill. Only after the permit is obtained do these contractual rights begin. Otherwise, there are provisions for the land to revert to plaintiff.

Until the City of Galena received a landfill permit, the plaintiff had no cognizable injury. For only after the landfill permit was issued did the remaining contractual provisions between the City of Galena, Kansas, and plaintiff begin.

Until the permit was issued the City of Galena signed a contract with plaintiff, which required the City of Galena to apply. The City did so unsuccessfully.

This court finds plaintiff lacks standing in addition to judgment being granted to defendant on the merits.

IT IS SO ORDERED.

THIS MEMORANDUM AND DECISION IS EFFECTIVE AS OF THE DATE AND TIME SHOWN ON THE ELECTRONIC FILE STAMP.

Copies to:

Charles H. Apt III

David R. Cooper/Seth Lowry

CHEROKEE COUNTY ACCOUNTS PAYABLE/PAYROLL DATES 2017

*ANYTHING TURNED IN AFTER 12:00 PM ON TURN IN DATE WILL BE PAID ON NEXT PAY PERIOD

MONTH	CUT-OFF	TURN IN	APPROVAL	PAYDAY	DAYS	7 HRS	8 HRS	HOLIDAYS
JANUARY	23-Dec	27-Dec	12/29/2016	4-Jan	10	70	80	1
	6-Jan	9-Jan	1/13/2017	18-Jan	10	70	80	0
FEBRUARY	20-Jan	23-Jan	1/30/2017	1-Feb	10	70	80	1
	3-Feb	6-Feb	2/13/2017	15-Feb	10	70	80	0
MARCH	17-Feb	21-Feb	2/27/2017	1-Mar	10	70	80	0
	3-Mar	6-Mar	3/13/2017	15-Mar	10	70	80	1
	17-Mar	20-Mar	3/27/2017	29-Mar	10	70	80	0
APRIL	31-Mar	3-Apr	4/10/2017	12-Apr	10	70	80	0
	14-Apr	17-Apr	4/24/2017	26-Apr	10	70	80	1
MAY	28-Apr	1-May	5/8/2017	10-May	10	70	80	0
	12-May	15-May	5/22/2017	24-May	10	70	80	0
JUNE	26-May	30-May	6/5/2017	7-Jun	10	70	80	0
	9-Jun	12-Jun	6/19/2017	21-Jun	10	70	80	1
JULY	23-Jun	26-Jun	7/3/2017	5-Jul	10	70	80	0
	7-Jul	10-Jul	7/17/2017	19-Jul	10	70	80	1
AUGUST	21-Jul	24-Jul	7/31/2017	2-Aug	10	70	80	0
	4-Aug	7-Aug	8/14/2017	16-Aug	10	70	80	0
	18-Aug	21-Aug	8/28/2017	30-Aug	10	70	80	0
SEPTEMBER	1-Sep	5-Sep	9/11/2017	13-Sep	10	70	80	0
	15-Sep	18-Sep	9/25/2017	27-Sep	10	70	80	1
OCTOBER	29-Sep	2-Oct	10/6/2017	11-Oct	10	70	80	0
	13-Oct	16-Oct	10/23/2017	25-Oct	10	70	80	1
NOVEMBER	27-Oct	30-Oct	11/6/2017	8-Nov	10	70	80	0
	10-Nov	13-Nov	11/20/2017	22-Nov	10	70	80	1
DECEMBER	24-Nov	27-Nov	12/4/2017	6-Dec	10	70	80	2
	8-Dec	11-Dec	12/18/2017	20-Dec	10	70	80	0

HOLIDAYS	DATE'S	DAY'S OFF
NEW YEARS	SUN, JAN 1	MON, JAN 2
MARTIN LUTHER	MON, JAN 16	MON, JAN 16
PRESIDENTS DAY	MON, FEB 20	MON, FEB 20
GOOD FRIDAY	FRI, APRIL 14	FRI, APRIL 14
MEMORIAL DAY	MON, MAY 29	MON, MAY 29
INDEPENDENCE D	TUE, JULY 4	TUE, JULY 4
LABOR DAY	MON, SEPT 4	MON, SEPT 4
COLUMBUS DAY	MON, OCT 9	MON, OCT 9
VETERANS DAY	SAT, NOV 11	FRI, NOV 10
THANKSGIVING	THURS, NOV 23	THURS & FRI, NOV 23RD & 24TH
CHRISTMAS	MON, DEC 25	MON, DEC 25
NEW YEARS EVE	SUN, DEC 31	FRI, DEC 29TH @ NOON
NEW YEARS 2018	MON, JAN 1	MON, JAN 1, 2018

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 \$ 45.00 * per ton; BM2D (Kansas specifications) asphalt at \$ 46.00 * per ton; and, BM2 asphalt at \$ 47.00 * 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.
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.

* Pricing revised Oct 5, 2016.

10-5-16

CHEROKEE COUNTY HIGHWAY DEPARTMENT

Revised Bid

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; \$ 8.00 ; furnishing of distributors and tack oil, but is to exclude the trucking, which the Cherokee County Highway Department will do. \$ 2.00 ;
Total \$ 10.00

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

STOCKTON RESTORATION COMPANY

Columbus, KS
110 w. Maple St.

Proposal

10/12/2016

Cherokee County Courthouse

1. Cut out all deteriorated , cracked, weathered, and missing mortar joints to a depth of no less than 1/2 in. (to include areas where previous work has been done, but does not match original.
2. Replace all cut out mortar with new mortar. All joints to be hand tooled to a smooth, concave, weatherproof joint. New mortar to match existing as close as possible, in color and texture.
3. Clean all stone, brick, and mortar joints in entirety, by means of high pressure washing.
4. Remove and re-lay bricks where movement exceeds 1 in. width
5. Patch/replace broken or deteriorated bricks/stone
6. Cut out all coping cap joints and expansion joints. Re-caulk using a high quality urethane caulk. Backer rod or bond breaker tape to be used, to avoid 3 sided adhesion.
7. Inspect all windows, entry doors, caulk joints. Cut and re-caulk where needed.
8. Wash all window and door glass
9. Waterproof brick and stone surfaces, in entirety. Using high quality, transparent Prim-A-Pell waterproofing.

Scope of work includes: main building structure, stairways, planters, sign, and flower beds.

All work carries a 5 guarantee, waterproof carries a 5 year manufacturer guarantee. We are fully covered with Work Comp and \$1-2,000,000 aggregate insurance

We propose hereby to furnish material and labor-complete in Starting 1/1/17 and ending 1/1/20 accordance with above specifications, in the amount of: \$75,000.00 to be split up over a 4 year period at \$18,750.00 per year for a 4 year period.

Includes 2 sides of one building per year for a 4 year term, starting with the West building.

Payment will be made as follows: 25% down, due 1/1/17

These prices do not include sales tax or amounts for any other tax, license fees or building permits.

ACCEPTANCE OF PROPOSAL

The above specifications and conditions are satisfactory and are hereby accepted. You are Authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance _____ Signature _____

PO BOX 3802 WICHITA, KS 67201 316-799-1086

