

**MINUTES FOR MARCH 6, 2017**  
**BOARD OF CHEROKEE COUNTY COMMISSIONERS**  
**CHEROKEE COUNTY, KANSAS**

**CONVENE**

Chairman Pat Collins 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, March 6, 2017 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Pat Collins, Neal Anderson, Cory Moates, Counselor Barbara Wright, and County Clerk Rodney Edmondson were present.

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

Citizen Paul Starchman appeared to ask the Board for assistance regarding improper parking in the Rest-a-While addition. He is asking for a resolution to reinforce the 1930's resolution establishing them as a platted subdivision. He stated that it would help them enforce the parking laws. The Board asked Counselor Wright to look into it and stated that they would visit with Sheriff Groves regarding the issue.

A motion was made by Commissioner Moates to approve the Minutes of the February 27, 2017 BOCC meeting as written. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

**Leonard Vanatta - County Road Supervisor**

**Louis Schreiner – County Lot Supervisor**

They appeared before the Board on routine county road business. Louis stated that a 2006 John Deere 310G backhoe needs transmission work. The Board approved a factory remanufactured transmission at a cost of \$13,495. Louis stated that Purcell called with a deal on Michelin grader tires at a cost of \$825-\$850 each. It would be a better tire than the \$700 Chinese model that the Board approved for purchase last week. The Board approved the purchase of 40 grader tires. Leonard stated that on Wednesday they are going to pour the floor on the bridge located on SW Blackjack Rd. Leonard stated that on 120<sup>th</sup> St. south of Hwy. 160 the beavers have built a dam on private property that is causing problems with a county road. He said it's back in a swampy area and difficult to get to. The Board took it under advisement. Leonard stated that Teeters would have the asphalt plant running in a couple of weeks.

Maintenance Director Ralph Houser appeared regarding the hiring of a part-time employee. The opening was posted publicly at the Courthouse and a notice was placed in all three newspapers. He presented four applications for review. He recommended hiring Janice Sandberg for the part-time custodial position working 20 hours per week. He stated that she was doing that job full time when she retired three years ago and he would not have to train her.

A motion was made by Commissioner Anderson to hire Janice Sandberg as a 20 hour part-time custodian to begin on March 13<sup>th</sup> at the rate of pay she was making when she retired. The motion was seconded by Commissioner Moates. The motion carried 3-0.

Houser stated that Stockton Restoration will be here today to look over the Courthouse in preparation of the exterior maintenance project.

## Department Heads - Monthly Reports

They met with the Board for their routine monthly meeting for the purpose of updating the Board on happenings within each department, with the following Department Heads present: Barbara Bilke, Register of Deeds; Betha Elliott, Health Department; David Groves, Sheriff; Deana Randall, Human Resources; Juanita Hodgson, Treasurer; Logan Grant, Noxious Weeds; Mark Hixon, Appraiser; Jacob Conard, Attorney; Ralph Houser, Maintenance; Rodney Edmondson, Clerk/Election; and Wayne Elliott, 911 Addressing & Mapping.

Betha Elliott - She reported that the table top exercise in Labette County on the continuity of operations was a success. She reported that the diaper drive is going well. On March 28<sup>th</sup> in Parsons there will be a presentation on the west Texas explosion that impacted a small community.

David Groves - He reported they are hosting an advanced DUI training this month. It is free training being offered by KHP. He stated that they completed a drug bust with the new K-9 last week. He stated that they are working several major cases along with the County Attorney's Office.

Jacob Conard - He stated that they filed 34 cases in February and that it's been very busy month. They are setting trials through August already.

Juanita Hodgson - She stated that the Vehicle Department is busy and there has been an increase in title work. Delinquent notices were sent last month with good response. Second half tax statements will be mailed in April. She stated that she is getting a lot of calls regarding a tax sale. She stated that she hasn't heard anything from attorney's Barrett or Myers regarding any sales. The Board asked Counselor Wright to contact Mr. Gene Barrett regarding the sale he has been working on.

Logan Grant - He stated that his annual conference begins in Topeka tomorrow.

Mark Hixon - He stated that valuation notices went out Friday. They will be setting informal hearings now to address citizen's complaints.

Rod - He reported that the implementation of the KDWPT computers from the state has been nearly a disaster. They turned away countless customers since February 22<sup>nd</sup> when the state pulled the plug on the old system. The new equipment wasn't delivered until February 23<sup>rd</sup>. They managed to sell their first license last Friday. He stated that the legislative session is half over and he's watching several bills that affect elections.

Wayne - He reported the issuance of six new addresses and the making of 12 new street signs. He stated that he is working on a map for Emergency Preparedness to show businesses that have certain chemicals.

The Board thanked each for their continued work and asked for their input with ideas concerning the budgets, noting that this year is going to be tight.

Sheriff David Groves and Terry Clugston presented an update on the Patrol Vehicle fleet. They stated that they would like to get back to the planned rotation to purchase three new vehicles per year. They are averaging 30,000 miles per year on each vehicle. They presented cost estimates for multiple vehicles for purchase.

A motion was made by Commissioner Moates to purchase three vehicles at the request of the Sheriff. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Clugston asked for the approval to replace the dispatch fax machine and a computer firewall. Both will be purchased with 911 funds. The Board approved the purchases. The Board discussed the parking issue in Rest-a-While. Sheriff Groves stated that he had been waiting on a call from Mr. Starchman for additional information. He stated that he will get in contact with him.

Scott Jackson and Judy Adams appeared representing Spring River Mental Health & Wellness. They asked for an explanation on their budget because in June of 2016 they were approved for a \$10,000 increase for 2017. The Board reviewed that information and determined that during the final budget process, that increase was removed from their budget along with other cuts county wide. Jackson and Adams asked if there was any way of getting that request reinstated, or at least a portion of it. They stated that they were not made aware of the cut and it has put them in a tough situation. The Board stated that they would take a look at it.

Janet Miller appeared before the Board regarding the appointments to the Economic Development Advisory Committee. She provided a list of current members stating that positions 1 thru 7 have agreed to continue serving. Positions 8 and 9 need new appointees. Commissioner Moates stated that Bert Kellum has expressed an interest in serving. Commissioner Anderson volunteered to serve as the Boards representative to the Committee.

A motion was made by Commissioner Moates to fill position 8 with Bert Kellum for District 3. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

A motion was made by Commissioner Moates to appoint Commissioner Neal Anderson to sit on the Committee as the commissioner representative. The motion was seconded by Commissioner Collins. The motion carried 3-0.

A motion was made by Commissioner Anderson to reappoint the members to positions 1 thru 7 as presented by Miller. The motion was seconded by Commissioner Moates. The motion carried 3-0.

The Board discussed Resolution 02-2017 that was approved for the disbursement of funds to the Economic Development Corporation with Miller. Miller stated that the Corporation is prepared to take her on as an employee, if that is the desire of the Commissioners to move in that direction. It was agreed on to make that change effective April 1<sup>st</sup> and to divide the remaining budgeted Economic Development Funds into three quarterly payments for the remainder of the year. Counselor Wright will amend the resolution to allow for the changes in the Director becoming an employee of the Economic Development Corporation and the disbursement of funds going forward.

Jim Burton appeared representing the City of Columbus regarding Crossland Park road paving. He said it is estimated to take 1,250 tons at \$55 per ton for a total cost of \$68,750. The City of Columbus is asking if there is any help available above the hauling of the asphalt. Commissioner Moates asked how much the city has contributed to the project. Burton stated that they are going to put in water and sewer lines and have put down some base rock. Commissioner Anderson stated that he wants to help as much as possible. Commissioner Moates stated that he has mixed feelings.

Commissioner Anderson made a motion to share the cost of the paving equally with the City of Columbus not to exceed \$40,000 each. The motion was seconded by Commissioner Collins. The motion carried 2-1 with Commissioner Moates voting no.

Counselor Wright presented the Elk Drive road dedication resolution for a second read. Citizen Richard Eckler appeared before the Board stating his opposition to the renaming of the road. He stated that he fought with everyone the last time his address changed and it took three years to straighten out. Counselor Wright explained the process of moving from a private road to a county road and that would require the renaming from Drive to Road. The Board stated that the county will now maintain 225' of the road.

A motion was made by Commissioner Moates to adopt Resolution 06-2017 dedicating Elk Drive to Elk Road. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

A motion was made by Commissioner Moates to enter an Executive Session with the Board, Counselor Wright, and Clerk Edmondson for the purpose of Attorney Client Privilege for pending litigation for a period of 10 minutes. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 11:23 AM.

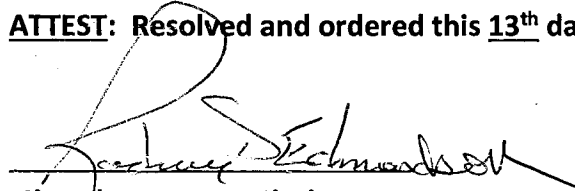
The meeting reconvened at 11:33 AM.

Edmondson presented the written agreement with Pro Energy for the delivery of natural gas to the Courthouse as approved by the Board last week. He stated that the agreement needs signed by the Chairman and two emergency contacts need to be designated in case there is a natural gas emergency at the Courthouse. Chairman Collins signed the agreement and the Board designated Ralph Houser and Rodney Edmondson as emergency contacts.

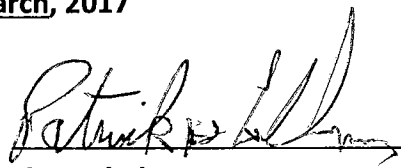
Counselor Wright reported an update on the financing for the sewer project. She stated that there is a tentative agreement with Empire for a property lease. It is expected that funds could be in place by the end of March.

Commissioner Anderson made a motion to adjourn until the next regular meeting set for Monday, March 13, 2017 at 9:00 AM. The motion was seconded by Commissioner Moates. The motion carried 3-0 at 11:40 AM.

**ATTEST:** Resolved and ordered this 13<sup>th</sup> day of March, 2017



Cherokee County Clerk



Commissioner



Commissioner



Commissioner

RESOLUTION NO. 06-2017

**A RESOLUTION DEDICATING AND DEVOTING THE PROPERTY KNOWN AS ELK DRIVE FOR PUBLIC USE AND CHANGING THE NAME TO ELK ROAD IN RIVERTON, CHEROKEE COUNTY, KANSAS.**

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

**SECTION 1. GENERAL AUTHORITY.** K.S.A. 19-101, *et. seq.*, and K.S.A. 19-212 authorize the Board of County Commissioners of Cherokee County, Kansas, to transact all County business and perform all powers of local legislation deemed appropriate, and to make all contracts and do all other acts in relation to the property and concerns of the County necessary to the exercise of its corporate or administrative powers.

**SECTION 2. SCOPE AND APPLICATION.** The County is hereby authorized and dedicates Elk Road in Riverton, Cherokee County, Kansas, and devote the property to public use based on the express acts and conduct of the previous owner, by deed, and the acceptance of the deed by the Board of County Commissioners of Cherokee County, Kansas, of the property legally described as follows:

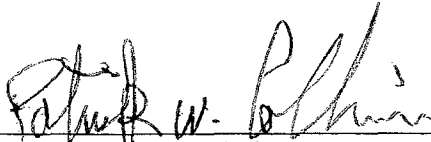
A portion of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section Eighteen (18), Township Thirty-four (34) South, Range Twenty-five (25) East of the Sixth Principal Meridian, Cherokee County, Kansas, according to the United States Government, described as follows:

Beginning Two hundred twenty-five (225) feet North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 18, thence West Three hundred (300) feet, parallel to the South line of said Northeast Quarter of the Southeast Quarter, thence North Forty (40) feet, thence East Three hundred (300) feet to the section line, thence South Forty (40) feet to the point of beginning

**SECTION 3.** All resolutions and parts thereof in conflict herewith are hereby expressly repealed in so far as they conflict herewith.

**SECTION 4.** This resolution shall be in full force and effect from and after passage and publication in the official County newspaper.

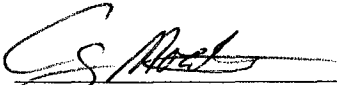
**PASSED AND APPROVED** this 20 day of March, 2017, by the Board of County Commissioners of Cherokee County, Kansas.



Patrick Collins, Chairman  
Cherokee County Commissioner

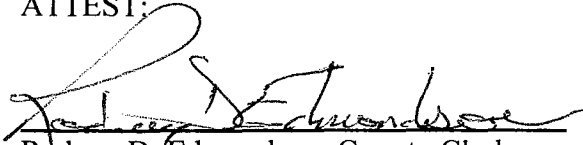


Neal Anderson  
Cherokee County Commissioner



Cory Moates  
Cherokee County Commissioner

ATTEST:



Rodney D. Edmondson, County Clerk

SEAL



# TRANSPORTATION AFFIDAVIT

Cherokee County Kansas, whose facilities are located at,  
Legal Account/Customer Name

110 W Maple, Columbus KS 66725 transports natural gas through the facilities of  
Physical Meter Address

Kansas Gas Service, a division of ONE Gas Inc., pursuant to its applicable tariffs.

This affidavit is effective: April 1, 2017 whereby authorize:  
Effective Date Start of Transport

Pro Energy Solutions to:  
Third Party Marketer Name

- Forward to Kansas Gas Service Company our monthly nomination and any nomination revisions.
- Receive information concerning our accounts.
- Receive duplicate monthly billing statements upon request.
- Coordinate the aggregation of my natural gas usage with that of other Kansas Gas Service customers also served by the same marketer for purposes of balancing.

These authorizations will continue until a subsequent Transportation Affidavit or written cancellation is provided to Kansas Gas Service Company.

Signature X Patrick W. Collins Title Manager, KGS

Printed Name Patrick W. Collins Phone # 417-317-1983

Primary Contact Mailing Address: P.O. Box 14 Columbus KS 66725

Billing Address: P.O. Box 2 Columbus KS 66725

### Emergency Contact Information:

Primary: Ralph Houser Name ralph\_houser@hotmail.com E-mail

620-429-9558 Day Phone 620-210-0264 Evening Phone 620-429-1042 Cell/Pager Fax (Other)

Secondary: Rodney Edmondson Name Rodney.clerk@cherokee-county-ks.gov E-mail

620-429-2042 Day Phone 620-674-1428 Evening Phone 620-429-1042 Cell/Pager Fax (Other)

Please return only fully completed Affidavits to Marion Miller at Kansas Gas Service. All information is required and incomplete forms will be returned. For questions please contact me at Phone: 913.319.8610 or by e-mail at [mcmiller@onegas.com](mailto:mcmiller@onegas.com).

# NATURAL GAS SALES AGREEMENT

Index Variable



Buyer's Initial: *[Signature]*

Seller's Initial: *[Signature]*

BUYER INFORMATION	
<b>Cherokee County Kansas</b>	
<small>FULL LEGAL NAME OF ENTITY (Verify that the company name is the legal entity.)</small>	
48-6041799	
<small>FEIN - OR- SSN</small>	<small>DUNS# If applicable</small>
<b>Rodney Edmondson/ County Clerk</b>	
<small>CONTACT NAME / TITLE</small>	
rodney.clerk@cherokeecounty-ks.gov	
<small>EMAIL</small>	
620-428-2042	620-429-1042
<small>PHONE</small>	<small>FAX</small>
<b>110 W. Maple</b>	
<small>SERVICE ADDRESS</small>	
Columbus, KS 66725	Cherokee
<small>CITY/STATE/ZIP CODE</small>	<small>COUNTY</small>
<b>PO Box 2</b>	
<small>BILLING ADDRESS</small>	
Columbus, KS 66725	
<small>CITY / STATE/ ZIP CODE</small>	
<b>Deana Randall</b>	
<small>BILLING CONTACT</small>	
deana.clerk@cherokeecounty-ks.gov	620-429-9526
<small>EMAIL</small>	<small>PHONE</small>

SELLER INFORMATION	
<b>Pro Solutions, L.L.C., d/b/a Pro Energy Solutions</b>	
<small>FULL LEGAL NAME OF ENTITY</small>	
100 Waugh Drive, Suite 500	
<small>ADDRESS</small>	
HOUSTON, TEXAS 77007	
<small>CITY/STATE/ZIP</small>	
Ashton Chandra	Contract Administrator
<small>ATTENTION</small>	<small>TITLE</small>
(713) 739-6429	(713) 739-6479
<small>PHONE</small>	<small>FAX</small>
AChandra@pro-e-solutions.com	
<small>EMAIL</small>	

TERM & ACCOUNT INFORMATION	
<small>EFFECTIVE DATE</small>	April 1, 2017
<small>TERM OF CONTRACT</small>	12 Months
<small>DELIVERY POINT</small>	KGS
<small>RATE SCHEDULE</small>	Small Volume Commercial
<small>ACCOUNT NO(S)</small>	51024109411887424 27
<small>SALES TAX EXEMPT</small> <small>Please Check Yes or No</small>	<input checked="" type="checkbox"/> YES    IF YES, please provide copy of Certificate <input type="checkbox"/> NO

**CONTRACT PRICE:**  
 Buyer shall pay Seller a contract price for all volumes nominated for "first of the month" delivery to Buyer's account(s). The price to be paid for "first of the month" volumes shall vary each month and shall be equal to the monthly settlement price as posted in McGraw Hill's Publication: INSIDE E.E.R.C.'s Gas Market Report - Monthly, Southern Star Central Pipeline Pipeline Index plus \$0.50 per MMBtu plus all applicable transport, fuel, balancing and pooling charges.

In any month where Buyer's usage exceeds "first of the month" volumes purchased, Seller shall provide incremental gas volumes in order to meet Buyer's gas needs. The price to be paid for incremental volumes shall be equal to the current gas market rate at the time of purchase plus \$ 0.50 per MMBtu plus all applicable transport, fuel and pool balancing charges.

Seller shall nominate "first of the month" volumes in accordance with the utility's historical usage report unless agreed to otherwise by both Buyer and Seller and made a part of this Agreement in writing.



## TERMS AND CONDITIONS

1. **NATURAL GAS SALES AGREEMENT:** This Agreement is contingent upon the execution, by Buyer, Seller or both Parties, of all interstate and intrastate pipeline transportation, supplier, local distribution company, and regulatory entity agreements that may be required to make this Agreement effective. This Agreement and its obligations herein are subject to credit approval of Buyer before and during the term of this Agreement. Buyer shall appoint Seller as agent to contract and purchase Buyer's natural gas requirements, receive account information, make rate and tariff selections and manage storage or transportation contracts on behalf of Buyer. This Agreement sets forth the entire Agreement between Buyer and Seller.
2. **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 Agreement.
3. **REGULATION AND 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, 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, Intrastate 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 bodies having jurisdiction over the parties and this transaction.
4. **CREDIT:** Buyer, upon request by Seller, shall provide 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 forty-eight (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.
5. **EARLY TERMINATION:** In the event Buyer terminates this Agreement for any reason prior to its expiration date of this Agreement, Buyer shall remain liable for the cost of natural gas that would have otherwise been purchased for and/or delivered to Buyer's account(s).
6. **EXPIRATION:** Buyer and Seller both agree that this Agreement, upon expiration, shall renew for successive one year terms unless cancelled in writing and providing notice no less than sixty (60) days prior to the expiration date of this Agreement. Upon renewal the price to be paid shall default to a monthly index variable rate.
7. **BILLING AND PAYMENT:** Seller shall invoice Buyer for all natural gas deliveries to Buyer's account(s). Payment shall be due net fifteen (15) days from the invoice 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 attorney's fees and costs of collection in addition to all other sums due hereunder. Seller will charge \$30 for each returned check (or ACHs). Appropriate billing adjustments will be made to the following months invoice.
8. **DISPUTED AMOUNTS:** If Buyer, 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 Buyer disputes the amount due, Buyer must provide documentation 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 sixty (60) days from the date that such invoice is delivered to Buyer. If notice is received after the sixty (60) days all charges shall be deemed valid.
9. **TITLE:** Seller hereby warrants good title to the gas sold and delivered to the delivery points. The title to such gas shall pass to Buyer at the Delivery Point(s). Unless otherwise indicated, the Delivery Point shall be Buyer's local distribution company (LDC).
10. **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.
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.

**12. 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.

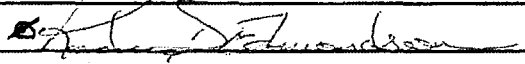
**14. SEVERABILITY:** If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of the Agreement

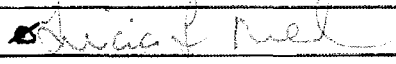
**15. ASSIGNMENT:** Buyer shall not assign this Agreement in whole or in part without the prior written consent of Seller, which shall not be unreasonably withheld. Any change in control of Buyer resulting from a merger, consolidation, stock transfer, asset sale, dissolution, operation of law, or any other manner shall be deemed an assignment or transfer for purposes of this Agreement that requires the prior written consent of Seller. Any purported assignment of this Agreement or any parts thereof in violation of this Agreement shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Seller may, without the consent of Buyer, assign this Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of Seller'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 Seller 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 in accordance with this Agreement 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 MADE IN WRITING AND EXECUTED 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 in writing by both Parties.

<b>BUYER'S INFORMATION</b>	
Cherokee County Kansas	
COMPANY	
Rodney Edmondson	
PRINT NAME	
	
SIGNATURE	
County Clerk	March 6, 2017
TITLE	DATE

<b>SELLER'S INFORMATION</b>	
Pro Solutions, L.L.C., d/b/a Pro Energy Solutions	
COMPANY	
TRICIA F NEAL	
PRINT NAME	
	
SIGNATURE	
Ops Manager	3/7/17
TITLE	DATE

To: County Commissioners

From: Paul Starchman

RE: Acknowledgement of Rest A While and All 12 Foot Platted County Roads Maintained by the County

## **A Recommended Resolution**

I, Paul Starchman, purchased my first property from Orville Hayward in the Rest A While Addition while still in the Army overseas in Viet Nam through my father, John Starchman, who lived in Joplin, MO at the time. After I was injured I was TDY from Fitzsimmons General Army Hospital in Denver, Colorado to the Rest A While addition property, Lot 8.

At this time I am respectfully requesting a resolution acknowledging the existence of the Rest A While addition East 29 acers of the NW.4 SE.4 Section 20 TWP .34S R.25 E. Cherokee County Kansas to April 24<sup>th</sup> 1939 filed for a record the 20<sup>th</sup> day of July A.D. 1939 at 2:30 P.M. Sealed by Joe Batten Register of Deeds by Ida Parsons, Deputy (see attached Copy) and all existing 12 foot platted roads to The Gandy Cemetery and to Lots 9 and 10 in Rest A While addition be acknowledged and the 12 foot platted roads leading to Lot 6 including any and all other roads in the Rest A While Addition will still be maintained by Cherokee County as a County Road as a Resolution as of 2017 and in compliance with Kansas Statutes 8-1571 vehicles can be towed and/or ticketed by County Sheriff at owner's expense.

**Cherokee County Economic Development Advisory Committee\***

Position #1 (Weir) - Amy Zortz

Position #2 (Scammon) – Bob Norris (appointed by Commission on 3/30/15)

Position #3 (Columbus) - Thomas Niegisch

Position #4 (Baxter Springs) - Brian Smith

Position #5 (Galena) - Dale Oglesby

Position #6 (Commissioner District #1) - David Nelson

Position #7 (Commissioner District #2) - Trish Carroll

Position #8 (Commissioner District #3) - \*\* Bert Kellum

Position #9 (County Commissioner) - Neal Anderson

\* With the exception of Positions #2 & #9, members were appointed by the Commission at their 2/2/15 meeting. As per resolution 07-2013, all appointments to the advisory committee will expire January 31, 2017.

\*\* Position is currently vacant. Was previously held by Gregg Motley.

Approved by BOZC March 6, 2017

==>

Dealer: F53504

2017 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 0001 Priority: D1 Ord FIN: QJ002 Order Type: 5B Price Level: 750

Ord Code: 500A Cust/Flt Name: CHEROKEECTY PO Number:

RETAIL

RETAIL

K8A	4DR AWD POLICE	\$31995		.RR MOUNT PLATE	
	.112.6" WB			17T CARGO DOME LAMP	50
YZ	OXFORD WHITE			18W RR WINDOW DEL	25
9	CLTH BKTS/VNL R			51Y DRV SDE SPT LMP	215
W	EBONY BLACK			595 KEYLESS 2 FOBS	260
500A	EQUIP GRP			63B SD MARKER LGHTS	290
	.PREM SINGLE CD			66A FRONT HDLMP PKG	NC
99R	.3.7L V6 TIVCT	NC		.GRILL WIRING	
44C	.6-SPD AUTO TRAN	NC			
53M	SYNC SYSTEM	295		TOTAL BASE AND OPTIONS	37490
67H	ROAD READY PKG	3415		TOTAL	37490
	.DR LOCK PLUNGER			*THIS IS NOT AN INVOICE*	
	.100 WATT SIREN			* MORE ORDER INFO NEXT PAGE *	
	.TAIL LAMP PKG			F8=Next	
	.REAR LIGHT PKG			F3/F12=Veh Ord Menu	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC05454

*\$30,354*

*Sale Price*

==>

Dealer: F53504

2017 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 0001 Priority: D1 Ord FIN: QJ002 Order Type: 5B Price Level: 750

Ord Code: 500A Cust/Flt Name: CHEROKEECTY

PO Number:

RETAIL

RETAIL

86T RR TAILLAMP HSG NC

FLEX-FUEL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 945

TOTAL BASE AND OPTIONS 37490

TOTAL 37490

\*THIS IS NOT AN INVOICE\*

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05454

DAVIS-MOORE AUTOMOTIVE INC  
 7675 E. Kellogg  
 WICHITA, KS 672071613

Configuration Preview

Date Printed: 2017-02-28 2:35 PM  
 Estimated Ship Date:

VIN:  
 VON:

Quantity: 1  
 Status: BA - Pending order  
 FAN 1: 48775 STATE OF KANSAS  
 FAN 2:  
 Client Code:  
 Bid Number: TB7065  
 PO Number:

Sold to:  
 DAVIS-MOORE AUTOMOTIVE INC (24294)  
 7675 E. Kellogg  
 WICHITA, KS 672071613

Ship to:  
 DAVIS-MOORE AUTOMOTIVE INC (24294)  
 7675 E. Kellogg  
 WICHITA, KS 672071613

Vehicle: 2017 1500 SSV CREW CAB 4X4 (DS6T98)

	Sales Code	Description	MSRP(USD)
Model:	DS6T98	1500 SSV CREW CAB 4X4	39,975
Package:	25D	Customer Preferred Package 25D	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DG1	6-Spd Automatic 65RFE Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*D7	Cloth Front Bench / Vinyl Rear Seat	45
	-X8	Black/Diesel Gray	0
	Options:	MAF	Fleet Purchase Incentive
	AJB	Remote Start & Security Alarm Group	395
	XB9	RamBox Cargo Management System	1,295
	DSA	Anti-Spin Differential Rear Axle	395
	ADB	Protection Group	225
	TXN	LT265/70R17E OWL On/Off Road Tires	250
	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB7065	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,195
			<b>Total Price: 43,775</b>

*Selling Price*  
 \$29,950<sup>00</sup>

*Jack Pulley*

Order Type: Fleet  
 Scheduling Priority: 1-Sold Order  
 Customer Name:  
 Customer Address: USA

PSP Month/Week:  
 Build Priority: 99

Instructions:

*If there is something I added that you don't want I will subtract.*

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Every new one bought will remove one from the fleet

(Currently have 5 out of service available to sell)

Current mileages on Fleet:

Cars over 100K miles – 6 (3 of these are cars bought new in 2014)

Cars over 150K miles – 6

Cars over 200K miles – 4

Cars over 250K miles – 2

Only 6 cars in our Fleet have less than 100K miles on them



Clarifications


Emissions




Vendor Performance






# Compare Prices

<< Previous

## 55C -4X4 PICKUP,FULLSIZE,CREW CAB,6700 GVWR,SPECIAL SERVICE VEH

-  **Note:** Incl. (Includes) = The selected option is part of a package that includes the listed options.
- Req. (Requires) = In order to get the selected option, you must also select from the listed required options.
- Excl. (Excludes) = The selected option cannot be ordered with the listed options.

-  = Alternative Fuel Vehicles
-  = Low Greenhouse Gas Vehicles
-  = CARB adherent States will receive gasoline instead of E85.

Vendor	FCA US LLC	GM 	FORD 
Model Picture	 <a href="#">See more images</a>	 <a href="#">See more images</a>	 <a href="#">See more images</a>
Socio-Economic Indicator	Other than Small Business	Other than Small Business	Other than Small Business
Model	RAM 1500 SSV	K1500 SSV	F150 SSV
Model Year	2017	2017	2017
MPG (City/Hwy/Combined) Base Vehicle	13/19/15	16/22/18	15/21/17

<b>gCO2/mile Base Vehicle</b>	580	491	520
<b>50-State Emissions Certified Engine Base Vehicle</b>	Yes	Yes	Yes
<b>Additional Information</b>			
<b>Program 1122</b>	Yes	Yes	Yes
<b>Shipment Days - Base</b>	90	220	90
<b>Additional Shipment Days - for Options</b>	0	0	0
<b>Base Price \$ (A)</b>	27,532.00	28,735.00	31,215.00
<b>+ Vehicle Options</b>			
<b>AT</b>	206.00 Incl. LT	220.00	0.00
<b>BB</b>	1,062.00 Incl. CBE	N/A	N/A
<b>BTCS</b>	0.00	0.00	0.00
<b>DDRL</b>	-33.00	10.00	N/A
<b>L6</b>	N/A	300.00	N/A
<b>PEPP</b>	N/A	275.00	N/A
<b>RKE</b>	0.00	0.00	0.00
<b>RKS</b>	324.00	N/A	N/A
<b>SL</b>	N/A	475.00	N/A
<b>+Additional Required Vehicle (G)</b>	0.00	0.00	0.00
<b>Total Vehicle Options (B)</b>	1,559.00	1,280.00	0.00
<b>=Subtotal Unit Price (A+B+G)</b>	29,091.00	30,015.00	31,215.00
<b>Quantity(C)</b>	1	1	1
<b>=Sub- Totals (A+B+G)*C</b>	29,091.00	30,015.00	31,215.00
<b>+ Order Options</b>			

<b>gCO2/mile Base Vehicle</b>	580	491	520
<b>50-State Emissions Certified Engine Base Vehicle</b>	Yes	Yes	Yes
<b>Additional Information</b>			
<b>Program 1122</b>	Yes	Yes	Yes
<b>Shipment Days - Base</b>	90	220	90
<b>Additional Shipment Days - for Options</b>	0	0	0
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<b>=Sub- Totals (A+B+G)*C</b>	29,091.00	30,015.00	31,215.00
<b>+ Order Options</b>			

