



COUNTY COMMISSION

Monday, October 19, 2015

5:00 PM Following Public Building Commission Meeting
Ellis County Administrative Center – Commission Room

Order of Business

- I. Opening
 - A. Call to Order
 - B. Pledge of Allegiance
 - C. Clerk Calls the Roll
 - D. Order of Business
Consideration of Amendments

- II. Prior Minutes
 - October 12, 2015
 - October 15, 2015 Special Meeting

- III. Consent Agenda
 - A. Approval of Employee Status Changes as presented
 - B. Approval of Refunding Warrants as presented
 - C. Approval of Tax Roll Adjustments as presented
 - D. Approval of Escape Tax Orders as presented
 - E. Approval of Adds and Abates as presented
 - F. Approval of Accounts Payable and Payroll as presented

- IV. Issues from Persons Not on the Order of Business
- V. Appraiser updates (Appraiser Lisa Ree) ENC [Enclosure](#)
- VI. Eagle Med Services representatives Robert Nolan and Mike Simmons will discuss their current services and future plans for services in Ellis County.
- VII. Natural Gas Agreement (Secure Energy Consulting, Inc, Shareholder Jeff Younger) [Enclosure](#)
- VIII. Jail Kitchen project (Sheriff Ed Harbin)
- IX. Health Department September Report (Public Health Administrator Butch Schlyer) [Enclosure](#)
- X. Resolution No R-2015-22 Electronic Smoking Device [Enclosure](#)
- XI. County Commission
- XII. Executive Session
- XIII. Adjournment

2014 Kansas Statutes

79-1460. Notification of taxpayer of change in classification or appraised valuation of property, contents; duties of appraiser regarding valuation increase of real property; amendment of appraisal rolls by county appraiser; guide to the property tax appeals process.

(a) The county appraiser shall notify each taxpayer in the county annually on or before March 1 for real property and May 1 for personal property, by mail directed to the taxpayer's last known address, of the classification and appraised valuation of the taxpayer's property, except that, the valuation for all real property shall not be increased unless: (1) The record of the latest physical inspection was reviewed by the county or district appraiser, and documentation exists to support such increase in valuation in compliance with the directives and specifications of the director of property valuation, and such record and documentation is available to the affected taxpayer; and (2) for the next two taxable years following the taxable year that the valuation for real property has been reduced due to a final determination made pursuant to the valuation appeals process, documented substantial and compelling reasons exist therefor and are provided by the county appraiser. When the valuation for real property has been reduced due to a final determination made pursuant to the valuation appeals process for the prior year, and the county appraiser has already certified the appraisal rolls for the current year to the county clerk pursuant to K.S.A. 79-1466, and amendments thereto, the county appraiser may amend the appraisal rolls and certify the changes to the county clerk to implement the provisions of this subsection and reduce the valuation of the real property to the prior year's final determination, except that such changes shall not be made after October 31 of the current year. For the purposes of this section and in the case of real property, the term "taxpayer" shall be deemed to be the person in ownership of the property as indicated on the records of the office of register of deeds or county clerk and, in the case where the real property or improvement thereon is the subject of a lease agreement, such term shall also be deemed to include the lessee of such property if the lease agreement has been recorded or filed in the office of the register of deeds. Such notice shall specify separately both the previous and current appraised and assessed values for each property class identified on the parcel. Such notice shall also contain the uniform parcel identification number prescribed by the director of property valuation. Such notice shall also contain a statement of the taxpayer's right to appeal, the procedure to be followed in making such appeal and the availability without charge of the guide devised pursuant to subsection (b). Such notice may, and if the board of county commissioners so require, shall provide the parcel identification number, address and the sale date and amount of any or all sales utilized in the determination of appraised value of residential real property. In any year in which no change in appraised valuation of any real property from its appraised valuation in the next preceding year is determined, an alternative form of notification which has been approved by the director of property valuation may be utilized by a county. Failure to timely mail or receive such notice shall in no way invalidate the classification or appraised valuation as changed. The secretary of revenue shall adopt rules and regulations necessary to implement the provisions of this section.

(b) For all taxable years commencing after December 31, 1999, there shall be provided to each taxpayer, upon request, a guide to the property tax appeals process. The director of the division of property valuation shall devise and publish such guide, and shall provide sufficient copies thereof to all county appraisers. Such guide shall include but not be limited to: (1) A restatement of the law which pertains to the process and practice of property appraisal methodology, including the contents of K.S.A. 79-503a and 79-1460, and amendments thereto; (2) the procedures of the appeals process, including the order and burden of proof of each party and time frames required by law; and (3) such other information deemed necessary to educate and enable a taxpayer to properly and competently pursue an appraisal appeal.

(c) For purposes of this section:

(1) The term "substantial and compelling reasons" means a change in the character of the use of the property or a substantial addition or improvement to the property;

(2) the term "substantial addition or improvement to the property" means the construction of any new structures or improvements on the property or the renovation of any existing structures or improvements on the property. The term "substantial addition or improvement to the property" shall not include:

(A) Any maintenance or repair of any existing structures, equipment or improvements on the property; or

(B) reconstruction or replacement of any existing equipment or components of any existing structures or improvements on the property.

History: L. 1982, ch. 391, § 7; L. 1985, ch. 314, § 9; L. 1987, ch. 376, § 1; L. 1988, ch. 377, § 2; L. 1990, ch. 90, § 5; L. 1991, ch. 279, § 1; L. 1992, ch. 282, § 4; L. 1994, ch. 275, § 1; L. 1997, ch. 126, § 28; L. 1999, ch. 123, § 4; L. 1999, ch. 126, § 6; L. 2005, ch. 161, § 1; L. 2014, ch. 141, § 11; July 1.

Appraisals and Appeals

Clarity sought in valuation process — County lends support to JOCO effort

By Nicolas Wahl, Newton.Kansan@NWahl_Kansan

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Harvey County recently lent support for an effort led by the Johnson County appraiser's office which calls the effort a move toward clarification, uniformity and fairness in the real property appraisal process. Harvey County appraiser Craig Clough brought word of the move to county commissioners, who voiced their support, during the Sept. 28 commission meeting.

While typically any non-agricultural real property is valued annually, legislation passed in 2014 is bucking the trend for property that has had its value reduced through the appeals system, allowing the value to remain stagnant for two years following the reduction. Previously, the statute mandated one year.

"By holding that value, even though market conditions say it should increase, we have created a sub-class of citizens that have a tax advantage (over) owners of another property," said Johnson County appraiser Paul Welcome. Welcome said by doing so, the legislation, KSA 79-1460, flies in the face of the Kansas Constitution, which requires the legislature provide for a uniform and equal basis of taxation.

Under the previous legislation, exceptions could be made if there was substantial and compelling reason to raise the value and the appraiser notifies the property owner prior to mailing the valuation notice. Substantial and compelling was not defined.

Clough said the new legislation does define substantial and compelling, but the appraisers do not believe the definition adds clarity. K.S.A. 79-1460 reads "substantial and compelling reasons" mean a change in the character of the use of the property or a substantial addition or improvement to the property. The term "substantial addition or improvement to the property" means the construction of any new structures or improvements on the property or the renovation of any existing structures or

"By holding that value, even though market conditions say it should increase, we have created a sub-class of citizens that have a tax advantage (over) owners of another property."

improvements on the property. The legislation does not include maintenance or repair or any existing structures, equipment or improvements on the property or reconstruction or replacement of any existing equipment or components of any existing structures or improvements on the property.

Clough said problems come in the case of major remodels that do not increase the footprint of the property following a value reduction after an appeal. "The value doesn't grow with the market value," Clough said.

Welcome said with the issue affecting all counties, they are trying to get additional counties to come on board. Johnson County has agreed to foot the entire cost of the work done in the process of putting together a mandamus action, where the Property Valuation Division director would join them for a legal brief. The action would initially be in Shawnee County District Court in Topeka, where the PVD resides. There would be no trial.

He said the mandamus would also avoid raising the issue in a particular tax appeal with a particular taxpayer, preventing notion of harassment or bias against a particular taxpayer, tax agent or attorney. They would attempt to get a published opinion from a judge. "Then we find out which one prevails," Welcome said. "Which of these statutes and directives am I supposed to follow? Do we reassess every year or am I supposed to hold values for a sub-class of citizens getting a tax advantage?"

Welcome said while his preference would be to do away with the two-year value stagnation, the simple clarification would be a step in the right direction.

Secure Energy Consulting, Inc.

NATURAL GAS SALES AGREEMENT

Dated: 10/15/2015

Seller: SECURE ENERGY CONSULTING, INC. PO BOX 1097 Hays, Ks 67601 Attn: Jeff Younger Phone: 785-650-4706 Fax: 785-625-6515	Buyer: Ellis County PO Box 720 Hays, KS 67601 Attn: 785-621-4219 Email:
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Term: Start Date: 11/1/2015	End Date: 6-30-2016
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Delivery Point: Pipeline: Southern Star Central Gas Account Number(s):	LDC: Midwest Energy, Inc.
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Contract Price: The Base Contract Price for the Monthly Quantities described on Exhibit "A" shall be defined as a NYMEX, Index, or Fixed Price per MMBtu plus the Price Increment and any applicable pipeline charges.

* The Buyer has the right to convert the contracted price to a fixed price for any specific quantity based upon mutually agreeable, executable market pricing. Seller will provide a separate Exhibit "A" confirmation of any such agreement as an amendment to this Agreement. Consumption of gas by Buyer above or below the Monthly Quantity may invoke charges based upon the difference between the cost of gas stated above and the then current market cost of gas more fully detailed in Paragraph 18.0 of the GT&C.

Special Provisions: See Exhibit "A"

SECURE ENERGY CONSULTING, INC. _____ Seller's Signature Seller's Name: Jeff Younger Title: Partner Date:	Customer: Ellis County _____ Buyer's Signature Buyer's Name: Title: Date:
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This Natural Gas Sales Agreement is considered proprietary and confidential and is intended for use by the Buyer named herein only.

Secure Energy Consulting, INC.

Where the Customer Comes First
www.secureenergyllc.com

Jeff Younger
Shareholder

jyounger@secureenergyllc.com

P.O. Box: 1097
Hays, KS 67601

Cell: 785.650.4706
Fax: 785.625.6515

EXHIBIT "A"

Confirmation To Natural Gas Sales Agreement Dated:

10/15/2015

Buyer Name: Ellis County

Contract Price: The Base Contracted Price for the Monthly Quantity described below shall be defined as the first of the month index price for Southern Star Central Gas Pipeline as published in "Inside FERC's Market Report" plus the Price Increment of \$0.40 per MMBtu, plus applicable fuel, balancing and L & U charges. The Price Increment for volumes in excess of those stated below will be the average Gas Daily daily Midpoint price as reported in "Platts Gas Daily", Oklahoma, Southern Star", plus \$0.40 per MMBtu, plus fuel, balancing and L & U charges.

Term: November 1, 2015 to June 30, 2016 and year to year thereafter subject to a thirty (30) day written notice of cancellation by either party prior to the end of the Initial Term.

Facility Location: Hays, KS
Transporting Pipeline: Southern Star Central Gas LDC: Midwest Energy, Inc.

Monthly Quantity (in MMBtu's)									
January	100	July	1						
February	70	August	1						
March	50	September	1						
April	10	October	10						
May	1	November	50						
June	1	December	80						
Sum:	232		143						
Total Annual Contracted Volumes:				375 MMBtu's					

Special Provisions:

- (1) LDC charges are the sole responsibility of Buyer. If the transporting pipeline(s) or LDC are granted changes in their tariffs by the regulatory authorities, any additional tariff charges will be the responsibility of the Buyer.
- (2) Volumes delivered above or below the Monthly Quantities described hereinabove shall be subject to the provisions of paragraph 18.0 of the General Terms and Conditions.
- (3) The contracted price will be the roll-over price in the event a renewal contract is not executed.
- (4) Buyer has the right to modify monthly volumes given that such notice is provided to Seller by the 15th day of the month prior to said delivery.
- (5) #12 in the GTC the laws of the State of Kansas shall govern in interpretation and performance of this agreement. Venue for any action tried hereunder shall be in Ellis County, Kansas whether in federal or state court.

SECURE ENERGY CONSULTING, INC.

Customer: Ellis County

Seller's Signature

Buyer's Signature

Seller's Name: Jeff Younger
Title: Partner

Buyer's Name:
Title:

Date:

Date:

General Terms and Conditions

WHEREAS, Buyer desires to buy and Seller desires to sell natural gas, Buyer and Seller enter into the Agreement s set out below:

1. **Definition:** Unless otherwise stated, Monthly Index Price shall be based on "Inside FERC's Gas Market Report" or (2) in the Seller's cost of gas only in the event a price is not published for any month(s) during the term of the Agreement.
2. **Term:** Unless otherwise stated on the front of the Agreement, this Agreement shall renew automatically for a Term of (1) year and year-to-year thereafter unless terminated by either party by providing 30 day written notice prior to the end of the initial Term or any subsequent anniversary date.
3. **Quantity:** Seller agrees to sell to Buyer, and Buyer agrees to purchase the volume(s) of natural gas in MMBtu's as represented in the Agreement.
4. **Transportation:** Seller shall arrange for transportation to the delivery point and Buyer shall arrange for subsequent transportation from the delivery point.
5. **Imbalances:** Buyer and Seller shall use best efforts to avoid imbalances and imbalance penalties (if any). Should either Buyer or Seller receive an imbalance penalty charge from the transporting pipeline or LDC, Seller shall determine the validity of the charges. If the Buyer's failure to accept a quantity of gas equal to Seller's nomination, then Buyer shall pay for or reimburse Seller for such imbalance charges. If the Seller fails to deliver the quantity of gas equal to the Buyer's confirmed nomination then the cost is incurred shall be the liability of the Seller.
6. **Delivery and Price:** During the term of any period of daily balancing, operational flow order, or other like circumstance declared by any transporter for any transaction, Seller will use commercially reasonable efforts to secure additional quantities or sell excess quantities of gas requested by transporter, and all such additional or excess quantities purchased or sold by Buyer in excess or short of the Daily Contract Quantity, will be billed or credited to buyer as the first quantities through the meter that day at a cost equal to the prices of gas available to Seller at such time, as reasonably determined by Seller. Should Buyer have any fixed or basis price for any portion of the Monthly Quantities, those quantities shall be billed to Buyer as the first quantities through the meter for the month in which those quantities are delivered. To the extent that Buyer's gas consumption varies from the first-of-the-month nominations, Seller may invoke charges based upon the difference between the cost of gas at the first-of-the-month price and the cost of gas during the month during the month such variations occurs. Unless agreed otherwise, the intra-month price for all such additional or excess supply purchased or sold shall equal Seller's cost of gas using commercially reasonable efforts, plus or minus \$0.10 per MMBtu and all pipeline and LDC charges (if any).
7. **Billing and Payment:** Seller shall bill the Buyer on the earliest practicable date each month showing the quantity of gas billable for the previous month's bill period and sum due to Seller from Buyer. Buyer shall pay to Seller the sum shown by each billing, including sales, use, franchise and excise taxes and all other governmental impositions relative to the sale or consumption of natural gas, within ten (10) days from the billing date. Billing unpaid when due shall be subject to a late charge of Ten Dollars (\$10.00) plus interest at the rate of one and one half percent (1 ½%) per month or the maximum rate allowed by law, whichever is less.
8. **Credit Requirements:** Buyer shall make credit arrangements satisfactory to the Seller, which may include providing a deposit, prepayments, Letter of Credit, or other security as requested by Seller. Seller reserves the right to review such credit arrangements at any time before, or during the term of this contract. If Buyer fails to make credit arrangements satisfactory to Seller, Seller at sole discretion may terminate this contract and/or suspend deliveries hereunder upon five (5) business days prior to notice to Buyer.
9. **Event of Default:** In the event of Default by either party, the Defaulting Party or its guarantor hereby agrees that the other party shall have the right, at its sole election, to immediately withhold or suspend deliveries or payments upon written notice and/ or to terminate and liquidate the transactions under this Agreement in good faith and in a commercially responsible manner, and to assess and apply all costs of liquidation and early termination to the Defaulting Party, in addition to any and all other remedies available hereunder.
10. **Title & Possession:** Buyer shall take title, possession and control of the gas not later than at the Point of Delivery.
11. **Force Majeure:** An event of Force Majeure shall not excuse either party from liquidation damages related to the settlement of any Basis or Fixed Price related to quantities. Force Majeure means acts of God, strikes, lock outs, or other industrial disturbances including those involving or affecting parties producing or transporting gas for Seller.
12. **Laws and Regulation:** This Agreement, each of its provisions, and all supplements amendments or addenda to it are subject to all valid, applicable federal and state laws and to the orders, rules and regulations of any duly constituted regulatory body or authority, state or federal, having jurisdiction. The laws of the state of Colorado shall govern in interpretation and performance of this Agreement. Venue for any action tried hereunder shall be in Denver County, Colorado, whether in federal or state court.
13. **Transfer of Title:** This Agreement shall extend to and be binding upon the successor, assigns, heirs, personal representatives and representative in bankruptcy of the parties hereto. No sale, assignment, mortgage, change in ownership or any other transfer of title to any interest of either party shall be binding upon the other party until the first day of the calendar month next following the date upon which other party shall have been furnished written notice and with certified copies of such instruments properly evidencing such sale, assignment, mortgage, change in ownership or other transfer of title. Any such sale, assignment, change in ownership, etc. shall be subject at the outset to the credit requirements of this Agreement first written hereinabove as paragraph 8.
14. **Confidentiality:** The parties agree to keep the terms of this Agreement and of any transaction hereunder, including but not limited to, the Base Contract Price, the Monthly Quantity, and the Term, confidential, except as may be required to effectuate transportation of the gas or to meet the requirements of a state or federal regulatory agency having jurisdiction over the matter for which information is sought.
15. **Agreement & Confirmation:** In order to make timely transactions, any subsequent transactions in e-mail or a telephone conversation with the offer and acceptance constituting an agreement of the parties. The parties shall be legally bound from the time they agree to the transaction terms and may each rely thereon. Seller's confirmation will be deemed conclusive and will bind Buyer and Seller if not received by the end of the second business day following Buyer's receipt of the confirmation.
16. **Limitations:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLD AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.
17. **Disclaimer:** The Seller nor any of its employees or affiliates is acting as a Broker, Dealer or Commodity Trading Advisor, and no such person is registered as a Commodity Trading Advisor. Seller is not advising Buyer concerning the use of any registered futures contract or standardized instrument for future delivery on any exchange. Buyer acknowledges that all decisions related to energy transactions are authorized and executed based upon the Buyer's full knowledge and independent action and confirms that Buyer is an "eligible contract participant" as defined by the CEA.
18. **Pipeline Charges:** To the extent the Buyer exceeds the first-of-the-month nomination the excess price will include the incremental cost of transport, applicable fuel, L & U charges and balancing (if any).

TRANSPORTATION AFFIDAVIT

ELLIS County Emergency SERVICES, whose facilities are located at
(Customer)

Hays, Ks 67601, Account No. _____ desires to transport natural gas

through the facilities of Midwest Energy, Inc., ("Midwest") pursuant to applicable tariffs. This transportation affidavit

is effective November 1, 2015 Customer hereby authorizes Secure Energy Consulting, Inc. to:
(Marketer)

- > Forward to Midwest and required interstate pipelines our monthly nomination and any nomination revisions.
- > Receive Usage History and Credit Information or Payment Records from Midwest related to my account.
- > Coordinate the aggregation of my natural gas usage with that of other Midwest customers also served by Marketer for purposes of balancing.

Monthly Billing Option:

Customer elects the following monthly billing option (check only one):

Receive one monthly statement from Midwest, payable to Midwest, including the applicable charges of both Midwest for distribution services and the Marketer for natural gas supply. (Midwest's Budget Plan and Automatic Bank Draft options are available for both charges.)

(Default Option) Receive two monthly statements, one from Midwest, payable to Midwest for distribution services, and one from the Marketer, payable to the Marketer, for natural gas supply. (Midwest's Budget Plan and Automatic Bank Draft options are available for Midwest's charges only.)

Such authorizations will continue until a subsequent Transportation Affidavit is provided to Midwest or until Customer terminates transportation service. Customer and Marketer agree to indemnify and hold harmless Midwest from any damages that may be sought as a result of any action arising out of the performance of any contract between the Customer and Marketer or the use of Customer information provided to Marketer by Midwest.

Customer:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Phone: _____

Marketer:

Signature: _____

Print Name: Jeffrey A. Younger

Title: Shareholder

Date: _____

SECURE ENERGY CONSULTING, INC.

**NATURAL GAS SALES AGREEMENT
DATED May 17, 2014**

Seller: Secure Energy Consulting, Inc. P.O. Box 1097 Hays, Kansas 67601 Attn: Jeff Younger Phone: 785-650-4706	Buyer: Ellis County P.O. Box 720 Hays, Ks 67601 Att: Greg Sund Phone: 785-621-4219
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Term:	Start Date: 07/01/14	End Date: 06/30/16
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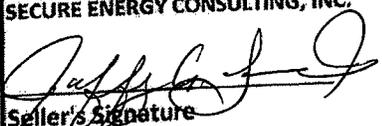
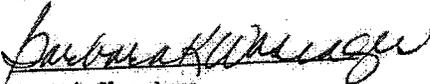
This Agreement shall continue for one year at the expiration of any initial term and any subsequent rollover term, subject to 30 days written notice of any cancellation by either party prior to the end of the initial term or any subsequent term.

Delivery Point: Hays, Kansas	LDC: MWE - M System
Pipeline: Southern Star Central Gas	
Account Number(s): 20039329, 10153195, 10350023, 10350031, 10149748	

Contract Price: The Base Contract Price for the Monthly Quantities described on Exhibit "A" shall be defined as a NYMEX, Index, or Fixed Price per MMBtu plus the Price Increment and any applicable pipeline charges.

* The Buyer has the right to convert the contracted price to a fixed price for any specific quantity based upon mutually agreeable, executable market pricing. Seller will provide a separate Exhibit "A" confirmation of any such agreement as an amendment to this Agreement. Consumption of gas by Buyer above or below the Monthly Quantity may invoke charges based upon the difference between the cost of gas stated above and the then current market cost of gas more fully detailed in Paragraph 18.0 of the GT&C.

Special Provisions: See Exhibit "A"

SECURE ENERGY CONSULTING, INC.  Seller's Signature	Customer: Ellis County  Buyer's Signature
Seller's Name: Jeffrey A Younger Title: Shareholder	Buyer's Name: Barbara K. Wasinger Title: Chair, Ellis County Commission
Date: 6-3-14	Date: 28 May 2014

This Natural Gas Sales Agreement is considered proprietary and confidential and is intended for use by the Buyer named herein only.

EXHIBIT "A"

Confirmation to Natural Gas Sales Agreement Dated May 1, 2014

Confirmation Date: 5/17/2014

Buyer Name: Ellis County

Contract Price: The Base Contracted Price for the Monthly Quantity described below shall be defined as the first of the month index price for *Southern Star Central Gas Pipeline* as published in "Inside FERC's Gas Market Report" plus the Price Increment of \$0.40 per MMBtu plus applicable fuel, balancing and L & U charges. The Price increment for volumes in excess of those stated below be the average Gas Daily daily Midpoint as reported in *Platts Gas Daily*, "Southern Star", plus \$0.40 per MMBtu plus applicable fuel, balancing and L & U charges.

Term: July 1, 2014 to June 30, 2016 and year to year thereafter subject to a thirty (30) day written notice of cancellation by either party prior to the end of the initial Term.

Facility Location: Hays, Ks

Transporting Pipeline: Southern Star Central Gas (MWE- M system)

Monthly Quantity (in MMBtu's)							
Acct #	10149748	(County Shop)		Acct #	10350031	(105 W 12th)	
January	220	July	1	January	140	July	10
February	200	August	1	February	130	August	10
March	150	September	1	March	100	September	10
April	40	October	40	April	20	October	10
May	5	November	110	May	10	November	50
June	1	December	220	June	10	December	130
Totals	989			Totals	630		
Acct #	10350023	1204 Fort		Acct #	10153195	(Schenk Bldg.)	
January	160	July	1	January	110	July	5
February	130	August	1	February	100	August	5
March	110	September	1	March	80	September	5
April	50	October	5	April	50	October	20
May	1	November	80	May	5	November	60
June	1	December	140	June	5	December	100
Totals	680			Totals	545		

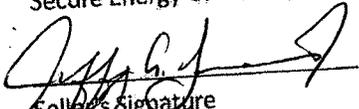
Acct #	20039329	718 Main					
January	100	July	1				
February	90	August	1				
March	80	September	1				
April	40	October	1				
May	5	November	50				
June	1	December	100				
Totals	470						

Total Yearly Contracted Volume: 3314

Special Provisions:

- (1) LDC charges are the sole responsibility of Buyer. If the transporting pipeline(s) or LDC are granted charges in their tariffs by the regulatory authorities, any additional tariff charges will be the responsibility of the buyer.
- (2) Volumes delivered above or below the Monthly Quantities described hereinabove shall be subject to the provisions of paragraph 18.0 of the General Terms and Conditions.
- (3) The contracted price will be the roll-over price in the event a renewal contract is not executed.
- (4) Buyer has the right to modify monthly volumes given that such notice is provided to Seller by the 15th day of the month prior to said delivery.
- (5) #12 in the GTC the laws of the State of Kansas shall govern in interpretation and performance of this agreement. Venue for any action tried hereunder shall be in Ellis County Kansas whether in federal or state court.

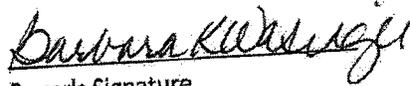
Secure Energy Consulting, Inc.


Seller's Signature

Seller's Name: Jeffrey A. Younger
Title: Shareholder

Date: 6-3-14

Customer: Ellis County


Buyer's Signature

Buyer's Name: Barbara K. Wasinger
Title: Chair, Ellis County Commission

Date: 28 May 2014

General Terms and Conditions

WHEREAS, Buyer desires to buy and Seller desires to sell natural gas, Buyer and Seller enter into the Agreement set out below:

1. **Definition:** Unless otherwise stated, Monthly Index Price shall be based on "inside FERC's Gas Market Report" or (2) in the Seller's cost of gas only in the event a price is not published for any month(s) during the term of the Agreement.
2. **Term:** Unless otherwise stated on the front of the Agreement, this Agreement shall renew automatically for a Term of (1) year and year-to-year thereafter unless terminated by either party by providing 30 day written notice prior to the end of the initial Term or any subsequent anniversary date.
3. **Quantity:** Seller agrees to sell to Buyer, and Buyer agrees to purchase the volume(s) of natural gas in MMBtu's as represented in the Agreement.
4. **Transportation:** Seller shall arrange for transportation to the delivery point and Buyer shall arrange for subsequent transportation from the delivery point.
5. **Imbalances:** Buyer and Seller shall use best efforts to avoid imbalances and imbalance penalties (if any). Should either Buyer or Seller receive an imbalance penalty charge from the transporting pipeline or LDC, Seller shall determine the validity of the charges. If the Buyer's failure to accept a quantity of gas equal to Seller's nomination, then Buyer shall pay for or reimburse Seller for such imbalance charges. If the Seller fails to deliver the quantity of gas equal to the Buyer's confirmed nomination then the cost is incurred shall be the liability of the Seller.
6. **Delivery and Price:** During the term of any period of daily balancing, operational flow order, or other like circumstance declared by any transporter for any transaction, Seller will use commercially reasonable efforts to secure additional quantities or sell excess quantities of gas requested by transporter, and all such additional or excess quantities purchased or sold by Buyer in excess or short of the Daily Contract Quantity, will be billed or credited to buyer as the first quantities through the meter that day at a cost equal to the prices of gas available to Seller at such time, as reasonably determined by Seller. Should Buyer have any fixed or basis price for any portion of the Monthly Quantities, those quantities shall be billed to Buyer as the first quantities through the meter for the month in which those quantities are delivered. To the extent that Buyer's gas consumption varies from the first-of-the-month nominations, Seller may invoke charges based upon the difference between the cost of gas at the first-of-the-month price and the cost of gas during the month during the month such variations occurs. Unless agreed otherwise, the intra-month price for all such additional or excess supply purchased or sold shall equal Seller's cost of gas using commercially reasonable efforts, plus or minus \$0.10 per MMBtu and all pipeline and LDC charges (if any).
7. **Billing and Payment:** Seller shall bill the Buyer on the earliest practicable date each month showing the quantity of gas billable for the previous month's bill period and sum due to Seller from Buyer. Buyer shall pay to Seller the sum shown by each billing, including sales, use, franchise and excise taxes and all other governmental impositions relative to the sale or consumption of natural gas, within ten (10) days from the billing date. Billing unpaid when due shall be subject to a late charge of Ten Dollars (\$10.00) plus interest at the rate of one and one half percent (1 1/2%) per month or the maximum rate allowed by law, whichever is less.
8. **Credit Requirements:** Buyer shall make credit arrangements satisfactory to the Seller, which may include providing a deposit, prepayments, Letter of Credit, or other security as requested by Seller. Seller reserves the right to review such credit arrangements at any time before, or during the term of this contract. If Buyer fails to make credit arrangements satisfactory to Seller, Seller at sole discretion may terminate this contract and/or suspend deliveries hereunder upon five (5) business days prior to notice to Buyer.
9. **Event of Default:** In the event of Default by either party, the Defaulting Party or its guarantor hereby agrees that the other party shall have the right, at its sole election, to immediately withhold or suspend deliveries or payments upon written notice and/ or to terminate and liquidate the transactions under this Agreement in good faith and in a commercially responsible manner, and to assess and apply all costs of liquidation and early termination to the Defaulting Party, in addition to any and all other remedies available hereunder.
10. **Title & Possession:** Buyer shall take title, possession and control of the gas not later than at the Point of Delivery.
11. **Force Majeure:** An event of Force Majeure shall not excuse either party from liquidation damages related to the settlement of any Basis or Fixed Price related to quantities, Force Majeure means acts of God, strikes, lock outs, or other industrial disturbances including those involving or affecting parties producing or transporting gas for Seller.
12. **Laws and Regulation:** This Agreement, each of its provisions, and all supplements amendments or addenda to it are subject to all valid, applicable federal and state laws and to the orders, rules and regulations of any duly constituted regulatory body or authority, state or federal, having jurisdiction. The laws of the state of Colorado shall govern in interpretation and performance of this Agreement. Venue for any action tried hereunder shall be in Denver County, Colorado, whether in federal or state court.
13. **Transfer of Title:** This Agreement shall extend to and be binding upon the successor, assigns, heirs, personal representatives and representative in bankruptcy of the parties hereto. No sale, assignment, mortgage, change in ownership or any other transfer of title to any interest of either party shall be binding upon the other party until the first day of the calendar month next following the date upon which other party shall have been furnished written notice and with certified copies of such instruments properly evidencing such sale, assignment, mortgage, change in ownership or other transfer of title. Any such sale, assignment, change in ownership, etc. shall be subject at the outset to the credit requirements of this Agreement first written hereinabove as paragraph 8.
14. **Confidentiality:** The parties agree to keep the terms of this Agreement and of any transaction hereunder, including but not limited to, the Base Contract Price, the Monthly Quantity, and the Term, confidential, except as may be required to effectuate transportation of the gas or to meet the requirements of a state or federal regulatory agency having jurisdiction over the matter for which information is sought.
15. **Agreement & Confirmation:** In order to make timely transactions, any subsequent transactions in e-mail or a telephone conversation with the offer and acceptance constituting an agreement of the parties. The parties shall be legally bound from the time they agree to the transaction terms and may each rely thereon. Seller's confirmation will be deemed conclusive and will bind Buyer and Seller if not received by the end of the second business day following Buyer's receipt of the confirmation.
16. **Limitations:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.
17. **Disclaimer:** The Seller nor any of its employees or affiliates is acting as a Broker, Dealer or Commodity Trading Advisor, and no such person is registered as a Commodity Trading Advisor. Seller is not advising Buyer concerning the use of any registered futures contract or standardized instrument for future delivery on any exchange. Buyer acknowledges that all decisions related to energy transactions are authorized and executed based upon the Buyer's full knowledge and independent action and confirms that Buyer is an "eligible contract participant" as defined by the CEA.
18. **Pipeline Charges:** To the extent the Buyer exceeds the first-of-the-month nomination the excess price will include the incremental cost of transport, applicable fuel, L & U charges and balancing (if any).


Buyer's Initials

TRANSPORTATION AFFIDAVIT

Ellis County, whose facilities are located at _____
(Customer)

Hays, Kansas, Account No. 20039329, 10153195, 10350023, 10350031, 10149748 desires to transport natural gas

through the facilities of Midwest Energy, Inc., ("Midwest") pursuant to applicable tariffs. This transportation affidavit

is effective July 1, 2014 Customer hereby authorizes Secure Energy Consulting, Inc. to:
(Marketer)

- Forward to Midwest and required interstate pipelines our monthly nomination and any nomination revisions.
- Receive **Usage History** and **Credit Information or Payment Records** from Midwest related to my account.
- Coordinate the aggregation of my natural gas usage with that of other Midwest customers also served by Marketer for purposes of balancing.

Monthly Billing Option:

Customer elects the following monthly billing option (check only one):

Receive one monthly statement from Midwest, payable to Midwest, including the applicable charges of both Midwest for distribution services and the Marketer for natural gas supply. (Midwest's Budget Plan and Automatic Bank Draft options are available for both charges.)

(Default Option) Receive two monthly statements, one from Midwest, payable to Midwest for distribution services, and one from the Marketer, payable to the Marketer, for natural gas supply. (Midwest's Budget Plan and Automatic Bank Draft options are available for Midwest's charges only.)

Such authorizations will continue until a subsequent Transportation Affidavit is provided to Midwest or until Customer terminates transportation service. Customer and Marketer agree to indemnify and hold harmless Midwest from any damages that may be sought as a result of any action arising out of the performance of any contract between the Customer and Marketer or the use of Customer information provided to Marketer by Midwest.

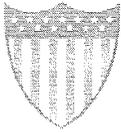
Customer:

Signature: Barbara Kwasinger
Print Name: Barbara Kwasinger
Title: Chair, Ellis County Commission
Date: 28 May 2014
Phone: 785-628-9410

Marketer:

Signature: Jeffrey A. Younger
Print Name: Jeffrey A. Younger
Title: Shareholder
Date: 6-3-14

Return Affidavit to: Midwest Energy, Inc.
Attn: Energy Management & Supply
Email: etm@mwenergy.com
Fax: 785-625-1487
06/01/2013



ELLIS COUNTY HEALTH DEPARTMENT
 Phone: 785-628-9440 Fax: 785-628-0804
 E-MAIL: butch@elliscountys.net
 601 Main Street
Hays, Kansas 67601



**Monthly Report Narrative
 Sept 2015**

In addition to the various services listed on the Health Department's Report for the month of September department administration and staff also accommodated the following:

Epidemiology:

Administration and nursing staff investigated 11 cases of reportable diseases as assigned by the Kansas Department of Health and Environment. These cases included:

- E Coli 1 cases
- Salmonella 2 cases
- Brucellosis 2 cases
- Hepatitis C 3 case
- Pertussis (whooping Cough) 1 case
- Varicella (Chicken Pox) 2 case

KDHE:

Sept. 22 – Department administrator participated in a KDHE public health statewide conference call.

Sept. 29 – Department administrator participated in a KDHE webinar regarding surveillance.

Meetings:

Sept. 1 – Department staff attended a public health biller's meeting in Salina, Ks.

Sept. 4 – Health department staff meeting regarding public health and local issues.

Department Head Meeting:

Department Administrator attended all weekly department head meetings scheduled by the Board Chairwoman.

Clinics:

Community blood pressure clinics during September were conducted at:

- | | |
|----------------|---------------------|
| Wyndam Place | Hays Plaza |
| Hays Meal Site | Centennial Towers |
| Epworth Towers | Ellis County Office |

Community flu shots clinics during September were conducted at the following sites:

Nex Tech	Epworth Towers	Hays Plaza
Wyndam Place	Centennial Towers	Lang Diesel
Carrico Implement	Ellis County Public Wrks	Ellis County Administrative Center
City of Ellis	City of Victoria	Hays USD 489
Ellis USD 388	Wheelchairs of Ks. – Hays	Good Samaritan Center – Hays
Wheelchairs of Kansas - Ellis		

Other:

Department employees utilized 115 hours of benefit time in September.

Respectfully Submitted
Butch Schlyer, Health Administrator

Ellis County Health Department

601 Main Street, Suite B, Hays, Kansas 67601
 Phone: (785) 628-9440 Fax (785) 628-0804

Date: October 13, 2015

To: Ellis County Commissioners, 1204 Fort Street, Hays, Ks. 67601
 Katrina Hess, MD. 1923 E. 22nd Street, Hays, Ks. 67601

From: Robert "Butch" Schlyer, R.N. Ellis County Health Administrator

Subject: Monthly Health Department Report SEPT-15

Services	Services		Revenue Received		Prior Year - 2014	
	Month/Yr to date	Month/Year to Date	Month/Year to Date	Services	Revenue	Revenue
Allergy Injections	69	596	727.00	659	6,765.00	19,898.00
Basic Health Service Grant			14,938.00			
Blood Pressure Screens	36	280		441		
Bob's Boxes	73	480		931		
Client Credit					72.00	
County Wellness Profiles	4	71	322.00	109	133.00	
County Wellness PSA's		34	72.00	70		
CYSHCN Grant			897.13		3,423.96	
Dental Screenings						
Drug Screens/Spec. Collections	4	28	50.00	51	920.00	
Ear Exam		2	10.00	4	15.00	
Epidemiology Cs Mangement		1				
Epidemiology Surveillance	11	62		75		
Glucose Screening					8.00	
Head Lice Screening		2	20.00	4	40.00	
Hearing/Auditory Screening	1	1	5.00	1	5.00	
Hemoglobin Screening	9	35	10.54	45	141.28	
Height/Weight Screen		4		11		
Immunizations - Routine	55	582	15,432.76	750	70,726.24	
Immunizations - Hepatitis A	5	76	637.17	88	6,222.65	
Immunizations - Hepatitis B	7	143	481.20	170	9,314.68	
Immunizations - Meningococcal	4	45	1,249.23	59	7,824.45	
Injections - Miscellaneous	15	144	180.00	192	2,573.60	

Dept Clients Served	1307	5,945	8844
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Budget Summary

Budget for year 2015 - \$573,058.00

Percentage of year gone - 75.0%

<u>Category</u>	<u>Year-to-Date</u>	<u>% Used</u>
Personnel Services	295,830.00	71.09%
Contractual Services	15,863.00	45.36%
Commodities	92,112.00	75.53%
Capital Outlay	0.00	0.00%
2015 Budget YTD Expenditures	403,805.00	70.46%
2015 Budget YTD Revenues	195,231.00	69.78%

RESOLUTION OF THE BOARD OF ELLIS COUNTY COMMISSIONERS

WHEREAS, the Board of County Commissioners of Ellis County, Kansas, is authorized by K.S.A. 19-101(a) to perform powers of local legislation, and

WHEREAS, the Board of County Commissioners of Ellis County, Kansas, pursuant to K.S.A. 19-212 has the power to make such orders concerning the property belonging to the County as they may deem expedient including the establishment of regulations by resolution as to the use of such property and to prescribe penalties for violations thereof, and

WHEREAS, K.S.A. 21-6112 prohibits smoking in public places, including public buildings and all access points of all buildings and facilities.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ELLIS COUNTY, KANSAS, that:

The use of an electronic smoking device shall be prohibited in all public places where smoking is prohibited, including but not limited to any enclosed area, court room, public building and all access points of such buildings and facilities as defined by K.S.A. 21-6109(n).

BE IT FURTHER RESOLVED, that Electronic Smoking Device means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

BE IT FURTHER RESOLVED that any person violating this electronic smoking device prohibition may be charged with unclassified misdemeanor, and if convicted fined up to Five Hundred Dollars (\$500) per violation.

BE IT FURTHER RESOLVED that this resolution will become effective upon publication in the official County newspaper.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS, ELLIS COUNTY, KANSAS, this 19th day of October, 2015.

BOARD OF COUNTY COMMISSIONERS OF ELLIS
COUNTY, KANSAS

Martha L. McClelland, Chair

Dean F. Haselhorst

Barbara K. Wasinger

Attest:

Donna J. Maskus, County Clerk