

MINUTES FOR MARCH 25th, 2013
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Chairman Richard Hilderbrand called the regular session of the Cherokee County Board of Commissioners to order and led all in attendance in the Pledge of Allegiance at 9:00 AM on Monday, March 25th, 2013 in the Commission Room, #109 of the Cherokee County Courthouse. Commissioners Pat Collins, Charles Napier, and Richard Hilderbrand were in attendance.

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

Visitors: Gerald Messer

A motion was made by Commissioner Collins to pass the Minutes of the March 18th, 2013 Commission Meeting as written. It was second by Commissioner Napier and the motion carried 3-0 with all voting yes.

Leonard Vanatta - County Engineer

Gene Langerot - County Lot Supervisor

Commissioner Hilderbrand asked that they inspect the culvert at 70th & Varck Rd.

Commissioner Napier asked for ½ load of rock to be delivered to the southeast corner of the Roseland Community Center. The city will spread it later.

The county will begin clearing on the O'Brien property next to the lot after they close on the sale on April 1st.

A motion was made by Commissioner Collins to approve Payroll for the month of March, 2013. It was second by Commissioner Napier and the motion carried 3-0 with all voting yes.

Jason Allison - Emergency Preparedness Director

Jason informed the Board that his vehicle that has 140,000 miles on it has motor problems. He will check into options for repair or replacement and get back with them later.

A motion was made by Commissioner Napier to approve Accounts Payables for the month of March, 2013. It was second by Commissioner Collins and the motion carried 3-0 with all voting yes.

Raymond Griffitt - Citizen

Raymond spoke with the Board concerning his land dispute. The Board took no action.

RH

Chip Herrenbruck - Citizen

Chip came to introduce himself to the Board and to follow up on his application for Noxious Weeds Supervisor. The Board took no action.

Commissioner Collins made a motion for a ten minute recess. It was second by Commissioner Napier and the motion carried 3-0 with all voting yes at 10:20 AM.

The meeting reconvened at 10:30 AM.

Commissioner Hilderbrand made a motion to amend the agenda for Ron Costlow and the Ambulance District # 3 from 10:45 AM to 10:35 AM. It was second by Commissioner Collins and the motion carried 3-0 with all voting yes.

Ron Costlow - Director, Ambulance District #3.

Ron came before the Board as instructed to provide estimates for the purchase of a new ambulance. He provided two bids, but would recommend the International due to a history of maintenance problems with the other model. The bid was \$160,840 for a 2013/2014 International Terra Star Ambulance. It would take 70 days to build, after the order is placed. Ron offered that District #3 would be willing to pay \$35,000 back to the county for the purchase. That would leave the county funding \$125,840 toward the purchase. He reminded the Board that their grant last year was denied, while District #1 and #2 was approved which allowed them to purchase two ambulances and equipment.

Commissioner Hilderbrand inquired about the plans for funding future purchases. After discussion, Commissioner Hilderbrand made a motion to fund the \$125,840 and as a condition, to appoint Commissioner Collins as a member of a "task force" comprised of Ambulance Directors/Boards and Emergency Preparedness Officials to work on a plan for funding future purchases, and to report back to the Board on April 22nd, 2013. It was second by Commissioner Napier and the motion carried 3-0 with all voting yes.

Dave Malone - Municipal Bonds

Dave appeared before the Board at their request to discuss the possibility of refinancing the Jail Bonds to reduce interest rates in hopes of reducing the payoff period. After discussion with the Board, it was agreed that the Board would review his information and have him return on April 8th, 2013 at 1:00 PM.

Chris Cariker - Executive Vice President, KAMO Electric Cooperative, Inc.

Kevin Cure - Cherokee County Counselor

Mr. Cariker presented a letter of appreciation and an Agreement for Payment in Lieu of Taxes (PILOT) from KAMO to the Board for their review and approval.

Commissioner Hilderbrand made a motion to accept the agreement. It was second by Commissioner Collins and the motion carried 3-0 with all voting yes. The agreement will pay Cherokee County 10 annual payments with the first payment anticipated on December 15th, 2014 in the amount \$184,865.

The Board signed six copies of the Agreement, three of which were retained by Mr. Cariker and three by Cherokee County.

The Board review a letter presented by Mr. Cure, to Governor Brownback concerning their position of opposition to the Oswego Airport expansion.

Commissioner Napier made a motion to sign and mail the letter to Governor Brownback. It was second by Commissioner Collins and the motion carried 3-0 with all voting yes.

Kevin presented a Resolution to establish a County Economic Development Planning Commission to the Board for their consideration.

Commissioner Collins made a motion to pass Resolution 07-2013 creating an Economic Development Planning Commission for Cherokee County, Kansas. It was second by Commissioner Hilderbrand and the motion carried 3-0 with all voting yes.

Kevin reported that the IRS is conducting a random, routine audit of the Jail Bonds. Most of the response preparation has been completed, but a rebate calculation needs to be done by a CPA, at an estimated cost of \$2,500 - \$3,500 for each of the two that are needed. He asked the board for approval to hire a CPA at a cost not to exceed \$7,500.

Commissioner Collins made a motion to allow Mr. Cure to hire a CPA to complete a rebate calculation for the audit of the Jail Bonds by the IRS. It was second by Commissioner Napier and the motion carried 3-0 with all voting yes.

Kevin reported that the Lola Township Fire District Resolution will be ready for the April 1st meeting.

Commissioner Hilderbrand made a motion for an Executive Session for the purpose of Non/Elected personnel to discuss the vacant Noxious Weed Supervisor position, with Mr. Cure present, for a period of 15 minutes. It was second by Commissioner Collins and the motion carried 3-0 at 12:20 PM.

The meeting reconvened at 12:35 PM, with no action taken from the Executive Session

Commissioner Hilderbrand made a motion to enter into a contract with Crawford County to provide Noxious Weed Services. The motion died for lack of a second.

Commissioner Collins made a motion to re-hire Cecil Brown as Noxious Weed Supervisor. It was second by Commissioner Napier and the motion carried 2-1 with Commissioner Hilderbrand voting no.

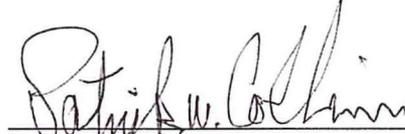
Commissioner Hilderbrand made a motion to adjourn until the next regularly scheduled meeting set for April 1st, 2013. It was second by Commissioner Napier and the motion carried 3-0 with all voting yes at 12:45 PM.

ATTEST:

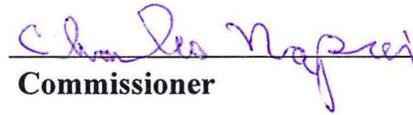
Resolved and ordered this 1st day of April, 2013



Cherokee County Clerk



Commissioner



Commissioner



Commissioner

**Board of County Commissioners of
Cherokee County, Kansas
110 W. Maple, Columbus, Kansas 66725
Phone: (620) 429-3256
FAX: (620) 429-1591**

March 25, 2013

**Office of the Governor
Governor Sam Brownback
Capitol, 300 SW 10th Avenue, St. 241S
Topeka, Kansas 66612-1590**

Re: Oswego airport expansion

Dear Governor Brownback:

The city of Oswego, Kansas, lies in Labette County, Kansas, and owns an airport in rural Cherokee County, Kansas, where the airport does not otherwise adjoin Oswego. Recently, city officials indicated that the city of Oswego will be expanding its airport within Cherokee County, Kansas, and will exercise eminent domain, if necessary. A significant number of our Cherokee County citizens who reside near or who adjoin the airport are opposed to any such expansion as it is unnecessary in their opinion. These citizens have expressed safety concerns regarding fuel storage tanks. Lastly, they are concerned about the loss of land that is vital to agricultural operations.

We ask your thoughtful consideration to examine any legislative or licensure measures that might be taken to prohibit this action by Oswego, and if any exist,

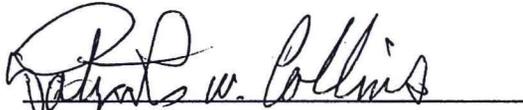
Page 2

Letter to Governor Sam Brownback

March 25, 2013

Re: Oswego airport expansion

that you grant consideration to our request. Thank you for your consideration.



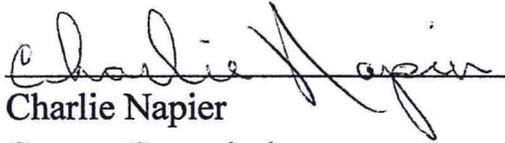
Patrick W. Collins

County Commissioner



Richard J. Hilderbrand

County Commissioner



Charlie Napier

County Commissioner

Encl: letter of 3/19/13 to Bret A. Middleswart

(Published in the official county newspaper on the 27th day of March, 2013)

RESOLUTION NO. 7 - 2013

A RESOLUTION CREATING AN ECONOMIC DEVELOPMENT
PLANNING COMMISSION.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
CHEROKEE COUNTY, KANSAS:

WHEREAS, the Board of County Commissioners of Cherokee County, Kansas, (hereinafter referred to as "Board") has the authority under K.S.A. § 19-4104, K.S.A. § 19- 101a and K.S.A. § 19- 212, to create an Economic Development Advisory Committee to meet, explore and create solutions for economic development throughout Cherokee County, Kansas. This committee may be utilized to conduct studies and prepare comprehensive plans for the county's future economic growth and development; to inventory the services, facilities and resources of the entire county; to promote, stimulate and encourage the growth and development of agriculture, commerce and industry of the county as a whole, in order to achieve maximum utilization of the county's human, economic, and natural resources and tourist attractions; and to otherwise promote the general economic welfare and prosperity of the area, and;

WHEREAS, the Board finds the creation of such an Economic Development Advisory Committee to accomplish such purposes is warranted, and;

WHEREAS, the Board of County Commissioners of Cherokee County, Kansas, meeting in regular session, this 25th day of March, 2013, does hereby resolve as follows:

Section 1. Economic Development Advisory Committee Created. There is hereby created an Economic Development Advisory Committee for Cherokee County, Kansas, which shall consist of nine members. One member shall be a resident from each of the following cities in Cherokee County, Kansas: Weir, Scammon, Columbus, Baxter Springs and Galena (positions #1 through #5 designated below). Three members shall residents of Cherokee County, Kansas, one to be appointed from each county commissioner district with such members not being residents of the aforestated cities (positions #6 through #8 designated

below). One member shall be a county commissioner of Cherokee County, Kansas (position #9 designated below).

Section 2. Membership; Appointment; Removal. The members of the Economic Development Advisory Committee shall be appointed by the Board. The members of the Economic Development Advisory Committee shall be appointed to serve for two year terms that expire on the 31st day of January of every odd-numbered year. Vacancies shall be filled by appointment for the unexpired term only. The Board may remove any member of the Economic Development Advisory Committee at any time. Members of the Economic Development Advisory Committee shall serve without compensation.

The following position numbers are designated for the membership of the Economic Development Advisory Committee with the residential requirement of such position stated immediately following the position number. Any appointments shall designate the position number being filled.

Position #1- Weir

Position #2- Scammon

Position #3- Columbus

Position #4- Baxter Springs

Position #5- Galena

Position #6- Commissioner District #1

Position #7- Commissioner District #2

Position #8- Commissioner District #3

Position #9- Cherokee County, Kansas (appointee must be a county commissioner)

Section 3. Meetings. The members of the Economic Development Advisory Committee shall meet at least annually. They shall select one of their number as chairperson and one as vice chairperson who shall serve one year and until their successor has been selected. The Economic Development Advisory Committee shall annually appoint a secretary who may be an officer or employee of the county. Special meetings may be called at any time by the chairperson, or in his or her absence, by the vice chairperson. A majority of the Economic Development Advisory Committee shall constitute a quorum for the transaction of business. The Economic Development Advisory Committee shall cause a proper record to be kept of its proceedings.

Section 4. Powers and Duties. The economic development planning commission shall have all the powers and duties set forth above, and such other

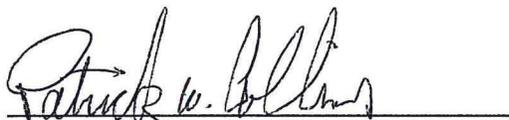
powers and duties as are now or may hereafter be prescribed by law. However, all expenditures shall be subject to approval and any budgeting therefore by the Board.

Section 5. **Budget.** The Board may approve a budget for the Economic Development Advisory Committee and make such allowances to the committee as it deems proper, including funds for the employment of such employees or consultants as the Board may authorize and provide, and shall add the same to the general budget. Prior to the time that moneys are available under the budget, the Board may appropriate moneys for such purposes from the general fund. The Board may enter into such contracts as it deems necessary and may receive and expend funds and moneys from the state or federal government or from any other resource for such purposes.

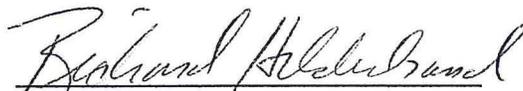
Section 6. **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this resolution, or the application thereof to any circumstances, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this resolution.

Section 7. **Effective Date.** This resolution shall take effect and be in full force from and after its passage and publication once in the official county newspaper.

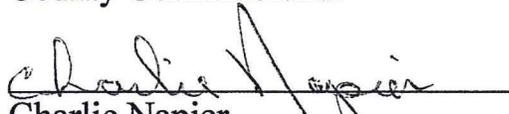
Adopted this 25th day of March, 2013, by the BOARD OF COMMISSIONERS OF CHEROKEE COUNTY, KANSAS.



Patrick W. Collins
County Commissioner



Richard J. Hilderbrand
County Commissioner



Charlie Napier
County Commissioner

ATTEST.



Rodney Edmondson
County Clerk of Cherokee County,

Kansas
Resolution No. _____ - 2013

Prepared by:
Kevin Cure, Attorney

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

This Payment In Lieu of Taxes Agreement (“Agreement”) is made by and between KAMO Electric Cooperative, Inc. (“KAMO”), an Oklahoma corporation located at 500 S. KAMO Drive, Vinita, Oklahoma, 74301, and Cherokee County, Kansas (“County”), a governmental entity in the State of Kansas, collectively referred to as the “Parties” to the Agreement.

Recitals

WHEREAS, KAMO Electric Cooperative, Inc. (KAMO) is constructing a new 345 kV transmission line through the southeast corner of Kansas as approved by the Kansas Corporation Commission on August 12, 2008.

WHEREAS, KAMO did not elect to place the transmission line in Kansas so as to qualify for the tax exemption of K.S.A. 79-259.

WHEREAS, the siting of the line was based upon a determination by KAMO and the regulatory authorities involved that, considering environmental, technical, and economic efficiencies and issues, the most optimum location for the line was through Cherokee County.

AND WHEREAS, KAMO fully intends to remit to Cherokee County a payment in lieu of taxes (PILOT) in an amount calculated to represent as nearly as possible the payment Cherokee County would receive absent the exemption in K.S.A. 79-259.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, THE PARTIES AGREE AS FOLLOWS:

- A. Each of the Parties has the authority to enter into this Agreement.
- B. As long as the exemption of K.S.A. 79-259 is still in effect and applicable to the new KAMO transmission line, KAMO will make a PILOT in the following manner:
 - 1. Payment will be made annually, beginning when the transmission line becomes commercial. The payment date will be December 15 of each such year based on the value determined as of January 1 of the same year pursuant to paragraph 2, below. The in-service date for the line was January 28, 2013, so the first payment is anticipated to occur on December 15, 2014.
 - 2. The amount of the payment will be calculated each year using KAMO’s final unit value as allocated to Kansas as determined by the Kansas Department of Revenue, Property Valuation Division, or any amendments

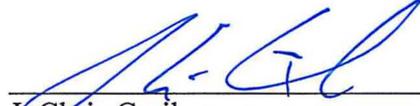
thereto. The County will provide KAMO with the rural average mill levy for the County. KAMO will share with the County any supporting information and documentation requested by the County to confirm the calculation. Using KAMO's present estimate for the value of investment in Kansas of \$19.9 million, the estimated initial annual payment to Cherokee County would be \$184,865. A copy of the estimate demonstrating how the PILOT is calculated is attached to this Agreement as **Exhibit 1** and incorporated herein by reference. All PILOTs will be calculated in the manner shown in **Exhibit 1**.

3. The annual payment will be made to the Cherokee County Treasurer, to be used as Cherokee County deems appropriate.
 4. If at any time the exemption of K.S.A. 79-259 is revoked by the Kansas legislature, or at the end of the ten (10) year exemption under the statute for the KAMO line, this Agreement will expire and the PILOT provided for herein will cease. Thereafter, KAMO will begin making its tax liability payments in accordance with the applicable taxation laws of the State of Kansas.
 5. The amount of an annual payment due under the PILOT agreement shall be reduced by the amount of the tax imposed during the term of this agreement related to any payment for:
 - (a) real or personal property tax due with respect to property located in Kansas, owned by KAMO and associated with the operation of the transmission line;
 - (b) any amount of Kansas sales or use tax due with respect to (i) property purchased for use in either the construction or enlargement of the line or (ii) any purchase of machinery and/or equipment used as an integral or essential part of the operations of the line;
 - (c) any Kansas state or local tax (other than Kansas income tax, the Kansas franchise Tax or the Kansas sales and use tax) that is imposed on the income, operations or property of KAMO related to the line;
 - (d) any property tax due as a result of the repeal or amendment of Kansas statutes (or related regulations) during the term of the PILOT agreement that reduce the amount of the property tax exemption available to KAMO at the time the PILOT agreement is executed.
- C. This Agreement shall benefit and bind the Parties' respective successors and assigns.

D. This Agreement shall be governed by and interpreted according to the laws of the State of Kansas.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the 25 day of March, 2013.

KAMO Electric Cooperative, Inc.

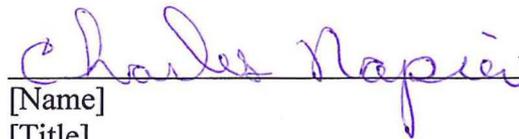


J. Chris Cariker
Executive Vice President and CEO

Cherokee County, Kansas



[Name]
[Title]



[Name]
[Title]



[Name]
[Title]

ATTEST:


[Cherokee County Clerk]

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WHEREAS, the siting of the line was based upon a determination by KAMO and the regulatory authorities involved that, considering environmental, technical, and economic efficiencies and issues, the most optimum location for the line was through Cherokee County.

AND WHEREAS, KAMO fully intends to remit to Cherokee County a payment in lieu of taxes (PILOT) in an amount calculated to represent as nearly as possible the payment Cherokee County would receive absent the exemption in K.S.A. 79-259.

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thereto. The County will provide KAMO with the rural average mill levy for the County. KAMO will share with the County any supporting information and documentation requested by the County to confirm the calculation. Using KAMO's present estimate for the value of investment in Kansas of \$19.9 million, the estimated initial annual payment to Cherokee County would be \$184,865. A copy of the estimate demonstrating how the PILOT is calculated is attached to this Agreement as **Exhibit 1** and incorporated herein by reference. All PILOTs will be calculated in the manner shown in **Exhibit 1**.

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 4. If at any time the exemption of K.S.A. 79-259 is revoked by the Kansas legislature, or at the end of the ten (10) year exemption under the statute for the KAMO line, this Agreement will expire and the PILOT provided for herein will cease. Thereafter, KAMO will begin making its tax liability payments in accordance with the applicable taxation laws of the State of Kansas.
 5. The amount of an annual payment due under the PILOT agreement shall be reduced by the amount of the tax imposed during the term of this agreement related to any payment for:
 - (a) real or personal property tax due with respect to property located in Kansas, owned by KAMO and associated with the operation of the transmission line;
 - (b) any amount of Kansas sales or use tax due with respect to (i) property purchased for use in either the construction or enlargement of the line or (ii) any purchase of machinery and/or equipment used as an integral or essential part of the operations of the line;
 - (c) any Kansas state or local tax (other than Kansas income tax, the Kansas franchise Tax or the Kansas sales and use tax) that is imposed on the income, operations or property of KAMO related to the line;
 - (d) any property tax due as a result of the repeal or amendment of Kansas statutes (or related regulations) during the term of the PILOT agreement that reduce the amount of the property tax exemption available to KAMO at the time the PILOT agreement is executed.
- C. This Agreement shall benefit and bind the Parties' respective successors and assigns.

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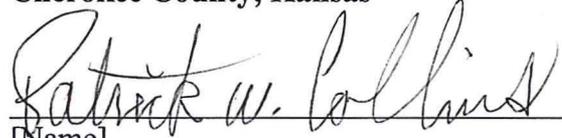
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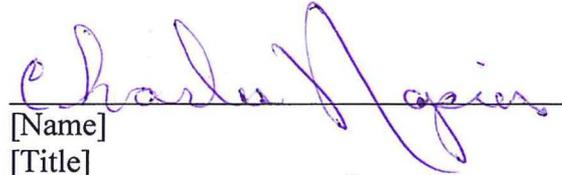


J. Chris Cariker
Executive Vice President and CEO

Cherokee County, Kansas



[Name]
[Title]

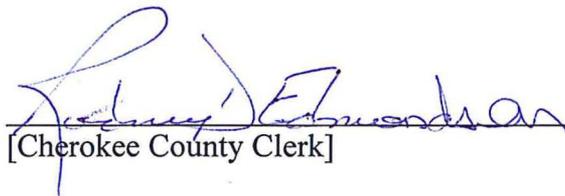


[Name]
[Title]



[Name]
[Title]

ATTEST:



[Cherokee County Clerk]



March 21, 2013

Commissioner Richard Hilderbrand
Commissioner Pat Collins
Commissioner Charles Napier
P.O. Box 14
Columbus, Kansas 66725

Re: KAMO Electric Cooperative, Inc.
Ad Valorem Taxes Related to 345 kV Transmission Line
Cherokee County, Kansas

Dear Commissioners:

As Executive Vice President and CEO of KAMO Electric Cooperative, Inc. (KAMO), I am writing this letter to formally present KAMO's intent regarding payment of ad valorem taxes to Cherokee County on the new 345 kV transmission line being constructed through the southeast corner of Kansas. As you know, construction of this line was approved by the Kansas Corporation Commission on August 12, 2008. During the course of planning for the line, representatives of KAMO, including myself, have been in contact with certain community leaders in Cherokee County. One of the issues we have discussed with Cherokee County was KAMO's proposal to forego the ten (10) year ad valorem tax exemption applicable to the transmission line under K.S.A. 79-259.

KAMO did not elect to place the transmission line in Kansas so as to qualify for the tax exemption of K.S.A. 79-259. The siting of the line was based upon a determination by KAMO and the regulatory authorities involved that, considering environmental, technical, and economic efficiencies and issues, the most optimum location for the line was through Cherokee County. KAMO fully intends to remit to Cherokee County a payment in lieu of taxes (PILOT) in an amount calculated to represent as nearly as possible the payment Cherokee County would receive absent the exemption in K.S.A. 79-259.

As long as the exemption of K.S.A. 79-259 is still in effect and applicable to the new KAMO transmission line, we propose our PILOT be made in the manner set forth in the Payment In Lieu of Taxes Agreement I have included with this letter.

If this proposal meets with the approval of the Cherokee County Commission, please advise me in writing. I would be happy to have a KAMO representative attend one of your meetings to

answer questions if that is your preference. I would also be happy to set up a time to meet with you individually if that would be helpful. Just let me know.

KAMO looks forward to becoming a contributing member of Cherokee County's business community. Please feel free to call me any time with questions or concerns related to our activities in your area.

A handwritten signature in blue ink, appearing to read 'J. Cariker', written in a cursive style.

Sincerely,

J. Chris Cariker

Executive Vice President and CEO
KAMO Electric Cooperative, Inc.

Subject: Fwd: RE: [NEMSMA] RE: Urea Diesels
 From: jason bolt (jdr78@gmail.com)
 To: rjcostlow@yahoo.com;
 Date: Wednesday, February 27, 2013 11:41 AM

You should show this to the commissioners about the new DEF diesels!

----- Forwarded message -----

From: "Tim Dienst" <TDienst@uprad.org>
 Date: Feb 27, 2013 11:32 AM
 Subject: RE: [NEMSMA] RE: Urea Diesels
 To: "nemsma@googlegroups.com" <nemsma@googlegroups.com>

Hey all,

Wow, I thought the new wiz bang urea diesels with all the new gizmos, gadgets and filters were supposed to correct the low power and shut down problems that seems to plague ambulances, fire trucks and other emergency vehicles. Now that many services are starting to put the "mileage" and "time" on these new systems, new problems (very similar to the old ones) are starting to arise.

Unfortunately, we had to opportunity to purchase 2 new ambulances in 2008 and 2009. Both had (have) just the DPF system and do not have the urea system. At about the 35,000 mile mark we started to experience lots (40 failures to date) of problems with these ambulances either going into low power mode or simply shutting down. These incidents occurred while responding to and from calls and some with patients on board. Some of the failures happened, unexpectedly, out in the middle of "nowhere," during snow storms and etc. where it took 45 minutes to an hour to get another ambulance out there to transfer a patient into an old ambulance that actually worked. Thank God, no negative patient outcomes for our service has been experienced, yet. Then there was the tow truck – someone had to stay with the ambulance and all the stuff until a tow truck got there to tow the ambulance to the dealership to get the darn things fixed. The longest time frame we had from vehicle failure, to patient transfer, to tow truck, to dealership, to crew person back at the station was 8 hours. According to the manufactures and the EPA the new systems would fix this problem. I wonder if (and it does not appear to have) it actually has – fixed the problem.

When I complained to my vehicle service representative he said "...these vehicles were never designed to be grocery getters..." and that the driving patterns we drive was (is) a lot like "grocery getting." We never should have purchased these vehicles for what we were going to do with them in the first place. I wish someone would have told me that before I got them.

I was part of an effort to try to get emergency vehicles (especially ambulances and fire trucks) exempted from EPA standards that required the use of DPF's. My hope was to acquire "permission" from the EPA to remove and/or bypass the DPF system on emergency vehicles. I wrote and called and actually received supportive letters from my state legislators; and, representatives from U.S. Senator Bennet's office put me in contact with 2 persons

from the EPA and 1 person from the NTEA and they are:

Mr. Matthew W. Spears, Center Director
Services Manager

Ms. Lauren Steele

Mr. Steve Spata, Technical

(734) 214-4921 – work
for the Work Truck Industry

(734) 214-4788 – work

NTEA – The Assoc.

(724) 276-7079 – Mobile

Steel.Lauren@epamail.epa.gov 800-441-6832 - work

Spears.matt@epa.gov
SteveS@NTEA.com

Long story short, there is a new EPA rule that provides some relief (40 CFR Parts 85, 86 and 1039 – Heavy-Duty Highway Program: Revisions for Emergency vehicles) from the standards although the new standards are primarily directed toward manufactures and not consumers. The EPA all by itself could not provide “blanket exemptions” for what I was asking even for emergency vehicles. That would take an act of congress to do. Since there are few inducements for manufactures to correct old problems and, since new technology exists we have seen no – did I say no - change. We still have the same old, unreliable, inefficient, with extremely poor fuel economy and costly ambulances in the fleet today. We have had little problems with them lately because we do not use them very often anymore. Now that’s a great use of tax payer and healthcare dollars not to mention impacts to patient care.

I have been fighting this issue for almost 5 years now to no avail. I believe this is a perfect advocacy issue for NEMSMA, NAEMT, Advocates for EMS, and the AAA. I need not remind this group that “...trying to run an ambulance service...” is not cheap and that the additional costs associated with these systems are not cheap either – they just add to those un-reimbursable costs we deal with every day. I would begin by advising anyone who has had, is having or expects to have problems contact Mr. Spears, Ms. Steele and Mr. Spata and tell them about your problems. If we continue to ignore the problem ambulance service budgets may (will) worsen and patients will not be well served. Was looking at purchasing 2 new ambulances and now I’m not so sure – quite yet. I may need that “act of congress” before I do.

Will help out anyway I can.

Sincerely,

Timothy J. Dienst

Timothy J. Dienst

Chief Executive Officer

on the road just as my service did a couple of months ago. One occurrence was in Indiana in which they were transporting a GSW--ambulance shuts down and they are forced to wait for another ambulance to finish transport. When that ambulance arrived, they had to, of course, transfer the patient from one ambulance to another on the side of the road. Patient had a poor outcome although it is unknown whether this contributed to that poor outcome.

We'd like to look into it farther to see how far reaching and large of a problem this is becoming. I have seen a couple of articles and the information posted here. Can anyone advise where we can go to get a broader picture of this?

Thanks

Jules Scadden, PS

Sac County Ambulance

Sac City, IA 50583

712-660-0881

On Wed, Feb 20, 2013 at 11:02 AM, Aarron Reinert <aarronr@lrems.com> wrote:

The document is attached

We are having daily problems with fuel filters and the exhaust filter.

Aarron

Aarron Reinert, NREMT - P, B.A.

Executive Director

Lakes Region EMS

P.O. Box 266

FAX TRANSMISSION COVER SHEET

DATE: 3/13/13

TIME: 3:39pm

FROM: Keene Schaaf
Emergency Services Supply
1722 E. 2nd, Suite 5
Wichita, Kansas 67214

↓ 5,000/mo
7 mo
OUR
PART

TO: CHEROKEE COUNTY AMBULANCE DISTRICT 3

ATTENTION Ron

Total pages 8 (Including this cover sheet)

Subject: ADJUSTED QUOTATION FOR IHC TERRA STAR AMBULANCE

Special notes:

If you do not receive all transmission pages, please call Keene Schaaf at (316) 201-6383, or send a return fax to (316) 201-4178



1722 E. 2nd, Suite 5
Wichita, KS 67214
Phone: 316/201-6383
Fax: 316/201-4178

THIS QUOTATION #33-120A PROVIDES FOR AN AMBULANCE BUILT WITH A 2014 INTERNATIONAL TERRA STAR, DIESEL ENGINE CHASSIS HAVING THE INTERIOR/EXTERIOR FEATURES MUCH LIKE YOUR CURRENT OSAGE AMBULANCE, AND FEATURES MATCHING OUR QUOTATION #33-119A (CHEVROLET G4500 CHASSIS) WITH ADJUSTMENTS FOR THE DIFFERENT CHASSIS.



1722 E. 2nd, Suite 5
 Wichita, KS 67214
 Phone: 316/201-6383
 Fax: 316/201-4178

Date: 3/12/13
 To: Cherokee County Ambulance District 3
 From: Keene Schaaf – Emergency Services Supply
 Subject: Quotation adjustments

Original quotation price - #33-120 \$ 161,225.00

Deletes

Delete the Engel portable refrigerator and mount	\$ 1,005.00	
Delete the HVAC duct	700.00	
Delete exterior compartment #6	400.00	
Delete sharps drawer from aisle side of bench	300.00	
Delete (2) "speed load" plexiglass door frames	200.00	
Delete (7) Whelen 900 LED warning lights from module front	960.00	
Delete Carson #SA441 dual tone siren	385.00	
	<u>\$ 3,950.00</u>	\$ -3,950.00

Additions

Norcold refrigerator	\$ 1,180.00	
Smaller locking cabinet inside an interior cabinet	150.00	
Push button lock having a key override	115.00	
Safety net at head end of squad bench	400.00	
Sharps and waste under head end of bench	225.00	
Slide open plexiglass doors for upper bulkhead cabinet	No charge	
(2) Additional coax prewires with power and ground wiring	150.00	
(5) LED compartment lights in lieu of standard	175.00	
2 nd Master switch – in rear control panel	No charge	
(9) Whelen 700 LED warning lights on the module front	840.00	
Whelen #295HFS7 dual tone siren	330.00	
	<u>\$ 3,565.00</u>	\$ +3,565.00

Adjusted quotation price - #33-120A

\$ 160,840.00

- 35,000.00
125,840.00

Detail adjustments

Compartment #5 to be 22" wide
 Clear plexiglass



1722 E. 2nd, Suite 5
Wichita, KS 67214
Phone: 316/201-6383
Fax: 316/201-4178

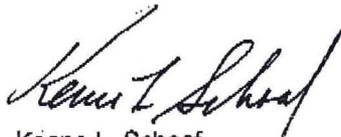
DATE: 3/1/13
QUOTATION TO: Cherokee County Ambulance District 0
QUOTATION NO.: KSM 33-120A
DELIVERY TIME: 150-175 Days after approval of factory order and drawings, and chassis arrival.
F.O.B.: Baxter Springs, Kansas
PAYMENT: Net on delivery or active lease

(1) 2013 Osage model 2168 Type III modular ambulance with a 2014 International Terra Star, Premium series, 183" wheelbase, dual rear wheel cab chassis, and built as listed herein;

TOTAL DELIVERED PRICE AS LISTED HEREIN - - - - - \$ 160,840.00
(Subject to special chassis discount - with qualification)
(Demonstrator ambulance with approximately 4,000 display miles)

Less trade-in of (1) XXXX modular ambulance - - - - - \$ (XX,XXX.XX)

TOTAL DELIVERED TRADE DIFFERENCE PRICE AS LISTED - - - - - \$ XXX,XXX.XX


Keene L. Schaaf
Emergency Services Supply

Quotation valid for 30 days without review.
Subject to availability.

Construction detail:

2013 Osage 2168 Type III standards, and options as below.
Lifetime module structural warranty.
6 year/72,000 electrical warranty.
5 year/100,000 mile paint warranty.
3 year/36,000 mile conversion warranty.

Chassis - IHC Terra Star - Diesel:

**2014 IHC Terra Star, Premium series, 183" wb., dual rear wheel chassis.
Tilt steering wheel, cruise control, interval select windshield wipers.
High back vinyl captains cab seats - having inboard armrests.
Rubber cab floor mat.
AM/FM/CD stereo radio.
Power windows, and power locks for the cab.
7.6 lt. Maxxforce 7 turbo diesel engine.
Allison 1000 automatic transmission with overdrive.
40 gallon fuel tank.
(1) Leese-Neville 320 amp alternator.
Three (3) batteries - mounted in a tray below the driver side cab door.
Ignition activated battery disconnect system - with 5-minute shut down timer.
High engine idle control - variable - steering wheel switch activated.
(6) Radial tires - 225/70Rx19.5.
International Ride Optimized rear air suspension - having a kneeling function.

Dual leveling valves for the rear air suspension.
 Polished aluminum wheels for the outside wheel positions - steel wheels for the inside rear positions.
 Air valve extenders for inside rear wheels.
 Bright finish, heated/motorized exterior mirrors with supplemental convex mirrors.
 Engine block heater wired to plug in below the driver cab door.
 Floor mounted front control/radio console.
 ***(1) Supplemental floor console mounted at rear of cab floor.
 High capacity chassis heater/air conditioner system.
 ***(1) Auxiliary air conditioner compressor, and condenser.
 Power disc brakes.
 Chrome front bumper.
 Back up alarm with auto reset switch.
 Open door warning lights with alert tone activated with release of park brake.
 Module disconnect switch.
 Volt meter with low voltage alert (visual and audible) - in chassis gauge package.
 Engine hour meter - in chassis gauge package.
 License plate housing mounted in center of rear kick plate – with LED illumination light.
 **Spare tire - deleted.

Ambulance Body and Compartments:

**All aluminum 172" module body with fully welded, and finished exterior seams.
 Walk thru passage from cab to module.
 72" Headroom height.
 All module body doors keyed alike.
 ***(3) Power door locks – (1) side entry door, (1) rear entry door, (1) ALS compartment.
 **Module power door locks wired to the chassis power door lock system.
 ***(1) Hidden exterior unlock switch for the power door lock system.
 (7) Exterior compartments.
 Street side forward exterior compartment #1 – 18" wide x 84" high.
 ***(1) Fixed shelf in the street side forward exterior compartment #1 – full width - above oxygen bottle.
 **Delete the fixed divider from the street side forward exterior compartment #1.
 (1) Equipment strap in the street side forward exterior compartment #1.
 ***(1) Mounting bracket for stair chair in the street side forward exterior compartment #1.
 Street side center exterior compartment #2 – with dual doors – 46" wide x 40" high.
 (1) Adjustable shelf in street side center exterior compartment #2.
 **Modified street side rearward exterior compartment #4 – 36" wide x 40" high.
 **Dual doors for street side rearward exterior compartment #4.
 ***(1) Adjustable shelf in street side rearward exterior compartment #4.
 **Modified curb side rearward exterior backboard compartment #5 – 22" wide x 84" high.
 (1) Fixed shelf in the curb side rearward exterior compartment #5.
 (1) Vertical divider in the curb side rearward backboard compartment #5.
 ***(2) Equipment strap in the curb side rearward backboard compartment #5.
 **Delete curb side rearward exterior compartment #6.
 Curb side forward inside/outside access (ALS) compartment #7 – 18" wide x 66" high.
 Gas charged hold opens for the module compartment doors.
 Polished treadplate exterior compartments with recessed dome lights.
 **LED dome lights for the exterior storage compartments (except for the battery compartment).
 Heat shields mounted above the chassis exhaust system.
 Sound deadening mat on top wheelwell inner liner.
 Sound/thermal insulation PLUS block foam insulation in module walls, and ceiling.
 Sound/thermal insulation PLUS block foam insulation in module doors.
 ***Sound/thermal insulation on exterior side of side door stepwell – enclosed with aluminum cover.
 **Sound insulation under module floor.
 Slide open window in the side entry door – fixed windows in the rear doors.
 Privacy tinted windows in all entry doors.
 **Curb side window - fixed - above squad bench.
 **Privacy slide cover for the curb side window - dry erase style.
 Polished, cast aluminum lever style exterior door handles having double edge cut key locks.
 Anti corrosion magnetic style module door switches.

- "Grabber" style rear door hold opens.
- Laminate surfaced upper interior door panels for the entry doors.
- Polished aluminum treadplate kick plates on the entry door lower inside panels.
- Running boards/fuel tank cover – polished aluminum treadplate.
- Polished treadplate lower module corner stone shields - 16" on front, and 12" on the rear.
- Cast aluminum fuel fill.
- Stainless steel module body fenderettes.
- Rear mud flaps.
- **Flip up bumper step.
- Polished aluminum treadplate rear bumper ends.
- Rubber dock bumpers on the rear bumper end caps.
- All module exterior screws, holes, and cut outs coated with ECK anti corrosion coating.
- **Paint strip, and body paint scheme –
 - Cab and body painted white.
 - (1) Beltline paint stripe - having a upsweep segment of each side.
 - (1) Lower paint stripe.
 - Painted pinstripe outline of the paint stripes.
- Star of Life, and Ambulance decal package.
- **Special graphics: Gold heartbeat stripe over blue grid.
- **Special ambulance service lettering:
 - (2) "BAXTER SPRINGS" - 4" reflective gold/blue letters.
 - (2) "BAXTER SPRINGS" - 6" reflective gold/blue letters.
 - (2) "EMERGENCY MEDICAL SERVICES" - 2" reflective blue letters
 - (2) "CHEROKEE COUNTY AMBULANCE DIST 3" - 2" reflective blue letters.
 - (3) Two digit unit numbers - reflective blue numerals.

Warning Lights, Siren, Flood Lights, and D.O.T. Lights:

- ***(1) Whelen #295HFSA7 dual tone electronic siren.
- (2) Cast Products siren speakers – one recess mounted in each bumper end.
- **Dual Stuttertone air horns - one mounted on each side of hood - IHC installed.
- Master emergency warning light switch ("Sequencer" switch).
- Sequencer with load manager for emergency warning light systems.
- Whelen warning light package to include:
 - ***(9) Whelen 700 series LED warning lights – on the module front.
 - (4) Whelen 900 series LED warning lights – on the module sides.
 - (3) Whelen 900 series LED warning lights – on the upper module rear.
 - ***(2) Whelen 900 series LED warning lights - on module rear at window level.
 - (2) Whelen 700 series LED warning lights – intersection lights, one on each cab fender.
 - (2) Whelen 700 series LED grille lights.
 - ***(6) Innovative Electronics LED strip lights in the lower body rub rails.
- ***(2) Rear warning lights wired for brake override.
- **All body mounted warning lights, and scene lights to have chrome flanges.
- (4) Whelen 900 series halogen side scene lights – two per side.
- Curb side scene lights activated by opened side entry door.
- **Rearmost side scene lights to be activated in reverse.
- (2) Whelen 900 series halogen rear load lights on the module rear.
- Reverse activated rear load lights.
- Whelen 600 series LED stop/tail lights, and turn lights on the module rear.
- Whelen 600 series halogen back up lights.
- 300,000 c.p. hand held spotlight – with mic style holder.
- LED clearance lights.

Electrical Systems:

- 2nd Master disconnect switch - in the rear control panel.
- ***(1) 20 amp auto eject shoreline system with pigtail cord.
- ***(1) LED light on the module side to indicate activation of the shoreline.
- ***(3) 110VAC duplex interior outlets – with master GFI for shoreline/inverter.
- ***(1) Vanner #1050CUL inverter having an integral battery charger.
- ***(4) 12 VDC outlets – cigar style.

- ** (5) Radio prewire with power and ground wires.
- ** (2) Patient compartment radio speakers - having a fade control in the rear control panel.
- Stepwell light - LED.
- (1) LED action area light.
- ** (10) Whelen dual intensity LED dome lights.
- "Check out" timer for one bank of LED dome lights - rotary style next to entry door.
- (1) Switch in the rear control panel for the oxygen compartment light.
- Three light patient status indication system with alert tone.
- (1) Battery powered clock - on the head pad above the rear entry doors.
- "Specific" electrical schematics for this ambulance.

Interior, Cabinets, Hardware, and Environmental Systems:

- Lonseal Lonplate flooring - choice from Osage selections.
- Laminate - matte finish - choice from Osage selections.
- Upholstery - seamless - choice from Osage selections.
- Fiberglass countertops for action area, and monitor area - choice from Osage selections.
- ** Stainless steel kickplate on street side cabinets - from bottom of CPR seat to floor roll up.
- ** (1) Large cabinet above the primary action area - with slide open plexiglass doors, and (1) adjustable shelf.
- ** (1) Recess cabinet with sharps and waste containers - below the action area.
- CPR seat interior configuration.
- Fixed CPR seat backrest.
- Storage under the CPR seat.
- ** Cabinet above the CPR seat - one section having swing up plexiglass doors.
- ** (1) Large upper rearward cabinet - with slide open plexiglass doors, and (1) adjustable shelf.
- (1) Monitor area immediately rearward of the CPR seat - with fiberglass counter top.
- ** (1) Equipment strap in the monitor area.
- ** (1) Storage drawer - below the monitor area.
- ** (1) Cabinet rearward of the monitor area - having slide open plexiglass doors, and (1) adjustable shelf.
- ALS inside/outside cabinet - one section with (2) adjustable shelves.
- ** Dual plexiglass insert doors for interior access to the ALS cabinet.
- (3) LED interior lights for the ALS cabinet.
- ** (1) Norcold refrigerator in the upper front bulkhead - above the ALS cabinet.
- ** (2) Storage cabinets in upper front bulkhead - (1) with swing open solid door, (1) with slide open plexiglass.
- ** (1) Small locking cabinet inside a larger upper bulkhead cabinet.
- ** (1) Push button lock having a key override for the small locking cabinet.
- (1) Storage cabinet in the bulkhead, beside the walk through passage - for inverter.
- (1) Cabinet in the front bulkhead, beside the walk-through for the HVAC system.
- Swing open walk through passage door.
- ** (1) Two section cabinet on the curb side wall above squad bench - with swing up plexiglass doors.
- ** (1) Safety net at the head end of the squad bench - having quick release buckles.
- ** Sharps and waste containers under head end of squad bench - with disposal access through bench lid.
- Two piece squad bench lid/cushion.
- Delete post and wheel cups from the squad bench lid.
- Gas strut hold opens on the squad bench lids.
- Clear plexiglass cabinet doors.
- Full height extrusion pull handles for plexiglass sliding doors.
- Adjustable interior cabinet shelves on mini "C" track adjusters.
- ** Interior cabinet latches to be stainless Southco mini "D" ring style.
- ** High back technician seat - having an incorporated child safety seat, and mounted on a swivel base.
- Overhead grab rail - 85" above the primary patient.
- ** Overhead grab rail - 85" above the secondary patient.
- Large stainless "V" handles on the interior of each entry door.
- High capacity combination heater/air conditioner - (4) adjustable front bulkhead outlets.
- Power exhaust vent - located at upper street side rear.
- (2) "NO SMOKING/OXYGEN IN USE - FASTEN SEAT BELTS" placards.

Medical and Cot Mount Systems:

- ** (3) Oxygen outlets - (1) in action area, (1) curb side, (1) ceiling.
- ** (1) 50 psi reducer regulator.

- **1) Flowmeter – Constant flow selector style with outlet adapter.
- (1) Oxygen bottle wrench tethered in the oxygen compartment.
- (1) Large oxygen bottle mount for "M/H" size oxygen cylinder.
- Impact self contained suction system with electric pump.
- (2) Recessed, fold down ceiling IV holders.
- **1) IV stanchion pole - in the primary action area.
- **Two position, removable cot mount – for Stryker cot.
- **Glove storage above the side entry door - three section stuffer style.

Additional options for your consideration:

1. Provide 74" interior headroom height in lieu of standard 72".	\$ 500.00
2. Provide a back up camera having a color monitor in the cab.	\$ 900.00
3. (1) Stainless "A" bar at head of the squad bench with sharps & waste containers.	\$ 575.00
4. Credit for delete of the flip up rear step.	\$ (150.00)
5. Credit for delete of auto eject shoreline inlet.	\$ (200.00)
6. Credit for delete of LED activation indicator light for shoreline.	\$ (80.00)
7. Credit for delete of supplemental floor console.	\$ (250.00)
8. Credit for delete of (3) power door locks.	\$ (450.00)
9. Credit for delete of (1) hidden exterior unlock switch.	\$ (90.00)
10. Credit for delete of (2) rear warning lights wired to brake override.	\$ (80.00)
11. Credit for delete of rearmost side scene lights activated in reverse.	\$ (80.00)
12. Provide a booster fan for the HVAC ceiling duct.	\$ 250.00



**UNDERWRITING PROPOSAL
TO
CHEROKEE COUNTY, KANSAS**

March 25, 2013

Central States Capital Markets
4200 West 83rd Street Suite 101 Prairie Village, Kansas 66208
800.851.6459 913.766.6565 913.766.5860 (fax)

Member FINRA/MSRB/SIPC
A Central States Financial Services Company



March 25, 2013

Board of County Commissioners
Cherokee County, Kansas
110 W. Maple, P.O Box 14
Columbus, KS 66725

Dear Board of Commissioners:

We are pleased to submit the enclosed information to you regarding refunding the outstanding Certificates of Participation, Series 2005 (Law Enforcement and Detention Center). In considering this information, we would like to draw your attention to some particular points:

- Central States Capital Markets has direct experience in underwriting this type of bond credit. We understand the issues associated with the financings and how to best present them to the investor. I have done numerous similar refundings for all types of issuers.
- Central States Capital Markets will assign the personnel to the issue who have a strong understanding of municipal financings in the State of Kansas. We feel our experience will show on this issue.

If selected as the County's bond underwriter, we will give this transaction our utmost attention and can accomplish a completed transaction within the time frame necessary. Thank you for the opportunity to present this information. We trust we can be of assistance to the County.

Sincerely,

Central States Capital Markets

Dave Malone
Vice-President Public Finance

DKM

Central States Capital Markets
4200 West 83rd Street Suite 101 Prairie Village, Kansas 66208
800.851.6459 913.766.6565 913.766.5860 (fax)

Member FINRA/MSRB/SIPC
A Central States Financial Services Company

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REFUNDING CAPABILITIES

Option 1 – Refund All COP's

- Net Savings* of \$116,199.64 (2.61% of Refunded Issues)
- Present Value Savings* of \$102,835.66 (2.31% of Refunded Issues)
- Reduce Average Interest Rate From 4.72% to 1.66%
- Reduce Last Year's P& I Payment
- Keep Annual Payments Approximately the Same

Option 2 – Refund Callable COP's Only

- Net Savings* of \$157,463.42 (4.98% of Refunded Issues)
- Present Value Savings* of \$138,089.12 (4.36% of Refunded Issues)
- Reduce Average Interest Rate From 4.82% to 1.73%
- Reduce Last Year's P& I Payment
- Keep Annual Payments Approximately the Same

* - Net Savings and Present Value Savings are defined by the amount of money saved after all costs of issuance and underwriter's discount are paid as well deducting the cash from issuer, if any.

Cherokee County, Kansas
 Certificates of Participation (Law Enforcement & Detention)
 Series 2005

=====

Debt Service Schedule

=====

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
6/ 1/13			100,030.00	100,030.00	
12/ 1/13	415,000.00	3.800000	100,030.00	515,030.00	615,060.00
6/ 1/14			92,145.00	92,145.00	
12/ 1/14	430,000.00	3.900000	92,145.00	522,145.00	614,290.00
6/ 1/15			83,760.00	83,760.00	
12/ 1/15	445,000.00	3.950000	83,760.00	528,760.00	612,520.00
6/ 1/16			74,971.25	74,971.25	
12/ 1/16	465,000.00	4.100000	74,971.25	539,971.25	614,942.50
6/ 1/17			65,438.75	65,438.75	
12/ 1/17	485,000.00	4.150000	65,438.75	550,438.75	615,877.50
6/ 1/18			55,375.00	55,375.00	
12/ 1/18	510,000.00	5.000000	55,375.00	565,375.00	620,750.00
6/ 1/19			42,625.00	42,625.00	
12/ 1/19	535,000.00	5.000000	42,625.00	577,625.00	620,250.00
6/ 1/20			29,250.00	29,250.00	
12/ 1/20	560,000.00	5.000000	29,250.00	589,250.00	618,500.00
6/ 1/21			15,250.00	15,250.00	
12/ 1/21	610,000.00	5.000000	15,250.00	625,250.00	640,500.00
	-----		-----	-----	
	4,455,000.00		1,117,690.00	5,572,690.00	
ACCRUED			91,138.44	91,138.44	
	4,455,000.00		1,026,551.56	5,481,551.56	
	=====		=====	=====	

Dated 12/ 1/12 with Delivery of 5/15/13
 Bond Years 23,670.000
 Average Coupon 4.721969
 Average Life 5.313131
 N I C % 4.721969 % Using 100.0000000

Weighted Bond Years 21,640.500
 Weighted Average Life 4.857576
 Weighted N I C % 4.743659 % Using 100.0000000
 T I C % 4.725670 % From Delivery Date

Cherokee County, Kansas
 Certificates of Participation (Law Enforcement & Detention)
 Series 2005 (Callable Portion Only)

=====

Debt Service Schedule

=====

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
6/ 1/13			74,971.25	74,971.25	
12/ 1/13			74,971.25	74,971.25	149,942.50
6/ 1/14			74,971.25	74,971.25	
12/ 1/14			74,971.25	74,971.25	149,942.50
6/ 1/15			74,971.25	74,971.25	
12/ 1/15			74,971.25	74,971.25	149,942.50
6/ 1/16			74,971.25	74,971.25	
12/ 1/16	465,000.00	4.100000	74,971.25	539,971.25	614,942.50
6/ 1/17			65,438.75	65,438.75	
12/ 1/17	485,000.00	4.150000	65,438.75	550,438.75	615,877.50
6/ 1/18			55,375.00	55,375.00	
12/ 1/18	510,000.00	5.000000	55,375.00	565,375.00	620,750.00
6/ 1/19			42,625.00	42,625.00	
12/ 1/19	535,000.00	5.000000	42,625.00	577,625.00	620,250.00
6/ 1/20			29,250.00	29,250.00	
12/ 1/20	560,000.00	5.000000	29,250.00	589,250.00	618,500.00
6/ 1/21			15,250.00	15,250.00	
12/ 1/21	610,000.00	5.000000	15,250.00	625,250.00	640,500.00
	3,165,000.00		1,015,647.50	4,180,647.50	
ACCRUED			68,307.14	68,307.14	
	3,165,000.00		947,340.36	4,112,340.36	

Dated 12/ 1/12 with Delivery of 5/15/13
 Bond Years 21,060.000
 Average Coupon 4.822638
 Average Life 6.654028
 N I C % 4.822638 % Using 100.000000

Weighted Bond Years 19,618.167
 Weighted Average Life 6.198473
 Weighted N I C % 4.828893 % Using 100.000000
 T I C % 4.818296 % From Delivery Date

Cherokee County, Kansas
Refunding Certificates of Participation
Series 2013

=====

Sources and Uses of Funds

=====

Sources of Funds

=====

Par Amount of Bonds.....	\$4,985,000.00	
+Premium /-Discount.....	\$0.00	
Bond Proceeds.....		4,985,000.00
Cash from Issuer - P + I Account.....		91,138.44

		\$5,076,138.44

Uses of Funds

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Cost of Escrowed Securities + Beg. Cash.....		4,972,380.00
Underwriter's Discount..... (1.25000%)...		62,312.50
Cost of Issuance.....		40,000.00
Contingency.....		1,445.94

		\$5,076,138.44

Cherokee County, Kansas
 Refunding Certificates of Participation
 Series 2013

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Debt Service Schedule

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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
12/ 1/13	485,000.00	0.600000	37,382.92	522,382.92	522,382.92
6/ 1/14			32,876.25	32,876.25	
12/ 1/14	550,000.00	0.800000	32,876.25	582,876.25	615,752.50
6/ 1/15			30,676.25	30,676.25	
12/ 1/15	555,000.00	1.000000	30,676.25	585,676.25	616,352.50
6/ 1/16			27,901.25	27,901.25	
12/ 1/16	560,000.00	1.150000	27,901.25	587,901.25	615,802.50
6/ 1/17			24,681.25	24,681.25	
12/ 1/17	570,000.00	1.250000	24,681.25	594,681.25	619,362.50
6/ 1/18			21,118.75	21,118.75	
12/ 1/18	575,000.00	1.500000	21,118.75	596,118.75	617,237.50
6/ 1/19			16,806.25	16,806.25	
12/ 1/19	585,000.00	1.750000	16,806.25	601,806.25	618,612.50
6/ 1/20			11,687.50	11,687.50	
12/ 1/20	595,000.00	2.000000	11,687.50	606,687.50	618,375.00
6/ 1/21			5,737.50	5,737.50	
12/ 1/21	510,000.00	2.250000	5,737.50	515,737.50	521,475.00
	-----		-----	-----	
	4,985,000.00		380,352.92	5,365,352.92	
ACCRUED					
	4,985,000.00		380,352.92	5,365,352.92	
	=====		=====	=====	

Dated 5/15/13 with Delivery of 5/15/13

Bond Years 22,964.056

Average Coupon 1.656297

Average Life 4.606631

N I C % 1.656297 % Using 100.000000

Weighted Bond Years 22,964.056

Weighted Average Life 4.606631

Weighted N I C % 1.656297 % Using 100.000000

T I C % 1.648685 % From Delivery Date

Cherokee County, Kansas
 Refunding Certificates of Participation
 Series 2013

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Savings Report

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Date	Principal	Proposed Debt Service Coupon	Interest	Total	Prior Debt Service	Savings	Cumulative Savings
12/ 1/13	485,000.00	0.600000	37,382.92	522,382.92	615,060.00	92,677.08	1,538.64
6/ 1/14			32,876.25				
12/ 1/14	550,000.00	0.800000	32,876.25	615,752.50	614,290.00	-1,462.50	76.14
6/ 1/15			30,676.25				
12/ 1/15	555,000.00	1.000000	30,676.25	616,352.50	612,520.00	-3,832.50	-3,756.36
6/ 1/16			27,901.25				
12/ 1/16	560,000.00	1.150000	27,901.25	615,802.50	614,942.50	-860.00	-4,616.36
6/ 1/17			24,681.25				
12/ 1/17	570,000.00	1.250000	24,681.25	619,362.50	615,877.50	-3,485.00	-8,101.36
6/ 1/18			21,118.75				
12/ 1/18	575,000.00	1.500000	21,118.75	617,237.50	620,750.00	3,512.50	-4,588.86
6/ 1/19			16,806.25				
12/ 1/19	585,000.00	1.750000	16,806.25	618,612.50	620,250.00	1,637.50	-2,951.36
6/ 1/20			11,687.50				
12/ 1/20	595,000.00	2.000000	11,687.50	618,375.00	618,500.00	125.00	-2,826.36
6/ 1/21			5,737.50				
12/ 1/21	510,000.00	2.250000	5,737.50	521,475.00	640,500.00	119,025.00	116,198.64
	-----		-----	-----	-----		-----
ACCRUED	4,985,000.00		380,352.92	5,365,352.92	5,572,690.00		116,198.64
	-----		-----	-----	-----		-----
	4,985,000.00		380,352.92	5,365,352.92	5,572,690.00		116,198.64
	=====		=====	=====	=====		=====

Dated 5/15/13 with Delivery of 5/15/13
 Bond Years 22,964.056
 Average Coupon 1.656297
 Average Life 4.606631
 N I C % 1.656297 % Using 100.000000

Weighted Bond Years 22,964.056
 Weighted Average Life 4.606631
 Weighted N I C % 1.656297 % Using 100.000000
 T I C % 1.648685 % From Delivery Date

N O T E : Cumulative Savings are Net of the Initial Transfer Amount of 91,138.44

Net Present Value Savings at: 1.6487% Equals 102,835.66 or 2.0629% of Par of the Current Issue
 or 2.3083% of Par of the Prior Issue

N O T E : Present Value Savings are Net of the Initial Transfer Amount of 91,138.44

Cherokee County, Kansas
Refunding Certificates of Participation
Series 2013 (Call Portion Only)

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Sources and Uses of Funds
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Sources of Funds
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Par Amount of Bonds.....	\$3,600,000.00	
+Premium /-Discount.....	\$0.00	
Bond Proceeds.....		3,600,000.00
Cash from Issuer - P + I Account.....		68,307.14

		\$3,668,307.14

Uses of Funds
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Cost of Escrowed Securities + Beg. Cash.....		3,586,100.00
Underwriter's Discount..... (1.250000%)...		45,000.00
Cost of Issuance.....		35,000.00
Contingency.....		2,207.14

		\$3,668,307.14

Cherokee County, Kansas
 Refunding Certificates of Participation
 Series 2013 (Call Portion Only)

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Debt Service Schedule

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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
12/ 1/13	50,000.00	0.600000	31,046.94	81,046.94	81,046.94
6/ 1/14			28,362.50	28,362.50	
12/ 1/14	95,000.00	0.800000	28,362.50	123,362.50	151,725.00
6/ 1/15			27,982.50	27,982.50	
12/ 1/15	95,000.00	1.000000	27,982.50	122,982.50	150,965.00
6/ 1/16			27,507.50	27,507.50	
12/ 1/16	560,000.00	1.150000	27,507.50	587,507.50	615,015.00
6/ 1/17			24,287.50	24,287.50	
12/ 1/17	570,000.00	1.250000	24,287.50	594,287.50	618,575.00
6/ 1/18			20,725.00	20,725.00	
12/ 1/18	575,000.00	1.500000	20,725.00	595,725.00	616,450.00
6/ 1/19			16,412.50	16,412.50	
12/ 1/19	585,000.00	1.750000	16,412.50	601,412.50	617,825.00
6/ 1/20			11,293.75	11,293.75	
12/ 1/20	595,000.00	2.000000	11,293.75	606,293.75	617,587.50
6/ 1/21			5,343.75	5,343.75	
12/ 1/21	475,000.00	2.250000	5,343.75	480,343.75	485,687.50
	-----		-----	-----	
	3,600,000.00		354,876.94	3,954,876.94	
ACCRUED					
	3,600,000.00		354,876.94	3,954,876.94	
	=====		=====	=====	

Dated 5/15/13 with Delivery of 5/15/13

Bond Years 20,555.000

Average Coupon 1.726475

Average Life 5.709722

N I C % 1.726475 % Using 100.0000000

Weighted Bond Years 20,555.000

Weighted Average Life 5.709722

Weighted N I C % 1.726475 % Using 100.0000000

T I C % 1.720802 % From Delivery Date

Cherokee County, Kansas
 Refunding Certificates of Participation
 Series 2013 (Call Portion Only)

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Savings Report

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Date	Principal	Proposed Debt Service Coupon	Interest	Total	Prior Debt Service	Savings	Cumulative Savings
12/ 1/13	50,000.00	0.600000	31,046.94	81,046.94	149,942.50	68,895.56	588.42
6/ 1/14			28,362.50				
12/ 1/14	95,000.00	0.800000	28,362.50	151,725.00	149,942.50	-1,782.50	-1,194.08
6/ 1/15			27,982.50				
12/ 1/15	95,000.00	1.000000	27,982.50	150,965.00	149,942.50	-1,022.50	-2,216.58
6/ 1/16			27,507.50				
12/ 1/16	560,000.00	1.150000	27,507.50	615,015.00	614,942.50	-72.50	-2,289.08
6/ 1/17			24,287.50				
12/ 1/17	570,000.00	1.250000	24,287.50	618,575.00	615,877.50	-2,697.50	-4,986.58
6/ 1/18			20,725.00				
12/ 1/18	575,000.00	1.500000	20,725.00	616,450.00	620,750.00	4,300.00	-686.58
6/ 1/19			16,412.50				
12/ 1/19	585,000.00	1.750000	16,412.50	617,825.00	620,250.00	2,425.00	1,738.42
6/ 1/20			11,293.75				
12/ 1/20	595,000.00	2.000000	11,293.75	617,587.50	618,500.00	912.50	2,650.92
6/ 1/21			5,343.75				
12/ 1/21	475,000.00	2.250000	5,343.75	485,687.50	640,500.00	154,812.50	157,463.42
	3,600,000.00		354,876.94	3,954,876.94	4,180,647.50		157,463.42
ACCRUED	3,600,000.00		354,876.94	3,954,876.94	4,180,647.50		157,463.42

Dated 5/15/13 with Delivery of 5/15/13
 Bond Years 20,555.000
 Average Coupon 1.726475
 Average Life 5.709722
 N I C % 1.726475 % Using 100.0000000

Weighted Bond Years 20,555.000
 Weighted Average Life 5.709722
 Weighted N I C % 1.726475 % Using 100.0000000
 T I C % 1.720802 % From Delivery Date

N O T E : Cumulative Savings are Net of the Initial Transfer Amount of 68,307.14

Net Present Value Savings at: 1.7208% Equals 138,089.12 or 3.8358% of Par of the Current Issue
 or 4.3630% of Par of the Prior Issue

N O T E : Present Value Savings are Net of the Initial Transfer Amount of 68,307.14



March 25, 2013

Board of County Commissioners
Cherokee County, Kansas
110 W. Maple, P.O. Box 14
Columbus, KS 66725

RE: Underwriting Agreement

Dear Board of Commissioners:

We are pleased to set forth in this letter agreement the terms pursuant to which we will serve as underwriter in connection with your proposed refunding issue for refunding of Cherokee County, Kansas (the "County") outstanding Certificates of Participation, Series 2005 (Law Enforcement and Detention Center).

The County desires to proceed with the sale of the Certificates by the direct negotiation with Central States Capital Markets, LLC ("CSCM") who will purchase the Certificates in an arm's length commercial transaction with the County. CSCM is not serving as a financial advisor.

The attached refunding analysis is intended solely for information purposes. The analysis provides an indicator of the potential savings from the refunding of outstanding debt and does not provide advice on the structure, timing, terms and issuance of refunding Certificates. This analysis does not constitute a relationship between the County and CSCM for the issuance of refunding Certificates.

Our duties will not include:

1. Serving as legal counsel or drafting legal documents,
2. Guaranteeing the marketability or interest rates of the Certificates or otherwise guaranteeing market issues outside of our control,
3. Guaranteeing the accuracy of any information supplied by someone other than us or the accuracy of our opinions which are reasonably formed,
4. Preparing an assessed valuation study, or
5. Managing construction or monitoring costs of the project,
6. Serving as a financial advisor.

During the course of our work as underwriters, we shall be entitled to rely on the work product, opinions, and statements of others employed by you or who were requested by you to provide information for our consideration (e.g., accounting firms, engineers, legal counsel, governmental entities or agencies, etc.). We shall be entitled to rely upon said documents or opinions as being accurate and appropriately stated for the use intended, and we shall not be obligated to further inquire upon the information so provided.

Central States Capital Markets
4200 West 83rd Street Suite 101 Prairie Village, Kansas 66208
800.851.6459 913.766.6565 913.766.5860 (fax)

Member FINRA/MSRB/SIPC

A Central States Financial Services Company

Furthermore, we shall be entitled to rely upon and proceed according to any direction or requirement you may indicate if we proceed pursuant to that direction or requirement. In so doing, we are not vouching for the work product, opinions, and statements of others, and we shall be entitled to rely thereon.

You agree to fully cooperate with us and us with you toward expediting and completing this issuance and to make full and complete disclosure to us of your financial condition and of all other matters which may have material effect on you, the Certificates or your ability to repay the Certificates. You also agree not to make any statements, disclosures or contacts which would violate the security laws or regulations of any jurisdiction having authority. You agree to indemnify and hold us harmless (including reasonable attorney's fees) from any claims made against us arising out of any act or failure to act on your part including any inaccurate or incomplete statement or representation made to third parties.

The following items will be paid by you:

1. Special Tax Counsel fees,
2. Trustee and paying agent initial registration fee and all other annual fees, if any,
3. Fees of your employees agents, attorneys, accountants, and other professionals,
4. Printing fees,
5. Legal publication costs, if any,
6. Trustee fees, if any,
7. Rating Agency fee, if any,
8. Attorney General's review fee,
9. CUSIP Identification Numbers,
10. Underwriter's counsel or Disclosure counsel fee, if any
11. Financial Advisory fee, if any,
12. Depository Trust Company fee, and
13. All other related costs of issuance.

We will pay our own expenses including any necessary travel and related costs and the cost of independent legal counsel, if any, hired by us.

You agree to indemnify and hold us harmless from any claims made against us arising out of any act or failure to act on your part including any inaccurate or incomplete statement or representation made to third parties.

It is anticipated that this agreement will be superseded by a Bond Purchase Agreement to be entered into shortly before actual issuance of the Certificates.

Subject to you and us reaching final agreement as to the terms of the Bond Purchase Agreement, we anticipate purchasing the Certificates from you for par plus accrued interest less an underwriting fee of one and one-quarter percent (1.25%) based on the principal amount of the Certificates issued.

In the event of any of the following, you will owe us no fee and we will owe you no further obligations:

1. The proposed issue is abandoned or determined not to be feasible or in the best interest of all parties,

2. Market conditions in our opinion are such that marketing of the Certificates by us as underwriter cannot be reasonably accomplished,
3. The position of bond counsel, or other factors make the legality or financial feasibility of the issuance doubtful in our opinion, or
4. You and we are unable to agree as to interest rates or other provisions of the various bond and legal documents or bond purchase agreement.

If the above properly states the agreement between you and us, please execute the enclosed duplicate original of this letter and return it to me. Thank you for your consideration in this matter. We look forward to working with you towards the successful issuance of the Certificates.

Respectfully submitted,

Central States Capital Markets

Dave Malone
Vice President Public Finance

ACCEPTANCE

ACCEPTED pursuant to a motion by the Board of Commissioners of Cherokee County, Kansas, this _____ day of _____, 2013.

By: _____

Chairman

ATTEST:

County Clerk

(SEAL)