

MINTUES FOR MARCH 11th, 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 11th, 2013 in the Commission Room, #109 of the Cherokee County Courthouse. Commissioners Pat Collins, Charles Napier, Richard Hilderbrand, and County Clerk Rodney Edmondson were present.

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

Ralph Houser - Courthouse Maintenance

Ralph updated the Board on window replacement estimates for the Courthouse. The Commissioners asked Ralph to contact the companies that submitted estimates last year and have them submit new bids.

He has contacted the Fire Marshal's Office and they will be here on Wednesday to look at the fire escape to give recommendations for the needed improvements.

Art Mallory, Terry Clugston, Jason Allison - Sheriff's Dept, Emergency Management

They presented documentation on the E-Dispatch proposal discussed last week for consideration. It's a redundant program to the current pager system; it calls the cell phones of emergency personnel in the event of an emergency. The cost is approximately \$2,800 - \$3,100 per month and can be paid with 911 funds. They have been using it on the 30 day free trial. The Board approved the purchase and asked them to submit a voucher for signatures.

Leonard Vanatta - County Engineer

Gene Langerot - County Lot Supervisor

Commissioner Napier gave Leonard a list of roads that need to be checked, grader operators are suggesting the need for more rock.

Commissioner Hilderbrand asked Leonard to have the right-of-way cleaned out on Kansas Street in Baxter, between 12th and 15th on the west side of the road. The other property owners are doing the same.

Leonard informed the Board that the trees at the County Extension Office are Cypress, not Sweet Gum trees. They can be removed but they would need to use old tires to protect the sidewalks from damage. The Board approved the removal of the trees.

Commissioner Collins made a motion to pass the Minutes of the March 4th, 2013 Commission Meeting as written. It was second by Commissioner Napier. The motion carried 3-0 with all voting yes.

Raymond Griffitt - Land Concerns

Mr. Griffitt appeared asking the Commissioners for proof that he won a lawsuit and was awarded land. Commissioner Hilderbrand advised him that the Board did not have any such proof. The Board suggested that he talk with an attorney. The Board will look into the matter further.

Commissioner Napier made a motion to approve the Mid-Month Accounts Payables. It was second by Commissioner Collins. The motion carried 3-0 with all voting yes.

Larry Alsup - Allied Business Solutions

He presented to the Board with the results of the telephone audit completed by his company. It included is a list of recommendations for cost savings. He will send a copy electronically to Deana Randall for distribution to all department heads for review. The Board will review again after each department has a chance to review the audit.

Kevin Cure - County Counselor

11:00 AM - Public Hearing for the Lola Fire District

Four residents appeared in favor, none appeared in opposition. Mr. Cure informed the County Commissioners that they could appoint a Board of Directors for the Fire District if they choose. The proponents have created a Board of Directors consisting of five members. Mr. Cure has a resolution that creates a Fire District. He would create a resolution appointing the five member board for consideration next week. The supporters presented a petition of 31 signatures in favor of the Fire District.

A motion was made by Commissioner Napier to approve Resolution 06-2013 creating a Fire District in all of Lola Township. It was second by Commissioner Collins. The motion carried 3-0 with all voting yes.

The Public Hearing closed at 11:15 AM.

Gary McCorkel met with Mr. Cure and the Board over a road in Riverton area. No action was taken by the Board at this time.

A motion was made by Commissioner Collins to enter into the contract to purchase the O'Brien Rock Co. property next to the County Lot. It was second by Commissioner Napier. The motion carried 3-0 with all voting yes. Louis O'Brien will be in later today to sign the contracts. The deed will be filed after the closing on April 1st, 2013.

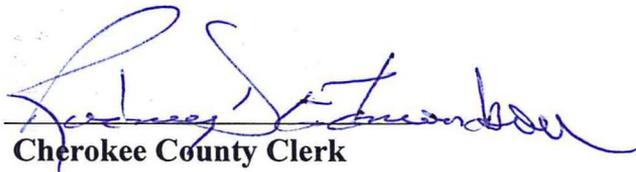
A motion was made by Commissioner Hilderbrand to adjourn for lunch. It was second by Commissioner Napier. The motion carried 3-0 with all voting yes at 11:48 AM.

Meeting reconvened at 1:00 PM.

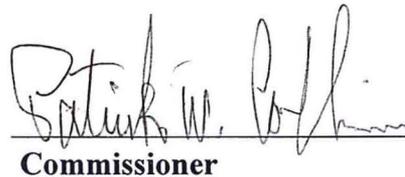
C. Edward Young - Director of Aviation, KDOT

Mr. Young appeared before the Board at their request concerning the Oswego Airport Expansion. He stated that he was here for explanation only, not to convince the Board of anything. He presented maps for review. A cost benefit forecast was done in 2010. It has been determined that it is a community airport, not much more or less. There is 90% grant funding available for the project. He will have the program manager address the concerns over the fuel tank safety.

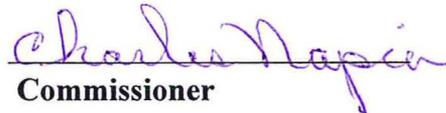
Commissioner Collins made a motion to adjourn until the next regularly scheduled meeting set for March 18th, 2013. It was second by Commissioner Napier. The motion carried 3-0, and the motion passed at 1:55 PM.

ATTEST:**Resolved and ordered this day, March 18th, 2013**

Cherokee County Clerk



Commissioner



Commissioner



Commissioner

Telecommunications Audit

presented by

ALLIED
Business Solutions

314 E. Main, Suite 202
Gardner, KS 66030
Tel: 913-856-2323
Fax: 913-856-5511
www.alliedbsi.com

for

Cherokee County
Richard Hilderbrand
110 West Maple Street
Columbus, Kansas 66725

Date:
Mar. 11, 2013

Salesperson: Carrie Beckner
Auditor: Larry Alsup

Allied Business Solutions

Mutual Non-Disclosure Agreement

This mutual Non-Disclosure Agreement is entered into by and between Allied Business Solutions, LLC, a Kansas limited liability company (hereinafter called "Allied"), having a principal place of business located at 314 E. Main Gardner, KS 66030 and

Cherokee County
(hereinafter called "Client").

Each of the parties has asked that the other disclose certain "Confidential Information" (as defined below) in order for Allied to perform a telecommunications audit pursuant to a Telecommunications Auditing and Consulting Agreement. The parties agree that it is in each of their best interests to establish each party's obligations with respect to the other party's confidential information. In consideration of the foregoing, Allied and Client agree as follows:

All information received by Allied from Client or any third parties in the performance of services shall be kept confidential by Allied and shall be utilized only for the purposes of carrying out the services to be provided by Allied. Client also agrees to keep confidential the processes used by Allied for reducing telecommunication expenses and obtaining credits on Client's behalf during the course of the agreement between Allied and Client.

"Confidential Information" of a party shall mean any information or materials which such party or it's affiliated companies (collectively, "Proprietor") discloses to the other party ("Recipient"), either orally or in writing, for the purposes described in the Telecommunications Auditing and Consulting Agreement, including without limitation any billings and invoices for telecommunications equipment and services, trade secrets, know-how, inventions, products, designs, methods, techniques, systems, processes, software programs, software output, algorithms, works of authorship, business plans, customer lists, projects, plans and proposals and terms of the Telecommunications Auditing and Consulting Agreement.

ACCEPTED:

Client Signature

Date: _____

Title: _____

Allied Business Solutions, LLC

Date: _____

Title: _____

Allied Business Solutions

Recommendations for Savings

Local, Long Distance and Data Services

Cherokee County

Client Initials

Accepted	Declined	#	Columbus Telephone Company Acct # 2954 Cherokee County Appraiser	Contingency	Recovery
		1	ID / Eliminate RNA 620-429-1649	\$ 37.88	
		2	Eliminate Centrex Line Charge on line 620-429-1649 if line is necessary	\$ 5.00	\$ 30.00
		3	ID / Eliminate RNA 620-429-4381	\$ 38.41	
		4	Eliminate Multi-Business Local Accs Line Charges on lines 620-429-1985 and 620-429-1649 at \$19.25 per line	\$ 38.50	
		5	Eliminate Non-Published Charge on lines 620-429-1049, 620-429-1985, 620-429-4786, 620-429-4787, 620-429-4788, 620-429-4789, 620-429-4790 and 620-429-4791 at \$0.50 per line	\$ 4.00	
		6	Consider Hunt Groups or Direct Inward Dialing - Approximate Savings	\$ 250.00	
		7	Eliminate Platinum Plan Charge on lines 620-429-1648, 620-429-1649, 620-429-1985, 620-429-2699, 620-429-3984, 620-429-4381, 620-429-4768, 620-429-4787, 620-429-4788, 620-429-4789, 620-429-4790 and 620-429-4791 at \$5.95 per line	\$ 71.40	
		8	Place Long Distance on a Corporate Plan / Alternative Carrier to Eliminate Full Minute Billing	\$ 38.00	
		9	Place Local Services Under Corporate Plan	\$ 98.00	

Accepted	Declined	#	Columbus Telephone Company Acct # 0634 Cherokee County Map & Address	Contingency	Recovery
		10	Eliminate Non-Published Charge on lines 620-429-1303, 620-429-1647 and 620-429-2965 at \$0.50 per line	\$ 1.50	
		11	Eliminate Multi-Business Local Accs Line Charge on lines 620-429-1303 and 620-429-2965 at \$19.25 per line	\$ 38.50	
		12	Eliminate Centrex Line Charge on line 620-429-2965	\$ 5.00	\$ 30.00
		13	Eliminate Platinum Plan Charge on lines 620-429-1303, 620-429-1645 and 620-429-1647 at \$5.95 per line	\$ 17.85	
		14	Eliminate Platinum Plan Charge on line 620-429-2965 Modem Line	\$ 5.95	\$ 35.70
		15	Place Long Distance on a Corporate Plan / Alternative Carrier to Eliminate Full Minute Billing	\$ 8.00	
		16	Place Local Services Under Corporate Plan	\$ 32.00	

Section I

Allied Business Solutions

Recommendations for Savings

Local, Long Distance and Data Services

Cherokee County

Client Initials

Accepted	Declined	#	Columbus Telephone Company Acct # 2803 Cherokee County Attorney	Contingency	Recovery
		17	Eliminate Non-Published Charge on lines 620-429-1637 and 620-429-1894 at \$0.50 per line	\$ 1.00	
		18	Eliminate Multi-Business Local Accs Line Charge on line 620-429-1894	\$ 19.25	
		19	Review Eliminating Voice Mail on lines 620-429-1637 and 620-429-3836 at \$0.99 per line	\$ 1.98	
		20	Eliminate Platinum Plan Charge - Monthly Charge \$5.95 on lines 620-429-1637, 620-429-1894 and 620-429-3836	\$ 17.85	
		21	Place Long Distance on a Corporate Plan / Alternative Carrier to Eliminate Full Minute Billing	\$ 26.00	
		22	Place Local Services Under Corporate Plan	\$ 30.00	
		23	ID / Eliminate 2 Separate Internet Service Charges - 4293836 Courtroom Monthly Charge \$77.00, 6204291894 Attorney Monthly Charge \$97.00		
		24	ID / Eliminate Cable TV 6204293836 Cnty Attorney Monthly Charge \$43.75		
		25	If Needed Place Data and Cable Under Corporate Plan	\$ 43.00	

Accepted	Declined	#	Columbus Telephone Company Acct # 1021 Cherokee County Clerk	Contingency	Recovery
		26	ID / Eliminate Line 620-429-8045 Rarely Used or Place Line on Measured Service	\$ 37.88	
		27	Eliminate Non-Published Charge on lines 620-429-8005, 620-429-8006, 620-429-8043, 620-429-8044, 620-429-8045, 620-429-8046 and 620-429-8048 at \$0.50 per line	\$ 3.50	
		28	Eliminate Multi-Business Local Accs Line Charge on lines 620-429-1042, 620-429-8005 and 620-429-8006 at \$19.25 per line	\$ 57.75	
		29	ID Need to Have Main Line 620-429-2042 Plus 5 Lines in Hunt at \$37.88 each		
		30	Eliminate Platinum Plan Charge on lines 620-429-1042, 620-429-2042, 620-429-8043, 620-429-8044 and 620-429-8046 at \$5.95 per line	\$ 29.75	
		31	Place Long Distance on a Corporate Plan / Alternative Carrier to Eliminate Full Minute Billing	\$ 18.00	
		32	Place Local Services Under Corporate Plan	\$ 76.00	
		33	Place Fish & Game Modem Lines 620-429-8005 and 620-429-8006 on Measured Service	\$ 32.00	

Section I

Allied Business Solutions

Recommendations for Savings

Local, Long Distance and Data Services

Cherokee County

Client Initials

Accepted	Declined	#	Columbus Telephone Company Acct # 2230 Cherokee County Commissioners / Human Resources	Contingency	Recovery
		34	Eliminate Non-Published Charges on lines 620-429-1591, 620-429-8047 and 620-429-8845 at \$0.50 per line	\$ 1.50	
		35	Eliminate Multi-Business Local Accs Line Charge on line 620-429-1591	\$ 19.25	
		36	ID / Eliminate Call Waiting on line 620-429-3256	\$ 0.99	
		37	Eliminate Platinum Plan Charge on lines 620-429-1591, 620-429-3256 and 620-429-8845 at \$5.95 per line	\$ 17.85	
		38	Place Long Distance on a Corporate Plan / Alternative Carrier to Eliminate Full Minute Billing	\$ 14.00	
		39	Place Local Services Under Corporate Plan	\$ 28.00	

Accepted	Declined	#	Columbus Telephone Company Acct # 1904 Cherokee County Computer Prog	Contingency	Recovery
		40	ID / Eliminate RNA 620-429-2931	\$ 37.88	
		41	ID / Eliminate RNA 620-429-2932	\$ 32.91	
		42	Eliminate Platinum Plan Charge on lines 620-429-2931 and 620-429-2932 at \$5.95 per line	\$ 11.90	
		43	ID / Eliminate Internet / Web Access Charges		
		44	If Needed Place Local, Long Distance and Internet Under Corporate Plan / Alternative Carrier	\$ 27.00	

Accepted	Declined	#	Columbus Telephone Company Acct # 2293 Cherokee County Noxious Weed Dept	Contingency	Recovery
		45	ID / Eliminate 620-429-3321	\$ 31.88	
		46	If Needed Place Under Measured Services and Corporate Plan	\$ 15.00	
		47	Eliminate Platinum Plan Charge on line 620-429-3321	\$ 5.95	
		48	ID / Eliminate Internet / Web Access Charges	\$ 57.00	
		49	If Needed Place Under Corporate Plan / Alternative Carrier	\$ 14.00	

Section I

Allied Business Solutions
Recommendations for Savings
Local, Long Distance and Data Services

Cherokee County

Client Initials

Accepted	Declined	#	Columbus Telephone Company Acct # 0831 Cherokee County Janitor / Maintenance	Contingency	Recovery
		50	Place lines 620-429-1451, 620-429-4708 and 620-429-4709 on Measured Services	\$ 15.00	
		51	Eliminate Non-Published Charges on line 620-429-1451, 620-429-4708 and 620-429-4709 at \$0.50 per line	\$ 1.50	
		52	Eliminate Access Recovery Charge Multi Business Charge on line 620-429-1451	\$ 1.00	
		53	ID / Eliminate Maintenance Office line 620-429-1844	\$ 33.87	
		54	If Needed Place line 620-429-1844 on Measured Service	\$ 15.00	
		55	ID / Eliminate Need for Two Separate Alarm Lines 620-429-4708 and 620-429-4709 or Place on Measured Service	\$ 18.00	
		56	Eliminate Multi-Business Local Accs Line Charge on lines 620-429-4708 and 620-429-4709 at \$19.25 per line	\$ 38.50	
		57	Eliminate Platinum Plan Charge on line 620-429-1844	\$ 5.95	
		58	ID / Eliminate Business Preferred CATV Package for Maintenance Office	\$ 43.75	
		59	Place Local and Long Distance Services Under Corporate Plan / Alternative Carrier	\$ 19.00	

Accepted	Declined	#	Columbus Telephone Company Acct # 0358 Cherokee County Register of Deeds	Contingency	Recovery
		60	Eliminate Access Recovery Charge Multi Business on lines 620-429-1362, 620-429-3776 and 620-429-3777 at \$1.00 per line	\$ 3.00	\$ 6.00
		61	Eliminate Non-Published Charge on line 620-429-1362	\$ 0.50	
		62	Eliminate Platinum Plan Charge on line 620-429-3777	\$ 5.95	
		63	Place Long Distance on a Corporate Plan / Alternative Carrier to Eliminate Full Minute Billing	\$ 18.00	
		64	Place Local Services Under Corporate Plan / Alternative Carrier	\$ 19.00	

Section I

Allied Business Solutions

Recommendations for Savings

Local, Long Distance and Data Services

Cherokee County

Client Initials

Accepted	Declined	#	Columbus Telephone Company Acct # 2963 Cherokee County Law Enforcement	Contingency	Recovery
		65	Eliminate Access Recovery Charge Multi Business on lines 620-429-1207, 620-429-1453 and 620-429-1454 at \$1.00 per line	\$ 3.00	\$ 18.00
		66	ID / Eliminate RNA 620-429-1453	\$ 33.41	
		67	ID / Eliminate RNA 620-429-2592	\$ 33.41	
		68	ID / Eliminate RNA 620-429-3561	\$ 32.88	
		69	ID / Eliminate Non-Published Charges on lines 620-429-1207, 620-429-1453, 620-429-1454, 620-429-2592, 620-429-3561, 620-429-3938, 620-429-4335, 620-429-4495, 620-429-4911, 620-429-4912 and 620-429-8868 at \$0.50 per line	\$ 5.50	
		70	Eliminate Multi-Business Local Accs Line Charge on 6 lines at \$19.25 per line	\$ 115.50	
		71	How Many Fax Lines does Law Enforcement Have?		
		72	Eliminate Platinum Plan Charge on lines 620-429-1207, 620-429-1453, 620-429-1454, 620-429-3561, 620-429-3897, 620-429-3938, 620-429-3992, 620-429-4335, 620-429-4911, 620-429-4912 and 620-429-8868 at \$5.95 per line	\$ 65.45	
		73	Place Long Distance on a Corporate Plan / Alternative Carrier to Eliminate Full Minute Billing	\$ 220.00	
		74	ID / Eliminate Internet 16MB	\$ 186.30	
		75	ID / Eliminate Preferred CATV Package	\$ 54.99	
		76	If Needed Place Under Corporate Plan	\$ 48.20	
		77	Place Local Services Under Corporate Plan / Alternative Carrier	\$ 70.00	

Accepted	Declined	#	Columbus Telephone Company Acct # 0844 Cherokee County Emergency Prep	Contingency	Recovery
		78	ID / Eliminate Call Forwarding and Three Way Calling on line 620-429-1857	\$ 1.98	
		79	Eliminate Non-Published Charge on line 620-429-1858	\$ 0.50	
		80	Eliminate Access Recovery Charge Multi Business on line 620-429-1858	\$ 1.00	
		81	Eliminate Multi Business Local Accs on line 620-429-1858	\$ 19.25	
		82	Eliminate Platinum Plan Charge on lines 620-429-1857 and 620-429-1858 at \$5.95 per line	\$ 11.90	
		83	Place Long Distance on a Corporate Plan / Alternative Carrier to Eliminate Full Minute Billing	\$ 15.00	
		84	Place Local Services Under Corporate Plan / Alternative Carrier	\$ 13.50	

Section I

Allied Business Solutions
Recommendations for Savings
Local, Long Distance and Data Services

Cherokee County

Client Initials

Accepted	Declined	#	Columbus Telephone Company Acct # 2816 Cherokee County Treasurer	Contingency	Recovery
		85	ID / Eliminate RNA 620-429-4284	\$ 37.88	
		86	Eliminate Access Recovery Charge Multi Business on lines 620-429-2256, 620-429-2418, 620-429-3848, 620-429-4284, 620-429-4850, 620-429-4851 and 620-429-4852 at \$1.00 per line	\$ 7.00	
		87	Eliminate Multi Business Local Accs on line 620-429-2256	\$ 19.25	
		88	Eliminate Non-Published Charge on lines 620-429-2256, 620-429-4284, 620-429-4850, 620-429-4851, 620-429-4852, 620-429-4853, 620-429-4854, 620-429-4855, 620-429-4858 and 620-429-4860 at \$0.50 per line	\$ 5.00	
		89	Confirm the need for 11 lines at \$37.88 each		
		90	Eliminate Platinum Plan Charge on lines 620-429-2256, 620-429-2418, 620-429-3848, 620-429-4284, 620-429-4850, 620-429-4851, 620-429-4852, 620-429-4853, 620-429-4854, 620-429-4855, 620-429-4858 and 620-429-4860 at \$5.95 per line	\$ 71.40	
		91	Place Long Distance on a Corporate Plan / Alternative Carrier to Eliminate Full Minute Billing	\$ 75.00	
		92	Place Local Services Under Corporate Plan / Alternative Carrier	\$ 84.00	
TOTAL				\$ 2,868.38	\$ 119.70

Note: Consider DID Direct Inward Dialing Phone System Eliminate Centrex.

Section I

Allied Business Solutions

Recommendations for Savings

Cellular Service

Cherokee County

Client Initials

Accepted	Declined	#	US Cellular Acct 848429832 Emergency Mgmt	Contingency	Recovery
		93	ID/Eliminate State/County Taxes	\$ 1.92	\$ 11.52

Accepted	Declined	#	US Cellular Acct 558976541 District Court	Contingency	Recovery
		94	ID/Eliminate Insurance on Line 620-674-1357	\$ 5.95	

Accepted	Declined	#	US Cellular Acct 940171315 District Atty	Contingency	Recovery
		95	ID/Eliminate State/County Taxes	\$ 8.81	\$ 52.56
		96	ID/Eliminate Insurance on Line 620-249-9193	\$ 5.95	

Accepted	Declined	#	US Cellular Acct 845134387 Cherokee Co Highway Dept	Contingency	Recovery
		97	ID/Eliminate Insurance on Line 620-762-3178	\$ 5.95	

Accepted	Declined	#	US Cellular Acct 940202915 Cherokee Co Sheriff	Contingency	Recovery
		98	ID/Eliminate State/County Taxes	\$ 0.14	\$ 0.84

Accepted	Declined	#	US Cellular Acct 558972402 Cherokee Co Health Dept	Contingency	Recovery
		99	ID/Eliminate State/County Taxes	\$ 14.32	\$ 85.92

Accepted	Declined	#	Verizon Acct 986487568 Cherokee Co Sheriff's Office	Contingency	Recovery
		100	ID/Eliminate State/County Taxes	\$ 0.15	\$ 0.90

TOTAL	\$ 43.19	\$ 151.74
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Section II

Allied Business Solutions

Recommendations for Savings Summary

Cherokee County

<u>Section</u>	<u>Service</u>	<u>Contingency</u>	<u>Recovery</u>
I.	Local, Long Distance and Data	\$2,868.38	\$119.70
II.	Cellular	<u>\$43.19</u>	<u>\$151.74</u>
TOTAL SAVINGS		<u>\$2,911.57</u>	<u>\$271.44</u>
TOTAL ANNUAL SAVINGS		<u>\$34,938.84</u>	
PERCENTAGE OF SAVINGS		43.73%	

** Savings for Taxes and Surcharges will be calculated when implemented **

A. Billable Savings

Client understands savings amounts listed herein are estimated amounts and actual savings will be determined when implemented. Client agrees Allied will also receive payment per original terms of contract for any additional savings realized as a result of the recommendations being implemented. Additional work outside the scope of the recommendations will be invoiced to Client as Contingency, Projects or Recoveries. Project fees are based on \$120.00 / hour.

Client Initials

B. Accepted/Declined Recommendations

Client understands by initialing they have agreed to the accepted/declined recommendations.

Client Initials

C. Electronic Mail Management

Option A: Vendor to send all telecom bills directly to Allied monthly for review then Allied will email to Client.

Client Initials

Option B: Client to send all telecom bills to Allied monthly for review.

Client Initials

Option C: Client to send all telecom bills to Allied quarterly for review.

Client Initials

D. Allied Monthly Invoicing

Option A: Allied to mail invoice to Client.

Client Initials

Option B: Allied to email invoice to Client.

email address: _____

Client Initials

If you have any invoicing requirements such as a breakdown by location please specify below.

(Published in the official county newspaper on the 13th day
March, 2013)

RESOLUTION NO. 6 - 2013

A RESOLUTION CREATING A FIRE DISTRICT THAT SHALL BE
COMPRISED OF ALL OF LOLA TOWNSHIP IN CHEROKEE COUNTY,
KANSAS.

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

WHEREAS, the County in the form of its duly elected governing body has
the authority under K.S.A. § 19-3601 to organize one or more fire districts, and;

WHEREAS, it is advisable in the public interest that a district be organized
in the entire Lola Township located in Cherokee County for the protection of lives
and property from the hazards of fire that should be designated as "Fire District
No. 1, County of Cherokee, Kansas"; and,

WHEREAS, pursuant to K.S.A. §19-3602, a hearing to consider the
adoption of a final resolution making a final determination of the proposal to
organize such district was held before the Board of County Commissioners of
Cherokee County, Kansas, on the 11th day of March, 2013, at 11:00 a.m.

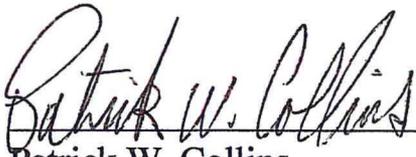
WHEREAS, the Board of County Commissioners of Cherokee County,
Kansas, meeting in regular session, this 11th day of March, 2013, does hereby
resolve as follows:

Section 1. Lola Township Fire District Formation. The following fire
district is hereby organized in the entire Lola Township located in Cherokee
County, Kansas, for the protection of lives and property from the hazards of fire
that shall be designated as "Fire District No. 1, County of Cherokee, Kansas". The
attached map depicting the proposed fire district is attached hereto and
incorporated by reference as though fully set forth herein.

Section 2. 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.

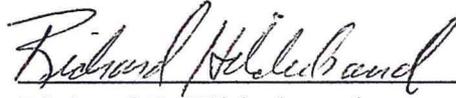
Section 3. Publication. This resolution shall be published once in the official county newspaper.

Adopted this 11th day of March, 2013, by the BOARD OF COMMISSIONERS OF CHEROKEE COUNTY, KANSAS.



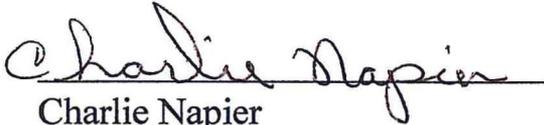
Patrick W. Collins

County Commissioner



Richard J. Hilderbrand

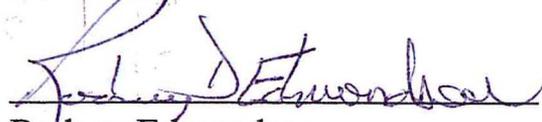
County Commissioner



Charlie Napier

County Commissioner

ATTEST:



Rodney Edmondson

County Clerk

Resolution No. 6 - 2013

Prepared by:

Kevin Cure, Attorney

CONTRACT FOR SALE OF REAL ESTATE

This Contract made and entered into this 11th day of March, 2013, by and between **O'Brien Rock Company, Inc.**, (hereinafter called "Seller") and **Cherokee County**, (hereinafter called "Buyer")

WITNESSETH:

1. Seller agrees to sell and convey title to Buyer as hereinafter set forth the following described real estate, to-wit:

LOTS SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11) AND TWELVE (12) IN BLOCK TWO (2) AND LOTS SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11) AND TWELVE (12) IN BLOCK THREE (3), ALL IN CREWSON'S ADDITION TO THE CITY OF COLUMBUS, CHEROKEE COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF. ALSO DESCRIBED AS: BEGINNING AT A POINT IN THE SOUTH BOUNDARY LINE OF SAID SECTION 13, TOWNSHIP 33, RANGE 23 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CHEROKEE COUNTY, KANSAS, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, A DISTANCE OF 1,654.31 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE WEST A DISTANCE OF 179 FEET TO THE EAST BOUNDARY LINE OF THE RIGHT-OF-WAY OF THE ST. LOUIS-SAN FRANCISCO RAILROAD COMPANY; THENCE NORTH ALONG SAID EAST BOUNDARY LINE OF SAID RIGHT-OF-WAY OF SAID ST. LOUIS-SAN FRANCISCO RAILROAD COMPANY A DISTANCE OF 875 FEET MORE OR LESS; THENCE EAST A DISTANCE OF 183 FEET; THENCE SOUTH A DISTANCE OF 875 FEET TO A POINT OF BEGINNING, EXCEPT ANY RAILROAD RIGHT-OF-WAY.

(Property address: 403 E. County, Columbus, Kansas);

together with all the improvements thereon and appurtenances thereto belonging.

2. Buyer agree to purchase the aforesaid real estate and pay for the same as hereinafter provided. The price of Sixty-Five Thousand Dollars (\$65,000.00) is to be paid as follows, to-wit: the sum of \$5,000.00 as earnest money and the sum of \$60,000.00 to be paid by

Buyer to Seller at the time of closing. Seller shall pay all real estate taxes and assessments upon the subject real estate herein that have accrued through the end of 2012. Buyer shall pay the following expenses: deed recording fees, title search fees, title policy fees.

3. Seller shall convey title to said real estate to Buyer, free of all encumbrances, except easements, reservations and restrictions of record, by a general warranty deed which shall be executed upon the execution of this Contract and deposited with Kevin Cure. The parties acknowledge that Kevin Cure has served as counsel herein to Buyer only as has not served as counsel or rendered advice to Seller.

4. All money paid shall be delivered to Seller hereunder. The earnest money shall be placed by Seller in a separate bank account the proceeds of which shall not be commingled with any other proceeds. Upon full performance by Seller and Buyer, or upon Seller not returning the earnest money, aforesated, in the event that Seller can not provide marketable title, the aforesated deed shall be recorded. This transaction shall be closed on or before the 1st day of April, 2013, and possession shall be delivered at the time of closing. In the event that Buyer determines to initiate legal proceedings to establish the marketability of title, then the above closing date established above shall be automatically extended to include a reasonable period of time necessary to conclude such proceedings.

5. Seller shall promptly furnish a standard owners' policy of title insurance to Buyer which will insure Buyer against loss or damage to the extent of the purchase price by reason of defects in Seller's title to said real estate, subject to the above exceptions. Such owners' policy shall be conclusive evidence of marketable title in Seller, subject only to the aforesaid exceptions; provided, however, that in the event Seller furnishes title insurance, Seller shall deliver a signed commitment for said title insurance policy from a title company authorized to do business in Kansas for examination by Buyer, in which event, the Seller shall deliver the owners' title policy to Buyer promptly after closing. Upon receipt of said title insurance

commitment, Buyer shall have a reasonable time, not to exceed 5 days, to examine the same and to return it to Seller with any written objections relative to the marketability of the title. Any objections not so furnished shall be deemed to be waived by the Buyer. If valid objections are made to the marketability of the title as aforesaid, Seller shall have a reasonable time to satisfy any valid objections to the title and make the title marketable. If legal proceedings are necessary, and if in buyer's sole discretion, shall At buyer's sole option, in Buyer's sole discretion, shall determine such proceedings shall be initiated, then such proceedings shall be begun promptly and diligently prosecuted to completion with the full assistance and cooperation of Seller, including that Seller shall execute any pleadings necessary to be filed in a court of law to secure marketable title, provided that Buyer shall pay the cost thereof. In the event Seller is unable to furnish marketable title as herein provided, this contract shall become null and void, and thereupon the escrow agent shall return to the Buyer all monies paid by them and to the Seller, the deed, and any other documents shall be returned to the party who deposited the same with the escrow agent, whereupon all parties shall be released from further liability hereunder.

6. Seller along with title commitment or abstract shall furnish Buyer an affidavit executed by Seller setting forth the name, address and telephone number of each person, firm, corporation, or other legal entity that has furnished labor, materials or equipment for repair, replacement or improvement of the subject property within the four (4) months next preceding the date to which Seller has abstract extended or the date of title commitment. Proof that full payment of the same shall have been made or sufficient lien waivers executed by such potential claimants shall be provided on or before closing.

7. Taxes and assessments related to the subject property herein for 2012 and all preceding years shall be paid by Seller and the current year's taxes and assessments shall be prorated as of the date of closing. Buyer shall pay taxes and assessments for 2013.

8. Seller shall not sell, assign or transfer this Contract or any interest under it or any interest in or to said property, without first obtaining the written consent of Buyer.

9. In the event Buyer fails to comply with any of the terms of this Contract then this Contract shall, at the option of Seller, become immediately null and void, whereupon all rights of Buyer hereunder shall end and all monies paid hereunder, if any, shall be retained by Seller as rents and as liquidated damages for the said nonperformance and Seller shall be entitled to retain possession of said real estate and upon said election all parties shall be released from further liability hereunder. If Seller does not exercise his option to terminate this Contract as aforesaid, Seller may pursue such other rights as they may have and shall be entitled to whatever other legal or equitable remedies are available to him.

11. Time is made of the essence of this Contract, and this Contract shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

12. Neither party shall be responsible for a survey.

13. This agreement shall be construed, interpreted and enforced in accordance with the laws of the state of Kansas.

14. It is agreed and understood by the parties that this agreement contains the entire agreement between the parties and supersedes all prior written and oral agreements and understandings related to the subject matter hereof; that no representations, agreements, or promises not set forth herein have been made; and that the promises, covenants and conditions contained herein are the sole and only consideration for the execution of this agreement.

15. Each of the parties represents that the terms of this agreement have been completely read and that those terms are fully understood and voluntarily accepted.

16. This agreement may be modified or amended only by an instrument in writing executed by all of the parties to this agreement.

17. The parties hereby agree that in the event any part of this agreement shall be declared illegal, invalid or void, such declaration shall not affect the validity of any of the other terms or provisions of this document.

18. The parties agree that this agreement is not intended to benefit and should not be read to inure to the benefit of any individual, corporation or entity other than Louis O'Brien.

19. This agreement may be simultaneously executed in any number of counterparts and all such counterparts executed and delivered, each as an original, so constitute but one and the same agreement. A copy of the signature or a facsimile signature shall be treated the same as an original for all purposes. This agreement shall be dated upon its first page as of the date of the last signature thereto.

20. Buyer, may at its sole option, cause an environmental consultant to commence and complete an environmental assessment within five (5) days after the date of this Agreement, and shall deliver to Buyer, within three (3) days of its completion, a written report prepared by the environmental consultant setting forth the results of the environmental assessment. Buyer shall have three (3) days after receipt of such report to review the report and either: (1) waive any objections to the environmental matters set forth in the report, or (2) terminate the agreement. If Buyer fails to terminate the Agreement within the three (3)-day period, Buyer is deemed to accept the report. Seller is under no obligation to correct the environmental problem objected to by Buyer or to pay for the cost of the environmental assessment. If Buyer elects to terminate, notice of termination shall be in writing and delivered to Seller.

IN WITNESS WHEREOF, the parties have signed their names as of the day written below.

SELLER:

Louis O'Brien

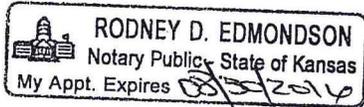
Louis O'Brien, in his capacity
As President of O'Brien Rock
Company

State of Kansas)

) ss:

County of Cherokee)

Executed before me, the undersigned Notary Public, this 11th
day of March, 2013, by Louis O'Brien.



Rodney Edmondson

Notary Public

BUYER:

Patrick W. Collins

Patrick W. Collins
County Commissioner

Richard J. Hilderbrand

Richard J. Hilderbrand
County Commissioner

Charlie Napier

Charlie Napier
County Commissioner

ATTEST:

Rodney Edmondson

Rodney Edmondson
County Clerk of Cherokee County,
Kansas

Prepared by:

Kevin Cure, Attorney