

MINUTES FOR MARCH 28, 2011
COLUMBUS, KANSAS, CHEROKEE COUNTY
OFFICE OF THE COUNTY CLERK
CRYSTAL L. GATEWOOD

The Cherokee County Commissioners met March 28, 2011. Commissioners Collins, Garner, and Hilderbrand were present. The Pledge of Allegiance was said by all. Commissioner Hilderbrand made a motion to approve the amended minutes as presented by County Clerk Gatewood for March 21, 2011; his motion was seconded by Commissioner Collins with Commissioners Garner, Collins, and Hilderbrand voting in favor. Commissioners Garner, Collins, and Hilderbrand, and County Clerk Crystal Gatewood signed off on the approved meeting minutes.

OTHER BUSINESS

Road and Bridge Supervisor Leonard Vanatta and Gene Langerot updated the commission on general road, bridge, and county maintenance. The County Lot employees held a safety meeting early in the morning, put on by Empire District, and it went well. The commissioners discussed grades of rock and asphalt, bids will be sent out in April 2011. They were informed by a representative from FABICK that the road graders the county ordered should be here in July.

The County Treasurer brought in the sales tax report from the state and it is attached to the minutes.

The commission agreed to continue with AS-400 service from Service Elite for another year with Commissioner Garner signing off on the documentation.

The Cherokee County Appraiser let the commission know the county valuation notices for property were going out next week.

Commissioner Garner signed off on the NSP Grant for the home on 424 Delaware in Columbus, Kansas, and also on the inspection report for the property.

MOTIONS MADE BY COMMISSION

Commissioner Hilderbrand made a motion to pass **Resolution No. 5-2011**, which states:

The Board of County Commissioners of Cherokee County, Kansas has authority under the Kansas Municipal Group-Funded Pool Act, K.S.A, 12-2616, et seq., as amended, the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., as amended, to participate in and form a county self-insurance pool for workers compensation coverage; and

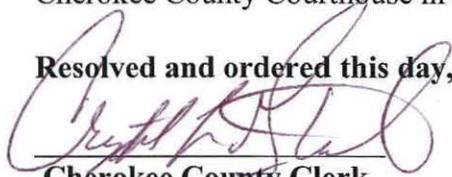
Whereas, the Board has reviewed an agreement to cooperate with other counties for the operation of such a self-insurance pool entitled "Amended and Restated, Effective November 15, 2010 BYLAWS AND INTERLOCAL COOPERATIVE AGREEMENT FOR THE KANSAS WORKERS RISK COOPERATIVE FOR COUNTIES" (Agreement), a copy of which is attached hereto and incorporated by reference into this resolution.

His motion was seconded by Commissioner Collins; with Commissioners Collins, Hilderbrand, and Garner voting in favor. Commissioners Garner, Collins, and Hilderbrand, and Cherokee County Clerk Crystal Gatewood signed off on the approved resolution. A copy of Resolution No. 5-2011 is attached to the minutes and available in the County Clerk's Office.

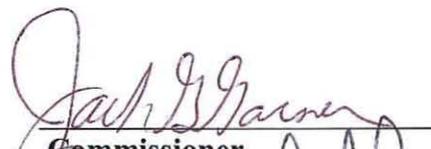
ADJOURNMENT

Commissioner Garner made a motion to adjourn at 11:30 AM; his motion was seconded by Commissioner Hilderbrand with Commissioners Garner, Collins, and Hilderbrand voting in favor. The next Cherokee County Commission meeting will be held April 4, 2011 at 9:00 AM in the Cherokee County Courthouse in Columbus, Kansas.

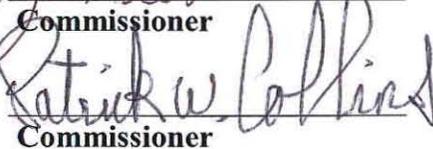
Resolved and ordered this day, April 4, 2011.



Cherokee County Clerk



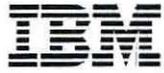
Commissioner



Commissioner



Commissioner



Schedule for ServiceElite Acquired from an IBM Business Partner

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us).

Name and Address of Customer:

CHEROKEE COUNTY TREASURER
100 W MAPLE ST
COLUMBUS KS 66725-1704

Customer Billing Address:

ARROW ENTERPRISE COMPUTING SO
MARTY REYNOLDS
6675 PARKLAND BLVD
ACCOUNTS PAYABLE
SOLOH OH 44139-4345

Business Partner Name and Address:

ARROW ENTERPRISE COMPUTING SO
4400 WEST 96TH ST
INDIANAPOLIS IN 46268-2912

Master Services Attachment Number: MA34S9Q

Statement of Work Number: AV328Y

Change Authorization Number:

Customer Number: 01210333

Schedule Number:

Revised Schedule:

Schedule Effective Date:

ASPID Number:

AV328Y

No

03/02/2011

06861724

Transaction Contract Period:

Start Date: 05/03/2011

End Date: 05/02/2012

Renewal Contract Period: 1 Year(s)

COPY

The Parties need not to sign this Schedule, unless either of us requests it.

Agreed to:

CHEROKEE COUNTY TREASURER

By: Josh Garner

Authorized signature

Name (type or print): JOSH GARNER

Date: 5-28-2011

Agreed to:

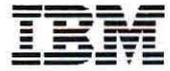
International Business Machines Corporation

By: _____

Authorized signature

Name (type or print): _____

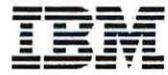
Date: _____



Schedule for ServiceElite Acquired from an IBM Business Partner

--Eligible Machine Description-- A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date.

Specified Location	Mfgr	Mach Type	Mod	Order/ Serial	Related Order/ Serial	Qty	Type of Repair ²	Maintenance Service ³
01210333 100 W MAPLE ST	IBM	9406	520	00001E78F		1	B	1



Schedule for ServiceElite Acquired from an IBM Business Partner

Customer Technical Contact Name (if applicable):

-----Eligible Machine Description-----

Mach Type	Mod	Serial/ Order Number	Support Service	Product Group / Service Option	Qty.
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Specified Location 01210333

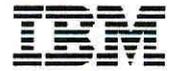
City, State: COLUMBUS KS 66725-1704

SWMA FOR IBM i

SOFTWARE MAINTENANCE
P05
CHARGEABLE PROCESSORS
FULL SHIFT

9406 520 00001E78F

1



Schedule for ServiceElite Acquired from an IBM Business Partner

Legends:

²TYPE OF REPAIR SERVICE:

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
This type of repair service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.
This type of repair service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

³MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Service Upgrade
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

IBM Statement of Work for ServiceElite

Both of us agree to add the following Services as part of our ServiceElite contract.

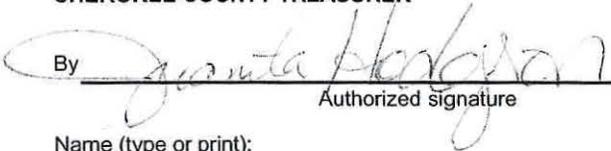
This 1) Statement of Work, 2) its applicable Transaction Documents (e.g. Attachments, Schedules, and Change Authorizations), and 3) the IBM Customer Agreement (or an equivalent agreement in effect between us) comprise the complete agreement regarding the Services described in this Statement of Work and its applicable Transaction Documents and replace any prior oral or written communications between Customer and IBM. Each party accepts the terms of this Statement of Work by signing this Statement of Work by hand or, where recognized by law, electronically.

As used in this Statement of Work, "you" and "your" refer to the Enterprise identified below.

Agreed to:
CHEROKEE COUNTY TREASURER

Agreed to:
International Business Machines Corporation

By


Authorized signature

By

Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Enterprise Number: 01210333

Reference Attachment number: MA34S9Q

Enterprise address:

Statement of Work number: AV328Y

100 W MAPLE ST
COLUMBUS KS 66725-1704

IBM address:

IBM CORPORATION
7100 HIGHLAND PARKWAY
SMYRNA, GA 30082

MANATRON, INC.
Corporate Headquarters

510 East Milham Avenue
Portage, MI 49002
(866) 471-2900 Phone
(269) 567-2930 Fax

SALES ORDER # KS031511CHT
Issue Date: 3/15/2011
Sales Rep: Sonny Sagar



a division of MANATRON

InfiniTec

1007 West 27th Street
Hays, Kansas 67601
(800) 832-8246 Phone
(785) 625-3153 Fax

SHIP TO:

Customer: Cherokee County Treasurer
Address: 110 West Maple
City/State/Zip: Columbus, KS 66725
Attention: Juanita Hodgson
Email: cktreas@columbus-ks.com
Phone #: 620 429 3848

BILL TO:

Quantity	Part #	Description	Unit Price	Total	Annual Maintenance	Maintenance Description
1	Support Net	IBM SWMA & HWMA on i5	\$ 3,006.48	\$ 3,006.48		
		9406-520 SN # 1E78F		\$ -		
		Date: 5/3/2011 to 5/2/2012		\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
Prices shown do NOT include S&H, and services fees shown are estimates.						
TOTAL PRICE(S)				\$ 3,006.48	\$ -	

ANY APPLICABLE TAXES WILL BE ADDED TO THE TOTAL UPON INVOICING.

Professional Services and Training will be billed as used at the then-current rate plus travel, meals, and expenses.

(a) Manatron Full Service Extension of manufacturer warranty. Subject to annual increases.

(b) Manufacturer Warranty only.

(c) Manatron System Software Support - System software support includes toll-free telephone assistance and remote diagnostic support.

All other System software upgrade costs are the Customer's responsibility. All support fees are subject to annual increases.

All returns require prior Manatron approval and manufacturer acceptance.

TAXES: Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, the Hardware, and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

DISCLAIMER: Customer acknowledges that they are under contract with Manatron or a wholly owned subsidiary of Manatron for the acquisition of certain products and agrees to be bound by the terms and conditions of such contract and further agrees to include ordering additional products under any existing Service Agreement. CUSTOMER EXPRESSLY AGREES TO ASSUME ALL RESPONSIBILITIES FOR ENSURING THAT CUSTOMER'S SYSTEM IS PROPERLY CONFIGURED TO ACCEPT THE EQUIPMENT ORDERED ABOVE, HAVING DETERMINED THE POSSIBLE NEED FOR THE CORRECT SOFTWARE USER LICENSES, ADDITIONAL CABLES, ADAPTER PORTS, ETC.

If for some reason payment is not received, Customer is responsible for any cancellation penalties or re-stocking fees incurred by Manatron from the manufacturer(s) and for any services provided. Any additional items needed or required after delivery of the equipment ordered above will be charged to Customer accordingly. Any additional services needed will be billed separately as used. Installation will be billed as used on a time-and-materials basis plus travel, meals, and expenses.

THE PRICING INCLUDED IN THIS SALES ORDER WILL EXPIRE THIRTY (30) DAYS FROM THE DATE OF ISSUE.

Authorized Customer Signature

3/28/2011
Date Signed

Sonny Sagar
Authorized Manatron Signature

3/15/2011
Date Signed

Sales tax Payments from State of Kansas

<u>Date</u>	<u>Local Comp</u>	<u>Local Retail</u>	<u>Jail Salestax</u>	<u>Total Salestax</u>
January 2011	\$ 19,496.72	\$ 69,041.81	\$ 44,269.26	\$ 132,807.79
February 2011	\$ 21,044.24	\$ 73,990.89	\$ 47,517.57	\$ 142,552.70
March 2011	\$ 22,717.13	\$ 83,717.13	\$ 53,287.21	\$ 159,721.47
April 2011	\$ -	\$ -	\$ -	\$ -
May 2011	\$ -	\$ -	\$ -	\$ -
June 2011	\$ -	\$ -	\$ -	\$ -
July 2011	\$ -	\$ -	\$ -	\$ -
August 2011	\$ -	\$ -	\$ -	\$ -
September 2011	\$ -	\$ -	\$ -	\$ -
October 2011	\$ -	\$ -	\$ -	\$ -
November 2011	\$ -	\$ -	\$ -	\$ -
December 2011	\$ -	\$ -	\$ -	\$ -
	<u>\$ 63,258.09</u>	<u>\$ 226,749.83</u>	<u>\$ 145,074.04</u>	<u>\$ 435,081.96</u>

<u>Date</u>	<u>Local Comp</u>	<u>Local Retail</u>	<u>Jail Salestax</u>	<u>Total Salestax</u>
January 2010	\$ 16,361.57	\$ 66,214.27	\$ 41,287.92	\$ 123,863.76
February 2010	\$ 19,065.09	\$ 79,322.38	\$ 49,193.74	\$ 147,581.21
March 2010	\$ 26,779.61	\$ 86,243.76	\$ 56,511.69	\$ 169,535.06
April 2010	\$ 20,414.17	\$ 76,199.35	\$ 48,306.77	\$ 144,920.29
May 2010	\$ 32,887.05	\$ 81,799.08	\$ 57,343.07	\$ 172,029.20
June 2010	\$ 22,626.72	\$ 70,022.49	\$ 46,324.61	\$ 138,973.82
July 2010	\$ 23,721.98	\$ 67,913.02	\$ 45,817.50	\$ 137,452.50
August 2010	\$ 27,647.62	\$ 78,863.92	\$ 53,255.77	\$ 159,767.31
September 2010	\$ 17,063.45	\$ 75,480.85	\$ 46,272.15	\$ 138,816.45
October 2010	\$ 21,308.43	\$ 77,283.41	\$ 49,295.91	\$ 147,887.75
November 2010	\$ 18,497.09	\$ 64,083.47	\$ 41,290.28	\$ 123,870.84
December 2010	\$ 24,223.91	\$ 72,452.85	\$ 48,338.39	\$ 145,015.15
	<u>\$ 270,596.69</u>	<u>\$ 895,878.85</u>	<u>\$ 583,237.80</u>	<u>\$ 1,749,713.34</u>

<u>Date</u>	<u>Local Comp</u>	<u>Local Retail</u>	<u>Jail Salestax</u>	<u>Total Salestax</u>
January 2009	\$ 29,705.26	\$ 77,462.60	\$ 53,583.93	\$ 160,751.79
February 2009	\$ 20,125.24	\$ 82,925.13	\$ 51,525.19	\$ 154,575.56
March 2009	\$ 21,181.22	\$ 88,751.71	\$ 54,966.47	\$ 164,899.40
April 2009	\$ 21,323.33	\$ 60,223.78	\$ 40,773.55	\$ 122,320.66
May 2009	\$ 22,636.87	\$ 75,939.56	\$ 49,288.22	\$ 147,864.65
June 2009	\$ 22,585.59	\$ 50,200.07	\$ 36,392.83	\$ 109,178.49
July 2009	\$ 48,340.82	\$ 19,782.20	\$ 76,899.45	\$ 145,022.47
August 2009	\$ 25,396.97	\$ 73,387.47	\$ 49,392.23	\$ 148,176.67
September 2009	\$ 21,540.39	\$ 76,136.95	\$ 48,838.68	\$ 146,516.02
October 2009	\$ 24,261.76	\$ 75,761.89	\$ 50,011.82	\$ 150,035.47
November 2009	\$ 19,837.90	\$ 73,452.09	\$ 46,644.99	\$ 139,934.98
December 2009	\$ 17,709.71	\$ 74,196.98	\$ 45,953.34	\$ 137,860.03
	<u>\$ 294,645.06</u>	<u>\$ 828,220.43</u>	<u>\$ 604,270.70</u>	<u>\$ 1,727,136.19</u>