

MINUTES FOR OCTOBER 27, 2014
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Chairman Hilderbrand called the regular session of the Cherokee County Board of Commissioners (The Board), to order and led all in attendance in the Pledge of Allegiance at 9:00 AM on Monday, October 27, 2014 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Richard Hilderbrand, Charles Napier, Pat Collins, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt, Jordan Zabel, and Machel Smith

Commissioner Hilderbrand presented a request from the Kansas Association of Counties for Cherokee County to subscribe to a Kansas County Compensation Study. The annual cost to counties is \$175 and KAC will seek a third-party contractor to organize the study.

A motion was made by Commissioner Collins to approve \$175 to KAC for a 2015 County Compensation Survey. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Napier to approve the Minutes of the October 20, 2014 BOCC Meeting as written. The motion was seconded by Commissioner Hilderbrand. The motion carried with Commissioner Collins voting yes on the second half and abstaining on the first half.

Leonard Vanatta - County Road Supervisor
Gene Langerot - County Lot Supervisor

They appeared before the Board on routine county business.

Commissioner Hilderbrand reminded them of the meeting at ATEC Steel in Baxter Springs tomorrow at 2:00 PM regarding the widening of the access on 5th St. in Baxter Springs.

Commissioner Hilderbrand presented a request from the Quapaw Tribe of Oklahoma for Cherokee County to transfer a portion of State Line Road in Kansas near the Tri State Corner Markers to the Tribe. The Board asked Leonard to research the road and report back.

Leonard stated that Empire District Electric is wanting to fill in the ditch near the old post office in Riverton for increased access to their property. Leonard is opposed due to the potential flooding risks from heavy rains due to lack of proper drainage. He has an alternate plan and will visit with Empire. The Board agreed with his concerns.

A motion was made by Commissioner Collins to enter an Executive Session with the Board, Gene Langerot, and Leonard Vanatta for the purpose of Non/Elected Personnel for a period of 10 minutes. The motion was seconded by Commissioner Napier. The motion carried 3-0 at 9:23 AM.

The meeting reconvened at 9:33 AM.

No action was taken as a result of the Executive Session.

R11

Nick Saporito - Columbus Telephone

He presented a maintenance agreement for the new telephone system that was installed in the courthouse last year. Everything initially purchased is covered under the agreement. The cost of the agreement is \$1,000 due on November 1, 2014 then \$300 per month during the term of the agreement. The agreement would expire on December 30, 2015. The Board took it under advisement.

Rodney Edmondson - County Clerk

He presented a letter and a copy of Ordinance 1329 from the City of Oswego regarding a recent annexation of property into their city limits. The property is located at the Oswego Municipal Airport in Cherokee County. The Ordinance was passed on October 15, 2014.

Edmondson informed the Board that his staff had certified 504 signatures on the Petition for Grand Jury last Tuesday and forwarded such to the Clerk of the District Court. Judge Lynch issued his order earlier this morning. He presented an Order to Empanel Grand Jury from the District Court, issued by Presiding Judge Oliver Kent Lynch. The jury will be empaneled within 60 days.

Jerry Messer - Citizen

He appeared before the Board regarding the Stippville Community Center and Schoolhouse. The building has been condemned by KDOT for right of way in the K-7 Highway Project. He stated that this school was the first school in Kansas built as a tornado shelter. He would like to see it replaced with a new storm shelter. Emergency Preparedness Director Jason Allison stated that it appears that the State of Kansas is prepared to give money for such a project, but they need a plan and a group to oversee the project. Commissioner Napier stated that he would like to see a shelter in that area. Commissioner Collins suggested that Mr. Messer hold a public meeting and elect a new committee to negotiate with the State for a shelter.

The Board recessed at 11:10 AM to reconvene at 11:30 AM in the District Courtroom.

Public Hearing - Cherokee County Solid Waste Management Plan

Chairman Hilderbrand opened the Public Hearing at 11:30 AM.

The public hearing is required at least every five years on the county Solid Waste Management Plan and proposed revisions.

County Counselor Nathan Coleman provided an update on the proposed waste disposal agreement from Allied. He has another conference call next week with their general counsel to resolve his concerns.

Commissioner Hilderbrand stated that under the proposed agreement the rates would stay the same for any entity in Cherokee County. It provides a 10 year extension, providing services until 2018, then the opportunity for another 10 year extension at that time.

R4

Carl Hayes, Solid Waste Advisory Committee Chairman, provided a summary of how the Advisory Committee works. There are currently 10 members on the committee, but he is hoping to increase that number.

Several citizens stated that they would like to see the committee meet as soon as possible and to consider additions to the plan to address some concerns about proper disposal of some waste materials. They feel that a list of changes should be prioritized and submit the most important ones as changes to the plan very soon. Carl stated that the committee could meet, approve amendments to the plan, and then submit them to KDHE for approval. Commissioner Hilderbrand asked Carl to submit a list of changes to the plan to the Board as soon as possible, no later than December 29, 2014.

Commissioner Hilderbrand presented Resolution 19-2014 for consideration. The resolution adopts the review and revision of the Cherokee County Solid Waste Management Plan.

A motion was made by Commissioner Hilderbrand to adopt Resolution 19-2014. The motion was seconded by Commissioner Napier. The motion carried 3-0.

Commissioner Hilderbrand closed the Public Hearing at 12:05 PM.

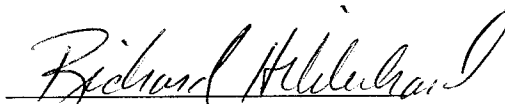
Commissioner Hilderbrand made a motion to adjourn until the next regularly scheduled meeting set for November 3rd, 2014 at 9:00 AM. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes at 12:07 PM.

ATTEST: Resolved and ordered this day, November 3, 2014


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

CHEROKEE COUNTY

RESOLUTION NUMBER 19-2014

A RESOLUTION ADOPTING THE REVIEW AND REVISION OF CHEROKEE COUNTY SOLID WASTE MANAGEMENT PLAN.

WHEREAS, The Southeast Kansas Solid Waste Authority (SEKSWA) Solid Waste Management Plan, and the Solid Waste Management Plans of Allen, Bourbon, Cherokee, Crawford, Labette, Neosho, Wilson, and Woodson Counties contained therein, were approved by the Kansas Department of Health and Environment on March 28, 1996; and,

WHEREAS, K.A.R. 28-29-80 requires that the Solid Waste Management Plan be reviewed annually and the county commission submit the review to the Department of Health and Environment; and,

WHEREAS, K.A.R. 28-29-81 requires that the Solid Waste Management Plans be reviewed and revised by the Solid Waste Management Committee within five years of the original Solid Waste Management Plan approval date or within five years of the previous five-year review approval date, whichever is more recent, and the county commission or Solid Waste Management Committee submit that review to the Department of Health and Environment; and,

WHEREAS, K.A.R. 28-29-78 requires the Solid Waste Management Committee develop a new Solid Waste Management plan if a region dissolves; and,

WHEREAS, K.A.R. 28-29-82 requires a Solid Waste Management Committee revise the Solid Waste Management Plan if the availability of waste collection services within the planning area has been reduced or expanded for some or all waste generators and that revision be submitted to the Department of Health and Environment for consideration; and,

WHEREAS, the State Plan was completed on December 2, 1996, the SEKSWA Solid Waste Management Plan, and the Solid Waste Management Plans of Allen, Bourbon, Cherokee, Crawford, Labette, Neosho, Wilson, and Woodson Counties contained therein must be reviewed no later than December 2, 1997 and annually thereafter; and,

WHEREAS, the Governing Body of the SEKSWOA has previously submitted to the Secretary of the Kansas Department of Health and Environment a NOTICE OF REVIEW AND REVISION OF SOLID WASTE MANAGEMENT PLANS, as adopted by the Governing Bodies of Allen, Bourbon, Cherokee, Crawford, Labette, Neosho, Wilson and Woodson Counties, in compliance with the Solid Waste Management Plan review requirements of K.S.A. 28-29-82 to be effective December 2, 1997; and,

WHEREAS, there are no official land-use planning agencies within the area covered by the Solid Waste Management Plan.”

WHEREAS, CHEROKEE COUNTY has subsequently reviewed the Solid Waste Management Plan that was in effect for the county and SEKSWOA on December 2, 1997 and revised the plan through completion of the five-year worksheet for the following reasons:

- The SEKSWOA has recently dissolved;
- An annual review is timely;
- A five-year review is timely;
- A Municipal solid Waste collection dumpster (<20 yd³) for county residents has been installed at B-3 C&D Landfill.

WHEREAS, K.A.R. 28-29-81(b) and K.S.A. 65-3405 require the county commission hold a public hearing at least every five years on the county or regional solid waste management plan, including review of projected solid waste management practices and needs for a 10-year planning period; and,

WHEREAS, a public hearing was held on October 27, 2014 with notice published in the Cherokee County News Advocate on October 8, 2014 regarding the Solid Waste Management Committee's five-year review and proposed revisions to the Solid Waste Management Plan.

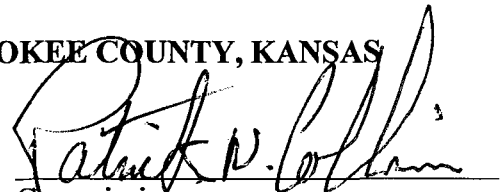
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF CHEROKEE COUNTY, that the governing body adopts the Solid Waste Management Committee's review and revision of the Solid Waste management plan.

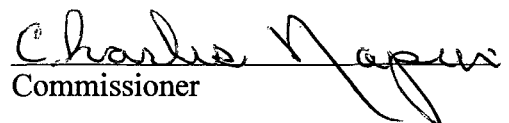
BE IT FURTHER RESOLVED, the revised Solid Waste Management plan will be submitted to the Kansas Department of Health and Environment by the county commission or by the Solid Waste Management Committee.

BE IT FURTHER RESOLVED, the county commission shall ensure that the approved revisions of the Solid Waste Management Plan are incorporated in public copies of the plan maintained in accordance with K.A.R. 28-29-77.

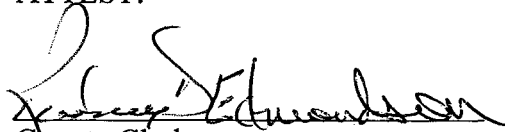
BE IT FURTHER RESOLVED, in accordance with K.A.R. 28-29-80, the Solid Waste Management Committee will conduct the next annual review of the Solid Waste Management Plan by October 2015.

ADOPTED BY THE GOVERNING BODY OF CHEROKEE COUNTY, KANSAS
October 27, 2014.


Commissioner


Commissioner

ATTEST:


County Clerk


Commissioner



KANSAS
ASSOCIATION OF
COUNTIES

October 20, 2014

To: County Clerks
County Human Resource Directors
Boards of County Commissioners/Supervisors

From: Randall Allen, KAC Executive Director

A handwritten signature in black ink that reads "Randall Allen".

We live and work in challenging times. No one knows this more than all of you who are so deeply involved in preparing and adopting county budgets. You know first-hand the competition for scarce resources among many worthwhile programs and services. You also know that it is important to compensate county employees adequately and equitably. Only a few years ago, the KAC (through a third-party contractor) conducted an **annual** compensation survey of 60+ positions common to county governments. We collected, tabulated, and reported salary, wage, and employee benefit cost data from cooperating counties. The most recent study of this nature was conducted in 2009, just as our economy was reeling from the Great Recession beginning in 2008.

Several county members have asked the KAC to resume a comprehensive annual compensation survey process, preferring to report data **once** than to respond to various, separate surveys of counties across the state throughout the year. Frankly, responding to a multitude of compensation surveys from other counties is extremely time consuming. So, the idea has emerged that the KAC should sponsor an annual comprehensive compensation (i.e. salaries, wages, and employee benefits) survey that can suffice for most all comparative analyses.

The KAC's capacity to undertake a comprehensive annual compensation study depends on our ability to engage a third-party contractor to organize the study (*on the advice and counsel of county clerks and human resource directors who work with and understand the data on a daily basis*), which in turn is dependent on knowing how many counties are committed to participating. Such a project will require resources, and therein lies the dilemma as we need to know how many counties will participate, if asked. To get this important work moving so that counties have the necessary data on which to base sound compensation decisions, the KAC is moving forward as follows:

1. We have prepared and are mailing invoices of \$175.00 to all 105 counties, representing the annualized cost to each subscriber for the KAC to engage the services of a compensation consultant to design and implement an annual survey process of 60+ positions common to county government, acquire such data

through an online data entry process, and report such data to participating counties through a password-protected section on the KAC's website (www.kansascounties.org);

2. We have established a deadline of **December 12, 2014** for the receipt of funds for this purpose. In other words, if your county wants to participate in providing your compensation data and in accessing the compensation data, you need to remit \$175 as invoiced, no later than December 12, 2014.
3. Based on the response to this letter, the KAC will entertain proposals from third-party organizations to undertake the survey work (including survey design, dissemination, follow-up, quality review, analysis, and reporting) based on the funds available from counties subscribing to this service.
4. The \$175 fee is for the 2015 compensation survey which will commence just as soon as we know the breadth of interest among our member counties. Afterward, we will review survey costs to determine how future survey processes should be fairly priced.
5. Obviously, the entire survey process will depend on the willingness and ability of each county to respond by posting its data on a secure website. We are asking for your county's participation in reporting the essential data. This will help all counties to serve as better employers and service providers.
6. Finally, we commit to providing periodic reports on the status of the compensation survey so that all counties are informed of the process. In other words, we are organizing this work for the benefit of all subscribers to this process and system. To be effective, we need not only your initial contribution (\$175) but also the commitment from your county to report the data.

Summary:

Scarcely anything in running an organization with people involved is more controversial than compensation. How much elected and appointed officials are paid is one reflection of how much they are valued. Knowing how your county compares to other counties without having to initiate a survey process of your own can save time. For this reason (*and due to strong interest from our members*), we are moving forward to re-start this important service. Your immediate feedback will tell us if we are on track (or mostly on track). If your feedback suggests that we need to make changes to the process in future years, we will adapt. Meanwhile, we thank you for considering this option and ask you to respond in a timely manner. And, if you have questions or suggestions, please contact me (allen@kansascounties.org)

Enclosure: (1) Invoice for annual subscription, Kansas County Compensation Study (\$175)

QUAPAW TRIBE OF OKLAHOMA

P.O. Box 765
Quapaw, OK 74363-0765

(918) 542-1853
FAX (918) 542-4694

October 7, 2014

Cherokee County Commissioners
Cherokee County Court House
Columbus, Kansas

Dear Commissioners,

The Quapaw Tribe respectfully requests that the Cherokee County Commissioners consider the transfer of that portion of State Line Road in Kansas, which lies adjacent to the portion of State Line Road, which the tribe received from Newton County in August 2008 (see description attached). The Tribe would honor the same restrictions placed on the portion of road that Newton County had conveyed to the Tribe. Those restrictions were that the name, always remain State Line Road and the road shall always be open and available for use by the public free of charge.


The Quapaw Tribe would be responsible for all the necessary repairs and general maintenance to the road in the future. We would enhance the overall drivability and appearance of the roadway.

In addition, should the county transfer the land, Downstream Casino Resort would be making improvements to the area around the two State Line Markers that will greatly enhance the visitors experience at the Tri State Corner Markers.

The Quapaw Tribe owns all lands on either side of the road and that one half of the current road, which we received from Newton County. We believe this will benefit the traveling public's access to the markers and relieve the county from their responsibility of maintaining the existing road.

Should the county agree to the transfer of this land we would assume all expenses with the transfer.

Thank you for your consideration of this request.



John L. Berrey,
Chairman
Quapaw Tribe

\$36.00

Newton County
Commission



Image# 003446480005 Type: LAN
Recorded: 08/14/2008 at 01:28:46 PM
Total Amt: \$36.00 Page 1 of 5
Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2008-00006473

BK 357 PG 6446



WARRANTY DEED

THIS INDENTURE, Made on the 14th day of August, 2008, by and between the County of Newton, State of Missouri, Grantor, and the Quapaw Tribe of Oklahoma (O-Gah-Pah), a federally recognized Indian Tribe, Grantee. (Mailing address of first named Grantee is P.O. Box 765, Quapaw, Oklahoma 74363.)

WITNESSETH, that said party of the first part, in consideration of the sum of ONE DOLLAR, and other valuable consideration, to be paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, **GRANT, BARGAIN, SELL, CONVEY AND CONFIRM**, unto the said party of the second part, its agents and assigns, the following described lots, tracts or parcels of land, lying, being and situated in the County of Newton, State of Missouri, to wit:

LEGAL DESCRIPTION

ALL THAT PART OF STATELINE LYING SOUTH OF THE MISSOURI ROUTE 166 RIGHT-OF-WAY AS SHOWN ON THE MISSOURI DEPARTMENT OF TRANSPORTATION PLANS FOR PROJECT F-436(1) AS SAID STATELINE ROAD CROSSES THE SOUTHWEST FRACTIONAL

**QUARTER OF SECTION 2, TOWNSHIP 26 NORTH, RANGE 34 WEST,
NEWTON COUNTY, MISSOURI, SUBJECT TO ANY EXISTING
EASEMENTS OR RESTRICTIONS OF RECORD; and**

**ALL THAT PART OF STATELINE ROAD LYING NORTH OF MISSOURI
ROUTE 266 (NOW INTERSTATE 44) RIGHT-OF-WAY AS SHOWN ON
THE MISSOURI DEPARTMENT OF TRANSPORTATION PLANS FOR
PROJECT IN-FI-432(3) AS SAID STATELINE ROAD CROSSES THE
NORTHWEST FRACTIONAL QUARTER OF SECTION 11, TOWNSHIP 26
NORTH RANGE 34 WEST, NEWTON COUNTY, MISSOURI. SUBJECT TO
ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD**

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereof belonging, or in any way appertaining, unto the said party of the second part, and unto its agents and assigns forever; the said County of Newton, State of Missouri, party of the first part, hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim with the exception that the name of the road always remain State Line Road and shall always be open and available for use by the public free of charge and that they will warrant and defend the title to the said premises unto the said party of the second part and unto its agents and assigns forever, against the law claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal

on this 14th day of August, 2008.

Jerry Carter
JERRY CARTER, for NEWTON COUNTY,
MISSOURI
(GRANTOR)

STATE OF MISSOURI)
COUNTY OF NEWTON)^{SS}

On this 14 day of AUGUST, A.D. 2008, before me personally appeared Jerry Carter, Presiding Commissioner of Newton County, Missouri, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in NEOSHO, Missouri the day and year first above written.

My term expires:

Kelly J. Thogmartin
Notary Public-Notary Seal
State of Missouri, Newton County,
Commission 06360717
My Commission Expires July 7, 2012

Kelly J. Thogmartin
Notary Public

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal

on this 14th day of August, 2008.

Jerry Black
JERRY BLACK, for NEWTON COUNTY,
MISSOURI
(GRANTOR)

STATE OF MISSOURI)

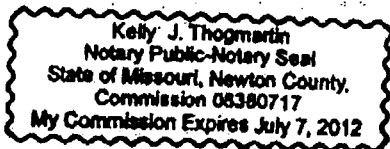
COUNTY OF NEWTON)^{ss}

On this 14 day of AUGUST, A.D. 2008, before me personally appeared Jerry Black, Commissioner of Newton County, Missouri, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in NEOSHO, Missouri the day and year first above written.

My term expires:

Kelly J. Thogmartin
Notary Public



IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal

on this 14th day of August, 2008.

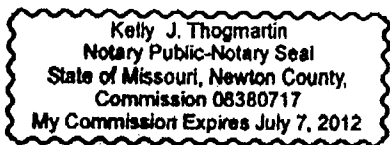
Jack Sanders
JACK SANDERS, for NEWTON COUNTY,
MISSOURI
(GRANTOR)

STATE OF MISSOURI)
COUNTY OF NEWTON)^{SS}

On this 14 day of AUGUST, A.D. 2008, before me personally appeared Jack Sanders, Commissioner of Newton County, Missouri, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in NEOSHO, Missouri the day and year first above written.

My term expires:



Kelly J. Thogmartin
Notary Public



703 Fifth Street
PO Box 210
Oswego, KS 67356
Phone (620) 795-4433

Fax: 620-795-4873 ~ Email: cityinfo@oswegoks.com ~ Website: www.oswegokansas.com

October 22, 2014

Cherokee Co Register of Deeds
PO Box 228
Columbus, KS 66725

Register of Deeds Office,

Enclosed is an ordinance that the City of Oswego passed October 15, 2014, which annexes property into the city limits. The property is located at the Oswego Municipal Airport which is in Cherokee County. Since the annexation has caused a boundary change we wanted to make your office aware of that change.

Thank you and please feel free to contact me at the City Office at 620/795-4433 or by email at rcochran@oswegoks.com if you have any questions or need additional information.

Sincerely,

Renee Cochran
Deputy City Clerk

Enclosures

ORDINANCE NO. 1329

AN ORDINANCE ANNEXING LAND TO THE CITY OF OSWEGO, KANSAS, THE UNPLATTED LAND DESCRIBED HEREIN, WHICH LAND IS OWNED BY THE CITY OF OSWEGO.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OSWEGO, KANSAS:

SECTION 1. That the unplatted land, which is owned by the City of Oswego, known as the Oswego Municipal Airport, is described as follows, to-wit:

A tract of land located in a portion of the Northwest Quarter of Section 19, Township 33 South, Range 22 East, Cherokee County, Kansas, being more particularly described as follows:

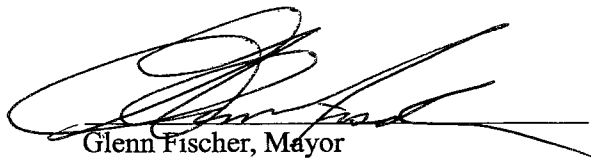
Commencing at the Northeast corner of the Northwest Quarter; thence S 87 degrees 40'24" West, along the North line of the Northwest Quarter, a distance of 608.92' (609 feet deed) to the Northwest corner of a tract of land described in Deed Book 169 at Page 425 for the point of beginning; thence following the lines of said tract; South 02 degrees 22'04" East, a distance of 263.90 feet (South 264 feet-deed); thence N 87 degrees 40'24" E (East-deed), a distance of 359 feet; thence S 02 degrees 22'58" E (South-deed), a distance of 1043.33 feet' thence leaving the aforementioned deed line, S87 degrees 40'24" W, parallel to the North line of the Northwest Quarter, a distance of 404.28 feet: thence N 02 degrees 22'04" W, a distance of 1307.23 feet to a point on the North line of the Northwest Quarter; thence N 87 degrees 40'24" E, along said North line a distance of 45 feet to the point of beginning. Containing 9.95 acres, more or less, including those portions used for county road right-of-way purposes. Cherokee County, Kansas


SECTION 2. The Governing Body finds that pursuant to KS.A. 12-520(a)(2) that the land is owned by the City of Oswego and that pursuant to KS.A. 12-520(a) no resolution, notice or public hearing is required for the annexation of land owned by or held in trust for the city or any agency thereof.

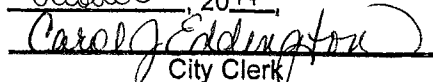
SECTION 3. The above described land is hereby annexed into and made a part of the corporate limits of the City of Oswego, Kansas.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official City paper.

Approved by the Governing Body of the City of Oswego, this 15th day of October, 2014.


Glenn Fischer, Mayor


Carol J. Eddington, City Clerk

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that it was passed the 15th day of October, 2014. The document was published in the Labette Avenue on the 22nd day of October, 2014.

City Clerk



PHONE SYSTEM MAINTENANCE AGREEMENT

The following terms and conditions apply to this Phone System Maintenance Agreement between Fiber Communications of Columbus LLC ("FCC"), a wholly-owned subsidiary of Columbus Telephone Company and Cherokee County Court House ("Customer") dated November 1, 2014 ("Agreement").

1. **Equipment Covered by Agreement.** The equipment covered by this Agreement is identified in Schedule 1 attached to this Agreement and incorporated herein by reference ("Equipment"). The Equipment is located at 833 S. East Ave., Columbus, Kansas, 66725.
2. **Term of Agreement.** The term of this Agreement is from November 1, 2013, to December 30, 2015.
3. **Price for Service.** Customer shall pay FCC one-thousand dollars (\$1,000.00) on November 1, 2014, and three hundred dollars (\$300) per month during the term of this Agreement. The monthly payments shall be made by Customer to FCC by the tenth day of each month, beginning on November 1, 2013. If Customer fails to make any payment on time, FCC shall have the right to terminate this Agreement, provided that Customer shall still be liable to FCC for any unpaid amounts under this Agreement.
4. **Covered Services.** This Agreement covers the following services:
 - (a) Services are available Monday through Friday, 8 a.m. to 5 p.m.
 - (b) Subject to the Force Majeure provision, FCC shall respond to any service call within two (2) hours.
 - (c) All service calls to check faulty Equipment are covered by this Agreement.
 - (d) All repairs on faulty Equipment covered by this Agreement, including circuit cards, phones and other electronic devices installed and identified in Schedule 1.
 - (e) Replacement of all parts of the Equipment which are beyond economical repair.
 - (f) Labor costs.
 - (g) Loaner equipment, if necessary, until Equipment is repaired or replaced.
 - (h) Programming of station features, voice mail boxes, speed dial, minor Equipment moves at location (excluding the cost of additional cables or wiring or electrical).
 - (i) Remote diagnostics.
 - (j) Time changes.

(k) Basic remote changes.

(l) Call-in technical support.

5. **Items Not Covered by Agreement.** This Agreement does not cover the following items:

(a) Equipment that has been damaged as a result of casualty loss, liquid or moisture, misuse of Equipment, environmental damage, weather related damages including lightening, or abuse of Equipment.

(b) Any labor or parts required to expand or move the Equipment.

(c) All major restructuring or reprogramming of the Equipment.

(d) Problems caused by electrical or carrier service issues or issues related to service providers connected to equipment.

(e) Any Force Majeure event that damages the Equipment.

(f) Electrical work external to the Equipment.

(g) Software upgrades.

(h) Maintenance of accessories, attachments, machines, features or devices other than the Equipment.

(i) Service which FCC deems to be technically impractical for its representatives to render because of alternations made to the Equipment either without the express written consent of FCC or by any other person not authorized by FCC to perform the work.

(j) Any parts that are consumables such as batteries, bulbs and any other wear items that are subject to failure as a result of normal wear and tear.

Any work performed by FCC on items not covered by Agreement shall first be approved by the Customer and FCC shall perform such work using either its standard hourly rate for labor, or rate approved by both FCC and Customer under a separate work order.

6. **Limitation of Liability.** FCC will not be responsible to Customer for consequential, exemplary, punitive or incidental damages (including without limitation loss of profit or employee's time) regardless of the reason. In no event shall the liability and/or obligations of FCC under this Agreement, other than for the cost incurred by FCC relating to the Covered Services, exceed the total price paid by the Customer under this Agreement.

7. **Force Majeure.** Neither party will be liable to the other for delays in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies and terrorists, national, state or local emergencies, strikes, floods, earthquakes, inability to secure materials or transportation, acts of God, nature or governmental authorities.

8. **No Warranties.** There are no express or implied warranties, including implied warranties of merchantability and fitness for a particular purpose with respect to this Agreement or the services or any component or part or repair furnished or provided under this Agreement.

9. **Taxes and Late Payment.** In addition to the price paid under this Agreement, the Customer shall be responsible for the payment of any taxes relating to the services provided herein. If payment is not made on or before

the due date, the Customer will be liable to FCC for interest on the unpaid amount of 12% per month on the unpaid balance commencing on the payment due date and ending on the date payment is received by FCC.

10. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and of their successors and their respective successors and assigns. In the event the Customer assigns this Agreement or any portion thereof to a subsidiary or affiliate, Customer shall guarantee payment of all monies due to FCC under this Agreement. This Agreement cannot be assigned by the Customer to any unaffiliated party without the prior written consent of FCC.

11. **Access to Equipment.** In order to perform services hereunder, Customer shall provide CC and its representatives full access to the Equipment (which may require a remote internet connection) and provide at no charge for FCC's use, all facilities such as working space, electricity and local telephone.

12. **Replaced Components and Parts.** All exchanged components, parts and materials shall upon their removal from the Equipment shall become the property of FCC.

13. **Miscellaneous Provisions.**

(a) If any provision of this Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, this Agreement and the remaining provisions shall continue in full force and effect.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to conflicts of law provisions thereof.

(c) Both FCC and the Customer shall comply with all laws applicable to the Equipment and this Agreement.

(d) The Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further the Customer represents and agrees that this Agreement sets forth the complete and exclusive statement of the agreement including the governing terms and conditions between the parties as it relates to the maintenance of the Equipment, which shall prevail over and supersede all proposals or previous offers or agreements relating to the maintenance of the Equipment.

(e) Any claim or dispute arising out of or relating to this Agreement shall be resolved by an arbitrator, with any hearing to the arbitrator held in Columbus, Kansas.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

FIBER COMMUNICATIONS OF COLUMBUS LLC

By:  _____

CHEROKEE COUNTY COURT HOUSE

By: _____

DESCRIPTION OF EQUIPMENT

Covered by Phone System Maintenance Agreement dated November 1, 2014
between Fiber Communications of Columbus LLC and Cherokee County.

LOCATION: Cherokee County Court House
110 W Maple St.
Columbus, Kansas 66725

- (1) NEC SV 8100 Server
- (1) Internal voicemail system with 16 ports
- (1) PRI Card (23 digital channels for business lines)
- (1) Analog port card (8 ports)
- (3) CD-16DLCA
- (50) Black 32 button (Desi-less) LCD digital speakerphones
- (1) UPS Battery Backup

Equipment maintenance is subject to parts availability from original manufacturer, FCC reserves the right to repair, replace, or credit prorated unused maintenance, at its option, for discontinued or obsolete products and parts covered under this maintenance agreement. Maintenance coverage excludes failures due to casualty loss or abuse.

FILED

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IN THE DISTRICT COURT OF THE ~~CHEROKEE COUNTY, KANSAS~~ DISTRICT COURT
CHEROKEE COUNTY KS.
DIVISION TWO

In the Matter of the
Grand Jury Petition
Filed October 16, 2014

Case No. 14-MR-102

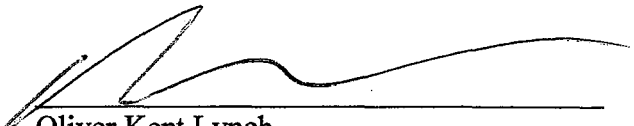
ORDER TO EMPANEL GRAND JURY

Now on this 27th day of October, 2014, comes before the court a Petition to empanel a grand jury filed October 16, 2014 pursuant to K.S.A. 2013 Supp. 22-3001(c). The Petition has been transmitted to the County Clerk who has certified that it bears the signatures of 504 qualified electors of the County.

The court finds that the number of signatures of qualified electors required by said statute is 225. The 504 signatures on the Petition clearly exceed that number.

The court further finds that the Petition is in proper form.

It is therefore Ordered that the Clerk of the District Court shall summons 200 prospective jurors from whom a grand jury shall be empaneled.


Oliver Kent Lynch
Presiding Judge

* While K.S.A. 2013 Supp. 22-3001(c) directs that this determination be made by the judges of the District Court, District Magistrate Judge Bill W. Lyerla has recused from these proceedings and has not participated in this ruling.

FILED

IN THE DISTRICT COURT OF THE CHEROKEE COUNTY, KANSAS
DIVISION TWO

14 OCT 27 09 12
CLERK OF DISTRICT COURT
CHEROKEE COUNTY KS.

BY _____

**In the Matter of the
Grand Jury Petition
Filed October 16, 2014**

Case No. 14-MR-102

PROTECTIVE ORDER

The Court has considered the nature and extent of the secrecy which is required in Grand Jury proceedings pursuant to Kansas law. After giving this issue due consideration and after balancing the respective interests which are involved, the Court hereby enters this Protective Order. The purpose of this Order is to protect the Grand Jurors; to protect the integrity and dignity of the Grand Jury proceedings; to protect the witnesses; to protect innocent members of the public and, to protect the public's right to obtain information which is not required by law to be secret.

In Kansas, K.S.A. 22-3012 governs the secrecy of Grand Jury proceedings and the disclosure of information. Other than disclosures made to the Prosecuting Attorney for the use in the performance of his official duties, a juror, attorney, interpreter, reporter or typist who transcribes the recorded testimony is not permitted to "disclose matters occurring before the grand jury except, upon court order" and in limited circumstances. *Id.* Likewise, the Court may "direct that an indictment shall be kept secret until the defendant is in custody or has given bail. . . ." *Id.*

The United States Supreme Court has held that "the proper functioning of our grand jury system depends upon the secrecy of grand jury proceedings." *Douglas Oil Co. v. Petrol Stops*

Northwest, 441 U.S. 211, 218 (1979). Some of the vital interests which are protected by the requirement of secrecy include: (1) preserving the willingness and candor of witnesses called before the Grand Jury; (2) not alerting the target of an investigation who might otherwise flee, intimidate witnesses and/or harass the Grand Jurors; and (3) preserving the rights of a citizen who is exonerated by the grand jury. 441 U.S. at 219. Thus, in order to protect the integrity of the grand jury system, courts “have consistently stood ready to defend [grand jury secrecy] against unwarranted intrusion. In the absence of a clear indication in a statute. . .[the Court] must always be reluctant to conclude that a breach of secrecy has been authorized.” *United States v. Sells Engineering, Inc.*, 463 U.S. 418, 425 (1983) (citing *Illinois v. Abbott & Associates, Inc.*, 460 U.S. 557, 572-573 (1983)).

“Despite the fact that news gathering may be hampered, the press is regularly excluded from grand jury proceedings.” *Brangburg v. Hayes*, 408 U.S. 665, 684-685 (1972). Furthermore, the United States Supreme Court has gone so far as to describe Grand Jury secrecy as “indispensable” to the administration of justice. *United States v. Johnson*, 319 U.S. 503, 513 (1943). Thus, it is clear that the Grand Jury occupies “a high place as an instrument of justice in our system of criminal law – so much so that it is enshrined in the Constitution.” *Sells*, 463 U.S. at 418 (1983) (Citing *Pittsburgh Plate Glass Co. v. United States*, 360 U.S. 395, 399 (1959) and *Costello v. United States*, 350 U.S. 359, 361-362 (1956)).


THEREFORE, in light of this historical legal background, the Court hereby enters the following orders:

1. The file herein is sealed until further order of the court, with the exception of this order and the Order to Empanel Grand Jury.

2. Since the privacy and safety of the Grand Jurors is of paramount importance to the Court, no juror shall be photographed, named or identified in any other way absent an order of the Court;
3. No interviewing of the Grand Jurors shall be allowed absent an order of the Court;
4. Media representatives shall not make reports to their news agencies from the Cherokee County Courthouse regarding Grand Jury proceedings on any day in which the Grand Jury is in session absent an order of the Court;
5. Unless specifically authorized by the Court to do so, no person shall be permitted to enter the Grand Jury room on any day in which the Grand Jury is in session;
6. Any and all requests for modification and/or interpretation of the provisions of this Order shall be directed to the Judge of Division 2 and/or to the Chief Judge;
7. This Order shall remain in effect until further notice of the Court; and
8. The provisions of this Order shall be enforced by the District Court and/or by Officers of the Cherokee County Sheriff's Department.

IT IS SO ORDERED.

Entered on this 27th day of October, 2014 by


Oliver Kent Lynch
Presiding Judge

Cherokee County Board of County Commissioners

Public Attendance Log: October 27, 2014

Printed Name	Phone Number	Address	Company or Organization
Jim Tunnell	620-848-9852	4236 SE 51 ST DR Galena, KS	
Jordan Zabel			CNA
Jerry Messer	674-1550		
Nick Separto	429-3132	224 S Kansas Ave	Columbus Telepho
Nick Bowers	429-3132	224 S Kansas	Columbus Telepho
Doug Moske	429-3018	1949 Bassett Ln Galena	Citizen
Marion Morgan	674-2200	525 N. Sunset	
Jan W...	670-245-8336	3245 S.E. Overton	
Bryant Burnett	620-719-7072	211 W 7 th Galena	USEPA
Carl Hayes	620-429-3087		CK Co HEALTH DEPT
Kath Lamb	417-627-7272	117 E 4th St Joplin	Joplin Globe
Susan Drenna	620-389-2347	9255 S.E. Wyandotte Rd ^{Galena, KS}	Citizen
Janet Kipon	620-389-2566	8027 SE Messer Rd ^{Galena, KS}	Citizen
Mariann Jackson	918-619-0086	7566 SE Eagle Ln ^{Overton, KS}	Citizen

Cherokee County Board of County Commissioners

Public Attendance Log: October 27, 2014

Printed Name	Phone Number	Address	Company or Organization
Jesse Jackson JR	918-617-1002	7566 SE Eagle Ln, Riverton KS	
Tommy Bailey	620-849-8555	7790 SP Lost Lake Rd, Galena, KS	
Jill Fichter		5736 SE Quaker Riverton	
Angela Rae Feldkamp	620-848-9890	5251 SE Hwy 69 Alt. Galena, KS	
KRISTA PERCE	620 384-2288	822 SE Hwy 69 Crestline KS	
Don & Cindy Imwong	6	211 S. Main St, Galena KS 66739	
Richard Mallatt Jr.	620-848-3846	6336 SE 60th St, Riverton, KS	
Connie B. Shaw	"	" " " " "	
Richard & Marilyn Swann	620-848-3095	7523 SE Eagle Lane, Riverton, KS	
Jerry Messer	674-1550		
Lane Johnson	674-2180		
BRIAN CASWELL	620-674-2018	2900 RIVERSIDE DR, BAXTER STGS KS	
Joseph E Maghe	620-848-4017	5358 SE 60th St, Galena, KS 66739	