

MINUTES FOR NOVEMBER 23, 2015
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Chairman Napier 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, November 23, 2015 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Charles Napier, Pat Collins, Robert Myers, and County Clerk Rodney Edmondson were present.

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

A motion was made by Commissioner Myers to approve the Minutes of the BOCC Meeting for November 16, 2015 as written. The motion was seconded by Commissioner Collins. The motion carried 3-0.

A motion was made by Commissioner Myers to approve the Lease Agreement with Jeff Scott for the flood buyout property on Watermelon Lane. The motion was seconded by Commissioner Collins. The motion carried 3-0.

A motion was made by Commissioner Myers that we begin posting the Accounts Payables records on the County website. The motion was seconded by Commissioner Napier. The motion carried 2-1 with Commissioner Collins voting no.

Mary Burgan - B-3 Construction

She appeared before the Board seeking the approval to permit the remainder of their land for C&D landfill use. Currently 35 of their 152 acres is permitted. They are not asking to change anything other than the size of the permit area. A copy will be given to Carl Hayes and the Solid Waste Committee. The Board will consult with counsel and get back with her.

Leonard Vanatta - County Road Supervisor

He appeared before the Board on routine county road business.

Gerald Messer - Stipville Community Center

He appeared before the Board along with Jason Allison, regarding the Stipville School that is being torn down for the K-7 Highway Project. It is used as a storm shelter and they would like a new one built back in place of the old one. There is a court hearing on December 4th and he would like the Board to have a representative present. The Board will have counsel review the issue.

A motion was made by Commissioner Napier to recess for 20 minutes. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 9:53 AM.

The meeting reconvened at 10:13 AM.

A motion was made by Commissioner Collins to enter an Executive Session with the Board for the purpose of Non/Elected Personnel for a period of 20 minutes. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 10:15 AM.

The meeting reconvened at 10:35 AM.

No action taken during the Executive Session.

Nathan Coleman - County Counselor


He appeared before the Board regarding legal matters concerning Cherokee County.

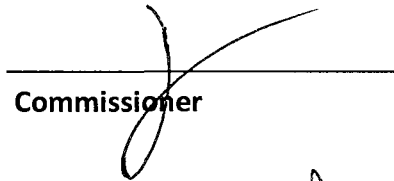
Commissioner Myers asked Mr. Coleman to look into the legalities of the open public record issue concerning county information on private cell phones if they are used for county business and stipend is received by the owner.

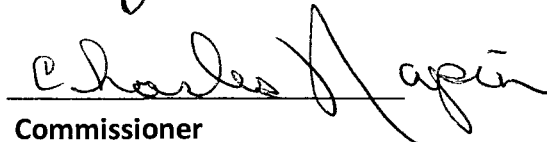
Mr. Coleman will look into the Stipville School issue raised by Gerald Messer and will attend the hearing on December 4, 2015.

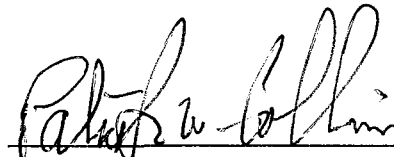
Commissioner Myers made a motion to adjourn until the next regular meeting set for Monday, November 30, 2015 at 9:00 AM. The motion was seconded by Commissioner Collins. The motion carried 3-0 at 11:15 AM.

ATTEST: Resolved and ordered this 30th day of November, 2015


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

Cherokee County Commissioners
Cherokee County Courthouse
Columbus, KS 66725

November 2, 2015

Ms Cindy Lane
Executive Director, SEK-AAA
P.O. Box "J"
Chanute, KS 66720

RE: Regarding Non-payment by SEK-AAA of \$900 for meal distribution services supplied by First Christian Church of Columbus, Kansas

The First Christian Church of Columbus has reported that they have not been paid for their "Meals-on-Wheels" distribution services in Columbus for the months of July, August, and September 2015. We believe that Cherokee County distribution centers in Scammon and Baxter Springs have received timely payment for similar services.

The SEK-AAA Executive Director's request of June 8, 2015 for \$7,000 in local (Cherokee County) funds made no mention of reductions or termination of the meal service in Columbus.

Please advise us of your intentions regarding your obligation to First Christian Church and the future of the senior meals program in Cherokee County.

Sincerely,

Cherokee County Board of Commissioners
Charles Napier, Chairman
Pat Collins, Commissioner
Robert Meyers, Commissioner

Patrick W. Collins
Charles Napier

(see attached)

As per our conversation,
our agency is now providing meals
and utilizing the 1st Christian Church
from 10/1/15 forward. Anything prior
to that is due from Senior Services
of which Paul Rogers is a board member.
Cynthia Lane

Southeast Kansas Area Agency on Aging, Inc.

P.O Box J

1 W. Ash

Chanute, Kansas 66720

620-431-2980

Fax 620-431-2988



Serving:

Allen

Bourbon

Cherokee

Crawford

Labette

Montgomery

Neosho

Wilson

Woodson

To: County Commissioners

From: Cynthia Lane
Executive Director
Southeast Kansas Area Agency on Aging

Subject: Change in Meal Service effective 10/1/2015

Beginning October 1, 2015 the Southeast Kansas Area Agency on Aging will be providing meals in Allen, Bourbon, Cherokee, Crawford, Labette, Montgomery, Neosho, Wilson and Woodson counties. The Area Agency on Aging will be providing meals directly, rather than through their current provider Senior Services.

The Area Agency on Aging is a non-profit agency. Funding to pay for the meals program comes from the Federal Government, State Government, County Government and donations from seniors, their family or private funding. Federal and State funding only pays 59% of the cost of the meals.

Any donations for the meals program should be sent directly to the:

SEKAAA

PO Box J

Chanute, KS 66720

www.sekaaa.com

Please contact our agency if you would like any additional information.

LEASE AGREEMENT

1. This LEASE AGREEMENT is hereby made between the Board of County Commissioners of Cherokee County, Kansas, (hereinafter referred to as "Lessor"), and Jeff Scott, (Hereinafter referred to as "Lessees"), wherein Lessor shall lease to Lessees, under the following terms and conditions, the premises located in Cherokee County, Kansas, legally described as follows:

Beginning at the Northwest Corner of said Lot Thirty-one (31) , Amended Scott's Third Addition, being a portion of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Twenty-five (25) East of the Sixth Principal Meridian, Cherokee County, Kansas, according to the United States Government Survey thereof, thence South Seventy-two (72) degrees Twenty-six (26) minutes Thirty-nine (39) seconds East One hundred forty-six and seventy-five hundredths (146.75) feet, thence South Fifty-one (51) degrees Ten (10) minutes Twenty-eight (28) seconds East Ninety-six and sixty hundredths (96.60) feet, thence North Twenty-nine (29) degrees Seventeen (17) minutes Eleven (11) seconds East Three hundred twenty-nine (329.0) feet, thence North Sixty-seven (67) degrees Seven (07) minutes Ten (10) seconds West Two hundred forty and forty-five hundredths (240.45) feet, thence South Twenty-nine (29) degrees Seventeen (17) minutes Eleven (11) seconds West Three hundred sixteen (316) feet to the point of beginning, SUBJECT to a Twelve (12) foot roadway easement as it exists in the South end thereof, EXCEPT, Commencing at the Northwest corner of said Lot Thirty -one (31), being a portion of said Southeast Quarter (SE/4) of said Section Twenty-nine (29), thence South Seventy-two (72) degrees Twenty-six (26) minutes Thirty-nine (39) seconds East One hundred forty-six and seventy-five hundredths (146.75) feet to the point of beginning, thence South Fifty-one (51) degrees Ten (10) minutes Twenty-eight (28) seconds East Ninety-six and sixty hundredths (96.60) feet, thence North Twenty-nine (29) degrees Seventeen (17) minutes Eleven (11) seconds East, Three hundred twenty-nine (329.0) feet, thence North Sixty-seven (67) degrees Seven (07) minutes Ten (10) seconds West One hundred twenty (120) feet, thence Southwesterly to the point of beginning.

2. The term of this lease shall be for three (3) years. Upon the lease expiration, the Lessees shall return to Lessor all keys to the premises. The lease hereunder will be terminated upon Lessor providing notice to Lessees to vacate such premises, and in such event, Lessees shall have no more than 30 days to

vacate the premises, unless such period allowed to Lessees to vacate is extended by Lessor, in writing. Lessor need not show cause to terminate this lease, and may so terminate this lease with its sole discretion.

3. Lessees shall pay the Lessor annual rent of \$1.00 payable in advance upon the execution of this lease. Payment shall be made to: Cherokee County, Kansas.

4. Any utilities to the premises shall be paid promptly by Lessees. Lessor shall not be responsible for the payment of any utilities contracted for by Lessees. Utilities may be supplied to the lease premises only after written consent of the Lessor. Lessees shall be solely responsible for the costs of the supplying of any such utility.

5. Lessees shall make no alterations to any building or land leased herein without the prior written consent of Lessor. In the event written permission is given by Lessor, no alteration, addition, modification, or other attachment shall thereafter be removed by Lessees upon termination of this lease.

6. In the event the Lessor defaults in any of the terms and conditions of this lease, the Lessees shall give the Lessor a notice to cure and the Lessor shall have 10 days from the receipt of such notice to effect a cure. But upon the Lessor's failure to cure, the Lessees shall have no right to bring a proceeding for specific performance, and shall be entitled to only the return of a prorated share of the annual lease paid for the existing lease term. Such prorated payment to be returned to the Lessees by the Lessor shall be determined by dividing the number of days passed during the current lease term by 365, and applying such percentage, rounded to tenths, to the total lease payment.

7. It is agreed that all notices to cure shall be deemed given at the time the notice is placed in the United States Mail, and all calculation of time within which a party has to cure shall be made from the time of placing such notice in the mail. Such notice shall be sent by certified mail properly addressed to the Board of County Commissioners of Cherokee County, Kansas, when Lessees shall send notice.

8. The Lessees who sign this lease agreement shall be entitled to usage of the property. Lessees shall not be permitted charge any person or entity a fee or rent related to the usage of the property.

The premises are also leased subject to the following conditions:

a. All conditions stated in the deed exhibiting current ownership of the Property in Cherokee County, Kansas, recorded in the office of the Cherokee County, Kansas, Register of Deeds. These conditions include, but are not limited to the following: 1.) the premises shall remain in public ownership; 2.) the premises shall only be used for purposes consistent with sound land management and use, as these terms are defined in Title 44, Code of Federal Regulation, Section, 206, as it now appears or may be hereafter amended; 3.) the premises will only be used for open space purposes.

b. No structure or improvement shall be erected upon the premises by the Lessees. Lessees shall erect no structure or improvement in violations of any deed restrictions in the deed or deeds from which Lessor derived its title of ownership.

Failure to do abide by these conditions shall constitute a breach of this lease agreement.

9. The Lessees agree to do the following:

a. Keep that part of the premises that such Lessees occupy and use as clean and safe as the condition of the premises permits;

b. Remove from the leased premises all ashes, rubbish, garbage, and other waste in a clean and safe manner and promptly after the usage thereof;

c. Be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of the Lessees or by any person or animal or pet on the premises at any time with the express or implied consent of the Lessees;

d. Obey all laws and ordinances of the United State, the State of Kansas, and the local governmental authorities with respect the possession and usage of the premises;

e. Lessees shall notify the Lessor promptly of any damage caused by the Lessees, Lessees's invitees, family, pets, or animals, to the lease premises.

10. Lessees shall not sublease nor assign this lease agreement or any rights thereunder.

11. Lessor shall have the right to enter the leased premises at any time with or without notice to the Lessees in order to inspect the premises, make necessary repairs, decorations, alterations, or improvements. Lessor may further enter the dwelling unit without the consent of Lessees in the event of an extreme hazard involving the potential loss of life or severe property damage to property of Lessor, Lessees or other person residing in or upon the premises.

12. No oral agreements or representations by the Lessor or Lessees shall be binding on either party. This written LEASE AGREEMENT constitutes the full agreement of the parties, and there are no other agreements.

13. At the expiration of the terms or any extensions thereto, Lessees shall surrender the premises in as good a condition as it was at the beginning of the term, reasonable wear and tear, damage not occasioned by the act or omission of Lessees, its agents, employees, and invitees, excepted.

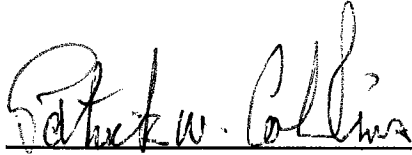
14. Lessor shall not be liable for injury or damage to person or property occurring on the lease premises unless caused by or resulting from the negligence from the Lessor or its agents in the operation or maintenance of the leased property.

15. In the event that the leased property or any part thereof is taken by eminent domain, the lease shall be deemed to terminate on the date of the taking. Rent shall be prorated as of said date.

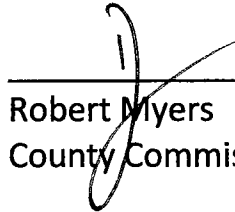
16. The laws of the state of Kansas shall govern the validity, performance, and enforcement of this lease. The parties agree that this lease is the entire agreement between the parties and no earlier statements or prior written matter have any force and effect. Neither party is relying on any representations or agreements other than those contained in the lease. In the event that any portion of this lease shall be declared invalid by a court of competent jurisdiction, the parties agree that the remaining terms and provisions of this lease shall remain in full force and effect. "Lessees" is hereby substituted for the term "Lessee" whenever this lease is signed below by more than one person or entity leasing the

premises described herein, and all necessary subject-verb agreement between Lessees and the subject verb is to be implied and substituted into this document. This lease shall be effective upon the date of the last signature thereto.

By their signatures below the Lessor and Lessees acknowledge that they have read this contract and all of its terms and conditions were explained to their satisfaction. This contract shall be binding on the heirs and assigns of the parties hereto.



Patrick W. Collins
County Commissioner

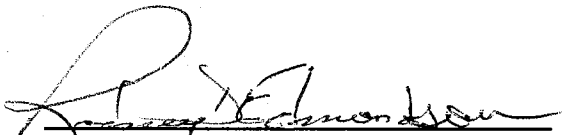


Robert Myers
County Commissioner



Charles Napier
County Commissioner

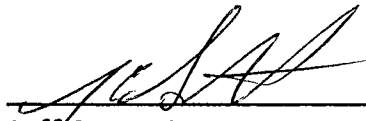
ATTEST:



Rodney Edmondson
County Clerk of Cherokee County,
Kansas

Lease approved by the Board of
County Commissioners on

Date: Nov. 23, 2015



Jeff Scott, Lessee

Address: 7667 SE WATERMEAD LN
COLONA, KS 66739

Date: 11-20-15



KANSAS

DEPARTMENT OF HEALTH AND ENVIRONMENT

APPLICATION FOR SOLID WASTE LANDFILL PERMIT

I. Applicant information:

Applicant's name B-3 Construction, Inc.
 Mailing address 1104 S. Highwood Columbus, KS. 66705
 (Street Address) (City & State) (Zip)
 Person to contact Mark R. Bueger Title Sec./Owner
 Telephone (620) 479-2323 Fax (620) 479-2323
 E-mail address mynana-1@hotmail.com

Entity type (check one):

Federal Agency County Business
 State Agency City Individual
 Township Other

II. Site information:

Facility name B-3 Construction, Inc.
 Physical address 151 N.W. Star Valley Road Columbus, KS. 66725
 (Street Address) (City & State) (Zip)
Cherokee County
SE 1/4 of the, 1/4 of the, 1/4 of, Section 13, Township 325, Range 23E.

In the following table, fill in *total* areas and capacities (not just *remaining* values). "Existing" parameters should match the existing landfill permit and approved plans for an existing facility; or for a new facility leave the "existing" columns blank.

Parameters	Existing			Proposed		
	Property area (acres)		152		152	
Landfill types	MSW	Ind.	C&D	MSW	Ind.	C&D
Disposal area (acres)			49			152
Capacity (tons)						
Capacity (cubic yards)						
Capacity (years)			10-15yrs			30-?

III. Type of application (check one):

New permit
 Modification* of an existing permit
 Transfer** of an existing permit

MSW = municipal solid waste landfill (see K.S.A. 65-3402(cc))
 Ind. = industrial waste (see K.S.A. 65-3402(x)) landfill; also includes waste tire monofills and asbestos monofills
 C&D = construction and demolition landfill (see K.S.A. 65-3402(v))
 * / ** See notes on page 2

DIVISION OF ENVIRONMENT
 Bureau of Waste Management

CURTIS STATE OFFICE BUILDING, 1000 SW JACKSON ST., STE. 320, TOPEKA, KS 66612-1366
 Voice 785-296-1600 Fax 785-296-1592 www.kdheks.gov/waste

Application for Solid Waste Landfill Permit

* This application is required for "significant" modifications as defined in Bureau of Waste Management Policy 98-05 (any increase in property area, and/or increases of 10% or more in the disposal capacity). Minor modifications (those that do not meet the definition of "significant") are usually requested by submitting a letter with amended plans.

** This application is required if the applicant intends to manage different waste (types or characteristics), operate the facility differently, and/or if significant modifications are proposed. A streamlined application for simple permit transfers (name change or ownership change only) is provided on the Bureau of Waste Management web site.

IV. Facility type (check all that apply):

(For new permits identify the *proposed* facility type(s). For modifications or transfers identify the *existing* facility type(s).)

Municipal solid waste landfill

Subtitle D

Small arid

Industrial landfill

Asbestos monofill

Waste tire monofill

Other (list types of waste):

Construction & demolition landfill

TANKO Roofing

V. Modifications proposed (if existing facility; check all that apply):

Increase property area

Increase disposal capacity

Add new type of disposal unit

Municipal solid waste landfill

Subtitle D

Small arid

Industrial landfill

Asbestos monofill

Waste tire monofill

Other (list types of waste):

Construction & demolition landfill

Add processing unit (submit separate processing facility permit application form for each type)

Composting

Household hazardous waste

Incinerator

Land farm

Transfer station

Other:

Other modifications (explain): This AREA will not be opened until needed, due to the present AREA still containing 10-15 year life span. The request for permitting is to have it available when the next phase of B3 construction begins.

Application for Solid Waste Landfill Permit

VI. Items to submit with this application (check each item or indicate "NA" for not applicable):

"†" indicates a form is available on the Bureau of Waste Management web site.

For permit modifications (or transfers using this form), only submit items that must be updated. Items submitted in the past that are still effective, correct, applicable, and acceptable do not have to be resubmitted.

 Business Concern Disclosure Statement (BCDS)† or Public Entity Disclosure Statement (PEDS)†

Large companies (100 or more employees) or companies based in other states should use BCDS Form 1. Small companies (less than 100 employees) based in Kansas may use BCDS Form 2.

If the applicant submitted a BCDS to the Bureau of Waste Management within the past three years, then the applicant may either submit: a new, updated BCDS; an addendum to the BCDS to cover the period since the previous BCDS, including a new signed certification; or a signed certification that the previous BCDS is still applicable, that none of the information has changed, and that there is no new information to report.

If the applicant previously submitted a PEDS to the Bureau of Waste Management the Bureau would not normally require a new or updated PEDS.

Proof that the applicant owns the property where the landfill will be located if the landfill is:

- (from K.S.A. 65-3407(m)(3))
- (A) A municipal solid waste landfill; or
- (B) a solid waste disposal area that has:
 - (i) A leachate or gas collection or treatment system;
 - (ii) waste containment systems or appurtenances with planned mai
 - (iii) an environmental monitoring system with planned maintenanc requirements.

No engineering studies or pbt plans have been done at this time.

They will be done for permit approval by KDOTHE when needed to be opened.

OR

 Evidence that the applicant leased the property prior to April or lateral expansion contiguous to a permitted solid waste

 Copy of lease agreement (if the property is leased)

 Application fee:

- \$5,000.00 for a new municipal solid waste landfill
- \$3,000.00 for a new industrial landfill
- \$1,000.00 for a new C&D landfill disposing more th
- \$ 500.00 for a new C&D landfill disposing more th
- \$ 250.00 for a new C&D landfill disposing less than

Make check payable to: Kansas Department of Health & Environment.

A city, county, or other political subdivision or state agency is exempt from the application and renewal fees.

Application fees are not normally assessed for permit modifications and transfers unless the application constitutes a new permit (e.g., adding a municipal solid waste landfill at an existing C&D landfill).

Waste characterization *Nothing different than presently accepted*

Required for industrial landfills except asbestos monofills, waste tire monofills, and other predetermined inert waste.

Submit Material Safety Data Sheets (MSDS) if available, and/or analysis of chemical constituents.

Application for Solid Waste Landfill Permit

M. Population data:

Population served by facility: Now _____ Next 10 Years _____
 Total area population: Now _____ Next 10 years _____

N. Distance to center of service area

Average haul distance (miles one way) _____

Characteristics of areas adjacent to major haul routes within one-half mile of the site (residential, commercial, schools, agricultural, etc.)

O. Utilities (indicate whether on-site or nearby)

Water source (example: water main, bottled water, well) RURAL WATER
 Electricity Main office
 Telephone Main office
 Sewer system (example: sanitary, lagoon, septic, privies) septic TANK

P. Hours of operation

Days	MON	TUE	WED	THU	FRI	SAT	SUN
Hours	8-430	8-430	8-430	8-430	8-430	Closed	Closed

Q. Restrictions

Types of solid waste accepted:

Residential
 Commercial
 Agricultural

Industrial
 Construction/demolition
 Other Roofing

Types of solid waste not accepted (in disposal area):

Putrescible waste
 Construction/demolition waste
 Appliances
 Electronics
 Asbestos
 Treated wood
 Other (specify) _____

Junked automobiles
 Dead animals
 Street sweepings
 Tires
 Sewage sludge
 Medical services waste

R. Employees and equipment

Number of employees on site (average daily) _____
 Equipment on site (normal operations) _____

Application for Solid Waste Landfill Permit

- (e) Public hearing per K.A.R. 28-29-6a.
- (f) Final decision and processing.

- 5. When a facility receives a permit and begins accepting solid waste for disposal, a \$1.00/ton tonnage fee must be paid to the Kansas Department of Health and Environment. Refer to K.S.A. 65-3415b for rules and exceptions.
- 6. Active facilities must pay an annual permit renewal fee in accordance with K.A.R. 28-29-84. A city, county, or other political subdivision or state agency is exempt from the application and renewal fees.

IX. Applicant's Certification:

I hereby certify that the information in this application and in the supporting documents is true and correct to the best of my knowledge.

Mary Pat Burgan
Signature of Applicant
11/16/15
Date

Mary Pat Burgan
Name (Print or Type)
Sec / Jew.
Title
B. 3 Const.
Organization

X. Local Government Certifications:

See next page.

Application for Solid Waste Landfill Permit

LOCAL GOVERNMENT CERTIFICATIONS

Applicant's Name B-3 Construction, Inc / Robert Burgen
Facility Name B-3 Construction Landfill
Facility Location 151 N.W. Star Valley Road Colmar, ks.
Application Type (new permit, modification, or transfer) We are not sure of a time frame for this area to actually be opened. Further surveys etc. will be done.

As specified in K.S.A. 65-3407 "Permits to construct, alter or operate solid waste processing facilities and solid waste disposal areas", the secretary shall require the following information as part of this application:

Solid Waste Management Plan Consistency

(m)(1) Certification by the board of county commissioners or the mayor of a designated city responsible for the development and adoption of the solid waste management plan for the location where the processing facility or disposal area is or will be located that the processing facility or disposal area is consistent with the plan.

I certify that, to the best of my knowledge, the facility described in this application is consistent with the Solid Waste Management Plan.

Name (Print or Type) Signature
Title Date
County or City Street Address State, Zip Code

Zoning or Land Use Consistency

(m)(2) If the location is zoned, certification by the local planning and zoning authority that the processing facility or disposal area is consistent with local land use restrictions or, if the location is not zoned, certification from the board of county commissioners that the processing facility or disposal area is compatible with surrounding land use.

I certify that, to the best of my knowledge, the facility described in this application is consistent with (check one):
[] local land use restrictions/zoning or [] surrounding land use.

Name (Print or Type) Signature
Title Date
County or City Street Address State, Zip Code

If a special/conditional use permit is required, please attach a copy to this application.



approved

scale
1" = 2,000'

date
06/04

drawn by
cdh

5

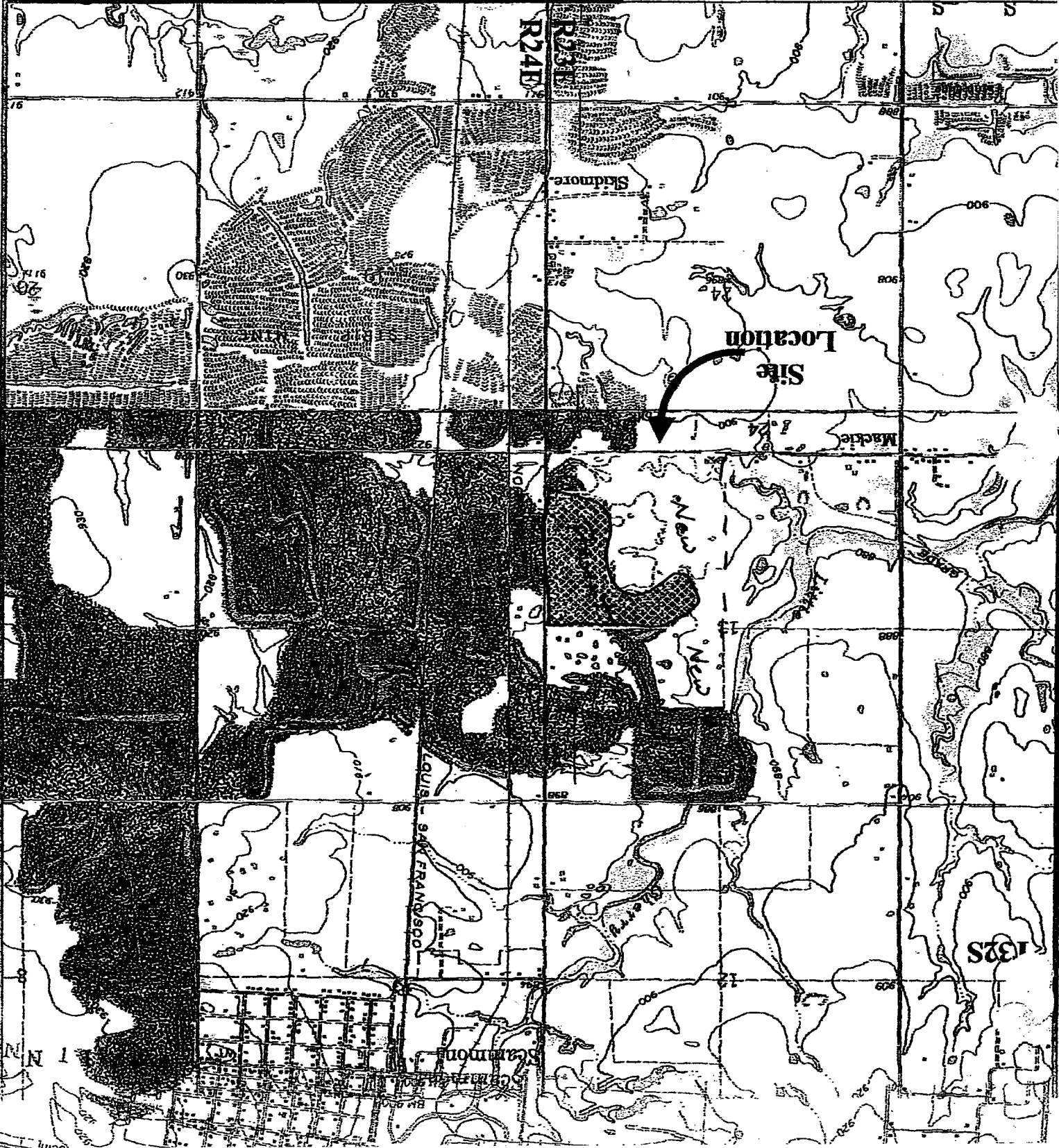
2,000 1,000 0 1,000 2,000

Scale



B-3 Construction C&D Landfill
Permit No. - 619
Location Map

1
2
3
4
5



Application for Solid Waste Landfill Permit

LOCAL GOVERNMENT CERTIFICATIONS

Applicant's Name B-3 Construction Inc. KDHE Permit # 619
 Facility Name Construction, Demolition and Industrial Landfill; and Waste Tire Monofill
 Facility Location SE/4, Section 13, T32S, R23E, Cherokee County, Kansas
 Application Type (new permit, modification, or transfer) Modification for Disposal Volumes

As specified in K.S.A. 65-3407 "Permits to construct, alter or operate solid waste processing facilities and solid waste disposal areas", the secretary shall require the following information as part of this application:

Solid Waste Management Plan Consistency

(m)(1) Certification by the board of county commissioners or the mayor of a designated city responsible for the development and adoption of the solid waste management plan for the location where the processing facility or disposal area is or will be located that the processing facility or disposal area is consistent with the plan. This certification shall not apply to a solid waste disposal area for disposal of only solid waste produced on site from manufacturing and industrial processes or from on-site construction or demolition activities.

I certify that, to the best of my knowledge, the facility described in this application is consistent with the Solid Waste Management Plan.

Rodney D. Edmondson
 Name (Print or Type)

Rodney D. Edmondson
 Signature

Chairman
 Title

8/28/2004
 Date

Cherokee County Courthouse 110 West Maple St. Columbus, Kansas 66724
 County or City Street Address State, Zip Code

Zoning or Land Use Consistency

(m)(2) If the location is zoned, certification by the local planning and zoning authority that the processing facility or disposal area is consistent with local land use restrictions or, if the location is not zoned, certification from the board of county commissioners that the processing facility or disposal area is compatible with surrounding land use.

I certify that, to the best of my knowledge, the facility described in this application is consistent with (check one):
 local land use restrictions/zoning or surrounding land use.

 Name (Print or Type)

 Signature

 Title

 Date

 County or City Street Address State, Zip Code

NOT APPLICABLE

If a special/conditional use permit is required, please attach a copy to this application.

Revised
3/30/2011

RESTRICTIVE COVENANT

Robert Burgan and/or Mary Pat Burgan _____ is
(are) the owner(s) in fee simple of that certain real
property located in the county of Cherokee,
Kansas and more particularly described by the
following legal description:

This space reserved for Register of Deeds

*153 acre acres of
the S.E. quarter of Section 13
of Township 32 South,
Range 23 East*

by virtue of a deed dated ~~7/16~~ *1991*, recorded in Book 227,
Page 449, in the Office of the Register of Deeds, Cherokee County, Kansas.

1. PROPERTY USE

The property is at the date of filing in use as a solid waste disposal area under permit# 619 issued by the Kansas Department of Health and Environment. After closure of the landfill, the property shall be used only for the following purposes and no others:

*Grasslands and pasture
Possible farms if possible*

2. PROTECTION OF SYSTEMS, MARKERS

All future land uses must be conducted in a manner which will protect and preserve the integrity of the environment and all waste containment and monitoring systems designed, installed, and operated during the operation of the disposal areas or during the post-closure period.

All present and future owners and tenants of this property must preserve and protect all permanent survey markers and benchmark and all environmental monitoring stations installed on the property.

State of Kansas Cherokee County Register of
Deeds Christy Grant
Book: 434 Page: 188
Receipt #: 17/51 Total Fees: \$16.00
Pages Recorded: 3
Cashier Initials: BSB
Date Recorded: 4/1/2011 9:16:58 AM

3. CONSTRUCTION: APPROVAL

Any subsequent property owners and/or tenants are required to consult with KDHE during planning of any improvement to the property and to obtain written approval from KDHE in Topeka, Kansas, before any work is done to any monitoring devices or systems, before improvement of this site is performed, or before any excavation or construction of permanent structures, drainage ditches, changes to the contour or dirt work, changes in the vegetation grown, production or sale of food chain crops, or removal of any security fencing, signs, or devices installed to restrict public access to waste storage or disposal areas.

4. EASEMENT TO KDHE

The Kansas Department of Health and Environment, its successors or assigns and any duly authorized agents or contractors employed by or on behalf of KDHE are hereby granted a permanent easement to enter or come upon the property to perform the following actions:

- a. Complete any work necessary which may be specified in or be a part of a closure plan required to be submitted to the department;
- b. Perform any maintenance or monitoring of any of the waste disposal area during the statutorily required post-closure period;
- c. Sample, repair, or reconstruct any environmental monitoring stations constructed as a requirement for operating or post-closure care.

5. DISCLOSURE

Any offer or contract for the conveyance, sale, lease, or other interest in the property must contain full and complete disclosure of all terms, conditions and requirements for long term care and land use which is imposed by current statutes, rules and regulations or the site permit existing at the time of the offer or contract. The offer or contract must also contain provisions for proper and continued maintenance of the waste containment system and testing of the monitoring systems.

6. BINDING TERMS

These limitations, restrictions, easements, conditions, and covenants shall be permanent and shall run with the land and shall be binding on all parties now having or hereafter acquiring any right, title, or interest in the property or any part thereof. These covenants, easement, and all related documents can be extinguished only by written agreement between the property owner and the Kansas Department of Health and Environment

ACKNOWLEDGEMENT

Robert Buzgan
(Signature)

Owner
(Title)

3/30/11
(Date)

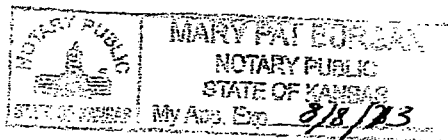
STATE OF KANSAS)
) ss:
COUNTY OF)

BE IT REMEMBERED, that on this 30 day of March, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert Buzgan, authorized representative of B-3 Construction, Inc company, who is personally known to be such person who executed the above document on behalf of said corporation, and such person duly acknowledged the execution of the same to be his/her act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year written above.

Mary Pat Buzgan
Notary Public

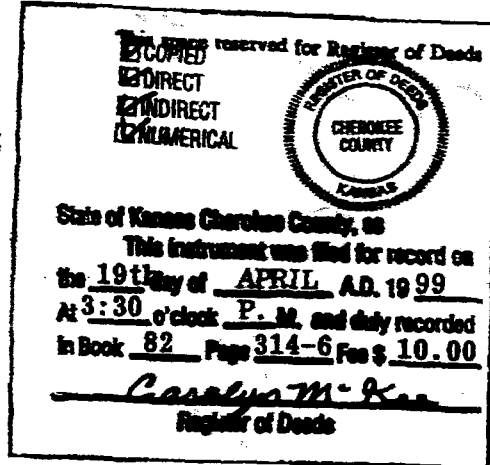
My term expires:



RESTRICTIVE COVENANT

Robert D. Burgan is (are) the owner(s) in fee simple of that certain real property located in the county of Cherokee, Kansas and more particularly described by the following legal description:

Sec.13 R oss township 32
Range 23-



by virtue of a deed dated 7/16, 1991, recorded in Book 227, Page 449, in the Office of the Register of Deeds, Cherokee County, Kansas.

1. PROPERTY USE

The property is at the date of filing in use as a solid waste disposal area permitted by the Kansas Department of Health and Environment. After closure of the landfill, the property shall be used only for the following purposes and no others:

possible. Grasslands and pasture. Possible farming if

2. PROTECTION OF SYSTEMS, MARKERS

All future land uses must be conducted in a manner which will protect and preserve the integrity of the environment and all waste containment and monitoring systems designed, installed and operated during the operation of the disposal areas or during the post-closure period.

All present and future owners and tenants of this property must preserve and protect all permanent survey markers and benchmarks and all environmental monitoring stations installed on the property.

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