

MINUTES FOR NOVEMBER 4, 2013
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Commissioner 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, November 4, 2013 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, Patrick Richardson, Phillip Wade

County Clerk Edmondson presented the draft copy of the 2012 Annual Financial Report from Mense, Churchwell & Mense, P.C. for the Board to review. A copy was given to Counselor Kevin Cure.

A motion was made by Commissioner Hilderbrand to enter an Executive Session for the purpose of Non/Elected Personnel for a period of five minutes. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes at 9:06 AM.

The meeting reconvened 9:11 AM.

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

Commissioner Hilderbrand updated the Board on happenings of the Cherokee County Economic Development Committee. Janet Miller has accepted their offer for the position of Executive Director. They are also in the process of forming a 501(c) designated organization.

Leonard Vanatta - Road Supervisor
Gene Langerot - Lot Supervisor

They appeared before the Board on routine county road business.

The Board discussed paving 22nd street, the ½ mile road to Midwest Pipe Co. No decision was made.

A motion was made by Commissioner Napier to enter an Executive Session with Leonard and Gene for the purpose of Non/Elected personnel for a period of 10 minutes. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes at 9:26 AM.

The meeting reconvened at 9:36 AM.

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

Brian Hillier, Brent Hillier - Benefit Health Advisor

They appeared before the Board to update them on Cherokee County's Health Insurance. They met with the Insurance Committee earlier this morning. Costs are down from last year, about 15-18%. Health Care Reform will have some impact on costs for next year. The county will pay two taxes since they are self-funded. The county's plan is grandfathered, so certain provisions won't be a factor. The Aetna Network provides for deeper discounts.

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A report and recommendations from the Health Insurance Committee was presented by Paula Cheney.

1. Renew with Meritain and Arbor as carrier
2. Change to Aetna as the Network
3. No pre-existing conditions for any member
4. Waiting period to 1st of the month after 60 days, not to exceed 90 days
5. Not exclude dependents that had access to other coverage
6. No annual maximum
7. Reviewed for PPACA compliance and make any necessary changes
8. Pay in-network when member goes to a network provider
9. Life insurance - no rate change to renew

A motion was made by Commissioner Hilderbrand to accept the recommendations from the Health Insurance Committee and to renew with Meritain. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

Department Heads - Monthly Reports

They met with the Board for their routine monthly meeting with the following department heads present: Barbara Bilke, Register of Deeds; Betha Elliott, Health Department; David Groves, Sheriff; Juanita Hodgson, Treasurer; Kim Lauffer, Appraiser; Ralph Houser, Maintenance; Rodney Edmondson, Clerk; Wayne Elliott, 911 Addressing & Mapping; Cecil Brown, Noxious Weeds, Deana Randall; Human Resources.

Betha - She reported that Kansas was okay with the recent federal government shutdown. The WIC Program was affected, but things are okay now. Flu vaccine is available to the public for \$20.

David - He reported that the Coat Drive and Drug Take-Back were held in 5 locations, with over 200 lbs of drugs and 200 coats being collected. Fifty more coats were turned in on Monday. Coat needs identified by the school districts have been met. It was such a success they'll do it again in the future. Over 1,700 lbs of drugs have been collected since they started the program.

Juanita - She reported that the 2013 tax roll is available with the first half due on Dec 20th. There are 297 more tax statements than last year. Two levies went up, Lola Township and the City of Columbus. \$31,168 was collected from the auction of county property last Friday. The final distribution was done on Friday with \$478,312 being distributed to county funds.

Kim - She is continuing to evaluate personnel and procedures in her office. The new Scope of Work document has been submitted to PVD and will take effect 1/1/15. The 17% inspection has been completed with new construction beginning now.

Rod - The Kansas Association of Counties has recognized 53 county employees for years of service awards. The Board decided to hold a presentation and reception on Monday, November 18th at 10:00 AM.

Commissioner Collins read an article from the Longmont Colorado Times. It was recognizing that former Baxter Springs Police Chief David Edmondson, now with the Longmont Police Department, had rescued a suicidal 16 year old girl that was attempting to jump off of a bridge. His heroism is noted by the Board.

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Kim Lauffer - County Appraiser

A motion was made by Commissioner Collins to enter an Executive Session with Kim Lauffer and County Clerk Edmondson for the purpose of Non/Elected Personnel for a period of 5 minutes. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes at 11:18 AM.

The meeting reconvened 11:23 AM.

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

Kim presented Project Plan #001, an agreement for a statistical analysis from Team Consulting. She is required to disclose that she is a member of Team Consulting as their Oil & Gas Expert.

Also presented was Project Plan #002, to purchase the Apex Software at a cost of \$2,500.

A motion was made by Commissioner Hilderbrand to approve the Apex Software purchase with Appraiser Funds. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes.

A motion was made by Commissioner Hilderbrand to approve the contract for services agreement with Team Consulting, subject to review by Mr. Cure. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

Jason Allison - Emergency Preparedness

A motion was made by Commissioner Collins to sign the transfer of property agreement for the GPS Camera Systems between Cherokee County and the North Central Regional Planning Commission as presented by Jason Allison. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

A motion was made by Commissioner Collins to approve the Minutes of the October 28, 2013 BOCC Meeting as written. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

A motion was made by Commissioner Hilderbrand to recess for lunch until 1:00 PM. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes at 12:09 PM.

The meeting reconvened at 1:00 PM.

Kevin Cure - County Counselor

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

He presented an agreement between Empire District Electric and the Board of County Commissioners concerning the road and bridge near SE 70th and Varck Road near Lowell.

A motion was made by Commissioner Hilderbrand to sign the agreement with Empire. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes.

He presented the proposal from Russell Shipley of BT & Co. for additional auditing services. Costs are estimated to be between \$35,000 and \$50,000.

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A motion was made by Commissioner Hilderbrand to accept the proposal from Berberick Trahan & Co. P.A. for services. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes.

Commissioner Hilderbrand asked Clerk Edmondson to research previous minutes around the time of Carpino's term as Treasurer to see if there was any action taken for an audit, closing of accounts, or any required reconciliation of county funds.

A motion was made by Commissioner Hilderbrand to issue a Letter of Support for the construction of the Route 66/Military Frontier Byway Bike/Pedestrian Trail in Cherokee County. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes.

A motion was made by Commissioner Napier to accept the proposal from eCivis, Inc. for online grants management software for four users at a cost of \$4,800 per year for three years. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes. Chairman Hilderbrand signed the agreement.

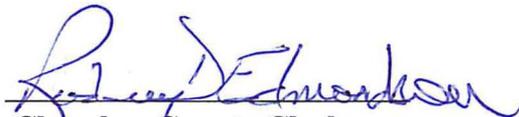
A motion was made by Commissioner Collins to approve the purchase of eight new computers at a cost of \$6,891.99 for the County Clerk's Office from courthouse funds. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

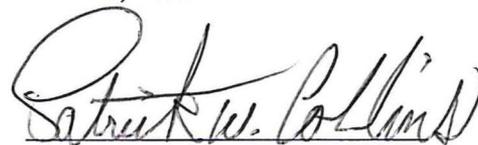
A motion was made by Commissioner Collins to give \$1,000 from Jail Revenue Funds to the Kansas Association of Counties to fund the County Map Project of the Statehouse. The motion was seconded by Commissioner Napier. The motion carried 2-1 with Commissioner Hilderbrand voting no.

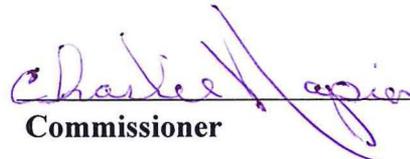
Commissioner Hilderbrand made a motion to adjourn until the next regularly scheduled meeting set for November 18, 2013 at 9:00 AM. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all in attendance voting yes at 1:56 PM.

The Board will not meet on Monday, November 11, 2013 in observance of the Veteran's Day Holiday.

ATTEST: Resolved and ordered this day, November 18, 2013


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

AGREEMENT

THIS AGREEMENT is entered into this 1st day of November, 2013, by The Empire District Electric Company, a Kansas Corporation, ("Empire") and the Board of Commissioners of Cherokee County, Kansas, ("Board").

WHEREAS, on October 28, 2013, the Board adopted Resolution No. 31-2013 ("Resolution") establishing new weight limits on the bridge located approximately 1/8th of a mile south of Varck and SE 70th in Cherokee County ("Bridge"), from 15 tons to 35 tons; and

WHEREAS, the Resolution provides for the weight limit for Empire and its contractors vehicles performing work to cap off a fly ash pond near Empire's plant in Riverton to be 35 tons through December 31, 2013, provided Empire executes an agreement to be responsible for reasonable remuneration to Cherokee County in the event of damage to the Bridge or SE 70th in Cherokee County, Kansas caused by Empire and it contractors use of the Bridge; and

WHEREAS, Empire wishes to enter into this Agreement with the Board in compliance with the Resolution.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, Empire and the Board agree as follows:

1. The vehicle weight limit for Empire's and its contractors' vehicles performing work to cap off a fly ash pond near Empire's plant in Riverton shall be 35 tons through December 31, 2013.
2. In consideration for increasing the weight limit to 35 tons through December 31, 2013, Empire agrees it shall be responsible for reasonable remuneration to Cherokee County, Kansas, in the event of damage to the Bridge or SE 70th in Cherokee County, Kansas caused by the

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Post-it® Fax Note	7871	Date	11-5-13	# of pages	2
To	Kevin Cure	From	Kevin Cure		
Co./Dept.		Co.	Empire Electric		
Phone #		Phone #	625-6176		
Fax #	620-783-2185	Fax #			

NOV 05 13 01:13:18 PM CURE Law Office

activities of vehicles being in excess of the new 15-ton limitation.

3. This Agreement shall be governed by, and construed in accordance with the laws of the State of Kansas.

4. This Agreement constitutes the entire understanding between Empire and the Board and supersedes any and all previous understandings between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the first date above written.

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: 

BOARD OF COMMISSIONERS OF
CHEROKEE COUNTY, KANSAS

By: 

ATTEST:


County Clerk of Cherokee County, Kansas

APPROVED BY:


Kevind Cure, Attorney

Cherokee County Commissioners

COURTHOUSE • 110 W. MAPLE ST.
COLUMBUS, KANSAS 66725

PHONE 620-429-3256

FAX 620-429-1591

E-MAIL: ckcomm@columbus-ks.com

November 4, 2013

To Whom It May Concern,

We, the members of the Cherokee County Commission, support the construction of the Route 66/Military Frontier Byway Bike/Pedestrian Trail in Cherokee County. We believe in the necessity of the creation of this park to join our communities and provide a safe and scenic venue for tourism, recreation and the health and wellness of our communities. We believe The 66 and Military Frontier Byway is an asset to Cherokee County and the communities it spans.

We commissioners support the Baxter Springs Economic Development group and commend the organization as well respected, locally managed, civic-minded and dedicated individuals. We approve of their efforts to seek funding and wisely utilize resources for the development of the Route 66/Military Byway Bike and Pedestrian Trail.

We support their work to provide a suitable venue for walkers, runners, and bikers in order to promote a healthy and active lifestyle, as well as provide additional resources to our tourism package.

We look forward to the development of more miles of useable trail and look forward to someday joining our trail to other trails in adjacent cities, counties, and states.

Sincerely,

Cherokee County Commissioners

PAT COLLINS
First District

CHARLES NAPIER
Second District

RICHARD HILDERBRAND
Third District



ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 10/07/2013
 Contract No. 7194

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")
 418 N. Fair Oaks Ave. #301
 Pasadena, CA 91103
 Fax: (626) 628-3232
 Sales Contact:
 Corey Coll

and County of Cherokee, KS ("Customer")
 110 W. Maple
 Columbus, KS 66725
 Phone: (620) 429-2042
 Principal Contact and Master Access Holder:
 Rodney Edmondson, County Clerk

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and services are provided to Customer, and supersedes all previous agreements between eCivis and Customer.

eCivis Products	Description	Units	Avg Unit Price	Total Price
GN: Research - 4 User Licenses	Federal, State (if available), & Foundation	1	\$8,250.00	\$8,250.00
GN: KnowledgeBase - 4 User Licenses	Courses, Subject Briefs, Project Trends	1	\$1,800.00	\$1,800.00
Product Sub-Total				\$10,050.00
Incentive Discount				(\$4,195.00)
Multi-year Discount				(\$1,005.00)
TOTAL PRICE				\$4,850.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 12/31/2016. Payment is due net 30 days from invoice date.

- Cycle 1: 1/01/2014 through 12/31/2014 for a price of \$ 4,850
- Cycle 2: 1/01/2015 through 12/31/2015 for a price of \$ 4,850
- Cycle 3: 1/01/2016 through 12/31/2016 for a price of \$ 4,850

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: December 27, 2013.

Renewal Terms - Additional extension of this agreement will occur as follows:

This agreement will be eligible for renewal for extended periods through a mutually agreed upon purchasing vehicle executed before the expiration of the subscription period listed above. No guarantees are made as to rate, access, or included services within this agreement. Purchasing vehicles executed after the termination date of this agreement are subject to then-current retail rates for all services provided.

IN WITNESS WHEREOF, the parties hereto have caused to be executed or executed this Consulting Agreement as of the day and year first above written.

Accepted By:
 County of Cherokee, KS
 By: Richard Hilderbrand
 (Authorized Signature)
 Name: Richard Hilderbrand
 (type or print)
 Title: Cherokee County Commission
 Date: 11-4-2013

Accepted By:
 eCivis, Inc.
 By: [Signature]
 (Authorized Signature)
 Name: James Ha
 (type or print)
 Title: CEO
 Date: 11/7/2013

Send invoice to (if different than address above): _____

eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 1, 2012. It is effective between You and Us as of the date of You accepting this Agreement.

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1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our professional services division under this Agreement or any relevant Purchase Order. Such work may include, but not limited to, Grant Writing, Peer Review, Technical Assistance and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants NetworkTM, Professional Services or Nonprofit One-StopTM.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as Consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on the number of grants that can be managed in Our Grants Network™ Tracking & Reporting product, on the number of grant applications, peer reviews and/or trainings provided by Us. Any such limitations are specified in the signature page of this Agreement.

4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Professional Services as part of its User Subscriptions and each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement to complete such Professional Services.

4.3. It is understood by You that delays in providing material or information resulting in missed grant application deadlines does not constitute non delivery of grant writing services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Professional Services.

4.4. Peer Review Services. Should this Agreement include Peer Review services, upon mutual agreement by Us and You, Peer Review services may be exchanged with "customized services" of equivalent value, if such services are available at the time of request. Such "customized services" may include, but not limited to, customized funding searches, consulting, coaching, and training.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, (i) fees are based on services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and will not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or pay by check. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed under this agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

12.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

13. MUTUAL INDEMNIFICATION

13.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party

alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

13.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. Exclusive Remedy. This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

[Remainder of page intentionally left blank, signature page is on the cover page to this Agreement]



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

October 28, 2013

Cherokee County Commission
Cherokee County, Kansas
110 W. Maple
Columbus, Kansas 66725

We are pleased to have the opportunity to provide services to Cherokee County, Kansas (the County) in regards to the accounting assistance to be provided as further described below. The purpose of this letter is to document your agreement for Berberich Trahan & Co., P.A. (BT&Co.) to perform these services.

Our Understanding of Your Needs

We understand that you desire accounting assistance with bank reconciliations for all of your checking accounts, to reconcile the variances discovered during our previous engagement and provided to you in our report dated September 30, 2013.

Services and Scope of Work

We will perform the procedures set forth above. You acknowledge the sufficiency of the procedures to meet your needs.

Should it be determined, during the course of our work or at the end of the engagement, that additional work is required, we would provide written arrangements to you at that time for your approval.

Timing and Fees

We will schedule the work periodically throughout November and December of 2013 as mutually agreed upon based on the assistance needed.

Our fees for the services described above are based on the time required by the individuals assigned to the engagement plus direct out-of-pocket expenses. We estimate our fees to be \$ 35,000 – 50,000. This fee estimate may be subject to adjustments based on unanticipated changes in the scope of our work. All other provisions of this letter will survive any fee adjustment. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In accordance with our Firm policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payments will be applied first to the accrued finance charges and then to outstanding invoices.

BERBERICH TRAHAN & CO., P.A.

3630 SW Burlington Rd., Topeka, KS 66611-2050

T 785-394-3427 toll-free 800-530-5526 F 785-233-2788

btandco.com

An Independently Owned Member
McGLADREY ALLIANCE | **McGladrey**

McGladrey Alliance is a premier affiliation of independent accounting and consulting firms. McGladrey Alliance member firms maintain their name, autonomy and independence and are responsible for their own client fee arrangements, delivery of services and maintenance of client relationships.



Cherokee County Commission
 Cherokee County, Kansas
 October 28, 2013
 Page 2

In the event we are requested or authorized by the County or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

We appreciate the opportunity continue to serve you and look forward to working with you on this project. You will receive our closest attention.

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

Karen K. Linn
 Karen K. Linn
 Managing Director

KKL:tlis
 Enclosures

This Engagement Contract correctly sets forth our understanding and acceptance of this agreement.

Acknowledged and accepted on behalf of Cherokee County Commission:

By: _____

Title: _____

Date: _____

Date Submitted: 11/04/2013

Estimated Completion Date: 12/31/2014

Date Revised:

Cherokee Co. Appraiser Project Plan #002

New

Revised

On-Going

Project Name: Apex Software

Submitted By: Kim Lauffer RES RMA

Project Purpose: With the conversion to basic Orion complete we can now begin to find additional ways to implement additions to the software that will create a more complete and professional work file. With this software we can eliminate the employee handling cost and the use and storage of one additional piece of paper by storing our sketches digitally.

Budgetary Information:

Monthly payroll for the appraisers office in April 2013 including the two currently unfilled positions was \$22,600 in October 2013 it was \$17,000 without those two positions unfilled. Those positions have been open for 4 months at a \$5,600 per month savings which reflects a savings to the budget of \$22,400. This budget savings can be used to implement this contract.

Desired Outcome/Measurable Results: A professional digitally stored document easily transmitted to the taxpayers and other users. Please refer to the attached samples of a current sketching document and one from Riley County who is an Apex subscriber.

Commission Chairman

Date

Commissioner

Commissioner

County Clerk

Comments:

INVOICE



Apex Software
 Remit To:
 PO Box 100145
 San Antonio, TX 78201-1445
 1-210-699-6666

Invoice #:	281677
Invoice Date:	10/23/2013
Account #:	149110
ConfID #:	

Sold To:

Attn: Kim Lauffer
 Cherokee County
 P O Box 352
 Columbus, KS 66725

Ship To:

Attn: Kim Lauffer
 Cherokee County
 P O Box 352
 Columbus, KS 66725

Shipped	Delivery Method	Terms	PO#	Sales Per
	Download	QUOTE		BSW

Product	Description	Qty	Unit Cost	Price	
ApxSktv5ProAS SR	Apex Sketch v5 Pro Assessor	1	2,500.00	2,500.00	
Notes:				Subtotal:	2,500.00
QUOTE for Site License of the Apex building sketch software to be integrated with the Tyler / Orion CAMA system. The purchase includes the 1st year of the Software Maintenance - subsequent year Maintenance is \$900. Field or Mobile sketching software is licensed on a per device basis. Please contact Apex for pricing.				Discount:	-0.00
				Tax:	0.00
				Shipping:	0.00
				Total:	2,500.00
				Amount Paid:	-0.00
				Balance Due:	\$2,500.00

Phone: 620.429.3984 Fax:

All sales are final after 30 days. New Leica Distos may be returned within 30 days with a 15% restocking fee. All Tablet PC, Pocket PC, and used device sales are final unless otherwise specified in writing.

DELETES 500-660

V	VACANT LOT	DWELLING	O	OTHER	
STORY HEIGHT					
1.0	1.5	2.0	2.5	3.0	
EXTERIOR WALLS					
1	WOOD FRAME	4	ALUM/VINYL/ST	7	BRICK
2	BLOCK	5	COMPOSITION	8	STONE
3	STUCCO	6	ASBESTOS	9	MASONRY/FRAME
STYLE					
01	BI-LEVEL	06	EARTH CONTACT	11	COLONIAL
02	RANCH	07	EARTH SHELTER	12	TRADITIONAL
03	SPLIT LEVEL	08	BUNGALOW	13	CONDO
04	CONVENT'L	09	OLD STYLE	14	OTHER
05	MODERN	10	VICTORIAN		
ROOF MATERIAL					
01	ASPHALT SH.	05	CLAY TILE	09	ROLL COMP.
02	ASBESTOS SH.	06	CONC. TILE	10	B/U TAR & GRAVEL
03	WD. SHINGLE	07	SLATE	11	OTHER
04	WOOD SHAKE	08	SHT. METAL		
AGE EST. / REMODELED					
YEAR BUILT	1960	REMODELED	19		
BASEMENT FOUNDATION WALL					
1	NONE	2	CONC	3	BLOCK
4	STONE	5	BRICK	6	OTHER
BASEMENT					
1	NONE	2	CRAWL	3	PART
4	FULL				
HEATING & COOLING					
1	NONE	2	NON CENTRAL	3	CENTRAL
4	CENTRAL/AC				
HEATING FUEL TYPE					
1	GAS	2	ELEC	3	OIL
4	COAL	5	SOLAR	6	NONE
HEATING SYSTEM TYPE					
1	WARM AIR	2	ELEC	3	HOT WATER
4	HEAT PUMP	5	SOLAR	6	NONE
LIVING ACCOMMODATIONS					
TOTAL ROOMS	23	BED ROOMS	01	FAMILY ROOM	D
PLUMBING					
FULL BATHS	0	HALF BATHS	0	ADDN'L FIXT.	0
TOTAL FIXT.	00				
ATTIC					
1	NONE	2	UNFIN	3	PT FIN
4	FULL FIN	5	FULL FIN/WH		
FLOOR COVERING					
1	CARPET	2	HARD WD	3	SOFT WD
4	RESIL TL	5	OTHER		
INTERIOR WALLS					
1	DRYWALL	2	PLASTER	3	WALL BD
4	PLY PANEL	5	OTHER		
PHYSICAL CONDITION					
1	EX	2	GD	3	AV
4	FR	5	PR	6	UN
GROUND FLOOR AREA					
GRADE FACTOR	X	A	B	C	D
(AA)	(E)				
COST & DESIGN FACTOR					
DESC.					
C D U	EX	VG	AV	FR	PR
VP	UN				

2204
1804
1764
2164
792

22
10 ETP
18
10 15FR/5
22
8 EFRU — old 1940's bus
18
12 15FR/5
18

L
RSI

OTHER FEATURES		CONDOMINIUMS	
551	BUILT-IN GARAGE UNFINISHED NO. OF CARS — AREA — — —	581	LEVEL — 582 UNIT TYPE 1 INTERIOR 3 UPPER LEVEL 2 CORNER 4 PENTHOUSE
552	REC ROOM AREA — — —	583	AMENITIES: 1 WATERFRONT 2 WATER VIEW 3 GOLF COURSE VIEW
553	FINISHED BSMT LIVING AREA — — —	699 <input type="checkbox"/> DELETES 701-711 OTHER BUILDING & YARD IMPROVEMENTS	
554	MASONRY FIREPLACE: CHIMNEYS L UNITS L	701	TYPE CODE QUAN YEAR SIZE G COND RATE CO. INDEX MA MOD CODES RCNLD
555	PREFABRICATED FIREPLACE UNITS —	702	RSI 01 65-05 X 010 EP
556	BASEMENT GARAGE NO. OF CARS —	703	
557	MISCELLANEOUS DESC. — QUAN. —	704	
558	MISCELLANEOUS DESC. — QUAN. —	705	
		706	
		707	
		708	
		709	
		710	
		711	MISCELLANEOUS IMPROVEMENTS MV — — — — —
			TOTAL OB&Y
			TOTAL RCNLD
			TOTAL GROSS VALUE

DELETES 651-660

SKETCH VECTORS										
651	A, D, C	U 12 x 18								
652										
653	A, 1	U 12 C U 8 x 22								
654	A, 2	U 20 C U 10 x 18								
655	A, 3	U 30 C U 10 x 22 H								
656										
657										
658										
659										
660										
ADDITIONS CODES Finished										
10	1SF	20	1SM							
11	0FP	21	0MP							
12	SFP	22	SMP							
13	EFP	23	EMP							
14	UTF	24	UTM							
15	BAYF	25	BAYM							
16	OVHF OW	26	OVHM							
17	HSF	27	HSM							
18	AF									
19	GRF	29	GRM							
30	CP	40	CPS							
599 <input type="checkbox"/> DELETES 601-608 ADDITIONS										
ATT	CD	LWR	1ST	2ND	3RD	AREA				
601	A1									
602	A2									
603	A3									
604	A4									
605	A5									
606	A6									
607	A7									
608	A8									
DWELLING COMPUTATIONS										
— ● — STORY —										
— — S.F.										
BASE PRICE										
PLUMBING										
BASEMENT										
HEATING										
ATTIC										
OTHER FEATURES										
ADDITIONS										
ADJ. BASE PRICE										
GRADE FACTOR										
C & D FACTOR										
CO. INDEX										
BASE VALUE										
MARKET ADJ. %										
DWELLING VALUE										

RLCAMA Property Record Card

Parcel ID: 081-212-10-0-20-01-001.07-0

Quick Ref: R17621

Tax Year: 2014

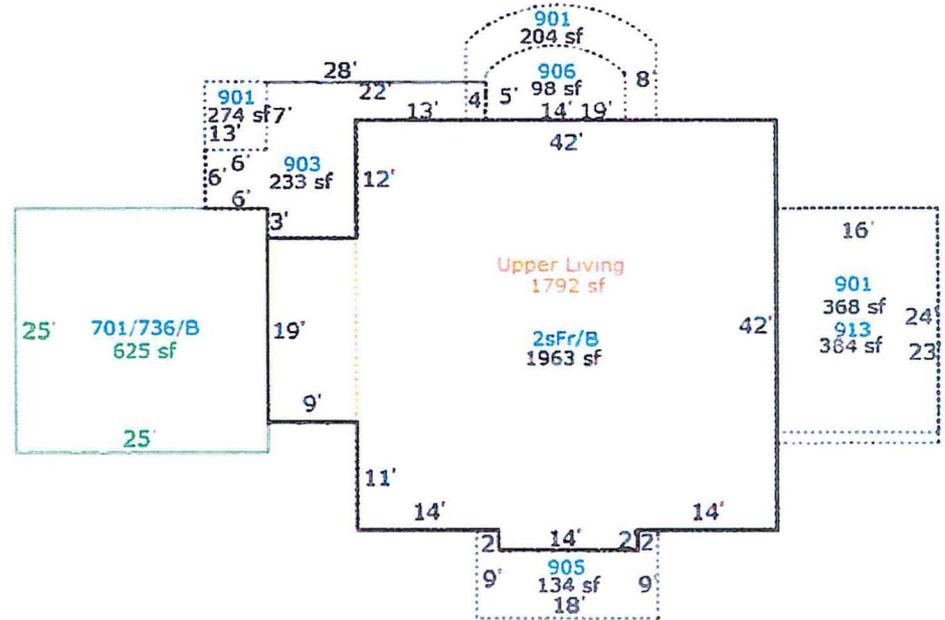
Run Date: 10/23/2013 4:30:31 PM

DWELLING INFORMATION

Res Type: 1-Single-family Residence
 Quality: 4.00-GD
 Year Blt: 1999 Est:
 Eff Year:
 MS Style: 2-Two Story
 LBCSStruct: 1110-Detached SFR unit
 No. of Units:
 Total Living Area:
 Calculated Area: 3,749
 Main Floor Living Area: 1,963
 Upper Floor Living Area Pct: 91
 CDU: EX
 Phys/Func/Econ: AV / /
 Ovr Pct Gd/Rsn:
 Remodel:
 Percent Complete:
 Assessment Class:
 MU Cls/Pct:

COMP SALES INFORMATION

Arch Style: 04-Conventional
 Bsmt Type: 5-Walkout - 5
 Total Rooms: 10 Bedrooms: 4
 Family Rooms 1
 Full Baths: 4 Half Baths: 1
 Garage Cap: 2
 Foundation: Concrete - 2



Sketch by Apex Sketch

DWELLING COMPONENTS

Code	Units	Pct	Quality	Year
701-Attached Garage (SF)	625			
736-Garage Finish, Attached (SF)	625			
913-Enclosed Wood Deck (SF), Screened Walls	384			
905-Raised Slab Porch (SF) with Roof	134			
906-Wood Deck (SF) with Roof	98			
111-Frame, Synthetic Plaster (EIFS)		100		
208-Composition Shingle		100		
801-Total Basement Area (SF)	2,588			
622-Raised Subfloor (% or SF)	3,749			
803-Partition Finish Area (SF)	168			
351-Warmed & Cooled Air		100		
601-Plumbing Fixtures (#)	17			

DWELLING COMPONENTS

Code	Units	Pct	Quality	Year
602-Plumbing Rough-ins (#)	1			
648-Direct-Vented, Gas (#)	1			
402-Automatic Floor Cover Allowance				
901-Open Slab Porch (SF)	204		3.00	1999
903-Wood Deck (SF)	233		3.00	1999
901-Open Slab Porch (SF)	368		3.00	1999
901-Open Slab Porch (SF)	274			

Date Submitted: 10/28/2013
Estimated Completion Date: 1/15/2014
Date Revised:

Cherokee Co. Appraiser Project Plan #001

New
 Revised
 On-Going

Project Name: Team Consulting Agreement
Submitted By: Kim Lauffer RES RMA

Project Purpose:
 Completions of the Statistical Analysis as required by the Property Valuation Division "Procedural Compliance Guide 8/14/13". Please refer to Addendum A of the Team Consulting proposal and pages 3 and 4 Procedural Compliance which are attached to this document. Team Consulting is a group of assessment and appraisal experts who provide professional services to government agencies. Mr. Stuart and Mr. Johnson have both served in Kansas county appraisers offices for multiple years and serve as the primary instructors for Kansas County Appraisers and employee's for our continuing and qualifying education. I am required to disclose that I am a member of Team Consulting. I serve in the capacity of mineral and oil and gas production valuation expert.

Budgetary Information:
 Monthly payroll for the appraisers office in April 2013 including the two currently unfilled positions was \$22,600 in October 2013 it was \$17,000 without those two positions unfilled. Those positions have been open for 4 months at a \$5,600 per month savings which reflects a savings to the budget of \$22,400. This budget savings can be used to implement this contract.

Desired Outcome/Measurable Results:
 With the provision of these services the 2014 Appraisal Project will be brought to a current status in an expedited time frame enabling the completion of all other phases of the statutory compliance in a timely fashion. Analysis will be completed by field experts aiding in the reliability and defense of the 2014 property values.

_____ Commission Chairman	_____ Date
_____ Commissioner	
_____ Commissioner	

_____ County Clerk	Comments:
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TEAM Consulting, LLC

Leaders in Property Assessment & Valuation

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TEAM Consulting, LLC is a group of assessment and appraisal experts who offer a wide range of professional services to government and industry. TEAM specializes in bringing new technology and innovative approaches to solving your assessment or appraisal problem in the most cost-effective manner possible, always striving to show a positive return on investment.

TEAM consultants have extensive experience in:

- Assessment administration
- Appraisal education
- Reappraisals, mass appraisals
- Market modeling
- Real and personal property valuation
- Cadastral mapping (GIS)
- Public information programs
- Ratio studies
- Quality control
- Tax policy
- CAMA development and implementation
- —and more

TEAM has the knowledge and experience to fit your every need. For information about how TEAM can assist you with a specific project, please contact [Fred Chmura](#), AAS, Managing Member.

Green Buildings and USPAP

The Appraisal Foundation has issued proposed guidelines for the valuation of green buildings. TEAM Consulting developed a one-day workshop on this topic in 2009 with updates in 2012 and 2013. This workshop has always been approved by state licensing boards for continuing educational credits. Our workshop would be a wonderful avenue to meet the core competency requirements as outlined below. You can find information about our workshop at [Valuation of Green Buildings](#).

For more information about the The Appraisal Foundation's Appraisal Practices Board (APB) recent draft concerning these guidelines for appraisers go to the Foundation's website [APB Exposure Draft Green Buildings](#)

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TEAM Consultants

TEAM offers a network of highly experienced consultants who will work closely with our clients to create innovative solutions to their most pressing problems in assessment administration.

- [Brent Bailey, ASA](#)
- [Kishin Bharwani](#)
- [Fred Chmura, AAS](#)
- [Ed Crapo, CFA, ASA, AAS](#)
- [Keith Cunningham, PhD](#)
- [Pete Davis](#)
- [George Donatello, CMS](#)
- [Lynn Gering](#)
- [Marion Johnson, CAE](#)
- [Kim Lauffer, RES](#)
- [Dan Muthard](#)
- [Richard Norejko, CMS](#)
- [Henry Riley, CAE, PhD](#)
- [Ron Schultz, CFA](#)
- [Rick Stuart, CAE](#)
- [Ken Voss, MAI, SRA, CAE](#)

II. PROCEDURAL COMPLIANCE REVIEW

The following procedural review is designed to establish whether the county's appraisal performance, as it pertains to appraisal guidelines and directives, is in substantial compliance. It is very important the county have the ability to perform the appraisal functions required by manuals, guidelines and directives.

- A. **REAPPRAISAL MAINTENANCE PLAN:**
PVD shall confirm that the county has prepared and submitted to the Director of Property Valuation a feasible appraisal maintenance plan for the current year. The plan must contain objectives, personnel requirements, a budget and be approved by the Director.
- B. **COST INDEX ANALYSIS:**
PVD shall review and confirm that the county has a current cost index study and the cost tables are updated to reflect that study. The county must document that they have developed a new construction cost file, trend analysis, cost index analysis and statistical analysis proving the index.
- C. **SALES FILE:**
PVD shall verify that the county has a sales file that documents validity of sales, field inspection of data and sales price adjustments. Both physical and computer files must be maintained and updated on a regular basis.
- D. **DEPRECIATION DOCUMENTATION:**
PVD shall confirm that the county has a depreciation analysis that utilizes all available valid sales and includes neighborhood CDU analyses. The county must include appropriate statistical and graphics reports and statistical analyses to test percent good assignments. The county must update percent good tables, if appropriate, with the results of the yearly analysis.
- E. **INCOME APPROACH:**
PVD shall verify that the county has attempted or developed an income approach to value for appropriate properties. The county appraiser must document: neighborhood analysis, rental survey documentation, income and expense analysis, vacancy study, effective tax rate study, capitalization rate development documentation, expense summary used for public disclosure (general summary of income and expense data as opposed to specific income and expense statements). Updated income and expense models must be completed.
- F. **COMPARABLE SALES APPROACH:**
PVD shall verify that the county has developed a market approach to value. The county must use logical variables, coefficients, selection criteria and neighborhood grouping.

- G. 25% MAINTENANCE REINSPECTION:
PVD shall confirm that the county has performed the data collection reinspection. Documentation on field documents as well as on the KSCAMA system showing data collection, quality control, grading and CDU application activities must be maintained.
- H. LAND VALUATION MODEL CALIBRATION:
PVD shall verify that the county has developed and calibrated land valuation models. Neighborhood analysis forms, updated sales maps and data summary and analysis documentation must be complete to be considered in compliance. PVD shall also confirm that land pricing tables have been updated. Records shall be reviewed to determine lot sizing and model assignment uniformity in order to assist in determining conformity.
- I. FINAL REVIEW PROCESS:
PVD shall verify that the county has performed the final review of values. The county must document the date, person/persons performing the final review, qualifications of person/persons performing the final review, timeframe and resource allocation for performing a careful and critical examination of values.

III. AGRICULTURAL USE VALUATION

PVD shall confirm that the county has performed a review/inspection for current agricultural use and influence factors. The county must identify current use of agricultural land, including crop land, grassland, irrigated land, waterways, non-productive land, farm homesites and adverse influences, and update land pricing tables with current PVD values.

IV. CADASTRAL MAPPING

PVD shall confirm that accurate property ownership maps are being maintained. Updated field maps (showing new plats, splits and combinations), an updated assessment administration file and adherence to the parcel definition must be maintained.

V. CONSTITUTIONAL AND STATUTORY COMPLIANCE

The following review areas are to establish whether the county is following Kansas statutes not previously covered.

- A. Change of value notices mailed before statutory deadline. (K.S.A. 1994 Supp. 79-1460)
- B. Informal hearings held within statutory time frame or an extension has been granted pursuant to K.S.A. 1994 Supp. 79-1404, *Seventeenth*. (K.S.A. 1994 Supp. 79-1448.)
- C. Values certified to county clerk by statutory deadline, provided an extension has not been granted pursuant to K.S.A. 1994 Supp. 79-1404, *Seventeenth*. (K.S.A. 79-1466 and 79-1467)

- G. 25% MAINTENANCE REINSPECTION:
PVD shall confirm that the county has performed the data collection reinspection. Documentation on field documents as well as on the KSCAMA system showing data collection, quality control, grading and CDU application activities must be maintained.
- H. **LAND VALUATION MODEL CALIBRATION:**
PVD shall verify that the county has developed and calibrated land valuation models. Neighborhood analysis forms, updated sales maps and data summary and analysis documentation must be complete to be considered in compliance. PVD shall also confirm that land pricing tables have been updated. Records shall be reviewed to determine lot sizing and model assignment uniformity in order to assist in determining conformity.
- I. FINAL REVIEW PROCESS:
PVD shall verify that the county has performed the final review of values. The county must document the date, person/persons performing the final review, qualifications of person/persons performing the final review, timeframe and resource allocation for performing a careful and critical examination of values.

III. AGRICULTURAL USE VALUATION

PVD shall confirm that the county has performed a review/inspection for current agricultural use and influence factors. The county must identify current use of agricultural land, including crop land, grassland, irrigated land, waterways, non-productive land, farm homesites and adverse influences, and update land pricing tables with current PVD values.

IV. CADASTRAL MAPPING

PVD shall confirm that accurate property ownership maps are being maintained. Updated field maps (showing new plats, splits and combinations), an updated assessment administration file and adherence to the parcel definition must be maintained.

V. CONSTITUTIONAL AND STATUTORY COMPLIANCE

The following review areas are to establish whether the county is following Kansas statutes not previously covered.

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- C. Values certified to county clerk by statutory deadline, provided an extension has not been granted pursuant to K.S.A. 1994 Supp. 79-1404, *Seventeenth*. (K.S.A. 79-1466 and 79-1467)

CONSTRUCTION COST MULTIPLIER

Objective

Marshall & Swift (M&S) is utilized for estimating the replacement cost new of structures in Orion and is widely considered the industry standard for cost estimation. However, it may be necessary to identify and account for local economic variations beyond what is published by M&S. A study of construction costs using local cost data or sales of newly constructed buildings can be completed to validate the costs. The purpose of this study is to determine if the M&S costs are accurate or if they should have an adjustment applied based on local construction costs collected by the county appraiser.

Requirement

K.S.A. 79-503a; USPAP Standards Rule 6.5a(i), 6-7b

Timeline

Completed by October 1st. If depreciation analysis is complete, the cost multiplier analysis should be available for review if completed.

DEPRECIATION ANALYSIS

Objective

The objective is to measure the loss in value, from all causes, of structures with a limited economic life. This is known as accrued depreciation and it expresses the difference between the highest utility an improvement would have if new and the value loss it has incurred with the passage of time. All structures being appraised must be assigned to a depreciation table if external depreciation (not Marshall Swift) is being employed in Orion or depreciation will not systematically occur. There are several recognized methods that can be used to measure the estimated accrued depreciation. However, the most reliable estimate of accrued depreciation for appraisal purposes is that which is supported by market data. The appraiser must employ recognized techniques when calibrating the depreciation models.

Requirement

USPAP Standards Rule 6.5a(ii), 6-7b, K.S.A. 79-503a, K.S.A. 79-1476, Revaluation Maintenance Specifications

Timeline

Residential completed by November 1st and available for review if residential market modeling has begun. Commercial analysis completed by December 1st and available for review prior to beginning final review.

LAND VALUATION

Objective

When appraising real estate, the appraiser considers two separate components: land and improvements. Equitable land valuation many time calls for the appraiser to make optimum use of a very limited database. It often requires the appraiser to maximize available land sales and use indirect and sometimes innovative appraisal techniques in the complete absence of sales. Perhaps more than any other aspect of property valuation, accurate land appraisals rely heavily upon the experience and reasoned judgment of the appraiser. Establishing accurate land values is essential as they are utilized in various phases throughout the appraisal process.

Requirement

K.S.A. 79-1476, K.S.A. 79-420 (Severed minerals), USPAP Standards Rule 6-5a(iii), 6-6b, 6-7b, Revaluation Maintenance Specifications (Section 8)

Timeline

Completed by October 1st. If depreciation analysis is complete, the land analysis should be available for review.

COMPARABLE SALES APPROACH

Objective

The purpose of the sales comparison approach in mass appraisal is to develop models by analyzing the relationship between a dependent variable (sales price) and a set of independent variables (real property characteristics). This is referred to as multiple regression and is a means of determining the influence certain independent variables have on the dependent variable.

To implement this approach, the appraiser defines the market areas, the sales sample, the market variables, and analyzes the regression results to establish market coefficients for use in the adjustment process. These variables can be characteristics such as time trend, size, quality, land value, and construction type etc. The principle of contribution is considered in the adjustment process in that the value of a property component that is being adjusted is measured by its contribution to the property, not necessarily by its cost.

Requirement

Standards Rules 6-5a(iv) and 6-6a, 6-7b, K.S.A. 79-503a, K.S.A. 79-1476, Revaluation Maintenance Specifications

Timeline

Completed by December 1st and available when models are closed.

INCOME APPROACH

Objective

The Income Approach to value is often referred to as the capitalization of net income. The capitalization process restates market value by converting the future benefits of property ownership into an expression of present worth. The objective of the income approach is to determine the income producing capacity from market rents of a property type and to capitalize the realized (net) income into an estimate of value. The income approach is based on the premise of anticipation or the expectation of future benefits. It affirms that value is created by the expectation of benefits to be derived from possession, operation and/or capital gain at resale.

Requirement

K.S.A. 79-503a, K.S.A. 79-1476, USPAP Standards Rule 6-5a(v) and 6-5(b), 6-5(c), and 6-6(a), 6-7b, Revaluation Maintenance Specifications

Timeline

Completed by December 1st.

**AGREEMENT FOR
ANNUAL TECHNICAL
ANALYSIS FOR THE
CHEROKEE COUNTY
APPRAISER'S OFFICE**



October 16, 2013

Kim Lauffer, RES RMA
Cherokee County Appraiser
P.O. Box 352
Columbus, KS 66725

Dear Ms. Lauffer:

TEAM Consulting, LLC is pleased to submit a proposal for Cherokee County Kansas annual technical analysis. The proposal comprises the Scope of Work outlined in this proposal. All work on this project will be performed by TEAM Consulting's senior consultants Rick Stuart CAE and Marion Johnson, CAE. Both of these individuals have extensive experience in the area of technical analysis for Property Appraisers in the State of Kansas.

The proposed cost for this project shall not exceed Seventeen thousand dollars (\$17,000.00). The scope of work would cover the following phases as shown from the State of Kansas Property Valuation Division Appraisal Maintenance Specifications.

If you are in agreement with this proposal, please sign the agreement on page 8 and forward a copy of the signed agreement to:

TEAM Consulting LLC
17721 S. E. 59th Street
Micanopy FL 32667

We would be happy to answer any questions and look forward to an opportunity to work with you.

Sincerely;

A handwritten signature in cursive script that reads "Frederick M. Chmura".

Frederick M. Chmura, AAS
Managing Member

**AGREEMENT FOR
ANNUAL TECHNICAL ANALYSIS FOR THE COUNTY
APPRAISER'S OFFICE**

This Agreement is entered into this 16th day of October, 2013, by TEAM Consulting LLC, (TEAM) hereinafter referred to as the "Consultant" and Cherokee County, KS hereinafter referred to as the "County", the parties hereto.

WHEREAS, the County desires to hire the Consultant to perform certain services and the Consultant is willing to provide such services in accordance with the terms and conditions of this Agreement.

WITNESSETH that the Consultant and the County, in consideration of the mutual covenants, promises, and documents and agreements herein contained or referred to, agree as follows:

PERIOD OF PERFORMANCE: This Agreement shall commence on the date of signing, and continue through the completion of all services

AGREEMENT DOCUMENTS: The Agreement documents shall consist of:

1. This signed Agreement;
2. The "**Proposed Work Plan for the Cherokee County, Kansas Appraiser's Office 2013**", which is incorporated as part of this Agreement.

STATEMENT OF WORK: The Consultant shall provide the consultant services to the County as set forth below:

1. SERVICES
 - A. General Scope: The Consultant shall perform the work and services as described in **Addendum A - "Proposed Work Plan for the Cherokee County, Kansas Appraiser's Office 2013"**, which is hereby made a part of this Agreement (all such services and work performed hereunder is collectively referred to herein as the "Services").
 - B. Standards of Work: The performance of the Services pursuant to the terms of this Agreement shall conform to the highest

professional standards in the field of public assessing. The Consultant shall use commercially reasonable efforts to formulate opinions and create information upon which the County may rely. The substance of such opinions and information, however, is not guaranteed by Consultant to be free from omission or errors except insofar as such errors or omissions occur as a result of gross negligence or willful misconduct by the Consultant.

- C. Location: The Consultant shall provide the Services to the County at one or more locations mutually agreed upon by the County Appraiser, or designee.
- D. Personnel: The Contractor's individuals working on this Project are Rick Sturat, CAE and Marion Johnson, CAE. The resumes of these individuals are attached in Addendum B

2. RELATIONSHIP OF PARTIES

- A. Independent Contractor: The Consultant is an independent contractor and shall not be deemed a partner or agent of or a joint venture with the County. The employees and agents of Consultant who will be involved in the performance of the Services shall not be deemed the employees or agents of the County. Neither party shall have any right, power, or authority to create any contract or obligation on behalf of, or binding upon, the other party, without the prior written consent of such other party.

3. PUBLICATIONS

- A. The Consultant will not publish any item with the name of the County without obtaining the prior written consent of the County. The County shall have ownership of all reports, documents, and work product created by the Consultant for the County, arising from this Agreement.

4. PROPRIETARY ITEMS

- A. All work product produced as a result of the Services provided hereunder shall be the property of the County; however, the Consultant's methodologies (e.g., surveys, reference databases) that it has developed before and during this engagement are the property of the Consultant (collectively, and

Payments shall be mailed to:

TEAM Consulting LLC.
17721 S. E. 59th Street
Micanopy FL 32667

ADDITIONAL CLAUSES AND PROVISIONS

1. Applicable Law and Courts: This Agreement shall be governed in all respects by the laws of the State of Kansas and any litigation with respect thereto shall be brought in the courts of the State of Kansas. The Consultant shall comply with applicable federal, state, and local laws and regulations.
2. Assignment of Agreement: This Agreement shall not be assignable by the Consultant in whole or in part without the prior written consent of the both parties.
3. Agreement Modification: Any modification to this Agreement shall be made only in writing, signed by the authorized representatives of the County and the Consultant, and a copy shall be attached to the original Agreement.
4. Entire Agreement: The Consultant and the County agree that this document and its attachments constitute the entire Agreement between the two parties and may only be modified by a written mutual amendment or addendum signed by both parties.
5. Hold Harmless and Indemnification Provision: The Consultant agrees to indemnify and hold harmless the County and to protect and defend it against all claims and suits arising from actions of omission or commission of its employees, agents or subcontractors, whether for alleged tort or breach of contract, made by any party, including but not limited to its employees and agents or employees of the County, in the performance of the Consultant's work, from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as a result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Consultant shall, upon written demand by the County, insure and defend at Consultant's sole expense any and all suits or defense of claims.

6. Nondiscrimination Provision.

A. During the performance of this Agreement, the Consultant agrees:

(1) That the Consultant will not discriminate against any employee or applicant for employment because of race, religion (including faith-based organizations), color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The Consultant also agrees that it will not discriminate in the provision of services on any basis prohibited by law.

7. Severability: In the event that any provision of the Agreement documents is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the agreement documents shall remain in full force and effect.

8. Termination by County for Cause:

A. If the Consultant should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Agreement. If the Consultant should refuse or should fail, except in cases for which reasonable extension of time is provided, to perform the required work, or if it should fail to make prompt payment to Sub-consultants, or disregard laws, ordinances, or the written instructions of the

County, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the County may terminate the Agreement.

- B. Prior to termination of the Agreement, the County shall give the Consultant five (5) calendar days written notice, during which the Consultant may rectify the cause of the termination. If rectified to the satisfaction of the County within said five (5) days, the County may rescind the notice of termination. If it does not, the termination for cause shall become effective at the end of the five (5) day notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Consultant that the causes of termination will be remedied in a time and manner that the County finds acceptable. If at any time more than five (5) days after the notice of termination, the County determines that Consultant has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the Agreement for cause by giving written notice to the Consultant.
- C. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Consultant by mail or any other means at their last known places of business in Kansas or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
- D. Termination of the Agreement under this section is without prejudice to any other right or remedy of the County.

9. Termination by County for Convenience:

The County may terminate this Agreement at any time without cause, in whole or in part, upon giving the Consultant notice of such termination. Upon such termination, the Consultant shall immediately cease work. Upon such termination, the Consultant shall take such steps as the County may require to assign to the County the Consultant's interest in all subcontracts and purchase

orders, if any, designated by the County. After all such steps have been taken to the County's satisfaction, the Consultant shall receive as full compensation for termination, and assignment all amounts due for work performed subsequent to the latest Request for Payment through the date of termination and all Consultant's work product shall promptly thereafter be delivered to the County.

10. Termination for Change in Position of Appraiser:

A TEAM has the option to withdraw from this contract, without any penalty or liability, if there is a change in position of County Appraiser and that TEAM deems it would create in any form a non-cooperate working relationship.

B. The County has the option to withdraw from this contract, without any penalty or liability, if there is a change in position of County Appraiser and the County deems it would create in any form a non-cooperate working relationship.

C. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Consultant by mail or any other means at their last known places of business in Kansas or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery

D. Termination of the Agreement under this section is without prejudice to any other right or remedy of the County.

11. Obligations of the County:

A. The County agrees to give the Consultant access to staff and the County owned properties as required to perform the Services under the Agreement.

B. The County shall immediately notify the Consultant in writing of any defects in the Services upon the County's actual notice of the same.

C. The County agrees to all other obligations of the County to the Contractor set forth in **Addendum A**.

12. Notice: All notices, submissions, consents, and other communications required or permitted under this Agreement shall be in writing, and sent via overnight carrier, first class mail, postage prepaid, or transmitted via facsimile or electronically, with confirmation of such transmission, or hand delivered to the County Appraiser's Office, care of the County Appraiser or designee, at the address stated in this Agreement and to the Consultant at the address stated herein or to such other address or facsimile number as either party may designate by prior written notice to the other.
13. Entire Agreement: This Agreement and the attachment hereto constitutes the entire agreement between the parties pertaining to the subject matter hereto and supersedes any and all prior agreements, proposals, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written, relating to the subject matter hereto, and shall be binding upon the parties' permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

TEAM Consulting, LLC:

County of Cherokee Kansas:

By: *Frederick M. Chmura*

By: _____

Frederick M. Chmura
(Typed or Printed)

(Typed or Printed)

Managing Member
Title

Title

October 16, 2013
Date

Date

Addendum A

Proposed Work Plan for the Cherokee County, Kansas Appraiser's Office 2013 - 2014

TEAM Consulting, LLC Proposal for Cherokee County, KS

220—Residential Cost Index Study: A comprehensive analysis of local construction costs shall be made to determine if a cost index/local multiplier adjustment should be applied to the residential cost approach model. A final study reflecting the index for January 1 of the tax year shall be completed prior to the start of the final review of values. The procedures shall follow guidelines prescribed by the Division of Property Valuation. The study should summarize the method utilized and include a clear conclusion detailing the results of the analysis.

220.1—Commercial Cost Index Study: A comprehensive analysis of local construction costs shall be made to determine if a cost index/local multiplier adjustment should be applied to the commercial cost approach model. A final study reflecting the index for January 1 of the tax year shall be completed prior to the start of the final review of values. The procedures shall follow guidelines prescribed by the Division of Property Valuation. The study should summarize the method utilized and include a clear conclusion detailing the results of the analysis.

225—Residential Depreciation Study: A depreciation study depicting the effects of accrued depreciation on residential properties shall be developed prior to the final review process. All forms of accrued depreciation for all depreciation ratings must be addressed for all properties. The procedures shall follow guidelines prescribed by the Division of Property Valuation. The study should summarize the method utilized and a clear conclusion detailing the results of the analysis.

225.1—Commercial Depreciation Study: A depreciation study depicting the effects of accrued depreciation on commercial properties shall be developed prior to the final review process. All forms of accrued depreciation for all depreciation ratings must be addressed for all properties. The procedures shall follow guidelines prescribed by the Division of Property Valuation. The study should summarize the method utilized and include a clear conclusion detailing the results of the analysis.

315--Land Value Model Recalibration: Recent market data shall be collected and analyzed to determine appropriate units of comparison, develop base value estimates and formulate influence adjustments necessary to recalibrate Computer Assisted Land Pricing (CALP) models in CAMA and prepare land value estimates for every property in the county. Phase 310 shall be completed for the neighborhood or model area before this phase can begin. The study should summarize the method utilized and include a clear conclusion detailing the results of the analysis for each active land model.

380--Residential Market Model Building: The appraisal shall use the CAMA system to develop a model or models based upon valid sales of residential properties and prepare comparable selection criteria. By the time the phase is 90% complete, the models shall be updated, pretested, and ready for final review. The remaining 10% of the phase shall be used for a final field review of newly constructed residences, refinement of the comparable selection criteria, and printing of comparable sales reports. The final market modeling reports for all steps of the market valuation process should be retained. These reports will serve as a summary and conclusion for the modeling process.

450--Commercial/Industrial/Apartment Income Approach Analysis: Market rent, vacancy study, operating expenses and capitalization rate analysis shall be made on a neighborhood basis where practical for all classes of income producing commercial, industrial and apartment property in the county. By the time this phase is 90% complete; all models shall be built, pretested and ready for final review. The final 10% of the phase shall be used for a field review on newly constructed parcels and model refinement. The study should be summarized and include a clear conclusion detailing the results of the analysis.

2013 – 2014 Additional County projects/requests:

This proposal only provides for the Contractor to perform the technical analysis and model building components of the valuation process on a remote basis. As requested by the County Appraiser, the Contractor will provide an additional proposal to assist in other phases of the maintenance and valuation process for the appraisal cycle of 2014 – 2015. Possible components of that proposal will be those identified by the County Appraiser as needing additional attention, review and/or correction.

County to Provide

The County would be responsible for all data entry of sales and models and the updating of all files necessary for the Contractor to complete the scope of work. County will provide data in an electronic format when possible.

Total Costs

Total contract is not to exceed **Seventeen thousand dollars (\$17,000)**. The Contractor shall bill the County on a monthly basis per number of hours of work completed and all associated expenses, except when the contract is completed, the remaining contract shall be billed within five (5) days.

The County could also purchase additional time for ORION® technical assistance or any other requested assistance from the Contractor at a rate to be provided upon request.

Time estimates and associated costs to the County can be provided on any of the additional County projects or requests.

Addendum B

RÉSUMÉS

Rick Stuart, CAE

3533 SW Randolph Ave.

Topeka, KS 66611

Phone: 785.267.6752

Mobile Phone: 785.259.1379

rstuart17@cox.net

www.teamconsulting.cc

SUMMARY OF QUALIFICATIONS

Mr. Stuart has had has over 28 years' experience as an elected assessor in Missouri and an appointed appraiser in Kansas. As a Senior IAAO instructor, Rick now teaches and develops courses and workshops on appraisal, public relations/customer service, and management and provides assistance and consulting services to local government. Through his instruction, experience and formal education (B.S. in Accounting), he has provided assistance to numerous individuals and jurisdictions on how to develop and improve staff, public relations and customer service, establishing office procedures and related issues on modeling and market valuations. Rick holds the CAE (Certified Assessment Evaluator) designation from the IAAO and has been the recipient of several IAAO awards including the recent awards of: 2010 McCarren Award, 2008 Instructor of the Year, the 2005 Most Valuable Member, 2003 Public Information Program and the 2003 Donehoo Essay Award.

PROFESSIONAL EXPERIENCE

2005 to Present TEAM Consulting

Principal Consultant

Started my own business as an independent contractor to teach more, write workshops and courses and to do consulting work.

1992 – 2005: County Appraiser of Jefferson County, Oskaloosa, Kansas.

Responsible for all aspects of the Appraiser's Office consisting of 14,500 parcels of real property and 5,500 personal property renditions. I accepted this position with the county being out of state compliance. We proceeded to train staff and generally conducted a complete revaluation for January 1, 1994. Since that revaluation, Jefferson County continues to annually be in state compliance.

Developed and helped implement a technology update for the County. I chaired the Technology Team for three years and started and managed the GIS (Geography Information System) for the first two years. The technology updates included GIS, digital property images and document scanning.

1986 – 1992: Deputy Appraiser/Reappraisal Coordinator of Shawnee County, Topeka, Kansas.

My duties in this position consisted of day-to-day operations within the Appraiser's Office and supervision of the first reappraisal in Shawnee County in 20 years. Responsibilities in the reappraisal project included supervision of the reappraisal and mapping contractors, the County's in-house map editing process, implementation and management of GIS for over one year, plus staff training and development. Shawnee County contained approximately 67,000 parcels.

1981- 1986: Nodaway County Assessor, Maryville, Missouri.

Being elected the first County Assessor, responsibilities included establishment of the office for valuation of all real and personal property. I supervised and directed the first ever revaluation of approximately 13,000 parcels of real property completed January 1, 1985.

EDUCATION:

Dec. 1981 Professional Education

Appraisal education consists of numerous courses and workshops through the IAAO (International Association of Assessing Officers). Additional courses have been taken from the Appraisal Institute and the PVD (Property Valuation Division).

1978 – 1981: Northwest Missouri State University, Maryville, Missouri.

Received a Bachelor of Science in Business Administration with a major in Accounting

DESIGNATION AND AWARDS:

CAE (Certified Assessment Evaluator) designation from the IAAO

Eight (8) time winner of the IAAO Zangerle Award as Editor of the Kansas County Appraiser's Quarterly Newsletter Appraising the Plains

2013 IAAO Verne W. Pottorff, CAE, Professional Designee of the Year Award

2010 IAAO McCarren Award

2008 IAAO Instructor of the Year Award

2005 IAAO Clifford B. Allen Most Valuable Member Award Winner

2003 IAAO Public Information Program Award Winner

2003 IAAO Donehoo Essay Award Winner

2002-2003 IAAO Presidential Awards

2002 KCAA (Kansas County Appraiser's Association) Outstanding Member Award.

2002 IAAO Chapter of Year – While serving as Chapter President.

1999 & 2000 KCAA Distinguished Service Award.

1999 & 1996 IAAO Distinguished Assessment Jurisdiction Award.

1996 KCAA Member of the Year

1993 KCIAAO (Kansas City Chapter of IAAO) Outstanding Member

1992 IAAO Chapter of Year – While serving as Chapter President

PROFESSIONAL ACTIVITIES:

Senior IAAO instructor qualified to instruct five week-long courses, 10 workshops and 11 one-day forums.

2005-2006 Super chair for Professional Development Committee consisting of three subcommittees: Education, Professional Designation and Instructor Relations.

2003-2004 Chair of IAAO Instructor Relations Committee, a new committee

2002-2003 Chair of IAAO Professional Development Committee consisting of Education and Professional Designation Subcommittees

2002 President of KCIAAO (Kansas City Chapter of IAAO)

1999-2001 Member of IAAO Executive Board

1999-2001 Member of IAAO Budget Subcommittee

1997-1998 President of KCAA (Kansas County Appraiser's Association)

1992 President of KCIAAO

1988- 1999 Various IAAO committees including two trust funds, regional governor of the rural and small jurisdiction, budget subcommittee and as a state membership representative.

Co-authored the section on public relations and customer service in the newest IAAO textbook

Published five times in the IAAO Assessment Journal and Fair & Equitable

Published article in IAAO Subscription Service

Developed and teach several one and two-day workshops.

MARION R. JOHNSON, CAE

**813 E. 13th Street
Eudora, KS 66025
785-542-2876 (Home)
785-760-4744 (Cell)
mrj@sunflower.com**

EDUCATIONAL BACKGROUND:

Pittsburg State University, Pittsburg, Kansas - MBA
University of Kansas, Lawrence, Kansas - BS degree in Journalism

WORK EXPERIENCE:

2009 to present – Self-employed (instructor/consultant)
1991 to 2009 - Douglas County Appraiser
1986 to 1991 - McPherson County Appraiser
1980 to 1986 - Linn County Clerk/Appraiser

PROFESSIONAL DESIGNATIONS:

CAE - Certified Assessment Evaluator (International Association of Assessing Officers)

PROFESSIONAL ACTIVITIES:

IAAO Member of the Year (2010)
IAAO Instructor of the Year (2010)
IAAO Presidential Award (2010)
Former IAAO President (2007)
Former member of IAAO Executive Board
IAAO Presidential Award (2002-2003)
IAAO Senior instructor (18 years)
Former member of the IAAO Professional Designation Committee (2000, 2001)
Former chairman of IAAO Professional Designation Committee (2000)
Chairman of the IAAO Communication's Committee (2003-2004)
Current chairman of IAAO Conference Content Committee (2009-2010)
Past President of the Kansas County Appraiser's Association (1998-1999)
KCAA Most Valuable Member (2000, 2001, and 2002)
Former member of the North Central Region Association of Assessing Officers executive board (2000, 2001, 2002)

Past-member of the Kansas City IAAO chapter executive board (2000 - 2001)
Past-President of the Northeast Kansas County Officials' organization (2002)
Past-President and member of the U.S.D. 491 School Board

PUBLICATIONS:

What Constitutes Agricultural Use? A Kansas Problem, Assessment Journal, January/February 1996, Volume 3 - Number 1

Valuing Residential Investment Property, Assessment Journal, July/August 1996, Volume 3 - Number 4

A Case Study: Highest and Best Use or Current Use, Assessment Journal, July/August 1997, Volume 4 - Number 4

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