

MINUTES FOR FEBRUARY 10, 2014
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, February 10, 2014 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Richard Hilderbrand, Charles Napier, Pat Collins, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt, Shawnda Qualls, Machel Smith

A motion was made by Commissioner Napier to approve the Minutes of the February 3, 2014 BOCC Meeting as written. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes.

Kristin Seal, Noxious Weed Director, appeared before the Board with a list of items needed for the Noxious Weed Department. The Board took it under advisement.

Chairman Hilderbrand signed the Agreement for Annual Technical Analysis for the Cherokee County Appraiser's Office with Team Consulting.

A motion was made by Commissioner Hilderbrand to appoint Hayden Seal as Cherokee County's representative to witness the Governor's signing of the Proclamation that supports April as Child Abuse Prevention month in Kansas, to be held in Topeka on April 11, 2014. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

Scott Jackson, Karrah Smith - Spring River Mental Health & Wellness

They appeared before the Board regarding future funding for the Truancy Program in Cherokee County. They are requesting that Cherokee County continue the \$4,400 County portion of the funding for the Truancy Program. It is joint funding, split five ways between the County and the School Districts. Commissioner Hilderbrand requests that they update the Board on future funding prior to sending a bill next year. The Board took it under advisement.

The Board took a five minute recess at 10:30 AM.

The meeting reconvened at 10:35 AM.

A motion was made by Commissioner Hilderbrand to approve the courthouse security plan as presented by Sheriff Groves. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

Chairman Hilderbrand signed two letters of support directed to the Secretary of KDOT in support of the Kansas Byways Bicycle and Pedestrian Strategic Plan and the Kansas Byways Interpretive Plan.

EH

Kevin Cure - County Counselor
Gene Mense, via phone - Mense, Churchwell, & Mense

They appeared before the Board, along with various department heads concerning the paying of bills to avoid late fees, shutoffs, etc.

Gene Mense stated that Kansas Law 12-105(b) allows the Board of County Commissioners to designate someone to pay the bills necessary to take advantage of discounts, or to avoid late fees, finance charges, penalties, etc. prior to the Boards approval. A list of those bills paid would need to be presented to the Board at their next meeting. He agreed with Kevin Cure that bills can be paid anytime the Board is in session. When checks are issued for payment, the H.R. Director will need to provide the County Treasurer with a report that same day.

Kevin Cure presented Resolution 05-2014 to the Board for consideration. It modifies the Controls Resolution previously passed.

A motion was made by Commissioner Collins to approve Resolution 05-2014 as presented by Mr. Cure. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

A motion was made by Commissioner Hilderbrand to approve Resolution 06-2014, enacting a Municipal Type Numbering and Identification System for Cherokee County, as presented by Mr. Cure. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes.

Mr. Cure will prepare a resolution for next week to continue the rotation appointment of the Official County Newspaper. His interpretation of the law states that the County is to appoint only one newspaper as the Official County Newspaper.

A motion was made by Commissioner Hilderbrand to run the legal notices for the upcoming April 1, 2014 election in all three newspaper in the county. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes.

A motion was made by Commissioner Collins to approve the funding of \$4,400 to Spring River Mental Health & Wellness for the Truancy Program for 2014. 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 purchase of Big Brutus mugs, and customized Cherokee County coasters for the SEK Officials Meeting to be hosted by Cherokee County on April 24, 2014. The cost is estimated at approximately \$1,500. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

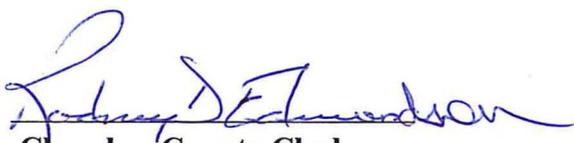
David Groves - Sheriff

He appeared before the Board to have an updated contract with Sedgwick County signed. The contract increases the charge for housing male inmates from \$30 to \$35 per day. They requested the change to be uniform with other counties that house their inmates. Chairman Hilderbrand signed the agreement.

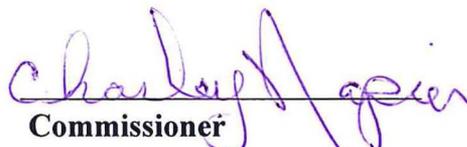
A motion was made by Commissioner Napier to approve the Noxious Weeds Department purchases for backpack sprayers, repair of garage door, and option #1 on the desk, but exclude the computer tower, at a cost of approximately \$1,900 to be paid out of the Equipment Reserve Fund. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes.

Commissioner Hilderbrand made a motion to adjourn until the next regularly scheduled meeting set for February 24, 2014 at 9:00 AM. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes at 12:50 PM.

ATTEST: Resolved and ordered this day, February 24, 2014


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

(Published in the official county newspaper on the 12TH day of February, 2014)

RESOLUTION NO. 5 - 2014

A RESOLUTION ESTABLISHING CERTAIN FINANCIAL CONTROLS AND MANAGEMENT PROCEDURES.

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

WHEREAS, the County in the form of its duly elected governing body has the authority under K.S.A. § 19-101 to determine its local affairs and government, and;

WHEREAS, the County in the form of its duly elected governing body has the authority under K.S.A. § 19-212 to exercise control over the County's financial matters, and;

WHEREAS, the Board of County Commissioners of Cherokee County, Kansas, meeting in regular session, this 25th day of November, 2013, does hereby resolve as follows:

Section 1. Reconciliation of Accounts- General. All county department heads shall assure the reconciliation and balancing, at least monthly, of all bank accounts maintained by such department to the county's cash balance in the accounting system. When posting entries in the accounting system that are identified from the monthly bank statement (automated clearing house/electronic funds transfer/interest earned, etc.) such entries should be posted as of the transaction date of occurrence, rather than the date of posting of such entries and supporting documentation shall be maintained. An online banking system shall be utilized and reviewed daily to post identified transactions that are not posted as a result of regular receipt and payment transactions. In order to perform any bank reconciliation, all activities shall be posted in the accounting system to the month in which they occur. The timely recording of all activity from the bank statement shall occur within three (3) days of the transaction. The accounting system used by the County shall not be closed each month until all transactions are properly posted.

Section 2. Reconciliation of Accounts- Outstanding Checks. During the reconciliation process, when it is determined that outstanding checks issued by the County are more than three years old, then such checks shall be voided. The check detail and money shall then be sent to the State of Kansas Unclaimed Property Division based on the guidelines of the State of Kansas.

Section 3. Reconciliation of Accounts- Outstanding Deposits. Outstanding deposits shall not be on the bank reconciliation for more than one month as deposits in transit recorded as outstanding at the end of any month should clear within a few days on the subsequent bank statement. If any outstanding deposit is show on the online banking statement for more than 3 working days the treasurer shall conduct an immediate inquiry into the cause of such deposit not posting to the bank account.

Section 4. Journal Entries. Each journal entry shall be approved by written notation thereon or on the supporting documentation by a department head other than the person entering it into the system.

Section 5. Deposits. Deposits shall be prepared and made daily for the previous day's activity. The deposit slip shall be dated for the day of the activity rather than the date the deposit slip is prepared. A locked bank bag shall be utilized for the deposit of money to the bank with access to the keys being limited to the depository bank and the county treasurer's office. When the deposit slip is returned from the bank, the person who prepared the deposit shall verify the receipt with the detail to verify that the amounts agree.

Section 6. Detail Receipt Reports. As a part of the daily closing process, cash, checks and credit card transactions shall be counted and compared to what the detail receipt report shows. Any variances in the composition of a day's cash, check and credit card receipts shall be noted on that day's activity report when the money is counted and confirmed at the end of the day on each drawer count down. The variances should then be verified by the person who reviews all drawers. Any variances to the report should be noted on that day's report, initialed and dated by the clerk as well as the supervisor. When funds are delivered to the county treasurer's office from other funds collection points throughout the county such funds shall be entered into the accounting system by separating cash, checks and credit card transactions on the system report. If this is unable to be done due to system constraints, the county treasurer's office make a note in a memo or transaction detail line of the cash, check and credit card balances.

Section 7. Accounts Payable. The Human Resources Department's clerk shall prepare all accounts payable and payroll checks that are not related to the operations of the county lot or any sewer district of the county. This clerk shall then obtain all necessary signatures upon such checks and deliver the same to the secretary of the county commissioners, who shall prepare the envelopes and mail such checks to the appropriate parties. The aforesaid county commissioner's secretary shall prepare all accounts payable and payroll checks that are related to the operations of the county lot or any sewer district of the county. This secretary shall then obtain all necessary signatures upon such checks and deliver the same to the clerk of the Human Resources Department who shall prepare the envelopes and mail such checks to the appropriate parties.

Section 8. Purchase Orders and Invoices. Each department head shall not submit invoices or purchase orders for payment until the written initials or signature of such department head is placed thereon. Process into the accounts payable system and payment of such invoices or purchase orders shall not occur absent such approval by the department head. Supporting documentation for such payments shall be kept for a minimum of 7 years.

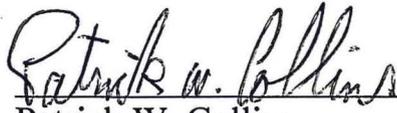
Section 9. County Commission Prior Approval of Checks. All checks shall be approved by the County Commission prior to being mailed, except checks for claims which provide a discount for early payment or for the assessment of a penalty for late payment which may be authorized to be paid in advance of approval thereof by the County Commissioners if payment of the amount of such claim is required before the next scheduled regular meeting of the County Commission in order to benefit from the discount provided by early payment or to avoid assessment of the penalty for late payment. Checks shall be posted to the accounting system within two working days after the County Commission approves the same and be posted the same date as the check. The County Commission shall receive a weekly report detailing checks written from all the County's cash accounts.

Section 10. Repeal. Resolution 32-2013 is hereby repealed.

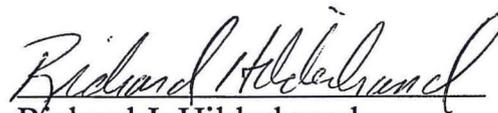
Section 11. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this resolution, or the application thereof to any circumstances, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this resolution.

Section 12. Effective Date. This resolution shall take effect and be in full force from and after its passage and publication once in the official county newspaper.

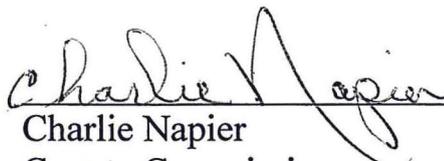
Adopted this 10th day of February, 2014, by the BOARD OF COMMISSIONERS OF CHEROKEE COUNTY, KANSAS.



Patrick W. Collins
County Commissioner

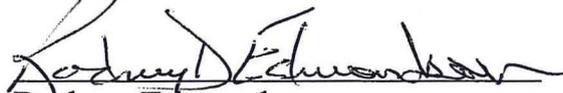


Richard J. Hilderbrand
County Commissioner



Charlie Napier
County Commissioner

ATTEST:



Rodney Edmondson
County Clerk of Cherokee County,
Kansas
Resolution No. 5- 2014

Prepared by:
Kevin Cure, Attorney

(Published on the 12TH day of February, 2014, in the official county newspaper)

RESOLUTION 6 - 2014

A RESOLUTION TO ENACT A MUNICIPAL TYPE NUMBERING AND IDENTIFICATION SYSTEM FOR THE COUNTY OF CHEROKEE.

SECTION 1 BE IT RESOLVED by the Cherokee County Commission that pursuant to Kansas statutes, the commission in order to identify all streets, roads, highways and dwelling places to carry out the purposes of conducting emergency operations to locate and aid the citizens of Cherokee County, Kansas, hereby adopts and ratifies the municipal numbering system established herein.

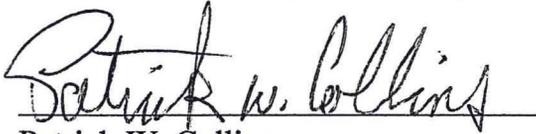
SECTION 2 BE IT FURTHER RESOLVED that all residences and dwelling places situated in the unincorporated areas of Cherokee County, Kansas, shall prominently display a number that can be seen and read from the nearest roadway. The address shall be in white reflector numbers not less than 3 inches in height displayed against and attached to a dark surface, said address number to be located within twenty feet of and facing the road or street which is listed as part of the residence address. Placement will be at the expense of the owner or occupant of the dwelling. The Commission through the County Mapping and Addressing Office will provide an address. Violation of this Resolution will result in a fine of \$5.00 for each day the owner and/or occupant is in violation. Enforcement of this Resolution shall commence upon the publication hereof.

SECTION 3 BE IT FURTHER RESOLVED that selected streets and roads in the County Road System shall have a street or road sign indicating the name of the street or road. Said signs shall be located on the southwest corner of intersections wherein these signs are installed. The initial cost of the signs shall be paid by the County as provided in Kansas Statutes. All such addressing shall be placed and erected in conformity with all applicable state laws and regulations. It shall be unlawful for any person to deface, damage, destroy or remove street or road signs. A penalty of not less than \$100 and not more than \$500, or a term of incarceration in the county jail not to exceed ninety days, or both, shall be assessed for any violation of this Resolution.

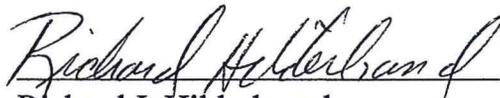
SECTION 4 BE IT FURTHER RESOLVED that the Cherokee County Commission will review any road and street name changes recommended by the County Mapping and Addressing Office prior to making its decision as to any new designation after notice to residents of the street or road, by publication only, unless it directs otherwise.

SECTION 5 The document entitled Ordinance 8-95 passed by the Board of County Commissioners on May 8, 1995, and the document entitled Ordinance passed by the Board of County Commissioners on April 1, 1996, are hereby repealed.

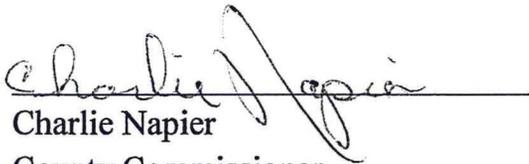
ADOPTED AND APPROVED by the County Commissioners of Cherokee County, Kansas, this 10th day of February, 2014.



Patrick W. Collins
County Commissioner



Richard J. Hilderbrand
County Commissioner



Charlie Napier
County Commissioner

ATTEST:



Rodney Edmondson
County Clerk of Cherokee County,
Kansas
Resolution No. 6 - 2014

Prepared by:
Kevin Cure, Attorney



Kansas Children's Service League

February 4, 2014

Dear Chairman,

877.530.5275
www.kcsl.org

April is recognized nationally as Child Abuse Prevention month and Kansas Children's Service League is the state chapter for Prevent Child Abuse America. Our responsibility in this capacity is to coordinate activities across the state that promote child abuse prevention during this important awareness month.

This year with the opening of the new Visitor's Center at the State Capitol, we are hoping to plan an event that includes one child from every county to witness the Governor's signing of the Proclamation that supports April as Child Abuse Prevention month in Kansas. **We want to create an image of 105 Reasons to Prevent Child Abuse.** Using the floor map of Kansas as a centerpiece, we would like to take a photograph that includes 105 Kansas children, each one standing on their county on the map on **April 11th, 2014.** This photograph would be used for a postcard and other promotional materials to promote child abuse prevention programs across the state. Time will be determined based on the Governor's availability.

We would like the County Commission to partner with KCSL and appoint one child to attend the event to represent your county. Since the best time to reach parents and children and actually prevent child abuse is before age 5, we encourage you to consider identifying a child between the ages of 3 and 5 years old. Ultimately, the criteria to be used for selecting the child from your county are at your discretion. We truly would welcome children and youth of all ages.

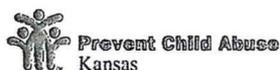
Each participating child will receive a T-shirt to keep that we also ask they wear in the photo, a copy of the photo, and a box lunch for them and the chaperone (parent) attending with them. Unfortunately, KCSL will not be able to provide reimbursement for travel expenses. The Visitor's Center provides tours of the Capitol as well for those families wishing to make a full day of this opportunity.

Make sure your county is included! **Please return the enclosed form by March 21, 2014** with the information on the child representing your county by mail, fax or email to Pamela Noble, 1365 N Custer, Wichita, KS 67203; fax 316-943-9995 or pnoble@kcsl.org. Also please sign and return the media release with this form as it is required for each participating child.

If you have any additional questions or need additional information please contact Pamela by either email pnoble@kcsl.org or phone 877-530-5275 x1343. Thank you for your continued work to make Kansas a great place to raise a family. We hope you can be part of our 105 Reasons to Prevent Child Abuse Kansas and consider signing a proclamation (draft template attached) for your county as well.

Sincerely,

Dona Booe
President/CEO



Kansas Children's Service League is the Kansas Chapter of Prevent Child Abuse America, a member of the United Way and accredited by the Council on Accreditation.

February 10, 2014

Cherokee County Commissioners
Cherokee County Courthouse
127 W. Maple
Columbus, KS 66725

Re: Request for Reconsideration of SFY14 Truancy Funding

Dear Commissioners,

Thank you for allowing Karrah Smith and me the opportunity to speak with you today about the Truancy Prevention Program.

As you know we presented a request last year to continue the \$4,400 County portion of the funding for the Truancy Program. The previous year the County and all the County School Districts shared equally in funding the cost of the program.

Attached you will find an update on that program showing the numbers of children being served so far this year compared to previous years.

Additionally I have attached a brief summary of the programs that SRMHW provides as requested by Charles Napier. The list does not list specific services available through the Wellness Center; however, I can prepare that list if it is desired.

Please let me know if you have other questions and thank you again for your reconsideration.

Sincerely,



Scott Jackson
Executive Director

cc: Rodney Edmondson

Cherokee County Truancy Program
Request to Reconsider Funding
2-10-14

First and foremost, we would like to thank the Cherokee County School Districts and County Commissioners for the funding that has been provided to the Cherokee County Truancy Program. Without your support, this valuable program would not have been available in 2013.

As discussed last year and due to continued legislative budget, we have been informed that there will not be any JJA Prevention monies available to fund the truancy tracking portion of this program for SFY14. It is unknown at this time if there will be monies provided for the truancy counseling sessions for families. The following chart provides data for the past five years. As you will see there was a decrease in the number of youth being referred by the school districts between SFY12 and SFY13; however, referral numbers are increasing in SFY14 and are almost double that of SFY13. This data speaks to the ongoing need of the Truancy program.

	SFY09	SFY10	SFY11	SFY12	SFY13	SFY14
Funding for Truancy Tracking Officer Position	\$13,000	\$13,000	\$10,218	\$5,036	\$0	\$0
Funding for truancy counseling sessions for families	\$6,770	\$4,644	\$6,000	\$2,930	\$2,930	\$0
Funding from school districts / county	\$0	\$0	\$0	\$0	\$22,000	\$17,600
Total number of youth that received services during reporting period	59	63	55	75	52	45 7/1/13- 2/7/14
Number of new referrals during reporting period	52	37	34	44	17	33

As of July 1, 2012, with the support that the school districts and the commissioners provided, SRMHW has been able to maintain the position of Truancy Tracking Officer for our county schools. **The funding provided by each school district / commissioners was \$4,400 for a total cost of \$22,000 for this program.** This includes personnel costs to complete duties such as gathering and tracking school attendance and grades, completion of truancy intakes, preparation of court reports, routine court appearances, direct contact with youth and parents, maintaining contact with school personnel, providing truancy counselors with necessary information and travel expenses. At the present time, we do not anticipate any increase of costs to administer this program.

The CKCO Truancy program continues to produce positive outcomes and we believe it is a service that remains necessary in supporting the school and court system. **During the last fiscal year ending June 30, 2013, 86% of youth discharged successfully completed program requirements and improved their school attendance rate.** Some examples of successful youth:

We had a senior that was referred to the program at the end of March 2013. He was two core class credits behind and on the verge of not graduating with his class. He struggled to attend classes daily as scheduled. Once he had been referred to truancy, he did not miss another day of school. He was then able to complete the required classes and graduate with his class. As well as receiving his diploma, he also received \$8,000 in tuition scholarships through three Technical College / Institutes for automotive repair.

Several students through various districts have come into the program with scores in core classes for first or third quarter grades as failing (0-20% range). These students have been able to bring their grades up for semester to passing (60% or higher).

The data shows that this program continues to be vital for families, school, and the court system. We are asking for reconsideration of your decision to not fund the program for \$4,400 for the current school year.

Please feel free to contact me with any questions or concerns that you may have regarding truancy.

Sincerely,

Karrah Smith
Cherokee County
Truancy Tracking Officer

Number of Truants served from 7/1/13-2/7/14: **45**

Currently monitored cases: **38**

Breakdown of schools:

Columbus: 11
Galena: 6
Riverton: 3
Baxter: 9
Southeast: 6
Oswego: 1
Homeschool: 2

New enrollees through FY14: **33**

Pending on next week's (2/13) docket: 1

Spring River Mental Health and Wellness

Programs 2-10-14

The following is a list of some of the mental health programs offered by SRMHW with a brief explanation of the service.

Additionally SRMHW provides the services of a fitness center with a focus on health and wellness activities.

Within this service we provide the community with a public storm shelter with a backup generator and potential for temporary shelter for county residents in the case of a natural or manmade disaster.

Psychiatry - for evaluation of medications that may help with treatment of mental/emotional disorder

Psychological Evaluation – Use of psychological tests to evaluate for intelligence level, psychopathology, or diagnosis for treatment purposes.

Psychotherapy - Individual, group and family modalities to address identified areas in their life that create personal or family problems.

Alcohol and Substance Abuse Treatment - To help individuals and families suffering from the effects of substance abuse or dependence. The goals are recovery of physical, mental, emotional, social, work, family, and spiritual functioning.

Truancy Counseling – family counseling with a goal of reinforcing parent’s supervision and encouragement in seeing that their child attends regularly.

Truancy Tracking – monitoring school attendance of students in the truancy counseling program and working with school personnel to achieve regular attendance.

Juvenile Intake and Assessment – 24/7 response to assess and make recommendations when a youth is involved with law enforcement

Therapeutic Preschool – a program for children with an emotional or behavioral problem that if not addressed, would prevent them from doing well in the public preschool and/or kindergarten classroom.

Child Psychosocial Rehabilitation Programs - Group programs for three age groups of children that use positive behavior management to help improve self-control, social skills, school performance, and reduce negative behaviors and negative self concepts.

Adult Psychosocial Rehabilitation Program - To assist adults with a serious and persistent mental illness in independent living, education improvement, vocational skills improvement and employment, social skills and symptom management.

Kansas Partnership of Families – A specific program to adults with a severe and persistent mental illness to reconnect with family and friends to utilize them as natural supports in their recovery from mental illness. KU developed this program and SRMHW is one of only a few mental health centers that were successful in implementing it.

PCIT – intensive education and onsite hands-on training to parents of seriously acting out children usually under 5 years of age to reduce physical violent acting out or persistent refusal to follow rules at home.

Parent Support Services – introduces parents of children with a serious emotional disorder to the range of services offered at SRMHW and other agencies and explains how to access these services. This is outreach to parents in their homes and regular meetings are held to provide information that will be informative to parents working to help their child.

Children’s Community Psychiatric Supportive Treatment - intensive case management for children in their homes/schools /community.

Adult Community Psychiatric Supportive Treatment – intensive case management for adults with a serious and persistent mental illness in their homes/schools /community.

Housing Assistance - To assist persons with severe and persistent mental illness to locate and afford a safe and clean independent living environment

Vocational Assistance - To assist individuals with significant impairments and/or disabilities in obtaining and maintaining competitive employment.

Child Attendant Care – Providing basic support on a short term basis to children with a serious emotional disorder (usually in the classroom or another social setting) to assist the child in applying appropriate behaviors learned in the education or community setting.

Adult Attendant Care - Providing basic support on a short term basis to adults with a serious and persistent mental illness (usually in a community setting to assist them in getting accustomed to other community resources).

State Psychiatric Hospital Screening – a 24/7 clinical assessment for individuals displaying symptoms of mental illness. Individuals must meet all three criteria prior to involuntary commitment to Osawatomie State Hospital for treatment.

Competency to Stand Trial Evaluation – Psychological evaluation to determine if an individual is psychologically competent to stand trial.

Civil Guardianship Evaluation – Evaluation of an individual’s ability to manage their own personal and financial affairs or needs the assistance of a guardian/conservator.

24 hour Emergency Services – Respond 24/7 for emergency mental health services by telephone and face to face when needed.

Head Start Consultation Services – Evaluation and recommendation for students that may need a mental health intervention.

Parenting in Divorce Class – for parents going divorce or child visitation disputes. Required by court for all divorcing parents prior to divorce being heard by the court.

DUI Evaluations - Evaluate whether an education program or treatment for substance/alcohol abuse is recommended as the result of DUI. We administer this program for the 11th Judicial District.

Alcohol and Drug Information School – to reduce the likelihood of continued driving under the influence by providing education about the legal, physiological and psychological effects of alcohol and drug use while driving.

Minor in Possession Class - To assist youth who have come in contact with law enforcement due to alcohol/drug use, overcome those behaviors.

Non-Violent Felony Drug Assessments - To determine need and type of treatment that individuals sentenced for non-violent drug felonies will receive.

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

February 5, 2014

Secretary Mike King
Kansas Department of Transportation
Eisenhower State Office Building
Topeka, Kansas 66612

Dear Secretary King,

The Cherokee County Commission is pleased to provide a letter of support for the Transportation Alternative Program funding application, submitted by the Kansas Department of Wildlife, Parks and Tourism, for implementation of the Kansas Byways Bicycle and Pedestrian Strategic Plan.

The proposed Bicycle and Pedestrian facility on the Kansas Route 66 Historic Byway will provide an authentic travel experience for those desiring to explore the intrinsic qualities of the byway with alternative modes of travel along our byway. A Bicycle and Pedestrian trail on our byway will enable our local byway communities and our visitors an opportunity, while bicycling or hiking along our byway in a safe and comfortable manner, to reap the benefits of physical activity while enjoying the outdoors.

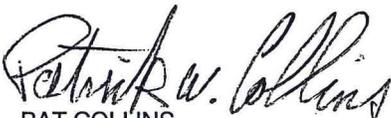
A Bicycle and Pedestrian facility on our byway continues to promote the National and Kansas Byways Program's purpose of strengthening the concept of livability, by improving our region and Kansas' quality of life. A facility such as this also complements our byway's Corridor Management Plan by enhancing the quality of the experience for the Kansas Route 66 Historic Byway visitor.

We ask for your consideration for this funding application.

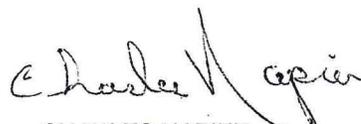
Sincerely,



Richard Hilderbrand
Chairman, Cherokee County Commission



PAT COLLINS
First District



CHARLES NAPIER
Second District

RICHARD HILDERBRAND
Third District

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

February 5, 2014

Secretary Mike King
Kansas Department of Transportation
Eisenhower State Office Building
Topeka, Kansas 66612

Dear Secretary King,

The Cherokee County Commission is pleased to provide a letter of support for the Transportation Alternative Program funding application, submitted by the Kansas Department of Wildlife, Parks and Tourism, for implementation of the Kansas Byways Interpretive Plan as developed by Fermata, Inc.

This funding will update our existing kiosk with interpretation of our byways and add an additional kiosk at a turnout or overlook with interpretation of the Route 66 Byway intrinsic qualities. Short narrative of the scenic, historic, cultural, archaeological, natural, or recreational assets of our byway will be featured at these locations. Additional byway interpretation will assist the traveler to experience an authentic travel experience as they traverse the byway communities.

Further interpretation of the Route 66 Byway continues to promote the Federal Highway's National Scenic Byway program through our Kansas Byways. Interpretation provides the byway traveler an opportunity for a positive experience in our state through the sharing of the unique stories of our byway communities, culture, and the landscape of Kansas.

Kiosks, turn-outs and overlooks with interpretive panels, readily available to the visitor, complements our byway's Corridor Management Plan by enhancing the quality of the experience for the Route 66 Byway visitor.

We ask for your consideration for this funding application.

Sincerely,



Richard Hilderbrand
Chairman, Cherokee County Commission



PAT COLLINS
First District



CHARLES NAPIER
Second District

RICHARD HILDERBRAND
Third District

Noxious Weeds Dept-Capital Fund

Northern Tool-Backpack Sprayer	\$119.99
Taylor Overhead Door- Automatic Opener & Keypad	\$1,520.00
Stronghold Data- Desktop Tower	\$798.00
Office Depot- L Shape Desk, Option #1	\$259.99
Office Depot- L Shape Desk, Option #2	\$399.99
Approximate Total Cost=	\$3,097.97

Proposal

Page No. 1 of 1 Page

Taylor Overhead Door and Canopy "Since 1980"

P.O. BOX 495
NORTH MIAMI, OKLAHOMA 74358
(918) 542-3075 FAX (918) 542-4203

PROPOSAL SUBMITTED TO <i>Cherokee County (Nexlous Weed)</i>		PHONE <i>1-620-429-3321</i>	DATE <i>2-7-2014</i>
STREET <i>529 Country Rd</i>		JOB NAME <i>ReFurbish overhead Door + Install</i>	
CITY, STATE, and ZIP CODE <i>Columbus Ks.</i>		JOB LOCATION <i>electric operator</i>	
ARCHITECT <i>Attention Kristin</i>	DATE OF PLANS <i>cell</i>	FAX <i>1-620-429-1042</i>	JOB PHONE <i>1-620-210-1154</i>

We Propose hereby to furnish material and labor — complete in accordance with specifications below, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature

Rabat Taylor

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

Replace insulated bottom Door section, 12'2" x 24", and fixtures where necessary.
 Lubricate door and springs
 Install more tension on the existing springs
 Install a 10' Rugged I Beam power Hoist select, Residential, electric operator, on your existing door with one transmitter, one wall button and one outside keyless entry (Electric by owner)
 Reinforce the top section of your door where the electric operator attaches.
 The above for \$1381⁰⁰

Alternates:

If aluminum/vinyl & weatherseal is to be installed on the metal jamb outside add \$ 109⁰⁰

If Extra transmitters are required add \$ 30⁰⁰ per transmitter.

Note: Owner to furnish an 110 outlet in the ceiling area approximately 13'-14' back from the door.

When working on your door if there is any additional work other than the above, it would be done on a time & material basis.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

110 outlet to plug-in



Hudson NeverPump Bak-Pak DC Pump Sprayer — 4 Gallon, 60 PSI, Model# 13854

Item# 228869

Was \$139.99
Sale \$119⁹⁹

Order Today and Save \$20.00

In Stock Online

Customer Product Rating

★★★★☆ 4.1 / 5

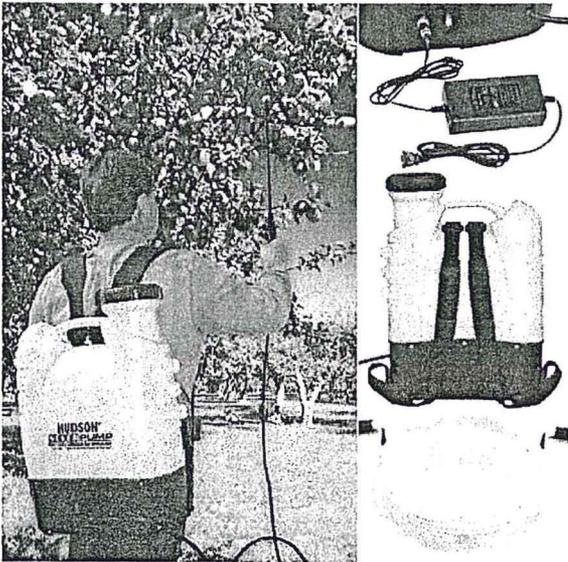
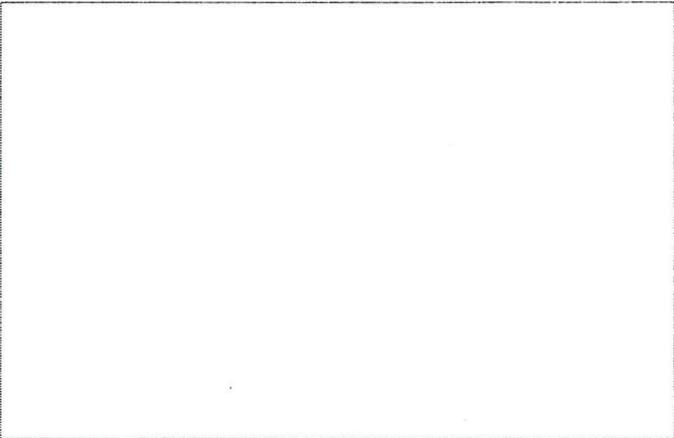
97 of 115 would recommend this product to a friend.

Customer Submitted Image Product Summary

The Hudson® NeverPump® Bak-Pak® is a convenient, easy way to carry enough fluid to handle larger jobs. Its high-performance, rechargeable battery-powered pump sprays for 10 continuous hours on a single charge. The long spray wand has a curved tip for greater accuracy. Chemical-resistant shoulder straps with adjustable pads make it more comfortable to carry. The large tank opening for easy filling has a built-in filter for keeping dirt and debris out of tank to reduce clogging. Viton® seals and gaskets allow you to spray a wide variety of chemicals.

What's Included

- (1) Tank (1) Spray wand with cone nozzle (2) Shoulder straps (1) Battery charger (1) BONUS double-cone nozzle (1) BONUS fan nozzle (1) BONUS shower nozzle



No Need to Pump

Long Lasting, High Performance

The Hudson NeverPump Bak-Pak Sprayer is a high-performance, rechargeable battery-powered pump that sprays up to ten hours on a single charge with no manual pumping required. With a cycle that long, there's no need to recharge while on the job site. Up to ten hours of spray time means you can quickly cover large areas all day. It's easy-to-use with a one-button on/off switch.

Rapid Charging

The sprayer comes with a Rapid AC Charger that completely charges the battery in nine hours and automatically shuts off when complete. You can safely charge overnight and be ready to spray the next morning.

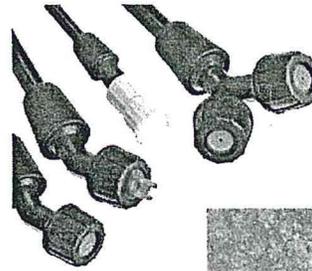
Tough and Easy to Fill

The Hudson NeverPump Bak-Pak Sprayer is designed with a large-capacity, four-gallon tank, making it the convenient, easy way to carry and spray large amounts. The tough, poly tank is translucent, making it easy to see liquid level inside. The large 4" tank opening allows for easy filling and features a screen filter to keep dirt and debris out of tank to reduce clogging. Chemical-resistant shoulder straps with adjustable pads make the sprayer comfortable to carry.

Quick, Accurate and Efficient

Makes Spraying Faster and Easier

Hudson is devoted to helping you spray the right material, in the right amount, the right way. The Hudson NeverPump Bak-Pak Sprayer features a long, 20in. fiberglass/poly spray wand with a curved tip for on-target spraying and comes with a long 72in., non-kinking hose for easy reach. A large on/off valve locks on for comfortable use.

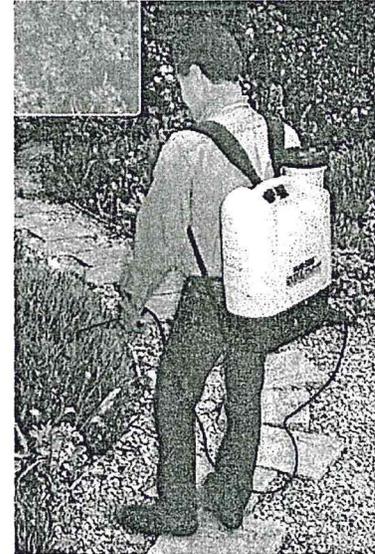


Get the Best Spray Pattern

The Hudson NeverPump Bak-Pak Sprayer comes with four nozzles, so you can choose the best spray pattern for your application. You'll get a cone nozzle that sprays right on target to reduce waste, a long-reach adjustable shower nozzle for spraying from a fine mist to high places, a fan nozzle for spraying flat surfaces and a dual cone nozzle for quick coverage of larger areas.

Great for Big Jobs

With its long battery life and large fluid capacity, the Hudson NeverPump Bak-Pak Sprayer can take on your biggest jobs. When you're spraying cleaners, sealers, mildew removers, etc., on wood decks, siding, fences and outdoor furniture, spraying fertilizer or pesticides in nurseries and greenhouses, or spraying turf gardens and small trees with herbicides, pesticides, and other types of fungicides, it'll make a long job easier. It's also a terrific way to spray fruit trees, larger lawns, farm and ranch use, and more.



Years of Experience

Value that You can Trust

With over a century of global manufacturing and marketing experience in the sprayer business, H.D. Hudson Manufacturing Company has become known for excellent value in the sprayer category. Hudson knows and understands the demands and needs of sprayer users in various markets and brings their customers the best features in spraying products that meet or exceed expectations. Your purchase comes with a one-year limited warranty and great customer service and support.

Features + Benefits

PVC braided power sprayer style hose. They stand up to harsh chemicals + resist kinking + clogging

Extra large fill opening prevents spills when adding chemicals

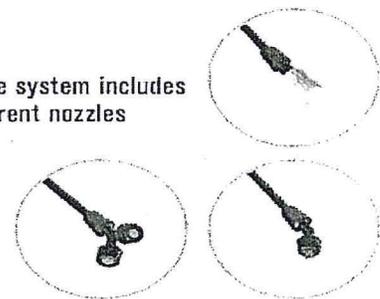
Lead acid battery sprays for 10 continuous hours on a single charge. Includes AC charger that completely charges battery in 9 hours.



Locking large poly-control valve - comfortable, thumb operated

Extra wide 20in. poly spray wand

Bonus nozzle system includes 4 different nozzles

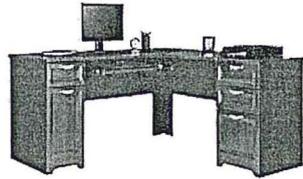


- Large comfortable locking thumb-operated poly control valve
- Wide-mouth screen filter
- 20in.L poly spray wand

- Bonus nozzle system includes 4 different nozzles
- Lead-acid battery sprays for over 10 hours on a single charge
- UL listed charger shuts off automatically to protect battery
- Extra-large fill opening prevents spills
- PVC braided power washer-style hose stands up to harsh chemicals and resists kinking and clogging
- Filler filter
- Viton® seals
- AC adapter recharges battery in 9 hours

Key Specs

Item#	228869	Broadcast Width (ft.)	4–5
Ship Weight	19.4 lbs	Flow (oz./min.)	25
Sprayer Type	Backpack	Hose Length (in.)	72
Tank Size (gal.)	4	Wand Length (in.)	20
Pressure (PSI)	60	Seal Type	Viton
Spray Pattern	Cone, double cone, fan, shower	Battery Charging Time (hrs.)	9
Pump Type	12V	Dimensions L x W x H (in.)	15 x 7 x 20 1/2
Spray Height (ft.)	25–30		



Click to View Gallery
 ☆☆☆☆ (105 Reviews) Write Review

This item is in your cart

Realspace® Magellan Collection L-Shaped Desk, 30"H x 58 3/4"W x 18 3/4"D, Classic Cherry

Item # 475958
 Houses your computer and much more.
 Durable leatherette inlay adds a debonair look.

Your Price
~~\$259.99~~ \$259.99
 / each

Also available in...

ONLINE

✓ In Stock

Delivery date provided at check out ⓘ

✓ Delivery Fee May Apply

OUR STORES

✓ Sold in stores

✓ Free In Store Pick Up ⓘ
 Pricing, Assortment and Availability



Create your ideal workspace...
SEE EVERYTHING IN THE ABOVE COLLECTION [SHOP NOW](#)

About This Product

DESCRIPTION

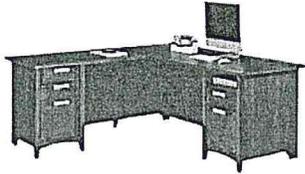
With its warm cherry finish, sleek lines and smart use of shelving and drawer space, the Magellan Collection adds stylish versatility to any office. You'll be amazed at how much storage and work space this collection provides! Assembly required. Each piece is sold individually. Backed by the manufacturer's 5-year limited warranty.

- Houses your computer and much more. Closed-door cabinet offers an ideal place for your CPU tower or larger work supplies.
- Durable leatherette inlay adds a debonair look. The 3 box drawers offer space to organize your manuals, software, work equipment and other accessories, while the bottom file drawer accommodates your letter- or legal-size files.
- Plenty of drawer space for supplies and files.
- Keep your keyboard within reach, but out of the way with the included slide-out tray.

PRODUCT DETAILS

Item #	475958
Manufacturer #	ST090103
collection name	Magellan
construction	particleboard; MDF
furniture style	casual
furniture color	Classic Cherry
dimensions	30"H x 58 3/4"W x 18 3/4"D
component type	desk
cord management	yes
assembly required	Yes
warranty length	5-year limited
brand name	Realspace
distributor	Swinton Avenue Trading Ltd., Inc.
postconsumer recycled content	0
total recycled content	0
file drawer	yes
for what kinds of tasks	light computing
keyboard shelf size	20"W
locking doors/drawers	no
number of drawers	4
pullout keyboard and mouse tray	yes
raised monitor shelf	no
workspace type	home office

	Availability	Price	Quantity
 Realspace® Magellan Collection Hutch, 33 5/8"H x 58 1/8"W x 11 5/8"D, Classic Cherry Item # 475967		\$159.99 /each	Qty. <input type="text"/>
 Realspace® Magellan Collection 4-Drawer Vertical File Cabinet, 54"H x 18 3/4"W x 19"D, Classic Cherry Item # 547722		\$140.99 /each	Qty. <input type="text"/>



This item is in your cart

Realspace® Marbury L-Shaped Desk, 29 1/3"H x 70 7/8"W x 70 7/8"D, Auburn Brown

Item # 710948

5 drawers within a wood veneer structure make it easy to organize a variety of office accessories. Satin-finished contemporary hardware with grooved top detail add a stylish touch.

Your Price
\$399.99 \$399.99
/ each

ONLINE

✓ In Stock

Delivery date provided at check out ⓘ

✓ Delivery Fee May Apply

[Click to View Gallery](#)

Not Yet Rated Write the first review



Create your ideal workspace.
SEE EVERYTHING IN THE ABOVE COLLECTION

[SHOP NOW](#)

About This Product

DESCRIPTION

Furnish your office with sleek, sophisticated pieces from the Realspace® Marbury Collection. Pieces are crafted with refined architectural details and quality wood veneer. Pieces sold individually. Assembly required. Backed by the manufacturer's 5-year limited warranty.

- 5 drawers within a wood veneer structure make it easy to organize a variety of office accessories.
- Satin-finished contemporary hardware with grooved top detail add a stylish touch.

PRODUCT DETAILS

Item #	710948
Manufacturer #	ST121104
construction	wood veneer
furniture style	transitional
furniture finish	medium
dimensions	29 1/3"H X 70 7/8"W X 70 7/8"D
component type	desk
use type	everyday
cord management	yes
assembly required	Yes
warranty length	5-year limited
brand name	Realspace
distributor	Swinton Avenue Trading Ltd., Inc.
postconsumer recycled content	0%
total recycled content	0%
file drawer	yes
for what kinds of tasks	light computing
locking doors/drawers	no
number of drawers	5
pullout keyboard and mouse tray	no
raised monitor shelf	no
workspace type	home office
furniture color	Auburn Brown

	Availability	Price	Quantity
 Realspace® Marbury Collection Hutch, 41 1/8"H x 127 7/8"W x 69 1/2"D, Auburn Brown Item # 711389		\$159.99 /each	Qty. <input type="text"/>
 Realspace® Marbury Collection Executive Desk, 29 1/3"H x 60"W x 29 1/2"D, Auburn Brown Item # 711398		\$199.99 /each	Qty. <input type="text"/>
 Realspace® Marbury Lateral File Cabinet, 29 5/16"H x 24 7/8"W x 17 1/2"D, Auburn Brown Item # 711407		\$129.99 /each	Qty. <input type="text"/>
 Realspace® Marbury Collection 5-Shelf Bookcase, 70 1/2"H X 31 1/2"W X 13"D, Auburn Brown Item # 711434		\$159.99 /each	Qty. <input type="text"/>

[Back To Top](#)

Computer Desks best sellers

\$34499 / each

\$34799 / each

\$69999 / each

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



February 3, 2014

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 is Thirty Two Thousand Dollars (\$32,000.00). The scope of work would cover the following phases as shown from the State of Kansas Property Valuation Division Appraisal Maintenance Specifications plus additional as shown.

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 black ink 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 3th day of February, 2014, 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 2014-2015**", 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 2014-2015"**, 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 Stuart, 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 together with any Consultant proprietary assessment tools, the "TEAM Intellectual Property") and they shall be clearly marked as proprietary. In particular, in the course of performance hereunder, the Consultant may use (and may authorize the County's personnel to use) certain TEAM Intellectual Property to assist in project completion. The County shall not have or obtain any right or title to or interest in such TEAM Intellectual Property (or in any modifications or enhancements thereto).

The Consultant makes no express or implied warranties of any kind regarding the TEAM Intellectual Property. The Consultant understands that the County is subject to the Kansas Open Records Act and decisions regarding disclosure of requested documents, including all reports generated by the Consultant, will be governed by the Act.

COMPENSATION AND METHOD OF PAYMENT

1. Contract Price - The County shall pay the Contractor for the services provided and performed hereunder as per the following schedule:

The Contractor shall bill the County on a monthly basis based on the project work phase percentage completed as shown in the work phase chart in Addendum A page 12, except when the contract is completed, the remaining contract shall be billed within five (5) days

Total Payments **\$32,000.00**

2. Additional Services - 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 services from the Contractor.

3. Invoices/Manner of Payment: The County shall not be responsible for travel or other costs and expenses incurred by the Consultant. The Consultant shall submit an invoice to the County for the services. A standard billing format shall be followed including, but not limited to, the Consultant's Federal Tax Identification Number of 80-0471285. The County shall cause said billing to be paid within thirty (30) days after receipt of services, provided that the Consultant is not in default of any of the Agreement terms or conditions.

Invoices shall be mailed to:

Cherokee County Appraiser
P.O. Box 352
Columbus, KS 66725

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: Richard Alderbrand

Frederick M. Chmura
(Typed or Printed)

Richard Alderbrand
(Typed or Printed)
*Chairperson Board
of Cherokee County Commissioners*

Managing Member
Title

Title

February 3, 2014
Date

2-10-2014
Date

Addendum A

Proposed Work Plan for the Cherokee County, Kansas Appraiser's Office 2014 - 2015

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.

310--Neighborhood Analysis and Review: The Neighborhood Analysis Forms shall include all information required for the county to delineate NBHD boundaries and establish land values. The form should include a profile of the neighborhood's current economic status, land use mix, and other descriptors necessary to properly identify the neighborhood. The data on the forms should also reflect overall market trends, typical sale ranges (vacant and improved) and market rents if applicable. Any necessary changes or updates shall be made to the county's Neighborhood Delineation Map(s).

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.

2014 – 2015 Additional County projects/requests included in this contract:

**Training on Residential Modeling
Training on Commercial Modeling
Rural Residential Quality & Condition Review
House Style Review and Analysis - Guidebook
Farmstead Site Improvement Analysis
Manufactured Home Cost and Depreciation
Office Process & Procedure Review**

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.

WORK PHASE COMPLETION CHART

PROJECT WORK PHASES	PERCENTAGE OF PROJECT
Residential Index Study & List New Construction	5
Commercial Index Study & List New Construction	5
Residential Depreciation Study	5
Commercial Depreciation Study	5
Neighborhood Analysis	5
Land Value Model Recalculation	5
Residential Market Model	9
C//Apt Income Analysis	15
Training on Residential Modeling	5
Training on Commercial Modeling	3
Rural Residential Quality & Condition Review	9
House Style Review and Analysis – Guidebook	3
Farmstead Site Improvement Analysis	5
Manufactured Home Cost and Depreciation	3
Office Process & Procedure Review	7
Report Write-Up	11

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 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

Should Sales Tax, Freight and Installation Charges Be Assessable for Ad Valorem Tax Purposes?, Assessment Journal, March/April 1998, Volume 5 - Number 2

Kansas Develops a Mass Appraisal Designation, Assessment Journal, March/April 1998, Volume 5 - Number 2

Case Study: The Effect of Out-of-Town Buyers on Market Value in a Small Kansas Community, Assessment Journal, May/June 2001, Volume 8 - Number 3

Case Study: Snakes and More Snakes, Assessment Journal, September/October 2001, Volume 8 - Number 5.

Case Study: The House of Mold, Assessment Journal, November/December 2001, Volume 8 - Number 6

Case Study: Kansas's Agricultural Use Value Method, Assessment Journal, May/June 2002, Volume 9 - Number 3

Case Study: The Mold House Revisited, Assessment Journal, Spring 2003, Volume 10 - Number 2