

**MINUTES FOR SEPTEMBER 9, 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, September 9, 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

**Mark Turnbull - Executive Director of Planning and Education for Joplin Regional Prosperity Initiative**

He appeared before the Board to announce that Cherokee County has been invited to participate in the ACT Certified Work Ready Community Initiative. It's a pilot program to build a national system for work readiness. It will build a certified work force that can be used to attract new businesses to the area as well as support for existing businesses. Cherokee County will be the first county in Kansas to participate in the program. The Academy will be held in October.

**Gene & Matt Mense - Cherokee County and Sewer District No. 1 Budgets for 2014**

The Public Hearing for the Cherokee County 2014 Budget opened at 9:08 AM by Chairman Hilderbrand.

Gene Mense informed the Board that the mill levy is down 5 points and valuations for the county are up. There was discussion about the \$500,000 budgeted for Economic Development.

The Public Hearing closed at 9:12 AM by Chairman Hilderbrand.

The Public Hearing for the Sewer District No. 1 Budget for 2014 opened at 9:12 AM by Chairman Hilderbrand.

The Public Hearing closed at 9:13 AM by Chairman Hilderbrand.

A motion was made by Chairman Hilderbrand to approve the Cherokee County 2014 Budget and the Sewer District No. 1 Budget for 2014 as presented. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

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

A motion was made by Commissioner Collins to enter and Executive Session with the Board, and Leonard, and Gene for a period of 5 minutes for the purpose of Non/Elected Personnel. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes at 9:47 AM.

*RLH*

The meeting reconvened at 9:55 AM.

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

### **Jerry Messer - Jerry's Crane Service**

He appeared before the Board to discuss the log jam under the bridge on Coal Valley Road. He thinks everything can be taken over the side of the bridge with a crane, without getting equipment on the bridge. The bridge won't support the weight of equipment. The cost would be \$4,000 per week to remove the log jam. The Board took it under advisement.

### **Department Heads - Monthly Reports**

They met with the Board for their routine monthly meeting with the following Department Heads present and providing updates on their offices: Barbara Bilke, Register of Deeds; Betha Elliott, Health Department; David Groves, Sheriff; Deana Randall, Human Resources; Jason Allison, Emergency Preparedness; Juanita Hodgson, Treasurer; Nancy Herrenbruck, Appraiser; Ralph Houser, Maintenance; Rodney Edmondson, Clerk; Wayne Elliott, 911 Addressing & Mapping; Cecil Brown, Noxious Weeds, Leonard Vanatta, Road & Bridge.

Betha reported that the Health Department is planning to begin flu shots on October 1<sup>st</sup> with a drive-thru clinic. She may need volunteers to help.

David reported that the Architect should have a preliminary report done in 2-3 weeks regarding county building security measures.

Deana presented a request to purchase a new check printer. The Board signed the voucher.

Juanita presented a request to purchase a new printer and a new fax machine. The Board signed the vouchers. She will be hosting a three county training session provided by the Department of Revenue for the new Commercial Vehicle Tags.

Ralph presented the bid from Home Pro for the new doors to the courthouse.

A motion was made by Commissioner Napier to approve the Minutes of the August 26, 2013 BOCC Meeting as written. 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 Physicians Consultant Agreement with Dr. Jonathan Manzer, as presented by Betha Elliott. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

A motion was made by Commissioner Napier to approve the Mid-Month Accounts Payables. 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 bid from Home Pro in the amount of \$16,085 for exterior doors for the Courthouse. The motion was seconded by Commissioner Napier. Following a discussion concerning the pending architectural evaluation of the courthouse entrances and exits for security purposes, Commissioner Collins withdrew his motion with Commissioner Napier withdrawing the second. The item was tabled to a later date.

**Brian Hillier - Benefit Health Advisor, Meritain Health Insurance Update**

Brian appeared before the Board to provide and update on the county's health insurance.

He provided a current claim history as well as an update on the Affordable Care Act. The county's medical costs are down 16% compared to the same period in 2012.

He will meet with the Health Insurance Committee next time prior to meeting with the Board. It should be in late October or early November.

A motion was made by Commissioner Collins to recess for lunch until 1:15 PM. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes at 11:59 AM.

The meeting reconvened at 1:27 PM.

A motion was made by Commissioner Hilderbrand to enter into an Executive Session for the purpose of Non/Elected Personnel to conduct a personal interview of Kim Lauffler for the position of County Appraiser, until 2:00 PM with the Board and Mr. Kevin Cure, County Counselor present. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes at 1:28 PM.

The meeting reconvened at 2:00 PM.

A motion was made by Commissioner Hilderbrand to enter into an Executive Session for the purpose of Non/Elected Personnel to conduct a personal interview of Brad Wright for the position of County Appraiser, until 2:30 PM with the Board and Mr. Kevin Cure, County Counselor present. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes at 2:07 PM.

The meeting reconvened at 2:30 PM.

A motion was made by Commissioner Hilderbrand to enter into an Executive Session for the purpose of Non/Elected Personnel to conduct a personal interview of Wayne Weaver for the position of County Appraiser, until 3:00 PM with the Board and Mr. Kevin Cure, County Counselor present. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes at 2:36 PM.

The meeting reconvened at 3:00 PM.

A motion was made by Commissioner Hilderbrand to enter into an Executive Session with the Board and Mr. Cure for the purpose of Non/Elected Personnel for a period of 30 minutes. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes at 3:07 PM.

The meeting reconvened at 3:37 PM.

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

Under Sheriff Terry Clugston appeared before the Board to present an estimate to repair equipment in the Dispatch Center at a cost of \$5,832.90 to be paid with 911 funds. The Board gave their approval for the repairs.

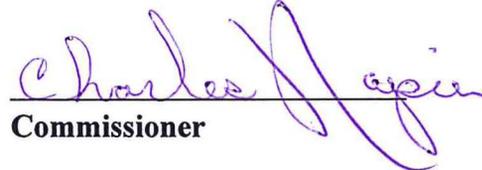
County Clerk Rod Edmondson presented a request to renew software subscriptions for electronic poll books with Election Administrators, LLC at a cost of \$5,130. The Board approved the request with payment to be made from Courthouse Funds.

Commissioner Napier made a motion to adjourn until the next regularly scheduled meeting set for Monday, September 16, 2013 at 9:00 AM. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all in attendance voting yes at 3:44 PM.

**ATTEST: Resolved and ordered this day, September 16, 2013**

  
Cherokee County Clerk

  
Commissioner

  
Commissioner

  
Commissioner

## PHYSICIAN CONSULTANT AGREEMENT

This Agreement is made this 1st day of September, 2013, by and between the Board of County Commissioners of Cherokee County, Kansas, acting in the capacity of the Board of Health, hereinafter referred to as "County" and Dr. Jonathan Manzer, MD, hereinafter referred to as "Physician."

WHEREAS, the County desires to obtain the professional services of the Physician to serve and perform the job of Physician Consultant of the Cherokee County Health Department; and

WHEREAS, it is the desire of the Board of County Commissioners of Cherokee County, Kansas, to provide and set certain working conditions for said Physician; and

WHEREAS, Physician desires to enter into an Agreement to serve as the physician consultant for the Cherokee County Health Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### SECTION 1. DUTIES

- A. Physician agrees that as a licensed physician in the State of Kansas, s/he will perform the functions and duties of the Physician Consultant, as required by K.S.A. 65-201, for the County. The duties of the Physician Consultant shall be to serve as needed. However, said Physician shall be subject to calls at any time and be available on-site in the event of an emergency, natural or man-made disaster, and/or act of terrorism.
- B. On-site emergency hours shall be as needed.
- C. Physician agrees to consult with and direct Cherokee County Health Department Staff / Clinic services in accordance with standards reflected in written protocols based on CDC and Kansas Department of Health and Environment Program guidelines. Essential duties include consulting with nursing staff; annual reviews, update and approval of written protocols; and directing the prescription of pharmaceuticals.

### SECTION 2. TERM

- A. The parties hereby agree that this Agreement shall commence on September 1, 2013 and shall extend until August 31, 2014. Either party may terminate the Agreement by giving sixty (60) days written notice to the other party.

- B. This Agreement shall be renewable in one-year increments, unless written notice of non-renewal is provided thirty (30) days prior to the conclusion of the annual term. Said extension shall cause this Agreement to be extended on the same terms and conditions as herein provided, for an additional period of one (1) year.

#### SECTION 4. COMPENSATION

- A. For the duties set out herein, the County agrees to pay Physician the sum of \$1200.00 per year for the services to be rendered. Said payment shall be made in periodic monthly installments in the amount of \$100.00, payable upon the last working day of each month of this Agreement.

#### SECTION 5. MALPRACTICE INSURANCE

- A. Physician shall maintain such professional liability insurance coverage as described under the provisions of the Health Care Provider Insurance Availability Act (K.S.A. 40-3401, *et seq.*) and specifically, the provisions of K.S.A. 40-3403.

#### SECTION 6. MISCELLANEOUS PROVISIONS

- A. This Agreement is subject to the Kansas Cash Basis law, K.S.A. 10-1101. Any automatic renewal of the terms of this Agreement shall create no legal obligation on the part of the County. The County is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the County's current budget year, or (b) funds made available from any lawfully operated revenue-producing source.
- B. This Agreement is subject to, shall be governed by, and shall be construed according to the laws of the State of Kansas.
- C. Each of the undersigned persons represents and warrants that s/he is authorized to execute this Agreement on behalf of the respective party, and that s/he has full power and authority to bind such party to each and every provision in the Agreement.

- D. Physician shall not assign this Agreement or its responsibilities herein to any other agency, person or subcontractor without the express written consent of the County, in the person of the Administrator of the County Public Health Department. Any approved assignment of subcontract shall not relieve Physician of her / his independent obligation to provide the services contemplated herein and to be bound by the requirements of this Agreement.
- E. This Agreement may not be amended or modified except by another written instrument signed by the party or parties to be bound thereby.
- F. Physician will indemnify and hold the County harmless against all actions, claims, demands, costs, damages, and expenses of every kind which may be brought or made, arising from the negligence of Physician or her / his agents or employees.

IN WITNESS WHEREOF, the Board of County Commissioners of Cherokee County, Kansas, and Dr. J. Manzer, MD, have caused this Agreement to be signed and executed on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF CHEROKEE COUNTY, KANSAS

  
Chairman

9-9-2013  
Date

  
Cherokee County Clerk

9-9-2013  
Date

  
Dr. Jonathan Manzer, MD. Physician

8-29-13  
Date



# PROPOSAL

**Home-Pro Mission Statement**  
 To deliver the highest level of People\* Performance\* Products to our customers who we know have a choice, and to test our abilities by measuring our success through our repeat and referral based customers.  
 John E. Tullis  
 President

3271 North Main\*Joplin MO 64801\* 417-782-2442\*1-800-301-2442\*Fax: 782-8656\* Web Site: www.homeproamerica.com\*Email: J.Tullis@homeproamerica.com

Salesperson Rod Haynes Date 9/6/2013  
 Name Cherokee Cty Courthouse  
 Address 110 W. Maple  
 City Columbus State KS Zip 66725 Phone 620-429-9558  
 Cell \_\_\_\_\_ Other \_\_\_\_\_  
 Web Site Address \_\_\_\_\_  
 Email \_\_\_\_\_  
 Address \_\_\_\_\_

Product Warranty Factory	Workmanship Guarantee 2 Years
<ul style="list-style-type: none"> <li>&gt; Place Trailer on jobsite for continuous clean up</li> <li>&gt; Place a Home Pro Man on job site.</li> <li>&gt; Remove 4 existing doors</li> <li>&gt; Install 3 pair 6' x 7' clear narrow stile panic doors &amp; frames</li> <li>&gt; Install - 3' x 7' clear narrow stile panic door &amp; frame</li> <li>&gt; Install - 3' x 7' hollow metal door &amp; frame</li> <li>&gt; Install - 3' x 6'8" hollow metal door with window &amp; louver</li> <li>&gt; Clean up and haul away debris</li> <li>&gt; Do magnet sweep around perimeter of home and work area</li> <li>&gt; All additional parts removed from home to be returned back to Home Pro</li> <li>&gt; Any changes to jobsite will result in change order and will be paid in full at the time of change</li> <li>&gt; Walk homeowner on start of job, and at finish of job to go over details</li>   <li>&gt; Payment as follows: 50% down on signing of the proposal and remaining balance upon signing of the completion form.</li> </ul>	

Total cost includes installation of above materials. HOME-PRO quality meet or exceeds F.H.A. National specifications as to materials characteristics. Special specifications on request subject to availability or quantities per installation required. Minimum 50% deposit required upon acceptance of proposal. All materials is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any Alteration or deviation from above specifications 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. Our workers are fully covered by Workman's Compensation Insurance and Liability Insurance.

Authorized Signature \_\_\_\_\_ Total \$16,085  
 Note: This proposal may be withdrawn if not accepted within 15 days 10% OSDS \$14,477

**Notice of Right to Cancel**

You, the consumer, may cancel this transaction. You may cancel without any penalty or obligation, within 3 business days from the above date. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to: Home-Pro 3271 North Main Joplin, Missouri 64801, not later than midnight of \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

**Acceptance of Proposal**

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

Date of Acceptance \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Signature \_\_\_\_\_