#### **MINUTES FOR JUNE 27, 2016**

#### **BOARD OF CHEROKEE COUNTY COMMISSIONERS**

#### **CHEROKEE COUNTY, KANSAS**

#### **CONVENE**

Chairman Myers 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, June 27, 2016 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Robert Myers, Pat Collins, Charles Napier, County Counselor Barbara Wright, and County Clerk Rodney Edmondson were present.

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

#### **Jim Burton - City of Columbus**

He appeared regarding the parking lot project at Park Cemetery. He has an estimate from Tri-State Asphalt ranging from \$11,000 to \$12,000 to asphalt the parking lot if the county hauls it and the city does the grading. The city is also considering curb work and would estimate that the work would begin in the fall. The Board took it under advisement.

A motion was made by Commissioner Napier to approve the Minutes of the June 20, 2016 BOCC meeting as written. The motion was seconded by Commissioner Collins. The motion carried 3-0.

The Board discussed changes or additions to the personnel policy for county employees to reflect the changes in the law for the regulation of weapons carried by employees that takes effect July 1<sup>st</sup>, 2016. Counselor Wright will draft the policy and present it to the Board for later review.

#### Leonard Vanatta - County Road Supervisor

He appeared before the Board on routine county road business.

A motion was made by Commissioner Collins to enter an Executive Session with the Board and Leonard for a period of 20 minutes for the purpose of Non-Elected Personnel. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 9:22 AM.

The meeting reconvened at 9:42 AM.

#### **Scott Thompson - Class LTD**

He appeared before the Board to present the 2017 Funding Request for the Board to consider. They are asking for the same amount of funding that has been given for the past four years. The Board took the request under advisement and placed it on the agenda for consideration at the next regular meeting.

A motion was made by Commissioner Collins to enter an Executive Session with the Board and James Jarrett for a period of 15 minutes for the purpose of Non-Elected Personnel. The motion was seconded by Commissioner Napier. The motion carried 3-0 at 9:56 AM.

The meeting reconvened at 10:11 AM.

A motion was made by Commissioner Collins to promote Louis Schreiner to Lot Foreman effective today. He will have 90 days probation with pay to be the same as the former foreman after the probation period. The motion was seconded by Commissioner Myers. The motion carried 3-0.

A motion was made by Commissioner Collins to move James Jarrett to diesel shop foreman effective today. The motion was seconded by Commissioner Napier. The motion carried 3-0.

Treasurer Hodgson presented documentation for a new employee to the Board.

A motion was made by Commissioner Myers to enter an Executive Session with the Board and Treasurer Hodgson for the purpose of Non-Elected Personnel for a period of 10 minutes. The motion was seconded by Commissioner Collins. The motion carried 3-0 at 10:17 AM.

The meeting reconvened at 10:27 AM.

The Board discussed the fact that the vacancy wasn't posted prior to hiring someone which didn't follow county policy. Treasurer Hodgson stated that she went through old applications and hired from those.

A motion was made by Commissioner Collins to approve the new hire in the Treasurer's Office. The motion was seconded by Commissioner Napier. The motion carried 2-1 with Commissioner Myers voting no.

Treasurer Hodgson stated that all old bank accounts have been closed except the main account due to the fact that the State of Kansas keeps making deposits into the old account. She has contacted them again about the change to a new account.

A motion was made by Commissioner Myers to have the old main bank account closed no later than July 18, 2016. The motion was seconded by Commissioner Collins. The motion carried 3-0.

#### **Cindy Lane - SEK Area Agency on Aging**

She appeared before the Board with the funding request for 2017. She provided an update on funding and services that they provide. She stated that they have had funding cuts of \$192,000 this year that has resulted in a reduction of services to area residents. Home meal delivery has been reduced to three hot meals and two frozen meals per week. The Board took her request under advisement. She did not provide a written request for funds.

#### **Jason Allison - Emergency Management**

He presented a copy of the tower lease that he obtained from Jack Maxton. A copy was given to Clerk Edmondson for filing.

A motion was made by Commissioner Collins to approve the 2017 budget request from Spring River Mental Health & Wellness in the amount of \$121,457 which reflects a 9% or \$10,000 increase from 2016 as presented at the last meeting. The motion was seconded by Commissioner Napier. The motion carried 3-0. Counselor Wright presented a revised resolution for insurance proceeds for the Board to consider.

A motion was made by Commissioner Myers to approve Resolution 15-2016 regarding insurance proceeds as presented. The motion was seconded by Commissioner Collins. The motion carried 3-0.

The Board placed the Code of Ethics Policy as presented by Counselor Wright on the agenda for the next meeting.

Counselor Wright presented a resolution for the placement of stop signs at NW 40<sup>th</sup> St. & Lawton Rd. for the Board to consider.

A motion was made by Commissioner Napier to approve Resolution 16-2016 for placement of stop signs at NW 40<sup>th</sup> St. & Lawton Rd. The motion was seconded by Commissioner Myers. The motion carried 3-0.

Counselor Wright presented a resolution for the continuance of the condemnation hearing from last week for Mary Mae Sitton for the Board to consider.

A motion was made by Commissioner Myers to approve Resolution 17-2016 continuing the condemnation hearing for Mary Mae Sitton to July 18, 2016. The motion was seconded by Commissioner Napier. The motion carried 3-0.

#### **Jason Allison - Emergency Management**

He presented an estimate from Cornerstone to survey three properties for the flood buyout for the Board to consider. Cost ranges from \$4,700 to \$6,000 to do the surveys. The Board discussed the availability of someone in Cherokee County to do the survey. Allison provided a list of surveyors, none of which are located in Cherokee County.

A motion was made by Commissioner Myers to have Cornerstone survey the properties. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Myers to take a brief recess then to enter an Executive Session with the Board for the purpose of Non-Elected Personnel for a period of 15 minutes. The motion was seconded by Commissioner Collins. The motion carried 3-0 at 11:25 AM.

The meeting reconvened at 11:46 AM.

A motion was made by Commissioner Collins to renew the County Counselor Agreement with Barbara Wright effective July 1, 2016. The motion was seconded by Commissioner Napier. The motion carried 3-0.

Counselor Wright stated that she has one more deed correction from a previous tax sale that has been set for hearing in the District Court.

Commissioner Collins made a motion to adjourn until the Special Meeting set for Friday, July 1, 2016 at 9:00 AM for the purpose of approving Accounts Payable and Payroll. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 11:50 AM.

The Board will meet in Regular Session on Monday, July 11, 2016. The Board will not meet on Monday, July 4, 2016 due to the Independence Day Holiday.

ATTEST: Resolved and ordered this <u>11<sup>th</sup></u> day of <u>July</u>, 2016

220

**Cherokee County Clerk** 

KS Myens

Commissioner

Commissioner

Commissioner

#### LEGAL SERVICES

#### AGREEMENT BETWEEN BARBARA A. WRIGHT, ATTORNEY AT LAW, AND THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS, FOR THE SERVICES OF COUNTY COUNSELOR

Junt ,the THIS AGREEMENT, dated the 27 day of July, 2016, effective July 1, 2016, is made between the Board of County Commissioners of Cherokee County, Kansas, (hereinafter the County) and Barbara A. Wright (hereinafter the Attorney) for provision of County Counselor services.

1. LEGAL SERVICES TO BE PROVIDED. The Attorney agrees to serve as the County Counselor and to provide, on request, legal advice and services necessary to the County.

#### 2. COMPENSATION.

a. Services provided under this agreement will be compensated at a rate of \$28,000.00 per year

b. The County will not provide health, dental or vision insurance benefits.

3. MODIFICATION TO AGREEMENT. The Agreement may only be modified upon written mutual consent of the parties.

4. TERM OF AGREEMENT. This Agreement will take effect July 1, 2016, and shall continue for 2 years, through June 30, 2018. The Attorney may not terminate this Agreement without first giving 30 days written notice to the County.

ATTORNEY

Barbara A. Wright

Charles Napier Cherokee County Commissioner

Robert Myers, Chairman Cherokee County Commissioner

Patrick Collins Cherokee County Commissioner

ATTEST

Rodney D. Edmondson, County Clerk

SEAL

## **RESOLUTION NO.** 15-2014

## A RESOLUTION PURSUANT TO K.S.A. 40-3901, et. seq., REQUIRING PAYMENT TO CHEROKEE COUNTY, KANSAS, OF A PORTION OF INSURANCE PROCEEDS COVERING A DAMAGED STRUCTURE TO BE PAID TO CHEROKEE COUNTY, KANSAS, WHERE SUCH DAMAGED STRUCTURE HAS NOT BEEN MADE SAFE AND SECURE

## BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS, THAT THE FOLLOWING RESOLUTION BE ADOPTED:

**SECTION 1.** GENERAL AUTHORITY. K.S.A. 19-101, *et. seq.*, and K.S.A. 19-212 authorize the Board of County Commissioners of Cherokee County, Kansas, to transact all County business and perform all powers of local legislation deemed appropriate, and to make all contracts and do all other acts in relation to the property and concerns of the County necessary to the exercise of its corporate or administrative powers.

**SECTION 2.** SCOPE AND APPLICATION. The County is hereby authorized to utilize the procedures established by K.S.A. 40-3901 et. seq., whereby no insurance company shall pay a claim of a named insured for loss or damage to any building or other structure located within the County arising out of any fire, explosion or windstorm where the amount recoverable for the loss or damage to the building or other structure under all policies is in excess of 75 percent of the face value of the policy covering such building or other insured structure unless there is compliance with the procedures set out in this resolution.

**SECTION 3.** LIEN CREATED. The governing body of Cherokee County, Kansas, hereby creates a lien in favor of the County on the proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure located within the County, caused by or arising out of any fire, explosion or windstorm where the amount recoverable for all the loss or damage to the building or other structure under all policies is in excess of 75 percent of the face value of the policies covering such building or other insured structure. The lien arises upon any unpaid tax, special ad valorem levy, or any other charge imposed upon real property, by or on behalf of the County, which is an encumbrance on real property, whether or not evidenced by written instrument or such tax, levy, assessment, expense or other charge that has remained undischarged for at least one year prior to the filing of a proof of lien.

**SECTION 4.** SAME; ENCUMBRANCES. Prior to final settlement on any claim covered by Section 3, the insurer or insurers shall contact the County Treasurer of Cherokee County, Kansas, to determine whether any such encumbrances are presently in existence. If the same are found to exist, the insurer or insurers shall execute and transmit in an amount equal to that owing under the encumbrances, a draft payable to Cherokee County, Kansas.

**SECTOIN 5.** SAME; PRO RATA BASIS. Such transfer of proceeds shall be on a pro rata basis by all insurance companies insuring the building or other structure.

#### **SECTION 6.** PROCEDURE.

(a) When final settlement on a covered claim has been agreed to or arrived at between the named insured or insureds and the company or companies, and the final settlement exceeds 75 percent of the face value of the policy covering any building or other insured structure, and when all amounts due the holder of a first real estate mortgage against the building or other structure, pursuant to the terms of the policy and endorsements thereto shall have been paid, the insurance company or companies shall execute a draft payable to the County Treasurer of Cherokee County, Kansas, in an amount equal to the sum of 15 percent of the covered claim payment, unless the code enforcement officer of the County has issued a certificate to the insurance company or companies that the insured has removed the damaged building or other structure, as well as all associated debris, or repaired, rebuilt or otherwise made the premises safe and secure.

(b) Such transfer of funds shall be on a pro rata basis by all companies insuring the building or other structure. Policy proceeds remaining after the transfer to the County shall be disbursed in accordance with the policy terms.

(c) Upon the transfer of the funds as required by subsection (a) of this resolution, the insurance company shall provide the County with the name and address of the named insured or insureds, the total insurance coverage applicable to said building or other structure, and the amount of the final settlement agreed to or arrived at between the insurance company or companies and the insured or insureds, whereupon, the code enforcement officer shall contact the named insured or insureds by certified mail, return receipt requested, notifying them that said insurance proceeds have been received by the County and apprise them of the procedures to be followed under this ordinance.

**SECTION 7.** FUND CREATED; DEPOSIT OF MONEYS. The County Treasurer of Cherokee County, Kansas, is hereby authorized and shall create a fund to be known as the "Insurance Proceeds Fund." All moneys received by the County Treasurer of Cherokee County, Kansas, as provided for by this ordinance, shall be placed in said fund and deposited in an <u>interest-bearing account</u>.

**SECTION 8.** BUILDING INSPECTOR; INVESTIGATION, REMOVAL OF STRUCTURE.

(a) Upon receipt of moneys as provided for by this ordinance, the County Treasurer of Cherokee County, Kansas, shall immediately notify the code enforcement officer of said receipt and transmit all documentation received from the insurance company or companies to the chief building inspector. (b) Within 20 days of the receipt of said moneys, the code enforcement officer shall determine, after prior investigation, whether the County shall instigate proceedings under the provisions of K.S.A. 12-1750, et. seq., as amended.

(c) Prior to the expiration of the 20 days established by subsection (b) of this resolution the code enforcement officer shall notify the County Treasurer of Cherokee County, Kansas, whether he or she intends to initiate proceedings under K.S.A. 12-1750, et. seq., as amended.

(d) If the code enforcement officer has determined that proceedings under K.S.A.12-1750, et. seq., as amended, shall be initiated, he or she will do so immediately but no later than 30 days after receipt o the moneys by the County Treasurer of Cherokee County, Kansas.

(e) Upon notification to the County Treasurer of Cherokee County, Kansas, by the code enforcement officer that no proceedings shell be initiated under K.S.A. 12-1750 et. seq., as amended, the County Treasurer of Cherokee County, Kansas, shall return all such moneys received, plus accrued, to the insured or insureds as identified in the communication from the insurance company or companies. Such return shall be accomplished within 30 days of the receipt of the moneys from the insurance company or companies.

**SECTION 9.** REMOVAL OF STRUCTURE; EXCESS MONEYS. If the code enforcement officer has proceeded under the provisions of K.S.A. 12-1750 et. seq., as amended, all moneys in excess of that which is ultimately necessary to comply with the provisions for the removal of the building or structure, less salvage value, is any, shall be paid to the insured.

**SECTION 10.** SAME; DISPOSITION OF FUNDS. If the code enforcement officer, with regard to a building or other structure damaged by fire, explosion or windstorm determines that it is necessary to act under K.S.A. 12-1756, any proceeds received by the County Treasurer of Cherokee County, Kansas, under the authority of Section 5(a) relating to that building or other structure shall be used to reimburse the County for any expenses incurred by the County in proceeding under K.S.A. 12-1756. Upon reimbursement from the insurance proceeds, the code enforcement officer shall immediately effect the release of the lien resulting therefrom. Should the expenses incurred by the County exceed the insurance proceeds paid over to the County Treasurer of Cherokee County, Kansas, under Section 5(a), the code enforcement officer shall publish a new lien as authorized by K.S.A. 12-1756, in an amount equal to such excess expenses incurred.

**SECTION 11.** EFFECT UPON INSURANCE POLICIES. This resolution shall not make the County a party to any insurance contract, nor is the insurer liable to any party for any amount in excess of the proceeds otherwise payable under its insurance policy.

**SECTION 12.** INSURERS; LIABILITY. Insurers complying with this resolution or attempting in good faith to comply with this resolution shall be immune from civil and criminal liability and such action shall not be deemed in violation of K.S.A. 40-2404 and any amendments thereto, including withholding payment of any insurance proceeds pursuant to this ordinance, or releasing of disclosing any information pursuant to this ordinance.

**SECTION 13.** All resolutions and parts thereof in conflict herewith are hereby expressly repealed in so far as they conflict herewith.

**SECTION 14.** This ordinance shall be retroactive to January 1, 2016, and be in full force and effect from and after passage and publication in the official County newspaper.

PASSED AND APPROVED this <u>277</u> day of \_\_\_\_\_, 2016, by the Board of County Commissioners of Cherokee County, Kansas.

- Myer

Robert Myers, Chairman Cherokee County Commissioner

Patrick Collins Cherokee County Commissioner

ATTEST

Rodney D. Edmondson, County Clerk

Charles Napier Cherokee County Commissioner

SEAL

## RESOLUTION NO. / 6-20/6

## A RESOLUTION AUTHORIZING TRAFFIC CONTROL SIGNAGE FOR NORTH-SOUTH TRAFFIC AT THE INTERSECTION OF NW 40TH STREET AND LAWTON ROAD IN CHEROKEE COUNTY, KANSAS

## BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS, THAT THE FOLLOWING RESOLUTION BE ADOPTED:

**SECTION 1.** GENERAL AUTHRITY. K.S.A. 19-101, *et. seq.*, and K.S.A. 19-212 authorize the Board of County Commissioners of Cherokee County, Kansas, to transact all County business and perform all powers of local legislation deemed appropriate, and to make all contracts and do all other acts in relation to the property and concerns of the County necessary to the exercise of its corporate or administrative powers.

**SECTION 2.** PROJECT AND ADMINISTRATION. Due to increased traffic and safety concerns at the intersection of NW 40<sup>th</sup> Street and Lawton Road the Board of County Commissioners of Cherokee County, Kansas, directs the County Road and Bridge Department to place permanent stop signs for North - South traffic at said intersection.

**SECTION 3.** All resolutions, County policies or parts thereof, in conflict herewith are hereby expressly repealed insofar and they conflict herewith.

**SECTION 4.** EFFECTIVE DATE. This resolution shall be effective upon passage.

**PASSED AND APPROVED** this  $27^{7}$  day of  $1^{7}$ , 2016, by the Board of County Commissioners of Cherokee County, Kansas.

Robert Myes Robert Myers, Chairman

Robert Myers, Chairman Cherokee County Commissioner

Patrick Collins Cherokee County Commissioner

Charles Napin Charles Napier

Charles Napler Cherokee County Commissioner

ATTEST: 1

Rodney D. Edmondson, County Clerk

SEAL

## **RESOLUTION NO.** 17-2016

A RESOLUTION TO CONTINUE THE MATTER OF PROGRESS AND REPAIRS OF THE STRUCTURE(S) SUBJECT TO THIS CONDEMNATON ACTION, AND FIXING A TIME AND PLACE FOR THE OWNERS, HIS OR HER AGENT, LIENHOLDERS OF RECORD, OCCUPANTS AND OTHER PARTIES IN INTEREST TO APPEAR BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS, AND REPORT THE IMPROVEMENTS TO THE STRUCTURE(S).

WHEREAS, the property owner, Mary Mae Sitton, could not appear before the Board of County Commissioners on Monday, June 20, 2016, due to reported health issues.

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

That a continuance is granted, and a follow-up hearing will be held on the 18<sup>th</sup> day of July, 2016, before the Board of County Commissioners of Cherokee County, Kansas, at 10:00 o'clock a.m., at Cherokee County Courthouse, 1<sup>st</sup> floor Commission Room, 110 West Maple, Columbus, Kansas 66725, at which the owner, his or her agent, any lienholders of record, any occupant and any other parties in interest, as that term is defined by law, of the structure(s) located at:

8511 SE 71<sup>st</sup> STREET, BAXTER SPRINGS, CHEROKEE COUNTY, KANSAS, CONSISTING OF LOT 10, BLOCK 10 IN THE ORIGINAL PLAT OF LOWELL,

may appear and report progress of remedial repairs, removal of debris, and improvements to the structure(s).

PASSED AND APPROVED this 27<sup>Th</sup> day of <u>June</u>, 2016, by the Board of County Commissioners of Cherokee County, Kansas.

**APPROVED:** 

+ Myers

Robert E. Myers, Chair Cherokee County Commissioner

Patrick Collins Cherokee County Commissioner

**ATTEST:** 

Rodney Edmondson Cherokee County Clerk Executed: <u>, 27</u>, 2016, by the Board of County Commissioners

ĥ

Charles Napier Cherokee County Commissioner

NAULU LUWEL SPACE LEASE ASSOCIATION

This AGREEMENT, made and entered into this 5<sup>th</sup> day of March, 2007, by and between Jack Maxton, hereinafter called "LESSOR" and Cherokee County Board of Commissioners hereinafter called "LESSEE".

WHEREAS, LESSOR is the owner of a commercial radio tower located in Cherokee County, Kansas; and

WHEREAS, LESSEE is desirous of renting space on said commercial radio tower.

NOW THEREFORE WITNESS:

1. The Premises. LESSOR leases to LESSEE, on the terms and conditions herein set forth, one certain antennae space on a 401 foot commercial radio tower located at the address and upon the premises more particularly described on Exhibit "A" attached hereto and made a part hereof. The tower and the land upon which it is located shall hereinafter be referred to as premises.

2. Space Leased, Lease Rental. LESSEE leases from LESSOR, space for one antenna on LESSOR'S radio tower located on the real property referenced elsewhere herein up to a height of 200 feet from ground level for a rental of Two Hundred Fifty Dollars (\$250.00) per Month. LESSEE also leases from LESSOR additional antennae space upon the aforesaid tower up to a height of 200 feet as LESSEE shall, in LESSEE'S discretion, determine is necessary. Whenever LESSEE shall have need of an additional antennae and shall so install an additional antennae, LESSEE shall pay LESSOR a monthly rental of \$50.00 for any additional antennae so installed. The lease payment provided for hereunder shall be payable annually in advance.

3. Use. LESSEE is hereby granted the right to place upon the premises, at LESSEE'S cost and expense, certain radio equipment, including antennae, cables, transmitters and other necessary devises for the operation of the radio system that LESSEE intends to install upon the premises. LESSEE shall operate its radio system in accordance with its FCC license, a copy of which is attached as Exhibit "B", hereto. LESSEE shall maintain its license in a current status at all times.

4. Term. This lease shall be for a term of three (3) years commencing upon the date hereof and ending one (1) year from the date hereof, provided however, that the lease term shall automatically renew itself for two (2) successive one (1) year terms unless LESSEE elects to give notice of non-renewal to LESSORS at least 30 days prior to the end of the then existing lease term.

5. Generator. LESSOR shall provide an on-premises generator that shall be maintained to provide induce and power in the event that the usual source of power to operate the radio tower referenced herein is not being provided for any reason.

6. Access to Premises. LESSEE shall have twenty-four (24) hours access to the premises (including the tower and all transmission buildings located upon the premises) for the purpose of installing and maintaining the radio and antennae equipment described herein. LESSEE is specifically granted a non-exclusive license for ingress and egress to said premises during the term of this lease.

All installation and maintenance of LESSEE'S equipment shall be done by qualified contractors or radio technicians at LESSEE'S expense. All tower climbing or tower work shall be done by licensed and insured radio contractors who maintain workmen's compensation insurance, and general liability insurance, and LESSEE shall hold LESSOR harmless from any and all liabilities that may arise from any such tower climbing or tower work or any other work services being performed on the premises on behalf of, and at the request of, LESSEE. LESSOR shall promptly disclose to LESSEE all known dangers and hazards upon the premises known to LESSOR.

This license of access may be used by engineers, employees or contractors of LESSEE, LESSEE'S assigns or subleases, FCC inspectors or persons under the direct supervision of LESSEE for the purposes herein granted.

7. Ownership of Equipment. All equipment, antennae, cables, transmitters and devices placed upon the premises by LESSEE or LESSEE'S assigns or sublessees, shall be and remain the property of LESSEE, and upon termination of this lease LESSEE may be enter into the premises and remove all such items. Such removal shall be accomplished with due care so as not to damage the tower, pad, guys, antennas, wires, cables or transmission building located upon the premises. LESSEE shall, at LESSEE'S expense, repair all damage caused by the removal of such equipment.

repair all damage caused by the removal of such equipment. The Tep Antienta And COAR line plas The line and Coar line is owned by Jack Marking And Are provided at the Cost. 8. Non-Exclusive Use. The lease rights granted to LESSEE are non-exclusive. LESSOR reserves the right to use the premises for its own business purposes provided, however, LESSOR agress not to lease any portion of the tower space for purposes that would interfere with the radio transmission and reception rights granted to LESSEE. LESSEE agrees not to cause interference with LESSOR'S radio use of its tower.

9. Maintenance. LESSOR shall at all times, maintain the tower in accordance with the rules and regulations of the Federal Communication Commission (FCC) and the Federal Aviation Administration (FAA). Specifically LESSOR shall, at all times, maintain the lighting and marking on the tower that are required by such Federal agencies and any other Federal or State agency that might acquire such jurisdiction over such matters. LESSEE shall at all times maintain its equipment in proper working order in compliance with its licenses. LESSOR shall not be responsible for any interference or other operational problems experienced by LESSEE.

10. Destruction of Tower. Should the tower be destroyed by wind, ice, or other acts of God, so as to make the tower useless for LESSEE'S purpose, LESSEE shall have the right to terminate this lease upon 5 days notice to LESSOR.

Sec. 1984

11. Risk of Loss. The risk of loss to the tower shall at all times remain upon the LESSOR. The risk of loss to LESSEE'S equipment shall at all times remain upon LESSEE. LESSOR shall have no duty to protect or insure LESSEE'S equipment.

12. Liability Insurance. LESSOR shall, at all times, maintain public liability insurance covering the premises herein leased. LESSEE shall have the right to request proof of such insurance and further, LESSEE may request that LESSEE be named as an additional named insured on such public liability policy if LESSEE agrees to pay any additional premium therefore. In the event of such request, LESSOR within 30 days of such a request by LESSEE to be so insured, shall take such action as is necessary to add LESSEE as additional named insured.

13. Applicable Laws. All installations and operation in connection with the tower and the premises, either by LESSOR or LESSEE, shall met with all applicable rules and regulations of the United States Government and the State of Kansas, whether promulgated by the FCC, FAA or other agency having jurisdiction over the premises.

14. Right to Assign and Sublease. LESSEE shall not assign its rights under this agreement.

15. Other Leases. Nothing herein shall prohibit LESSOR from selling tower space to any other person, firm or corporation so long as LESSEE'S reasonable use is not interfered with.

16. Default by Lessee. In the event that LESSEE shall default in the payment of any installment of rent or other sums herein specified, and if such default shall continue for ten (10) days after written notice thereof, or if LESSEE shall default in observance or performance of any other of the covenants, agreements, or other obligations hereunder and such default shall not be corrected within ten (10) days after written notice is given thereof to LESSEE, LESSOR shall have the right to terminate this lease and remove, at LESSOR'S option, LESSEE'S equipment from the premises in a reasonable fashion. Such removal by LESSOR shall be without prejudice to any other remedies that LESSOR might have for default of rent or any other default hereunder.

16a. Default by Lessor. In the event that LESSOR shall default in the payment of any installment of rent or other sums herein specified, and if such default shall continue for ten (10) days after written notice thereof, or if LESSOR shall default in observance or performance of any other of the covenants, agreements, or other obligations hereunder and such default shall not be corrected within ten (10) days after written notice is given thereof to LESSOR, LESSEE shall have the right to terminate this lease and remove, at LESSEE'S option, LESSEE'S equipment from the premises in a reasonable fashion. Such removal by LESSEE shall be without prejudice to any other remedies that LESSEE might have for default of rent or any other default hereunder.

17. Removal of Equipment Upon Termination. Upon termination of this lease, LESSEE shall, within sixty (60) days after expiration or termination, remove all of LESSEE'S

property from the premises. In the event LESSEE'S failure to remove such property, LESSOR shall provide 15 days advance notice in writing to LESSEE to remove the property or said property shall be considered to be abandoned and become the property of LESSOR to dispose of as LESSOR see fit.

18. Holding Over. Any holding over after the expiration of the term of this lease and payment and receipt of the lease shall be construed to create a tenancy from month to month at the rents herein specified and shall otherwise be on the terms and conditions herein specified.

19. Notices. All notices and demands incidental to this lease shall be duly served and sent by one party to the other party, by certified mail, postage pre-paid, to the address of said party set forth herein or to such other address as said party shall, form time to time designate in writing.

The address of the parties for the purpose of notice is as follows:

Jack Maxton	Cherokee County Emergency Management
2001 West Katy St	Attn: Jason Allison
Scammon, KS 66773	P.O. Box 143
	Čolumbus, KS 66725

20. Total Agreement. Construction and Applicable Law. This agreement contains the entire, integrated agreement of the parties hereto and supersedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof. No alteration, amendment or addition to this agreement shall be binding upon any party hereto unless contained in a writing signed by the parties. This agreement may be executed in any number of counterparts each of which when executed shall be deemed an original, and all of which together shall constitute one and the same agreement. If any clause, phrase, provision or portion of this agreement or the applicable law, such event shall not affect, impair or render invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this agreement, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision grammar of terms and phrases herein, where necessary to conform this agreement to the circumstances of the parties hereto, shall in all cases be assumed as though in each case, fully expressed herein. This agreement shall be construed in accordance with the laws of the State of Kansas.

Executed the day and year first above written.

LESSORS: Jack Maxton

Mayton ack By

LESSEE: Cherokee County Board of Commissioners

B By

Exhibit "A" Description of the Premises

Exhibit "B" FCC License of LESSEE Exhibit "A"

Lots One (1), to Six (6), both inclusive, in Block Thirty-three (33); and Lots One (1), to Fourteen (14), both inclusive, in Block Thirty-four (34); and Lots One (1), to Fourteen (14), both inclusive, in Block Thirty-five (35), all in First Katy Adistion to the City of Scammon, according to the recorded plat thereof.

,

11635 Rosewood Street, Leawood, KS 66211

# PiperJaffray.

 Tel:
 913 345-3300
 Toll Free: 800 829-5377
 Fax:
 913 345-3393

 Piper Jaffray & Co.
 Since 1895.
 Member SIPC and NYSE

May 2, 2016

Robert E. Myers Chairman Cherokee County Commission Cherokee County, Kansas 313 E. Maple, P.O. Box 495 Columbus, KS 66725

Re: Certificates of Participation to be issued for the purpose of financing infrastructure improvements (wastewater) for Cherokee County, Kansas (the "Certificates").

Dear Mr. Myers,

On behalf of Piper Jaffray & Co. ("us" or "Piper"), we are writing concerning a potential municipal securities transaction as identified above. This letter confirms that you engage Piper Jaffray as an underwriter or private placement respecting the Certificates, subject to the conditions and limitations described below.

This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us. Although you intend or reasonably expect to use Piper Jaffray as an underwriter or private placement respecting the Certificates, this engagement is subject to any applicable procurement laws and the formal approval of Piper Jaffray as underwriter or private placement by your board or governing body, and is also subject to mutual agreement as to the final structure for the Certificates and the terms of a bond purchase or similar agreement. As an underwriter or private placement Piper may provide advice concerning the structure, timing, terms, and other similar matters concerning the Certificates. Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the issuer by contract with us, and that you are not a party to any conflict of interest relating to the Certificates. If our understanding is incorrect, please notify the undersigned immediately.

We are required to have written acknowledgement that you have received the Appendix A and Appendix B disclosures and that this engagement is approved. At your convenience, please return a signed copy to me via email. Please let me know if there are any questions. Thank you.

Sincerely,

Justi Arey

Dustin Avey Managing Director Piper Jaffray & Co.

Lohnt Myers

Acknowledgement of Approval of Engagement and Receipt of Appendix A and B Disclosures

**Cherokee County, Kansas** 

Date: 6/20/14

## Appendix A – G-17 Disclosure

We are providing you with certain disclosures relating to the captioned bond issue (the Bonds), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 in accordance with MSRB Notice 2012-25 (May 7, 2012). Under new federal regulations, all underwriters and placement agents are now required to send the following disclosures to you (as the Issuer of the Bonds) in order to clarify with you the role of an underwriter or placement agent and other matters relating to an underwriting or placing of the Bonds.

Piper Jaffray intends to serve as an underwriter or placement agent respecting the Bonds and not as a financial advisor or municipal advisor to you. As part of our services as an underwriter or placement agent, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting or placing.

If Piper Jaffray is engaged to act as your underwriter in a negotiated underwriting, and by engaging Piper Jaffray as your underwriter, you determined to sell the Bonds by negotiated sale. A negotiated sale is the sale of a new issue of municipal securities by an issuer directly to an underwriter or underwriting syndicate selected by the issuer. A negotiated sale is distinguished from a sale by competitive bid, which requires public bidding by the underwriters. Piper Jaffray did not advise you as to what method of sale (competitive or negotiated sale) you used for this issuance of municipal securities.

## Our Role as Underwriter:

In serving as underwriter for the Bonds, these are some important disclosures that clarify our role and responsibilities:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the Issuer and it has financial and other interests that differ from those of the Issuer;
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;
- *(iv)* The underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The underwriter will review the official statement for the Issuer's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure for investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

## **Our Role as Placement Agent:**

In serving as placement agent for the Bonds, these are some important disclosures that clarify our role and responsibilities:

- (i) MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors;
- (ii) Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation;
- (iii) Unlike a municipal advisor, we do not have a fiduciary duty to you under the federal securities laws and are, therefore, not required by federal law to act in your best interests without regard to our own financial or other interests;
- (iv) We have a duty to arrange the purchase securities from you at a fair and reasonable price, but must balance that duty with our duty to arrange the sale to investors at prices that are fair and reasonable; and
- (v) In the event an official statement is prepared, we will review the official statement for your securities in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

## Our Compensation:

As underwriter, compensation will be by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. As placement agent, compensation will be by a fee that was negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee, discount or placement agent fee will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter or placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

## **Conflicts of Interest for Underwritings Only:**

We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

## Risk Disclosures:

In accordance with the requirements of MSRB Rule G-17, attached as Appendix B is a description of the material aspects of a typical fixed rate offering, including the Bonds. This letter may be later supplemented if the material terms of the Bonds change from what is described here.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with your own financial, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

r

## Appendix B – Risk Disclosures

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

## **Financial Characteristics**

<u>Maturity and Interest</u>. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity), one or more term maturities (specified principal amounts are payable on each term maturity date), a combination of serial and term maturities, or bullet maturities, in which all the Bonds mature on a single maturity date The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

<u>Redemption</u>. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the principal amount of the bonds to be redeemed.

## **Security**

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

## General Obligation Bonds

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist. General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

## <u>Revenue Bonds</u>

"Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

## General Fund Obligations

"General Fund Obligations" are debt securities that are payable from an issuer's general fund and are not secured by a specific tax levy like a general obligation bond or a specific revenue pledge like a revenue bond. General fund obligations come in many varieties and may be a continuing obligation of the general fund or may be subject to annual appropriation. Often general fund obligations are issued in the form of certificates of participation in a lease obligation of the issuer.

## Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

## Risk of Default and Fiscal Stress

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and may include the exercise of available remedies against you on behalf of the holders of the bonds. Depending on state law, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes or other budgetary adjustments may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, subject to applicable state law and the terms of the authorizing documents, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

#### **Redemption Risk**

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

#### **Refinancing Risk**

If the financing plan contemplates refinancing some or all of the bonds at maturity (for example, if there are term maturities, bullet maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent the refinancing of those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict the ability to refund the bonds to take advantage of lower interest rates.

#### **Reinvestment Risk**

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

#### Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other taxexempt bonds also may be limited.



1200 Merle Evans Drive • P.O. Box 266 • Columbus, Kansas 66725

## Funding Request to Cherokee County Commission for 2017

CLASS LTD is a provider of home and community-based services to Cherokee County residents with intellectual and developmental disabilities (I/DD). We are very appreciative of the years of support which have been provided by Cherokee County to assist us with serving these individuals. For calendar year 2017 we are again requesting the County Commission to allocate mill levy funding to assist us in our continuing mission to serve citizens of the county.

CLASS LTD has been providing services to residents of Cherokee County with disabilities for more than 40 years, having incorporated in 1975. CLASS maintains its administrative office as well as a service center for clients in Columbus. We also operate both a Quadplex and Triplex residential site within the City of Columbus which provides housing for 11 individuals. In the 40 plus years which we have served residents of the county, we have seen many individuals grow in independence, gain important life skills, and live successful lives integrated into their communities. We have helped prevent unnecessary institutionalizations and worked to keep families together. We have assisted clients in learning skills needed to gain employment. A continued partnership with the County Commission will allow us to sustain these positive outcomes and achieve new successes in the future.

## Overview of Funding Available for Those with Intellectual/Developmental Disabilities

The majority of all I/DD services are paid for from Home and Community Based Services (HCBS) Waiver funding administered by the Kansas Department for Aging and Disability Services (KDADS). This funding is for direct services to individuals and includes state funding matched with federal Medicaid funding. In order to receive HCBS funding, an individual must first be determined eligible by the local Community Developmental Disability Organization (CDDO). Unfortunately, meeting eligibility requirements does not guarantee that services will begin immediately as there is a waiting list for Kansans awaiting services. It is believed that presently there are more than 3,000 individuals on the statewide waiting list. According to the CDDO of Southeast Kansas, 33 individuals in Cherokee County are on the list awaiting funding.

State of Kansas revenue shortfalls, which were reported to be \$74 million less than expected for Fiscal Year 2016 as of May, 2016, are resulting in budget cuts to KDADS and other state agencies administering disability services. This has led to KDADS proposing policy changes which could reduce reimbursement to service providers in Fiscal Year 2017 for residential and case management services provided. Any cuts in reimbursement will have to be absorbed by service providers who have not seen an increase in service reimbursement rates since 2008. In addition to State budget cuts, recent changes adopted by the United States Department of Labor with regards to payment of overtime under the Fair Labor Standards Act will impact many service providers. CLASS LTD anticipates a 68% reduction in the number of employees who will qualify as exempt from the payment of overtime under the new FLSA rules which are effective December 1, 2016. All of the above factors will present challenges to service providers. Continued receipt of County mill money is extremely valuable to our agency to continue to provide quality services which allow those with disabilities to live successfully in their communities.

We are well aware of the fiscal challenges facing the State of Kansas, and understand that this has resulted in increasing pressures on County funds as well. Accordingly, our 2017 budget request is to maintain the same amount of county funding as has been provided for each of the past four calendar years.

## **CLASS LTD Cherokee County Services:**

CLASS LTD provided on average services to 64 individuals in Cherokee County for the period of July 1, 2015 through May 31, 2016. Those served included an average of 46 adults and 18 children.

To continue to achieve and maintain quality outcomes for those we serve will require a successful partnership with Cherokee County as well as our state funding sources. Funds received from Cherokee County can be leveraged to allow CLASS LTD to provide:

- Funding for persons who have a disability but do not meet the state's eligibility criteria
  - o Job coaching to retain employment
  - In-home supports to remain living in their homes
  - Crisis management
- Local match for state and federal grants
- Maintenance and improvement of facilities and infrastructure such as information technology and software
- Funding for client transportation

## **CLASS LTD's Commitment to Cherokee County Commission:**

- 1. Maintain full licensure by Kansas Department of Aging and Disability Services (KDADS).
- 2. Serve or arrange to serve Cherokee County citizens with developmental disabilities when funding is available or to the extent possible without funding.
- 3. Provide services according to individualized lifestyle choices to the extent possible.
- 4. Provide family members (including siblings) of persons with developmental disabilities the related supports they need and request.
- 5. Create job opportunities for persons served by CLASS LTD.
- 6. Expand independent living skill training for people with developmental disabilities that will enhance their quality of life.
- 7. Promote health and wellness initiatives for staff and clients we serve.

## **CLASS LTD Contributions to our Communities:**

- CLASS LTD employed 50 staff in Cherokee County as of May 31, 2016, with cumulative annual wages in excess of \$1.55 million.
- Sponsored the "Herding Heroes" goat show at the Cherokee County Fair.
- Provides information and referral for families with members with disabilities
- Provides community education on disability issues
- Assists with transition of students to post school life, including jobs
- Makes meeting and training space available to community groups
- Encourages staff members to become involved in community and civic organizations and local government
- Beginning July 1, 2016 CLASS will provide limited public transportation service between Columbus and Baxter Springs area
- Can meet the needs of local employers for workers
- Clients and staff participate in a variety of community activities and causes including:
  - Volunteer with nursing home
  - o Horses of Hope
  - Adoption of local family for Christmas

• Relay for Life

• •

,

- Participate and host the Partnership for All Cherokee County Children (PACCC)
- o Member of the Columbus and Baxter Springs Chambers of Commerce
- o Special Olympics
- Cherokee County Fair
- CLASS has joined as a Supporter member to the Cherokee County Economic Development Corporation

## **CLASS LTD Services Locations in Cherokee County:**

Administrative Office	1200 Merle Evans Drive	
Day Program	315 N. East Ave.	
Triplex	115 S. Illinois	
Quadplex	1215 E. Walnut	

## CLASS LTD Board of Directors in Cherokee County:

Jason Hulvey	Columbus
Deb Porter	Riverton

On behalf of the clients, staff and Board of Directors of CLASS LTD, I want to thank you for your continued interest in and support of persons with developmental disabilities.

Respectfully submitted,

Scott Thompson President/CEO

## **Cherokee County Board of County Commissioners**

Public Attendance Log: <u>Anne 27</u>, 2016

Printed Name	Phone Number	Address	Company or Organization
Scott Thompson	429-12/2_		CLASS 270
Cynthia Lane DAIE BURTOIX	431-2980		SEKAAA
DALE BURTON	620.767 0573		BRONTINY
		· · · · · · · · · · · · · · · · · · ·	
·····	<u> </u>		