

**MINUTES FOR NOVEMBER 20, 2017**  
**BOARD OF CHEROKEE COUNTY COMMISSIONERS**  
**CHEROKEE COUNTY, KANSAS**

**CONVENE**

Chairman Pat Collins 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 a.m. on Monday, November 20, 2017 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Pat Collins, Neal Anderson, Cory Moates, County Counselor Barbara Wright, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt

A motion was made by Commissioner Moates to approve the payroll for the period ending November 10, 2017. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

A motion was made by Commissioner Anderson to approve the accounts payable for the period ending November 16, 2017. The motion was seconded by Commissioner Moates. The motion carried 3-0.

A motion was made by Commissioner Moates to approve the minutes of the November 13, 2017 BOCC meeting as written. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Leonard Vanatta, County Road Supervisor, appeared before the Board on county road business. Commissioner Anderson stated that the road at NW 10<sup>th</sup> St. & Orchard Ln. is getting soft. Leonard stated that they put two loads of rock in it last week. It may need to be dug out and a rock base put back in. Leonard stated that he has talked with the state and they are going to revise the agreement for dust control since there are more houses involved. He stated that he has turned in the tonnage of rock that has been used for the detour repairs for reimbursement by KDOT. He stated that they are looking at a completion date about a year from now. Leonard stated that he received an email from KDOT informing him that they are going to replace six bridges east of Chetopa. He doesn't know when they are going to begin.

A motion was made by Commissioner Moates for an executive session with the Board, Leonard Vanatta, and Counselor Wright for a policy issue of non-elected personnel for a period of 10 minutes. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 9:32 a.m.

The meeting reconvened at 9:42 a.m.

Counselor Wright presented an agreement with Stewart & Neece for the surveying of 5<sup>th</sup> St. in Baxter Springs as part of the KDOT project for the expansion of that road. The Board signed the agreement with Stewart & Neece.

Counselor Wright stated that she has been working on the list of unwanted county owned real properties that the Board wants to auction off. She is carefully going through the list to exclude any property that the county needs to retain. She stated that she is getting close to being able to type the list of properties for the public notice in the newspapers.

Clerk Edmondson presented the offer from KCAMP to participate in a three year rate stabilization program for a second read. The current agreement expires at the end of 2017. Cherokee County will receive a \$6,696 credit for 2018 as a result of favorable claims history over the past three years.

A motion was made by Commissioner Moates to participate in the three year rate stabilization program with KCAMP. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

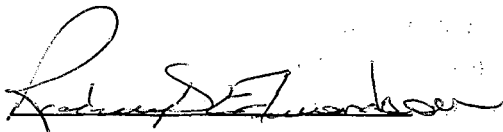
Renee Charles, Mary Billington, and Florence Collins, representing the Historic Route 66 Association appeared before the Board. They informed the Board that Cherokee County has two bridges over the historic route and the signs need to be repaired or replaced. They would like the Galena Viaduct Bridge and the Rainbow Bridge signed alike. They presented a few examples of signs to consider. The City of Galena can make a vinyl sign, but they could be stolen or vandalized easily. They would like to put up more permanent signs similar to the ones used at national parks. They stated that they are not asking the county to pay for the entire project, but they need their permission to move forward with the project. There are several groups that can be approached to help with the costs. The Board asked them to research options and to bring back examples and cost estimates for them to consider.


A motion was made by Commissioner Anderson for an attorney client executive session for litigation purposes for a period of 10 minutes. The motion was seconded by Commissioner Moates. The motion carried 3-0 at 10:30 a.m.


The meeting reconvened at 10:40 a.m.

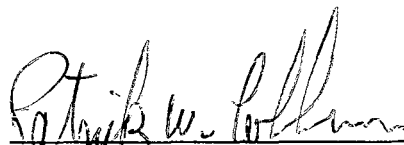
Commissioner Moates made a motion to adjourn until the next regular meeting set for Monday, November 27, 2017 at 2:00 p.m. at which time they will convene as fence viewers and proceed to 656 SE Greenlawn Rd. The Board will reconvened in the Commission Room at 6:00 p.m. for their regular meeting. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 10:58 a.m.

**ATTEST: Resolved and ordered this 27<sup>th</sup> day of November, 2017**

  
Cherokee County Clerk

  
Commissioner

  
Commissioner

  
Commissioner

## RATE STABILIZATION PROGRAM AGREEMENT

**THIS RATE STABILIZATION PROGRAM AGREEMENT** (this "Agreement") is made this 20 day of November, 2017, and shall be effective on January 1, 2018 (the "Effective Date"), by and between Kansas County Association Multiline Pool ("KCAMP"), a group self-insured property/casualty plan formed under Kansas law, K.S.A. 12-2616 et seq., the Kansas Municipal Group-Funded Pool Act, and Cherokee County, Kansas ("Member").

**WHEREAS**, KCAMP provides a Rate Stabilization Program ("Program"), the terms and conditions of which are provided by this Agreement, including Exhibits A and B, and has determined that Member is eligible to participate in the Program; and

**WHEREAS**, Member is desirous of participating in the Program and acknowledges that a condition of participation is that Member agrees to remain a member of KCAMP for a continuous period of three years, commencing on the Effective Date;

**NOW, THEREFORE**, in consideration of the promises hereafter made, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, it is agreed as follows:

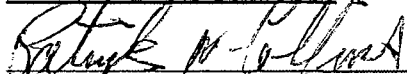
1. **Admittance to Program.** KCAMP hereby agrees, upon receipt of a duly executed and authorized signed copy of this Agreement on or before December 8, 2017, to admit Member to the Program, which will confer upon Member the benefits herein.
2. **Contribution Credit.** As a participant in the Program, KCAMP shall provide a one-time Contribution Credit to Member, which represents an inducement for Member to remain a Member of KCAMP for the Term (as defined below). Member's actual credit is outlined in Exhibit B of this Agreement.
3. **Three Year Commitment.** Member acknowledges that its entry into this Agreement constitutes a commitment to remain a member of KCAMP for three years commencing on the Effective Date (the "Term").
4. **Rate Stabilization.** KCAMP commits that Member's contribution amount shall be capped according to the provisions outlined in Exhibit A of this Agreement, subject to the requirements of K.S.A. 12-2616 et seq. as amended and K.S.A. 12-2904 et seq., as amended. The applicable rate cap for 2018 is identified in Exhibit B.
5. **Return of Contribution Credit.** If, during the Term, Member is no longer a Member of KCAMP for any reason, Member shall return to KCAMP the full amount of Contribution Credit Member received within 30 days of Member's termination from KCAMP membership.

1. **Miscellaneous.**

- (a) **Modification.** This Agreement may be modified or waived only by a separate writing signed by the parties hereto expressly modifying or waiving this Agreement.
- (b) **Governing Law.** This Agreement will be governed by the laws of the State of Kansas without regard to conflicts-of-laws principles.
- (c) **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.
- (d) **Entire Agreement.** This Agreement represents the entire agreement among the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written.
- (e) **Dispute Resolution.** The parties will attempt to resolve any disputes arising out of or relating to this Agreement through discussions and negotiations between each other. If a dispute cannot be resolved amicably between the parties, they will submit such dispute to non-binding mediation with a mediator mutually acceptable to the parties. It is understood that such mediation is to be held as soon as practical after the attempt to resolve such dispute has failed. Any such mediation may not in any way prejudice the rights of any party to commence litigation regarding such dispute, and this Section 6(e) will not constitute a condition precedent to the institution of legal proceedings.

Agreed to on the date and year first above written.

Cherokee County, Kansas



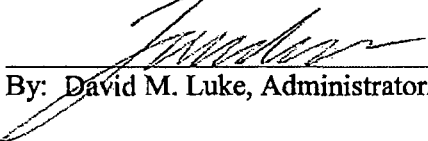
By: Signature of Chair of County or City Commission

Print name and title below

Name: PATRICK W. COLLINS

Title: CHAIRMAN BOARD OF COUNTY COMMISSIONERS

**KANSAS COUNTY ASSOCIATION MULTILINE POOL**



By: David M. Luke, Administrator/CEO



1201 East 15<sup>th</sup> Street  
Joplin, Missouri 64804  
Phone: 417-624-0311  
Fax: 417-624-0365  
[www.stewartandneece.com](http://www.stewartandneece.com)

### Contract for Services

Thank you the opportunity to serve you. We appreciate your confidence in our surveying services.

#### Client Contact Information:

Name: Barbara Wright  
Company: Cherokee County  
Mailing Address: PO Box 476  
Columbus, KS 66725  
Phone: 620-704-2232 Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: wright barb@outlook.com  
Title CO Contact: \_\_\_\_\_

#### Project/Survey Information:

Property Address: \_\_\_\_\_  
\_\_\_\_\_  
Legal Description: provided with  
sub and gutter  
plans  
\_\_\_\_\_  
\_\_\_\_\_  
Deed: \_\_\_\_\_

X Bill To: \_\_\_\_\_  
X Name on Map: \_\_\_\_\_

#### Project/Survey to include circled items: (non-circled items excluded)

- |  |  |
|--|--|
| *Location of Structures<br>House/Garage/Barn/Shed<br>Fences<br>Retaining Walls/Landscaping | *Location of Property Corners<br>*Stakes on Property Line<br>*Elevations<br>*Easements<br>*Utilities<br>*ALTA (Title policy and Checklist required)<br>*Re-stake |
| *Plot Plan<br>*Flood Certification<br>*Legal Description Only                              |  |

#### Special Instructions:

Writing legal descriptions for Right of Way  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cost: 1200 per day, Number of days to be determined

**Payment Schedule:**

To get your project started:

1. Sign this contract and fax to 417-624-0365 or email to [lori@stewartandneece.com](mailto:lori@stewartandneece.com) or [rlneece@msn.com](mailto:rlneece@msn.com)
2. Make a payment of \$        through check, cash, credit card, debit card or pay pal.
3. No work will start until this contract is submitted and the payment is made.

**Terms of Completion:**

1. At completion of the project all remaining balances will be paid before the delivery of your map/file.
2. This surveying firm assumes no liability for delays resulting from weather or other factors beyond reasonable control.
3. Accounts not paid within 30 days will have a 1.5% monthly service charge and a notice of rights will be filed on the property. Accounts not paid within 60 days will have a 3.0% monthly service charge AND a lien will be filed on the property.
4. The terms of this agreement shall expire 6 months from the date of origin.

**Acceptance:**

This represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreements regarding such matter. This Agreement shall be amended or modified only by a written instrument signed by a duly authorized representative of each party. By signing this contract, the Client understands that property may be liened by Stewart and Neece if payment is not received within the timeframe outline herein.

IN WITNESS WHEREOF: the parties have caused this agreement to be executed by their duly authorized representative as of the date set forth below.

Lori Neece

Stewart and Neece Land-Surveying, INC

11-13-17

Date

Patrick W. Collins

Cherokee County, Kansas

Client Name

11-20-17

Date

We need you to provide your legal description. It is found on your deed. You can obtain a copy from the county or any title company usually at no cost. If you can't provide a legal description we can provide one per the information from the County Assessor. We will not be liable for any discrepancies that may occur from us obtaining the legal description. Please initial \_\_\_\_\_

