

MINUTES FOR AUGUST 7, 2017
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Chairman 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, August 7, 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, Machel Smith, and Jordan Zabel

The Board of County Commissioners convened at 9:00 a.m. as the Board of Canvassers for the purpose of canvassing the Primary Election for the City of Columbus that was held on Tuesday, August 1, 2017. Appearing from the County Clerk & Election Office was County Election Officer Rodney Edmondson, Deputy Clerk Paula Cheney, and Susan Jones for the purpose of taking the minutes. County Counselor Barbara Wright was also present.

Edmondson and Cheney presented the reports containing unofficial vote totals from early in-person voting, advance by mail voting, and Election Day voting for the Board to review.

Edmondson and Cheney presented six provisional ballot envelopes for consideration to the Board of Canvassers. Six envelopes were recommended to be accepted, while 0 envelopes were recommended to be rejected. Edmondson and Cheney provided a list of reasons and explanations for the recommendations.

A motion was made by Commissioner Anderson to accept six provisional envelopes as recommended. The motion was seconded by Commissioner Moates. The motion carried 3-0.

At 9:08 a.m. the Board convened in the office of the County Clerk & Election Officer to run the accepted provisional ballots through the M100 ballot tabulation machine for counting. The Special Board consisting of Supervising Judge Geneva Grubbs, Mamie Houser, Deana Randall, and Karen Johnston, opened the sealed provisional ballot envelopes, removed the ballots, and inserted them into the M100 for tabulation. The results were added to the unofficial vote totals.

At 9:28 a.m. the Board reconvened in the Commission Room to review the final election results as presented by Edmondson and Cheney.

Edmondson stated to the Board that the results were a true and accurate account of the ballot count and vote totals in the Primary Election for the City of Columbus held on August 1, 2017.

A motion was made by Commissioner Moates to accept the official results and to certify the August 1, 2017 City of Columbus Primary Election. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

The Board of Canvassers adjourned and reconvened as the Board of County Commissioners at 9:31 a.m.

A motion was made by Commissioner Anderson to approve minutes of the July 31, 2017 Minutes as written. The motion was seconded by Commissioner Moates. The motion carried 3-0.

Mike Billings from the U.S. Department of Agriculture appeared before the Board regarding the grant application submitted by the County for \$35,000 in USDA funds for a new ambulance chassis. Billings read through the obligations of all parties to the grant. He stated that formal bidding will not be required for the project. Topeka has set funds aside, they just need the documents signed stating that Cherokee County will use the funds for the intended purposes. Chairman Collins signed the Letter of Intent to Meet Conditions and the Grant Agreement as presented.

Terry Clugston, County Under-Sheriff appeared before the Board regarding county property to be sold through purplewave.com, an online auction site. Counselor Wright submitted a Finding and Notice of Intent that lists the items that are being placed in the auction. The notice must be signed by the Board and published twice in the official county newspaper prior to the auction beginning. Commissioner Anderson read section 3, detailing the property to be sold.

A motion was made by Commissioner Anderson to accept the Notice as read. The motion was seconded by Commissioner Moates. The motion carried 3-0.

A motion was made by Commissioner Anderson to authorize Clerk Edmondson to sign the Power of Attorney documents for the vehicles to be auctioned and to affix the documents to the original titles to be submitted to purplewave.com. The motion was seconded by Commissioner Moates. The motion carried 3-0.

Jason Allison, County Emergency Management Coordinator, appeared regarding a change order from B-3 Construction for the demolition of flood buyout properties. He stated that two properties had been added to the original contract. The Board approved the issuance of an early check to close the latest property on Friday.

Mark Hixon, County Appraiser, appeared before the Board regarding the allowance of overtime for one of his employees. He is short one employee due to a resignation and would like the approval to allow overtime for one employee during August. The Board approved the request.

Department Heads - Monthly Reports

They met with the Board for their routine monthly meeting for the purpose of updating the Board on happenings within each department, with the following department heads present: Barbara Bilke, Register of Deeds; Betha Elliott, Health Department; David Groves, Sheriff; Deana Randall, Human Resources; Jason Allison, Emergency Management; Juanita Hodgson, Treasurer; Logan Grant, Noxious Weeds; Mark Hixon, Appraiser; Jacob Conard, Attorney; Ralph Houser, Maintenance; Rodney Edmondson, Clerk & Election; Janet Miller, Economic Development; and Wayne Elliott, 911 Addressing & Mapping.

Betha Elliott - She stated that they are gearing up for school vaccinations.

Barbara Bilke - She stated that things have been slow, with only four passports last month.

David Groves - He reported that Downstream Casino concerts, the county fair, and the farm show are completed. They are preparing for back to school programs. The food service contract transition is going well with the new company to start on September 1st. The savings with the new company is expected to be \$30,000 to \$35,000 yearly. He stated that the state prison system is housing more prisoners in Sedgwick County and that has resulting in Sedgwick sending more prisoners here.

Deana Randall - She stated she started the extra premiums for the five employees that didn't participate in the health screenings.

Jacob Conard - He stated that his office is business as usual. They have two trials set this month and are projecting 400 case filings this year.

Janet Miller - She reported that things are picking up as we move into fall. She has submitted a list of available buildings to interested persons.

Juanita Hodgson - She stated that her office is business as usual. The delinquent tax list has been sent to Sentinel Times for publication. There 2,025 parcels with unpaid 2016 taxes that total \$869,777. The updated list for tax foreclosure sales to Mr. Barrett totals over \$1 million in unpaid taxes. The list to Mr. Myers is over \$900,000 in unpaid taxes. She reported that DMV will be supplying new equipment in September for the Real ID upgrade for driver's licenses.

Mark Hixon - He reported that he conducted a ration study on the 65 property sales that occurred through June. The appraised values are at 94% of what the properties are selling for.

Ralph Houser - He stated that he installed LED bulbs in the one light in the Commissioners room. The light output is significantly brighter. He is going to replace two or three heating and air units soon.

Rod Edmondson - He reported that the primary election for the City of Columbus is over and they will begin ballot preparation for the November General Election.

Wayne Elliott - He reported the issuance of five new addresses, four for houses. He also made 34 street signs last month.

Logan Grant - He reported problems with the truck mounted sprayer. He took it to Wichita for repair. On the way home the truck developed problems. The lot was able to get the vehicle repaired.

Commissioner Collins reminded everyone that August 21st is the public hearing for the 2018 County Budget. He asked that all departments attend the meeting.

Juanita Hodgson, County Treasurer, informed the Board that during the last accounts payable a bill for \$1,000 was paid out of the landfill fund. That fund was recently closed and the balance of funds were transferred to County General. She presented written authorization for approval by the Board to allow her to transfer \$1,000 back into the landfill fund to cover the shortage. The Board signed the authorization. Hodgson presented an employee request to transfer sick time to

an employee that doesn't have enough time to cover her time off due to illness. The Board approved the request. She presented a pay increase request of \$.50 per hour for an employee that has completed one year of service. The employee is still at the starting wage. The Board approved the request.

County Treasurer-Elect Raven Elmore appeared before the Board requesting the purchase of office envelopes and conference registration expenses for an upcoming Treasurer's meeting. The Board signed the purchase requests with the expenditures payable with Courthouse funds.

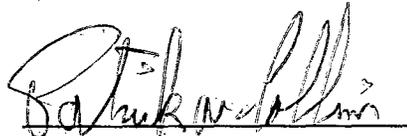
Commissioner Anderson made a motion to adjourn until the next regular meeting set for Monday, August 14, 2017 at 9:00 a.m. The motion was seconded by Commissioner Moates. The motion carried 3-0 at 10:46 a.m.

ATTEST: Resolved and ordered this 14th day of August, 2017


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS

FINDING AND NOTICE OF INTENT

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. PROJECT. Disposition of personal property that is no longer required and cannot prudently be used for public purposes of Cherokee County.

SECTION 3. FINDING AND ADMINISTRATION. Pursuant to K.S.A. 19-211(a)(4), the Board of County Commissioners finds that the following property is out of service, cannot be used for public purposes, and is are no longer required. By unanimous vote, the Board of County Commissioners intends to offer the following property for sale on August 14, 2017, online at www.purplewave.com; no reserves and no minimums:

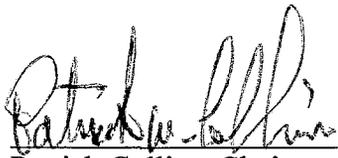
2006 Ford Crown Victoria
2006 Ford Crown Victoria
2003 Ford Crown Victoria
2005 Ford Crown Victoria
2005 Ford Crown Victoria

Miscellaneous old lightbars
Miscellaneous old car camera systems
K-9 vehicle insert
Miscellaneous Kitchen supplies
Old metal wall mount shelves
Miscellaneous gun cases
Walk thru metal detector
Miscellaneous exercise equipment
Seats from patrol units
Prisoner cage and window bars
Office chairs
Miscellaneous tools and fuel tanks

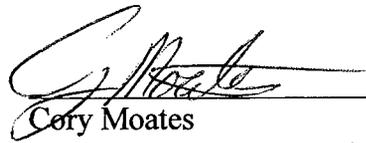
SECTION 4. PUBLICATION. This Finding and Notice of Intent shall be published two times in the official County newspaper.

APPROVED by the Board of County Commissioners of Cherokee County, Kansas, this

7th day of August, 2017.



Patrick Collins, Chairman
Cherokee County Commissioner

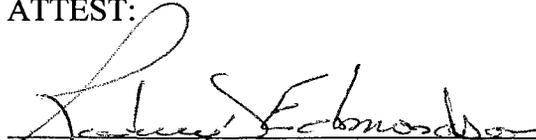


Cory Moates
Cherokee County Commissioner



Neal Anderson
Cherokee County Commissioner

ATTEST:


Rodney D. Edmondson, County Clerk

(Seal)

LETTER OF INTENT TO MEET CONDITIONS

Date 08-07-2017

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

202 West Miller Rd
Iola, KS 66749

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 08-07-2017. It is our intent to meet all of them not later than 12-05-2017.

Cherokee County

(Name of Association)
BY D. Patrick W. Miller
Chairman Cherokee County Commission
(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Subject to the Letter of Conditions dated August 7, 2017. CF grant funds to be used for eligible project costs.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the bwer of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date _____, 20 17 _____ (Signature of Applicant)

Date _____, 20 _____ (Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Shane S. Hastings

Date Approved: _____ Title: CP Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ()			
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 18-011-*****1799		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME Cherokee County		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Kansas	
		5. COUNTY NAME Cherokee	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - A/IAN 4 - HISPANIC 5 - API	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER		8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT
9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.	10. SEX CODE 6 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 2 1 - YES 2 - NO
13. CREDIT REPORT 2 1 - YES 2 - NO	14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 2 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 2 1 - YES 2 - NO
17. COMMUNITY SIZE 2 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 237 (See FMI)	20. PURPOSE CODE 4	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN		25. AMOUNT OF GRANT \$35,000.00
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 0 %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR	34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**United States Department of Agriculture
Rural Housing Service**

COMMUNITY FACILITIES GRANT AGREEMENT

THIS GRANT AGREEMENT (Agreement) dated _____, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN _____ Cherokee County _____

a public body, nonprofit corporation, or Indian tribe (Grantee) and the United States of America acting through the Rural Housing Service (RHS), Department of Agriculture, (Grantor)

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as _____ Ambulance Chassis _____ The principal amount of the grant is \$ _____ 35,000.00 (Grant Funds) which is _____ 33.7200 percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ _____ 103,800.00 Grantee is able to finance and has committed \$ _____ 68,800.00 of Project costs.

The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. § 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

NOW, THEREFORE, in consideration of said grant;

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0173. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Grantee agrees that Grantee will:

A. Cause said Project to be constructed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by Grantor;

B. Provide periodic reports as required by Grantor and permit periodic inspection of the Project by a representative of the Grantor. For grant-only Projects, Form SF-269, "Financial Status Report," and a project performance report will be required on a quarterly basis (due 15 working days after each of each calendar quarter). A final project performance report will be required with the last "Financial Status Report." The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. The project performance reports shall include, but not limited to, the following:

1. A comparison of actual accomplishments to the objectives established for that period;
2. Reasons why established objectives were not met;
3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation; and
4. Objectives and timetables established for the next reporting period.

C. Manage, operate, and maintain the facility, including this Project if less than the whole of said facility, continuously in an efficient and economical manner;

D. Not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds;

E. Make the public facility or services available to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Grantee may make modifications as long as they are reasonable and nondiscriminatory;

F. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant;

G. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

H. Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed;

1. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain Grantor's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed, as provided in paragraphs 1 and 2 above, the Grantee shall request disposition instructions from the Grantor. The Grantor will observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return;

(c) The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

I. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with Grant Funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment as defined below:

1. Use of equipment.

(a) The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with the following standards:

(a) Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Grantor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Grantor.

(c) The Grantor shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.

(ii) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

(iii) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall include:

(a) Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

This Grant Agreement covers the following described equipment (use continuation sheets as necessary).

J. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

K. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

L. Provide either an audit report, annual financial statements, or other documentation prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations, and this Agreement;

M. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement;

N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor Agrees That It:

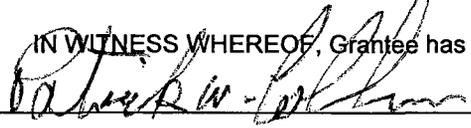
A. Will make available to Grantee for the purpose of this Agreement not to exceed \$35,000.00 which it will advance to Grantee to meet not to exceed 33.7200 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

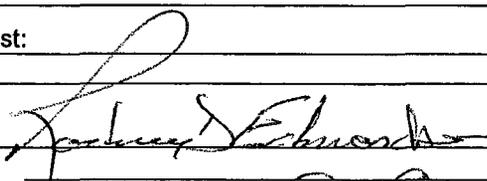
Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed
By 

and attested with its corporate seal affixed (if applicable) by

Attest:



(Title) Clerk

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE
By

Michael Billings
(Name)

Area Specialist
(Title)

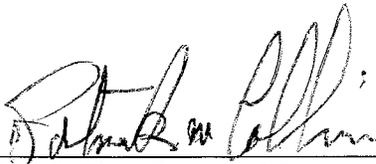
August 7, 2017

Cherokee County Treasurer
Juanita Hodgson
PO Box 149
Columbus, KS 66725

Requests the following transfers:

\$ 1,000.00 from County General funds (100) to Landfill fund (310)

for the expenses of funds for August 2, 2017 issue.



Pat Collins, Board of County Commissioner



Neal Anderson, Board of County Commissioner



Cory Moates, Board of County Commissioner

