

MINUTES FOR JUNE 18, 2018
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Chairman Cory Moates called the regular session of the Cherokee County Board of Commissioners (The Board), to order at 9:00 a.m. on Monday, June 18, 2018 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. County Clerk Rodney Edmondson opened the meeting with prayer followed by the Pledge of Allegiance. Commissioners Cory Moates, Pat Collins, Neal Anderson, County Counselor Barbara Wright, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt and Jordan Zabel

A motion was made by Commissioner Moates to approve the minutes of the June 11, 2018 BOCC meeting as written. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

William Asher living at 755 SE Oakland Ln. appeared before the Board again concerning Oakland Lane. The county owns the deeded 60' roadway, but it was never dedicated as a county road. He is asking the county to return ownership to him so he can maintain it. Counselor Wright stated that the property can be sold or deeded back to him. There is concern regarding the owners on the south side of the road where there are no houses. Counselor Wright will send a letter giving 30 days to respond.

Louis Schreiner, County Lot Supervisor, appeared before the Board on county road business. He stated that he looked at 30th St. and he is recommending fill rock and then asphalt on top to fix it.

A motion was made by Commissioner Anderson to approve the payroll for the period ending June 8, 2018. The motion was seconded by Commissioner Collins. The motion carried 3-0.

A motion was made by Commissioner Moates to approve the accounts payable for the period ending June 15, 2018. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Sheriff David Groves and Undersheriff Terry Clugston appeared before the Board regarding their 2019 budget request for the Sheriff's Office and the Jail. Sheriff Groves stated that they have adjusted some of the line item figures but the total budget request remains the same as this year. The Board took it under advisement.

Jacob Conard, County Attorney, appeared before the Board regarding the 2019 budget request for the County Attorney's Office. Conard stated that they have made some line item adjustments to accommodate the pay increases that were given this year, but the total budget request remains the same as this year. The Board took it under advisement.

A motion was made by Commissioner Collins to take a 10 minute recess. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 9:57 a.m.

The meeting reconvened at 10:07 a.m.

Mark Hixon, County Appraiser, appeared before the Board regarding the 2019 budget request for the Appraiser's Office. He is asking for a \$2,918 increase over this year's budget. He has increased the professional development line item by \$2,000 for training. 77% of his budget is in salaries. The GIS budget request contains a \$1,500 increase for a new computer for 2019. The Board took it under advisement.

Logan Grant, Noxious Weed Director, appeared before the Board regarding the 2019 Noxious Weed budget request. He has decreased a few line items and increased the chemical sales line. The overall budget request is \$500 less than this year's budget. The Board took it under advisement.

Rodney Edmondson, County Clerk, appeared before the Board regarding the 2019 budget request for the County Clerk and the Election Departments. He is asking the Board for a \$3,000 increase in the Clerk's budget to help offset some of the increase in expenses for the salary and wage increases. The total budget request is \$137,000. He presented an Election budget request in the amount of \$149,750 for 2019. The Board took it under advisement.

Doug Mogle appeared before the Board regarding the 2019 budget request for Ambulance Districts #1 and #2. They are asking for the same amount of county funding as 2018. He asked the Board to consider putting some funds into a reserve account to be kept by the county for future needs. The Board took it under advisement.

A motion was made by Commissioner Moates to enter an Attorney Client executive session for the Sewer District Operator contract with the Board, Counselor Wright, and Clerk Edmondson for a period of 10 minutes. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 11:31 a.m.

The meeting reconvened at 11:41 a.m.

A motion was made by Commissioner Moates to hire Matt Biddle as the operator in training for the Sewer District. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Cindy Lane, Executive Director of the Southeast KS Aging and Disability Resource Center, appeared before the Board regarding 2019 county funding for the Area Agency on Aging. They are requesting \$7,500 in county mill levy funding for 2019. She provided an update on the services that they provide to senior citizens.

Commissioner Anderson made a motion to adjourn until the next regular meeting set for Monday, June 25, 2018 at 9:00 a.m. The motion was seconded by Commissioner Collins. The motion carried 3-0 at 11:55 a.m.

ATTEST: Resolved and ordered this 25th day of June, 2018

Cherokee County Clerk

Commissioner

Commissioner

Commissioner

**CONTRACT
FOR CONSULTING SERVICES
BY CONSULTANT**

THIS AGREEMENT entered into this 18th day of June, 2018, by and between Cherokee County, hereinafter referred to as the "County," as principal, and the consulting engineering firm of Schwab-Eaton, P.A., hereinafter called the "Consultant." The Consultant's address is 1125 Garden Way, Manhattan, KS 66502.

WITNESSETH:

WHEREAS, the County is authorized and empowered to contract with the Consultant for the purpose of construction engineering services for the following improvements:

5th Street Widening Project from Central Avenue east 0.35 miles in the City of Baxter Springs.

WHEREAS, the Consultant is licensed in accordance with the laws of the State of Kansas and is qualified to perform the professional engineering services desired by the County, now, therefore,

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION I – SCOPE OF SERVICES

PART A – SERVICES TO BE PERFORMED BY THE CONSULTANT

The Consultant agrees to:

1. Become familiar with the Contract Documents, (Specifications, Special Provisions and plans) prior to beginning field services to be performed under this Agreement.
2. Provide construction observation to determine the Contractor's compliance with the Contract Documents and to reject such work and materials which do not comply with the Contract Documents until any questions at issue, can be referred to and decided by the County and/or Engineer.
3. Attend Preconstruction Conference with the County and Contractor.
4. Keep such daily diaries, logs and records as are needed for a record of the Contractor's progress including the preparation of pay estimates. Review material certifications.
5. Take periodic QC/QA field samples and/or test materials to be incorporated in the work (if warranted), reject those not meeting the provisions of the contract documents until any questions at issue can be referred to and decided by the County and/or Engineer.
6. Provide for Consultant's personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services under this Agreement.

PART B – SERVICES TO BE PERFORMED BY THE COUNTY

The County agrees to:

1. Reimburse the Consultant for construction observation and administration for a fee in the amount of:

The actual payroll charged to the project plus an amount equal to the actual payroll charged to the project multiplied by an overhead and profit factor of 1.90. Additional reimbursements include direct expenses i.e. lodging, mileage (\$0.545/mile), meals (\$8.50/meal) and travel time. The total compensation shall not exceed an anticipated maximum fee of \$104,916.60 unless authorized in writing by the County -- ref. Exhibit B-1 Work Estimate Form and Summary of Total Direct Costs (attached).

2. The County agrees that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the present governing body of said County and their successors, in conformity with the applicable sections of current statutes of the State of Kansas.

SECTION II – MUTUAL AGREEMENTS

It is mutually agreed by the parties hereto:

1. That the services to be performed by the Consultant are personal and cannot be assigned, sublet or transferred without the written consent of the County.
2. That the Consultant shall not have authority or responsibility to supervise, direct or control the Contractor's work or have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.
3. Causes of action between the parties of this Agreement pertaining to acts, or failures to act, shall be deemed to have accrued and the applicable statutes of limitation shall begin to run not later than the date of Substantial Completion. Any claims or disputes made during design, construction or post-construction between the Client and SE shall be submitted to non-binding mediation. Client and SE agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
4. That the right is reserved by the County to terminate this Agreement at any time, upon written notice, in the event the improvement is to be abandoned or indefinitely postponed or because of the Consultant's disability or death, or because the services of the Consultant are unsatisfactory, or failure by the Consultant to prosecute the work with due diligence; provided however, that in any case the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.

5. In providing services under this Agreement, SE will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to SE and by mutual agreement between the parties, SE will without additional compensation correct those services not meeting such a standard.
6. That an adjustment of the Consultant's fee as stipulated in this Agreement may be made if, for any reason, the scope of the work as set forth herein is materially changed. For such additional work, the Consultant will be paid direct payroll costs plus 190 percent of direct payroll costs, and any direct expenses as noted in Section I, Part B.
7. The Consultant hereby expressly agrees to save the County and the County's authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the Consultant, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the Consultant's operation in connection with the services to be performed hereunder.


IN WITNESS WHEREOF: said parties have caused this Agreement to be signed by their duly authorized officers this 18th day of June, 2018.

SCHWAB-EATON, P.A.
CONSULTING ENGINEERS
MANHATTAN, KANSAS


David G. Beach, Project Manager


APPROVED:

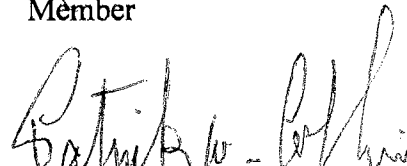
BOARD OF COUNTY COMMISSIONERS


Chairman

ATTEST:


Member


County Clerk


Member

WORK ESTIMATE FORM

Work Scope Defined by Project Plans

Consultant's Name <u>Schwab-Eaton, PA</u>	Project No. <u>11 KA-4148-01</u>
Mailing Address <u>1125 Garden Way</u> <u>Manhattan, KS 66502</u>	County/City <u>Cherokee County</u>
Consultant's Agreement No. <u>15.079C</u>	Calendar Days <u>100</u>
Work Estimate No. _____	CMS Contract No. _____
Project Location _____	
Name of Project Eng/Manager <u>David Beach, PE</u>	Phone Number <u>(785) 539-4687</u>
Name of Chief Inspector <u>Arnie Valdemar</u>	Phone Number <u>(785) 564-1068</u>

1. Field Inspection daily	Eng(s) &/or Mang.	<u>76</u>	@	\$44.00 =	\$3,344.00
	Techn(s)	<u>956</u>	@	\$25.50 =	\$24,378.00
	Others(s)	_____	@	_____ =	\$0.00
	Clerical	_____	@	_____ =	\$0.00
Subtotal					\$27,722.00
2. On-site Testing	Eng(s) &/or Mang.	<u>2</u>	@	\$44.00 =	\$88.00
	Techn(s)	<u>50</u>	@	\$25.50 =	\$1,275.00
	Others(s)	_____	@	\$0.00 =	\$0.00
	Clerical	_____	@	\$0.00 =	\$0.00
Subtotal					\$1,363.00
3. Surveying	Eng(s) &/or Mang.	<u>2</u>	@	\$44.00 =	\$88.00
	Techn(s)	<u>10</u>	@	\$25.50 =	\$255.00
	Others(s)	_____	@	\$0.00 =	\$0.00
	Clerical	_____	@	\$0.00 =	\$0.00
Subtotal					\$343.00
4. Final Paper Preparation	Eng(s) &/or Mang.	<u>8</u>	@	\$44.00 =	\$352.00
	Techn(s)	<u>48</u>	@	\$25.50 =	\$1,224.00
	Others(s)	_____	@	\$0.00 =	\$0.00
	Clerical	_____	@	\$0.00 =	\$0.00
Subtotal					\$1,576.00
Total Direct Payroll Costs					\$31,004.00

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
Eng(s) &/or Mang.	<u>88 @</u>	<u>\$44.00 =</u>	\$3,872.00
Techn(s)	<u>1064 @</u>	<u>\$25.50 =</u>	\$27,132.00
Others(s)	<u>0 @</u>	<u>\$0.00 =</u>	\$0.00
Clerical	<u>0 @</u>	<u>\$0.00 =</u>	\$0.00
Total Direct Payroll Costs			\$31,004.00
B. Salary Related Overhead	<u>1.9</u>		\$58,907.60
C. Total Payroll plus Overhead			\$89,911.60
D. Net Fee			<u> </u>
E. Direct Expenses (Travel, Postage, Misc.)			
Per Diem & Subsistence	<u>Days 72 @</u>	<u>\$110.00 =</u>	\$7,920.00
Mileage	miles	\$0.00/mile	
Auto	<u> @</u>		\$0.00
Pickup	<u>13000 @</u>	<u>\$0.545</u>	\$7,085.00
Postage	<u> @</u>	<u> </u>	\$0.00
Testing Laboratory or Consulting Firm to Assist (Name of Lab or Firm) (Details Needed)	<u> @</u>	<u> </u>	\$0.00
Equipment Rental (Details \$500 +)	<u> @</u>	<u> </u>	\$0.00
Total Other Direct Expenses			<u>\$15,005.00</u>
TOTAL COST PLUS NET FEE ESTIMATE			<u>\$104,916.60</u>

Consultant Representative *Donald J. ... PE*

Date 6/13/18

Cherokee County LPA Authorized Representative *[Signature]*

Date 6-18-18



Did you know?

Southeast Kansas Area Agency on Aging is a non-profit agency serving seniors (60+) in the following counties: Allen, Bourbon, Cherokee, Crawford, Labette, Montgomery, Neosho, Wilson and Woodson.

The Area Agency on Aging (with Federal, State and County Funding) provides:

Attendant Care and Homemaker services to those individuals meeting functional and financial guidelines.

Our agency also provides funding for:

Information and Assistance

- Meals on Wheels
- Medicare counseling
- Legal services (forms such as Durable Power of Attorney and Living Wills) debt resolution and dealing with fraud
- Caregiving Support
- Fall Prevention and Tai Chi classes
- Case Management
- Respite care

Call 431-2980 or 1-800-794-2440 for additional information.

CHEROKEE COUNTY AMBULANCE		Budget 2019
Districts I & II Col/Gal		
Budget 2019	Col/Gal	
INCOME		
Ambulance Service	550,000	
County Subsidy	405,056	
Interest Income	300	
TOTAL INCOME	955,356	
EXPENSES		
LOAN SERVICE		
	0	
Telephone/Internet- Col	3,800	
Telephone/Internet-Gal	3,800	
Electricity-Col	11,000	
Electricity-Gal	4,300	
Gas-Col	2,600	
Gas-Gal	1,000	
Water-Col	1,000	
TOTAL UTILITIES	27,500	
Ambulance Replacement	50,000	
Fuel	24,000	
Ambulance Maintenance	8,000	
TOTAL AMBULANCE	82,000	
Capital Equipment	25,000	
Equipment Repair-Col	2,000	
Equipment Repair-Gal	2,000	
Medical Supplies	30,000	
Operating Supplies	1,000	
Oxygen	1,900	
Total Equipment	61,900	
TOTAL PAYROLL (See pg 2)	774,776	
Building Repairs- Col	5,000	
Building Repairs-Gal	1,000	
TOTAL BUILDING REPAIRS	6,000	
Postage	200	
Office Supplies	2,500	
Professional Services *	33,000	
Office Equipment Purchase	1,000	
Office Equipment Repair	300	
Insurance	13,000	
Bank Charges	200	
Dues & Subscriptions	300	
Taxes & Licenses	1,000	
TOTAL OFFICE EXPENSES	51,500	

CHEROKEE COUNTY AMBULANCE
Districts I & II Col/Gal

Training Classes	2,500
Text Books	200
TOTAL TRAINING	1,200

Miscellaneous Expenses	4,000
TOTAL MISC. EXPENSES	4,000

TOTAL EXPENSES	1,008,876
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<u>NET LOSS/GAIN</u>	(53,520)
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* Contracted acctg and billing service

Assets - July 11, 2017	July 11, 2017	June 18, 2018
Checking Account	41,668	48,649
Savings	81,647	191,492
C.D.'s	51,497	51,839
TOTAL	174,812	291,980

*** 2018 Major Exp Amb 73.6 cots 40.0

Salary 2019

Salaries Full-Time - 13	505,351
Salaries Part-Time -13	129,081
Social Security	48,534
Employee Benefits	22,000
Health Insurance	49,000
Workman's Comp	20,000
Unemployment Taxes	800
TOTAL PAYROLL 2019	774,766

JANET A. GRAHAM

Public Accountant, Inc.

128 South Kansas • P.O. Box 81
Columbus, Kansas 66725
(620) 429-2662
FAX (620) 429-1743

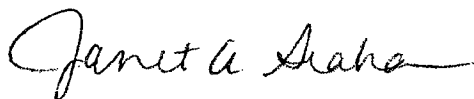
To the Board of Directors
Cherokee County Ambulance
Association, Inc.
Columbus, KS 66725

I have compiled the accompanying balance sheet of Cherokee County Ambulance Association, Inc., a non-profit organization, as of May 31, 2018, and the related statement of income for the month and the five months then ended in accordance with Statements on Standards for Accounting and Review Services adopted by the Public Accountants Association of Kansas.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures, statement of retained earnings and statement of cash flow required by generally accepted accounting principles. If the omitted disclosures, statement of retained earnings and statement of cash flow were included in the financial statements, they might influence the user's conclusions about the Organization's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

JANET A. GRAHAM, PUBLIC ACCOUNTANT, INC



June 14, 2018

CHEROKEE COUNTY AMBULANCE ASSN, INC.

Balance Sheet

May 31, 2018

ASSETS

Current Assets		
Checking - Exchange	\$	16,765.25
Checking - Commerce		5,058.11
Savings - Labette Bank		8,598.84
Savings - Exchange		160,957.55
Galena - Travel		306.85
Columbus - Travel		67.16
CD - Exchange #2001919		10,386.43
CD - Exchange #2001997		5,264.68
CD - Exchange #2002056		5,240.17
CD - Exchange #2002066		10,399.87
CD - Exchange #2002128		10,368.74
CD - Exchange #2002185		10,178.84
Accounts Receivable		205,957.84
Prepaid Expenses		13,323.77
Total Current Assets		462,874.09
Property and Equipment		
Furniture & Fixtures		20,170.19
Machinery & Equipment		639,027.59
Buildings & Land		116,489.97
Building-Powrachute		302,677.79
Building-Galena		108,708.25
Land-Powrachute		61,212.15
Improvements-Powrachute		81,240.61
Vehicles		681,874.64
Accumulated Depreciation		(1,441,662.58)
Total Property and Equipment		569,738.61
Other Assets		
Loan Costs		4,998.50
Less: Accum Amortization		(4,439.65)
Total Other Assets		558.85
Total Assets	\$	1,033,171.55

"See Accountant's Compilation Report"

CHEROKEE COUNTY AMBULANCE ASSN, INC.
Balance Sheet
May 31, 2018

LIABILITIES AND CAPITAL

Current Liabilities			
Accounts Payable	\$	2,920.46	
Payroll Taxes Payable		733.56	
Retirement Payable		0.04	
Total Current Liabilities			3,654.06
Long-Term Liabilities			
Total Long-Term Liabilities			0.00
Total Liabilities			3,654.06
Capital			
Contributed Capital		44,844.23	
Retained Earnings		974,210.10	
Net Income		10,463.17	
Total Capital			1,029,517.50
Total Liabilities & Capital	\$		1,033,171.55

"See Accountant's Compilation Report"

CHEROKEE COUNTY AMBULANCE ASSN, INC.
Income Statement
For the Five Months Ending May 31, 2018

	Current Month		Year to Date	
Revenues				
Ambulance Service	\$ 37,632.79	52.70	\$ 239,646.57	56.37
County Subsidies	33,754.66	47.27	185,650.43	43.67
Discounts & Refunds	0.00	0.00	(327.82)	(0.08)
Interest Income	22.01	0.03	156.56	0.04
Total Revenues	71,409.46	100.00	425,125.74	100.00
Expenses				
Telephone - Columbus	604.10	0.85	3,027.55	0.71
Electricity - Columbus	719.60	1.01	3,883.68	0.91
Electricity - Galena	319.00	0.45	1,751.00	0.41
Gas/Propane - Columbus	280.87	0.39	2,552.08	0.60
Water - Columbus	86.24	0.12	431.20	0.10
Total Utilities	2,009.81	2.81	11,645.51	2.74
Fuel	2,061.80	2.89	9,486.52	2.23
Ambulance Maintenance	225.23	0.32	1,894.24	0.45
Total Ambulance	2,287.03	3.20	11,380.76	2.68
New Equipment	28,459.78	39.85	30,259.78	7.12
Medical Supplies	1,925.98	2.70	11,849.32	2.79
Oxygen	63.50	0.09	746.76	0.18
Total Equipment & Supplies	30,449.26	42.64	42,855.86	10.08
Salaries - Full Time	34,511.23	48.33	194,941.14	45.85
Salaries - Part Time EMT	8,550.18	11.97	49,528.81	11.65
Social Security Expense	3,284.29	4.60	18,647.45	4.39
Health Insurance	4,598.32	6.44	21,485.75	5.05
Workman's Compensation	1,385.00	1.94	6,537.00	1.54
Unemployment Taxes	43.06	0.06	349.67	0.08
Total Payroll	52,372.08	73.34	291,489.82	68.57
Operating Supplies	0.00	0.00	94.61	0.02
Repairs - Columbus	42.68	0.06	190.01	0.04
Repairs - Galena	275.00	0.39	728.76	0.17
Depreciation Expense	6,682.58	9.36	30,174.58	7.10
Total Building	7,000.26	9.80	31,187.96	7.34
Amortization Expense	76.25	0.11	381.25	0.09
Postage	0.00	0.00	98.00	0.02
Office Expense	0.00	0.00	1,157.32	0.27
Professional Services	3,753.78	5.26	14,805.23	3.48
Insurance	956.04	1.34	4,780.20	1.12
Bank/Credit Card Charges	26.00	0.04	204.04	0.05
Dues & Subscriptions	21.25	0.03	21.25	0.00
Taxes & Licenses	260.00	0.36	260.00	0.06
Total Office	5,093.32	7.13	21,707.29	5.11
Miscellaneous Training	0.00	0.00	200.00	0.05
Total Training	0.00	0.00	200.00	0.05

"See Accountant's Compilation Report"

CHEROKEE COUNTY AMBULANCE ASSN, INC.
Income Statement
For the Five Months Ending May 31, 2018

	Current Month		Year to Date	
Miscellaneous Expense	0.00	0.00	3,037.49	0.71
Travel Reimbursement	307.05	0.43	1,157.88	0.27
Total Miscellaneous	307.05	0.43	4,195.37	0.99
Total Expenses	99,518.81	139.36	414,662.57	97.54
Net Income	\$ (28,109.35)	(39.36)	\$ 10,463.17	2.46

"See Accountant's Compilation Report"