

**MINUTES FOR DECEMBER 22, 2014**  
**BOARD OF CHEROKEE COUNTY COMMISSIONERS**  
**CHEROKEE COUNTY, KANSAS**

**CONVENE**

Commissioner Hilderbrand called the regular session of the Cherokee County Board of Commissioners (The Board), to order and led all in attendance in the Pledge of Allegiance at 9:00 AM on Monday, December 22, 2014 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Richard Hilderbrand, Charles Napier, Pat Collins, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt, Machel Smith, and Jordan Zabel

A motion was made by Commissioner Collins to enter an Executive Session with the Board for a period of 25 minutes for the purpose of Non/Elected Personnel. The motion was seconded by Commissioner Napier. The motion carried 3-0 at 9:12 AM.

The meeting reconvened at 9:37 AM.

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

A motion was made by Commissioner Napier to approve the minutes of the December 15, 2014 BOCC Meeting as written. The motion was seconded by Commissioner Collins. The motion carried 3-0.

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

They appeared before the Board on routine county road business.

They reported that the project on SW Greenlawn Rd. is complete and the road is open now.

A motion was made by Commissioner Collins to enter an Executive Session with the Board, Gene Langerot, and Leonard Vanatta for a period of 5 minutes for the purpose of Non/Elected Personnel. The motion was seconded by Commissioner Napier. The motion carried 3-0 at 9:46 AM.

The meeting reconvened at 9:51 AM.

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

Commissioner Hilderbrand presented an Engagement Letter from Fisher Patterson Sayler & Smith to represent the Cherokee County Appraiser at a tax exemption hearing before the Board of Tax Appeals, in Docket No. 2014-6823-TX, Cherokee County, Kansas - Galena Hospital Matter.

A motion was made by Commissioner Hilderbrand to accept the agreement. The motion was seconded by Commissioner Napier. The motion carried 3-0.

Commissioner Hilderbrand asked Clerk Edmondson to work with the other department heads to compile salary and wage information as well as other benefits for county employees in an effort to use the data to compare with the future findings of the study to be conducted by K.A.C.

RH

### **Betha Elliott and Carl Hayes - County Health Department**

They appeared before the Board with a projected 2015 budget for the recycling program.

They reported that they have reached an agreement with SEK Recycling for a fixed rate for 2015. Currently Cherokee County is dumping an average of 7.6 loads per month with 10 loads being dumped last month. Each load costs \$100 to dump. They have agreed to a \$1,000 per month flat rate for unlimited dumping for 2015. They expect the loads to increase once the other two new trailers are in place. They have a projected budget in the amount of \$22,566.60 for 2015.

### **Juanita Hodgson - County Treasurer**

She reported that one of the tornado properties that was previously granted an abatement owes back taxes from 2011 through 2013, in addition to the current 2014 taxes. The Board will have Mr. Coleman review the issue.

A motion was made by Commissioner Hilderbrand pursuant to K.S.A. 79-1701a to approve two clerical errors as recommended by the Appraisers Office. The motion was seconded by Commissioner Napier. The motion carried 3-0.

### **Melissa Sanders - Sentinel Times**

She appeared before the Board with proposed advertising for the Christmas Eve edition of the Sentinel Times.

A motion was made by Commissioner Collins to purchase a half-page ad in the Sentinel Times at a cost of \$260. The motion was seconded by Commissioner Napier. The motion carried 3-0.

### **Property Tax Relief Applications - Baxter Springs Tornado**

The Board reviewed Property Tax Relief Applications for consideration of tax abatements to homesteads damaged as a result of the tornado in Baxter Springs on April 27, 2014.

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The Board reviewed the following applications and made determinations as indicated.

William & Norma Qualls, 304 E 14<sup>th</sup> St. - A motion was made by Commissioner Hilderbrand, seconded by Commissioner Napier to grant a 100% abatement. The motion carried 3-0.

Clinton Tush, 323 E 13<sup>th</sup> St., - A motion was made by Commissioner Hilderbrand to take no action since Clinton Tush doesn't own the property. The motion was seconded by Commissioner Collins. The motion carried 3-0. The property is still in the name of Vernon Tush, deceased.

All properties are located within the city limits of Baxter Springs. The abatements granted are for tax year 2014. The approved abatements will apply to property taxes on structures. Land values and taxes assessed on land are not affected.

### **David Groves - County Sheriff**

He presented a statement transferring an air boat and trailer to the Labette County Sheriff's Office in exchange for a 2009 Enclosed Trailer. Chairman Hilderbrand signed the statement.

He presented an Agreement to Furnish Law Enforcement Services with the City of Weir for 2015 for the Board to review. Chairman Hilderbrand signed the agreement.

24

**Nathan Coleman - County Counselor**

He appeared before the Board on legal matters concerning Cherokee County.

Dustin Bronson appeared before the Board seeking approval to open a family cemetery. He has purchased a one acre piece of property on W 19<sup>th</sup> St. about 1.5 miles west of Baxter Springs on the north side of the road. Mr. Coleman will review the request and will report back on January 26, 2015.

Juanita Hodgson, County Treasurer, appeared regarding the Municipal Investment Pool that was discussed at a previous meeting. Mr. Coleman stated that he needed to review the Investment Participation Policy documents and will present a resolution to the Board on December 29, 2014.

Mr. Coleman stated that the Notice of Claim from Century Link has been turned over to KCAMP.

Mr. Coleman stated that he has reviewed the KAMO Electric issue. He has received a letter from their CEO and has spoken with their CFO regarding the PILOT payment of \$108,897.77 for this year's obligation. The original agreement dated March 25, 2013 estimated the payment to be \$184,865.00. The CFO is going to provide the documentation showing how they calculated the payment amount.

Mr. Roth has been in to see him regarding the fence viewing from December 8<sup>th</sup>. It was suggested that he prepare a written response for the Board to consider and to appear in January for the ruling.

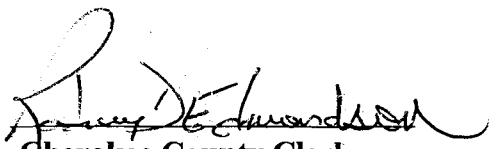
A motion was made by Commissioner Hilderbrand to enter and Executive Session with the Board and Mr. Coleman for the purpose of Non/Elected Personnel for a period of 10 minutes. The motion was seconded by Commissioner Napier. The motion carried 3-0 at 11:49 AM.

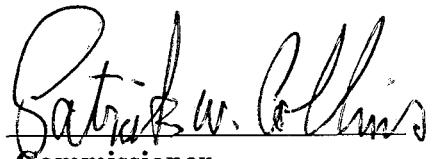
The meeting reconvened 11:59 AM.

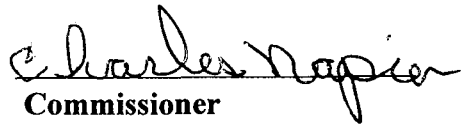
No action was taken as a result of the Executive Session.


Commissioner Hilderbrand made a motion to adjourn until the next regularly scheduled meeting set for December 29, 2014 at 9:00 AM. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes at 12:01 PM.

**ATTEST: Resolved and ordered this day, December 29, 2014**

  
**Cherokee County Clerk**

  
**Commissioner**

  
**Commissioner**

  
**Commissioner**

# KAMO POWER

December 12, 2014

Commissioner Richard Hilderbrand  
Commissioner Pat Collins  
Commissioner Charles Napier  
P.O. Box 14  
Columbus, Kansas 66725

Re: KAMO Electric Cooperative, Inc., Payment in Lieu of Taxes, Cherokee County, Kansas

Dear Commissioners:

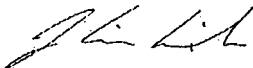
KAMO Electric Cooperative constructed a 345kV transmission line "through" Cherokee County, Kansas. The line was declared commercial and is operations. The State of Kansas allows such transmission facilities a tax exemption for ten years.

KAMO obligated to the Kansas Corporation Commission and to Cherokee County that a payment in lieu of taxes (PILOT) would be made to Cherokee County annually for the exempt period. This letter and attached check in the amount of \$108,897.77 will confirm this year's obligation.

KAMO has worked diligently to apply a calculation to replicate the amount of PILOT obligation which would mirror payment to the Kansas Department of Revenue, Property Valuation Division, should such exemption not exist. (K.S.A. 79-259)

Should you have questions regarding this PILOT on the standing agreement between Cherokee County and KAMO, feel free to contact us.

Sincerely,



J. Chris Cariker

Executive Vice President and CEO  
KAMO Electric Cooperative, Inc.

Enclosure

xc: Glenda Cafer  
Doug Shepherd  
Kansas Corporation Commission – Docket No. 08-KMOE-028-COC

**KAMO Electric Cooperative, Inc.**  
**Kansas PILOT Program**  
**12/11/2014**

Miles of Line	Taxing Unit	Millage Rate		FIPSSTCO	COUNTY	Cert Date	State ID	Report2013
10.22787852	1089 130	0.093784	\$ 32,958.81	20021	Cherokee County	12/12/2012	011	No Changes
0.507265834	1519 020	0.096655	\$ 1,684.68	20021	Cherokee County	12/12/2012	011	No Changes
9.968983253	2477 011	0.092167	\$ 31,570.65	20021	Cherokee County	12/12/2012	011	No Changes
1.023043443	2478 010	0.101714	\$ 3,575.46	20021	Cherokee County	12/12/2012	011	No Changes
0.388353977	2479 070	0.092623	\$ 1,235.96	20021	Cherokee County	12/12/2012	011	No Changes
7.418920666	2902 080	0.095143	\$ 24,253.52	20021	Cherokee County	12/12/2012	011	No Changes
3.791593715	6025 030	0.094774	\$ 12,347.19	20021	Cherokee County	12/12/2012	011	No Changes
0.387645339	7211 012	0.095461	\$ 1,271.50	20021	Cherokee County	12/12/2012	011	No Changes
<b>33.71368475</b>			<b>\$ 108,897.77</b>					

Valuation Amount      \$    1,158,413.00

Note: The enclosed check covers the computation by taxing unit, for the miles of line KAMO Electric Cooperative, Inc. has in the state of Kansas, according to our GPS coordinates. This is our initial "Payment in Lieu of Taxes" to Cherokee County, KS. Docket No. 2013-864-PVX in the State of Kansas, Court of Tax Appeals. If you need further information, please contact Ann Crispin or Shari Fenstermacher at KAMO Electric Cooperative, Inc.

KAMO POWER

239449

OUR REF. NUMBER	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
155132	12122014	12/12/2014	108,897.77	108,897.77	0.00	108,897.77

**KAMO POWER**  
 (918) 256-5551  
 P.O. BOX 577  
 VINITA, OK 74301

THE FIRST NATIONAL BANK AND TRUST COMPANY  
 VINITA, OK 74301  
 86-111/1031

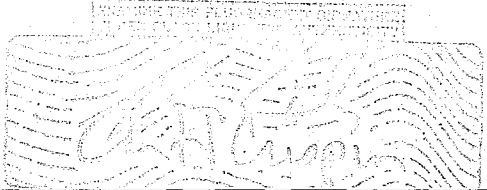
239449

CHECK DATE	CONTROL NUMBER	AMOUNT
12/12/2014	239449	****108,897.77

VOID AFTER 90 DAYS

PAY One Hundred Eight Thousand Eight Hundred Ninety-Seven and 77/100-----

TO THE ORDER OF  
 JUANITA HODGSON, CHEROKEE CTY TREASU  
 CHEROKEE COUNTY COURTHOUSE  
 PO BOX 149  
 COLUMBUS, KS 66725-0149



AUTHORIZED SIGNATURE

⑈ 239449⑈ ⑆ 103101110⑆ ⑈ 200237019⑈

# KAMO POWER

March 21, 2013

Commissioner Richard Hilderbrand  
Commissioner Pat Collins  
Commissioner Charles Napier  
P.O. Box 14  
Columbus, Kansas 66725

Re: KAMO Electric Cooperative, Inc.  
Ad Valorem Taxes Related to 345 kV Transmission Line  
Cherokee County, Kansas

Dear Commissioners:

As Executive Vice President and CEO of KAMO Electric Cooperative, Inc. (KAMO), I am writing this letter to formally present KAMO's intent regarding payment of ad valorem taxes to Cherokee County on the new 345 kV transmission line being constructed through the southeast corner of Kansas. As you know, construction of this line was approved by the Kansas Corporation Commission on August 12, 2008. During the course of planning for the line, representatives of KAMO, including myself, have been in contact with certain community leaders in Cherokee County. One of the issues we have discussed with Cherokee County was KAMO's proposal to forego the ten (10) year ad valorem tax exemption applicable to the transmission line under K.S.A. 79-259.

KAMO did not elect to place the transmission line in Kansas so as to qualify for the tax exemption of K.S.A. 79-259. The siting of the line was based upon a determination by KAMO and the regulatory authorities involved that, considering environmental, technical, and economic efficiencies and issues, the most optimum location for the line was through Cherokee County. KAMO fully intends to remit to Cherokee County a payment in lieu of taxes (PILOT) in an amount calculated to represent as nearly as possible the payment Cherokee County would receive absent the exemption in K.S.A. 79-259.

As long as the exemption of K.S.A. 79-259 is still in effect and applicable to the new KAMO transmission line, we propose our PILOT be made in the manner set forth in the Payment In Lieu of Taxes Agreement I have included with this letter.

If this proposal meets with the approval of the Cherokee County Commission, please advise me in writing. I would be happy to have a KAMO representative attend one of your meetings to

answer questions if that is your preference. I would also be happy to set up a time to meet with you individually if that would be helpful. Just let me know.

KAMO looks forward to becoming a contributing member of Cherokee County's business community. Please feel free to call me any time with questions or concerns related to our activities in your area.



Sincerely,

J. Chris Cariker

Executive Vice President and CEO  
KAMO Electric Cooperative, Inc.

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## AGREEMENT FOR PAYMENT IN LIEU OF TAXES

This Payment In Lieu of Taxes Agreement ("Agreement") is made by and between KAMO Electric Cooperative, Inc. ("KAMO"), an Oklahoma corporation located at 500 S. KAMO Drive, Vinita, Oklahoma, 74301, and Cherokee County, Kansas ("County"), a governmental entity in the State of Kansas, collectively referred to as the "Parties" to the Agreement.

### Recitals

**WHEREAS**, KAMO Electric Cooperative, Inc. (KAMO) is constructing a new 345 kV transmission line through the southeast corner of Kansas as approved by the Kansas Corporation Commission on August 12, 2008.

**WHEREAS**, KAMO did not elect to place the transmission line in Kansas so as to qualify for the tax exemption of K.S.A. 79-259.

**WHEREAS**, the siting of the line was based upon a determination by KAMO and the regulatory authorities involved that, considering environmental, technical, and economic efficiencies and issues, the most optimum location for the line was through Cherokee County.

**AND WHEREAS**, KAMO fully intends to remit to Cherokee County a payment in lieu of taxes (PILOT) in an amount calculated to represent as nearly as possible the payment Cherokee County would receive absent the exemption in K.S.A. 79-259.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, THE PARTIES AGREE AS FOLLOWS:**

- 
- A. Each of the Parties has the authority to enter into this Agreement.
  - B. As long as the exemption of K.S.A. 79-259 is still in effect and applicable to the new KAMO transmission line, KAMO will make a PILOT in the following manner:
    1. Payment will be made annually, beginning when the transmission line becomes commercial. The payment date will be December 15 of each such year based on the value determined as of January 1 of the same year pursuant to paragraph 2, below. The in-service date for the line was January 28, 2013, so the first payment is anticipated to occur on December 15, 2014.
    2. The amount of the payment will be calculated each year using KAMO's final unit value as allocated to Kansas as determined by the Kansas Department of Revenue, Property Valuation Division, or any amendments

thereto. The County will provide KAMO with the rural average mill levy for the County. KAMO will share with the County any supporting information and documentation requested by the County to confirm the calculation. Using KAMO's present estimate for the value of investment in Kansas of \$19.9 million, the estimated initial annual payment to Cherokee County would be \$184,865. A copy of the estimate demonstrating how the PILOT is calculated is attached to this Agreement as **Exhibit 1** and incorporated herein by reference. All PILOTs will be calculated in the manner shown in **Exhibit 1**.

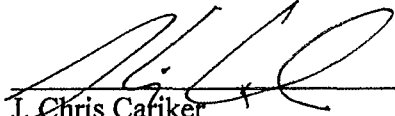
3. The annual payment will be made to the Cherokee County Treasurer, to be used as Cherokee County deems appropriate.
4. If at any time the exemption of K.S.A. 79-259 is revoked by the Kansas legislature, or at the end of the ten (10) year exemption under the statute for the KAMO line, this Agreement will expire and the PILOT provided for herein will cease. Thereafter, KAMO will begin making its tax liability payments in accordance with the applicable taxation laws of the State of Kansas.
5. The amount of an annual payment due under the PILOT agreement shall be reduced by the amount of the tax imposed during the term of this agreement related to any payment for:
  - (a) real or personal property tax due with respect to property located in Kansas, owned by KAMO and associated with the operation of the transmission line;
  - (b) any amount of Kansas sales or use tax due with respect to (i) property purchased for use in either the construction or enlargement of the line or (ii) any purchase of machinery and/or equipment used as an integral or essential part of the operations of the line;
  - (c) any Kansas state or local tax (other than Kansas income tax, the Kansas franchise Tax or the Kansas sales and use tax) that is imposed on the income, operations or property of KAMO related to the line;
  - (d) any property tax due as a result of the repeal or amendment of Kansas statutes (or related regulations) during the term of the PILOT agreement that reduce the amount of the property tax exemption available to KAMO at the time the PILOT agreement is executed.

- C. This Agreement shall benefit and bind the Parties' respective successors and assigns.

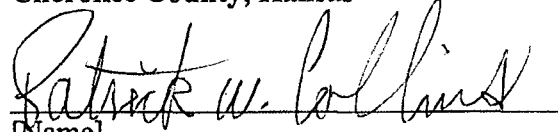
D. This Agreement shall be governed by and interpreted according to the laws of the State of Kansas.

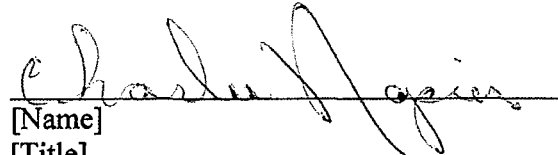
IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the 25 day of March, 2013.


**KAMO Electric Cooperative, Inc.**

  
\_\_\_\_\_  
J. Chris Cafiker  
Executive Vice President and CEO

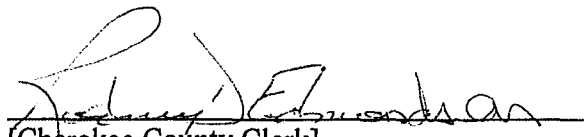
**Cherokee County, Kansas**

  
\_\_\_\_\_  
Patrick W. Collins  
[Name]  
[Title]

  
\_\_\_\_\_  
Charles J. Jagers  
[Name]  
[Title]

  
\_\_\_\_\_  
Richard Helebrand  
[Name]  
[Title]

**ATTEST:**

  
\_\_\_\_\_  
[Cherokee County Clerk]

**MINUTES FOR MARCH 25th, 2013**  
**BOARD OF CHEROKEE COUNTY COMMISSIONERS**  
**CHEROKEE COUNTY, KANSAS**

**CONVENE**

Chairman Richard Hilderbrand called the regular session of the Cherokee County Board of Commissioners to order and led all in attendance in the Pledge of Allegiance at 9:00 AM on Monday, March 25th, 2013 in the Commission Room, #109 of the Cherokee County Courthouse. Commissioners Pat Collins, Charles Napier, and Richard Hilderbrand were in attendance.

Members of the press present: Larry Hiatt, Patrick Richardson, and Machel Smith

Visitors: Gerald Messer

A motion was made by Commissioner Collins to pass the Minutes of the March 18<sup>th</sup>, 2013 Commission Meeting as written. It was second by Commissioner Napier and the motion carried 3-0 with all voting yes.

**Leonard Vanatta - County Engineer**

**Gene Langerot - County Lot Supervisor**

Commissioner Hilderbrand asked that they inspect the culvert at 70th & Varck Rd.

Commissioner Napier asked for ½ load of rock to be delivered to the southeast corner of the Roseland Community Center. The city will spread it later.

The county will begin clearing on the O'Brien property next to the lot after they close on the sale on April 1st.

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A motion was made by Commissioner Collins to approve Payroll for the month of March, 2013. It was second by Commissioner Napier and the motion carried 3-0 with all voting yes.

**Jason Allison - Emergency Preparedness Director**

Jason informed the Board that his vehicle that has 140,000 miles on it has motor problems. He will check into options for repair or replacement and get back with them later.

A motion was made by Commissioner Napier to approve Accounts Payables for the month of March, 2013. It was second by Commissioner Collins and the motion carried 3-0 with all voting yes.

**Raymond Griffitt - Citizen**

Raymond spoke with the Board concerning his land dispute. The Board took no action.

RH

### **Chip Herrenbruck - Citizen**

Chip came to introduce himself to the Board and to follow up on his application for Noxious Weeds Supervisor. The Board took no action.

Commissioner Collins made a motion for a ten minute recess. It was second by Commissioner Napier and the motion carried 3-0 with all voting yes at 10:20 AM.

The meeting reconvened at 10:30 AM.

Commissioner Hilderbrand made a motion to amend the agenda for Ron Costlow and the Ambulance District # 3 from 10:45 AM to 10:35 AM. It was second by Commissioner Collins and the motion carried 3-0 with all voting yes.

### **Ron Costlow - Director, Ambulance District #3.**

Ron came before the Board as instructed to provide estimates for the purchase of a new ambulance. He provided two bids, but would recommend the International due to a history of maintenance problems with the other model. The bid was \$160,840 for a 2013/2014 International Terra Star Ambulance. It would take 70 days to build, after the order is placed. Ron offered that District #3 would be willing to pay \$35,000 back to the county for the purchase. That would leave the county funding \$125,840 toward the purchase. He reminded the Board that their grant last year was denied, while District #1 and #2 was approved which allowed them to purchase two ambulances and equipment.

Commissioner Hilderbrand inquired about the plans for funding future purchases. After discussion, Commissioner Hilderbrand made a motion to fund the \$125,840 and as a condition, to appoint Commissioner Collins as a member of a "task force" comprised of Ambulance Directors/Boards and Emergency Preparedness Officials to work on a plan for funding future purchases, and to report back to the Board on April 22<sup>nd</sup>, 2013. It was second by Commissioner Napier and the motion carried 3-0 with all voting yes.

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### **Dave Malone - Municipal Bonds**

Dave appeared before the Board at their request to discuss the possibility of refinancing the Jail Bonds to reduce interest rates in hopes of reducing the payoff period. After discussion with the Board, it was agreed that the Board would review his information and have him return on April 8<sup>th</sup>, 2013 at 1:00 PM.

### **Chris Cariker - Executive Vice President, KAMO Electric Cooperative, Inc.**

#### **Kevin Cure - Cherokee County Counselor**

Mr. Cariker presented a letter of appreciation and an Agreement for Payment in Lieu of Taxes (PILOT) from KAMO to the Board for their review and approval.

Commissioner Hilderbrand made a motion to accept the agreement. It was second by Commissioner Collins and the motion carried 3-0 with all voting yes. The agreement will pay Cherokee County 10 annual payments with the first payment anticipated on December 15th, 2014 in the amount \$184,865.

RH

The Board signed six copies of the Agreement, three of which were retained by Mr. Cariker and three by Cherokee County.

The Board review a letter presented by Mr. Cure, to Governor Brownback concerning their position of opposition to the Oswego Airport expansion.

Commissioner Napier made a motion to sign and mail the letter to Governor Brownback. It was second by Commissioner Collins and the motion carried 3-0 with all voting yes.

Kevin presented a Resolution to establish a County Economic Development Planning Commission to the Board for their consideration.

Commissioner Collins made a motion to pass Resolution 07-2013 creating an Economic Development Planning Commission for Cherokee County, Kansas. It was second by Commissioner Hilderbrand and the motion carried 3-0 with all voting yes.

Kevin reported that the IRS is conducting a random, routine audit of the Jail Bonds. Most of the response preparation has been completed, but a rebate calculation needs to be done by a CPA, at an estimated cost of \$2,500 - \$3,500 for each of the two that are needed. He asked the board for approval to hire a CPA at a cost not to exceed \$7,500.

Commissioner Collins made a motion to allow Mr. Cure to hire a CPA to complete a rebate calculation for the audit of the Jail Bonds by the IRS. It was second by Commissioner Napier and the motion carried 3-0 with all voting yes.

Kevin reported that the Lola Township Fire District Resolution will be ready for the April 1<sup>st</sup> meeting.

Commissioner Hilderbrand made a motion for an Executive Session for the purpose of Non/Elected personnel to discuss the vacant Noxious Weed Supervisor position, with Mr. Cure present, for a period of 15 minutes. It was second by Commissioner Collins and the motion carried 3-0 at 12:20 PM.

The meeting reconvened at 12:35 PM, with no action taken from the Executive Session


Commissioner Hilderbrand made a motion to enter into a contract with Crawford County to provide Noxious Weed Services. The motion died for lack of a second.

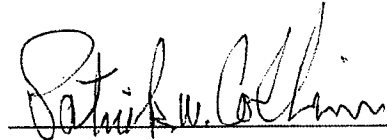
Commissioner Collins made a motion to re-hire Cecil Brown as Noxious Weed Supervisor. It was second by Commissioner Napier and the motion carried 2-1 with Commissioner Hilderbrand voting no.

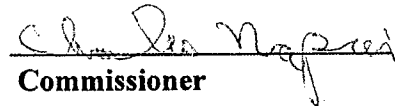
Commissioner Hilderbrand made a motion to adjourn until the next regularly scheduled meeting set for April 1<sup>st</sup>, 2013. It was second by Commissioner Napier and the motion carried 3-0 with all voting yes at 12:45 PM.

**ATTEST:**

**Resolved and ordered this 1<sup>st</sup> day of April, 2013**

  
**Cherokee County Clerk**

  
**Commissioner**

  
**Commissioner**

  
**Commissioner**



Fisher Patterson  
Sayler & Smith

Experience Counts

December 17, 2014

Attorneys and Counselors

Board of County Commissioners of the  
County of Cherokee, Kansas  
ATTN: Richard Hilderbrand, Chair  
110 West Maple  
Columbus, Kansas 66725

3550 SW 5th Street  
Post Office Box 949  
Topeka, Kansas 66601

TEL 785.232.7761  
FAX 785.232.6604  
WEB [fisherpatterson.com](http://fisherpatterson.com)

A Limited Liability Partnership

Re: ***Cherokee County, Kansas – Galena Hospital Matter***  
FPSS File No. 1066.30418 DRC/ADH

Board:

Our firm looks forward to representing Cherokee County in connection with the matter before the Board of Tax Appeals, Docket No. 2014-6823-TX. I write this engagement letter to set forth some terms regarding representation and relating to payment of attorney fees and costs.

1. **Scope of Services.** The County is hiring the Law Offices of Fisher, Patterson, Sayler & Smith, L.L.P., to represent you with regard to the above-described matter. Andrew D. Holder and I will be the attorneys at Fisher, Patterson, Sayler & Smith, L.L.P. primarily responsible for this matter and will provide those legal services reasonably required to represent the County's interests. We will take reasonable steps to keep you informed of progress and to respond to your inquiries. This Agreement will govern all future services we may perform for you.

2. **Legal Fees and Billing.** The County agrees to pay by the hour at the following rates for time spent on your matter: Partners \$175.00/hr., Associates \$145.00/hr., Paralegals \$80.00/hr., and Clerks \$45.00/hr. It is not possible to determine in advance the amount of time that will be needed to complete our representation in this matter; however, we will take all reasonable steps to keep the time required to the minimum necessary to adequately represent you.

3. Our hourly rates apply to all time we spend addressing your matter including appearances Before the Board of Tax Appeals, legal research, preparation and review of legal documents, preparation and review of correspondence, conferences and consultations with you, County officials and employees and others, and travel time. The fees are based strictly on our time spent and are not contingent in any way on the outcome of the representation. The County will also pay all reasonable expenses incurred by our firm in representing you in this matter including, without limitation, costs of copying, travel, costs related to the taking of depositions, and costs of experts, if any.



4. **Billing Statements.** We will send monthly periodic statements describing the services rendered, the charges therefor and costs expended. Payment is due upon receipt of each invoice and is delinquent thirty (30) days from the date of billing. Interest will accrue on delinquent payments from the billing date at the rate of 1.5% per month, and will compound monthly. In the event our firm incurs attorney fees, court costs, or other expenses, in collecting the amount due, the County agrees to pay all such attorney fees, court costs, and other expenses of collection.

5. **Discharge and Withdrawal.** The County may discharge our firm at any time. We may withdraw with your consent or for good cause. Good cause includes your breach of this Agreement, including nonpayment of fees, your refusal to cooperate with me or to follow advice on a material matter or any fact or circumstance which would render my continuing representation unlawful or unethical. Our withdrawal may be subject to court approval.

6. **Disclaimer of Guarantee.** Although we will make every effort to handle your matter promptly and efficiently according to the highest legal and ethical standards, we make no guarantee as to the outcome. You acknowledge that I have made no guarantee regarding the disposition or results of any phase of this matter, and all expressions relative thereto are only my opinion as a lawyer. In addition, you acknowledge that I have represented the total fees and costs regarding your matter are difficult to determine at this time.

7. **Effective Date.** This Agreement will take effect on the date I first performed services. Even if this Agreement does not take effect, the County will be obligated to pay the reasonable value of any services performed.

8. **File Destruction.** The County is free to pick up the file maintained by our firm relative to our representation of you in this matter at any time. However, if the file is not picked up within two (2) years from the date our firm sends you a letter indicating we are closing the file, it is our firm's general policy to destroy the file, and all of its contents. By approval of this letter agreement, you are consenting to our destruction of your file, and all of its contents, should our firm choose to do so, after one year has passed from the date our firm sends you a letter indicating we are closing the file.

If your understanding is as set forth herein, please have the Board approve and the Board Chair sign the original of this letter where indicated and return it to our offices and keep a copy of this letter Agreement is for your files.

Board of County Commissioners of the  
County of Cherokee, Kansas  
December 17, 2014  
Page 3

Sincerely,



David R. Cooper  
dcooper@fisherpatterson.com  
(785) 232-7761

DRC:lmh

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On behalf of Cherokee County, the terms of this letter agreement are accepted this date.

Date: 12-22-2014

By: Richard Hildebrand  
Chair, Board of County Commissioners

DAVID M. GROVES  
SHERIFF

SHERIFF'S OFFICE

TERRY CLUGSTON  
UNDERSHERIFF



CHEROKEE COUNTY  
PHONE 620-429-3992  
FAX 620-429-1454

915 E. COUNTRY RD.  
COLUMBUS, KANSAS 66725

**AGREEMENT TO FURNISH LAW ENFORCEMENT SERVICES**

This agreement made by and between the County of Cherokee, State of Kansas, a body corporate and political, existing under the laws of the State of Kansas, hereinafter referred to as the "County" and the City of Weir, Kansas, a municipal corporation, existing under the laws of the State of Kansas, hereinafter referred to as the "City".

**WITNESSETH:**

**WHEREAS**, Cherokee County maintains a Sheriff's Office under the direct supervision and control of the Cherokee County Sheriff which is able and willing to provide law enforcement services within the confines of the corporate city limits of the City of Weir, upon the terms and conditions herein set forth; and

**WHEREAS**, the City of Weir is, located within Cherokee County and desires to contract for law enforcement services for the citizens of Weir from Cherokee County and is willing to pay the sums hereinafter provided for, and

**WHEREAS**, such agreements are authorized between municipalities under the provisions of K.S.A. 12-2909.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

1. The County, through the Cherokee County Sheriff's Office, will furnish such law enforcement services to the City as it now provides to residents of the County, plus enforcement of local city ordinances as enacted by the City to protect and preserve the health, safety and welfare of the residents and citizens of Weir, Kansas, as authorized under provisions of K.S.A. 12-2909.

2. The County, through the Cherokee County Sheriff's Office, shall provide a minimum 90 hours per month (1,080 per year) of law enforcement presence within the city limits of the City of Weir, with no less than half of the 90 hours devoted to traffic law enforcement. The Sheriff or his representative shall attend the regular council meeting and present a report of the previous month's activities and citations written, when possible. The time of the Sheriff's Office employees in the Weir Municipal Court shall count toward satisfying the 90 hour requirement specified herein. The Sheriff shall have sole discretion to determine when required law enforcement hours are provided.

3. The exercise of these law enforcement powers shall be under the direct supervision and control of the Cherokee County Sheriff or his designated subordinate and in accordance with all federal, state and local laws, regulations, policies and guidelines.

4. Uniforms, vehicles, firearms, and all other equipment as determined necessary or appropriate by the Cherokee County Sheriff shall be provided by the County for the use of the officer to whom such has been assigned, and shall be used and operated only by personnel of the Cherokee County Sheriff's Office in accordance with such rules and regulations as may be promulgated by the County.

5. Any officers exercising power as authorized under this agreement shall not be considered for any purpose an employee of the City of Weir, Kansas. All employment rights and wage compensation for work performed as contemplated under this agreement shall be through Cherokee County, Kansas.

6. The City agrees to pay to the County the sum of Two Thousand (\$2,000.00) per month for each month that this agreement shall continue in effect. Said sum shall be paid by the City to the Cherokee County Sheriff Office on or before the 15th day of each month.

7. The Cherokee County Sheriff, by approval of this agreement, authorizes all duly deputized officers of the Cherokee County Sheriff's Office to enforce the ordinances of the City of Weir, Kansas. However the City will be required to provide its own animal control personnel for the city and that specific duty, weed and junk notices, and all other city ordinances pertaining to the condition of property which will not be handled by the Sheriff's Office with the exception of life threatening emergencies. The Cherokee County Sheriff reserves the right to withdraw the name of any deputy at any time without cause or notice to the City from this authorization.

8. This agreement shall commence on the 1st day of January, 2015, and of execution by both parties and the approval of the Cherokee County Sheriff, and end at midnight December 31st, 2015. In the event that both parties are satisfied, this agreement can be changed, in writing, to a longer time period. This agreement may be terminated by either party by giving thirty (30)

days written notice to the other party of intent to terminate. This agreement may be modified upon agreement of both parties to allow for adjustments for rates of time and or compensation.

9. The agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right or action hereunder for any cause whatsoever.

10. This agreement shall be binding on the successors and assigns of the parties hereto.

11. The City of Weir shall save and hold harmless the County from any liability related to the performance by the Sheriff's Office of any duties hereunder, and shall fully reimburse Cherokee County, Kansas, for any loss sustained by it enforcing these duties.

Dated \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Amy Zortz, City Clerk  
Kansas

\_\_\_\_\_  
Saundra Strinklin, Mayor – City of Weir,

Dated Dec. 22, 2014

ATTEST:

\_\_\_\_\_  
Rodney Edmondson, County Clerk  
County Commission

\_\_\_\_\_  
Richard Hilderbrand, Chairman Cherokee

Approved by the Cherokee County Sheriff this 22 day of December, 2014.

\_\_\_\_\_  
David M. Groves, Sheriff

**DAVID M. GROVES**  
SHERIFF

**SHERIFF'S OFFICE**



**TERRY CLUGSTON**  
UNDERSHERIFF

**CHEROKEE COUNTY**  
PHONE 620-429-3992  
FAX 620-429-1454

915 E. COUNTRY RD.  
COLUMBUS, KANSAS 66725

December 8, 2014

The Cherokee County Kansas Sheriff's Office is transferring an Air Boat and trailer to the Labette County Sheriff's Office in exchange for a 2009 Enclosed Trailer (VIN 1C9AC16219M202520).

A handwritten signature in black ink, appearing to read 'D.M. Groves', written over a horizontal line.

Sheriff David M. Groves

A handwritten signature in black ink, appearing to read 'Richard Hilderbrand', written over a horizontal line.

Commissioner Richard Hilderbrand

A handwritten signature in black ink, appearing to read 'Rodney Edmondson', written over a horizontal line.

Clerk Rodney Edmondson

MAINTENANCE FORM

CHEROKEE COUNTY, KS

INITIALED BY DJM DATE 12-22-14

CARD \_\_\_\_\_ OF \_\_\_\_\_

MAP NUMBER \_\_\_\_\_

- NEW PARCEL
- DELETE PARCEL
- CHANGE NAME
- CHANGE SIZE
- CHANGE DESCRIPTION
- OTHER - SEE NOTES

- AP APPRAISER
- BE B-O-E
- CL CLERK/APPRaiser
- CO COURT ORDERED
- LU LAND USE CODE CHANGES
- PV PVD
- SB SBTA
- SL SPLIT OF PROPERTY
- TR TRANSFER OF PROPERTY
- UN TAXING UNIT CODE CHANGE

KANSAS PARCEL NUMBER							
COUNTY NUMBER	MAP AREA LOCATOR	SECTION	SHT NO	QUARTER SECTION	BLOCK	PARCEL	OWN CODE
011	1124	18	0	20	09	0102.00	
CITY POL TNP					TAX UNIT		LAND USE CODE
							1101
SUBDIVISION CODE							

OWNER'S NAME FROM DEED  
Thompson, Myrtle E.

OWNER'S MAILING ADDRESS  
217 Filmore St  
Gallena, KS 66739

TAXPAYER'S NAME AND ADDRESS

CLASS	LAND VALUE	BUILDING VALUE
<u>R</u>	<u>5120</u>	<u>23490</u>
		<u>28610</u>

LOT (S) \_\_\_\_\_ OF BLOCK \_\_\_\_\_ OF \_\_\_\_\_  
 SUB/DIV \_\_\_\_\_ PB \_\_\_\_\_ PG \_\_\_\_\_

PROPERTY DESCRIPTION  
 A PARCEL LOCATED IN SEC \_\_\_\_\_ TNP \_\_\_\_\_ S \_\_\_\_\_ RNG \_\_\_\_\_ E \_\_\_\_\_  
 DESCRIBED AS-

DEED BOOK/PAGE	DATE	DEED BOOK/PAGE	DATE

NOTES AND COMMENTS  
Land Influence  
Abatement cleared ERROR  
12-22-14  
DJM

LOT SIZE (DIMENSIONS)			ACREAGE			
WIDTH (FRONT)	DEPTH (SIDE)	IRR	RET	DEED	CALC	USED

MAINTENANCE FORM

CHEROKEE COUNTY, KS

INITIALED BY DW DATE 12-22-14

CARD \_\_\_\_\_ OF \_\_\_\_\_  
MAP NUMBER \_\_\_\_\_

<input type="checkbox"/> NEW PARCEL	AP APPRAISER
<input type="checkbox"/> DELETE PARCEL	BE B-O-E
<input type="checkbox"/> CHANGE NAME	CL CLERK/APPRaiser
<input type="checkbox"/> CHANGE SIZE	CO COURT ORDERED
<input type="checkbox"/> CHANGE DESCRIPTION	LU LAND USE CODE CHANGES
	PV PVD
	SB SBTA
	SL SPLIT OF PROPERTY
	TR TRANSFER OF PROPERTY
	UN TAXING UNIT CODE CHANGE
<input checked="" type="checkbox"/> OTHER - SEE NOTES	

*Tax yr 2014*

CLASS	LAND VALUE	BUILDING VALUE
<u>R</u>	<u>7330</u>	<u>360</u>
		<u>7690</u>

DEED BOOK/PAGE	DATE	DEED BOOK/PAGE	DATE
NOTES AND COMMENTS			
<u>Land influence</u>			
<u>Clerical Error</u>			
<u>Attachment 12-22-14 DW</u>			

KANSAS PARCEL NUMBER							
COUNTY NUMBER	MAP AREA LOCATOR	SECTION	SHT NO	QUARTER SECTION	BLOCK	PARCEL	OWN CODE
<u>011</u>	<u>136</u>	<u>130</u>	<u>10</u>	<u>01</u>	<u>00</u>	<u>4.00</u>	<u>0</u>
CITY POL TNP						TAX UNIT	LAND USE CODE
							<u>1199</u>
SUBDIVISION CODE							
OWNER'S NAME FROM DEED							
<u>Claripino, Michael &amp; Lynn E</u>							
OWNER'S MAILING ADDRESS							
<u>1530 W Kings Civic</u>							
<u>Columbias, KS 66725</u>							
TAXPAYER'S NAME AND ADDRESS							
PROPERTY DESCRIPTION							
A PARCEL LOCATED IN SEC		TNP		S		RNG E	
DESCRIBED AS-							
LOT SIZE (DIMENSIONS)				ACREAGE			
<u>X</u>							
WIDTH (FRONT)	DEPTH (SIDE)	IRR	RET	DEED	CALC	USED	



2015 County Recycling Budget				
Trailers	2	1645.00	3290.00	
Trailer deposit	1	550.00	550.00	One deposit was already paid in December 2014 payables.
County License Tag	2	25.50	51.00	
12 Bins cost & freight	1	3416.00	3416.00	
Monthly Processing Fee	12	1000.00	12000.00	Flat rate for all 4 trailers. 2014 averaged 760.00 per month for 2 trailers
Quarterly Advertising	4	139.90	559.60	
Trailer Maintenance		500.00	500.00	tires, etc...
Electronic Waste	2	600.00	1200.00	Any donations received will be reimbursed to this budget.
Trailer signage	1	1000.00	1000.00	For each bin and on the trailer itself.
		<b>TOTAL</b>	<b>22566.60</b>	

# Cherokee County Board of County Commissioners

Public Attendance Log: December 22, 2014

*Printed Name*

*Phone Number*

*Address*

*Company or Organization*

Philip Roth

620 674-3271

278 NE Center Star Columbus

Jim Tunnell

620-848-9852

4236 SE 51<sup>ST</sup> DR Galena

Jerry Murre

674-~~1~~950

Melissa Saunders

417-438-2231

511 Main St Galena

Dustin Bronson

417 214 1959

8181 SE 41<sup>ST</sup> Drive Bartles Springs