

MINUTES FOR MAY 21, 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, May 21, 2018 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioner Anderson 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

A motion was made by Commissioner Moates to approve the minutes of the May 14, 2018 BOCC meeting as written. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

David Holmes and members of the Board of Directors of the Cherokee County Extension Council appeared before the Board to present their 2019 budget request. They are asking for an 11.6% increase in funding. The request is to cover the additional personnel and programs that have been put in place. The Board took the request under advisement.

Jean Pritchett appeared before the Board with a tourism grant request from the Galena Volunteer Fire Department for Galena Days in the amount of \$300.

A motion was made by Commissioner Collins to approve the grant request as presented. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

A motion was made by Commissioner Collins to approve the payroll for the period ending May 11, 2018. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

A motion was made by Commissioner Anderson to approve the accounts payable for the period ending May 16, 2018. The motion was seconded by Commissioner Moates. The motion carried 3-0.

Louis Schreiner, County Lot Supervisor, appeared before the Board on routine county road business. Fabick Cat presented an updated quote for the rebuild of the motor grader due to additional work that was discovered after the machine was torn down. The total cost is now \$190,877.43.

A motion was made by Commissioner Collins to approve the additional cost of the grader rebuild. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Real estate agent David Holmes appeared before the Board representing the Glen Houser family regarding property that adjoins the County Health Department. He stated that the Houser family is selling three lots that are behind the Health Department building and next to the parking lot. They are offering the property to the county for \$5,000

A motion was made by Commissioner Collins to purchase the property that borders the county Health Department. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

A motion was made by Commissioner Moates for an Attorney/Client executive session for contract purposes with the Board, Counselor Wright, and Clerk Edmondson for a period of 15 minutes. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 9:35 a.m.

The meeting reconvened at 9:45 a.m.

No action was taken during the executive session.

Anne Sharpe, Fair Board President and Dewey Smith, Fair Board Treasurer appeared before the Board to present the 2019 Fair Board budget request. The fair costs about \$40,000 each year and last year it lost money. They are requesting the same amount in funding as last year. The Board took the request under advisement.

A motion was made by Commissioner Moates to renew the contract with Counselor Wright effective today through June 30, 2020. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Commissioner Moates stated that there are two things left to be done on the 5th St. Project in Baxter Springs. The county needs to hire a KDOT certified inspector and Mr. Myers and the City of Baxter Springs need to get the deeds completed.

A motion was made by Commissioner Collins to hire Schwab Eaton to do the inspection of the 5th St. Project in Baxter Springs. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Jane Brozek appeared before the Board regarding property at 2301 S Main St. in Galena. She stated that she has been paying the back taxes and they were paid in full prior to Mr. Myers filing the tax foreclosure petition. The property has been sold and the title company is holding up the sale due to the \$300 fee from the county. She doesn't believe she should have to pay the fee and would like to Board to waive the fee.

A motion was made by Commissioner Collins to forgive the \$300 fee on her property. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

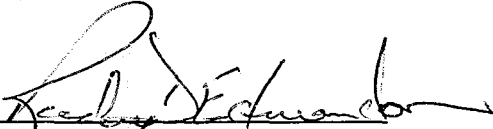
Commissioner Moates stated that Jason Youngblood has taken another job and will not continue as our sewer operator. Moates stated that he has spoken with interested persons but none of them have an operator's license. The State is willing to give us a one-year operator in training permit since we are in good standing and that would allow them time to pass the test. The Board will need to decide how to handle the situation.

Counselor Wright informed the Board that KDHE has updated regulations in the areas of isolation and quarantine and also animal disease and rabies control. She will review them and determine if a resolution needs to be adopted.


Commissioner Anderson made a motion to adjourn until the next regular meeting set for Monday, June 4, 2018 at 9:00 a.m. The motion was seconded by Commissioner Moates. The motion carried 3-0 at 10:44 a.m.

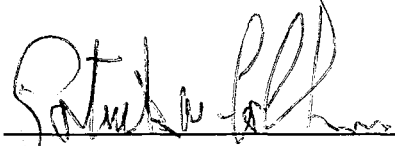
The Board will not meet on Monday, May 28th in observance of the Memorial Day holiday.

ATTEST: Resolved and ordered this 4th day of June, 2018


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

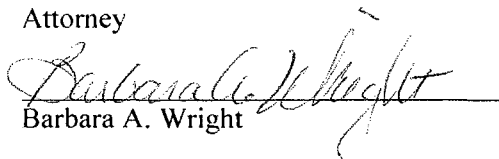
LEGAL SERVICES

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


THIS AGREEMENT, dated the 21st day of May, 2018, effective July 1, 2018, is made between the Board of County Commissioners of Cherokee County, Kansas, (hereinafter the County) and Barbara A. Wright (hereinafter the Attorney) for provision of County Counselor services.

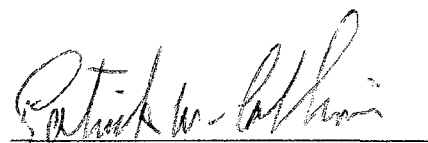
1. LEGAL SERVICES TO BE PROVIDED. The Attorney agrees to serve as the County Counselor and to provide, on request, legal advice and services necessary to the County.
2. COMPENSATION.
 - a. Services provided under this agreement will be compensated at a rate of 29,415.36 per year
 - b. The County will not provide health, dental or vision insurance benefits.
3. MODIFICATION TO AGREEMENT. The Agreement may only be modified upon written mutual consent of the parties.
4. TERM OF AGREEMENT. This Agreement will take effect July 1, 2018, and shall continue for 2 years, through June 30, 2020. The Attorney may not terminate this Agreement without first giving 30 days written notice to the County.

Attorney


Barbara A. Wright


Board of County Commissioners of Cherokee County, Kansas


Cory Moates, Chairman
Cherokee County Commissioner


Patrick Collins
Cherokee County Commissioner


Neal Anderson
Cherokee County Commissioner

ATTEST:


Rodney D. Edmondson, County Clerk

SEAL

AGREEMENT FOR ATTORNEY SERVICES

This agreement is entered into this 20 day of April, 2018, and is made between the **Board of County Commissioners of Cherokee County, Kansas**, existing under the laws of the State of Kansas, hereinafter referred to as "County", and Melanie Bingham, an attorney duly licensed to practice law in the State of Kansas, hereinafter referred to as "Attorney."

TERM

The terms and conditions contemplated by this agreement shall commence on May 1, 2018, and shall be for a term expiring on the second Monday of January, 2019, and from year to year thereafter unless either party shall give the other notice at least sixty (60) days prior to the end of the initial term, or of any subsequent yearly term, or of any subsequent yearly term, or as otherwise provided herein, that this agreement is to terminate.

Attorney shall provide the County a written request to renew the contract on or before October 31 of each year. The County shall consider Attorney's request, if made, at its regularly scheduled Board of County Commissioners' Meeting on the second Monday of November following the October 31 deadline to request renewal of the contract.

DUTIES

The Attorney shall devote sufficient amounts of his/her business time and attention to the practice of law on behalf of such persons as are assigned by the Eleventh Judicial District Court, Cherokee County, Kansas, in the following areas:

Guardian Ad Litem and parent/guardian representation pursuant to the Kansas Code for the Care of Children (including severances); the Parentage Act; Attorney for the juvenile in proceedings under the Kansas Juvenile Justice Code; and in Care and Treatment for Mentally Ill Persons as Guardian Ad Litem for proposed ward/conservatee in such actions; indigent defense in State child support contempt actions; and indigent defense in misdemeanor cases.

Attorney shall act in accordance with the Code of Professional Responsibility and with the ethics of the legal profession, and all federal, state and local laws and regulations governing the practice of law.

COMPENSATION

In consideration for the services to be rendered by the Attorney, he/she shall be paid a monthly fee of Two Thousand Seven Hundred Fifty and no/100 Dollars (\$2,750.00). In the case of appeals, the Count shall pay the sum of Sixty-two Dollars (\$62.00) per hour (or the existing

State Board of Indigent Defense hourly rate for Court Appointed Cherokee County Indigent Defense cases, but not more than Five Hundred Dollars (\$500.00) per appeal, plus any reasonable and necessary associated expenses for the appeal.)

It is understood and agreed by the parties that compensation is conditioned upon there being actual funds available in the County Treasury/General Fund for the payment of the obligation herein.

WORKING FACILITIES

The Attorney shall furnish such private office, secretarial assistance from Attorney's office, and such other facilities and services as are considered adequate for the proper performance of such duties. Any employee of Attorney compensated by these funds shall not be considered a County employee.

TERMINATION

This Agreement may be terminated by any party without cause with sixty (60) days notice. In the event that the Attorney shall, for any reason, cease to be an active member of the Kansas Bar in good standing, or become otherwise disqualified to practice law in Kansas, or shall be elected to public office, then this agreement shall automatically and immediately be terminated. In addition, the County shall have the right to terminate this agreement with fourteen (14) days notice upon the Attorney's failure or refusal to faithfully or diligently perform the provisions of this agreement.

RELATIONSHIP OF THE PARTIES

Nothing contained in the agreement shall be construed to constitute Attorney as an employee of the County. It is the parties' intent that Attorney shall remain an independent contractor.

BINDING EFFECT; GENERAL PROVISIONS

This agreement shall be binding upon the parties hereto and shall inure to the benefit of the successors and assigns of the County and to the estate, heirs, legatees, executors, administrators and beneficiaries of the Attorney.

Attorney shall not assign or subcontract any rights or obligations under this Agreement without County's prior written approval.

All notices and other communications in connections with this Agreement shall be in writing and shall be considered given three (3) days after mailing in the United States mail, using first class mail, postage pre-paid, to the recipient's address as stated in this Agreement.

This Agreement constitutes the entire agreement between the parties and may only be modified or extended by a written amendment signed by the parties hereto.

The invalidity, illegality, or unenforceability of any provision of the Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.


IN WITNESS WHEREOF, the parties have executed this agreement on the date adjacent to each of their signatures.

**COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY, KANSAS
110 W. Maple, Columbus, Kansas 66725**



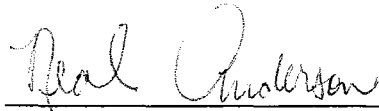
**Cory Moates, Chair
Cherokee County Commissioner**

Date 5-21-18



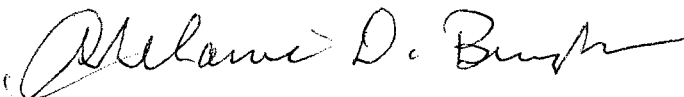
**Patrick Collins
Cherokee County Commissioner**

Date 05-21-18



**Neal Anderson
Cherokee County Commissioner**

Date _____

ATTORNEY:


Melanie Bingham, Attorney

Date 4/20/18

Columbus Chamber of Commerce

320 E. Maple * Columbus, KS 66725 * 620-429-1492

APPLICATION

CHEROKEE COUNTY TOURISM GRANT PROGRAM 2018

PLEASE USE ONLY THIS FORM

IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL SHEETS
ALL GRANT APPLICATIONS SHOULD BE TYPED.

DATE OF REQUEST MUST BE MADE AT LEAST 60 DAYS PRIOR TO EVENT

Date of Request 5-1-18

Name of Event/ Project GALENA DAYS

Date(s) of Event/Project MAY 30, 31, JUNE 1, 2

Name of Sponsoring Organization GALENA VOLUNTEER FIRE DEPARTMENT

Briefly describe event/project FUND RAISER FOR THE DEPARTMENT.

Person making Grant/Request BILL HALL, FIRE CHIEF

Address 1523 HILLVIEW LANE -GALENA, KANSAS 66739

Work Phone 620-783-5404 Home Phone 417-439-9609

Grant amount being requested (\$300 maximum) \$300

Is this event in any way a fundraiser for your organization? yes no

Estimated number of expected attendees SIX TO TEN THOUSAND

Estimated number of room nights generated: UNKNOWN

Estimated number of attendees that are day-trippers UNKNOWN

Where will they stay while in Cherokee County? UNKNOWN

How will grant money be used (be specific) PAY EXPENSES, PRIZES AND PURCHASE EQUIPMENT

Attach projected budget for entire event/project to this application

- NO Budget provided

Receipts & Disbursements.

Where will visitors come from? UNKNOWN

Is this a one-time event? An on-going project? Explain ONGOING--ANNUAL EVENT

Have you received prior funding from this grant? Explain _____

YES, MANY YEARS

How will this event/project increase tourism revenue in Cherokee County? _____

FOOD SALES, GASOLINE, MOTEL, ETC.

If event/project will not directly affect tourism, how will it improve or enhance Cherokee County to indirectly affect tourism? MANY PEOPLE COME BACK FOR FAMILY, CLASS REUNIONS.

Additional support from this grant application may be attached if desired.

*****This grant is not meant to be a supplement to your budget every year – it is intended to get your event started.**

*****IMPORTANT: Upon completion of event/project, all grant recipients must supply the Columbus Chamber of Commerce Tourism Committee with actual budget for event/project and follow-up summary. Recipients who do not comply with this policy may be ineligible for future grants.**

Committee Use Only: Date received 5-5-18 Action _____

Note: These funds are to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building publicity for Cherokee county.

JANET A. GRAHAM

Public Accountant, Inc.

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

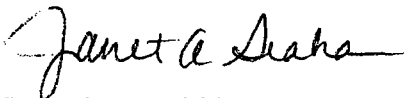
To the Board of Directors
Cherokee County American Legion
Fair Association
Columbus, KS 66725

I have compiled the accompanying Statement of Revenues and Expenses of the Cherokee County American Legion Fair Association, (a non-profit organization) for the 2017 Fair 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, balance sheet, statement of retained earnings and statement of cash flow required by generally accepted accounting principles. If the omitted disclosures, balance sheet, 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.



November 20, 2017

**AMERICAN LEGION FAIR ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES
FOR THE 2017 FAIR**

RECEIPTS:

County Treasurer	\$ 12,000.00	
Vendor Booth Space	2,540.00	
Car Park	1,866.83	
Advertising in Fair Book	945.00	
Camping Fees	2,040.00	
Arena Rent	836.00	
Donations	5,015.00	
Interest Income	2.05	
	<hr/>	
Total Receipts		\$ 25,244.88

DISBURSEMENTS:

Travel & Entertainment:		
Meals	\$ 535.33	
Dues	375.00	
Advertising	5,500.50	
Convention Expense	1,979.88	
Repairs & Maintenance	369.51	
New Equipment - Horse Stalls	6,100.00	
Mowing - Jim Freeman	100.00	
Mowing - Mark Chancellor	2,215.00	
Judging Fees & Travel	2,853.50	
Fair Premiums	3,364.25	
Ribbons, Trophies, etc.	1,820.70	
Cost of Printing Fair Books	639.00	
Labor	785.00	
Utilities	4,256.70	
Trash & Sanitation	1,284.00	
Bookkeeping & Tax Reports	450.00	
Supplies	1,041.39	
Annual Report Fees	40.00	
Insurance	7,283.00	
Bank Charges	19.70	
Miscellaneous	1,134.00	
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Total Disbursements		<u>42,146.46</u>
Net Loss		\$ (16,901.58)

'SEE ACCOUNTANT'S COMPILATION REPORT'

**AMERICAN LEGION FAIR ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES, CONT'D.
FOR THE 2017 FAIR**

Net Loss \$ (16,901.58)

OTHER INCOME:

Net Income - Carnival (Schedule #1)	\$ 8,806.00	
Net Income - Entertainment (Schedule #2)	7,600.00	16,406.00
		<hr/>

NET INCOME \$ (495.58)

'SEE ACCOUNTANT'S COMPILATION REPORT'

Statement of Revenues and Expenses
Carnival
2017 Fair

Gross Receipts - Advanced Armbands		\$	23,800.00
Less: Paid to Pride Amusement	\$	13,794.00	
Paid to Columbus Chamber		1,200.00	14,994.00
			<hr/>
Net Income		\$	<u>8,806.00</u>

'SEE ACCOUNTANT'S COMPILATION REPORT'

Statement of Revenues and Expenses
Entertainment
2017 Fair

Gross Receipts from Music Sponsors	\$ 11,900.00
Less: Music Expense	<u>4,300.00</u>
Net Income	<u>\$ 7,600.00</u>

"SEE ACCOUNTANT'S COMPILATION REPORT"