

MINUTES FOR JUNE 19, 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, June 19, 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, Jordan Zabel, and Machel Smith

Leonard Vanatta, County Road Supervisor, appeared before the Board on routine county road business. He reported that he hasn't heard anything back from KDOT on the application of calcium chloride on the detour roads. He stated that they are working on washed out roads and downed trees from the weekend rain storms.

Jacob Conard, Cherokee County Attorney, appeared before the Board to present his 2018 budget request. He is seeking a \$94,977 increase over the 2017 budget. He is asking to change the part-time attorney to full time and to add a part-time investigator's position. The investigator would provide civil service of papers and do interviews, freeing current deputies from those responsibilities. He stated that it's unclear if the county attorney's department is exempt from the tax lid. He stated that there are five first degree murder cases pending right now. The Board took the request under advisement.

A motion was made by Commissioner Moates to approve the payroll for the period ending June 9, 2017. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

A motion was made by Commissioner Anderson to approve the accounts payable for the period ending June 12, 2017 with the addition of voucher No. 7057 to First American Title for a flood buyout property. The motion was seconded by Commissioner Moates. The motion carried 3-0.

A motion was made by Commissioner Moates to approve the minutes of the June 12, 2017 BOCC meeting as written. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Scott Jackson, Executive Director of Spring River Mental Health & Wellness, Inc., appeared before the Board to present their 2018 budget and request for county funding. He provided a review of their services and an explanation of how the decrease in State funding has affected them. He stated that mental health centers have seen a cut in State funding by \$30 million in the past few years. They are asking for \$121,457 in county funding for 2018, a \$10,000 increase over 2017. He stated that the last funding increase was in 2011. The Board took the request under advisement.

Scott Thompson, President/CEO of CLASS LTD appeared before the Board to present their 2018 budget and request for county funding. He stated that they are asking for the same amount of funding that they have received for the past five years. He provided a review of the services they provide from the receipt of county, state, and federal funding. They expanded this year and purchased a duplex for four citizens which took three off of the waiting list. He stated that 2008 was the last year for a rate increase from the State of Kansas. CLASS employs 56 people with an annual payroll of \$1.6 million. He invited the Board to tour their facilities at any time. The Board took the request 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 9:28 a.m.

The meeting reconvened at 9:38 a.m.

David Groves, Cherokee County Sheriff and Terry Clugston, Cherokee County Under-Sheriff appeared before the Board to present the 2018 budget request for the Sheriff's Department and the Jail. They presented two budget proposals. One combined the Sheriff and Jail into one budget, the other one kept them separate. Sheriff Groves stated that the biggest increase in funding is from adding the expense of purchasing new vehicles into their budget instead of using equipment reserve funds as has been done in recent years. He stated that he had spoken with the county attorney regarding the investigator position. They are in agreement that it doesn't matter whose budget it is in, as long as it gets added to one of them. Groves stated that they are looking to change the sworn officers from KPERS to the KP&F retirement system. It would cost the county \$74,253 lump sum to make the change, then the employee and employer rates would be higher each month thereafter. They stated that Pittsburg, Labette County and Crawford County have all made the change. The Board took their request under advisement.

A motion was made by Commissioner Collins for an executive session with the Board, Sheriff Groves, Under-Sheriff Clugston, Jail Administrator Michelle Tippie, and Counselor Wright for the purpose of disciplinary actions of non-elected personnel for a period of 10 minutes. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 10:52 a.m.

The meeting reconvened at 11:02 a.m.

No action was taken during the executive session.

Senator Richard Hilderbrand stopped by to address the Board on any concerns that they might have. He stated that taxes are going up retroactively from the first of the year. He offered his services at any time if needed.

Clerk Edmondson presented the KCAMP resolution and amended bylaws for the Board to review on a second read. Counselor Wright stated that she had reviewed the documents and had no concerns.

A motion was made by Commissioner Anderson to accept the amended bylaws and inter-local cooperation agreement from KCAMP as presented. The motion was seconded by Commissioner Moates. The motion carried 3-0.

A motion was made by Commissioner Moates to approve Resolution 12-2017 authorizing the signage of the KCAMP agreement. The motion was seconded by Commissioner Anderson. The motion carried 3-0.


Clerk Edmondson presented a change order from iSi Industrial Services for an inspection and asbestos survey on a flood buyout property in the amount of \$977 as recommended by the SEK Regional Planning Commission. The Board signed the agreement.


Commissioner Moates reported that in regards to the KDOT project on W 5th St. in Baxter Springs, the City of Baxter has dug up the water and sewer lines to allow Schwab Eaton access to complete a survey. They will begin the engineering phase for the utility lines.


Commissioner Anderson stated that he has a meeting tomorrow with Mark Turnbull of the Joplin Economic Development.

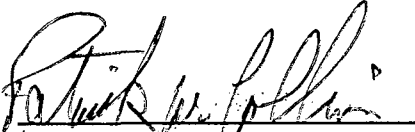
Commissioner Anderson made a motion to adjourn until the next regular meeting set for Monday, June 26, 2017 at 9:00 a.m. The motion was seconded by Commissioner Moates. The motion carried 3-0 at 11:21 a.m.

ATTEST: Resolved and ordered this 26th day of June, 2017


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

isi Industrial Services

Phone (316) 264-7050 Fax(316) 264-0709

Change Order Authorization

Project: NESHAP Survey-8254 SE Cherry Lane
Galena, Ks.--Job 1702054

Date June 14, 2017 Change Order # 001

Description of work (Contract Change)

<u>iSi proposes to inspect and complete a Asbestos NESHAP</u>	\$ _____
<u>Survey on the buildings located at 8254 SE Cherry Lane.</u>	\$ _____
<u>That should include a house structure, a lean to, and a</u>	\$ _____
<u>storage shed.</u>	\$ 977.00
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Add <input checked="" type="checkbox"/> _____	Total change order \$ 977.00

**Check one Omit

The above work covered under this Change Order is hereby approved and the contact amount changed to reflect the additional and/or reduction of work and the authorized amount.

Architect/Consultant/Owner
Cherokee County Commissioners

[Signature]
[Signature]
 By: *[Signature]*
 Date: June 14, 2017

Project Management/Superintendent

By: Dick Genter
 Date: June 14, 2017

*Attach Pricing Worksheet

RESOLUTION NO. 12-2017

OF Cherokee County, STATE OF KANSAS
(Municipality)

WHEREAS, the undersigned Municipality, has authority under the Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended, to participate in and form a municipal self-insurance pool for the insurance coverage for certain liabilities; and

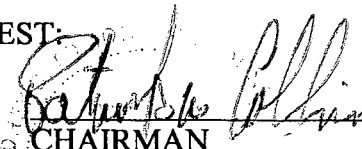
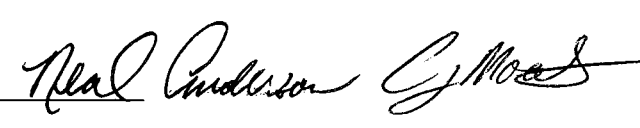
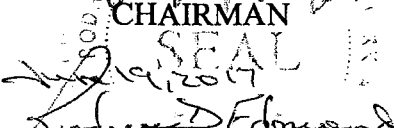
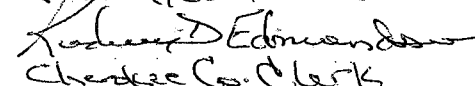
WHEREAS, the Municipality has reviewed an agreement to cooperate with other Municipalities to form such a self-insurance pool entitled "Bylaws and Interlocal Cooperation Agreement for the Kansas County Association Multiline Pool" ("KCAMP")

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPALITY, THAT:

1. The Third Amended and Restated Bylaws and Interlocal Cooperation Agreement for the Kansas County Association Multiline Pool ("the Agreement"), a copy of which document is attached hereto and incorporated by reference into this Resolution, is hereby approved.
2. The undersigned is hereby authorized and directed to sign the Agreement on behalf of the Municipality.
3. Neither this Resolution nor the Agreement approved hereby is intended to nor does it waive, nor shall it be construed as waiving, any immunity or limitation on liability provided to the Municipality, its officers or employees, by any law, including but not limited to any such immunity or limitation appearing in the Kansas Tort Claims Act or amendments thereto. Furthermore, neither this Resolution nor the Agreement is intended to, nor does it provide for coverage in excess of the limitation on liability within the Kansas Workers Compensation Act, K.S.A. 44-501, et seq., as amended.
4. The Municipality further understands, and by execution of this Resolution and the Agreement agrees, that the individual members of KCAMP may be subject to the payment of additional contributions approved by the Members at a special or annual membership meeting, duly called and noticed and at which a quorum is present.
5. One copy of the signed Agreement shall be mailed to the Administrator of KCAMP along with a copy of this executed Resolution; one copy of the executed Agreement shall be filed with the County Register of Deeds for the County in which the Municipality is located; and one copy of the executed Agreement shall be filed with the Kansas Secretary of State.

The foregoing Resolution was duly adopted by a majority vote of the governing body of the Municipality in the State of Kansas, on this 19 day of June, 2017.

ATTEST:


CHAIRMAN



Cherokee Co. Clerk
53311183.4

Third Amended and Restated

BYLAWS AND INTERLOCAL COOPERATION AGREEMENT

FOR THE

KANSAS COUNTY ASSOCIATION MULTILINE POOL

As of May 31, 2017

In consideration of the mutual covenants contained herein, this Third Amended and Restated Bylaws and Interlocal Cooperation Agreement is made and entered into by and among the Kansas Municipalities (hereinafter defined and sometimes referred to as Member(s)) that execute this Agreement and become members of the Kansas County Association Multiline Pool ("KCAMP" or the "Pool"), each of which hereby agrees to abide by the terms and conditions of this Agreement and all actions taken pursuant to this Agreement.

ARTICLE 1. Authority.

1.1 The Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended (the "Act"), the Interlocal Cooperation Act, K.S.A. 12-2901, et seq., as amended, and the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., as amended, authorize this Agreement and the powers commonly held and to be jointly exercised by Kansas Municipalities that become Members of KCAMP.

ARTICLE 2. Definitions

As used in this Agreement, the following terms shall have the meaning hereinafter set out:

- 2.1 Act. The Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended.
- 2.2 Administrator. Administrator of the Pool, who shall serve as its chief executive officer.
- 2.3 Agreement. The Bylaws and Interlocal Cooperation Agreement for KCAMP.
- 2.4 Board of Trustees or Board. The Board of Trustees of the Pool.
- 2.5 Bylaws. The Bylaws and Interlocal Cooperation Agreement for KCAMP.
- 2.6 Contributions. Amounts paid by Members to receive the benefits of the Pool.
- 2.7 Member. A Municipality that enters into this Agreement and becomes a member of the Pool.

2.8 Municipality. Any Kansas county, township, city, district or other political or taxing subdivision of the State of Kansas or any agency, authority, institution or other instrumentality thereof, existing within a county or city that is a Member, except school districts.

2.9 Pool. The Kansas County Association Multiline Pool.

2.10 Representative. The person designated pursuant to Section 11.1.b. to be a Member's official representative for the purposes of the Pool, who is elected by the Member's governing body to be the official representative of the Member, except for a Member that is a county or a city, the official representative of which must be an elected official of the respective county or city.

2.11 Trustee. A person serving on the Board of Trustees and whose county is a Member of the Pool.

ARTICLE 3. Purposes.

3.1 The purposes of this agreement are to:

a. Maintain a group-funded Pool to fund through joint self-insurance, excess insurance, reinsurance or other lawful manner, certain liabilities of Members, as permitted by the Act and determined by the Board, with the powers set forth in this Agreement; and

b. Provide, through the Pool, certain claims and risk management services related to the liabilities so pooled and assist Members in reducing and preventing such liabilities.

ARTICLE 4. Existence of Pool.

4.1 KCAMP is a separate legal public entity, constituting an interlocal governmental agency as provided by law. The Pool shall continue in effect until dissolved in accordance with this Agreement.

4.2 The Pool is formed, financed, organized and shall operate in accordance with the provisions of this Agreement. This Agreement constitutes the Bylaws of the Pool.

4.3 The Pool may sue and be sued.

4.4 This Agreement may be amended and shall continue in effect until the Pool is dissolved, as provided herein.

4.5 This Agreement does not establish an insurance company, nor shall the benefits or obligations of KCAMP constitute a policy of insurance coverage, nor shall this Agreement be construed to establish a workers' compensation pool under the provisions of K.S.A. 44-532 or amendments thereto.

ARTICLE 5. Members.

5.1 Membership in the Pool is limited to the Municipalities that properly enter into this Agreement and that meet qualifying underwriting standards as established by the Board of Trustees.

5.2 Municipalities, including Municipalities that have previously withdrawn or been expelled by the Pool, may be admitted to the Pool only upon written approval of the Board of Trustees, subject to the conditions set out in this Agreement and such additional conditions as the Board may from time to time require. Admission to the Pool shall not be effective until the approved Municipality agrees to be subject to the terms and conditions of membership in the Pool, as set forth in this Agreement by executing a joinder hereto.

ARTICLE 6. Board of Trustees.

6.1 The Board of Trustees shall be composed of seven (7) persons, each of whom shall be an elected official of a different Member county or Member city. In no event shall more than one Trustee come from the same county, whether serving as a city representative or a county representative. A Trustee that is currently serving a term, who during that term fails to be reelected as a county or city official as applicable, may, with the consent and at the pleasure of the majority of the remaining Trustees, continue to serve out that portion of his or her unexpired term, until a successor is appointed by the Trustees or a successor is elected at the next annual Membership meeting. Trustees on the Board shall be elected by a plurality of the vote of the Representatives present and in person at the annual meeting of the Members. No cumulative voting shall be permitted in the election of Trustees.

6.2 Trustees shall assume office on the date the first meeting of the Board of Trustees is held following their election. Appointed Trustees, which will be appointed to fill a vacancy only, shall assume office at the first Board meeting held following their appointment.

6.3 Commencing with the annual meeting of the Membership in 2013, the term of the Trustees then to be elected, and the term of the Trustees elected in succeeding years thereafter, shall be for three years.

6.4 A vacancy shall occur on the Board when a Trustee:

- a. Submits a written resignation to the Board.
- b. Dies.
- c. The Member represented by the Trustee ceases to be a Member.
- d. Fails to attend three consecutive regularly scheduled meetings of the Board, by telephone or in person, without being excused for good reason by the Board.
- e. Is removed by the Members pursuant to Article 10.
- f. Is convicted of any felony or any Class A misdemeanor or Class B misdemeanor.

g. Is a nominee intended by the Nominating Committee to be presented for election at the next annual meeting but who no longer is able to or willing to serve.

6.5 Any vacancy in the position of a Trustee shall be filled for the remainder of the unexpired term by a majority vote of the remaining Trustees, except in the case of a vacancy created by the failure of a current Trustee to be elected to public office while serving his or her term, the continuation as a Trustee of such unelected person for all or a portion of his or her unexpired term, shall be at the pleasure of and in the sole discretion of the remaining Trustees.

6.6 To the extent permitted by law, Trustees may be reimbursed for expenses incurred in the performance of their duties, as authorized by the Board.

6.7 No Trustee may be an owner, officer or employee of any service agent or representative as provided in K.S.A. 12-2627 and amendments thereto.

6.8. Each Trustee must be a resident of Kansas.

6.9 In order to be a candidate for election as a Trustee, the governing body of the Member's municipality must submit a nomination for such candidate to the Nominating Committee of the Board of Trustees at least sixty (60) calendar days prior to the annual meeting. The Nominating Committee of the Board of Trustees shall review all Member nominations; consider nominees' qualifications and make nominations to the Members of those candidates selected by the Nominating Committee for election at the next annual meeting. To be eligible to be nominated, a candidate must, at least sixty (60) calendar days prior to the date of the annual meeting during which an election will be held, submit to the Nominating Committee of the Board of Trustees a completed and signed biographical affidavit in a form approved by the National Association of Insurance Commissioners, as adopted by the Kansas Insurance Department, as described in K.S.A. 40-3304(b)(1).

6.10 No Trustee may, without the express written consent of a majority of the then serving Trustees, be a trustee, director, officer or employee of any other group funded pool, or like entity engaged in business in the state of Kansas, whether formed under the laws of the state of Kansas or the laws of any other state, which funds through joint self-insurance, excess insurance, reinsurance or other lawful manner, certain liabilities of its members or provides administrative or claims adjudication services for any such entity.

ARTICLE 7. Board of Trustees Officers, Meetings, and Procedures.

7.1 The officers of the Board shall be: president, vice-president, secretary, financial controller and claims controller. The Board shall establish the powers and duties of each officer, consistent with this Agreement. The vice-president may exercise the powers of the president in the absence of the president. Officers shall be elected by and from among the Trustees, at the first Board meeting of each calendar year.

7.2 The Board shall fix the date, time and place of regular meetings, which may be held without further notice. Special meetings may be called by the president, or by any four (4) members of the Board, by written notice mailed at least ten days in advance to all Trustees or by waiver of notice(s) executed by all Trustees.

7.3 Four (4) Trustees shall constitute a quorum to do business. All acts of the Board shall require a quorum and a majority vote of the Trustees present, except when a different vote is required by this Agreement.

7.4 The Board shall adopt all such procedures as it deems necessary or desirable for the conduct of its business.

7.5 One or more or all Trustees may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.

ARTICLE 8. Powers and Duties of the Pool and the Board.

8.1 The Pool shall have all powers necessary or desirable to achieve the purposes of the Pool. The Board may exercise all powers of the Pool except those powers reserved to the Members, and all powers necessary and proper for its operation of the Pool and implementation of this Agreement, subject to the limits of this Agreement and the Act. The Board is responsible for all operations of the Pool.

8.2 Subject to the limits of the Act, the powers of the Board shall include, but not be limited to, the power to:

a. Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Administrator, but only to the extent permitted by the Act.

b. Establish Member contributions, pursuant to guidelines adopted by the Board from time to time.

c. Purchase and maintain insurance on behalf of KCAMP and its members and on behalf of the Trustees.

d. Determine the methods of claim administration and payment; provide for claim experience for the Members collectively or separately and establish claim procedures and conditions to be met prior to the payment or defense of a claim.

e. Jointly self-insure, obtain reinsurance or excess insurance (specific or aggregate), or any combination thereof, or otherwise provide for the funding of coverage provided by or through the Pool as the Board deems appropriate.

f. Establish the duties of the Administrator.

g. Provide for the administration of the monies of the Pool, for the manner of payments to the Pool, and for payment of all expense of the Pool; establish standards for the accountability of all receipts and disbursements of the Pool; and establish procedures for safekeeping, handling and investing such monies received or paid.

- h. Make investments in accordance with K.S.A. 12-2622 and amendments thereto.
- i. Acquire, lease, hold and dispose of personal property as provided by law.
- j. Acquire, hold and dispose of real property, including but not limited to leases and rentals.
- k. Exercise the full power and authority of any Member of the Pool when requested, in writing, to do so by the Member's Representative.
- l. Provide for necessary activities to accomplish the purposes of this Agreement and of the Pool.
- m. Do any act permitted by law and not in conflict with this Agreement.
- n. Provide for an independent audit of claim handling procedures, payments and overall operations of the Pool, at such time as the Board may determine.
- o. Establish loss reduction, prevention and risk management policies, procedures, educational programs and requirements for Members of the Pool.
- p. Adopt and adjust the coverage provided through the Pool in concurrence with any affected excess insurers.
- q. Enter into contracts as necessary or appropriate for the operation of the Pool.
- r. Appoint committees from time to time, as the Board considers appropriate, including, but not limited to an investment committee, an audit committee, and a nominating and compensation committee. Each committee shall have a charter under which it performs the functions for which it was created. Each committee shall consist of one or more designated Trustees. Any such committee so appointed shall have the authority only to investigate and report its findings and recommendations to the Board, unless otherwise specifically provided in a resolution of the Board, but no such committee shall have the power or authority to (i) amend the Bylaws, (ii) declare a dividend or refund to the Members, or (iii) recommend the dissolution of KCAMP to the Members.
- s. Approve attorneys or firms of attorneys to represent Members in claims covered by or through the Pool.
- t. Obtain the services of agents, attorneys, brokers, consultants, employees and service providers as necessary or appropriate for the operation of the Pool.
- u. Adoption and amendment of these Bylaws.
 - 1. Whenever there is a proposed amendment to the Pool's Bylaws, the Pool shall provide notice thereof to the Members' governing bodies.
 - 2. No proposed amendment shall become effective sooner than sixty days following notice.
- 8.3 Subject to the limits of the Act, the Board shall:

- a. Perform all duties required by the Act.
- b. Obtain and make available to Members, upon request, an annual audit of the finances of the Pool performed by an independent Certified Public Accountant.
- c. Make available to Members, upon request, quarterly financial statements to account for income, expenses, assets and liabilities of the Pool.
- d. Provide for an annual actuarial review of the Pool.
- e. Adopt a budget annually and report the budget to the Members.
- f. Require that fidelity bonds be in effect for the Administrator, claims service provider, if any, and every person having access to monies of the Pool.

8.4 The Trustees shall not borrow from or extend credit to any individual or any entity.

8.5 The Trustees shall be subject to the provisions of K.S.A. 1994 Supp. 75-4301a, et seq., as may be amended, which requires the filing of statements of substantial interest and other ethical compliance.

ARTICLE 9. Financing.

9.1 All monies contributed to the Pool, and earnings thereon, shall be held in the name of and for the benefit of the Pool.

9.2 The Board shall approve annual Member contributions pursuant to guidelines established by the Board from time to time consistent with the Act.

9.3 Any refund of surplus monies shall be consistent with the Act and with policies adopted by the Board.

9.4 The Board may establish special reserve funds, reduce or eliminate a fund year in which a deficit exists, or pay certain administrative expenses by doing any of the following:

- a. Transfer authorized surplus funds from one policy year to another policy year;
- b. Transfer funds from a special reserve fund; or
- c. Any alternate option approved by the Kansas Insurance Department.

ARTICLE 10. Members' Powers and Meetings.

10.1 The Members shall have the power to:

- a. Elect Trustees pursuant to Article 6, except this power is reserved exclusively to official Representatives of Members.

- b. Remove any elected or appointed Trustee from the Board by a two-thirds vote of the Representatives of Members present, in person, at a meeting duly called for such purpose.
- c. Dissolve the Pool by a two-thirds vote of the Representatives of Members present, in person, at a meeting duly called.
- d. Amend this Agreement by a two-thirds vote of the Representatives of Members present, in person, at an annual meeting or a special meeting duly called for such purpose, except for the provisions herein requiring Trustees be elected county or city officials may only be changed by the vote of two-thirds of the Representatives present, in person, at an annual meeting or special meeting duly called for such purpose. Written notice of any proposed amendment shall be provided to each Member at least thirty days in advance of the vote thereon. If Members have received advance written notice of the proposed amendment in accordance with this paragraph, Members may revise the proposed amendment during an annual meeting or a special meeting duly called for such purpose, as long as the revision does not materially change the purpose and intent of the proposed amendment and a minimum of two-thirds of all Members present, in person, vote in favor of the proposed revision at the meeting. However, if less than two-thirds of the Members present, in person, vote to revise the proposed amendment of which they have received advance written notice, the revision nevertheless may be deemed passed if: (i) such amendment, as revised, is sent to the Members with opportunity to object within 30 days after such meeting and (ii) within thirty (30) days from said mailing, less than 35% of the Membership provides written objection (by majority vote of the governing body of the Members) to the said revised amendment.
- e. Require contributions, in addition to the annual Member contribution established by the Board, pursuant to recommendations and guidelines promulgated by the Board from time to time to keep the Pool financially sound; subject however to the limitation that a Member shall only be responsible for additional contributions to the Pool to cover claims which were incurred in years in which the Member was a Member of the Pool, and expenses related thereto.

10.2 Members shall meet at least once annually at such time and place, within the State of Kansas, as shall be designated from time to time by the Board and stated in the notice of the meeting. Special meetings may be called (1) by the Board; (2) pursuant to a procedure established by the Board; or (3) upon written request executed by at least thirty percent (30%) of the Members.

- a. Notice of any Membership meeting shall be mailed by the Administrator to each Member at least fifteen days in advance, which notice shall state the place, date and hour of the meeting, and in the case of a special meeting, the purpose(s) thereof. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the Member at the Member's address as it appears on the records of KCAMP. Attendance by a Member at a meeting shall constitute a waiver of notice of such meeting, except where the Member attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.
- b. The president of the Board shall preside at the meeting.
- c. Twenty-five percent (25%) of the Representatives, present, in person, shall constitute a quorum to do business.

d. Proxy voting shall not be allowed.

e. Each Member shall be entitled to one vote to be cast by its Representative, or, in the absence of its Representative, by an alternate representative approved by the Member in writing, and whose credentials are satisfactory to the Board pursuant to guidelines established by the Board and published to the Members.

ARTICLE 11. Obligations of Members.

11.1 Members shall have the obligation to:

a. Pay promptly all contributions and other payments to the Pool at such times and in such amounts as shall be established from time to time by the Board, including any interest and penalties for late payment as may be required by a policy adopted by the Board. All payments made to the Pool shall be deemed earned upon receipt and are refundable only at the discretion of the Board.

b. Designate in writing a Representative and one or more alternate representatives for the Members' meetings. Each Representative and alternate representative must be elected by the governing body of the Member, except in the case of a county Member or a city Member, the Representative and alternative representative (i) must be an elected official of the county or city represented by the Member, as applicable; and (ii) elected by majority vote of the governing body of the respective county Member or city Member, as applicable. Each such Representative and alternate representative must be appointed as a KCAMP Representative or alternate representative for a term of not less than one (1) year as the Member's official Representative for the purposes of the Pool. An alternate representative may exercise all the powers of a Representative during a Member meeting, in the absence of the Representative.

c. Allow the Pool and its Administrator, agents, contractors, employees and officers reasonable access to all facilities of the Member and all records required for the administration of the Pool and implementation of this Agreement.

d. Cooperate fully with the Pool's attorneys and Administrator, and any other agent, contractor, employee or officer of the Pool in activities relating to its purposes and powers of the Pool.

e. Provide information requested by the Pool, its Administrator, and any other agent, contractor, employee or officer of the Pool, as reasonably required for the administration and operation of the Pool.

f. Notwithstanding the provisions of K.S.A. 19-247, 19-702 and 19-723 and amendments thereto, allow the Pool, and attorneys and others designated by the Pool, to represent the Member in the investigation, settlement and litigation of any claim tendered to the Pool or within the scope of loss protection furnished by or through the Pool.

g. Follow the claims, loss reduction and prevention, and risk management policies and procedures established by the Board.

h. Report to the Pool, in the form and within the time required by the Board, all incidents or occurrences which could reasonably be expected to result in the Pool being required to consider a claim.

i. Report to the Pool, in the form and within the time required by the Board, the addition of new programs and facilities the significant reduction or expansion of existing programs and facilities or other acts.

ARTICLE 12. Withdrawal of Members.

12.1 Any Member may withdraw from the Pool, effective on the anniversary date subsequent to written notice of withdrawal provided to the Board, by resolution of the Member's governing body. The written notice of such withdrawal must be provided to the Board no later than sixty (60) days prior to the anniversary date of the Pool. If notice of withdrawal is not timely provided, the Member's annual contribution shall be deemed due and payable notwithstanding the Member's subsequent notice of an intent to withdraw for the subject plan year.

12.2 A withdrawn Member shall lose all voting rights upon the effective date of withdrawal. Any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the Member or of the Member to the Pool, after the Member's withdrawal, shall be consistent with this Agreement, any policy adopted by the Board and the Act.

ARTICLE 13. Expulsion of Members.

13.1 A Member that fails to make a contribution or any other payment due to the Pool shall be automatically expelled from the Pool on the sixtieth day following the due date, unless otherwise determined by the Board.

13.2 A Member may be expelled for failure to carry out any other obligation of the Member, subject to the following:

a. The Member shall receive notice from the Board of the alleged failure and shall receive a demand from the Board to cure the alleged failure, within thirty (30) days of receipt of said notice and demand, along with notice that expulsion could result if the failure is not so cured.

b. The Member may request a hearing before and decision by the Members on the expulsion. The request shall be made in writing to the Board at least five (5) days before the end of the period given by the Board to cure the alleged failure. At such hearing, the Board shall present the case for expulsion and the affected Member may present its case. The Member proposed to be expelled shall not be counted in determining the number of votes required, nor shall the Representative of such Member be entitled to vote on the expulsion.

c. If no written request is received pursuant to subparagraph b. of this paragraph 13.2, and if the failure is not cured within the time periods required by subparagraph b. of this paragraph 13, or any extension of such time as the Board may grant, the Board may expel the Member. The Member may request a hearing before the Board on the proposed expulsion in lieu of a hearing before the Members. The request shall be made in writing and received by the Board at least five

(5) days before the end of the period given by the Board to cure the alleged failure, and shall be granted if so made.

d. The Board shall provide the Member at least ten days prior written notice of the time and place of any requested hearing as the Board or Members, as applicable, may set.

13.3 Expulsion shall be in addition to any other remedy which may exist.

13.4 An expelled Member shall lose all voting rights upon expulsion. Any claim of title or interest to any asset of the Pool, and any continuing obligation of the Pool to the Member or of the Member to the Pool, after the Member's expulsion, shall be as determined consistent with the Agreement, any policy adopted by the Board, and the Act.

13.5 Expulsion does not relieve the expelled Member of contribution obligations incurred and due and owing prior to or at the time of expulsion.

ARTICLE 14. Dissolution and Disposition of Property.

14.1 The Pool may be dissolved by the Members as provided in Article 10. In the event of dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, as determined by the Board, shall be distributed exclusively to the Municipalities that are Members of the Pool immediately prior to dissolution to be used for one or more public purposes.

14.2 Upon partial or complete dissolution of the Pool by the Members in accordance with Article 10, the Board shall determine, consistent with this Agreement, all other matters relating to the disposition of property and dissolution of the Pool, by a two-thirds vote of the entire Board.

14.3 The Board shall serve as Trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Pool.

ARTICLE 15. Liability of Board, Officers and Employees.

15.1 No Trustee, officer, or employee of the Pool shall be personally liable for any acts performed or omitted in good faith nor for any debts or other liabilities, actual or contingent, of the Pool or upon contracts or engagements on its behalf. The Pool shall defend and indemnify the Trustees, officers and employees against any and all expense, including attorney fees and liability expenses sustained by them or any of them in connection with any suit or suits which may be threatened or brought against them involving or pertaining to any of their acts or duties performed or omitted in good faith. The Pool may purchase public official's liability, errors or omissions or other insurance providing similar coverage for the Trustees, officers and employees of the Pool. Nothing herein shall be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

15.2 No amendment to or repeal of this Article 15 shall apply to or have any effect on the liability or alleged liability of any Trustee, officer or employee of the Pool for or with respect to any acts or omissions of such Trustee, officer or employee occurring prior to the date when such provision becomes effective.

ARTICLE 16. General Provisions.

16.1 This document constitutes a contract among those Municipalities that become Members of the Pool. The terms of this contract may be enforced in court by the Pool or by any of its Members.

16.2 Except as provided in this Agreement and to the extent of the financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Agreement, no Member agrees, or contracts herein to be held responsible for, any claims made against any other Member. The contracting parties intend to maintain an organization to operate only within the scope herein set out and have not herein created as between Member and Member any relationship of partnership, surety, indemnification or responsibility for the debts of or claims against any other Member, except that, to the extent required by the Act, all Members of the Pool shall be jointly liable for the payment of claims to the extent of the assets of the Pool.

16.3 The withdrawal or expulsion of a Member does not relieve it from liability for additional contributions determined by the Members in accordance with Section 10.1e of Article 10.

16.4 The laws of Kansas shall govern the interpretation and performance of this Agreement.

16.5 In the event that any portion of this Agreement is held invalid or unenforceable, such invalidity and unenforceability shall not affect other portions, and this Agreement is expressly declared to be severable.

16.6 This agreement does not relieve any Member of any obligation or responsibility imposed upon it by law except to the extent that actual and timely performance thereof by the Pool satisfies such obligation or responsibility.

16.7 All monies received by the Pool are public funds, including earned interest, derived from its Members that are Municipalities within the State of Kansas.

16.8 Neither this Agreement nor any action of the governing body of a Member in adopting this Agreement is intended to nor do they waive, nor shall they be construed as waiving, any immunity or limitation on liability provided to the Members or their officers or employees by any law, including but not limited to any such immunity or limitation appearing in the Kansas Tort Claims Act, and amendments thereto. In particular, neither this Agreement nor any action of any governing body of a Member in adopting this Agreement is intended to nor do they provide for coverage in excess of the limitation on liability within the meaning of K.S.A. 75-6111, and amendments thereto.

16.9 The provisions of this Agreement and of the other documents referred to herein and the assets of the Pool, are for the benefit of the Members of the Pool only, and no other persons or entities shall have any rights or interest in this Agreement or in any of the other documents referred to herein or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.

16.10 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation, and the Members shall cooperate in such respects, including amending this Agreement, as reasonably necessary to establish and maintain the nontaxable status of the Pool.

16.11 Except as permitted in this Agreement, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.

16.12 To the extent permitted by any applicable excess insurance, if the Administrator and a Member disagree on whether a loss is covered through the Pool or on the amount of a covered loss, the Member may appeal the Administrator's decision to the Board. If the Member disputes the Board's decision, the Member may request that the disagreement be submitted to binding arbitration as follows:

a. Unless otherwise agreed by the Board or its authorized representative and the Member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the entire dispute of coverage shall be submitted to the American Arbitration Association for arbitration pursuant to their standard rules and regulations.

b. The decision of the panel, or the American Arbitration Association, as the case may be shall be binding on the Board or its authorized representative and the Member and may be filed and otherwise acted upon pursuant to the Kansas Uniform Arbitration Act, as may be amended.

c. The Pool shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fee and expenses of the panelist selected by it and the fees and expenses of the umpire shall be shared equally by the Pool and the Member.


16.13 In the event of the payment of any loss by the Pool under this Agreement, the Pool shall be subrogated to the extent of such payments to all the rights of the Member against any other person or entity legally responsible for damages for such loss as allowed by law, and in such event the Member agrees to render all reasonable assistance to effect recovery.

16.14 The provisions of the Act are hereby adopted by reference as a part of this Agreement, and any provision of this Agreement in conflict with the Act shall be inapplicable.

16.15 This Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with the Pool.

In witness whereof, the parties hereto have entered into this Agreement by the execution of this signature page which shall be attached to and be a part of this Agreement.

Executed by Cherokee County, Kansas, pursuant to Resolution No. 17-207 said Resolution
(Municipality)
having been adopted on the 19 day of June, 2017.

By: Patrick W. Collins Neal Anderson 


Date: June 19, 2017

Print Name: Patrick W. Collins

Title: Cherokee Co. Commission Chairman

ATTEST:

Date: June 19, 2017

BY: Janet S. Edwards 

TITLE Cherokee Co. Clerk





CHEROKEE COUNTY ATTORNEY'S OFFICE

Jacob A. Conard, County Attorney

Nathan R. Coleman, Deputy County Attorney

Cherokee County Courthouse -- 110 W. Maple St., Rm 212 -- Columbus, Kansas 66725

Phone: (620) 429-3836 Fax: (620) 429-1894

June 19, 2017

Board of County Commissioners
110 W. Maple
Columbus, Kansas 66725

Re: 2018 Proposed Budget

Dear Sirs,

Attached, please find the proposed budget for the Cherokee County Attorney's Office for 2018, along with materials for your reference. As proposed, the 2018 budget would allow the office to replace the current part-time Assistant County Attorney with a full-time position. I have also requested funding to add a part-time investigator to the staff. To offset this request, I have reduced other areas of the budget; specifically, items such as "other contractual" and "miscellaneous supplies".

I do not make this request lightly. As an elected official, I have a duty to be a good steward of tax payer dollars, and it is a duty I take very seriously. Similarly, I have a duty to fulfill the responsibilities of the office of Cherokee County Attorney, primarily by prosecuting individuals who threaten our community safety by disregarding our laws. I must balance these responsibilities by running the office as efficiently and effectively as possible with the resources available.

As you will see in the provided materials, case filings in Cherokee County have increased by approximately 36% since 2010. During the same period, public funding of criminal defense has increased by 64% (these figures do not include private funds spent for defense representation). For FY 2017, I project the increase to public defense funding will approach 72%. Meanwhile, funding for criminal prosecution has only increased 16%.

In addition to the increase in volume of cases, the County Attorney's Office is also experiencing an increase in severity and complexity of the cases we prosecute. In the first 5 months of 2017, the County Attorney's Office has filed four First Degree Murder Cases, in addition to multiple violent sex offenses. Given the potential penalty of life imprisonment in such cases, plea agreements are less likely and additional resources must be allocated to assure a just outcome.

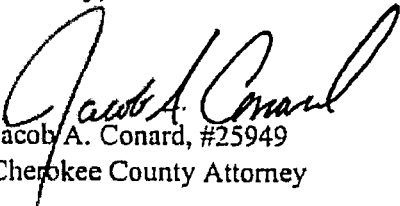
In addition to cases filed this year, cases from years past are coming to trial. There are currently 16 trials set for this calendar year. Including charges of attempted murder, multiple rape cases, high level drug distribution felonies, and burglary. It is safe to say each trial consumes the major part of a week for the lead attorney, not including the hours or days of preparation required in advance of trial. For your review, I have included a list of all cases set for trial, along with a list of major pending cases which will likely be set for trial in early 2018.

To continue to effectively prosecute the increased case load, efficiency is key. The duration of many cases is increased by delay in locating defendants, victims, and/or witnesses. Currently, it is the sole responsibility of the Cherokee County Sheriff's Office to serve subpoenas and summons issued in all criminal and civil cases. Adding an investigator to the County Attorney's relieves deputies of the duty to serve criminal papers, thus allowing more time for substantive police work. Further, an investigator working under the control of the County Attorney's Office would be in a better position to understand the urgency and surrounding circumstances of a given case. In addition to paper service, an investigator would be utilized to conduct follow up interviews and investigations after the initial law enforcement agency has submitted a case for prosecution.

I understand resources are limited and county spending must be managed. Accordingly, I have provided a detailed breakdown of each item in the 2018 budget. There is not a single dollar requested to increase employee pay or benefits. The sole focus of the proposed budget is to promote public safety by providing for more efficient and more effective prosecution of crimes committed in Cherokee County.

Thank you in advance for your consideration in this matter. If you have any questions or concerns, please advise.

Sincerely,



Jacob A. Conard, #25949
Cherokee County Attorney

Enclosure(s):
2018 Proposed Budget
Budget Details
Resource and Case Data
Trial List
Major Case List

**Cherokee County Attorney's Office
2018 Proposed Budget**

Code	Description	2017	2018 Request	Change
30040/02	Salaries	\$ 221,120	\$ 295,000	\$ 73,880
30040/21	Printing/Office Supplies	\$ 5,000	\$ 6,000	\$ 1,000
30040/23	Employee Food/Meals	\$ 750	\$ 750	\$ -
30040/24	Operation/Repair Machine/Equipment	\$ 1,000	\$ 1,000	\$ -
30040/25	Parts/Vehicle Repair	\$ 500	\$ 1,000	\$ 500
30040/28	Computer Supplies	\$ 900	\$ 900	\$ -
30040/29	Misc. Supplies	\$ 1,000	\$ -	\$ (1,000)
30040/30	Gasoline	\$ 500	\$ 2,000	\$ 1,500
30040/68	Other Commodoties	\$ 150	\$ 480	\$ 330
30040/73	Transportation	\$ 750	\$ 750	\$ -
30040/74	Telephone Bills	\$ 4,500	\$ 2,500	\$ (2,000)
30040/75	Dues/Subscriptions	\$ 4,500	\$ 2,257	\$ (2,243)
30040/76	Professional Service	\$ 600	\$ 20,000	\$ 19,400
30040/78	Legal Printing/Advertising	\$ 1,200	\$ 3,000	\$ 1,800
30040/79	Maintenance/Repair Machine Equipment	\$ 300	\$ -	\$ (300)
30040/81	Misc. Expenses	\$ 200	\$ 2,400	\$ 2,200
30040/83	Equipment Lease/Rental	\$ 6,000	\$ -	\$ (6,000)
30040/85	Witness Fees/Travel	\$ 4,000	\$ 4,000	\$ -
30040/89	Other Contractual	\$ 24,000	\$ 9,910	\$ (14,090)
30040/93	Office Furniture/Equipment	\$ 1,000	\$ 1,000	\$ -
30040/94	Vehicles	\$ -	\$ 20,000	\$ 20,000
	Total	\$ 277,970	\$ 372,947	

Salaries

County Attorney	\$ 75,000
Deputy County Attorney	\$ 65,000
Assistant County Attorney	\$ 60,000
Investigator	\$ 18,000
Legal Assistant 1	\$ 28,000
Legal Assistant 2	\$ 28,000
Administrative Assistant	\$ 21,000
Total	<u>\$ 295,000</u>

Printing/Office Supplies

Printing	\$ 3,600
Office Supplies	\$ 1,800
Total	<u>\$ 5,400</u>

Employee Food/Meals

Monthly Meetings	\$ 300
Other	\$ 450
Total	<u>\$ 750</u>

Gasoline

County Attorney	\$ 500
Investigator	\$ 1,500
Total	<u>\$ 2,000</u>

Other Commodities

Culligan	\$ 480
Total	<u>\$ 480</u>

Dues/Subscriptions

KCDAA	\$ 292.00
NDAA	\$ 450.00
CKCO Bar	\$ 375.00
CLE	\$ 60.00
Atty Reg Fee	\$ 525.00
KBA	\$ 360.00
CKCO Fee	\$ 30.00
Columbus News Report	\$ 132.00
News Advocate	\$ 33.00
Total	<u>\$ 2,257.00</u>

Professional Service

Expert Witnesses	\$ 10,000
Special Prosecutor	\$ 10,000
Total	<u>\$ 20,000</u>

Legal Printing/Advertising

Legal Publications	\$ 3,000
Total	<u>\$ 3,000</u>

Maintenance/Repair Machine Equipment**Misc. Expenses**

KSA Supplements	\$ 300
Jury Instructions	\$ 300
Transcripts	\$ 500
Litigation Expenses	\$ 1,000
Notary Services	\$ 300
Total	<u>\$ 2,400</u>

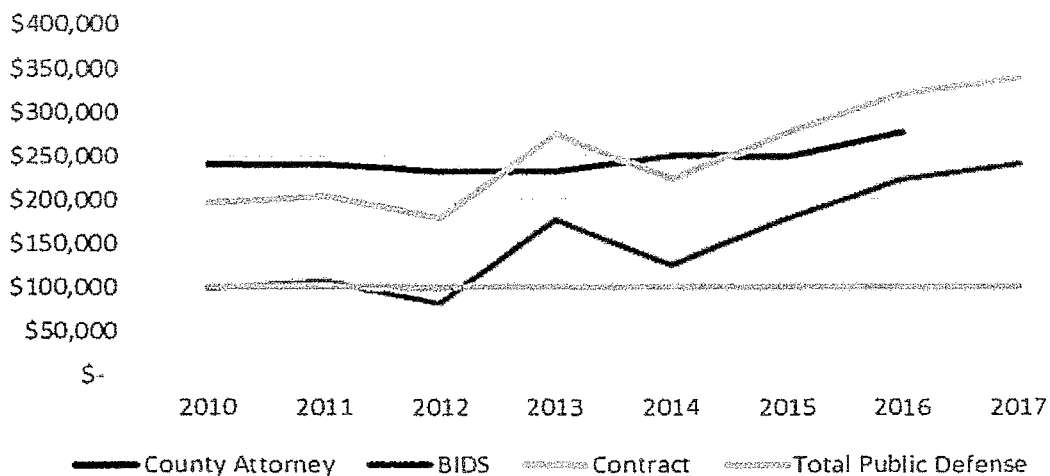
Other Contractual

Stronghold Data	\$ 900
Sonicwall	\$ 384
AVG	\$ 226
Full Court	\$ 1,800
Full Case	\$ 2,100
Westlaw	\$ 3,000
Office 365	\$ 1,500
Total	<u>\$ 9,910</u>

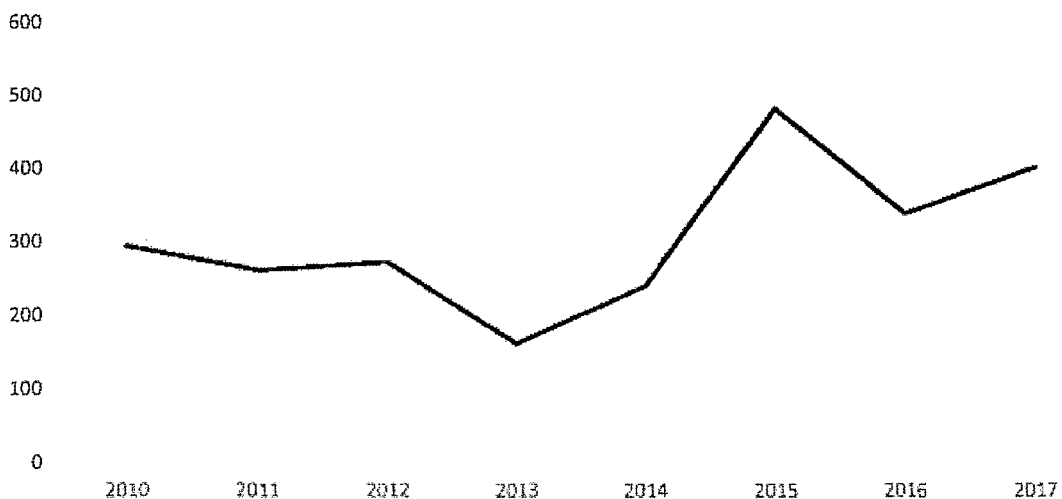
Capitol Outlay

Office Furniture	\$ 1,000
Vehicle	\$ 20,000
Total	<u>\$ 21,000</u>

Prosecution v. Defense Resources



Cases Filed



Major Case List

Defendant	Charges
Diana Bohlander	Murder-1 st Degree
Ty Bohlander	Murder-1 st Degree
Wesley Smith	Murder-1 st Degree
Alyssa Bird	Murder-1 st Degree
John Francis	Murder-1 st Degree
Patrick Colston	Rape (Minor)
Keith Redwood	Rape (Minor)
Ronnie Lomax	Aggravated Assault-Related Homicide
David Martsolf	Distribution of Methamphetamine (98g)
Mallori Phillips	Distribution of Methamphetamine (98g)
Marvin Vanderpool	Attempted Murder
Jacoby Sammons	Aggravated Assault of Law-Officer Involved Shooting
Tim Green	Distribution of Methamphetamine (to minors)
Kenneth Webber	Sodomy
Scott Alumbaugh	Indecent Liberties with a Child

Trial List

Defendant	Charges
James Woods	Burglary
Livingston	Attempted Murder-1 st Degree
Livingston	Distribution of Methamphetamine (28g)
Livingston	Fleeing and Eluding
Conn	Rape
Wilkins	Possession of Methamphetamine
Wilkins	Distribution of Methamphetamine
Phillips	Distribution of Methamphetamine
Bennett	Aggravated Assault with a Firearm
Thomas	Burglary (x3) Felon in Possession of Firearm
Waterman	Attempted Murder
Golden	Aggravated Indecent Liberties with a Child
Piercefield	Aggravated Indecent Liberties with a Child
Dardenne	Rape (minor)
Smith	Rape (minor)
Laws	Rape
Canady	Arson
Brumback	Aggravated Assault with a Firearm

June 2017

June 2017							July 2017						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 28	29	30	31	Jun 1	2	3
4	5 Livingston, James, All Cases Responses Due (OKL)	6	7	8	9	10
11	12 1:30pm Livingston, James 15CR430;15CR445,16 CR105 Pretrial (OKL)	13	14	15	16 Thomas, Frank 16CR187, 16CR188 & 16CR261 Motions due	17
18	19 Bennett, Joseph 16CR246 Responses Due Phillips, DeeDee 15CR447 Responses	20 Woods, James 14CR234 Jury Trial (OKL)		21	22	23
25	26	27	28	29	30 Dardenne, Gary 15CR97 Motions Due Waterman, Brian 9:30am Conn, Jacob 9:30am Wilkins	Jul 1

July 2017

July 2017							August 2017						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30	31		
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 25	26	27	28	29	30	Jul 1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 Golden Ray 15CR378 Thomas, Frank 10:00am Phillips 11:00am Bennett	18 Livingston, James 15CR430 Jury trial (OKL)	19	20	21	22
23	24 1:15pm Thomas, Frank 16CR187;16CR188;16 CR261 Pretrial (OKL)	25 Livingston, James 16CR105 Jury Trial (OKL) Piercefield, Ronny 16CR319 Motions Due	26	27	28	29
30	31 Waterman, Brian 16CR124 Responses Due	Aug 1	2	3	4	5

August 2017

August 2017							September 2017						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 30	31	Aug 1	2	3	4	5
		Conn. Jacob 16CR195 Jury Trial (OKL)			Wilkins, Matthew 16CR193 Jury Trial (OKL)	
		Wilkins, Matthew 16CR135 Jury Trial (OKL)				
		Dardeene, Gary 15CR97 Responses Due				
6	7	8	9	10	11	12
	Livingston, James 15CR445 Jury Trial (OKL)					
	1:15pm Waterman, Brian 16CR124 Pretrial (OKL)					
13	14	15	16	17	18	19
			Phillips, DeeDee 15CR477 Jury Trial (OKL)			
				Golden, Ray 15CR378 Responses Due		
20	21	22	23	24	25	26
	Bennett, Joseph 16CR246 Jury Trial (OKL)				Piercefield, Ronny 16CR319 Responses Due	
27	28	29	30	31	Sep 1	2
	9:30am Golden, Ray 15CR378 Pretrial (OKL)		Thomas, Frank 16CR187;16CR188;16CR261 Jury Trial (OKL)			
	3:00pm Dardenne, Gary 15CR97 Pretrial (OKL)		Laws, Edward 16CR229 Motions Due			

September 2017

September 2017							October 2017						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 27	28	29	30	31	Sep 1 Thomas, Frank 16CR187; Canady, James 15CR116 Motions Due	2
3	4	5 2:30pm Piercefield, Ronny 16CR319 Pretrial (OKL)	6	7	8	9
10	11	12 1:30pm Smith, Billy 15CR375 Pretrial (OKL)	13	14	15	16
17	18	19	20	21	22	23
Waterman, Brian 16CR124 Jury Trial (OKL)						
24	25	26	27	28	29	30
Golden, Ray 15CR378 Jury Trial (OKL)						
Laws, Edward 16CR229 Responses Due						

October 2017

October 2017							November 2017						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	5	6	7	8	9	10	11
8	9	10	11	12	13	14	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30		
29	30	31											

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 1	2 Canady, James 15CR116 Responses due 1:15pm Laws, Edward 16CR229 Pretrial (OKL)	3 Piercefield, Ronny 16CR319 Trial (OKL)		4	5	6
8	9	10 Dardenne, Gary 15CR97 Jury Trial (OKL)			12	13
15	16	17 Smith, Billy 15CR375 Jury Trial (OKL)		18 9:30am Canady, James 15CR116 Pretrial (OKL)	19	20
22	23	24	25	26	27	28
29	30	31	Nov 1	2	3	4

November 2017

November 2017							December 2017						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 29	30	31	Nov 1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
		Laws, Edward 16CR229 Jury Trial (OKL)				
19	20	21	22	23	24	25
26	27	28	29	30	Dec 1	2
		Canady, James 15CR116 Jury Trial (OKL)				

December 2017

December 2017							January 2018							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
					1	2			1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	
24	25	26	27	28	29	30	28	29	30	31				
31														

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 26	27	28	29	30	Dec 1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	Jan 1, 18	2	3	4	5	6

Cherokee County Economic Development Corporation

Item	2017 Budgeted Amount	2018 Proposed Budget	Change from 2016
Revenue	\$99,741	\$115,000	13%
County Commission	\$45,000	\$75,000	\$30,000
2016 Membership & Other Revenue	\$21,121	\$0	-\$21,121
2017 Membership & Other Revenue	\$33,620	\$0	-\$33,620
2018 Membership & Other Revenue	\$0	\$40,000	\$40,000
Operating Expenses	\$99,741	\$115,000	13%
<i>Director Salary & Benefits</i>	<i>\$71,500</i>	<i>\$68,885</i>	<i>-4%</i>
Base Salary	\$60,000	\$60,000	\$0
Health Insurance	\$5,500	\$3,600	-\$1,900
Payroll Taxes	\$5,080	\$4,865	-\$215
Unemployment	\$420	\$420	\$0
Payroll Processing	\$500	\$600	\$100
<i>ED Office</i>	<i>\$3,431</i>	<i>\$3,581</i>	<i>4%</i>
Rent	\$1	\$1	\$0
Internet	\$720	\$720	\$0
Cell Phone	\$1,110	\$1,110	\$0
Utilities	\$600	\$600	\$0
Office Supplies	\$1,000	\$1,150	\$150
<i>Corporation Maintenance</i>	<i>\$3,000</i>	<i>\$3,500</i>	<i>14%</i>
Insurance Coverage	\$1,500	\$2,000	\$500
State & Federal Filings	\$1,500	\$1,500	\$0
Audit	\$0	\$0	\$0
<i>Memberships</i>	<i>\$1,060</i>	<i>\$1,060</i>	<i>0%</i>
KEDA	\$300	\$300	\$0
IEDC	\$405	\$420	\$15
SEDC	\$0	\$0	\$0
SEK, Inc.	\$0	\$0	\$0
Columbus Chamber	\$150	\$150	\$0
Baxter Springs Chamber	\$125	\$125	\$0
Other	\$80	\$65	-\$15
<i>Marketing</i>	<i>\$8,500</i>	<i>\$8,500</i>	<i>0%</i>
Website	\$2,500	\$2,500	\$0
Tourism	\$2,000	\$2,000	\$0
Other	\$4,000	\$4,000	\$0
<i>Travel</i>	<i>\$5,250</i>	<i>\$5,250</i>	<i>0%</i>
Training Related Travel	\$2,000	\$2,000	\$0
Mileage Reimbursement	\$3,250	\$3,250	\$0
<i>Special Projects</i>	<i>\$7,000</i>	<i>\$24,224</i>	<i>71%</i>
Certified Work Ready	\$1,500	\$1,500	\$0
Joplin Regional Partnership	\$5,500	\$11,000	\$5,500
Other	\$0	\$11,724	\$11,724

*Approved by Economic Development Corporation Board at their June 6, 2017 Meeting

Request for County Funding for 2018

Presented to

The Cherokee County Commission

June 19, 2017

Scott Jackson, Executive Director

**2017 SPRING RIVER MENTAL HEALTH & WELLNESS, INC.
Request for 2018 County Funding**

Review of 2016 Services

The chart and graph below shows the number of active behavioral health clients for every month of every year for the past ten years.

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
JAN	416	455	529	574	584	591	559	557	708	669
FEB	427	452	510	567	590	591	536	564	703	662
MAR	462	460	517	586	628	608	559	572	690	674
APR	477	476	540	586	643	619	572	592	680	682
MAY	466	464	523	581	648	594	550	614	667	647
JUN	438	462	514	564	630	578	541	628	692	621
JUL	438	472	488	564	598	554	513	629	666	627
AUG	434	484	523	558	590	562	533	641	696	618
SEP	454	488	532	592	578	565	539	659	687	611
OCT	461	506	551	596	599	578	558	666	698	612
NOV	468	514	553	606	592	591	580	686	695	569
DEC	449	523	559	608	590	558	569	679	682	550
Average/MO	450	480 +6%	529 +9%	582 +9%	606 +4%	582 -4%	551 -5%	623+11%	688+10%	629-8%

After two years of a small decrease in the number of persons served (2012 and 2013) we saw an increasing need for outpatient services with 11% and 12 % increases in 2014 and 2015. In 2016 with the close of the medical clinic and Health Home programs we experienced a decrease in the demand.

People Served from 1999 thru 2016

Spring River Mental Health and Wellness is a critical health resource to Cherokee County citizens. From January 1999 through December 2016 we provided 8,547 residents with mental health or substance abuse treatment services. That is a large number. It is over 38% of the current Cherokee County Population. The age and severity breakdown is below.

- 413 - Children 5%
- 2,001 - Children with a Serious Emotional Disturbance 23%
- 5,417 - Adults 63%
- 716 - Adults with a Serious Mental Illness 8%
- 8,547** Individuals served since January 1999

Number of Mental Health and Substance Abuse Service Hours Provided in 2016

In 2016 SRMHW provided **32,960** hours of service; **31,960** of those hours were direct client service.

Number of Residents Receiving Mental Health and Substance Abuse Services in 2016

Cherokee County residents received traditional mental health or substance abuse services in was **1,554**.

Number of Persons Receiving Non-Mental Health Services from SRMHW in 2016

In addition to the above outpatient programs SRMHW administers the Parenting in Divorce Program for the 11th Judicial District (Cherokee, Labette and Crawford Counties).

The Parenting in Divorce education class served **200** parents.

The MIECHV (Early Childhood Home Visitation & Referral) served **110** families with **171** children.

DUI Evaluations & SB 123 (non-violent drug offender evaluations) provided to **35** individuals.

Truancy Tracking & Counseling Program served **40** youth.

Noteworthy Happenings in 2016

Mental Health Services

Outpatient therapy, psychiatry, and day programs for youth continue to be the most utilized programs we offer. In addition to those persons having a mental/emotional and behavioral disorders SRMHW continues to provide services for those with a substance abuse disorder and their families.

Psychiatry.

In 2016, because of financial losses of state funding, it was necessary to implement a policy requiring payment at the time of service in order to see the psychiatry professional. This is for all except our target populations in emergency situations where hospitalization could occur without the medication. Psychiatry is the most expensive service we provide and generates the lowest percentage of our cost to provide of all of our services.

Juvenile Justice Programs

Our Juvenile Justice programs continue to provide a much needed service. The number of youth referred for Juvenile Intake and Assessment Services in 2016 was 97. This service provides an immediate assessment 24/7 for juveniles coming in contact with law enforcement with a recommendation for law enforcement about a suggested placement for the youth.

Truancy Tracking and Counseling Program

Funds from the Labette-Cherokee Juvenile Justice Services and the Cherokee County school districts have funded this program for the past three years. Seventy (40) youth were served during the 2015/16 school year. Eighty-five percent (85%) of the youth successfully completed the program and improved their attendance. Although we were informed last year that with the Juvenile Justice Reform, funds for any prevention or early intervention would no longer be available, at this point it appears that those funds will continue. If the schools are able to contribute the same amount as last year we will be able to continue this program.

Recreation and Wellness Center

The recreation and fitness services continue to be quite popular and heavily utilized. In addition to members using the programs to improve health and fitness several groups have used the gymnasium for various functions. With an increase in educational events and expanded class offerings, the Wellness Center is having a definite impact on the health and fitness of Cherokee County residents.

FEMA Storm Shelter

The FEMA storm shelter is available for area residents on a 24/7 basis. It has been utilized many times since we opened in December 2010. We have local citizen as organized volunteers available to open the facility after hours in the event of a tornado warning and the Cherokee County Sheriff's Department has access as well. The back-up generator allows continuous operation in the event of a power outage and the gymnasium could be utilized for short term housing if a major natural disaster should occur. In coordination with the Local Emergency Planning Committee and the Cherokee County Health Department the site can be identified as the emergency preparedness site for the south end of Cherokee County.

Medical Clinic

After the loss of our primary mid-level provider two times in the first 15 months of operation our Board of Directors decided to close the medical clinic in August. We have made efforts to offer the facility to medical providers in the area that might have an interest in providing services in Riverton and have yet to achieve that goal.

Decrease in Employees

We have approximately 20% fewer employees than in 2014. Some because of loss of entire programs and some through elimination of the position for financial reasons.

State Psychiatric Hospital Moratorium

The census has grown so much at the State Psychiatric Hospital at Osawatomie, that a moratorium has been placed on admissions. This poses a problem for CMHCs and law enforcement.

Budget and 2018 Request

The Community Mental Health system in Kansas has lost approximately \$30 million in the past two years through Medicaid cuts, Health Homes Program closure and ceasing payment for screening potential psychiatric admissions CMHCs provided for the State of Kansas. SRMHW has been severely impacted by these cuts. The Governor's 4% cut to Medicaid payments last July reduced SRMHW revenues by about \$86,000 annually. We have lost an additional \$22,000 annually in psychiatric hospitalization screening and diversion funding that we used to treat Medicaid recipients in the community instead of them being hospitalized. Historically we were contacted if someone with Medicaid was seeking inpatient psychiatric hospitalization. We screened them to see if we could service them in the community and avoid the high cost of hospitalization. We diverted a large majority to services in the community. Those same individuals may now go to a psychiatric hospital and be admitted, treated for several days and then discharged without our even being aware they had been hospitalized. It is very poor coordination of care and will negatively impact readmission rates and hamper follow up care after a hospitalization.

With the Affordable Care Act not increasing the number of patients who are insured, we continue to see an increasing number county residents without the ability to pay for their services. Additionally, some Medicaid Managed Care companies are pushing us to provide less service to the mentally ill and are demanding a lot of our therapist's time on phone calls justifying what we do provide.

While we continue to operate under the mandate to serve everyone regardless of their ability to pay, we have had to make adjustments to what we can provide. Our funding reductions will not allow us to continue to provide all needed service regardless of one's ability to pay. Residents will always receive emergency mental health services and screenings for state psychiatric hospitalization. We have a high number of persons that schedule appointments and then do not show up. This is very costly for us because we have reserved a time slot that cannot be filled. We have implemented a policy that all fees (including those on a sliding fee schedule) must be paid in advance of seeing a psychiatric provider as stated on the previous page.

We are requesting County support in 2018 of \$121,457 for our mental health and substance abuse treatment services. This is an increase of \$10,000 or 9% over the support we receive from the county in 2017. We view this as a reasonable request as the last funding increase we received from Cherokee County was six years ago in 2011. We also want to remain the Substance Abuse Service Provider for Cherokee County and continue to receive the portion of the Liquor by the Drink Tax returned to Cherokee County that must go to a special alcohol and drug program fund.

See attachments:

1. Summary that details the services provided in 2016.
2. Mill levy comparison for surrounding counties and the state as a whole.
3. Revenue and Expense estimated budget for 2018.
4. List of Programs SRMHW offers.

2017 Spring River Mental Health and Wellness, Inc.
 Services Provided and People Served 2016

<u>Type of Service</u>	<u>Direct Service Hours</u>
Individual Counseling	5,271
Family Counseling	965
Group Counseling	56
Intake (Admission Evaluations)	870
Psychological Testing	195
Medication Check	834
Screening / Emergency	841
Case Management/A&D Case Mgmt	10,860
PSR Group - Adult	982
PSR Group - Children	9,416
Attendant Care Services/PR	1,074
JJA Truancy, Connections	596
Total Direct Service Hours	31,960

<u>Type of Service</u>	<u>Indirect Service Hours</u>
Phone Consultation	0
Case Conference	4
Consultation and Education	996
Total Indirect Service Hours	1,000
TOTAL HOURS OF SERVICE PROVIDED	32,960

<u>Number of People Served - Outpatient Svs.</u>	
Severe & Persistently Mentally Ill Adults	158
Other Adults	693
Seriously Emotionally Disturbed Children	360
Other Children	123
Juvenile Intake and Assessment	97
Health Home Services (Ave Members/Month)	N/A
Total # Served – Outpatient Services	1,554

<u>Number of People Served - Educ & Eval Svs.</u>		
MIECHV (Early Childhood Home Visitation & Referral)	110 Families	171
Parenting in Divorce Program		200
DUI Evaluations/MIP/SB-123		35
Truancy Tracking Program		40
Total # Served – Educ & Eval Svs		446
TOTAL UNDUPL. PERSONS SERVED IN 2016		2,000

Number of people served - Medical Clinic
 Fitness Center Monthly Users Fluctuates **200-250**

Southeast Kansas Mill Levy Amounts 2017 13 Counties Representing 4 Mental Health Centers

County	Pop.				Dollars					
		2015	2016	2017	2015	2016	2017	2015	2016	2017
Cherokee	20,533	0.805	0.633	0.644	\$111,457	\$111,457	\$111,457	\$5.25	\$5.43	\$5.43
Crawford	39,217	2.352	1.979	1.974	\$553,900	\$472,523	\$565,000	\$14.18	\$14.23	\$14.41
Wilson	8,856	0.427	0.369	0.41	\$42,500	\$42,500	\$42,500	\$4.67	\$4.80	\$4.80
Elk	2,605	1.445	0.962	0.962	\$33,000	\$33,000	\$33,000	\$12.13	\$12.67	\$12.67
Chautauqu	3,402	0.884	0.839	0.892	\$30,000	\$30,000	\$30,000	\$8.40	\$8.82	\$8.82
Montgome	33,314	0.330	0.305	0	\$157,813	\$151,064	\$46,766	\$4.58	\$4.53	\$1.41
Labette	20,803	1.214	0.98	0.973	\$142,250	\$146,770	\$141,495	\$6.68	\$7.06	\$6.80
Allen	12,717	1.039	0.728	0.798	\$117,000	\$117,000	\$120,500	\$8.78	\$9.20	\$9.48
Anderson	7,808	0.949	0.862	0.494	\$72,785	\$76,100	\$76,100	\$9.33	\$9.75	\$9.75
Bourbon	14,712	7.380	0.626	0.652	\$70,000	\$70,545	\$70,000	\$4.70	\$4.80	\$4.76
Linn	9,536	0.575			\$102,000	\$105,000	\$105,000	\$10.80	\$11.01	\$11.01
Neosho	16,346	0.589	0.627	0.728	\$85,339	\$95,000	\$109,000	\$5.20	\$5.81	\$6.67
Woodson	3,115	0.905	0.906	0.944	\$35,000	\$35,000	\$35,000	\$10.68	\$11.24	\$11.24
TOTAL								Average		\$7.70

2015 Southeast Kansas Average General Fund: \$7.70

15.32

10.80

All of the counties above comprise the area served by the five mental health centers in southeast corner of the state.

The statewide average includes all 105 counties.

*Average when Johnson County removed from formula.

Spring River Mental Health & Wellness 2018 Budget Revenue & Expenses

June 19, 2017

Client Fees	2,487,216
Parenting in Divorce Program	<u>6,000</u>
Sub total	\$2,493,216
Grants	478,152
County Mil Levy	121,457
County Alcohol Tax	14,496
Health & Wellness Center	140,804
Capital Campaign	348
Miscellaneous Income	<u>43,276</u>
Sub total	\$798,533
TOTAL REVENUE	\$3,291,749
Personnel	2,328,012
Travel	63,720
Occupancy Costs	159,552
Supplies & Materials	62,604
Contractual Services	355,964
Other Operating Expenses	<u>294,000</u>
TOTAL EXPENSES	\$3,263,852
NET REVENUE	\$27,897

Contractual Services includes: Advertising, Attorney Fees, Audit & CPA, Computer Maintenance Contract, Contract Psychiatry, Equip Lease/Maint, Subscriptions/Dues, Telephone, Computer Phone Lines & Other.

Other Operating Expense includes: Bad Debt expense, Insurance (D&O, Prof Liab, Bonding), Interest, Planning & Development, Recruitment, Depreciation & Other.

Spring River Mental Health and Wellness

Programs 6-15-17

The following is a list of some of the mental health programs offered by SRMHW with a brief explanation of the service.

Additionally SRMHW provides the services of a fitness center with a focus on health and wellness activities. Within this service we provide the community with a public storm shelter with a backup generator and potential for temporary shelter for county residents in the case of a natural or man-made disaster.

Psychiatry - for evaluation of medications that may help with treatment of mental/emotional disorder

Psychological Evaluation – Use of psychological tests to evaluate for intelligence level, psychopathology, or diagnosis for treatment purposes.

Psychotherapy - Individual, group and family modalities to address identified areas in their life that create personal or family problems.

Alcohol and Substance Abuse Treatment - To help individuals and families suffering from the effects of substance abuse or dependence. The goals are recovery of physical, mental, emotional, social, work, family, and spiritual functioning.

Truancy Counseling – family counseling with a goal of reinforcing parents' insistence and encouragement in seeing that their child attends regularly.

Truancy Tracking – monitoring school attendance of students in the truancy counseling program and working with school personnel to achieve regular attendance.

Juvenile Intake and Assessment – 24/7 response to assess and make recommendations when a youth is involved with law enforcement

Therapeutic Preschool – a program for children with an emotional or behavioral problem that if not addressed would prevent them from doing well in the public preschool and/or kindergarten classroom.

Child Psychosocial Rehabilitation Programs - Group programs for three age groups of children that use positive behavior management to help improve self-control, social skills, school performance, and reduce negative behaviors and negative self concepts.

Adult Psychosocial Rehabilitation Program - To assist adults with a serious and persistent mental illness in independent living, education improvement, vocational skills improvement and employment, social skills and symptom management.

Parent Support Services – introduces parents of children with a serious emotional disorder to the range of services offered at SRMHW and other agencies and explains how to access these services. This is outreach to parents in their homes and regular meetings are held to provide information that will be informative to parents working to help their child.

Children's Community Psychiatric Supportive Treatment - intensive case management for children in their homes/schools /community.

Adult Community Psychiatric Supportive Treatment – intensive case management for adults with a serious and persistent mental illness in their homes/schools /community.

Housing Assistance - To assist persons with severe and persistent mental illness to locate and afford a safe and clean independent living environment

Vocational Assistance - To assist individuals with significant impairments and/or disabilities in obtaining and maintaining competitive employment.

Child Attendant Care – Providing basic support on a short term basis to children with a serious emotional disorder (usually in the classroom or another social setting) to assist the child in applying appropriate behaviors learned in the education or community setting.

Adult Attendant Care - Providing basic support on a short term basis to adults with a serious and persistent mental illness (usually in a community setting to assist them in getting accustomed to other community resources).

State Psychiatric Hospital Screening – a 24/7 clinical assessment for individuals displaying symptoms of mental illness. Individuals must meet all three criteria prior to involuntary commitment to Osawatomie State Hospital for treatment.

Competency to Stand Trial Evaluation – Psychological evaluation to determine if an individual is psychologically competent to stand trial.

Civil Guardianship Evaluation – Evaluation of an individual's ability to manage their own personal and financial affairs or needs the assistance of a guardian/conservator.

24 hour Emergency Services – Respond 24/7 for emergency mental health services by telephone and face to face when needed.

Head Start Consultation Services – Evaluation and recommendation for students that may need a mental health intervention.

Parenting in Divorce Class – for parents going divorce or child visitation disputes. Required by court for all divorcing parents prior to divorce being heard by the court.

DUI Evaluations - Evaluate whether an education program or treatment for substance/alcohol abuse is recommended as the result of DUI. We administer this program for the 11th Judicial District.

Non-Violent Felony Drug Assessments - To determine need and type of treatment that individuals sentenced for non-violent drug felonies will receive.

Maternal, Infant and Early Childhood Home Visiting Program – To develop and coordinate a centralized outreach, screening, intake and referral system in Cherokee County. High risk children and families

Positive Behavior Support Program – A program that uses an in-depth assessment of a child’s challenging behaviors and then applies positive behavior support strategies and monitoring to strengthen deficit skills to prepare them to be included in the classroom.

Respite care - Provides family members a needed break from the continual care of their family member that has a serious emotional disorder (child) or serious mental illness (adult).

Autism Diagnostic Team – Performs a professional diagnostic assessment of children displaying behaviors related to autism. Testing results are forwarded to a pediatrician on the team for formal diagnosis.

Independent Living – training and support in all aspects of living independently such money management, seeking housing, acquiring furniture and kitchen utensil, cooking, etc.



ASSISTING INDIVIDUALS WITH DISABILITIES ALONG LIFE'S JOURNEY

1200 Merle Evans Drive • P.O. Box 266 • Columbus, Kansas 66725

Funding Request to Cherokee County Commission for 2018

CLASS LTD is a provider of home and community-based services to Cherokee County residents with intellectual and developmental disabilities (I/DD). We are very appreciative of the years of support which have been provided by Cherokee County to assist us with serving these individuals. For calendar year 2018 we are again requesting the County Commission to allocate mill levy funding to assist us in our continuing mission to serve citizens of the county.

CLASS LTD has been providing services to residents of Cherokee County with disabilities for more than 40 years, having incorporated in 1975. CLASS maintains its administrative office as well as a service center for clients in Columbus. We also operate residential sites within the City of Columbus, including a Duplex, Triplex and Quadplex. These residences provide housing for 15 individuals. The addition of the duplex in February 2017 allowed us to increase our residential capacity and provide a quality home for four individuals. In the 40 plus years which we have served residents of the county, we have seen many individuals grow in independence, gain important life skills, and live successful lives integrated into their communities. We have helped prevent unnecessary institutionalizations and worked to keep families together. We have assisted clients in learning skills needed to gain employment. A continued partnership with the County Commission will allow us to sustain these positive outcomes and achieve new successes in the future.

Overview of Funding Available for Those with Intellectual/Developmental Disabilities

The majority of all I/DD services are paid for from Home and Community Based Services (HCBS) Waiver funding administered by the Kansas Department for Aging and Disability Services (KDADS). This funding is for direct services to individuals and includes state funding matched with federal Medicaid funding. In order to receive HCBS funding, an individual must first be determined eligible by the local Community Developmental Disability Organization (CDDO). Unfortunately, meeting eligibility requirements does not guarantee that services will begin immediately as there is a waiting list for Kansans awaiting services. It is believed that presently there are more than 3,000 individuals on the statewide waiting list. According to the CDDO of Southeast Kansas, 38 individuals in Cherokee County are on the list awaiting funding.

In recent years, State of Kansas revenue shortfalls have resulted in budget cuts to KDADS and other state agencies administering disability services, leaving less funding available for service providers such as CLASS LTD. The recently passed State budget looks to provide a modest increase in service reimbursement rates for providers such as CLASS. This will be the first-rate increase for I/DD providers since 2008 and will help restore some funding lost since implementation of the managed care (KanCare) system for those with I/DD. Continued receipt of County mill money to augment State funding is extremely valuable to our agency to continue to provide quality services which allow those with disabilities to live successfully in their communities.

We understand challenges also exist for County government to remain fiscally solvent during these financial times. Accordingly, our 2018 budget request is to maintain the same amount of county funding as has been provided for each of the past five calendar years.

CLASS LTD Cherokee County Services:

CLASS LTD provided on average services to 61 individuals in Cherokee County for the period of July 1, 2016 through May 31, 2017. Those served included an average of 45 adults and 16 children.

To continue to achieve and maintain quality outcomes for those we serve will require a successful partnership with Cherokee County as well as our state funding sources. Funds received from Cherokee County can be leveraged to allow CLASS LTD to provide:

- Funding for persons who have a disability but do not meet the state's eligibility criteria or are on a waiting list for services
- Match for local, state and federal grants
- Maintenance and improvement of facilities and infrastructure such as information technology and software
- Funding for client transportation

CLASS LTD's Commitment to Cherokee County Commission:

1. Maintain full licensure by Kansas Department of Aging and Disability Services (KDADS).
2. Serve or arrange to serve Cherokee County citizens with developmental disabilities when funding is available or to the extent possible without funding.
3. Provide services according to individualized lifestyle choices to the extent possible.
4. Provide family members (including siblings) of persons with developmental disabilities the related supports they need and request.
5. Create job opportunities for persons served by CLASS LTD.
6. Expand independent living skill training for people with developmental disabilities that will enhance their quality of life.
7. Promote health and wellness initiatives for staff and clients we serve.

CLASS LTD Contributions to our Communities:

- CLASS LTD employed 56 staff in Cherokee County as of May 31, 2017, with cumulative annual wages of approximately \$1.6 million.
- Sponsored the "Herding Heroes" goat show at the Cherokee County Fair.
- Provides information and referral for families with members with disabilities
- Provides community education on disability issues
- Assists with transition of students to post school life, including jobs
- Makes meeting and training space available to community groups
- Encourages staff members to become involved in community and civic organizations and local government
- Provides limited public transportation service between Columbus and Baxter Springs area
- Can meet the needs of local employers for workers
- Clients and staff participate in a variety of community activities and causes including:
 - Horses of Hope
 - Adoption of local family for Christmas
 - Relay for Life
 - Participate and host the Partnership for All Cherokee County Children (PACCC)
 - Member of the Columbus and Baxter Springs Chambers of Commerce
 - Special Olympics
 - Cherokee County Fair
 - CLASS is a Supporter member to the Cherokee County Economic Development Corporation

CLASS LTD Services Locations in Cherokee County:

Administrative Office	1200 Merle Evans Drive
Day Program	315 N. East Ave.
Duplex	927 W. Maple
Triplex	115 S. Illinois
Quadplex	1215 E. Walnut

CLASS LTD Board of Directors in Cherokee County:

Jason Hulvey	Columbus
Deb Porter	Riverton
David Boyd	Columbus

On behalf of the clients, staff and Board of Directors of CLASS LTD, I want to thank you for your continued interest in and support of persons with developmental disabilities.

Respectfully submitted,

Scott Thompson
President/CEO

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

June 19, 2017

I'm excited about the opportunity to work with this Board of Commissioners and discuss the Sheriff's Office operating budget for FY 2018.

Public safety is a core government function and by working together, I'm confident we will be able to meet the ever changing needs of our county residents. As those needs change, our agency must adapt to provide a level of professional service our citizens expect and deserve.

With that in mind, attached you will find a couple of differing budget proposals for 2018.

Our ideal request would be the Board consider and vote to approve Sheriff's Office Proposal A, which would consolidate the funding for our Sheriff's Office operations as well as those for the Jail. In a profession where the unexpected is the norm, having a consolidated budget allows us to refocus resources in the appropriate areas that need it at the time.

Proposal B is the ideal budget proposal for the Sheriff's Office without the Jail budget proposal attached, as has been standard in years past.

In addition to these proposal requests, I would respectfully request the Board of County Commissioners consider changing sworn law enforcement officers from KPERS Retirement System to Kansas Police & Firemen's Retirement System (KP&F). Doing so would require an increase to the employee benefit fund (this is not part of the Sheriff's Office budget) in the amount of \$74,253.00.

It is my hope, the county would be able to make this beneficial transition with no direct cost to the taxpayer, but rather utilize the new funds realized from Kansas Crossing Casino.

Again, I am excited about talking about these proposals and receive any input and thoughts the Board may have.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "David M. Groves".

Sheriff David M. Groves

FY 2018 Sheriff's Office Budget Proposal A

Personal Services

Payroll\$1,636,625.00

Commodities

Office Supplies..... \$1,500.00
Employee Uniforms and Equipment.....\$21,000.00
Vehicle Parts and Repairs.....\$33,000.00
Computer Supplies.....\$5,000.00
Fuel.....\$92,000.00
Breakroom Supplies.....\$100.00
Inmate Food\$134,000.00
Inmate Personal Items (Hygiene)\$5,000.00
Janitorial Supplies\$18,000.00
Other commodities.....\$2,000.00

Contractual

Telephone.....\$21,500.00
Utilities\$64,000.00
Transportation\$3,000.00
Membership Dues.....\$5,000.00
Professional Services.....\$8,000.00
Equipment Lease.....\$13,000.00
Maintenance (Building and Grounds)\$71,000.00
Cellular Phones.....\$4,500.00
Training.....\$13,000.00
Inmate Medical\$79,000.00
Communications.....\$1,320.00
Other Contractual.....\$29,300.00

Capital Outlay

Vehicles.....\$128,500.00

Total Proposed.....\$2,389,345.00

This budget proposal reflects an increase of \$103,500.00 from FY2017 to continue our patrol vehicle rotation of 3 vehicles and equipment each year, keeping our fleet mechanically sound and safe.

FY 2018 Sheriff's Office Budget Proposal B

Personal Services

Payroll.....\$1,092,625.00

Commodities

Office Supplies..... \$500.00
Employee Uniforms and Equipment.....\$16,000.00
Vehicle Parts and Repairs.....\$33,000.00
Computer Supplies.....\$5,000.00
Fuel.....\$92,000.00
Breakroom Supplies.....\$100.00
Other commodities.....\$2,000.00

Contractual

Telephone.....\$21,500.00
Membership Dues.....\$5,000.00
Professional Services.....\$4,000.00
Equipment Lease.....\$13,000.00
Cellular Phones.....\$4,500.00
Training.....\$10,000.00
Communications.....\$1,320.00
Other Contractual.....\$12,300.00

Capital Outlay

Vehicles.....\$128,500.00

Total Proposed.....\$1,441,345.00

This budget proposal reflects an increase of \$103,500.00 from FY2017 to continue our patrol vehicle rotation of 3 vehicles and equipment each year, keeping our fleet mechanically sound and safe.

FY 2018 Sheriff's Office Jail Budget Proposal

Personal Services

Payroll.....\$544,000.00

Commodities

Office Supplies.....\$1,000.00
Employee Uniforms and Equipment.....\$5,000.00
Inmate Food.....\$134,000.00
Inmate Personal Items (Hygiene).....\$5,000.00
Janitorial Supplies.....\$18,000.00

Contractual

Utilities.....\$64,000.00
Transportation.....\$3,000.00
Professional Services.....\$4,000.00
Maintenance (Building and Grounds).....\$71,000.00
Training.....\$3,000.00
Inmate Medical.....\$79,000.00
Other Contractual.....\$17,000.00

Capital Outlay

Vehicles.....\$0.00

Total Proposed.....\$948,000.00

