

MINUTES FOR JUNE 6, 2016
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Chairman Myers called the regular session of the Cherokee County Board of Commissioners (The Board), to order and led all in attendance in the Pledge of Allegiance at 9:00 AM on Monday, June 6, 2016 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Robert Myers, Pat Collins, Charles Napier, County Counselor Barbara Wright, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt, Sarah Okeson, and Machel Smith

Jackie Coltrane - Cherokee County Extension Office

He appeared along with members of the County Extension Board to present the 2017 Extension Council budget. They are asking for a 2% increase in county funding to offset the 7% or more decrease in funding by the state for 2017. He provided an update on the Extension Council staffing and programs that are currently being provided.

The Board took the budget under consideration and placed it on the agenda for approval next week.

Jim Burton, W. E. Schaiff - City of Columbus

They appeared before the Board seeking assistance with the construction of a concrete parking area at the Park Cemetery near the chapel. They provided a written estimate for the cost of the project. The Board took it under advisement until next week.

Leonard Vanatta - County Road Supervisor

He appeared before the Board on routine county road business.

A motion was made by Commissioner Myers to enter an Executive Session with the Board, Counselor Wright, and Leonard Vanatta for a period of 10 minutes for the purpose of Non-Elected Personnel. The motion was seconded by Commissioner Napier. The motion carried 3-0 at 9:22 AM.

The meeting reconvened at 9:32 AM.

No action was taken during the Executive Session.

Juanita Hodgson - County Treasurer

She presented the Board with current budget and fund balance reports.

A motion was made by Commissioner Collins to approve the Minutes of the May 16, 2016 BOCC meeting. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Collins to approve the Minutes of May 23, 2016 BOCC meeting. The motion was seconded by Commissioner Napier. Motion carried 2-0 with Commissioner Myers abstaining.

The Board discussed the current policies concerning employee time cards and pay sheets submitted by each department with H.R. Director Deana Randall.

A motion was made by Commissioner Myers to have the actual time cards included with the time sheets that are turned in to Deana by each department, and to have one of the storage rooms in the H.R. Department that is used by the County Treasurer to be cleared out for use by H.R. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Myers that any employee that normally is working business hours of 8A-5P, mainly in the Courthouse, and they work other than 8A-5P, or weekends, or there is hand written time on the time card, then the Department Head needs to write an explanation on the back. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Myers to approve the Accounts Payable for the period ending June 1, 2016, with the exception of item 91388 on page 4, item 91413 on page 8, and item 91495 on page 15 until further explanation is received. The motion was seconded by Commissioner Collins. The motion carried 3-0.

A motion was made by Commissioner Napier to approve the Payroll for the period ending May 27, 2016. The motion was seconded by Commissioner Myers. The motion carried 3-0.

A motion was made by Commissioner Myers to pay item 91413 from the Accounts Payable report. The motion was seconded by Commissioner Collins. The motion carried 3-0.

Department Heads - Monthly Reports

They met with the Board for their routine monthly meeting for the purpose of updating the Board on happenings within each department, with the following Department Heads present: Betha Elliott, Health Department; Logan Grant, Noxious Weeds; David Groves, Sheriff; Deana Randall, Human Resources; Janet Miller, Economic Development; Juanita Hodgson, Treasurer; Nathan Coleman, Attorney; Rodney Edmondson, Clerk/Election; Wayne Elliott, 911 Addressing & Mapping.

Betha Elliott - She stated that training and certifications are taking place in her department.

Logan Grant - He stated that he has his final test tomorrow.

David Groves - He provided an update on training currently taking place in his department. He stated that his department is joining with the Health Department in June to host the car seat inspections as part of a KDH&E Grant. He informed the Board that he, along with the Galena Police Department, and USD 499 is applying for a DOJ Cops Grant to fund a School Resource Officer. He has letters of support from Representative Jenkins and Senator Moran, but needs the Board's approval to submit the grant. The Board gave their approval.

Deana Randall - She reported that things are going smoothly with the conversion to biweekly pay.

Janet Miller - She reported that the membership drive is going well and will continue to work on it. She stated that they are getting ready to approach the cities with the presentation. She reported that the new office is ready to be painted after repairs were made.

Juanita Hodgson - She reported that first half taxes are complete and reminders have been mailed to 2800 property owners that haven't paid. She stated that the new postage machine has been delivered and will be installed tomorrow.

Nathan Coleman - He reported that his office is conducting business as usual.

Rodney Edmondson - He stated that the Summer Boost Camp consisting of kindergarten and first grade students will be here Wednesday to tour the Courthouse. He stated that he has received word that the ELVIS user fees will increase from \$1,500 to \$6,300 for next year. He also stated that the filing deadline for the August Primary is now passed and ballot preparation has begun.

Wayne Elliott - He reported the sale of \$147.50 in maps, the issuance of three new addresses, and that he made 10 new street signs last month.

A motion was made by Commissioner Myers to enter an Executive Session with the Board, Sheriff Groves, and Counselor Wright for a period of 10 minutes for the purpose of Attorney/Client Privilege. The motion was seconded by Commissioner Napier. The motion carried 3-0 at 10:41 AM.

The meeting reconvened at 10:51 AM.

No action was taken during the Executive Session.

A motion was made by Commissioner Myers to enter an Executive Session with the Board, Deana Randall, Shelli Daniel, and Counselor Wright for the purpose of Non-Elected Personnel for a period of 10 minutes. The motion was seconded by Commissioner Collins. The motion carried 3-0 at 10:51 AM.

The meeting reconvened at 11:01 AM.

No action was taken during the Executive Session.

A motion was made by Commissioner Myers to approve Resolution 12-2016 continuing the condemnation proceeding of the property of Mary Mae Sitton located at 8511 SE 81st Street, Baxter Springs, Kansas. The motion was seconded by Commissioner Napier. The motion carried 3-0.

Counselor Wright presented draft proposals and resolutions for policies concerning Procurement, Code of Ethics, and Civil Rights/Fair Housing for the Board to review. The Board will consider the items next week.

Counselor Wright presented the updated contract from SEK Works for the Board to consider. The Board will consider the contract next week.

Counselor Wright presented a proposed contract with Labette Community College for June, 2016 through May, 2017. The Board will consider the contract next week.

Clerk Edmondson presented the Urgent Needs Environmental Assessment and the Release of Funds document for signatures by the Board. The Board approved with signatures.

Clerk Edmondson presented the Class LTD Agreement for 2016 for review. The Board will consider the agreement next week.

Clerk Edmondson presented the Manatron invoice for the software to run the NRP Program for the City of Baxter Springs. The Board decided to wait on the purchase until there is more interest in the program.

Clerk Edmondson presented the eCivis invoice for payment. The Board approved the payment with Economic Development Funds since they are the only ones using the program.

A motion was made by Commissioner Collins to enter an Executive Session with the Board, Counselor Wright, and Clerk Edmondson for the purpose of Non-Elected Personnel for a period of 10 minutes. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 11:15 AM.

The meeting reconvened at 11:25 AM.

No action was taken during the Executive Session.

Clerk Edmondson will get with Gene Mense and set the dates necessary to facilitate the 2017 budget process.

Commissioner Collins asked everyone to think about the invasion of Normandy that took place 72 years ago, and the sacrifices that were made.

A motion was made by Commissioner Collins to enter an Executive Session with the Board and Counselor Wright for a period of 10 minutes for the purpose of Attorney/Client Privilege. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 11:28 AM.

The meeting reconvened at 11:38 AM.

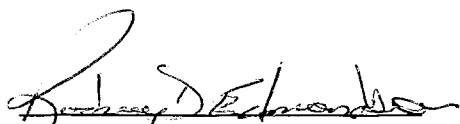
No action was taken during the Executive Session.

Counselor Wright presented a change agreement from Stronghold Data. The Board will consider it next week.

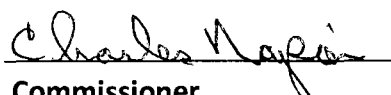
Kansas Senate District 13 candidate Lynn Grant introduced herself to the Board, stating that she was here to learn as much as possible from those in her district. The Board thanked her and invited her to attend at any time.

Commissioner Myers made a motion to adjourn until the next regular meeting set for Monday, June 13, 2016 at 9:00 AM. The motion was seconded by Commissioner Collins. The motion carried 3-0 at 11:44 AM.

ATTEST: Resolved and ordered this 13th day of June, 2016


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

RESOLUTION NO. 12-2016

A RESOLUTION TO CONTINUE THE MATTER OF PROGRESS AND REPAIRS OF THE STRUCTURE(S) SUBJECT TO THIS CONDEMNATION ACTION, AND FIXING A TIME AND PLACE FOR THE OWNERS, HIS OR HER AGENT, LIENHOLDERS OF RECORD, OCCUPANTS AND OTHER PARTIES IN INTEREST TO APPEAR BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS, AND REPORT THE IMPROVEMENTS TO THE STRUCTURE(S).

WHEREAS, the property owner, Mary Mae Sitton, appeared before the Board of County Commissioners on Monday, May 23, 2016. Ms. Sitton reported some progress and requested another continuance of the condemnation proceeding in order to proceed with her plan to make remedial repairs, remove debris, and make improvements to the structure(s).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS:

That a continuance is granted, and a follow-up hearing will be held on the 20th day of June, 2016, before the Board of County Commissioners of Cherokee County, Kansas, at 10:00 o'clock a.m., at Cherokee County Courthouse, 1st floor Commission Room, 110 West Maple, Columbus, Kansas 66725, at which the owner, his or her agent, any lienholders of record, any occupant and any other parties in interest, as that term is defined by law, of the structure(s) located at:

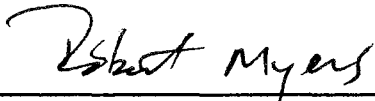
8511 SE 71st STREET, BAXTER SPRINGS, CHEROKEE COUNTY, KANSAS, CONSISTING OF LOT 10, BLOCK 10 IN THE ORIGINAL PLAT OF LOWELL,

may appear and report progress of remedial repairs, removal of debris, and improvements to the structure(s).

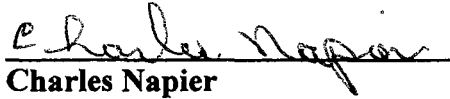
BE IT FURTHER RESOLVED, that the County Clerk shall cause this resolution to be published and shall give notice of the aforesaid hearing in the manner provided by law.

PASSED AND APPROVED this 6th day of June, 2016, by the Board of County Commissioners of Cherokee County, Kansas.

APPROVED:



**Robert E. Myers, Chair
Cherokee County Commissioner**



**Charles Napier
Cherokee County Commissioner**



**Patrick Collins
Cherokee County Commissioner**

ATTEST:



**Rodney Edmondson
Cherokee County Clerk**

**Executed: June, 10, 2016,
by the Board of County Commissioners**

K-STATE

Research and Extension

Office of the Director

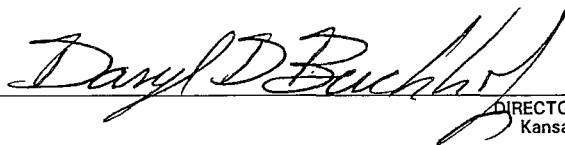
CERTIFICATE OF PROPER FUNCTIONING

To the Board of County Commissioners:

To the best of my knowledge and belief the Cherokee
County Extension Council is properly organized as provided in KSA 2-610 as amended. A list of the Council Members has been filed with the County Clerk. Officers of the Council's Executive Board have been duly elected and qualified.

All accounts and all expenditures of funds have been approved by me. A budget for the calendar year 2016 was properly prepared and adopted and the Council is functioning properly in every respect to carry out the purpose for which it is organized.

The above named County Extension Council is entitled to receive appropriations as provided by law.



DIRECTOR OF EXTENSION
Kansas State University

Date: May 1, 2016

KSU 1-1 (Feb. 2016)
File in County Clerk's Office along with:
KSU 8-1 Proposed County Budget
KSU 8-2 Certificate of Filing

BUDGET FOR THE Cherokee COUNTY EXTENSION COUNCIL

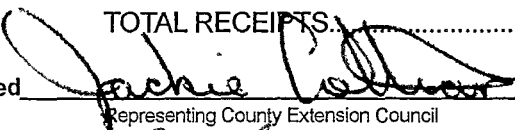
For the period from January 1, 2017 to December 31, 2017 This budget is prepared in accordance with K.S.A. 2-610 as amended.

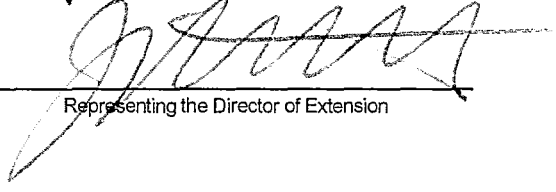
EXPENDITURES

Printing, Audit, Treasurer Bond, Liability Insurance.....	\$6,000
Telephone.....	\$3,000
Rent, Heat and Lights.....	\$11,500
Supplies, Stationery, and Postage.....	\$4,000
Equipment	\$13,000
Educational Program Support.....	\$8,000
Travel.....	\$5,000
Subsistence.....	\$2,500
Salaries and Wages.....	\$170,000
Employee Benefits.....	\$37,500
	\$0
	\$0
Sub-Total.....	\$260,500
Nonappropriated Funds (Reimbursable Transactions).....	\$30,000
Capital Outlay Reserve	\$30,000
TOTAL EXPENDITURES.....	\$320,500

Receipts

Unencumbered Cash balance.....	\$0
Kansas State University.....	\$47,103
County Appropriation.....	\$213,397
Interest	\$0
Other	\$0
Sub-Total.....	\$260,500
Nonappropriated Funds (Reimbursable Transactions).....	\$30,000
Capital Outlay Reserve	\$30,000
TOTAL RECEIPTS.....	\$320,500

Proposed  Date 5-3-16
 Representing County Extension Council

Proposed and Approved*  Date 5-3-16
 Representing the Director of Extension

Approved _____ Date _____
 Representing Board of County Commissioners

*The signature of the Director of Extension or the Director's representative constitutes approval of expenditures in accordance with K.S.A. 2-615 and K.S.A. 2-610 as amended. KSU 8-1 (2011)

BUDGET FOR THE Cherokee COUNTY EXTENSION COUNCIL

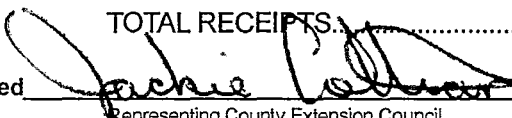
For the period from January 1, 2017 to December 31, 2017 This budget is prepared in accordance with K.S.A. 2-610 as amended.

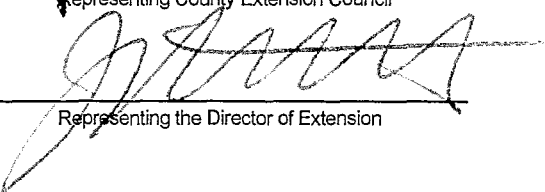
EXPENDITURES

Printing, Audit, Treasurer Bond, Liability Insurance.....	\$6,000
Telephone.....	\$3,000
Rent, Heat and Lights.....	\$11,500
Supplies, Stationery, and Postage.....	\$4,000
Equipment	\$13,000
Educational Program Support.....	\$8,000
Travel.....	\$5,000
Subsistence.....	\$2,500
Salaries and Wages.....	\$170,000
Employee Benefits.....	\$37,500
.....	\$0
.....	\$0
Sub-Total.....	\$260,500
Nonappropriated Funds (Reimbursable Transactions).....	\$30,000
Capital Outlay Reserve	\$30,000
TOTAL EXPENDITURES.....	\$320,500

Receipts

Unencumbered Cash balance.....	\$0
Kansas State University.....	\$47,103
County Appropriation.....	\$213,397
Interest	\$0
Other	\$0
Sub-Total.....	\$260,500
Nonappropriated Funds (Reimbursable Transactions).....	\$30,000
Capital Outlay Reserve	\$30,000
TOTAL RECEIPTS.....	\$320,500

Proposed  Date 5-3-16
 Representing County Extension Council

Proposed and Approved*  Date 5-3-16
 Representing the Director of Extension

Approved _____ Date _____
 Representing Board of County Commissioners

*The signature of the Director of Extension or the Director's representative constitutes approval of expenditures in accordance with K.S.A. 2-615 and K.S.A. 2-610 as amended. KSU 8-1 (2011)

BUDGET FOR THE Cherokee COUNTY EXTENSION COUNCIL

For the period from January 1, 2017 to December 31, 2017 This budget is prepared in accordance with K.S.A. 2-610 as amended.

EXPENDITURES

Printing, Audit, Treasurer Bond, Liability Insurance.....	\$6,000
Telephone.....	\$3,000
Rent, Heat and Lights.....	\$11,500
Supplies, Stationery, and Postage.....	\$4,000
Equipment	\$13,000
Educational Program Support.....	\$8,000
Travel.....	\$5,000
Subsistence.....	\$2,500
Salaries and Wages.....	\$170,000
Employee Benefits.....	\$37,500
.....	\$0
.....	\$0
Sub-Total.....	\$260,500
Nonappropriated Funds (Reimbursable Transactions).....	\$30,000
Capital Outlay Reserve	\$30,000
TOTAL EXPENDITURES.....	\$320,500

Receipts

Unencumbered Cash balance.....	\$0
Kansas State University.....	\$47,103
County Appropriation.....	\$213,397
Interest	\$0
Other	\$0
Sub-Total.....	\$260,500
Nonappropriated Funds (Reimbursable Transactions).....	\$30,000
Capital Outlay Reserve	\$30,000
TOTAL RECEIPTS.....	\$320,500

Proposed _____
 Representing County Extension Council

Date _____

Proposed and Approved* _____
 Representing the Director of Extension

Date _____

Approved _____
 Representing Board of County Commissioners

Date _____

*The signature of the Director of Extension or the Director's representative constitutes approval of expenditures in accordance with K.S.A. 2-615 and K.S.A. 2-610 as amended. KSU 8-1 (2011)

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING CIVIL RIGHTS / FAIR HOUSING POLICY FOR
CHEROKEE COUNTY, KANSAS**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
CHEROKEE COUNTY, KANSAS, THAT THE FOLLOWING RESOLUTION BE
ADOPTED:**

SECTION 1. GENERAL AUTHORITY. K.S.A. 19-101, *et. seq.*, and K.S.A. 19-212 authorize the Board of County Commissioners of Cherokee County, Kansas, to transact all County business and perform all powers of local legislation deemed appropriate, and to make all contracts and do all other acts in relation to the property and concerns of the County necessary to the exercise of its corporate or administrative powers.

SECTION 2. LEGISLATIVE ACTION. The following procedures shall be followed for handling a civil rights/fair housing complaint(s) within Cherokee County, Kansas:

A. The County Clerk shall receive all complaints within his/her office and the complaint shall then be formally introduced to the County Commission at the next regularly scheduled meeting.

B. We, the County Commission shall try to assist in resolving the conflict between the parties involved. If a resolution of the problem cannot be reached, then we will forward the complaint to the proper authorities.

C. Fair housing discrimination complaints will be submitted to HUD by phone, letter, and/or a HUD-903 form. All such complaints will be submitted to HUD at:

Department of Housing and Urban Development
Kansas County Regional Office, Region VII
Office of Fair Housing & Equal Opportunity
Gateway Tower II - 400 State Avenue
Kansas County, KS 66101

or by calling the Housing Discrimination Complaint HOTLINE 1-800-669-9777.

D. In the event of a civil rights complaint, we agree to also contact the following agencies:

Kansas Human Rights Commission
900 Jackson Street - 8th Floor
Topeka, KS 66612
(785) 296-3206

Kansas Department of Commerce
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354
(785) 296-3004

SECTION 3. PUBLICATION. The County Clerk shall cause this resolution to be published in the official County Newspaper.

SECTION 4. CONFLICT. All resolutions, County policies or parts thereof, in conflict herewith are hereby expressly repealed insofar and they conflict herewith.

SECTION 5. EFFECTIVE DATE. This resolution shall be effective upon passage.

PASSED AND APPROVED this _____ day of _____, 2016, by the Board of County Commissioners of Cherokee County, Kansas.

Robert Myers, Chairman
Cherokee County Commissioner

Charles Napier
Cherokee County Commissioner

Patrick Collins
Cherokee County Commissioner

ATTEST:

Rodney D. Edmondson, County Clerk

SEAL

CIVIL RIGHTS/FAIR HOUSING POLICY

We, the Cherokee County CommiCommissionssion adopt the following procedures for handling a civil rights/fair housing complaint(s) within our County.

- 1) The County Clerk shall receive all complaints within his/her office and the complaint shall then be formally introduced to the County Commission at the next regularly scheduled meeting.
- 2) We, the County Commission shall try to assist in resolving the conflict between the parties involved. If a resolution of the problem cannot be reached, then we will forward the complaint to the proper authorities.
- 3) Fair housing discrimination complaints will be submitted to HUD by phone, letter, and/or a HUD-903 form. All such complaints will be submitted to HUD at:

Department of Housing and Urban Development
Kansas County Regional Office, Region VII
Office of Fair Housing & Equal Opportunity
Gateway Tower II - 400 State Avenue
Kansas County, KS 66101

or by calling the Housing Discrimination Complaint HOTLINE 1-800-669-9777.

- 4) In the event of a civil rights complaint, we agree to also contact the following agencies:

Kansas Human Rights Commission
900 Jackson Street - 8th Floor
Topeka, KS 66612
(785) 296-3206

Kansas Department of Commerce
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354
(785) 296-3004

We do hereby adopt these procedures in resolving any civil rights/fair housing complaints.

Chairman

(SEAL)

County Clerk

RESOLUTION NO. _____

**A RESOLUTION DECLARING A CODE OF ETHICS FOR OFFICIALS AND
EMPLOYEES OF CHEROKEE COUNTY, KANSAS**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
CHEROKEE COUNTY, KANSAS, THAT THE FOLLOWING RESOLUTION BE
ADOPTED:**

SECTION 1. GENERAL AUTHORITY. K.S.A. 19-101, *et. seq.*, and K.S.A. 19-212 authorize the Board of County Commissioners of Cherokee County, Kansas, to transact all County business and perform all powers of local legislation deemed appropriate, and to make all contracts and do all other acts in relation to the property and concerns of the County necessary to the exercise of its corporate or administrative powers.

SECTION 2. LEGISLATIVE ACTION. Public officials and government employees shall perform duties dedicated to obtaining stated objectives and shall conduct themselves with integrity, according to the highest ethical standards, while employed by the government and serving the best interests of Cherokee County, Kansas, as outlined below:

A. Declaration of Policy

The proper operation of our government requires that public officials and employees be independent, impartial, and responsible to the people, that the government decisions and policy be made in the proper channels and that the public have confidence in the integrity of its government. In recognition of those goals, there is hereby established a code of ethics for all officials and employees, whether elected or appointed, paid or unpaid. The purpose of this code is to establish ethical standards by setting forth those acts or actions that are incompatible with the best interests of the County.

B. Responsibilities of Public Office

Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and to carry out impartially the laws of the nation, state, and County and thus to foster respect for all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the long-term public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.

C. Dedicated Service

All officials and employees of the County should be responsive to the political objectives expressed by the electorate and the programs developed to attain those objectives.

Appointive officials and employees should adhere to the rules of work and performance established as the standard for their positions by the appropriate authority.

Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

D. Fair and Equal Treatment

1. **Interest in Appointments.** Canvassing of members of the County commission, directly or indirectly, in order to obtain preferential consideration in connection with any appointment to the municipal service shall disqualify the candidate for appointment except with reference to positions filled by appointment by the County commission.
2. **Use of Public Property.** No official or employee shall request or permit the use of County-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such service are available to the public generally or are provided as County policy for the use of such official or employee in the conduct of official business.
3. **Obligations to Citizens.** No official or employee shall grant any special considerations, treatment, or advantage to any citizen beyond that which is available to every other citizen.

E. Conflict of Interest.

No elected or appointive County official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or hers duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business or political association.

Specific conflicts of interest are enumerated below for the guidance of officials and employees:

1. **Incompatible Employment.** No elected official or appointive County official or employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.

2. Disclosure of Confidential Information. No elected official or appointive County official or employee, shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the County. Nor shall he or she sue such information to advance the financial or other private interest of himself, herself, or others.
3. Gift and Favors. No elected or appointive County official or County employee shall accept any valuable gift, whether in the form of service, loan, thing, or promise, from any person, firm, or corporation which to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the County; nor shall any such official or employee (a) accept any gift, favor, or thing of value that may tend to influence him or her in the discharge of his or her or (b) grant in the discharge of his or her duties any improper favor, service, or thing of value. The prohibition against gifts or favor shall not apply to (a) an occasional nonpecuniary gift of only nominal value or (b) an award publicly present in recognition of public service or (c) any gift which would have been offered or given to him or her if not an official or employee.
4. Representing Private Interest Before County Agencies or Courts. No elected or appointive County official or employee whose salary is paid in whole or in part by the County shall appear in behalf of private interest before any agency of this County. He or she shall not represent private interests in any action or proceedings against the interest of the County in any litigation to which the County is a party.
5. No County officer or employee shall be signatory upon, discuss in an official capacity, vote on any issue concerning or otherwise participate in his or her capacity as a public official or employee in making of any contract with any person or business:
 - a. In which the officer or employee owns a legal or equitable interest exceeding \$5,000 or five percent, whichever is less, individually or collectively with his or her spouse; or
 - b. From which the officer or employee receives, in the current or immediately preceding or succeeding calendar year, any salary, gratuity, other compensation, or a contract for or promise or expectation of any such salary gratuity , or other compensation or remuneration having a dollar value of \$1,000 or more; or
 - c. In which he or she shall hold the position of officer or director, irrespective of the amount of compensation received from or ownership held in the business.

SECTION 3. PUBLICATION. The County Clerk shall cause this resolution to be

published in the official County Newspaper.

SECTION 4. CONFLICT. All resolutions, County policies or parts thereof, in conflict herewith are hereby expressly repealed insofar and they conflict herewith.

SECTION 5. EFFECTIVE DATE. This resolution shall be effective upon passage.

PASSED AND APPROVED this _____ day of _____, 2016, by the Board of County Commissioners of Cherokee County, Kansas.

Robert Myers, Chairman
Cherokee County Commissioner

Charles Napier
Cherokee County Commissioner

Patrick Collins
Cherokee County Commissioner

ATTEST:

Rodney D. Edmondson, County Clerk

SEAL

Code of Ethics

1. Declaration of Policy

The proper operation of our government requires that public officials and employees be independent, impartial, and responsible to the people, that the government decisions and policy be made in the proper channels and that the public have confidence in the integrity of its government. In recognition of those goals, there is hereby established a code of ethics for all officials and employees, whether elected or appointed, paid or unpaid. The purpose of this code is to establish ethical standards by setting forth those acts or actions that are incompatible with the best interests of the County.

2. Responsibilities of Public Office

Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and to carry out impartially the laws of the nation, state, and County and thus to foster respect for all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the long-term public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.

3. Dedicated Service

All officials and employees of the County should be responsive to the political objectives expressed by the electorate and the programs developed to attain those objectives. Appointive officials and employees should adhere to the rules of work and performance established as the standard for their positions by the appropriate authority.

Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

4. Fair and Equal Treatment

1. **Interest in Appointments.** Canvassing of members of the County commission, directly or indirectly, in order to obtain preferential consideration in connection with any appointment to the municipal service shall disqualify the candidate for appointment except with reference to positions filled by appointment by the County commission.
2. **Use of Public Property.** No official or employee shall request or permit the use of County-owned vehicles, equipment, materials, or property for personal

convenience or profit, except when such service are available to the public generally or are provided as County policy for the use of such official or employee in the conduct of official business.

1. **Obligations to Citizens.** No official or employee shall grant any special considerations, treatment, or advantage to any citizen beyond that which is available to every other citizen.

5. **Conflict of Interest.**

No elected or appointive County official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or hers duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business or political association.

Specific conflicts of interest are enumerated below for the guidance of officials and employees:

1. **Incompatible Employment.** No elected official or appointive County official or employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.
2. **Disclosure of Confidential Information.** No elected official or appointive County official or employee, shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the County. Nor shall he or she sue such information to advance the financial or other private interest of himself, herself, or others.
3. **Gift and Favors.** No elected or appointive County official or County employee shall accept any valuable gift, whether in the form of service, loan, thing, or promise, from any person, firm, or corporation which to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the County; nor shall any such official or employee (a) accept any gift, favor, or thing of value that may tend to influence him or her in the discharge of his or her or (b) grant in the discharge of his or her duties any improper favor, service, or thing of value. The prohibition against gifts or favor shall not apply to (a) an occasional nonpecuniary gift of only nominal value or (b) an award publicly present in recognition of public service or (c) any gift which would have been offered or given to him or her if not an official or employee.

4. Representing Private Interest Before County Agencies or Courts. No elected or appointive County official or employee whose salary is paid in whole or in part by the County shall appear in behalf of private interest before any agency of this County. He or she shall not represent private interests in any action or proceedings against the interest of the County in any litigation to which the County is a party.

5. No County officer or employee shall be signatory upon, discuss in an official capacity, vote on any issue concerning or otherwise participate in his or her capacity as a public official or employee in making of any contract with any person or business:
 1. In which the officer or employee owns a legal or equitable interest exceeding \$5,000 or five percent, whichever is less, individually or collectively with his or her spouse; or
 2. From which the officer or employee receives, in the current or immediately preceding or succeeding calendar year, any salary, gratuity, other compensation, or a contract for or promise or expectation of any such salary gratuity , or other compensation or remuneration having a dollar value of \$1,000 or more; or
 3. In which he or she shall hold the position of officer or director, irrespective of the amount of compensation received from or ownership held in the business.

ADOPTED BY THE GOVERNING BODY OF THE COUNTY OF CHEROKEE, THIS
_____ DAY OF _____, 2016.

Chairman

ATTEST:

County Clerk

SEAL

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING PROCUREMENT POLICY FOR
CHEROKEE COUNTY, KANSAS**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
CHEROKEE COUNTY, KANSAS, THAT THE FOLLOWING RESOLUTION BE
ADOPTED:**

SECTION 1. GENERAL AUTHORITY. K.S.A. 19-101, *et. seq.*, and K.S.A. 19-212 authorize the Board of County Commissioners of Cherokee County, Kansas, to transact all County business and perform all powers of local legislation deemed appropriate, and to make all contracts and do all other acts in relation to the property and concerns of the County necessary to the exercise of its corporate or administrative powers.

SECTION 2. LEGISLATIVE ACTION. Bids or proposals for services, supplies or property shall comply with the following procedures:

A. Small purchase procedures utilize a simple and informal method that is sound and appropriate for the procurement of services, supplies, or other property, costing in the aggregate not more than \$25,000. Cherokee County will utilize the services of county employees or currently contracted/utilized service providers whenever possible. Any procurement of services requires County Commission approval. Any supplies needed above \$300 require County Commission approval. The County Commission gives preference to local businesses on all purchases of goods and services when available. Written and faxed quotes are solicited and accepted by the County Commission. The County will decide on a case-by-case basis whether execution of a formal contract is necessary.

B. Competitive sealed bids are initiated at the discretion of the Cherokee County Commission. All bids must meet or exceed specifications of the County Commission. The invitation for bids, including specifications and pertinent attachments clearly define the items or services needed in order for the bidders to properly respond to the invitation. Bids are opened publicly at the time and place stated in the invitation for bid. The contract is awarded to the responsible bidder whose bid, conforming to all of the material terms and conditions of the invitation to bid, is lowest in price. The County Commission will decide on a case-by-case basis whether execution of a formal contract is necessary.

C. Competitive negotiation, proposals requested from a number of sources and a Request for Proposals (RFP) or a Request for Qualifications (RFQ) is not utilized by the Cherokee County Commission.

D. Noncompetitive negotiation is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined to be inadequate. Noncompetitive negotiation will be utilized when limited to the following:

1. The item is available from only one source;
2. After solicitation of a number of sources, competition is determined to be inadequate;
3. A public emergency will not permit or may cause a delay with competitive bids.

SECTION 3. PROCUREMENT RECORDS. The Cherokee County Commission shall maintain records sufficient to detail the significant listing of procurement, including the rationale for the method of procurement, contract type, respondent selection or rejections, and the basis for the contract amount or price.

SECTION 4. PUBLICATION. The County Clerk shall cause this resolution to be published in the official County Newspaper.

SECTION 5. CONFLICT. All resolutions, County policies or parts thereof, in conflict herewith are hereby expressly repealed insofar and they conflict herewith.

SECTION 6. EFFECTIVE DATE. This resolution shall be effective upon passage.

PASSED AND APPROVED this _____ day of _____, 2016, by the Board of County Commissioners of Cherokee County, Kansas.

Robert Myers, Chairman
Cherokee County Commissioner

Charles Napier
Cherokee County Commissioner

Patrick Collins
Cherokee County Commissioner

ATTEST:

Rodney D. Edmondson, County Clerk

SEAL

**PROCUREMENT POLICY
CHEROKEE COUNTY**

A. Small purchase procedures utilize a simple and informal method that is sound and appropriate for the procurement of services, supplies, or other property, costing in the aggregate not more than \$25,000. Cherokee County will utilize the services of county employees or currently contracted/utilized service providers whenever possible. Any procurement of services requires County Commission approval. Any supplies needed above \$300 require County Commission approval. The County Commission gives preference to local businesses on all purchases of goods and services when available. Written and faxed quotes are solicited and accepted by the County Commission. The County will decide on a case-by-case basis whether execution of a formal contract is necessary.

B. Competitive sealed bids are initiated at the discretion of the Cherokee County Commission. All bids must meet or exceed specifications of the County Commission. The invitation for bids, including specifications and pertinent attachments clearly define the items or services needed in order for the bidders to properly respond to the invitation. Bids are opened publicly at the time and place stated in the invitation for bid. The contract is awarded to the responsible bidder whose bid, conforming to all of the material terms and conditions of the invitation to bid, is lowest in price. The County Commission will decide on a case-by-case basis whether execution of a formal contract is necessary.

C. Competitive negotiation, proposals requested from a number of sources and a Request for Proposals (RFP) or a Request for Qualifications (RFQ) is not utilized by the Cherokee County Commission.

D. Noncompetitive negotiation is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined to be inadequate. Noncompetitive negotiation will be utilized when limited to the following:

1. The item is available from only one source;
2. After solicitation of a number of sources, competition is determined to be inadequate;
3. A public emergency will not permit or may cause a delay with competitive bids.

Procurement Records

The Cherokee County Commission shall maintain records sufficient to detail the significant listing of procurement, including the rationale for the method of procurement, contract type, respondent selection or rejections, and the basis for the contract amount or price.

EFFECTIVE DATE

This resolution shall be effective upon passage. Passed this ___ day of _____, 2016.

Robert Myers, Chairman

ATTEST:

Rodney D. Edmondson, County Clerk

SEAL

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") entered into this 28th day of May 2015, by and between the City of Baxter Springs, a duly organized municipal corporation hereinafter referred to as "City" and Cherokee County Commissioners, hereinafter called "Party of the Second Part".

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

WHEREAS, all Parties are pursuant to K.S.A. 12-2903, public agencies, capable of entering into interlocal agreements; and

WHEREAS, K.S.A. 1994 Supplement 12-17, 114 provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive by acting jointly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. The parties agree to consider and adopt a neighborhood revitalization plan in substantially the same form and content as Exhibit A, attached hereto and incorporated by reference as it fully set forth herein. Failure by any of the parties as listed on Exhibit B attached hereto and incorporated by reference as if fully set forth herein to adopt such a plan shall not constitute a breach or default of this agreement, but shall be cause for any party who has previously signed this agreement to rescind. The parties further agree the neighborhood revitalization plan as adopted will not be amended by any of the parties except as may be necessary to comply with applicable State law or regulation. Both parties agree that in order for a participant to be eligible to receive the tax rebate as allowed in Exhibit A, a participant must be current on all real estate and personal property owed for all property in Cherokee County, not just property located in the City of Baxter Springs. Failure to do so by a participant makes the participant ineligible for the rebate for the remainder of the program. Failure to pay the real estate taxes by the date they become due for a property in the program will remove said property from the program with said property not eligible to be put back in the program if the taxes are subsequently paid after the due date.

2. The parties further agree that the City shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. The parties acknowledge and agree that 100 % of the 5% administration fee shall be used and retained by the City of Baxter Springs for neighborhood and downtown revitalization projects, all as described in the neighborhood revitalization plan.

3. This agreement shall expire five years after Attorney General's approval. The parties agree to undertake review of the neighborhood revitalization plan commencing on December 1, 2019 to determine continuation of a neighborhood revitalization plan and participate in a new interlocal agreement.

4. This agreement shall be executed in several counterparts, all of which together shall constitute one original agreement.

5. The parties agree that termination of this agreement by any party prior to its expiration date would adversely impact the plan and, consequently, this agreement makes no provision for termination prior to the expiration date.

IN WITNESS WHEREOF, the parties have hereto executed this contract as of the day and the year first above written.

CITY OF BAXTER SPRINGS, KANSAS

By *Harold K. Chase*
Mayor

ATTEST:

Debra Weston
City Clerk

Cherokee County Commissioners

By _____

ATTEST:

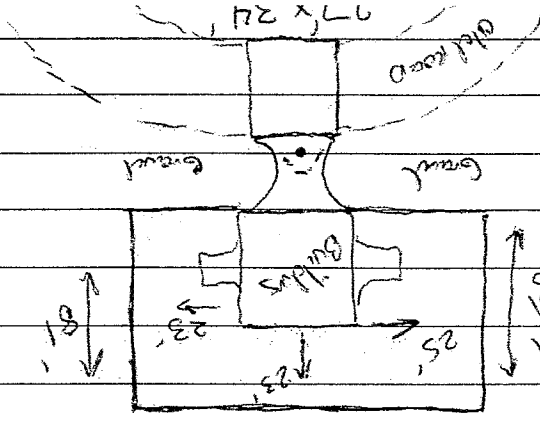
Clerk

Approved by
Kansas Attorney Generals Office, Topeka, Kansas

By: _____

Date: _____

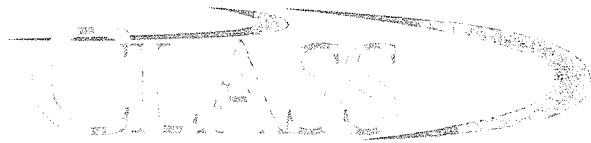
QTY ORDERED	QTY SHIPPED	DESCRIPTION	AMOUNT
		<p>You have 5,588 sq ft of concrete 4 1/2 to 5 with 2x2 1/2 rebar with a 3500 # PSI concrete, finish, grade with #3-3 and form, it will have a thick edge and brown finish clean and cut control joints with 10x10s.</p>	
		<p>This is a turnkey bid → with a curb around the sides on east, west, north sides</p>	<p># 27,940.00</p>
		<p>Notes there is 75 to 78 yard with curb 89 total yards</p>	<p># 29,057.00</p>



SALESPERSON	Dustin 620-762-8828	TERMS	SHIPPED VIA
CITY OF COLUMBUS	Dustin Clark 200 N Kansas Columbus KS 66725	SHIP TO:	FO.B 620-762-2273 TK

Invoice NO. Bid Sheef
INVOICE DATE 6-6-16
CUSTOMER ORDER NUMBER

Invoice



ASSISTING INDIVIDUALS WITH DISABILITIES ALONG LIFE'S JOURNEY

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

May 19, 2016

Rodney Edmondson
Cherokee County Clerk
Cherokee County Court House
PO BOX 14
Columbus, Kansas 66725

Dear Mr. Edmondson:

Enclosed are two 2016 agreements for the commissioners to sign for CLASS LTD to provide services for individuals with mental retardation in Cherokee County with county mill levy funds. Scott Thompson, President/CEO, has signed both for your records. Please have the commissioners sign both agreements and return one to me in the enclosed envelope. CLASS uses this agreement with grant applications.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Melody White". The signature is written in black ink and is positioned above the printed name and title.

Melody White
Executive Assistant

Enclosures



ASSISTING INDIVIDUALS WITH DISABILITIES ALONG LIFE'S JOURNEY

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

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this ___ day of _____, 2016 by and between the Board of County Commissioners of CHEROKEE COUNTY, KANSAS, hereinafter called Commissioners and CLASS LTD, hereinafter called "Service Provider."

WHEREAS, the Commissioners are desirous of providing services for the residents with mental retardation of the County and of levying a tax for providing such services, but have determined that it is more practicable to contract with a non-profit corporation for such services for the residents with mental retardation of said county as provided by K.S.A. 19-4007(a), and

WHEREAS, Service Provider is a non-profit corporation, licensed by the State Department of Social and Rehabilitation Services in accordance with K.S.A. 75-3307(b) and is capable of providing services for individuals with mental retardation.

NOW THEREFORE, the Commissioners contract for services as enumerated in 3. Below, for the residents with mental retardation of said county with Service Provider and Service Provider agrees to supply said services upon the following terms and conditions:

1. Term. The term of this agreement shall be for one (1) year commencing January 1, 2016 and ending December 31, 2016.

2. Consideration. The Commissioners agree to levy taxes upon all the taxable tangible property in the County as provided by K.S.A. 19-4004 for the purpose of providing revenue to pay for services for the residents with mental retardation of said county. Upon receipt of such tax money, the Commissioners shall pay the amount budgeted or actually received (whichever is less) to the Board of Directors of the Service Provider and the Board of Directors of the Service Provider is authorized to receive and expend such moneys to provide services for residents with mental retardation of said county. Payment of tax money collected are to be made quarterly. The amount to be budgeted for 2016 is \$111,437.

3. Services. The services to be provided are Children Services, Day Activity, Employment Services, Community Living, Respite Care, Transportation, Case Management and Administrative and Support Services.

4. Reports. Service Provider shall annually provide the Commissioners with a Certified Public Audit report showing the amount of fees collected, the amount of money received under said contract, and any other income, and showing further the disbursements, including salaries by Service Provider.

CLASS LTD
Service Provider

By: Scott Thompson
Scott Thompson
President/CEO

COMMISSIONERS:
Board of County Commissioners
Cherokee County

Three horizontal lines for signature of Commissioners



ASSISTING INDIVIDUALS WITH DISABILITIES ALONG LIFE'S JOURNEY

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

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this ___ day of _____, 2016 by and between the Board of County Commissioners of CHEROKEE COUNTY, KANSAS, hereinafter called Commissioners and CLASS LTD, hereinafter called "Service Provider."

WHEREAS, the Commissioners are desirous of providing services for the residents with mental retardation of the County and of levying a tax for providing such services, but have determined that it is more practicable to contract with a non-profit corporation for such services for the residents with mental retardation of said county as provided by K.S.A. 19-4007(a), and

WHEREAS, Service Provider is a non-profit corporation, licensed by the State Department of Social and Rehabilitation Services in accordance with K.S.A. 75-3307(b) and is capable of providing services for individuals with mental retardation.

NOW THEREFORE, the Commissioners contract for services as enumerated in 3. Below, for the residents with mental retardation of said county with Service Provider and Service Provider agrees to supply said services upon the following terms and conditions:

1. Term. The term of this agreement shall be for one (1) year commencing January 1, 2016 and ending December 31, 2016.

2. Consideration. The Commissioners agree to levy taxes upon all the taxable tangible property in the County as provided by K.S.A. 19-4004 for the purpose of providing revenue to pay for services for the residents with mental retardation of said county. Upon receipt of such tax money, the Commissioners shall pay the amount budgeted or actually received (whichever is less) to the Board of Directors of the Service Provider and the Board of Directors of the Service Provider is authorized to receive and expend such moneys to provide services for residents with mental retardation of said county. Payment of tax money collected are to be made quarterly. The amount to be budgeted for 2016 is \$ 111,457.

3. Services. The services to be provided are Children Services, Day Activity, Employment Services, Community Living, Respite Care, Transportation, Case Management and Administrative and Support Services.

4. Reports. Service Provider shall annually provide the Commissioners with a Certified Public Audit report showing the amount of fees collected, the amount of money received under said contract, and any other income, and showing further the disbursements, including salaries by Service Provider.

CLASS LTD
Service Provider

By: Scott Thompson
President/CEO

COMMISSIONERS:
Board of County Commissioners
Cherokee County



Labette
Community College

Where It's All About You!

200 South Fourteenth Street, Parsons, KS 67357 • Telephone (620) 421-6700 • www.labette.edu

June 1, 2016

Mr. Rodney Edmondson
Cherokee County
P.O. Box 14
Columbus KS 66725

Dear Mr. Edmondson:

Enclosed please find the Agreement for Purchase of Services (C.T.E. contract) covering the period from June 2016 through May 2017.

Please have the Agreement signed by the appropriate individual and return it in the enclosed envelope. When we receive it, it will be signed by our president and a copy returned to you for your records.

If you have questions, please contact me.

Sincerely,

Carol Rabig, Instructional Assistant
Workforce Education/Career Training/Personal Enrichment
620.820.1273
carolr@labette.edu



Member of the American Association of Community Colleges, a national organization representing 1,200 colleges serving over 11 million students nationwide.

AGREEMENT FOR PURCHASE OF SERVICES

This AGREEMENT, made and entered into the 3rd day of June 2016, by and between LABETTE COMMUNITY COLLEGE, hereinafter called "College," and, Cherokee County, hereinafter called "Provider."

WHEREAS, the Kansas Community College Task Force has charged the Kansas Community College system with the following mission, among others:

- * To provide customized educational training programs to assist qualified employers to train their employees in job related skills;
- * To provide courses, associate degree programs, certificates, and other vocational/technical training to prepare students to update their job skills, to advance in their jobs, to retrain in new job fields or recreation/personal growth opportunities to allow employees to remain productive in a competitive environment.

WHEREAS, The Kansas Board of Regents has set policy on the provision of education and training to providers.

WHEREAS, the College desires to utilize the services of the Provider in providing both specialized and general education to students of the college.

WHEREAS, the Provider desires to provide the services to the College and to provide the College the benefit of its unique skills, knowledge, facilities, and equipment toward carrying out the educational mission of the College and thereby improving the educational opportunities of its employees.

NOW, THEREFORE, the College and the Provider agree as follows:

- I. Services to be provided. Services provided to the College by the Provider shall include but not be limited to the following:
 - a. Classroom facilities. Cherokee County will serve as a training site for educational programs or classes conducted by the College. The Provider will maintain complete authority and control over classroom facilities at Cherokee County facility. The furnishing of the aforesaid facilities shall be subject to the scheduling and control of the Provider in keeping with the rules and regulations of the College. Employees shall be subject to the scheduling and control of the Provider in keeping with the rules and regulations of the College.
 - b. Equipment usage. The Provider will make available to the College access to and use of equipment necessary to conduct specialized training in the operation, use or maintenance of such equipment.
 - c. Faculty. The Provider will offer, when appropriate, qualified faculty members who will be under a College instructional contract for the programs. The faculty will be responsible to the college for the instruction, control and supervision of the students consistent with the rules and regulations of the College.
 - d. Consulting. The Provider will provide consulting services to the college based upon unique skills of its officers, employees or agents. Such consultation may relate to course curriculum, personal educational needs of employees or other areas as deemed appropriate by the College.

- e. Supplies. The Provider will make available to the College supplies or course material deemed appropriate by the College and the Provider.
 - f. General. The Provider will offer such other services as may be agreed upon from time to time.
- II. Scholarships. The College agrees to provide scholarships, including normal fees, to employees of the Provider based on a request for the training and verification of employment by the employer; verification must be received during each semester in which the employee is attending the College. The employee will pay material, lab and other equipment usage fees incurred through enrollment in training.
- III. Students. It is understood that the Provider may from time to time enroll individuals designated by the Provider in classes offered by the College.
- IV. Offering of Courses. The determination of courses to be offered and the determination of the number of students required to offer a course shall remain at the sole discretion of the College in consultation with the Provider. The Provider reserves the right to restrict the types of courses covered by this agreement. If the Provider restricts the courses, an attachment will be added to this document.
- V. Termination or Modification of Agreement. This agreement is for a period of one (1) year and is renewable. The agreement may be terminated by either party at the conclusion of any semester by providing the other party with written notice sixty (60) days prior to the beginning of the next semester.

LABETTE COMMUNITY COLLEGE

CHEROKEE COUNTY

BY _____

BY _____

Dr. George C. Knox, President



May 16, 2016

Local Area V County Commissions

SUBJECT: Signature of Southeast KANSASWORKS, Inc. Local Area V Chief Elected Agreement

Dear County Commissions:

On behalf of the Chief Elected Official Board, we are requesting that each of the 17-county commissions review and sign the attached Chief Elected Official Agreement based on the Workforce Innovation and Opportunity Act (WIOA) as soon as possible. I have attached the current Chief Elected Official Board agreement under the Workforce Investment Act (WIA) that was previously signed by all 17-county commissions.

This request is based on the changes to the public workforce system due to the Workforce Innovation and Opportunity Act, which was signed into law on July 22, 2014, and Department of Commerce's WIOA Policy 5-01-01, Role of Chief Elected Officials. The law supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

Under WIOA, we are required to submit a new LAV Local Area Workforce Development Plan to the Department of Commerce for approval by the Governor. Part of the local plan approval process includes having a signed CEOB agreement. In early April, we provided notification of the 30-day comment period along with a copy of the LAV Local Plan to the 17-County Commissions/Commissioners. In mid April, the Local Area V Chief Elected Official Board made notification of two public meetings that would be held on April 29, 2016, to discuss the Role of Chief Elected Officials, the opportunity for participation on the Chief Elected Officials Board, and the draft of the Chief Elected Officials Agreement to the 17-County Commissions/Commissioners.

Chief Elected Official Board History:

Recently, the Workforce Investment Act (WIA) of 1998 was replaced by the Workforce and Innovation Act (WIOA). Due to the change, we are required to update the Southeast KANSASWORKS, Inc., Local Area V Chief Elected Officials Board (CEOB) Agreement as part of the local plan process.

The CEOB represents the 17-county region in Southeast Kansas that makes up the Local Workforce Development Area V and includes the following counties:

Allen, Anderson, Bourbon, Chautauqua, Cherokee, Coffey, Crawford, Elk, Greenwood, Labette, Linn, Lyon, Miami, Montgomery, Neosho, Wilson and Woodson.

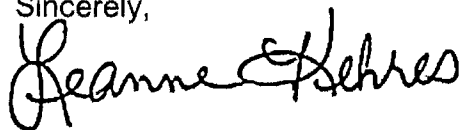
Under WIA, the 17-counties in Local Area V were subdivided into five (5) regions and comprised of one (1) elected representative from each of the Regions. Under the new CEOB WIOA agreement the regions will remain the same. The regions are listed below and include the name and contact information for the current commissioners serving on the CEOB:

- **Region I - Chautauqua, Elk and Montgomery**
 - CEO – K.R. Liebau, Elk County
 - Phone: (620) 550-1381
- **Region II - Cherokee, Labette, and Neosho**
 - CEO – Lonie Addis, Labette County
 - Email: lcaddis@embarqmail.com
 - Phone: 620-795-2138
- **Region III - Miami, Linn, Bourbon, and Crawford**
 - **CEO (Chair)** – Rob Roberts
 - Email: robroberts@classic.net
 - Phone: 913-256-8006
- **Region IV Anderson, Allen, Wilson, and Woodson**
 - CEO – Gene Highberger, Anderson County
 - Phone: 785-448-4421
- **Region V - Coffey, Greenwood and Lyon**
 - CEO – Bob Saueressig, Coffey County
 - Email: ccc5@embarqmail.com
 - Phone: 620-203-1182

If you have questions, feel free to contact your Region Representative, CEOB Chair or myself at 620-366-0046 or leanne@sekworks.org.

Thank you for your consideration in this matter.

Sincerely,



Leanne Kehres
Executive Director

cc: CEOB Board

**Kansas Department of Commerce
Workforce Development
Policy and Procedures Manual**

Policy Number: 5-01-01

Originating Office: Workforce Development

Subject: Role of Chief Elected Officials

Issued: - August 3, 2015

Revised: - N/A

Program: -Workforce Innovation and Opportunity Act (WIOA)

Purpose: To transmit state policy and guidance on the role of Chief Elected Officials (CEO) in local workforce development area governance.

Reference: None.

Background: This policy describes local area activities that must take place to develop initial CEO Agreements, as well as the process to modify existing CEO Agreements.

Action: Make this policy available to all interested parties.

Contact: Questions should be directed to WIOA Administrator, (785) 296-0607, TTY: 711, email workforcesvcs@kansasworks.com.

Attachment: None.

Role of Chief Elected Officials

Table of Contents

Overview.....	1
Definitions.....	1
Opportunity for Participation.....	1
Responsibilities of the CEOs	2
Requirements for CEO Agreements	3
Procedures to Develop Initial CEO Agreements	4
Procedures to Modify CEO Agreements	5

Role of Chief Elected Officials

Overview

The purpose of this policy is to provide Local Workforce Development Areas (local areas) with guidance in the establishment of Chief Elected Official (CEO) Agreements that reflect changes brought about by the Workforce Innovation and Opportunity Act (WIOA). The following requirements for a CEO Agreement are found in WIOA Title I, Subtitle A, Section 107 (c)(1)(B)(i):

In a case in which a local area includes more than one unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials:

- *in the appointment of the members of the local board from the individuals nominated or recommended to be such members in accordance with the criteria established under [WIOA Section 107] subsection (b); and*
- *in carrying out any other responsibilities assigned to such officials under this subtitle.*

Definitions

Section 3, of WIOA provides the following definitions:

Unit of general local government - Any general purpose political subdivision of a state that has the power to levy taxes and spend funds, as well as general corporate and police powers. (Reference WIOA Section 3(62))

Chief Elected Official – This term has the following definition:

- (A) the chief elected executive officer of a unit of general local government in a local area; and
- (B) in a case in which a local area includes more than one unit of general local government, the individuals designated under the agreement described in Section 107(c)(1)(B) of WIOA. (Reference WIOA Section 3(9))

Opportunity for Participation

Given the large number of units of general local government and CEOs within an area, WIOA allows an individual CEO, or group of CEOs, within the area to act on behalf of all the CEOs. Such individuals and their respective duties, however, must be identified in a CEO Agreement.

As defined in Kansas a “unit of general local government” would include counties and cities. By state statute, each county in Kansas has a Board of County Commissioners, which consists of three, five or seven qualified electors (K.S.A. 19-202(a)). For the purposes of carrying out responsibilities under WIOA, the **Board** of County Commissioners meets the definition of the CEO of that county as opposed to **individual** Commissioners.

To ensure a reasonable number of CEOs are involved in the agreement process and permit a manageable number of CEOs to be involved in local areas with multiple counties, it is recommended each Board of County Commissioners choose an individual spokesperson from among their members to act on their behalf.

The designation of the CEO of a city would depend on the form of government for that city. If the particular form of city government has a multi-member body as its CEOs (i.e., a council or a commission instead of a mayor), it is recommended such city government choose a spokesperson from among the elected officials to act on its behalf.

To ensure units of general local government and the respective CEOs are afforded the opportunity to be involved in the local workforce development system, every effort should be made to notify the CEOs regarding their WIOA responsibilities and the new workforce development initiative. This may be accomplished by direct letter, meetings, newspaper announcements, or other means of notifying CEOs of the need for their involvement. While the participation of CEOs is voluntary, it is essential that those who are interested be allowed to participate.

Once the CEOs have expressed an interest in participating and have had the opportunity to meet and discuss their responsibilities, it is possible they may designate another individual CEO, or a group of CEOs, within the local area to act on their behalf. This must be agreed to and specified in the CEO Agreement to include the name of the individual(s) selected.

The local areas must document their efforts to contact eligible units of government and their respective CEOs and to identify those who wish to participate. It is suggested that the local area administrative entity, in partnership with the WIA CEOB establish contact and assist in the development of an initial WIOA CEO Agreement among those who wish to participate. The agreement is to specify the respective roles of the individual CEOs. In establishing these roles it is necessary to inform the CEOs of their respective responsibilities, including liability for any misuse of grant funds whether or not the units of general local government elect to participate.

Responsibilities of the CEOs

The responsibilities of the CEOs under WIOA include, but are not limited to, the following:

1. Appoint members to the Local Board;
2. Serve as grant recipient and assume fiscal liability for grant funds for WIOA Title I adult, dislocated worker and youth activities; as well as other such federal or state workforce funds as may be awarded,
3. Approve budgets for carrying out the responsibilities of the Local Board;
4. Provide comprehensive oversight of the activities of the Local Board;
5. Ensure that local area partnerships are functioning effectively;

In partnership with the Local Board --

6. Participate in the development of the Local Area Plan;
7. Conduct oversight of One-Stop delivery system, youth activities, and employment and training activities;
8. Select One-Stop operators and eligible service providers and oversee compliance and continuance improvement (may subsequently terminate these for cause);
9. Agree on Memorandums of Understanding between the Local Board and the One-Stop operator(s);
10. Negotiate and reach agreement on performance standards and any additional local performance measures;

In partnership with the Governor --

11. Agree on whether the Local Board may provide core services, intensive service, or both;
12. Agree on whether the Local Board may serve as a One-Stop operator; and
13. Negotiate waiver requests as needed.

Requirements for CEO Agreements

When the CEOs execute an agreement pursuant to WIOA Section 107(c)(1)(B), a fully executed copy must be forwarded to the Department of Commerce for inclusion in the Local Area Plan. This agreement should describe how the CEOs of units of local government in an area will carry out their respective roles. If, after a reasonable effort, the CEOs are unable to reach agreement that specifies the respective roles of the individual chief elected officials, the Governor may appoint the members of the Local Board from the individuals so nominated.

At a minimum the CEO Agreement must include the following:

- a. CEO Selection Process
 - i. Representation, e.g., one or more elected executives to represent multiple units of general local government of a defined county or sub region of a local area.
 - ii. Terms
 - iii. Vacancies
- b. Specification of roles:
 - i. Appointment process for the Local Board
 1. Nomination process
 2. Responsibility or authority of specific CEOs to appoint specific Board seats
 3. Term limits
 - a. Staggered terms
 4. Reappointment
 - a. Require re-nomination?
 5. Removal/replacement of Local Board members
 - i. For cause
 - ii. For convenience
 - iii. Resignation
 - ii. Fiscal responsibility, including
 1. Identification a fiscal agent or sub recipients
 2. Process for repayment of disallowed costs
 - a. How liability is assigned and how funds will be collected and repaid

- i. may be any number of agreed upon methodologies
- iii. How federally required roles will be accomplished
 - 1. Oversight
 - 2. Consultation
 - 3. Local approvals
- iv. Term/time limit of the CEO Agreement
 - 1. Not more than five years
 - a. Must be a specific date
- v. Modification/amendments to the CEO Agreement
 - 1. Including ratification by member units of general local government.
- vi. Severability
- vii. Signature of each participating CEO

Additional topics addressed in the CEO agreement may include, but are not limited to:

- 1. Identification of support staffing including their roles and responsibilities
- 2. Identification of Local Board Roles/responsibilities
- 3. Competitive process for designation/certification of One-Stop Operator and/or providers of service(s).
- 4. Meetings
 - 1. Schedule
 - 2. Quorum
 - 3. Notice
 - 4. Records

Procedures to Develop Initial CEO Agreements

All CEOs of units of general local government must be given the opportunity to participate in the CEO Agreement. At a minimum, each CEO must receive a letter notifying them of the role of the CEOs in WIOA, including their liability for grant funds allocated to their respective local areas under the Act, and be offered the opportunity to participate. Evidence of such notification must be retained. In addition, a public meeting should be held with notice of the meeting published in local area newspapers and the Kansas Register. All meetings to develop this CEO Agreement and all subsequent meetings of the CEOs are subject to the Kansas Open Public Meetings Law.

The Chief Elected Officials Board (created under WIA), with assistance from the local area administrative staff, is responsible for developing the initial WIOA CEO Agreement. The CEO Agreement is to be completed (on or before July 1, 2016) and submitted to the address below:

Kansas Department of Commerce
1000 S.W. Jackson Street, Suite 100
Topeka, Kansas 66612-1354

The time period of the initial CEO Agreement is not to exceed June 30, 2020; however, agreements of shorter duration may be negotiated.

If after a reasonable effort, the CEOs are unable to reach agreement that specifies the respective roles of the individual chief elected officials, the Department of Commerce may appoint members from individuals so nominated.

Procedures to Modify CEO Agreements

When modifying a CEO Agreement such agreement must describe any changes made to the minimum requirements of a CEO Agreement and the specific time period for the modified CEO Agreement. Changes to the CEO Agreement require a Category 2 Local Area Plan Modification described in Policy No. 3-10-00.

Category 2 Local Area Plan modifications must be submitted to the Kansas Department of Commerce at least 30 business days before the effective date of the modification to the following address:

Kansas Department of Commerce
1000 S.W. Jackson Street, Suite 100
Topeka, Kansas 66612-1354



LOCAL WORKFORCE DEVELOPMENT AREA V

CHIEF ELECTED OFFICIAL BOARD AGREEMENT

This Chief Elected Officials' Agreement ("Agreement") is entered into by and among the Kansas Counties of Allen, Anderson, Bourbon, Chautauqua, Cherokee, Coffey, Crawford, Elk, Greenwood, Labette, Linn, Lyon, Miami, Montgomery, Neosho, Wilson and Woodson, each of which is designated as a "Local Government", to define the rights and duties of the Local Governments in their cooperative oversight of workforce development programs authorized by the federal Workforce Innovation & Opportunity Act of 2014 ("WIOA"), Public Law 113-128. This Agreement is intended to comply with WIOA Section 107(c)(1)(B)(i) providing that, where there exist multiple units of local government within a "Local Area" (defined below), the chief elected officials of those governments are to enter into an agreement which defines their general rights, roles and responsibilities.

I. Establishment of Local Area

There is hereby established a Chief Elected Officials Board, hereinafter referred to as the CEOB, to provide for the effective planning, coordination and implementation of the employment and training system within the Kansas Workforce Development Area V, pursuant to the provisions of WIOA and applicable federal and state regulations. For purposes of representation on the CEOB, Local Area V is subdivided into five (5) regions: Region I consists of the counties of Chautauqua, Elk and Montgomery; Region II consists of the counties of Cherokee, Labette, and Neosho; Region III consists of the counties Miami, Linn, Bourbon, and Crawford; Region IV consists of the counties of Anderson, Allen, Wilson, and Woodson; and Region V consists of the counties of Coffey, Greenwood and Lyon. The CEOB shall be comprised of one (1) representative elected from each of the Regions. The term of CEOB members is two (2) years starting with January 1 of the even years and ending December 31 of odd years for representatives of Region I and Region IV, and from January 1 of off years and ending December 31 of even years for members from Region II, III and V. The above-listed Local Governments have together been approved by the State of Kansas as a local workforce development area ("Local Area"), for purposes of receiving WIOA funds from the State, establishing local service delivery systems and overseeing customer services authorized under WIOA. Should any other unit of general local government in a Local Area (defined as a political subdivision of the State that has the power to levy taxes and spend funds and has general corporate and police powers) petition for inclusion in this Local Area and receive approval therefor from the State of Kansas, this Agreement shall be amended. Such unit of general local government shall be identified a Local Government and the Local Area shall be adjusted accordingly. Should any Local Government petition for exclusion from this Local Area and receive approval therefor from the State of Kansas, this Agreement shall be amended and the Local Area adjusted accordingly.

II. Establishment of CEO Board

There is hereby established a Board of Directors of the Local Governments ("CEO Board"), which shall be and perform the duties of the "chief elected officials" described in WIOA, as further described herein. Records of CEO Board notices, actions, meetings or committee meetings or related documentation shall be retained at the administrative office of the fiscal agent for the Local Area.

III. CEO Board Members and Alternates

The CEO Board shall be comprised of no more than one (1) elected official representative of each Local Government, which persons ("Board Members") shall be the Local Government's Board of County Commissioners' Chair or Mayor (or spokesperson representing a city government if the City Government does not have a Mayor) as may be appointed by the respective Board of County Commissioners or City Government. It is expressly acknowledged that a Local Government may or may not be represented by a Board Member, at the discretion of the Board of County Commissioners or City Government. Each Local Government also may select as an alternate Board Member another elected official from the Local Government, which Alternate shall be permitted to attend any CEO Board meeting and act on behalf of the Board Member in the Board Member's absence. Upon selection of its Board Member and Alternate, if any, the Local Government shall give written notice thereof to the CEO Board, as a condition to such Board Members or Alternates ability to exercise voting and other Board Member rights. Any Local Government which is not represented by either a Board Member or Alternate at three (3) successive meetings of the CEO Board shall thereafter be considered not to be represented on the CEO Board for purposes of establishing a quorum, until such time as either person attends another CEO Board meeting.

IV. Quorum; Voting

A quorum of the CEO Board shall be a majority of its then-current membership. Each Board Member, including the Chair, shall have one (1) vote to cast on each matter coming before the CEO Board for action. Votes may be cast in person or via teleconference equipment. A quorum shall be required to approve any action, as further provided in the CEO Board's Bylaws.

V. Election of Chair and Vice Chair

The Officers of the CEO Board shall be a Chairperson and a Vice Chairperson, who shall be elected by the CEO Board from among Board Members (not Alternates) for a term of one (1) year. Any Officer may serve successive terms upon election thereto, without limitation.

VI. Vacancies

Each vacancy on the CEO Board, shall be filled by the Local Government in the same manner as the original Board Member was appointed. Each Local Government shall make every reasonable attempt to fill a vacancy before the next CEO Board meeting. A vacancy shall be considered filled upon written notice from the Local Government to the CEO Board identifying the name and elective office of the appointed Board Member.

VII. Appointment of LWDB Members

The CEO Board shall appoint members to the Local Workforce Development Board (LWDB) as provided by WIOA and the LWDB shall consist of the following Members:

A. Representatives of business, who shall constitute a majority of the LWDB's membership. These LWDB Members shall be selected from among individuals with optimum policymaking or hiring authority representing businesses who provide employment opportunities which include high-quality, work-related training and development in in-demand industry sectors or occupations in the local area; nominated by local business organizations and business trade associations; and shall reasonably represent the industrial and demographic composition of the business community, including small business and minority business.

B. Not less than 20% of the members of each local board shall be representatives of the workforce within the local area who represent labor organizations, who have been nominated by labor federations; and representatives who shall be a member of a labor organization or a training director from a joint labor-management apprenticeship program if such a program exists in the area. Workforce representatives may also include community-based organization, which have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or provide or support competitive integrated employment for individuals with disabilities nominated by interested organizations. Workforce representative may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

C. Representatives of entities administering education and training activities in the local area who are representative of eligible providers administering adult education and literacy activities under title II; shall include a representative of institutions of higher education providing workforce investment activities (including community colleges); and may include representatives of local educational agencies, and of community based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment. Each of these shall be selected from individuals nominated by interested organizations.

D. Governmental and economic and community development entity representatives serving the local area who represent economic and community development entities; and appropriate representative from the State employment service office under the Wagner-Peyser Act serving the local area selected from individuals nominated by the Secretary of the Kansas Department of Commerce; and an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973; may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and philanthropic organization serving the local area. The LWDB may include such other individuals or representatives of entities as the chief elected officials in the local area may determine to be appropriate. Except the Wagner-Peyser representative, these representatives may be nominated by interested organizations.

The CEO Board shall receive nominations from businesses and organizations as stated in items A through D above and appoint LWDB members from nominations received during a regular or Annual Meeting of the CEO Board.

LWDB member terms of office shall be appointed for fixed and staggered terms for three years and shall serve until their successors are duly appointed and commence their terms of office. Members may seek reappointment at the expiration of their term, which will requires re-nomination. LWDB membership may be terminated by resignation received from the member or for cause or convenience as recommended by the CEO Board for reasons such as unexcused absences from meetings or required restructuring of LWDB representations.

The LWDB shall perform the duties of a "Local Workforce Development Board" as described in WIOA (Section 107(d)), including without limitation overseeing preparation of the Local Workforce Development

Plan; workforce research and regional labor market analysis; engaging employers; development and implementation of career pathways; identify proven and promising practices for meeting the needs of employers and workers and jobseekers in the local workforce development system; utilize technology to maximize workforce development; selection of the Local One-Stop Operator and providers for youth, training and career services; negotiate local performance accountability measures; coordinate with education providers; develop a budget for activities of the local area; and ensure accessibility of all local area one-stop centers for individuals with disabilities.

VIII. CEO Board Responsibilities

In addition to appointing the LWDB's Members, the CEO Board shall be responsible to fulfill the other duties of the "chief elected official" described in WIOA which include the following:

A. Serve as grant recipient and assume fiscal liability for grant funds for WIOA Title I adult, dislocated worker and youth activities; as well as other such federal or state workforce funds as may be awarded.

B. Approve budgets for carrying out the responsibilities of the Local Board.

C. Provide comprehensive oversight of the activities of the Local Board.

D. Ensure the Local Area partnerships are functioning effectively.

E. Conduct program oversight and evaluation.

F. In partnership with the LWDB:

- 1. Participate in the development of the Local Area Plan.**
- 2. Conduct oversight of One-Stop delivery system, youth activities, and employment and training activities.**
- 3. Select One-Stop operator(s) and eligible service providers and oversee compliance and continued improvement (may subsequently terminate these for cause).**
- 4. Agree on Memorandums of Understanding between the Local Board and the One-Stop operators.**
- 5. Negotiate and reach agreement on performance standards and any additional local performance measures.**

G. In partnership with the Governor of Kansas:

- 1. Agree on whether the LWDB may serve as a One-Stop operator.**
- 2. Negotiate waiver requests as needed.**

The CEO Board's oversight processes to be performed include reviewing reports and audits against established goals and plans for reasonableness which reports will include an annual audit in compliance with generally accepted audit standards in the United States and OMB Circular A-133 performed by a procured CPA firm to assess financial and internal controls of the fiscal agent. The One-Stop Agent for the CEO Board and LWDB will be required to provide performance measure compliance reports quarterly or as requested by the Board(s). The CEO Board will have access to legal counsel procured by the fiscal agent as well as the Local Government's legal consultant as permissible through Local Government policies. The CEO Board will utilize the Kansas Dept. of Commerce for technical assistance related to the WIOA law.

Local Governments in the Local Area shall be contacted as needed to afford each the opportunity to be involved in the local workforce development system and notify the CEOs regarding their WIOA responsibilities and new workforce development initiatives.

IX. Responsibility for WIOA Funds

The Local Governments shall be liable to repay to the State or Federal governments from non-WIOA funds any amounts determined to have been a misappropriation of funds as provided in WIOA Section 184(d), upon a determination by the Secretary, United States Department of Labor, that the misappropriation was due to willful disregard of WIOA requirements, gross negligence, failure to observe accepted standards of administration or a pattern of misappropriation which determination is required by WIOA to be preceded by notice and opportunity for a hearing.

To manage any such required repayment of misappropriation(s), all of the counties represented hereby assume responsibility to make the required payment(s) required under WIOA. Reimbursement from each Local Government in proportion to the total population of each such Local Government in comparison to the total population of the Local Area at the time the misappropriation(s) occurred; provided that the population of a smaller Local Government (i.e., a city) which is contained within the jurisdiction of another larger Local Government (i.e., a county) shall be deducted from the larger Local Government's population for purposes of determining proportionate payments.

The fiscal agent for Local Area V CEO Board is Allen, Gibbs & Houlik, L.C. (AGH). The Executive Director for Southeast KANSASWORKS, Inc. is employed by the LWDB with CEO Board approval.

X. Term of Agreement

This Agreement shall be effective for the period ("Term") which commences on July 1, 2016, and shall continue in effect for five years ending June 30, 2020, so long as two or more Local Governments continue to participate in CEO Board activities; provided that it shall automatically terminate upon proper State action removing designation of the Local Area under WIOA.

XI. Amendments.

This Agreement may be amended only upon compliance with the following procedure:

A. The text of the proposed amendment shall be presented to the CEO Board for review at a properly noticed meeting thereof, and shall thereafter be provided to each Local Government, at least thirty (30) days before the meeting of the CEO Board at which the amendment is to be acted upon;

B. The amendment shall be discussed and acted upon at a properly-noticed meeting of the CEO Board, with approval requiring the vote in person or by written ballot of no fewer than two-thirds (2/3) of the then-current CEO Board membership; provided that no such amendment shall be approved if, before the CEO Board meeting at which action is to be taken, any Local Government submits to the CEO Board a written objection to the proposed amendment.

XII. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the following Local Governments have executed this Agreement effective upon the first day of the Term.

Signature of Local Government

Signature (LA V LWDB CEOB Chair)

Title

Miami

County

Date

Attest

Signature

Cherokee
County

Attest

Title

Date

Signature

Coffey _____
County

Attest

Title

Date

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 07/31/2017)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) KDOC-Community Development Block Grant	2. HUD/State Identification Number 16-IT-001	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) CFDA 14.228	5. Name and address of responsible entity Cherokee County PO Box 14 Columbus, KS 66725	
6. For information about this request, contact (name & phone number) Susan Galemore, 620-431-0080	7. Name and address of recipient (if different than responsible entity) N/A	
8. HUD or State Agency and office unit to receive request State of Kansas, CDBG Program		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) FEMA Flood Buy-Out	10. Location (Street address, city, county, State) Southeast Corner of Cherokee County along Shoal Creek and Spring River
---	---

11. Program Activity/Project Description

This project will consist of housing acquisition, demolition and relocation in an area designated by the attached map. This area was flooded during late December, 2015 and is undergoing a FEMA buy-out of approximately 17 substantially damaged structures. FEMA's estimated cost is approximately \$1,515,363.00. This will be partnered with CDBG funds in the amount of \$385,090.00. The properties are located in an unincorporated area of rural Cherokee County and are in the 100 year flood plain. The project is estimated to being April, 2016 and completed by Fall of 2017. After demolition is completed, the sites will be leveled, seeded and turned into greenspace.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Chairman

Date signed

6/6/14

Address of Certifying Officer

PO Box 14, Columbus, KS 66725

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Environmental Assessment

Project Location: Cherokee County, Kansas

Estimated Total Project Cost (all sources): \$1,515,363

Amount of HUD Assistance: \$385,090

HUD Grant Program: CDBG Urgent Need

Grant Recipient (if different from Responsible Entity):

[24 CFR 58.2(a)(5)]

Recipient Address & Phone: PO Box 14, Columbus, KS 66725 620-429-2042

RE Project Contact Name & Phone: Robert Myers 620-429-2042

Conditions for Approval: (List all mitigation and project modification measures adopted by the responsible entity to eliminate or minimize adverse environmental impacts. These conditions must be included in project contracts and other relevant documents as requirements.) [24 CFR 58.40(d), 40 CFR 1505.2(c)]

Mitigation and Project Modification Measures Recommended

- **Storm water drainage-** The County will apply for a NPDES Stormwater Construction Runoff Permit if the construction activity disturbs 1 acre or more of land.
- **All KDHE regulations regarding the inspection, handling and disposal of asbestos materials will be followed.**
- **Avoid impacts to existing streams and rivers, adjacent riparian zones, wetlands, and native prairie and woodland areas.**
- * **Avoid all bank or instream activity, particularly during general fish spawning season (March 1 – Aug. 31).**
- * **Incorporate principles of low impact development (LID), such as permeable asphalt pavement, porous concrete, swales, bioretention, or raingardens. More info. on LID: Caution-<http://www.epa.gov/owow/NPS/lid> < Caution-<http://www.epa.gov/owow/NPS/lid/> >**
- * **Implement and maintain standard erosion-control Best-Management-Practices during all aspects of construction by installing sediment barriers (wattles, filter logs, rock ditch checks, mulching, or any combination of these) across the entire construction area to prevent sediment and spoil from entering aquatic systems. Barriers should be maintained at high functioning capacity until construction is completed and vegetation is established. For more information go to: Caution-<http://www.kdheks.gov/stormwater/#construct> < Caution-<http://www.kdheks.gov/stormwater/#construct> >**
- * **Reseed disturbed areas with native warm-season grasses, forbs, and trees.**

FINDING: [58.40(g)]

- Finding of No Significant Impact (FONSI)**
(The project will not result in a significant impact on the quality of the human environment.)
- Finding of Significant Impact**
(The project may significantly affect the quality of the human environment.)

PREPARER SIGNATURE:  **DATE:** 5-20-16

PREPARER NAME & TITLE: Susan Galemore, Grant Administrator

PREPARER'S AGENCY (If Different from RE): SEKRPC

RE APPROVING OFFICIAL SIGNATURE:  **DATE:** 6/6/16

RE APPROVING OFFICIAL NAME & TITLE: Robert Myers, Chairman

Purpose of the Project: ["Statement of Purpose and Need for the Proposal" - 40 CFR 1508.9(b)]

Cherokee County has identified 17 residential properties for this acquisition project. All of these properties are located in the 1% flood plain and were damaged by flooding during December 2015. The purpose of this project is to provide assistance to the affected property owners and tenants in the form of a buy-out, demolition and relocation assistance. Purchasing and demolishing the structures will ensure no dwellings will continued to be damaged by flooding at these locations ensuring that no family will have to face the challenge of displacement and/or loss of personal property again. Relocation assistance will be offered to aid those affected by the flood.

Description of the Project: Include all contemplated actions that are logically either geographically or functionally a composite part of the project, regardless of the source of funding. [24 CFR 58.32, 40 CFR 1508.25] As appropriate, attach maps, site plans, renderings, photographs, budgets and other descriptive information.

This project will acquire approximately 17 residential structures that were damaged by the 2015 flood. Once the properties have been acquired, all structures located on these properties will be inspected by licensed asbestos inspectors. It is possible that some, if not all, of the structures being proposed for acquisition contain asbestos. Asbestos removal will be conducted following KDHE regulations. The properties will then be demoihsed with the lots being graded and seeded for long-term maintenance. Relocation assistance will be offered for those eligible.

See Attachment 3 - map of residential structures

Existing Conditions and Trends: Describe the existing conditions of the project area and its surroundings, and the trends likely to continue in the absence of the project. [24 CFR 58.40(a)]

Many of the homes in the project area suffered major flood damage and are uninhabtable. Regulations give the owners of the structures three options: Demolish and move, elevate to 1 foot above the flood plain or move the home out of the flood plain and repair it. Because the majority of the owners did not have flood insurance, they would bear 100% of the cost. Most of the owners are in temporary housing awaiting assistance from the FEMA buy-out program. The buy-out program will give owners 20% above the County assessed value, plus considerations for relocation, as well as money for rental assistance, and to pay moving costs. The buy-out money will also pay closing costs, and the costs of demolishing the structure and seeding.

Without the buy-out program, the property owners would suffer severe financial loss. The potential outcome of this for many would be to move away from the area and abandon the damaged structures. This, of course, would be a severe detriment to the County. Not only would this creat slum and blight, but it could also become someone's housing with subsequent flood damage from future floods. This area is known to flood and continues to be a hazard to those living there. By removing these structures, that problem would be solved.

Part I: Statutory Checklist [24CFR §58.5]

DIRECTIONS – For each authority, check one of the appropriate boxes under “Status.”

“A box” The project is in compliance, either because: (1) the nature of the project does not implicate the authority under consideration, or (2) supporting information documents that project compliance has been achieved. In either case, information must be provided as to **WHY the authority is not implicated, or HOW compliance is met;** OR

“B box” The project requires an additional compliance step or action, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit.

IMPORTANT: Compliance documentation consists of verifiable source documents and/or relevant base data. Appropriate documentation must be provided for each law or authority. Documents may be incorporated by reference into the ERR provided that each source document is identified and available for inspection by interested parties. Proprietary material and studies that are not otherwise generally available for public review shall be included in the ERR. Refer to HUD guidance for more information.

Statute, Authority, Executive Order

Regulation or Policy cited at 24 CFR §58.5	STATUS		Compliance Documentation
	A	B	
1. Air Quality [Clean Air Act sections 176(c) & (d), and 40 CFR 6, 51, 93]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Kansas designated as "nonattainment". Attachment 1

			KDHE requires compliance with asbestos regulations. Attachment 2
2. Airport Hazards (Clear Zones and Accident Potential Zones) [24 CFR 51D]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project area is not located within 2,500 feet of a civil airport runway or 15,000 feet of a military runway. The nearest airport is 5.8 nm SW of the project site. See Attachment 4
3. Coastal Zone Management [Coastal Zone Management Act sections 307(c) & (d)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No coastal zone management programs are in the states of HUD Region VII, per Nat'l Oceanic & Atmospheric Administration, Office of Ocean and Coastal Resource Management. (http://www.ocrm.nos.noaa.gov)
4. Contamination and Toxic Substances [24 CFR 58.5(i)(2)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NEPAssist was utilized to map: Hazardous waste sites, toxic releases, Superfund, and Brownfields sites in the area. There were two sites that were delineated on the map. Both sites are in compliance and will not impact this project. Attachment 5 KDHE provided documentation that there are no identified, contaminated Dry Cleaner within the vicinity of the project. However, the project is in the vicinity of a Superfund site. Attachment 2 EPA reviewed the Superfund site and determined no affect to the project. Attachment 6
5. Endangered Species [50 CFR 402]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No Comment was received from US Fish & Wildlife. Attachment 7 Determination of "no adverse affect" obtained from KS Dept of Wildlife, Parks & Tourism. They did provide general recommendations: * Avoid impacts to existing streams and rivers, adjacent riparian zones, wetlands, and native prairie and woodland areas. * Avoid all bank or instream activity, particularly during general fish spawning season (March 1 – Aug. 31). * Incorporate principles of low impact development (LID), such as permeable asphalt pavement, porous concrete, swales, bioretention, or raingardens. More info. on LID: Caution- http://www.epa.gov/owow/NPS/lid/ < Caution- http://www.epa.gov/owow/NPS/lid/ > * Implement and maintain standard erosion-control Best-Management-Practices during all aspects of construction by installing sediment barriers (wattles, filter logs, rock ditch checks, mulching, or any combination of these) across the entire construction area to prevent sediment and spoil from entering aquatic systems. Barriers should be maintained at high functioning capacity until construction is completed and vegetation is established. For more information go to: Caution- http://www.kdheks.gov/stormwater/#construct < Caution- http://www.kdheks.gov/stormwater/#construct > * Reseed disturbed areas with native warm-season grasses, forbs, and trees. Attachment 8
6. Environmental Justice [Executive Order 12898]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NEPAssist was utilized to map the percentage of minority and low income population in the project area. The map reflects a low percentage of minority & low-income residing in the project area. Attachment 9
7. Explosive and Flammable Operations [24 CFR 51C]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This project does not involve an applicable activity, which consists of: the conversion of land use from non-residential to residential use, new construction, rehabilitation, where unit density is increased, vacant building made habitable, or any project for industrial, commercial, institutional, or recreational use where people may congregate.
8. Farmland Protection [7 CFR 658]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	US Department of Agriculture, Natural Resource Conservation Service, provided clearance for the project stating "no farmland is being converted to nonagricultural use". Attachment 10

9. Floodplain Management [24 CFR 55, Executive Order 11988]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This project is located in a flood plain. the 8-step process has been completed and documented. See Attachment 11
10. Historic Preservation [36 CFR 800]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No historic properties will be affected by the project per Kansas Historical Society. Attachment 12 Regarding THPO's: Appendix A, "When to Consult a Tribe" was completed and was determined there will only be minor grading following the removal of the structures. Attachment 13
11. Noise Control [24 CFR 51B]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The demolition portion of the property is not a noise sensitive activity. The relocation portion of the project is categorically excluded, not subject to, if it is a purchase transaction only. If there is renovation involved, the noise issue will be assessed for that site.
12. Water Quality (Sole Source Aquifers) [40 CFR 149]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	There are no sole source aquifers located near the project site. Attachment 14
13. Wetland Protection [24 CFR 55, Executive Order 11990]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This project is located near wetlands. Attachment 15 The Corps of Engineers stated that a permit may be required if the project requires the discharge of dredged or fill material in any waters, including wetlands. This project will not involve that type of activity. Attachment 16 Department of Agriculture stated they have no permitting requirements for this project. Attachment 17 The 8-step process has been completed and determined there are no viable alternatives to this project. Attachment 11
14. Wild and Scenic Rivers [36 CFR 297]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project area is not located within the vicinity of a designated Wild and Scenic River. Attachment 18

Part II: Environmental Assessment Checklist

[Environmental Review Guide HUD CPD-782, 24 CFR 58.40; 40 CFR 1508.8 & 1508.27]

For each impact category, evaluate the significance of the effects of the proposal on the character, features and resources of the project area. Enter relevant base data and credible, verifiable source documentation to support the finding. Note names, dates of contact, telephone numbers and page references. Then enter the appropriate determination of impact: None Anticipated, Potentially Adverse or Potentially Beneficial. Attach additional material as appropriate. Note conditions or mitigation measures required.

Impact Categories	Anticipated or Potential Impact	Source Documentation
	<ul style="list-style-type: none"> • Adverse • Beneficial • No Impact 	and

Land Development

Conformance with Comprehensive Plans and Zoning	Beneficial	Jason Allison, Emergency Manager, has verified that this project is in conformance with the County's comprehensive and zoning requirements.
Land Use Compatibility and Urban Impact	Beneficial	All locations are in rural areas. Returning these properties to green space will not adversely affect the neighbors.
Urban Design - Visual Quality and Scale	Beneficial	This project will benefit urban design. These residences were in the flood plain and the County will be demolishing these homes and making green space.
Slope	No Impact	The project does not have any steep slopes.

Erosion	No Impact	There are no current erosion problems in the area and normal vegetation in the area will be sufficient to control erosion.
Soil Suitability	No Impact	The soil is suitable for natural grass and vegetation.
Hazards and Nuisances, including Site Safety	No Impact	The project was investigated for the presence of hazards & nuisances. No unusual site conditions were identified. Appropriate safety precautions will be utilized during the course of the demolition phase.
Noise - Effects of Ambient Noise on Project & Contribution to Community Noise Levels	No Impact	There will be a small frame of time when demolition would cause minor noise and vibration. It will not affect light, pollution, toxic chemicals, uranium or radioactive substances.
Air Quality - Effects of Ambient Air Quality on Project & Contribution to Community Pollution Levels	No Impact	No known ambient air quality conditions exist that would negatively impact the project. Any negative impact that the proposed project will have on community pollution levels will be limited to creation of dust during the demolition activity.
Energy Conservation	No Impact	This project does not involve building construction, strictly demolition.

Socioeconomic Factors

Demographic Character Changes	Beneficial	This project involves providing assistance to displace residents due to a flood for relocation. Even though the flooded area will loose residents, because assistance is provided, most of those displaced residents will relocate within the county and occupy currently vacant residences or newly constructed residences. Without this project, many of the residents would leave the county entirely.
Displacement	Beneficial	This project is providing assistance to displaced residents due to a flood for relocation to a home in a non-flood area. Relocation will be conducted in accordance with the Uniform Relocation Act.
Employment and Income Patterns	Beneficial	Because this project is providing assistance to displacement residents due to a flood, they have been able to stay in the area and maintain their current employment. Without this project, may residents would leave the county and their jobs.

Community Facilities and Services

Educational Facilities	Beneficial	Because the project will keep a majority of the residents in the county, the schools will not see a severe drop in enrollment.
Commercial Facilities	Beneficial	Because the project will keep a majority of residents in the county, there will not be a severe drop in the use of commercial businesses.
Health Care	Beneficial	Due to the demolition of flooded properties, there will be less homes to provide emergency services to. There will be no affect of the ability of residents to obtain health care.
Social Services	No Impact	This project will not affect the ability of the residents to obtain social services.

Solid Waste	Beneficial	Due to the demolition of the flooded properties, there will be less homes to provide solid waste services to.
Waste Water	No Impact	The county feels this project will not have an impact on the residential waste water systems in the county.
Storm Water	Beneficial	This project will be demolishing 17 homes and turning the area into green space, which will have a positive effect on the storm water system. The County will comply with obtaining a storm water control permit as required by KDHE if the construction disturbs 1 acres or more of land.
Water Supply	No Impact	The county feels this project will not have an impact on the county water supply. Clearance has been provided by Kansas Department of Agriculture. Attachment 16
Public Safety • Police	Beneficial	This project will be demolishing 17 residences that are located in the flood plain, which the police department will no longer have to service.
• Fire	Beneficial	This project will be demolishing 17 residences that are located in the flood plain, which the fire department will no longer have to service.
• Emergency Medical	Beneficial	This project will be demolishing 17 residences that are located in the flood plain, which the ambulance department will no longer have to service. Cherokee County Emergency Management has no issues with the project. Attached 19
Open Space and Recreation • Open Space	Beneficial	This project will add several acres of green space to the county.
• Recreation	Beneficial	This project will add several acres of green space to the county.
• Cultural Facilities	No Impact	This project will not provide for more cultural facilities or change the existing cultural facilities in the county.
Transportation	No Impact	This project will not affect the access, balance, safety or level of service of the transportation system. No changes will be made to the existing transportation system.

Natural Features

Water Resources	No Impact	This project will not affect water resources. This project consists of demolition only and no construction will be performed.
Surface Water	Beneficial	This project will remove 17 structures, thereby reducing the amount of runoff.
Unique Natural Features and Agricultural Lands	No Impact	This project will not affect unique natural features or agricultural lands. This project consists of demolition only and no construction will be performed.
Vegetation and Wildlife	Beneficial	This project consists of demolition and returning the area to green space. Natural grass and vegetation will then occupy the area.

Part III: Other Requirements [24 CFR §58.6]

Complete the following table or attach a separate §58.6 Checklist.

Compliance

§58.6 Requirements	Status (Y/N)	Source Documentation
Flood Disaster Protection Act [Flood Insurance] [§58.6(a)]	YES	The project area is located in the flood zone. The 8 step process was completed showing no viable alternatives to the project. Attachment 11 The County does participate in the National Flood Insurance Program. Attachment 20
Coastal Barrier Resources Act/Coastal Barrier Improvement Act §58.6(c)]	YES	No Coastal Barrier Resource Areas in MO/KS/NE/IA. http://www.fema.gov/nfip
Airport Runway Clear Zone Disclosure & Notification [§58.6(d)]	YES	This project is not located in a runway clear zone. Attachment 3

Summary of Findings and Conclusions

Project Alternatives Considered [24 CFR 58.40(e), Ref. 40 CFR 1508.9] (As appropriate, identify other reasonable courses of action that were considered and not selected, such as other sites, design modifications, or other uses of the subject site. Describe the benefits and adverse impacts to the human environment of each alternative and the reasons for rejecting it. Include consideration of the No Action Alternative, that is, not implementing the preferred alternative).

This project will consist of the demolition of 17 residential structures that are located in the flood plain and were affected by the December 2015 flood. Due to the extent of damage to these homes, the County feels it is necessary to assist homeowners in relocating to a decent, safe and sanitary replacement dwelling outside the flood plain or hazard area. The only alternative the county has is to not participate in the flood buy out program resulting in the property owners being 100% responsible for the removal of the structures and relocating on their own. This would be a severe monetary hardship to those who have suffered financial loss from the flood. The potential result of this would be most families would not be able to afford the demolition and the homes would be abandoned and the area would become a severe slum and blight. The County would then be responsible for addressing the demolition of the structures, which would negatively impact the County budget. The end result would be many of the families would abandon the homes, leave the area and try to start fresh somewhere else, which would have a negative economic impact on the area.

Hire an engineer to evaluate the effects of the removal of structures from the flood plain and determine any necessary actions to lessen any negative impacts, such as the addition of levees, terraces, etc. This project requires an expeditious disbursement of funds to lessen the burden on the property owner. Hiring an engineer to perform a study at this juncture would severely delay the implementation of this project and cause additional hardship to the property owners.

Mitigation and Project Modification Measures Recommended

[24 CFR 58.40(d), 40 CFR 1508.20]

(Recommend feasible ways in which the proposal or its external factors should be modified in order to minimize adverse environmental impacts and restore or enhance environmental quality.)

Mitigation and Project Modification Measures Recommended

- **Storm water drainage-** The County will apply for a NPDES Stormwater Construction Runoff Permit if the construction activity disturbs 1 acre or more of land.
- **All KDHE regulations regarding the inspection, handling and disposal of asbestos materials will be followed.**
- **Avoid impacts to existing streams and rivers, adjacent riparian zones, wetlands, and native prairie and woodland areas.**
- * **Avoid all bank or instream activity, particularly during general fish spawning season (March 1 – Aug. 31).**
- * **Incorporate principles of low impact development (LID), such as permeable asphalt pavement, porous concrete, swales, bioretention, or raingardens. More info. on LID: Caution-<http://www.epa.gov/owow/NPS/lid> < Caution-<http://www.epa.gov/owow/NPS/lid/> >**

* Implement and maintain standard erosion-control Best-Management-Practices during all aspects of construction by installing sediment barriers (wattles, filter logs, rock ditch checks, mulching, or any combination of these) across the entire construction area to prevent sediment and spoil from entering aquatic systems. Barriers should be maintained at high functioning capacity until construction is completed and vegetation is established. For more information go to: Caution-
<http://www.kdheks.gov/stormwater/#construct> < Caution-<http://www.kdheks.gov/stormwater/#construct> >

* Reseed disturbed areas with native warm-season grasses, forbs, and trees.

Additional Studies Performed

(List the reports, studies or analyses performed for this assessment, and attach studies or summaries.)

8 Step Flood Process - See Attachment 9

List of Agencies and Persons Consulted [40 CFR 1508.9(b)]

(List agencies and persons consulted for this assessment.)

Jason Allison, Cherokee County Emergency Manager

KDHE

KS Dept of Wildlife and Parks

Kansas Historical Society

KS Dept of Agriculture

FEMA, Regional VII

Natural Resource Conservation Service

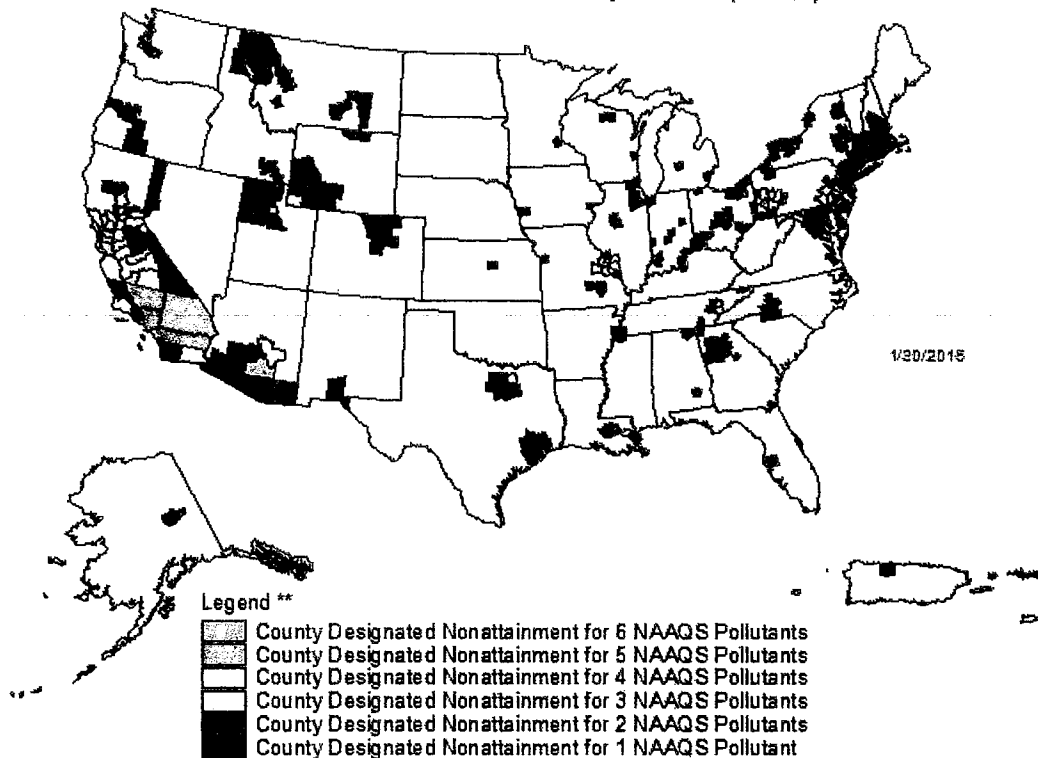
EPA

US Army Corps of Engineers

US Fish & Wildlife Service

Counties Designated "Nonattainment"

for Clean Air Act's National Ambient Air Quality Standards (NAAQS) *



Guam - Piti and Tanguisson Counties are designated nonattainment for the SO₂ NAAQS

* The National Ambient Air Quality Standards (NAAQS) are health standards for Carbon Monoxide, Lead (1978 and 2008), Nitrogen Dioxide, 8-hour Ozone (1997 and 2008), Particulate Matter (PM-10 and PM-2.5 (1997 and 2006)), and Sulfur Dioxide (1971 and 2010)

** Included in the counts are counties designated for NAAQS and revised NAAQS pollutants. 1-hour Ozone is excluded. Partial counties, those with part of the county designated nonattainment and part attainment, are shown as full counties on the map.

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 400
Topeka, KS 66612-1367



Phone: 785-296-1535
Fax: 785-296-8464
www.kdheks.gov

Susan Mosier, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

April 7, 2016

Susan Galemore
SEKRPC
PO Box 664
Chanute, KS 66720

Re: Cherokee County Urgent Need Flood Buy-Out

Dear Ms. Galemore:

Please see the enclosed comments below submitted by Don Carlson, Bureau of Water.

I have no objection to the proposal but offer the following comment for consideration:

This pertains only to site grading proposed following the demolition buildings and backfilling basements. Any construction activity which disturbs 1 acre or more is required to file a National Pollutant Discharge Elimination System (NPDES) permit application for stormwater runoff resulting from construction activities. The project owner (the party responsible for the project) must obtain authorization from KDHE to discharge stormwater runoff associated with construction activities prior to commencing construction. The Kansas construction stormwater general permit, a Notice of Intent (application form), a frequently asked questions file and supplemental materials are on-line on the KDHE Stormwater Program webpage at www.kdhe.state.ks.us/stormwater. Answers to questions regarding or additional information concerning construction stormwater permitting requirements can be obtained by calling (785) 296-5549.

Sincerely,

A handwritten signature in cursive script, appearing to read "Donna Fisher".

Donna Fisher
Director's Office

DC/df

Division Environment
1000 SW Jackson, Ste 400
Topeka, KS 66610



Phone: 785.296.1535
Fax: 785.296.8464
jmittell@kdheks.gov
www.kdheks.gov

Susan Mosier, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

Comments by: KDHE

Transmittal Date: April 7, 2016

This form provides notification and the opportunity for your agency to review and comments on this proposed project as required by Executive Order 12372. Review Agency, please complete Parts II and III as appropriate and return to the contact person listed below. Your prompt response will be appreciated.

Return To: Susan Galemore
SEKRPC
PO Box 664
Chanute, KS 66720

PART I

REVIEW AGENCIES/COMMISSION

Aging
 Agriculture
 Biological Survey
 Conservation Commission
 Corporation Commission

Education
 Geological Survey, KS
 Health & Environment
 Historical Society
 Social & Rehabilitation

State Forester
 Transportation
 Water Office, KS
 Wildlife & Parks
 Commerce

PART II

AGENCY REVIEW COMMENTS

COMMENTS: (Attach additional sheet if necessary) Re: Cherokee County Urgent Need Flood Buy-Out
Please see the enclosed comments submitted by Kevin Moon, Bureau of Environmental Remediation and Don Carlson, Bureau of Water. Javier Ahumada, Bureau of Air has this comment: There is potential for asbestos in these buildings so the contactor will need to contact our Asbestos Control Program prior to any demolition or renovations to make sure that all requirements are met for this project. Please call 785.296.6024 and ask for the Asbestos Section.

PART III

RECOMMENDED ACTION COMMENTS:

Clearance of the project should be granted.

Clearance of the project should not be granted.

Clearance of the project should be delayed until the issues or questions above have been clarified.

Request a State Process Recommendation in concurrence with the above comments.

Clearance of the project should not be delayed but the Applicant should (in the final application) address and clarify the question or concerns indicated above.

Request the opportunity to review final application prior to submission to the federal funding agency.

DIVISIONS/ AGENCY/ COMMISSION

John W. Mitchell, Director
Division of Environment

JWM/df

Bureau of Environmental Remediation
Curtis State Office Building
1000 SW Jackson St., Suite 410
Topeka, KS 66612-1367



phone: 785-296-8025
fax: 785-296-4823
kmoon@kdheks.gov
www.kdheks.gov

Susan Mosier, MD, Secretary

Department of Health and Environment

Sam Brownback, Governor

MEMORANDUM

TO: Donna Fisher
FROM: Kevin Moon
DATE: April 7, 2016
RE: Intergovernmental Agency Review requested by Cherokee County for FEMA Flood Buyouts in Cherokee County, Kansas

The Kansas Department of Health and Environment Bureau of Environmental Remediation (KDHE/BER), Assessment and Restoration Section, Response and Remediation Unit, has no identified, contaminated Dry Cleaner within the vicinity of the proposed project. However, the Cherokee County is part of the Cherokee County Superfund Site with Operating Unit (OU) 2, OU-3 and OU-5 in the vicinity of the buyout; KDHE Project Codes C3-011-00012; C3-011-71866; C3-011-70910; and C3-011-70917.

Staff members or representatives of Cherokee County or the South East Kansas Regional Planning Commission are welcome to come and view the KDHE/BER files in accordance with the Kansas Open Records Act. Please contact me at 785-296-8025 or by email at kmoon@kdheks.gov if you have any questions.

BUDGET BALANCES 2016							
COUNTY GENERAL	Beginning Budget	BUDGET AVAIL.		June A/P	June P/R	AFTER June ISSUE	%
Commissioners	\$ 85,000.00	\$ 52,051.55		\$ 210.00	\$ 3,093.46	\$ 48,748.09	57.35%
County Clerk	\$ 125,000.00	\$ 76,526.87		\$ 4.95	\$ 4,660.75	\$ 71,861.17	57.49%
County Treasurer	\$ 94,000.00	\$ 61,202.62		\$ -	\$ 8,592.96	\$ 52,609.66	55.97%
County Attorney	\$ 277,970.00	\$ 177,025.62		\$ 448.46	\$ 8,200.00	\$ 168,377.16	60.57%
Register of Deeds	\$ 95,360.00	\$ 59,910.53		\$ 4.95	\$ 3,379.25	\$ 56,526.33	59.28%
County Counselor	\$ 28,000.00	\$ 17,144.42		\$ -	\$ 1,071.36	\$ 16,073.06	57.40%
Sheriff Dept	\$ 1,225,000.00	\$ 764,473.42		\$ 18,970.76	\$ 37,721.40	\$ 707,781.26	57.78%
District Court	\$ 268,800.00	\$ 182,039.67		\$ 11,424.84	\$ 1,549.05	\$ 169,065.78	62.90%
Courthouse	\$ 475,000.00	\$ 300,206.50		\$ 9,426.36	\$ 2,230.40	\$ 288,549.74	60.75%
Emergency Prep	\$ 82,450.00	\$ 37,998.60		\$ 250.25	\$ 3,709.22	\$ 34,039.13	41.28%
Human Resources	\$ 42,920.00	\$ 27,624.56		\$ -	\$ 1,474.40	\$ 26,150.16	60.93%
Planning Comm	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
Recreation	\$ 11,000.00	\$ 8,400.00		\$ -	\$ -	\$ 8,400.00	76.36%
Jail	\$ 948,000.00	\$ 574,323.65		\$ 9,347.06	\$ 19,606.50	\$ 545,370.09	57.53%
Computer Prog	\$ 65,000.00	\$ 17,001.56		\$ -	\$ -	\$ 17,001.56	26.16%
Jury Cost	\$ 9,693.00	\$ 4,609.06		\$ -	\$ -	\$ 4,609.06	47.55%
Juvenile Dentention	\$ 96,546.00	\$ 64,486.00		\$ -	\$ -	\$ 64,486.00	66.79%
Geneology Society	\$ 8,000.00	\$ 4,000.00		\$ 2,000.00	\$ -	\$ 2,000.00	25.00%
Emergency 911	\$ 63,479.00	\$ 40,811.82		\$ -	\$ 2,132.44	\$ 38,679.38	60.93%
Jail JOP Reserve	\$ 616,443.00	\$ 616,443.00		\$ -	\$ -	\$ 616,443.00	100.00%
Gis Info	\$ 29,078.00	\$ 23,931.04		\$ -	\$ -	\$ 23,931.04	82.30%
USD 493	\$ 50,000.00	\$ -		\$ -	\$ -	\$ -	0.00%
ROZ	\$ 6,000.00	\$ 6,000.00		\$ -	\$ -	\$ 6,000.00	100.00%
Mental Health Truancy	\$ 2,500.00	\$ 2,500.00		\$ -	\$ -	\$ 2,500.00	0.00%
Economic Development	\$ 198,855.00	\$ 155,619.26		\$ 430.68	\$ 2,680.00	\$ 152,508.58	76.69%
Grand Jury	\$ 50,000.00	\$ 50,000.00		\$ -	\$ -	\$ 50,000.00	100.00%
Capital Lease	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
Capital Lease File Server	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
Employee Compensation	\$ 100,000.00	\$ 82,425.69		\$ 931.17	\$ -	\$ 81,494.52	81.49%
Total County General	\$ 5,054,094.00	\$ 3,406,755.44		\$ 53,449.48	\$ 100,101.19	\$ 3,253,204.77	64.37%

	<u>Beginning Budget</u>	<u>BUDGET AVAIL.</u>		<u>June A/P</u>	<u>June P/R</u>	<u>AFTER June ISSUE</u>	<u>%</u>
Equipment Reserve	\$ -	\$ -		\$ -			0.00%
Technology Fund	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
Treasurer Technology Fund	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
Clerk Technology Fund	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
Rd & Bridg	\$ 3,500,000.00	\$ 2,162,456.47		\$ 20,304.15	\$ 50,249.57	\$ 2,091,902.75	59.77%
Ex Counc	\$ 204,302.00	\$ 102,151.00		\$ 51,075.50	\$ -	\$ 51,075.50	25.00%
Noxious Weed	\$ 66,333.00	\$ 27,280.03		\$ 201.47	\$ 2,154.80	\$ 24,923.76	37.57%
Health &Wic	\$ 657,733.00	\$ 570,561.08		\$ 1,782.29	\$ 16,522.49	\$ 552,256.30	83.96%
Fair	\$ 12,000.00	\$ 9,000.00		\$ 3,000.00	\$ -	\$ 6,000.00	50.00%
Direct Elect	\$ 163,950.00	\$ 132,493.58		\$ 1,452.05	\$ 1,744.00	\$ 129,297.53	78.86%
Comm College	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
Soil Conservation	\$ 25,000.00	\$ 12,500.00		\$ 6,250.00	\$ -	\$ 6,250.00	25.00%
Special Bridge	\$ -	\$ -		\$ -	\$ 1,979.07	\$ -	0.00%
Mental Health	\$ 111,457.00	\$ 55,728.50		\$ 27,864.25	\$ -	\$ 27,864.25	25.00%
Mental Retard.	\$ 111,457.00	\$ 55,728.50		\$ 27,864.25	\$ -	\$ 27,864.25	25.00%
Ambulance	\$ 607,584.00	\$ 354,424.05		\$ 50,631.99	\$ -	\$ 303,792.06	50.00%
Cherokee County 911	\$ 444,227.00	\$ -		\$ 5,205.58	\$ -	\$ -	0.00%
Appraiser	\$ 327,403.00	\$ 176,042.73		\$ -	\$ 8,202.00	\$ 167,840.73	51.26%
County Bldg.	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
Employee Bene	\$ 3,242,409.00	\$ 2,160,529.66		\$ -	\$ -	\$ 2,160,529.66	66.63%
Elderly	\$ 20,000.00	\$ 15,760.81		\$ 271.02	\$ -	\$ 15,489.79	77.45%
Landfill	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
Sewer Dist #1	\$ 155,617.00	\$ 94,608.58		\$ 4,737.11	\$ 1,236.68	\$ 88,634.79	56.96%
Concealed	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
Spider	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
No Fund Warrants	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
Prosecuting Attoreney Training	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
Co Attorney Spec Law Enforc	\$ 629.00	\$ 629.00		\$ -	\$ -	\$ -	0.00%
Special Park	\$ 2,279.00	\$ 2,279.00		\$ -	\$ -	\$ -	
Special Alcohol	\$ 11,180.00	\$ 11,180.00		\$ -	\$ -	\$ -	0.00%
Tourism	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%
Spec Law	\$ 37,886.00	\$ 37,886.00		\$ -	\$ -	\$ -	0.00%
Drug Tax Stamp Fund	\$ -	\$ -				\$ -	0.00%
Total		\$ -		\$ 254,089.14	\$ 182,189.80		

FUND BALANCES 06/03/2016					
FUND	FUND #	Balance 2016	June A/P	June P/R	BALANCE
County No-Fund Warrants	99	\$ -	\$ -	\$ -	\$ -
CO GEN	100	\$ 277,489.95	\$ 53,449.48	\$ 100,101.19	\$ 123,939.28
County Equipment Reserve	102	\$ 349,678.11	\$ -	\$ -	\$ 349,678.11
TECHNOLOGY FUND	103	\$ 24,426.72	\$ -	\$ -	\$ 24,426.72
Treasurer Technology Fund	104	\$ 3,483.12	\$ -	\$ -	\$ 3,483.12
Clerk Technology Fund	106	\$ 5,075.31	\$ -	\$ -	\$ 5,075.31
STATE LINE ROAD PROJECT	105	\$ 260.97	\$ -	\$ -	\$ 260.97
Jail Salestax	107	\$ 305,941.21	\$ -	\$ -	\$ 305,941.21
Law Enforcement Center	108	\$ -	\$ -	\$ -	\$ -
RD BRIDGE	110	\$ 2,341,364.13	\$ 20,304.15	\$ 50,249.57	\$ 2,270,810.41
EX COUNCIL	120	\$ 103,057.91	\$ 51,075.50	\$ -	\$ 51,982.41
NOXIOUS WEED	130	\$ 52,769.31	\$ 201.47	\$ 2,154.80	\$ 50,413.04
SEVERE WEATHER EQUIPMENT	135	\$ 22.00	\$ -	\$ -	\$ 22.00
HEALTH	140	\$ 1,321,620.15	\$ 1,782.29	\$ 16,522.49	\$ 1,303,315.37
Clean Up Illegal Dump	142	\$ -	\$ -	\$ -	\$ -
TRI CO WIC	145	\$ 118.32	\$ -	\$ -	\$ 118.32
FAIR	150	\$ 8,014.96	\$ 3,000.00	\$ -	\$ 5,014.96
ELECTION	160	\$ 137,800.58	\$ 1,452.05	\$ 1,744.00	\$ 134,604.53
COMM COLLEGE	170	\$ 2,028.62	\$ -	\$ -	\$ 2,028.62
SOIL CONSERV	180	\$ 12,571.70	\$ 6,250.00	\$ -	\$ 6,321.70
SPECIAL BRIDGE	190	\$ 503,621.45	\$ -	\$ 1,979.07	\$ 501,642.38
MENTAL HEALTH	200	\$ 56,396.89	\$ 27,864.25	\$ -	\$ 28,532.64
MENTAL RETARD	210	\$ 56,385.37	\$ 27,864.25	\$ -	\$ 28,521.12
FAM LIFE CENTER BOND & INT	216	\$ -	\$ -	\$ -	\$ -
AMBULANCE	220	\$ 356,568.70	\$ 50,631.99	\$ -	\$ 305,936.71
CHEROKEE COUNTY 911	224	\$ 317,791.42	\$ 5,205.58	\$ -	\$ 312,585.84
FEMA PUBLIC ASSISTANCE GRANT	227	\$ -	\$ -	\$ -	\$ -
APPRAISAL	230	\$ 147,502.27	\$ -	\$ 8,202.00	\$ 139,300.27
COUNTY BLDG	250	\$ 1,005.64	\$ -	\$ -	\$ 1,005.64
EMPL. BENE	260	\$ 933,972.85	\$ -	\$ -	\$ 933,972.85
PAYROLL W/HOLD	265	\$ -	\$ -	\$ -	\$ -
SPECIAL (TORT) LIABILITY	290	\$ 17,047.06	\$ -	\$ -	\$ 17,047.06
ELDERLY	300	\$ 18,701.37	\$ 271.02	\$ -	\$ 18,430.35
DESIGNATED DV & SA PROSEC	301	\$ -	\$ -	\$ -	\$ -
CDBG-Grant Family Life	302	\$ -	\$ -	\$ -	\$ -
08LEPC PLAN/TRAIN GRANT	303	\$ -	\$ -	\$ -	\$ -
SPIDER PROGRAM	304	\$ 9,132.61	\$ -	\$ -	\$ 9,132.61

<u>FUND</u>	<u>FUND #</u>	<u>Balance 2016</u>	<u>June A/P</u>	<u>June P/R</u>	<u>BALANCE</u>
<u>E/P GRANT</u>	<u>306</u>	\$ 201.43	\$ -	\$ -	\$ 201.43
<u>COPS GRANT</u>	<u>307</u>	\$ 31,045.65	\$ -	\$ -	\$ 31,045.65
<u>JUVENILE BLOCK GRANT</u>	<u>309</u>	\$ -			\$ -
<u>LANDFILL</u>	<u>310</u>	\$ -	\$ -	\$ -	\$ -
<u>REMODEL GRANT</u>	<u>313</u>	\$ -			\$ -
<u>INVESTIGATOR GRANT</u>	<u>314</u>	\$ -			\$ -
<u>GALENA MINE CLOSURE</u>	<u>317</u>	\$ -			\$ -
<u>EMERG SHELTR GRANT</u>	<u>338</u>	\$ 500.00			\$ 500.00
<u>SEWER DIST #1 BOND & INT</u>	<u>320</u>	\$ 5,542.84			\$ 5,542.84
<u>SEWER DIST #1 OPER & MAINT</u>	<u>330</u>	\$ 27,804.58	\$ 4,737.11	\$ 1,236.68	\$ 21,830.79
<u>SHELTERED WORKSHOP BD & IN</u>	<u>340</u>	\$ 17.00			\$ 17.00
<u>SPECIAL HIGHWAY IMPROVEMT</u>	<u>360</u>	\$ 1,264.20			\$ 1,264.20
<u>SPECIAL ROAD MACHINERY</u>	<u>370</u>	\$ 100.00			\$ 100.00
<u>COUNTY BOND & INTEREST</u>	<u>390</u>	\$ 1,340.54			\$ 1,340.54
<u>PROS ATTORN TRAIN</u>	<u>410</u>	\$ 1,773.79	\$ -		\$ 1,773.79
<u>ELECTRONIC MONITORING</u>	<u>412</u>	\$ 910.00			\$ 910.00
<u>ATTORNEY APPLICATION FEE</u>	<u>413</u>	\$ 18,723.91			\$ 18,723.91
<u>DIVERSION SUPERVISION FEE</u>	<u>414</u>	\$ 5.00			\$ 5.00
<u>ADMINISTRATION FEE BAD CKS</u>	<u>415</u>	\$ 88.81			\$ 88.81
<u>SPECIAL PARKS & RECREATION</u>	<u>430</u>	\$ (2,236.40)	\$ -		\$ (2,236.40)
<u>SPEC ALCOHOL</u>	<u>440</u>	\$ 2,358.55	\$ -		\$ 2,358.55
<u>TOURISM</u>	<u>450</u>	\$ (28.00)	\$ -		\$ (28.00)
<u>INFORMATION NETWORK OF KS</u>	<u>465</u>	\$ 28,446.20			\$ 28,446.20
<u>BANKRUPTCY FUND</u>	<u>470</u>	\$ 1,865.21	\$ -		\$ 1,865.21
<u>CONCEALED WEAPON APPS</u>	<u>489</u>	\$ 16,854.10	\$ -		\$ 16,854.10
<u>SPECIAL LAW ENFORC TRUST</u>	<u>490</u>	\$ 28,917.07	\$ -		\$ 28,917.07
<u>DRUG TAX STAMP FUND</u>	<u>491</u>	\$ 2,233.25			\$ 2,233.25
<u>CO ATTY SPEC LAW ENFORC</u>	<u>492</u>	\$ 628.56			\$ 628.56
<u>Drug Forfeiture Fund</u>	<u>493</u>	\$ 1,080.06			\$ 1,080.06
<u>Justice Assistance Grant</u>	<u>494</u>	\$ -			\$ -
<u>DRUG FREE GRANT 91-03</u>	<u>495</u>	\$ -			\$ -
<u>RURAL WATER #8 GRANT</u>	<u>505</u>	\$ 246.00			\$ 246.00
<u>FLOOD PURCHASE AGREEMENT</u>	<u>513</u>	\$ -			\$ -
<u>FLOOD BUYOUT PROG 1997</u>	<u>517</u>	\$ -			\$ -
<u>SIREN</u>					\$ -
<u>NSP</u>	<u>353</u>	\$ 183.03			\$ 183.03
					\$ -
			\$ 254,089.14	\$ 182,189.80	



Cherokee County, Kansas

Economic Development

"the corner of opportunity"

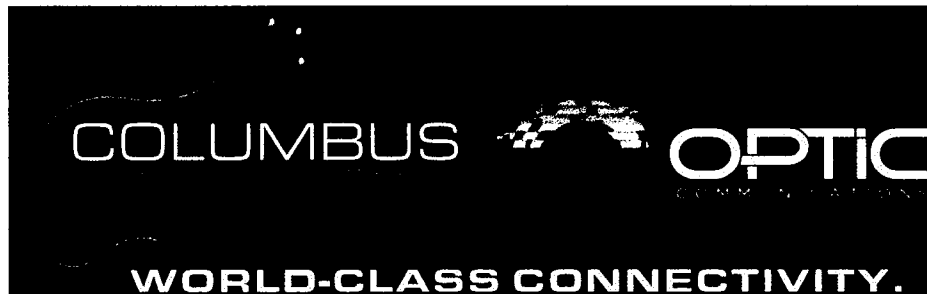
Members (as of 6/3/16)

Diamond Level:

CROSSLAND

CONSTRUCTION COMPANY, INC.

Platinum Level:



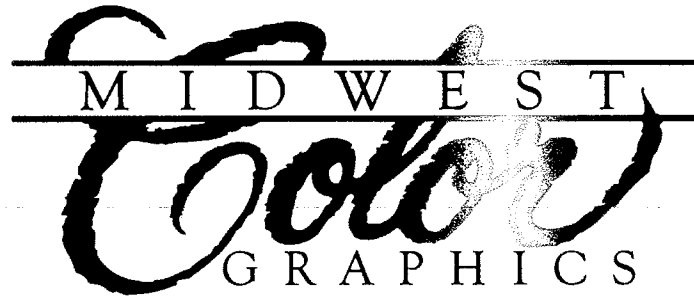
Gold Level:



Kingrey-Kellum Agency, Inc.

Silver Level:

Hilderbrand Agency, LLC



Bronze Level:

Columbus Chamber of Commerce

Penmac Staffing, Inc.



Cherokee County, Kansas

Economic Development

"the corner of opportunity"

Business Membership Levels & Benefits

Diamond Level - \$4,000 and up

- Business name & logo included in ED Corporation's monthly electronic newsletter
- Featured in an issue of the ED Corporation's monthly electronic newsletter
- Business name, company description, logo, and link to website included on the ED Corporation website
- May promote unlimited job openings annually at no cost in the ED Corporation's biweekly Job Blast
- Receive a complimentary table (8 seats) to the ED Corporation Annual Dinner
- Receive one (1) complimentary registration to ED Corporation events and a 50% discount for additional registrants
- Are invited to host ED Corporation events
- Receive special recognition at all ED Corporation events
- Are invited to serve in an advisory capacity to ED Corporation Board & Executive Director

Platinum Level - \$2,000

- Business name & logo included in ED Corporation's monthly electronic newsletter
- Featured in an issue of the ED Corporation's monthly electronic newsletter
- Business name, company description, logo, and link to website included on ED Corp. website
- May promote 20 job openings annually at no cost in the ED Corporation's biweekly Job Blast
- Receive four (4) complimentary tickets to the ED Corporation Annual Dinner
- Receive a 50% discount when registering for ED Corporation events
- Are invited to host ED Corporation events

Gold Level - \$1,000

- Business name & logo included in ED Corporation's monthly electronic newsletter
- Business name and company description listed on ED Corporation website
- May promote 12 job openings annually at no cost in the ED Corporation's biweekly Job Blast
- Receive two (2) complimentary tickets to the ED Corporation Annual Dinner
- Receive a 25% discount when registering for ED Corporation events
- Are invited to host ED Corporation events



Cherokee County, Kansas

Economic Development
"the corner of opportunity"

Cherokee County Economic Development Corporation 2016-2017 Membership Form

Company Name: _____

Contact Name: _____ Title: _____

Street Address: _____

Mailing Address (if different from above): _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Company Description: _____

Membership Level:

Supporter Level - \$100

Gold Level - \$1,000

Bronze Level - \$250

Platinum Level - \$2,000

Silver Level - \$500

Diamond Level - \$4,000 and up

Please specify amount: _____

Desired Payment Schedule:

Annual

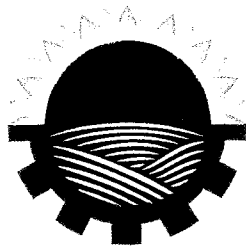
Semi-Annual

Quarterly

Signature: _____ Date: _____

Please return membership form to:
Cherokee County Economic Development Corporation, 104 S. Kansas, Columbus, KS 66725.

Investing in Our Future



Cherokee County, Kansas

Economic Development

"the corner of opportunity"

Background & Introduction

The Cherokee County Economic Development Advisory Committee was created by Cherokee County Resolution No. 7-2013, adopted on March 25, 2013 by the County Commission. The Committee was tasked with meeting, exploring, and creating solutions for economic development throughout Cherokee County.

In April 2013, the County Commission appointed members of the Advisory Committee and engaged Smart Solutions Group to work with committee members to develop a business plan to guide the organization. The plan, adopted in August 2013, identified six primary outcomes for economic development in the county.

- 1. Economic Development will become a greater priority in Cherokee County and a new organization will be started and staffed that will be responsible for county wide economic development efforts working closely with the local communities.**
- 2. The new organization will maintain regular contact with, and work closely with existing business.**
- 3. The organization will prioritize the infrastructure that will be needed to assist and attract business growth.**
- 4. The organization will identify key target businesses that present the best opportunity for growth in the county.**
- 5. The organization will develop an aggressive marketing plan for both internal and external customers.**
- 6. The organization will work to create and improve the business and community backbone needed to grow the tourism industry in Cherokee County.**

The County Commission also authorized funding to allow the Committee to begin working toward these outcomes. These funds made the accomplishments outlined on the following pages possible and continue to sustain the organization today.

Activities & Accomplishments (2013-2016)

Outcome #1 - Organization:

- Hired an Executive Director (November 2013).
- Formed an Economic Development Corporation and received 501(c)(6) designation from the IRS (February 2014).

Outcome #2 - Business Retention & Expansion:

- Visited and completed a comprehensive business survey with 43 major employers in late 2014 & 2015 as part of a Business Retention & Expansion effort. The survey allowed us to learn more about all aspects of these businesses as well as the concerns, problems, or opportunities they are facing. Many of these initial visits led to follow-up requests for assistance (see two examples below).



Groundbreaking for ATEC Steel Office Addition – June 26, 2015

- Prepared & submitted an application for a KDOT Economic Development grant to widen 5th Street in Baxter Springs to benefit ATEC Steel and neighboring businesses. KDOT granted the county \$785,000 toward the \$1.1 million project. The guarantee of roadway improvements facilitated ATEC investing \$2 million in a 10,000 square foot office addition, new equipment, and other improvements. The company also expects to add up to 30 new jobs.

Outcome #2 - Business Retention & Expansion (Cont.):

- Responded to a request from Calibrated Forms for assistance in securing the Folder Express plant in Columbus. Provided data on the regional workforce, connected company representatives with the Kansas Department of Commerce and City of Columbus, and provided other information and assistance to facilitate Ennis' decision. The relocation of Folder Express to Columbus represents up to 85 new jobs and \$6.5 million in capital investment.
- Provided information & resources in response to other requests from local businesses and aspiring entrepreneurs. These requests varied but included questions about exporting, property tax abatements, business licenses/tax identification numbers, writing a business plan, financing start-up/expansion, and marketing/branding.
- Actively participated in the county's Certified Work Ready Community initiative helping to recruit supporting employers, establish a WorkKeys testing site at Coffeyville Community College – Columbus Technical Campus, and otherwise achieve our certification goals. Cherokee County became the first ACT Certified Work Ready Community in Kansas in February 2016 and is one of only 99 counties certified nationwide.



Certified Work Ready Kick-Off Event – September 16, 2014

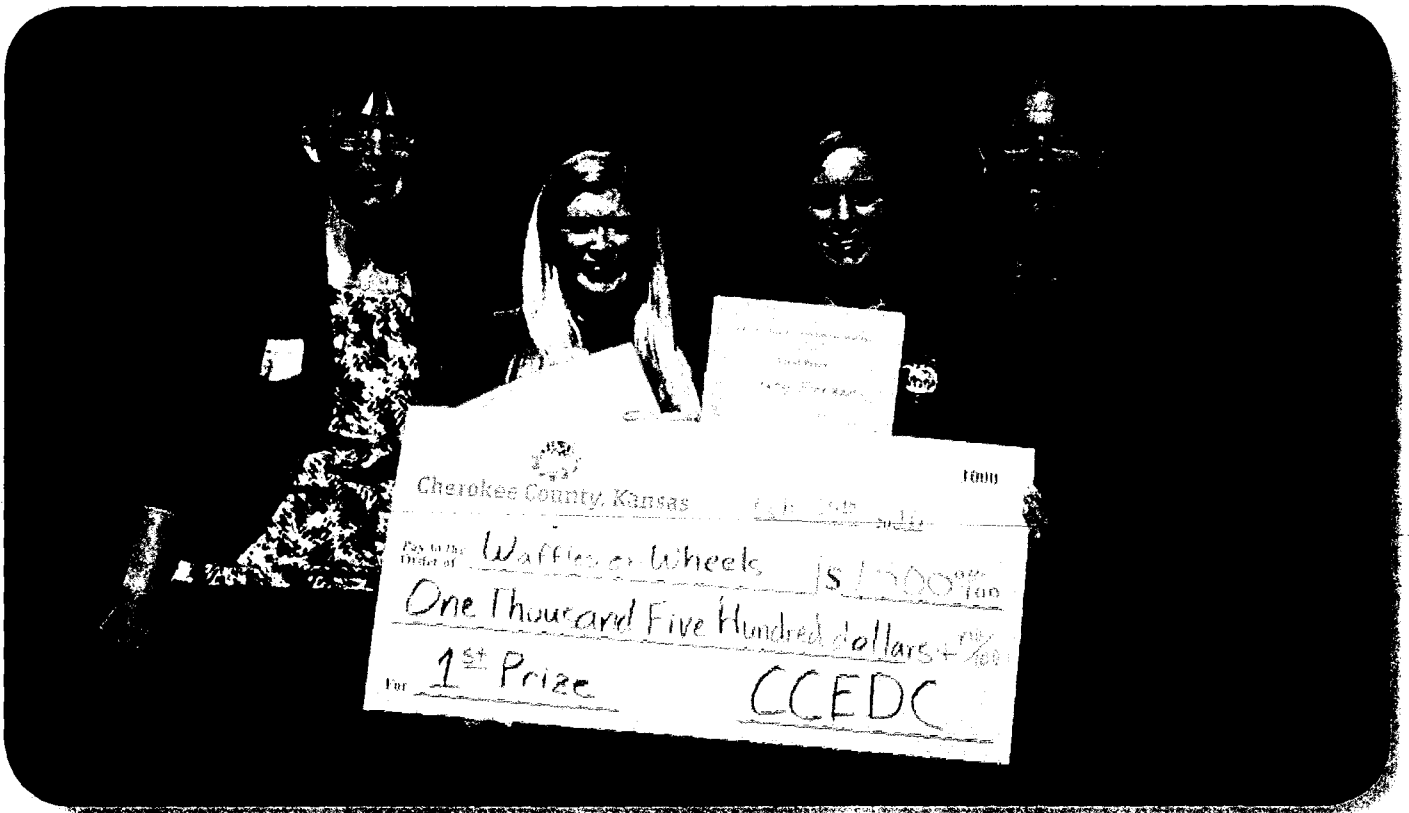
- Facilitated meetings between Kansas Global Trade Services and three Cherokee County manufacturers interested in growing exports (January 2015).
- Launched a bi-weekly Job Blast in November 2015. The Job Blast is distributed via email and shared on social media (at times reaching 10,000+ views on Facebook). Twenty-four (24) employers have advertised openings to date and several have reported that they have received quality candidates from their posting in the Job Blast.

Outcome #3 - Infrastructure:

- Collected & maintained information on available buildings and properties in the county suitable for business development. Buildings and sites suitable for industrial and/or other larger projects are maintained on Location One, a website designed to help site selectors identify properties.

Outcome #4 – Targeted Business Attraction

- Engaged Brand Acceleration to conduct a target industry analysis. Industries identified were: Agriculture & Food, Distribution, Manufacturing, Tourism, and Healthcare. Our website features these target industries.
- Submitted Cherokee County buildings & properties in response to site selector inquiries. One or more buildings and/or properties in the county have been submitted for 13 projects. As a result, we have hosted a company considering relocating to Cherokee County from the Chicago area and expect them to visit the county again soon. This relocation would bring at least 30 jobs.
- Promoted Cherokee County to site selectors in the Chicago area and called on a prospect (see above) while attending the Private Label Manufacturers Show with the Joplin Regional Partnership (2014 & 2015).
- Identified Entrepreneurship as an additional target.
- Applied for and received Entrepreneurship Community (E-Community) designation from NetWork Kansas in 2014. Cherokee County is one of 55 E-Communities in the State of Kansas.
- Developed an E-Community revolving loan fund of \$74,000 by selling Entrepreneurship Tax Credits allocated to Cherokee County by NetWork Kansas. This loan fund is available to help new and expanding businesses in the county with that last amount of capital they need to start or grow.
- The sale of Entrepreneurship Tax Credits also generated \$9,200 to help promote entrepreneurship in the county. These funds helped cover the cost of the Ice House Entrepreneurship Program (see more on this below).
- Held the first-ever Cherokee County Youth Entrepreneur Fair on February 25, 2015 with 35 students from three districts participating (Baxter Springs, Columbus, & Southeast). Prizes totaling \$3,325 were awarded (\$2,350 from business sponsors).
- A second annual County Youth Entrepreneur Fair was held on February 24, 2016. Thirty-four (34) students from four districts (Baxter Springs, Columbus, Riverton, & Southeast) competed for \$4,010 in prizes provided by local businesses. The top two finishers will continue on to the Kansas Entrepreneurship Challenge in April 2016 at Kansas State University.



Economic Development Director Janet Miller, 2016 First Prize Winners Camrin Sellers & Katey Freeman from Southeast High School, and First Prize Sponsor Mark Turnbull with the Joplin Regional Partnership

Outcome #4 – Targeted Business Attraction (Cont.):

- Hosted the Southeast Kansas Youth Entrepreneurship Challenge on April 29, 2015. Five students from the Cherokee County Youth Entrepreneur Fair continued on to this regional competition.
- Invited by NetWork Kansas to share our Youth Entrepreneur Fair expertise with other E-Communities across the state via a conference call in November 2015.
- Offered the Ice House Entrepreneurship Program, an 8-week course to help participants learn to think more entrepreneurially. The course got underway on March 1, 2016 with 21 participants. Crossland Construction and Walmart provided \$1,500 to help cover the cost of the program.
- Engaged in the E-Accelerator process in which we are developing and implementing strategies to assist local businesses. To date, we have put together a list of more than 650 businesses in Cherokee County, categorized these businesses, and identified “priority” categories. We are currently in the process of surveying the 50+ businesses in these “priority” categories to determine our strategy moving forward.

Outcome #5 - Marketing:

- Established a Cherokee County Economic Development website (www.cherokeecountykansas.com) and social media presence (@CherokeeCoKS on Twitter and Cherokee County, Kansas on Facebook). (September 2014)
- Created a monthly email newsletter to keep the public better informed of our activities (February 2015).

Outcome #6 - Tourism:

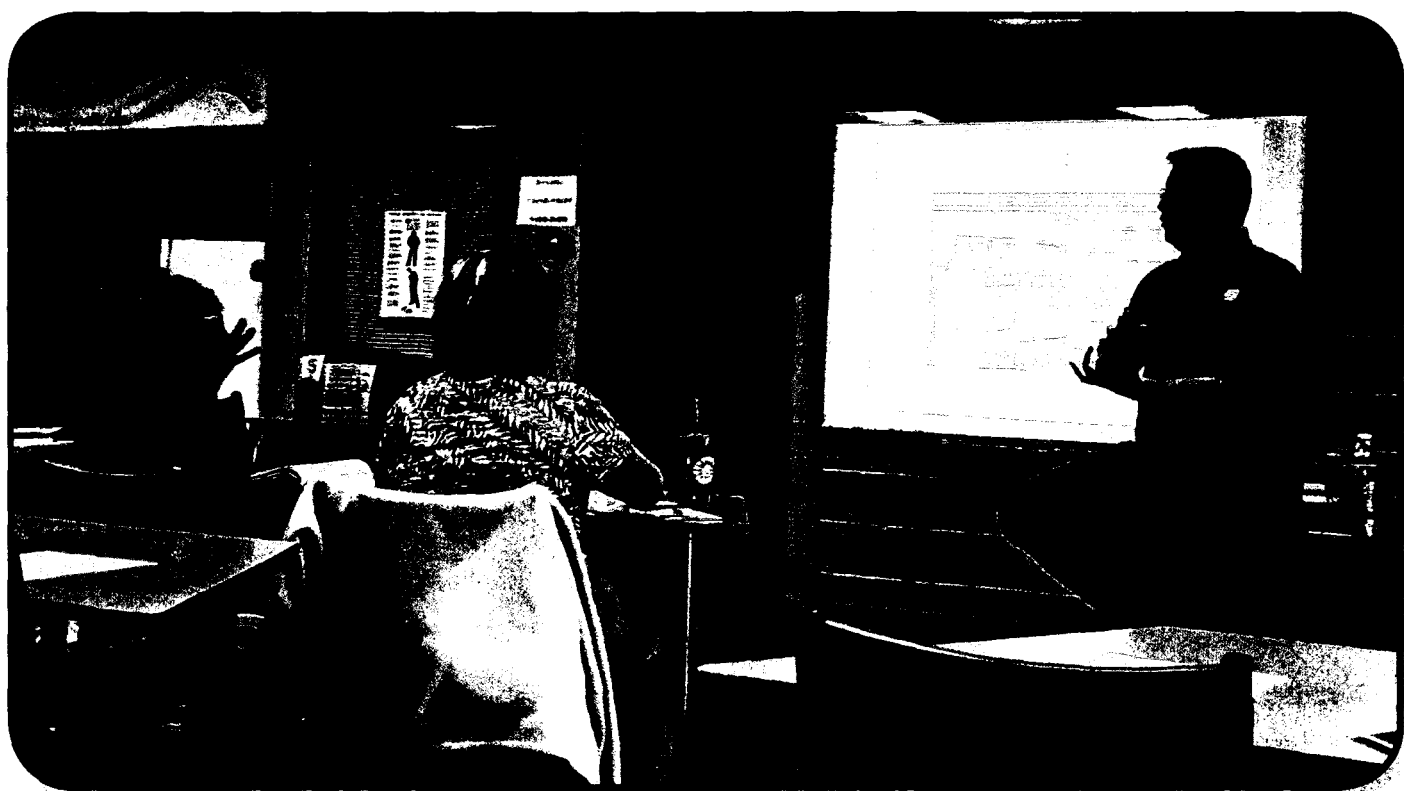
- Maintained listings for more than 75 county businesses & attractions on TravelKS.com.
- Hosted Cherokee County Tourism Roundtables in June 2015, September 2015, and February 2016 with plans to continue meeting quarterly. The Roundtable was created to allow an opportunity for people from across the county to keep each other informed of activities and events that might be of interest to tourists and to discuss areas of common interest. Gatherings have been well attended (June – 17 participants, Sept. – 10, & Feb. – 12) and each has included representation from across the county.
- Secured a lobbyist to support amending the Kansas Expanded Lottery Act lowering the investment level required for the construction of a Southeast Kansas Casino and supported Castle Rock Casino Resort's proposal for a Cherokee County casino.

Other Activities/Accomplishments:

- Researched grants utilizing eCivis in response to requests from cities & organizations. Provided economic data and wrote letters of support for cities and organizations submitting applications.
- Participated in meetings and other activities of the: Baxter Springs Chamber of Commerce (board member), Baxter Springs Economic Development Committee, Columbus Chamber of Commerce (board member), Columbus Economic Development Corporation (board member), Historic Route 66 Byway Committee (committee member), Galena Economic Development Committee, Kansas Economic Development Alliance, Kansas Historic Route 66 Association, SEK Inc., Joplin Regional Partnership, Highway 69 Association, and Project 17.
- Supported the legislature's expansion of the Rural Opportunity Zone Program in 2014 to include Cherokee County and, after passage, promoted the program to individuals and employers. Followed up with more than 30 individuals expressing interest in relocating to the county through the program website.
- Following the Baxter Springs tornado in April 2014, we advertised those Baxter Springs businesses that were unaffected by the storm and co-hosted an informational meeting for impacted businesses.

Other Activities/Accomplishments (Cont.):

- Hosted a town hall meeting regarding the proposed landfill at Highway 69A & Lostine Road (July 2014).
- Successfully applied to the Kansas Department of Commerce for a website scholarship (\$225 value) on behalf of the City of Galena (September 2014).
- Handled arrangements for Governor Brownback's Small Business Roundtable in Baxter Springs (April 2015).
- Invited by Crawford County to share lessons learned establishing a countywide economic development effort (September 2015).
- Presented a 3-hour session on Economic Development to Columbus High School Juniors in the Chamber's Junior Leadership Class (2014, 2015, & 2016) & discussed entrepreneurship as a career option at Career Day at Baxter Springs High School (March 2015).



Brian Hight, owner of Magnolia Scents by Design in Independence, KS and Greenville, SC, shares his entrepreneurial experience with participants in the Ice House Entrepreneurship Program.

The Year Ahead

Outcome #1 - Organization:

- Broaden base of financial support to include additional public & private donors.

Outcome #2 - Business Retention & Expansion:

- Maintain list of businesses in the county.
- Expand Business Retention & Expansion Program with visits to at least 24 additional firms and follow-up on a regular basis.
- Respond to requests for assistance from businesses.
- Continue work on the Certified Work Ready Communities initiative in an effort to increase awareness of the initiative among employers and jobseekers, grow the number of jobseekers and students earning the National Career Readiness Certificate (NCRC), and grow the number of employers recommending or requiring the NCRC as part of their hiring process.
- Produce bi-weekly Job Blast and work to increase awareness among businesses hiring and jobseekers.

Outcome #3 - Infrastructure:

- Maintain list of available buildings and sites in the county suitable for business development.
- Work to ensure sites with the potential for development have the necessary infrastructure and are ready to develop.

Outcome #4 – Targeted Business Attraction:

- Submit buildings and sites in response to project leads and inquiries.
- Stay in contact with existing prospects.
- Promote the E-Community Loan Fund to increase awareness that it is available to help new and expanding businesses in the county.
- Finish surveying businesses prioritized in the E-Accelerator process. Based on survey results, develop and implement strategies to assist these and other local businesses.
- Explore opportunities to provide additional entrepreneurial and business training in the county.
- Put on the 2017 Cherokee County Youth Entrepreneur Fair.

Outcome #5 - Marketing:

- Maintain organizational website and social media presence.
- Continue producing our monthly email newsletter.

Outcome #6 - Tourism:

- Organize quarterly Tourism Roundtables open to anyone with an interest in boosting the number of visitors to Cherokee County. Work to increase awareness of and participation in the gatherings.
- Maintain listings for Cherokee County businesses and attractions on TravelKS.com
- Develop a plan to market the County as a tourist destination and a budget to do so.
- Establish and maintain an online calendar of events in the county that are of interest to tourists.
- Create a social media presence to promote tourism in the county.

Other Activities:

- Provide data and support for communities and organizations submitting grant applications.
- Continue involvement with Chambers and other organizations (local, regional, state, and national) with shared goals.
- Watch for and take advantage of other opportunities to enhance the county's infrastructure, workforce, and/or other factors critical for economic development.

Conclusion

The Cherokee County Economic Development Corporation has made tremendous progress in just a few years. However, economic development is a long-term effort, and a sustained commitment will be needed if we are to develop and maintain the ability to retain and attract people, businesses, and investment in the county. This will require support and leadership from the county, cities, businesses, and other stakeholders. We invite you to join us as a member to help continue this important work and ensure a bright economic future for current and future Cherokee County residents.

Cherokee County Economic Development Corporation

Board of Directors:

Position #1 (Weir) - Amy Zortz

Position #2 (Scammon) – Bob Norris

Position #3 (Columbus) - Thomas Niegisch

Position #4 (Baxter Springs) - Brian Smith

Position #5 (Galena) - Dale Oglesby

Position #6 (Commissioner District #1) - David Nelson

Position #7 (Commissioner District #2) - Trish Carroll

Position #8 (Commissioner District #3) – Vacant

Position #9 (County Commissioner) – Robert Myers

Executive Director & Offices:

Janet Miller

104 S. Kansas Ave.

Columbus, KS 66725

(620) 762.0717 (C)

ecodev@cherokeecounty-ks.gov

Online & Social Media



www.cherokeecountykansas.com



Cherokee County, Kansas



@CherokeeCoKS

