

2013
17

RESOLUTION NO. 2013-17

A Resolution Appointing a Part-time County Appraiser

WHEREAS, the Board of County Commissioners of Jackson County, Kansas, pursuant to Kansas Statutes Annotated 19-430 dealing with the appointment term and qualifications of an Appraiser, hereby resolve to perform the following acts, to-wit:

BE IT RESOLVED that the Board of County Commissioners of Jackson County, Kansas finds that Lawrence H. Reynolds is a qualified individual and is qualified according to the Kansas statutes pertaining to County Appraiser, which appear at K.S.A. 19-425, et seq.

BE IT FURTHER RESOLVED that the Board of County Commissioners of Jackson County, Kansas hereby appoint Lawrence H. Reynolds to be a part-time Appraiser for a term of approximately 4 years, the employment to begin on July 1, 2013 and continuing until June 30, 2017, or until a successor may be appointed.

BE IT FURTHER RESOLVED that Lawrence H. Reynolds shall devote not less than one-half time toward the performance of duties as the County Appraiser for Jackson County, Kansas.

Dated this 24th day of June, 2013.



Attest:

Kathy Mick

Kathy Mick, County Clerk

**Board of County Commissioners,
Jackson County, Kansas**

Ed Kathrens

Ed Kathrens, Chairman

Janet Zwonitzer

Janet Zwonitzer, Member

William Elmer

William Elmer, Member

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 24th day of June, 2013, by and between the **Board of County Commissioners of Jackson County, Kansas**, hereinafter referred to as **Commission**, and **Lawrence H. Reynolds**, hereinafter referred to as **Appraiser**.

RECITALS

WHEREAS, Jackson County, Kansas, by and through the Board of County Commissioners of Jackson County, Kansas, have agreed to employ Lawrence H. Reynolds, 5960 S.W. 23rd Terrace, Topeka, Kansas, 66614, as a County Appraiser for Jackson County, Kansas pursuant to K.S.A. 19-425, et seq.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, Jackson County, Kansas by and through the Board of County Commissioners Jackson County, Kansas agree to employ Lawrence H. Reynolds as a FSLA exempt employee for the position of County Appraiser for Jackson County, Kansas under the terms and conditions that are hereinafter set forth:

1. **Semi-monthly Salary.** The **Appraiser** shall receive a semi-monthly salary of \$1,750.00 for the performance of his duties.
2. **Description of Duties.** In any week when the **Appraiser** is not in his office, he will call into the office to check on any duties the **Appraiser** might need to perform. The position of part-time Appraiser will not exceed 980 hours for any calendar year. The position of Jackson County Appraiser is not a KPERS covered position, and there will be no KPERS assessment deducted from his salary or paid by Jackson County, Kansas. The **Appraiser** shall receive no paid vacation time, however, the **Appraiser** may take vacation time with prior approval from the **Commission**. The **Appraiser** shall submit any request to the **Commission** at least two weeks in advance of any vacation time requested. The **Appraiser's** work hours will fluctuate monthly. The **Appraiser** shall be present at the Jackson County Courthouse every non-holiday Monday for the hours between 1:00 p.m. and 4:30 p.m. If a Monday falls on a county holiday, the **Appraiser** shall be present the Tuesday immediately following the Monday holiday for the hours between 1:00 p.m. and 4:30 p.m. The **Appraiser** may schedule an alternate day

of the week, other than Monday to be present, with the prior approval from the **Commission**. The **Appraiser** shall provide a schedule of any and all times of vacation and rescheduled regular courthouse scheduled meeting times to the **Commission** and the Appraiser's office personnel.

The **Appraiser** also acknowledges that some of his essential duties will be attendance at his office in Jackson County, Kansas when the tax statements are mailed out, when valuation notices are mailed out and on the days following the mailings. Attendance will also be suggested when values are certified to the Jackson County Clerk and transferred to the tax system. The **Appraiser** will conduct, oversee and supervise all hearings with taxpayers and the Court of Tax Appeals. The **Appraiser** will also be requested to be in attendance at other times when requested by the **Commission**.

3. **Annual Review Increase**. The **Appraiser** does not request any salary increase during the term of his employment, and any salary increase or review of salary would be at the pleasure of the **Commission** and not requested by the **Appraiser**.
4. **Expenses**. The parties agree that expenses shall be paid in the following manner, to-wit:
 - a. **Continuing Education**. Jackson County, Kansas agrees to pay for any continuing education the **Appraiser** might be required to have in order to maintain his appraiser's license during the period of employment. Jackson County, Kansas also agrees to pay for any schooling expense, workshops or meetings that the **Appraiser** will need to attend.
 - b. **Mileage**. Jackson County, Kansas agrees to pay mileage to the **Appraiser** for the attendance at any meetings, conferences, seminars and workshops that the **Appraiser** needs to attend. However, the **Appraiser's** travel between his home in Topeka, Kansas and his place of employment in Holton, Kansas shall not be compensated by Jackson County, Kansas.
 - c. **Equipment**. Jackson County, Kansas will be responsible for the costs of office supplies and other equipment incurred in the operation of the Jackson County Appraiser's Office.
5. **Performance of Duties**. The **Appraiser** agrees to perform faithfully the duties of County Appraiser for Jackson County, Kansas and to devote sufficient time and effort to such duties in the County to facilitate the proper performance of the same. Nothing in this agreement shall prohibit Jackson County, Kansas from making use of full remedies of K.S.A. 19-331 pertaining to a suspension or termination of the Jackson County Appraiser whereby the Board of County Commissioners of Jackson County, Kansas shall determine there is such evidence satisfactory to such Board that the Appraiser of Jackson County, Kansas has failed or neglected to properly perform the duties of office, by reasons of incompetency or for any other cause, and the Board shall enter upon its

journal an order suspending or terminating the County Appraiser from office.

6. **Payment.** The **Appraiser** will be paid on a semi-monthly basis.
7. **Effective Date.** The parties agree that this agreement shall begin on July 1, 2013 and is conditioned upon the requirement that the **Appraiser** shall be appointed as the County Appraiser for a period of four (4) years. The Agreement shall terminate on June 30, 2017.
8. **Termination.** If either party to this agreement wishes to terminate this agreement, they may do so by giving written notice to the other party at least ninety (90) days prior to the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have signed their names as of the day and year first above written.

**Board of County Commissioners
of Jackson County, Kansas**

Ed Kathrens

Ed Kathrens, Commissioner, 1st District

Lawrence H. Reynolds

Lawrence H. Reynolds

Janet Zwonitzer

Janet Zwonitzer, Commissioner, 2nd District

William Elmer

William Elmer, Commissioner, 3rd District

Attest:

Kathy Mick

Kathy Mick, Jackson County Clerk

