

Board of Crawford County Commissioners

Commissioners' Journal

2014, [EIGHTY-NINTH](#) MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS [Tuesday, December 16, 2014, 10:00 AM](#)

The Crawford County Board of Commissioners met pursuant to Kansas Statutes Annotated Chapter 19, Article 2, Section 18 in due and regular session with open doors.

Commissioner Bob Kmiec served as the presiding officer.

Commissioners Tom Moody and Carl Wood were in attendance.

County Clerk Don Pyle and County Counselor Jim Emerson were seated with the Board.

Chairman Kmiec led the pledge of allegiance.

UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING CONSENT AGENDA

On motion (14-305) of Commissioner Moody and the second of Commissioner Wood that the consent agenda be approved including:

1. Approval of the [December 12, 2014](#) minutes of the Board of Commissioners.

Yeas: Commissioners Moody, Kmiec and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed and the consent agenda was approved.

SIGNING OF MOTIONS

The County Clerk presented the following motions for Commissioners' signatures:

Motion 14	302	That the consent agenda be approved including: Approval of the December 9, 2014 minutes and Approval of the accounts payable warrant numbers 553690 to 553915 dated December 12, 2014 in the total amount of \$231,874.98
Motion 14	303	To make it known that the board hereby issues a license to "sell at retail", cereal malt beverages from the place of business as shown in the application 2015 Cereal Malt Beverage License APPLICANT: Larry Zerngast "Chicken Mary's" PREMISES: 1133 E 600th Ave, Pittsburg, KS (For consumption on the premises)
Motion 14	304	To recess this open session and go into a closed executive session for a period of not more than 30 minutes to discuss personnel matters involving Non-Elected Personnel and to include the Board of County

Board of Crawford County Commissioners

	Commissioners
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UNDER THE HEADING NEW BUSINESS

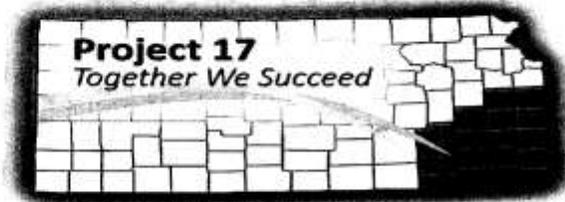
NEW BUSINESS FOR CRAWFORD COUNTY BOARD OF HEALTH PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS MESSAGES FROM THE PUBLIC

Item One: Ms. Heather Morgan, Executive Director Project 17, addressing updates and upcoming events. Ms. Morgan distributed information on the Project 17 issues that are being studied. She discussed the issues that the Project 17 area must overcome in order to be competitive with other areas in the state and region. Ms. Morgan discussed the changes in the structure of this organization that were made so that the organization can be more effective. Ms. Morgan discussed the Circles USA Program that is designed to help families find their way out of the cycle of poverty that seems to plague some families for generations. There was a discussion of the reforms that could be made to the welfare and assistance programs in order to provide incentives for recipients to make more at their jobs.

Ms. Morgan discussed some of the initiatives in the area that encourage innovation, entrepreneurship and training of the work force. Commissioner Wood was answered that there are no plans to move control of welfare programs back to the local level and that the legislature does not often get into problems that are so complicated. There was a good discussion of ways to address some of the problems with the current public assistance programs. There was also a discussion of the employment opportunities currently available in the area and the job skills that will be needed in the future.

Project 17

Heather Morgan
Executive Director
hmorgan@twspj17.org
785-323-7001



MESSAGES FROM APPOINTED OFFICIALS
MESSAGES FROM ELECTED OFFICIALS
MESSAGES FROM OTHER GOVERNMENTAL ENTITIES
PROCLAMATIONS AND ORDERS OF THE BOARD

Board of Crawford County Commissioners

NEW BUSINESS:

Item One: County Clerk Don Pyle presenting an application for a 2015 Cereal Malt Beverage License for C & B Investments, Inc. "Chicken Annie's Girard" to allow them to sell cereal malt beverages for consumption on the premises. Mr. Pyle stated that notices have been sent to the Sheriff, Zoning Administrator, County Attorney and the Township Clerk and that they had been given 10 days to respond and that no responses had been received.

Place on
City/County

100142

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of Crawford

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>004-48174461F-02</u>			
Name of Corporation <u>C & B Investments Inc</u>		Principal Place of Business <u>same</u>	
Corporation Street Address <u>498 E 47 HWY</u>		Corporation City <u>Girard</u>	State <u>KS</u>
		Zip Code <u>66743</u>	
Date of Incorporation <u>Robert A. Zagone!</u>		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name <u>110 N. 190th</u>		Phone No. <u>620 724 4090</u>	
Residence Street Address		City <u>Girard</u>	State <u>KS</u>
		Zip Code <u>66743</u>	

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>Chicken Annie's Girard</u>		Name	
Business Location Address <u>498 E 47 HWY</u>		Address	
City <u>Girard</u>	State <u>KS</u>	City	State
Zip Code <u>66743</u>		Zip	
Business Phone No. <u>620 724 4090</u>		<input type="checkbox"/> Applicant owns the proposed business location.	
		<input checked="" type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) <u>Robert Zagone!</u>			

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
(List each person and their spouse, father, mother, and children ages 18 and over.)			
Name <u>Robert A. Zagone!</u>	Position <u>president</u>	Date of Birth <u>2/4/64</u>	
Residence Street Address <u>110 N. 190th Street</u>	City <u>Girard</u>	State <u>KS</u>	Zip Code <u>66743</u>
Spouse Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Name <u>Carolyn A. Zagone!</u>	Position <u>secretreas</u>	Date of Birth <u>10/26/67</u>	
Residence Street Address <u>110 N. 190th Street</u>	City <u>Girard</u>	State <u>KS</u>	Zip Code <u>66743</u>
Spouse Name	Position	Age	
Residence Street Address	City	State	Zip Code
Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position	Age	
Residence Street Address	City	State	Zip Code

Board of Crawford County Commissioners

SECTION 5 - MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Manager or Agent Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 6 - QUALIFICATIONS FOR LICENSURE	
Within two years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age ¹ .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 6 - DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Robert A. Zaymel DATE 12-2-14

FOR CITY/COUNTY OFFICE USE ONLY:	
<input checked="" type="checkbox"/> License Fee Received Amount \$ <u>100</u> Date <u>12-2-14</u>	(\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)
<input checked="" type="checkbox"/> \$25 CMB Stamp Fee Received Date <u>12-2-14</u>	
<input type="checkbox"/> Background Investigation	<input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified
<input type="checkbox"/> New License Approved	Valid From Date _____ to _____ By: _____
<input type="checkbox"/> License Renewed	Valid From Date _____ to _____ By: _____
<input type="checkbox"/> Special Event Permit Approved	Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(a), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

¹ Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)

On motion (14-306) of Commissioner Moody and the second of Commissioner Wood to make it known that the matter of issuing a license to the applicant(s) listed below was discussed and considered by the Board, and there being no objection filed as provided by law and the Board knowing of no reason why a license should not be issued, the board hereby issues a license to "sell at retail", cereal malt beverages in broken case lots from the place of business as shown in the application as designated and described on the application as herein before set out, and that the County Clerk be hereby authorized and directed to execute the proper license which shall be signed by the Chairman of the Board of County Commissioners and the County Clerk of Crawford County, Kansas.

Board of Crawford County Commissioners

2015 Cereal Malt Beverage License

APPLICANT: C & B Investments, Inc. “Chicken Annie’s Girard”

PREMISES: 498 E 47 Hwy, Girard KS

(For consumption on the premises)

Yeas: Commissioners Moody, Kmiec and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Two: County Counselor Jim Emerson regarding a contract between Crawford County and KDOT for the construction of a bridge located 9.5 miles south and .7 miles east of Walnut in Crawford County. It was discussed that this bridge would be paid for 80% by KDOT and 20% with county funds.

Board of Crawford County Commissioners

Agreement No. 566-14

PROJECT NO. 19 C-4727-01
KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM
BRIDGE RECONSTRUCTION/REHABILITATION
CRAWFORD COUNTY, KANSAS

AGREEMENT

This Agreement is between **MICHAEL S. KING**, Secretary of Transportation, Kansas Department of Transportation (KDOT), (the "Secretary") and **Crawford County, Kansas** ("County"), collectively, the "Parties."

RECITALS:

- A. The County has requested and Secretary has authorized a county bridge project, as further described in this Agreement.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of county bridges for the purpose of reducing the number of deficient bridges in the State of Kansas and improving the transportation system through the State of Kansas for the benefit of the State Highway System and the traveling public generally.
- C. The Secretary and the County desire to construct the Project.
- D. Counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and state highways, provided however, in order to be eligible such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. "**Agreement**" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. "**Construction**" means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
3. "**Construction Contingency Items**" mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

Board of Crawford County Commissioners

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4. **"Construction Engineering"** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project
5. **"Consultant"** means any engineering firm or other entity retained to perform services for the Project.
6. **"Contractor"** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **"County"** means the County of Crawford, Kansas, with its place of business at 111 East Forest, Girard, Kansas, 66743.
8. **"Design Plans"** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement
9. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.
10. **"Encroachment"** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **"Hazardous Waste"** means includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
12. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
13. **"Letting" or "Let"** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

Board of Crawford County Commissioners

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14. **"NBI"** means the National Bridge Inventory, under the jurisdiction of the U.S. Department of Transportation, Federal Highway Administration.
15. **"Non-Participating Costs"** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
16. **"Participating Costs"** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
18. **"Preliminary Engineering"** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **"Project"** means all phases and aspects of the Construction endeavor to be undertaken by the County, being: **9.5 miles South and 0.7 mile East of Walnut in Crawford County, Kansas**, and is the subject of this Agreement.
20. **"Project Limits"** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **"Responsible Bidder"** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **"Right of Way"** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **"Secretary"** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
24. **"Utilities" or "Utility"** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

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ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Reimbursement of Project Costs.** The Secretary agrees to reimburse the County ninety percent (90%) of the total actual costs of Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), Construction Engineering, Right of Way, and Utility adjustments, but not to exceed \$120,000.00 for the Project; subject to the funding limitation established under Article II, paragraph 2. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), Construction Engineering, Right of Way, and Utility adjustments that exceed \$133,333.33 for the Project. Further, the Secretary shall not be responsible for the total actual costs of any Non-Participating Costs incurred for the Project.

2. **Funding Limitation.** The Secretary's participation in the funding of the Preliminary Engineering, Right of Way, and Utility adjustments work phases is restricted to the combined amount of the total costs for said work phases that are equal to fifteen percent (15%) or less of the total actual costs of Construction for the Project, or fifteen percent (15%) of State funds allocated for the project, whichever is less. All costs for said work phases that in the aggregate exceed fifteen percent (15%) of the total actual costs of Construction for the Project are deemed to be Non-Participating Costs.

3. **Reimbursement Payments.** The Secretary will make partial payments to the County for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing.

ARTICLE III

COUNTY RESPONSIBILITIES:

1. **Legal Authority.** The County agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Design and Specifications.** The County shall be responsible to make or contract to have made Design Plans for the Project. The County shall design the Project or contract to have the Project designed in conformity with the appropriate design criteria for the Project in accordance with the County's established procedures, criteria, and industry standards. Specifically, the County agrees to comply with the technical and other requirements listed in Exhibit A, Structure and Design Requirements, which is attached and incorporated into this Agreement by this reference. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

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3. **Letting and Administration.** The County will prepare or contract to have prepared the Design Plans for the Project, Let the contract, and award the Construction contract to the lowest responsible bidder. The County agrees to construct or have constructed the Project in accordance with the final Design Plans; inspect or have inspected the construction; administer the Project; and make the payments due the Contractor, including the portion of cost borne by the Secretary.

4. **Responsibility for Adequacy of Design.** The County shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the County's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the County, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the County.

5. **Authorization of Signatory.** The County shall authorize a duly appointed representative to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

6. **Inspections.** The County will provide the Construction Engineering necessary to determine substantial compliance with the final Design Plans and this Agreement. The County will require at a minimum all personnel, whether County or Consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the County executes an agreement for Construction Engineering, the agreement must contain this requirement as a minimum. The County may set additional clothing requirements for adequate visibility of personnel.

7. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the County will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the County, the County's employees, agents, subcontractors or its consultants. The County shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

8. **Indemnification by Contractors.** The County agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the County defends a third party's claim, the Contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

Board of Crawford County Commissioners

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9. **Financial Obligation.** The County will be responsible for ten percent (10%) of the total actual costs of Preliminary Engineering, Construction (which includes the costs of all Construction Contingency Items), Construction Engineering, Right of Way, and Utility adjustments, up to \$133,333.33 for the Project. In addition, the County agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$133,333.33. Further, the County agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project that exceed the Secretary's participation, as determined pursuant to Article II, paragraph 2, Funding Limitation. The County shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

10. **Additional Structure Removal.** If the Secretary's share of the Project costs will exceed \$120,000, the County is obligated to permanently close and request NBI removal of the additional structure identified for such removal on the KDOT Project Authorization Form. The County acknowledges that once the additional structure is removed from the NBI, that structure will no longer be eligible to receive state or federal funding.

11. **Reimbursement Requests.** The County shall submit invoices to the Secretary for reimbursement of costs incurred by the County for the Project. Invoices shall be submitted in amounts not less than \$1,000 and no more frequently than once per month. Invoices for reimbursement of costs for Preliminary Engineering, Right of Way, and Utility adjustments, are not eligible for reimbursement prior to the award of the Construction contract to the Contractor.

12. **Audit.** The County will participate and cooperate with the Secretary in an annual audit of the Project. The County shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the County for items considered non-participating, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

13. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the County shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary and all costs incurred by the County not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

14. **Maintenance of Project.** When the Project is completed and final acceptance is issued the County will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the County will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

15. **Cancellation by County.** If the County cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The County

Board of Crawford County Commissioners

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agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project. The County acknowledges and agrees that the County's failure to award the construction contract for the Project **within two (2) years of the Effective Date of this Agreement** will be considered a constructive act of cancellation by the County and the County will be deemed to have cancelled the Project for purposes of this Agreement. In such instance, the County will be subject to the reimbursement requirements set forth in this Article III, paragraph 15.

16. **Final Review.** Upon completion of the Project, the County shall notify Secretary and allow the Secretary or Secretary's designee to participate in a final review of the Project to confirm compliance with the terms of this Agreement. Reviews by the Secretary are not done for the benefit of County or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by County.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Final Plans and Attachments.** The final Design Plans, specifications, special provisions, Construction Contract Proposal (as available), the agreement estimate for Construction Engineering (if applicable), and other Special Attachments are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are made a part of this Agreement.

2. **Compliance with Federal and State Laws.** The County shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.

3. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

Board of Crawford County Commissioners

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6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the County, and their successors in office.

8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

The signature page immediately follows this paragraph.

Agreement No. 566-14

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

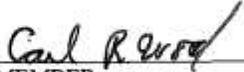
ATTEST:

CRAWFORD COUNTY, KANSAS

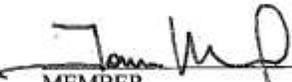

COUNTY CLERK 12/16/2014
(Date)


CHAIRPERSON

(SEAL)


MEMBER




MEMBER

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

BY: _____ (Date)
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

Board of Crawford County Commissioners

EXHIBIT A

KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM (Structure and Design Requirements)

- The County will acquire the services of a professional engineer, licensed in the state of Kansas to perform the design and analysis of the project. All plans shall have the seal and signature of the licensed engineer in charge of their development.
- Minimum of one (1) geology core sample and analysis at each project site.
- Basic Hydraulic Analysis using as a minimum HY-8.
- National Bridge Inventory (NBI) Item 113 Scour Analysis using Rapid Assessment worksheet (provided by KDOT-Bureau of Local Projects) (or equivalent calculations/design).
- Minimum Allowable Stress Design (ASD) foundation design/construction (Modified Engineering News Record (ENR) Formula for Pile Driving).
- Load and Resistance Factor Design (LRFD) HL-93 Superstructure Design.
- Load Factor Rating (LFR) and Load and Resistance Factor Rating (LRFR) Superstructure Load Ratings (including Federal Highway Administration (FHWA) mandated "Special Hauling Vehicles") using AASHTO Bridge Design and Rating (BrDR) (or compatible) design/rating model.
- Within 90 days of completion of construction a complete inventory inspection, including load ratings and scour analysis, shall be submitted to KDOT's Bureau of Local Projects.
- The owner is responsible for acquiring permits and clearances needed for the Project.

For longer structures, larger channels, higher volume roads, the "minimum" requirements may not suffice. Standard industry practice and sound engineering judgment in accordance with Kansas State Board of Technical Professions should be exercised at all times throughout the design and analysis phases of the Project.

All plans will bear the seal of a Professional Engineer licensed in Kansas.

On motion (14-307) of Commissioner Moody and the second of Commissioner Wood to approve the contract between Crawford County, Kansas, Michael S. King, Secretary of Transportation and the Kansas Department of Transportation regarding Project No. 19C-4727-01, Kansas Local Bridge Improvement Program.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Three: Commissioner Carl Wood regarding traffic on 250th Street in southeastern Crawford County. Commissioner Wood asked that County Counselor Jim Emerson draw up a resolution in regards to truck traffic on this road.

Board of Crawford County Commissioners

On motion (14-308) of Commissioner Wood and the second of Commissioner Moody to approve changes in regards to truck traffic on 250th Street in Crawford County and to have the County Counselor draft a resolution that includes those changes.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Four: Commissioner Wood wanted to know if the note for the Ambulance Building could be refinanced and Mr. Emerson stated that he had discussed this with the bank and that it could not be refinanced. Commissioner Wood was also answered that a tax sale would be held in January and another later in the year to get the county back on schedule with tax sales.

UNDER THE HEADING OLD BUSINESS

Item One: Commissioner Tom Moody regarding a possible 3% Cost of Living Raise for County Employees. Commissioner Carl Wood stated that he would like to target this raise for the lower paid employees in the county and he would like to keep the raises more uniform. Commissioner Moody stated that he would like to leave the cost of living raises up to the discretion of the Department Heads to make sure that they have that money in their budgets for these raises and to try to keep them even. The Commissioners felt that they should review all raises submitted for departments that are under their direct supervision. The Commissioners all agreed that elected officials and department heads should be very careful when making these adjustments to pay.

On motion (14-309) of Commissioner Moody and the second of Commissioner Wood to approve up to a 3% Cost of Living Raise for County Employees at the discretion of Elected Officials and Department Heads with raises for departments under the supervision of the Board of Commissioners to be reviewed by the County Commissioners.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Two: Commissioner Bob Kmiec regarding the establishment of an Early Retirement Program for Crawford County Employees. The Commissioners discussed some of the issues surrounding this program and how it would actually be administered.

Board of Crawford County Commissioners

BOARD OF COUNTY COMMISSIONERS
CRAWFORD COUNTY COURTHOUSE
GIRARD, KANSAS

RESOLUTION 2014-032

A RESOLUTION ESTABLISHING AN EARLY RETIREMENT PROGRAM FOR CRAWFORD COUNTY EMPLOYEES.

WHEREAS, the Board of County Commissioners, pursuant to K.S.A. §19-101a has the authority to set policies and procedures for County employees; and

WHEREAS, the Board of County Commissioners finds that an early retirement program has the potential to benefit both the retiree and the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Crawford County, Kansas:

Section 1. There is hereby established an early retirement program for all eligible County employees. Eligible employees are defined as follows:

a) Any employee whose total number of years of credited service under the Kansas Public Employees Retirement System (KPERS) and the number of years of attained age is equal or more than 85 as of December 31, 2015;

b) Any employee who is 62 years of age or older and has attained at least 10 service points (rounding allowed) under (KPERS) as of December 31, 2015.

Section 2. Any employee who agrees to participate in the early retirement program will be required to sign a "Resignation and Settlement Agreement", a copy of which is attached hereto as "Exhibit A" and is incorporated herein by reference. In order to be eligible for this program, an eligible employee must sign the appropriate forms no later than March 15, 2015. The employee must retire on or before their optimal retirement date as established by the County Fiscal Department unless their department head allows a later retirement date. In any event, the employee must retire by December 31, 2015.

Section 3. As compensation for accepting the early retirement program the County will pay the costs of maintaining

Board of Crawford County Commissioners

the employee's current level of health insurance until the employee reaches the age of 65. Provided however that if the County charges a fee for participation in the County Health Insurance Program, the retiree will be charged the same fee.

Section 4. The County Early Retirement Program is offered on a voluntary basis only and no eligible employee is required to participate.

Section 5. The Chairman of the Board of County Commissioners is hereby authorized to execute any and all documents necessary to comply with this resolution.

ADOPTED, APPROVED AND GIVEN, by the Board of County Commissioners of Crawford County, Kansas under our hands at the Courthouse in Girard, Crawford County, Kansas this 16th day of December, 2014.



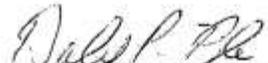
Bob Kmiec, Chairman

Carl R. Wood



Tom Moody

ATTEST:



Donald P. Pyle, County Clerk

On motion (14-310) of Commissioner Kmiec and the second of Commissioner Moody to adopt Resolution Number 2014-032 a Resolution Establishing an Early Retirement Program For Crawford County Employees.

Yeas: Commissioners Kmiec and Moody

Nays: Commissioner Wood

Present but not voting:

Absent or not voting:

The motion prevailed.

EXECUTIVE SESSION

UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS

FUTURE BUSINESS:

Item One: December 19, 2014 – Mr. Dennis Meier, Triad Environmental, opening rock bids.

Board of Crawford County Commissioners

Item Two: December 23, 2014, 10:00 AM – Public Hearing for the Crawford County Amended Budget for 2014.

ANNOUNCEMENTS:

Item One: December 24, 25 & 26, 2014 – The Courthouse and other county offices will close at 2:00 pm on December 24, 2014 and all day on December 25 & 26, 2014 in observance of the Christmas Holiday. The Commission Meeting on December 26, 2014 is cancelled.

Item Two: December 31, 2014 –The Crawford County Courthouse will close for the Annual Cash Audit at 10:00 AM, the Register of Deeds Office will be open until 10:00 AM but no documents will be recorded and the Motor Vehicle Offices will be closed all day.

Item Three: January 1, 2015 – The Crawford County Courthouse and all County Offices will be closed for New Year's Day.

UNDER THE HEADING MOTION TO ADJOURN MOTION TO ADJOURN

Item One: Adjournment

On the motion of Commissioner Kmiec and the second of Commissioner Moody to adjourn the [December 16, 2014](#) meeting of the Board of Crawford County Commissioners at [11:02 AM](#) and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Moody, Kmiec and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

In Testimony whereof, I have hereunto set my hand and caused to be affixed my official seal and submitted these minutes for the approval of the Board of Crawford County Commissioners:

Don Pyle
County Clerk

◇

This submission completed at the Crawford County Courthouse in Girard.
[Taken by DPP 12/16/14 at 11:02 AM, Amended by DPP 12/17/14 at 4:34 PM/amended BKW 12/18/2014 3:28 PM](#)