

Board of Crawford County Commissioners

Commissioners' Journal

2016, [THIRTY-SIXTH](#) MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS [Friday, May 13, 2016, 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 Tom Moody served as the presiding officer.

Commissioners Carl Wood and Jeff Murphy were in attendance.

Deputy County Clerk Larissa Bowman and County Counselor Jim Emerson were seated with the Board.

Chairman Moody led the pledge of allegiance.

UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING CONSENT AGENDA

On motion (16-154) of Commissioner Murphy and the second of Commissioner Wood that the consent agenda be approved including:

1. Approval of the [May 10, 2016](#) minutes of the Board of County Commissioners, and
2. Approval of the accounts payable warrant numbers **565058 to 565294** dated **May 13, 2016 in the total amount of \$295,753.85**, and
3. Authorizing the Chairman to sign the previous week's vouchers.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed and the consent agenda was approved.

SIGNING OF MOTIONS

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

Motion 16	150	That the consent agenda be approved including: Approval of the May 6, 2016 minutes
Motion 16	151	To adopt Resolution #2016-012, A Resolution of the Board of County Commissioners of Crawford County, Kansas, Adding and Creating an Active Transportation Advisory Board, Describing the Board's Authority and Duties, and Providing for the Appointment of Members Thereof

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Motion 16	152	To approve the April 2016 Clerk's Report
Motion 16	153	To recess this open session and go into a closed executive session for a period of not more than 15 minutes to discuss personnel matters involving Non-Elected Personnel and to include the Board of County Commissioners and County Counselor Jim Emerson

UNDER THE HEADING NEW BUSINESS

CRAWFORD COUNTY BOARD OF HEALTH

PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS

MESSAGES FROM THE PUBLIC

MESSAGES FROM OTHER GOVERNMENTAL ENTITIES

Item One: Mr. B.J. Harris, Executive Director, Crawford County Convention & Visitors Bureau presenting quarterly update. Mr. Harris handed out the 1st quarter update. He went over the update with the Commissioners. He stated the increase in revenue is very exciting. He said that the update is all very positive and from 2012 until now up more than 50%. Mr. Harris addressed some of the events that are upcoming. He discussed the new web site and stated that the design is done and it should be launched at the end of June. He stated that from a tourism standpoint, the website is very important He explained the Digital Marketing Campaign. He said that the last page of the update is a graph showing the 1st quarter success. Mr. Harris stated that Monday thru Thursday is set for business travel and Friday thru Sunday is for tourism. He stated that during the first quarter Crawford County was not able to accommodate all tourists during only 1 or 2 weekends and next year with the new hotel rooms Crawford County should be able to accommodate all tourists and revenue will increase tremendously. Mr. Wood asked about a coupon book to entice people to other businesses and Mr. Harris stated that they just put out a new visitor's guide, which the guides are done every 2 years.



Quarterly Commission Report

5-13-16

Board of Crawford County Commissioners

Summary

The first three months of 2016 proved to be the most successful 1st Quarter ever for Transient Guest Tax collection. While 2016 was slightly outpaced by 2014 in total room occupancy, this year saw a nearly 25% increase in overall revenue. This increase is a result of an overall increase in the average daily rate (ADR) of hotel properties in Crawford County. This 25% increase is the result of a more than \$200,000 increase in hotel revenues.

During the 1st Quarter of 2016, Crawford County was able to see the benefits of the Robert W. Plaster Center, hosting eight Indoor Track & Field meets, including the 2016 NCAA Division II Indoor Championship. The Robert W. Plaster Center, as well as partnerships with both Pittsburg High School and Frontenac High School, allowed us to host major events in 9 of the first 12 weekends of 2016.

The 2nd Quarter of 2016 started with a busy April. We welcomed 4 conferences in April, including the Fellowship of Christian Writers, Treble Clef Conference, Pitt State Coaches Clinic and Jake's Fireworks Customer Appreciation. Guest tax collection for the month, of \$31,027.50, was the highest ever. 2016 also marked the fourth consecutive time April's hotel occupancy was over 60% market wide.

Youth and amateur sports season gets into full swing this quarter, as we host the NCBA Division II World Series, NSA Adult Softball, Babe Ruth State Tournaments, Premiere Baseball Junior World Series and more. With great festivals and events planned, such as the Cow Creek Bluegrass Festival, SEK Art Fest and Four-State Farm Show, summer 2016 should be another great season for travel and tourism in Crawford County.

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Meetings

Hosted

April 7 – 9: **Fellowship of Christian Writers Called to Write Conference**
April 8 – 9: **PSU Coaches Clinic**
April 9 – 10: **Treble Clef State Conference**
April 14 – 17: **Jake's Fireworks Customer Appreciation**
April 29 – 30: **ROTC 100th Anniversary**

Hosting

June 9: **TIAK Board of Directors**
July 28: **SportsKS Membership Meeting**

Sports

May 14 -15: **Buffalo Wild Wings Border Wars Softball**

- Adult Softball
- National Softball Association Event

May 20 – 24: **NCBA DII World Series**

- 8 teams from around the country (12-18 players per team)
- Fans and organizers

June 13 – 16: **57th Boys Junior Amateur Championship**

- 120-150 Junior Golfers at Crestwood Country Club

July 14 – 17: **Babe Ruth State Tournaments**

- Hosting 3 total tournaments
- Pittsburg is hosting 12 year-olds and 14 year olds
- Frontenac is hosting 13's

July 19 – 24: **Premiere Baseball Junior World Series**

- 50+ teams playing throughout region
- Teams play for 5 days at Jaycee and Al Ortolani
-

August 5 – 6: **Get Fit Youth Tryathlon**

- 300 participants in 2015 (Expecting same or more in 2016)

Events

June 4 – August 6: **SEK Art Fest**
June 18: **Cow Creek Bluegrass Festival**
June 24 – 25: **28th Annual Antique Gas Engine and Tractor Show**
July 22 – 24: **Four-State Farm Show**
August 3 – 6: **100th Crawford County Fair**
September 2 – 4: **Little Balkans Festival**

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Projects

Website

- Currently in the design phase
- On track to launch site by the end of
- New site will allow us to better position ourselves in Google searches. This company has experience with building websites that feature the elements necessary to increase your SEO (Search Engine Optimization)
- The new site will also provide an excellent opportunity to create a new clean look
- Once site is launched we will begin a new digital marketing campaign that will be designed to drive traffic to the new and improved site

Digital Marketing Campaign *(Note: Explanation on the following page)*

- Amplified Storytelling
- Guaranteed 17,500 clicks per story
- Retargeting Banner Ads
- Guaranteed 240,000 Impressions and 360 clicks

Casino

- Will start to develop a plan to maximize exposure to guests visiting the casino
- Will work with Kansas Crossing to engage Group Travel Operators
- Also work to partner with SEKTR and other Southeast Kansas partners to increase impact of casino

CVB Staff Organizational Involvement

B.J.

SportsKS - President

Southeast Kansas Tourism Region (SEKTR) – President

Tourism Industry Association of Kansas (TIAK) – Treasurer, Marketing Chair

SEK Art Fest – Board Member

Miranda

Pittsburg Area Young Professionals (PAYP) – Secretary

Little Balkans Festival Association – Secretary

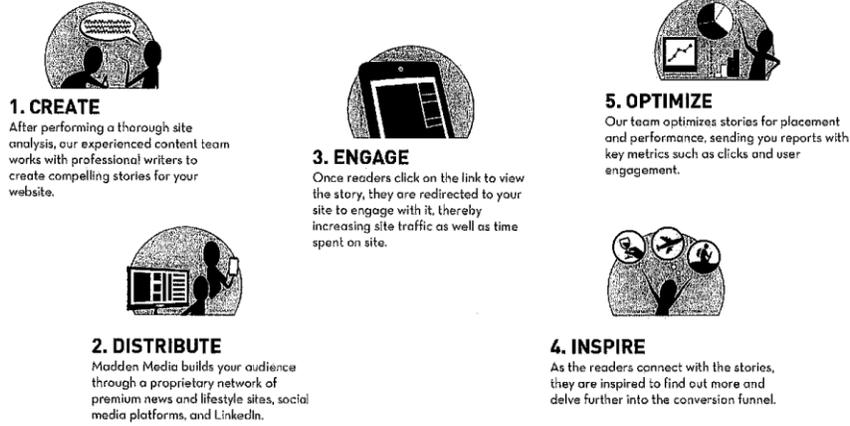
SEK Art Fest – Secretary

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TELL YOUR STORY

Great stories inspire great travel. We recommend our Amplified Storytelling program that uses in-depth storytelling to recount an experience that visitors can have for themselves while in Crawford County.

How Amplified Storytelling Works



2016 Digital Marketing Proposal

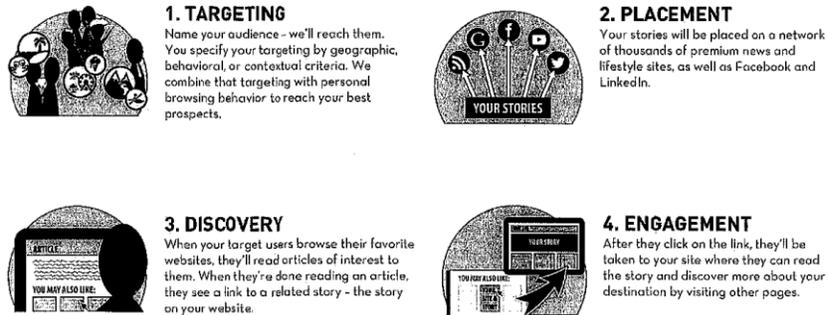
Madden Media Confidential Document 2

ENGAGEMENT MATTERS

Audience Development Network

What's the point of having a great story if no one sees it? And how do you make sure that the people who see your story are interested? Inspire travelers to visit your destination - **reach the right audience with the right content.**

Here's how Madden Media's exclusive Audience Development Network sends highly engaged traffic to your website.

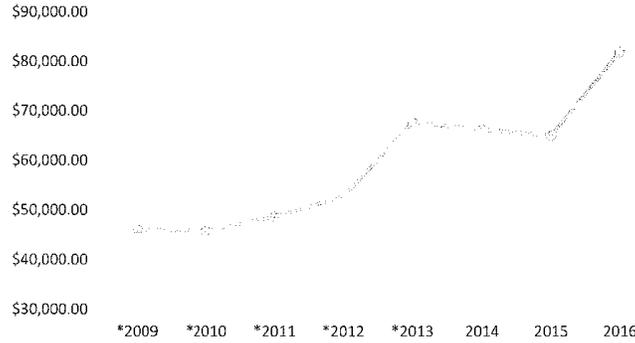


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8 Year TGT Comparison (Quarter 1)

	*2009	*2010	*2011	*2012	*2013	2014	2015	2016
Guest Tax	\$46,193.19	\$45,856.38	\$48,807.61	\$52,884.31	\$67,838.94	\$66,339.77	\$65,109.38	\$82,001.50

1st Quarter Guest Tax Comparison



* Adjusted to reflect TGT collection at 6%

Notes & Conclusions:

2016 1st Quarter Guest Tax: **\$82,001.50**

2015 1st Quarter Guest Tax: \$65,109.38

\$16,892.12 Increase (+25.94%)

That can be calculated to determine hotel revenue in Crawford County

2016 1st Quarter: **\$1,394,025.50**

2015 1st Quarter: \$1,106,859.46

\$287,166.04 Increase (+25.94%)

When adjusted for the guest tax increase from 4% to 6%, we have seen a +55.05% increase in 1st Quarter Guest Tax/Hotel Revenue since 2012.

Mr. Harris introduced Rick Nobles from Patron Insight, Inc. and stated that Patron Insight was hired to do a telephone survey on tourism in Crawford County. Mr. Noble presented the Commissioners with a profile of the survey. Mr. Nobles explained that in January and February of 2016 his company did a random dial, 400 completed call survey in Kansas, Missouri, Arkansas and Oklahoma. He said they survey focused on both business travelers and pleasure travelers and that 80% of the calls completed were from Kansas and Missouri and 20% of the calls were from Arkansas & Oklahoma. He stated that the list purchased from Missouri and Kansas had 1,500 names and they were able to complete around 380 calls and the list purchased from Oklahoma and Missouri had 3,000 names but were only able to complete 12 calls. He went through the profile and survey results with the Commissioners.

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Mr. Harris stated that new billboard is being put on 47 that states welcome to Crawford County. He explained the rules on certain areas of 69 Highway that does allow any new signage.

Mr. Murphy asked about the Convention and Visitors Bureaus' support of the Crawford County Fairgrounds. Mr. Harris stated that every year they sponsor the fair in some way. He stated that one year the bureau purchased bleachers for the fairgrounds.

MESSAGES FROM ELECTED OFFICIALS

MESSAGES FROM APPOINTED OFFICIALS

Item One: Mr. Eldon Bedene, Emergency Management Director, addressing recent storm damage. Mr. Bedene stated the he will be having a conference call with the Kansas Department of Emergency Management on Thursday and needs to have a list of the county's damages and costs incurred from the recent storm.

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Eldon Bedene

From: Tucking, Devan N NFG NG KSARNG (US) <devan.n.tucking.nfg@mail.mil>
Sent: Wednesday, May 11, 2016 3:57 PM
To: Undisclosed recipients:
Subject: Conference Calls to Discuss Damages from Severe Storms

Good Afternoon,

We are gathering damage information for damage incurred from severe storms that occurred during two incident periods: April 24-26 and May 7-11 (possibly continuing). KDEM will be conducting conference calls on Thursday, May 19th to gather this damage information. Please plan to cite the date that damages occurred. If you have no damages please just email and let me know.

Conference Call-In Number: 866.620.7326
Conference Code: 8551008957

Conference call times for Thursday, May 19th will be as follows:

Northwest/North Central Regions: 9:15am

Southwest Region: 10:00am

South Central Region: 10:45am

Northeast/Metro Regions: 11:30am

Southeast Region: 12:15pm

If your county did sustain damages please contact jurisdictions (including Indian Tribal Nations) in your county and obtain the following damages/costs incurred:

*** Debris Removal**

- To eliminate an immediate threat to lives, public health and safety
- To eliminate immediate threats of significant damage to improved public or private property
- To ensure the economic recovery of the affected community to the benefit of the community-at-large
- To mitigate the risk to life and property by removing substantially damaged structures and associated appurtenances as needed to convert property acquired through a FEMA hazard mitigation program to uses compatible with open space, recreation, or wetlands management practices

*** Emergency Protective Measures**

- Warning devices (barricades, signs, and announcements)
- Search and rescue
- Construction of temporary levees
- Provision of shelters or emergency care
- Sandbagging
- Bracing/shoring damaged structures
- Provision of food, water, ice and other essential needs
- Emergency repairs
- Removal of health and safety hazards

*** Damages to Roads and Bridges (federal aid roads are not eligible)**

*** Damages to Water Control Facilities**

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- * Damages to Buildings and Equipment
- * Damages to Utilities (private-not-for-profits)
 - Damages to water treatment plants and delivery systems
 - Damages to power generation and distribution facilities, including generators, substations, and power lines
 - Damages to sewer collection systems and treatment plants
 - Damages to telecommunications systems
- * Damages to Parks, Recreational, Facilities, and Other Items
 - Damages to publicly-owned parks, playgrounds, pools, and cemeteries.
 - Eligible publicly-owned facilities, including playground equipment, swimming pools, bath houses, tennis courts, boat docks, picnic tables, and golf courses.
- * Emergency Debris Removal
 - May include regular time as well as overtime as an eligible expense.
- * Emergency Protective Measures
- * Damages to Public Infrastructure - Roads, Bridges, Culverts, Critical Infrastructure/Essential Facilities
- * Damages to publicly-owned buildings
- * Damages to eligible Private Non-Profits - Hospitals, Skilled Care Facilities, Schools
- * Be sure to obtain overtime hours, volunteer hours, and equipment/equipment usage time for repairs.

We greatly appreciate your time. Please let me know if you have any questions or need additional information.

Thank you,

Devan

Devan Tucking-Strickler
Human Services Officer/Deputy State Emergency Operations Center Manager Kansas Division of Emergency
Management
2800 SW Topeka Blvd.
Topeka, KS 66611
Ph.: 785.274.1596
Fax: 785.274.1426
BB.: 785.217.7233
www.ksready.gov

PROCLAMATIONS AND ORDERS OF THE BOARD NEW BUSINESS

Item One: Ms. Larissa Bowman, Deputy County Clerk presenting Resolution #2016-013, a Resolution correcting an error in the collection of Motor Vehicle Taxes on a vehicle owned by First Christian Church and to refund the total amount of \$186.66 for the years 2012 through 2016. Ms. Bowman explained that the owner was granted an exemption through the State Board of Tax Appeals from 5/15/1998 and forward for the 1998 Ford Econoline Van and when the Motor Vehicle Department had updates and changes in their system the exemption did not transfer and the First Christian Church paid the Motor Vehicle Taxes in error.

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RESOLUTION 2016-013

WHEREAS, it has come to the attention of the Board of County Commissioners that an error has been made in the collection of Motor Vehicle taxes on the below mentioned vehicle owned by the First Christian Church. They applied, and the Board of Tax Appeals granted the exemption from 5/15/1998 and forward. The First Christian church erroneously paid taxes to the Motor Vehicle department. The Motor Vehicle Department had updates and changes in their system and the exemption did not transfer. Due to these circumstances the clerical error occurred and we are requesting that a refund be made for the years mentioned below.

NAME

First Christian Church 705 E Centennial, Pittsburg, Ks.

VEHICLE

VIN#

BOTA ORDER #1998-4971-TX

1998 Ford Econoline Van 1FBSS21LXWHB35045 1998-4971-TX Granted 5/15/98 and forward

TAX YEAR	MOTOR VEHICLE TAX REFUND
2016-2017	\$26.26
2015-2016	\$31.31
2014-2015	\$36.83
2013-2014	\$43.14
2012-2013	\$49.12
TOTAL REFUND	\$186.66

IT IS, Therefore, ordered by the Board of County Commissioners in compliance with K.S.A. 79-1701a and upon a motion made by Commissioner Moody, seconded by Commissioner Wood, that the County Treasurer be hereby instructed to refund the Motor Vehicle tax as shown for 2013, 2014, 2015, 2016, and 2017 in the name of the above individual.

Dated at Girard, Kansas on this May 13, 2016.

ATTEST: Laurissa Bauman
COUNTY CLERK

[Signature]
CHAIRMAN

[Signature]
MEMBER

Carl R. Wood
MEMBER

On motion (16-155) of Commissioner Moody and the second of Commissioner Wood to adopt Resolution #2016-013, a Resolution correcting an error in the collection of Motor Vehicle Taxes on a vehicle owned by First Christian Church and to refund the total amount of \$186.66 for the years 2012 through 2016.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Two: Liz Hart, Road and Bridge Coordinator with recommendation on chip and seal oil bids. Ms. Hart stated that she and Randy Chiartano reviewed the bids and recommends Wright Asphalt Company. She stated that the bid is substantially cheaper

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than last year and we have used this company for the last 2 years and have been very happy with the results. Mr. Wood was answered that this is the same material as last year.

CRAWFORD COUNTY, KANSAS
REQUEST FOR BIDS FOR
CHIP AND SEAL OIL

Crawford County Highway Department is requesting bids for chip and seal oil described as follows:

Wright Asphalt Products Co.

CRS-1 HP *No bid*
CRS-TR *1.44 Gal.*

Bids will be accepted until 10:00 a.m. May 6, 2016. Bids will be publicly opened at the Crawford County Commission meeting scheduled at 10:00 a.m., May 6, 2016.

Bids shall be clearly labeled "Bids for Crawford County Highway Department Oil Bids" and mailed or delivered to the following:

Crawford County Clerk's Office
111 E. Forest
2nd Floor, Courthouse
Girard, KS 66743

Any questions regarding this bid can be directed to Liz Hart at 620-724-8215 or Randy Chiartano at 620-249-8001.

Crawford County reserves the right to waive any technicalities or irregularities and to accept or reject any or all bids.

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PRODUCT SPECIFICATIONS

PRODUCT: **CRS-TR**
Tire Rubber Modified Asphalt Emulsion

DESCRIPTION: Cationic rapid setting emulsion for use as chip seal binder manufactured from tire rubber modified asphalt

MEETS SPECIFICATIONS: Wright Asphalt Products (AASHTO/ASTM)

TEST DESCRIPTION	AASHTO/ASTM METHOD	TYPICAL ANALYSIS	SPECS
TEST ON EMULSION:			
Viscosity @ 122 F, SFS	T-59/D-7496	325	150 – 500
Particle Charge	T-59/D-244	+	Positive
Demulsibility, %	T-59/D-6936	45+	40 Min
Sieve Test, WT%	T-59/D-6933	0.01	0.10 Max
Storage Stability 24 Hrs %	T-59/D-6930	0.01	1.0 Max
5 Day Settlement, %	T-59/D-6930	1.5	5.0 Max
Residue by Distillation	D-244/D-6997	66	65 Min
VOC, % @ 500 F	Rule 340 & 301	1.0	3.0 Max
TEST ON RESIDUE from D 244			
Penetration @ 25°C, 100g, 5s, dmm	T-49/D-5	115	90 – 150
Ductility 25°C, 5cm	T-51/D-113	60+	40 Min
Solubility in TCE %	T-44/D-2042	98+	97.5Min
% digested tire rubber *	Report	5+	5 Min

*Whole Scrap Tire Rubber must be fully digested into the asphalt prior to emulsification and meet ASTM D2042 solubility specifications

DOT SHIPPING NAME: Asphalt emulsion, non-hazardous

DOT PLACARD: None required

QUALITY ASPHALT PRODUCTS SINCE 1952

On motion (16-156) of Commissioner Wood and the second of Commissioner Moody to approve the bid from Wright Asphalt for chip and seal oil as recommended by Liz Hart, Road and Bridge Coordinator.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Three: Mr. Jim Emerson, County Counselor, presenting a Memorandum of Understanding between The Crawford County Attorney's Office, The Board of Crawford

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County Commissioners, the City of Pittsburg, Kansas and The Pittsburg Police Department. He stated that this is to provide funding from City of Pittsburg retailers sales tax proceeds for an Assistant County Attorney position and one support staff member to prosecute felony and civil forfeiture cases arising within the city limits of Pittsburg KS and directly investigated by the PPD. Mr. Emerson stated that this position will be a County employee and the County will be responsible for the employee benefits. Mr. Murphy stated that it is in the contact that Crawford County will be responsible for health insurance and KPERS. Mr. Emerson explained that any attorney under the county attorney is listed as an assistant county attorney. Mr. Emerson stated that the memorandum is renegotiable and it expires December 31 of every year.

MEMORANDUM OF UNDERSTANDING

Between

THE CRAWFORD COUNTY ATTORNEY'S OFFICE,

THE BOARD OF CRAWFORD COUNTY COMMISSIONERS,

THE CITY OF PITTSBURG, KANSAS,

and

THE PITTSBURG POLICE DEPARTMENT

A. Background:

That on September 17, 2013, the residents of the city of Pittsburg, Kansas passed a half-cent sales tax increase for public safety operations. That the proposition to be voted on was as follows:

Shall a retailers' sales tax in an additional amount of one half of one percent (0.5%) be levied in the City of Pittsburg, Kansas, effective on January 1, 2014, with the proceeds therefrom to be used for the purpose of improving public safety for a time period not to exceed ten (10) years from the date such additional sales tax is first collected?

The above proposition presented to the residents of Pittsburg, Kansas passed with 60% of the voters answering in the affirmative.

A portion of the sales tax proceeds are to be utilized for law enforcement needs. That "[i]t has long been recognized that the county or district attorney is the chief law enforcement official in his jurisdiction...." *Sampson v. Rumsey*, 1 Kan. App. 2d 191 (1977).

The Pittsburg Police Department (PPD) has utilized a portion of the sales tax proceeds to increase its staff and law enforcement officers by 25%. Additionally, the PPD has created specialty units, such as the narcotics task force. The PPD, between 2014 to 2015, has increased the number of drug cases referred for prosecution to the Crawford County Attorney by 124% by adding new patrol officers and specialty units. This increase does not take into consideration the number of criminal charges associated with each case nor the increase in collateral crimes that we have received; such as burglaries and thefts.

Conversely, the County Attorney's office staff and attorneys has not increased in an amount necessary to promptly and efficiently address the high volume of cases being referred by the PPD for prosecution.

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B. Purpose:

This MOU sets forth a collaborative effort between the Crawford County Attorney's Office, the Board of Crawford County Commissioners, the City of Pittsburg, and the Pittsburg Police Department to provide funding for an Assistant County Attorney (ACA) position and one support staff member to prosecute felony and civil forfeiture cases arising within the city limits of Pittsburg, KS and directly investigated by the PPD.

C. Funding:

The ACA will be considered an employee of the Crawford County Attorney's Office. The hiring/termination of the ACA shall be made by the Crawford County Attorney with input from the City of Pittsburg and the PPD. The City of Pittsburg will provide funding for the salary of the ACA. The ACA shall be assigned to prosecute felony cases and civil forfeitures arising within the city limits of Pittsburg, KS and directly investigated by the PPD. The salary shall initially be paid for by the County's General Fund, but reimbursed by the City of Pittsburg on the last business day of every month. The City of Pittsburg and the Crawford County Attorney shall agree upon the salary rate for the ACA.

The ACA's office will be located at the Pittsburg Law Enforcement Center. Health benefits are to be provided by Crawford County. The ACA would also be eligible for KPERs and costs associated with the same shall be the responsibility of Crawford County as the employer. The Crawford County Attorney shall provide the necessary funds for yearly CLE dues, attorney registration fees for the State of Kansas, yearly membership to the Kansas Bar Association and the costs associated with the yearly required twelve hours of continuing legal education.

Additionally, the County Attorney's office will employ a part-time support staff for the ACA whose salary is to be paid for by the Crawford County Attorney's budget. This position shall also be located at the Pittsburg Law Enforcement Center.

The City of Pittsburg agrees to provide the ACA with a computer and cell phone. The support staff member shall be provided a computer by the City of Pittsburg. All office expenses, such as utilities and office supplies, associated with the ACA and the support staff member shall be paid for by the City of Pittsburg.

The Crawford County Attorney's Office shall be responsible for providing the ACA with Westlaw legal research online access and the costs associated with the same.

The ACA's and the part-time support staff member's employment is at-will and may be terminated at any time, with or without cause, and this agreement does not in any way imply or guarantee a right to employment now or in the future.

D. Duties of the Assistant County Attorney:

The ACA shall report directly to the Crawford County Attorney. The ACA shall have a supervisory role to the part-time dedicated support staff member assigned to assist the ACA.

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The ACA shall be responsible in disseminating to opposing counsel all discovery in each case being prosecuted by them in accordance with the policies of the Crawford County Attorney's Office and to comply with the victim's bill of rights, K.S.A. 74-7333, *et seq.* and Article 15, § 15 of the Kansas Constitution.

The Crawford County Attorney and the ACA shall develop a protocol for charging and declining cases. The ACA, following the established protocol, shall be given discretion as to which felony cases to file and decline. If the ACA wishes to file cases outside of the established protocol, approval would be required by the Crawford County Attorney. The Crawford County Attorney and the ACA shall establish guidelines for prosecution once a case is filed. Any deviation from the guidelines of prosecution shall be approved by the Crawford County Attorney.

The ACA shall also file civil forfeiture cases on behalf of the PPD pursuant to K.S.A. 60-4101, *et seq.*. Pursuant to K.S.A. 60-4117(c)(3)(A), the County Attorney's office shall receive reasonable attorney fees in the amount of 15% of the total proceeds on an uncontested forfeiture or 20% of the total proceeds in a contested forfeiture; less the amounts listed in subsection (c)(1) and (2). The County Attorney agrees to use a portion of these allocated fees for training and conferences for the ACA.

The ACA agrees to work closely with the PPD and be available to them on a 24 hour on call basis.

The ACA shall not issue any press releases or speak to members of the media without first consulting with and receiving the approval of the Crawford County Attorney. The ACA agrees to comply with all applicable Kansas Rules of Professional Conduct.

E. Miscellaneous:

The City of Pittsburg shall provide technical assistance and will collaborate with the Crawford County Information Technology Department in providing access to the Crawford County Attorney's FullCase and FullCourt system to be used by the ACA and the support staff member.

F. Duration:

This MOU is at-will and may be modified by mutual consent of the authorized officials of the Crawford County Attorney's Office, the City of Pittsburg, the Board of Crawford County Commissioners and the Pittsburg Police Department.

This MOU shall become effective upon signature of all authorized officials. This agreement shall expire on December 31st of every year unless all parties agree to another one year extension. The one year extension shall be in writing and be signed by all parties by November 1st of each year.

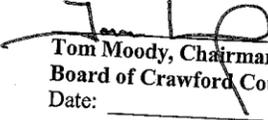
Board of Crawford County Commissioners

APPROVED, DATED AND AGREED TO BY THE FOLLOWING:

Michael Gayoso, Jr.
Crawford County Attorney
Date: _____

Daron R. Hall
City of Pittsburg Manager
Date: _____

Mendy Hulvey
City of Pittsburg Chief of Police
Date: _____



Tom Moody, Chairman
Board of Crawford County Commissioners
Date: _____

Chuck Munsell
City of Pittsburg Mayor
Date: _____

On motion (16-157) of Commissioner Wood and the second of Commissioner Moody to approve the Memorandum of Understanding between The Crawford County Attorney's Office, The Board of Crawford County Commissioners, the City of Pittsburg, Kansas and The Pittsburg Police Department and authorize the Chairman to sign.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Four: Mr. Jim Emerson presenting an Agreement for Medical Examinations and Physical Capacity Profile Testing between Crawford County and Via Christi Occupational Health. Mr. Emerson stated that this agreement is for potential employees or new hires. He stated that we will need to terminate contact with Employer Services. He explained that we will have to amend this agreement to include UA's for employee accidents and injuries.

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AGREEMENT FOR MEDICAL EXAMINATIONS AND PHYSICAL CAPACITY PROFILE® TESTING

This Agreement for Medical Examinations and Physical Capacity Profile® Testing, dated _____, is between VIA CHRISTI OCCUPATIONAL HEALTH, with offices located at 1 Mt Carmel Way, Pittsburg, KS 66762, herein referred to as "Via Christi Occupational Health", and Crawford County, herein referred to as "Employer". KANSAS

VIA CHRISTI OCCUPATIONAL HEALTH and Employer agree to the terms and conditions set forth below:

SECTION 1 SERVICE PROVIDED

1.1 VIA CHRISTI OCCUPATIONAL HEALTH to Conduct Medical Examinations and Physical Capacity Profile® Testing. Employer hereby hires VIA CHRISTI OCCUPATIONAL HEALTH to conduct medical examinations, including Physical Capacity Profile® evaluations, on employees of Employer, or of those persons given conditional offer of employment with Employer, the purpose of which is to determine the abilities of the employee to perform the essential functions of a job, with or without reasonable accommodation. The business necessity for testing the Physical Capacity Profile® of such employees is to reduce the risk of placing an employee in a position where there is substantial risk of injury to the employee or others, thereby reducing work-related injuries and potential workers compensation claims of Employer.

1.2 Requirement That Each Job Classification Have Medical Examinations. It is understood that all employees entering into a particular job category will undergo the medical examinations and Physical Capacity Profile® evaluations, regardless of disability.

1.3 Confidentiality of Testing Results. Any information furnished after the medical examinations and Physical Capacity Profile® evaluation shall be confidential and shall be collected and maintained by Employer in a separate and confidential medical file the access of which will be limited to: (1) supervisors and managers needing to determine the necessary restrictions or accommodations for an employee; (2) first aid and safety personnel; and (3) government officials investigating compliance with the law.

SECTION 2 TERM

The term of this Agreement shall commence upon the date of execution and shall continue for a one (1) year period unless earlier terminated by either party. The term of this Agreement shall automatically renew for a successive one (1) year term unless terminated by either party as provided herein in SECTION 5 of this contract.

Board of Crawford County Commissioners

SECTION 3

FEES

3.1 Fees. Employer agrees to pay **VIA CHRISTI OCCUPATIONAL HEALTH** for contracted services in accordance with the fee schedule set at \$110.00 per Physical Capacity Profile. Employer understands that such fee schedule shall be subject to change from time-to-time, provided employer shall have the right to terminate the Agreement upon written notice to **VIA CHRISTI OCCUPATIONAL HEALTH** if any change in such fee schedule is not acceptable to Employer. **VIA CHRISTI OCCUPATIONAL HEALTH** shall give a minimum of thirty (30) days written notice to Employer of any such fee schedule changes.

3.2 Time of Payments. Fees shall be due upon receipt of invoice.

3.3 Late Charges. Any Payments in default will be charged at the rate of twelve percent (12%) per annum or, if lower, at the maximum rate for late charges permitted by law. No late charges will occur until all disputes have been resolved.

SECTION 4

PURPOSE OF TESTING AND GENERAL INDEMNITY

4.1 Physical Capacity Profile® Testing. It is understood that the intended purpose of the testing is to provide a mechanism by which the Physical Capacity Profile® of employees of Employer, or of those persons given conditional offers of employment with Employer, may be tested to determine the abilities of the employee to perform the essential job functions of a job, with or without reasonable accommodations. The business necessity for testing the Physical Capacity Profile® of such employees is to reduce the risk of placing an employee in a position where there is substantial risk of injury to the employee or others, thereby reducing work-related injuries and potential workers compensation claims of Employer. As such, Employer shall be responsible for determining the essential functions of each job for which testing will occur and it is understood testing will be used to provide objective information with which to evaluate whether an employee has the Physical Capacity Profile® to perform those functions. It is understood that all employees entering into a particular job category will undergo the evaluation with the equipment, regardless of disability. Any information furnished after the Physical Capacity Profile® evaluation shall be collected and maintained by employer in a separate and confidential medical file the access of which is limited to: (1) supervisors and managers needing to determine the necessary restrictions or accommodations for an employee; (2) first aid and safety personnel; and (3) government officials investigating compliance with the law. As between Employer and its employees, it is understood that the Employer shall be solely responsible for determining whether a tested employee can or cannot be accommodated in the workplace or whether reasonable accommodations can or cannot be made under applicable federal and state disabilities laws. Employer represents and warrants that it shall use the information obtained by the testing in compliance with the Americans with Disabilities Act and any other applicable disability discrimination laws and that it will not utilize the information to discriminate against an employee or person offered a conditional offer of employment. Employer further represents it will comply with all applicable laws and regulations, specifically including the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time. Employer shall indemnify and hold **VIA CHRISTI OCCUPATIONAL HEALTH** harmless from any and all claims made by any employee or prospective employee of any rights under any employment or disability discrimination laws.

4.2 HIPAA Compliance. Employer will comply with all applicable provisions of the Health Insurance Portability and Accountability Act ("HIPAA") insofar as it applies with respect to protecting the

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confidentiality of protected health information of employees. Employer, its agents and employees (collectively, "Employer"), acknowledges that Employer may have access to confidential protected health information ("PHI"), including, but not limited to, patient identifying information. Employer agrees that it: (1) will not use or further disclose PHI other than as permitted by this Agreement or required by law; (2) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored (e.g., paper, fiche, etc.) with which it may come in contact; (3) will use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law; (4) will ensure that all of its subcontractors and agents to which it provides PHI pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which Employer is bound; (5) will report to VIA CHRISTI OCCUPATIONAL HEALTH any unauthorized use or disclosure immediately upon becoming aware of it, (6) will indemnify and hold VIA CHRISTI OCCUPATIONAL HEALTH harmless from all liabilities, costs and damages arising out of or in any manner connected with the disclosure by Employer of any PHI; (7) will make available PHI in accordance with 45 C.F.R. §164.526; (8) will make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. §528; (9) will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental offices and agencies and VIA CHRISTI OCCUPATIONAL HEALTH for purposes of determining compliance with 45 C.F.R. §164.500-534; (10) upon termination of the Agreement, for whatever reason, will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of VIA CHRISTI OCCUPATIONAL HEALTH which Employer maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of their Agreement to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible; and (11) will comply with all applicable laws and regulations, specifically including the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time. Employer recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this agreement and/or legal action. Unauthorized disclosure may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against Employer.

4.3 Risk of Injury to Employees. Employer understands that Physical Capacity Profile® testing potentially places employees being tested at risk for injury. Employer acknowledges that if an employee is injured during testing, a worker's compensation claim might arise. Employer agrees that it will indemnify and hold VIA CHRISTI OCCUPATIONAL HEALTH harmless against any claims arising from injuries which occur to employees during the utilization of the equipment.

SECTION 5 TERMINATION

This Agreement is terminable by either party upon 30 days advance, written notice delivered at the address specified in the first paragraph of this Agreement.

Board of Crawford County Commissioners

SECTION 6 MISCELLANEOUS

- 6.1 Other Agreements. VIA CHRISTI OCCUPATIONAL HEALTH and Employer acknowledge that there are no agreements or understandings, written or oral, between them, and that this Agreement contains the entire agreement between VIA CHRISTI OCCUPATIONAL HEALTH and Employer.
- 6.2 Time of the Essence. Time is of the essence with respect to this Agreement.
- 6.3 Governing Law. This Agreement and each accompanying schedule shall in all respects be governed by, and construed in accordance with the laws of the State of Kansas.
- 6.4 Binding Effect. All agreements, representations, indemnities, and warranties made by Employer in this Agreement shall be for the mutual benefit of VIA CHRISTI OCCUPATIONAL HEALTH, and the Employer, and shall survive the expirations or sooner terminations of this Agreement.
- 6.5 Supervening Law. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement not held invalid or unenforceable shall not be effected and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 6.6 Non-Assignment. Either party without the written consent of the other party shall not assign this Agreement.
- 6.7 Captions. The captions set forth herein and in each schedule are for convenience only and shall not define or limit any of the terms.

IN WITNESS WHEREOF, VIA CHRISTI OCCUPATIONAL HEALTH and Employer have caused this Agreement to be executed on the date indicated below.

VIA CHRISTI OCCUPATIONAL HEALTH

By JLP _____ Date _____
By _____ Date _____

On motion (16-158) of Commissioner Wood and the second of Commissioner Moody to approve the Agreement for Medical Examinations and Physical Capacity Profile Testing between Crawford County and Via Christi Occupational Health and authorize the Chairman to sign.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Five: Mr. Jim Emerson, County Counselor, presenting an Agreement by and between Crawford County, Kansas Engineer's Office and Heckert Construction Co, Inc. for asphalt.

Board of Crawford County Commissioners

SECTION 00 52 00 SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Crawford County, Kansas Engineer's Office ("Owner") and
Heckert Construction Co., Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provision of asphaltic concrete material for Crawford County, Kansas Engineer's Office

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Provide an estimated quantity of 10,000 Tons of asphaltic concrete to be F.O.B. at plant

ARTICLE 3 - Engineer

3.01 The Project has been designed by the City of Pittsburg, Kansas, (Engineer), 201 W. Fourth, Pittsburg, KS 66762 (address), 620-231-4100 (telephone), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Completion of Work*

The Contractor shall provide the materials on a schedule and rate established by the City. The projected schedule is for this work to be performed in April through November of 2016. The estimated rate of delivery is a maximum of 300 tons per day.

The City shall notify the Contractor at least 1 week in advance of the commencement of the project and at least 48 hours of the need for materials during the project.

Board of Crawford County Commissioners

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. The estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by Engineer.

ARTICLE 7 – INTEREST

7.01 N/A.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Specifications as listed in the table of contents of the Project Manual.
 - 3. Drawings provided at time of bidding.
 - 4. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 4, inclusive).
 - 5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (page 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

ARTICLE 10 – MISCELLANEOUS

10.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Board of Crawford County Commissioners

10.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

Crawford County, Kansas Engineer's Office

By: Tom LP

Title: _____

Attest: _____

Title: _____

Address for giving notices:

111 E. Forest Ave.

Girard, KS 66743

CONTRACTOR

Heckert Construction Co., Inc.

By: Chad M. Heckert

Title: POC

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Peter J. Kemerster

Title: Asst. Secretary

Address for giving notices:

746 E. 520th Ave.

Pittsburg, KS 66762

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process in Kansas:

END OF SECTION

Board of Crawford County Commissioners



**The City of Pittsburg and Crawford County, Kansas
2016 Sales Tax Street Program Asphalt Material
Tuesday, March 15, 2016 – 2:00 p.m.**

APAC-Central, Inc. P.O. Box 1187 Springfield, MO 65801	VM \$49.03	VM \$46.48	VM \$44.43	33 mi. Joplin, MO	250	\$10.50/ton
	Less N/A	Less N/A	Less N/A		\$1,000.00	
Blevins Asphalt Construction Co., Inc. P.O. Box 230 Mt. Vernon, MO 65712	VM \$50.85	VM \$50.85	VM \$50.85	37 mi. Carthage, MO	50	\$10.05/ton
	Less \$3.00	Less \$3.00	Less \$3.00		N/A	
Heckert Construction Co., Inc. 746 E. 520 th Ave. Pittsburg, KS 66762	VM \$47.35	VM \$46.10	VM \$44.95	5 mi. Pittsburg	75	\$2.25/ton
	Less \$3.30	Less \$3.30	Less \$3.30		\$475.00	
Swift Asphalt P.O. Box 788 Neosho, MO 64850	VM \$48.55	VM \$47.00	VM \$47.50	33 mi. Joplin, MO	80	\$8.80/ton
	Less \$3.00	Less \$2.00	Less \$2.00		\$5.00/ton	
Teeter's Asphalt & Materials, LLC P.O. Box 414 Quapaw, OK 74363	Type C - Mix \$46.31	S-4 PG 64-22 \$44.54	40 mi. Ottawa County, OK	50	N/A	
	Type B - Mix \$46.46	S-3 PG 64-22 \$43.75				
	Type A - Mix \$44.18	S-2 PG 64-22 \$43.16				
*Prices all subject to change based on oil prices						
Tri-State Asphalt P.O. Box 199 Quapaw, OK 74363	VM \$39.85	VM \$39.85	VM \$39.85	32 mi. Baxter Springs	50	\$10.05/ton
	Less N/A	Less N/A	Less N/A		N/A	

NOTE: City expects to pick up asphalt material at the Plant. Bid documents provided a \$0.30 per mile per ton additional amount to be added to bid.
 APAC-Central – 33 mi. @ \$0.30 = \$19.80/ton Blevins Asphalt – 37 mi. @ \$0.30 = \$22.20/ton Heckert Construction – 5 mi. @ \$0.30 = \$3.00/ton
 Swift Asphalt – 33 mi. @ \$0.30 = \$19.80/ton Teeter's Asphalt – 40 mi. @ \$0.30 = \$24.00/ton Tri-State Asphalt – 32 mi. @ \$0.30 = \$19.20/ton

On motion (16-159) of Commissioner Moody and the second of Commissioner Murphy to approve the Agreement by and between Crawford County, Kansas Engineer's Office and Heckert Construction Co, Inc. for asphalt and authorize the Chairman to sign.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Six: Mr. Wood stated that has a list of pickups available from the surplus for the other Commissioners to review.

UNDER THE HEADING OLD BUSINESS

Item One: Mr. Murphy addressed the drug court. Mr. Wood stated that has not yet spoken to Judge Wachter.

EXECUTIVE SESSION

Item One: Mr. Wood requested an executive session for a period of not more 90 minutes to discuss matters that would be deemed privileged in the attorney-client relationship and to include the Board of County Commissioners, County Counselor Jim Emerson, and Mr. Mike Ryan and Mr. Ray Ryan from Ryan Insurance.

Board of Crawford County Commissioners

On motion (16-160) of Commissioner Wood and the second of Commissioner Murphy to recess this open session and go into a closed executive session for a period of not more than 90 minutes to discuss matters that would be deemed privileged in the attorney-client relationship and to include the Board of County Commissioners, County Counselor Jim Emerson, and Mr. Mike Ryan and Mr. Ray Ryan from Ryan Insurance.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

The Commissioners went into Executive Session at 11:18 AM and reconvened the Open Session at 12:29 PM with no action taken except to go back into open session.

Item Two: Mr. Wood requested an executive session for a period of not more than 30 minutes to discuss matters that would be deemed privileged in the attorney-client relationship and to include the Board of County Commissioners and County Counselor Jim Emerson.

On motion (16-161) of Commissioner Wood and the second of Commissioner Moody to recess this open session and go into a closed executive session for a period of not more than 30 minutes to discuss matters that would be deemed privileged in the attorney-client relationship and to include the Board of County Commissioners and County Counselor Jim Emerson.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

The Commissioners went into Executive Session at 12:30 PM and reconvened the Open Session at 12:49 PM with no action taken except to go back into open session.

Item Three: Mr. Wood requested an executive session for a period of not more than 15 minutes to discuss personnel matters involving Non-Elected Personnel and to include the Board of County Commissioners and County Counselor Jim Emerson.

On motion (16-162) of Commissioner Moody and the second of Commissioner Wood to recess this open session and go into a closed executive session for a period of not more than 15 minutes to discuss personnel matters involving Non-Elected Personnel and to include the Board of County Commissioners and County Counselor Jim Emerson.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Board of Crawford County Commissioners

The Commissioners went into Executive Session at 12:50 PM and reconvened the Open Session at 12:52 PM with no action taken except to go back into open session.

Item Four: Mr. Wood requested an executive session for a period of not more than 15 minutes to discuss matters that would be deemed privileged in the attorney-client relationship and to include the Board of County Commissioners and County Counselor Jim Emerson.

On motion (16-163) of Commissioner Wood and the second of Commissioner Moody to recess this open session and go into a closed executive session for a period of not more than 15 minutes to discuss matters that would be deemed privileged in the attorney-client relationship and to include the Board of County Commissioners and County Counselor Jim Emerson.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

The Commissioners went into Executive Session at 12:53 PM and reconvened the Open Session at 1:06 PM with no action taken except to go back into open session.

UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS

FUTURE BUSINESS:

Item One: May 20, 2016 – 9:00 AM Work Session with Ray Ryan and Department Heads and Elected Officials

ANNOUNCEMENTS:

Item One: May 19, 2016 – 5:30 PM Work Session with Dave Yearout, Planning Consultant, on zoning regulations in the Zoning Conference Room in the Courthouse.

UNDER THE HEADING MOTION TO ADJOURN

MOTION TO ADJOURN

Item One: Adjournment

On the motion of Commissioner Wood and the second of Commissioner Moody to adjourn the [May 13, 2016](#) meeting of the Board of Crawford County Commissioners at 1:07 PM and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Murphy, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Board of Crawford County Commissioners

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.

Larissa Bowman
Deputy County Clerk

◇

This submission completed at the Crawford County Courthouse in Girard.
Taken by BKW 5/13/16 1:07 PM/amended BKW 5/16/16 1:20PM