

Board of Crawford County Commissioners

Commissioners' Journal

2015, [THIRTY-SECOND](#) MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS [Friday, May 1, 2015, 10:00AM](#)

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 Carl Wood served as the presiding officer.

Commissioners Jeff Murphy and Tom Moody were in attendance.

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

Chairman Wood led the pledge of allegiance.

UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING

CONSENT AGENDA

On motion (15-123) of Commissioner Moody and the second of Commissioner Murphy that the consent agenda be approved including:

1. Approval of the [April 28, 2015](#) minutes of the Board of Commissioners
2. Authorizing the Chairman to sign the previous week's vouchers.

Yeas: Commissioners Moody, Murphy 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 15	117	That the consent agenda be approved including the approval of the April 24, 2015 minutes
Motion 15	118	To approve the Eleventh Judicial District Community Corrections Comprehensive Plan Grant Application for Fiscal Year 2016 and Authorize the Chairman to Sign
Motion 15	119	To approve the Community Corrections Behavioral Health Budget Summary and Budget Narrative for Fiscal Year 2016 and Authorize the Chairman to Sign.
Motion 15	120	To approve a Donation to the Technology Student Association of USD 247 in the amount of \$500 to help with their travel expenses to their National Competition in Dallas

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of the cost to compile a Local Road Safety Plan that would identify areas that have safety issues. It was discussed that the Sheriff's Dept. should be consulted to identify unsafe roads. Commissioner Murphy thought that it made sense to conduct a Local Road Safety Plan. The Commissioners asked that Mr. Chiartano and Mr. Remsburg see if they can identify some sections of roads that would be good candidates for this grant program.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Mike King, Secretary
Ronald J. Seitz, P.E., Chief



Phone: 785-296-3861
Fax: 785-296-2079
Hearing Impaired - 711
publicinfo@ksdot.org
<http://www.ksdot.org>

Sam Brownback, Governor

BLP Memo 15-07

MEMO TO: County Engineers/Road Supervisors/Highway Administrators/Public Works Directors;
Consulting Engineers

DATE: April 17, 2015

SUBJECT: High Risk Rural Roads Program Request for Applications

I'm pleased to announce that the Kansas Department of Transportation is currently accepting project applications for the High Risk Rural Road (HRRR) program for federal fiscal years **2016-2018**. The HRRR program is a part of the Highway Safety Improvement Program (HSIP) and there is expected to be approximately \$10 million available for projects over this **three-year period**.

In general this competitive program allows federal funds to be used to pay up to 90 percent of the cost of construction and construction engineering for projects intended to improve the safety of rural roads. Roadways eligible for funding are rural major collectors, rural minor collectors, and local roads; however, priority will be given to projects on rural major collectors.

The County is usually responsible for 10 percent of construction and construction engineering costs plus all costs related to preliminary engineering, right of way, and utility relocations. Federal funding of all phases is allowable with this program and will be considered on a project by project basis if the County requests funding of these phases in the application. Certain projects may be funded up to 100 percent using federal funds; these include projects to upgrade signs to MUTCD conformance or to install pavement markings or rumble strips. Funding amounts for individual projects will be determined by a committee based on a variety of factors including, but not limited to, scope of project, availability of funds, and an equitable state-wide geographic distribution of the funding.

Projects funded under this call for projects will be obligated in federal fiscal years 2016-2018, with letting scheduled no later than October 2018. Projects which will be designed and ready for letting in 2016 are expected to be given priority for funding. All applications should indicate a proposed letting date.

As part of the FFY 2015 program, Local (County) Road Safety Plans (LRSP) are being piloted in four counties. Counties may apply for an LRSP with this call for projects; our goal is that approximately 20 LRSPs will be programmed each year until all counties desiring a plan are accommodated. It is anticipated that the plans may cost \$40,000 with the County being responsible for 10 percent of those costs. In the future, projects based on LRSPs will be given priority for HRRR funding.

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The Bureau of Local Projects encourages projects with a low-cost systemic focus. This may include corridor-wide safety improvements such as sign upgrades, pavement markings, roadside obstacle removal (e.g. trees and headwalls), sight distance preservation, addition of rumble strips/stripes, construction of a safety edge, or countermeasures to improve horizontal curve conditions. Systemic projects do not require supporting crash documentation to qualify for funding.

Site specific improvements are also eligible, but these require supporting data indicating the safety need. This supporting data may include, but is not limited to, a crash analysis, TEAP study recommendations, or Practical Road Safety Assessment recommendations.

Attached is a 2016-2018 HRRR Project Funding Application and KDOT Form 1302. The 1302 will only proceed if the project is selected for funding. We also request that you provide details, supplemental information, a map, and an estimate with your application, if applicable. This will aid in the evaluation process.

Please submit your applications and supporting documentation via email to: Lpeplans@ksdot.org
(for files less than 8 MB in size)

For larger file(s), please send an email to Lpeplans@ksdot.org and place the documents on KDOT's FTP site in accordance with the instructions located at: [KDOT FTP Instructions](#)

Applications must be received by June 12, 2015.

Questions about the HRRR program may be directed to Nelda Buckley, Local Road Engineer, at (785) 296-0417 and electronically at NBuckley@ksdot.org or Ed Thornton, Road Team Leader, at (785) 296-0415 and electronically at EdwardT@ksdot.org

Local Projects will send an email to confirm that your application has been received. If you do not receive an email confirmation by the June 12, 2015, deadline, please contact us.

Sincerely,



Ronald J. Seitz, P.E., Chief
Bureau of Local Projects

Attachments

cc: Jim L. Kowach, P.E., Director, Division of Engineering and Design
Steven Buckley, P.E., State Safety Engineer
District Engineers
FHWA

MESSAGES FROM OTHER GOVERNMENTAL ENTITIES MESSAGES FROM THE PUBLIC MESSAGES FROM APPOINTED OFFICIALS

Item One: Judy Freeman, Zoning Administrator, presenting Motion of Recommendations for a zoning and change and for a short plat subdivision that is being developed by Bill Forrest. Ms. Freeman introduced the case and discussed the specific

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issues of this proposed subdivision. Ms. Freeman stated that the Planning and Zoning Board has recommended that the change in zoning for this area be approved and that the short plat for Forrest Estates South Addition be approved. Mr. Freeman discussed that an adjacent landowner had complained about the trash that comes primarily from an apartment complex that is across the street and inside the city limits and they were concerned about the water runoff from this development. Ms. Freeman stated that the city has a sewer main directly across the street from this development and that zoning regulations require that they connect to a municipal sewer within 400 feet if it is feasible. The city sewer line is located 8 feet deep at that point and it would cost between \$25,000 and \$40,000 to connect and the zoning board recommends that a variance be granted that would allow the homes to be built on these lots to install septic systems for their wastewater. Commissioner Wood wanted to be sure that everyone understands that the road into this development is not designed to county standards and it is a private road that the county will not be responsible for maintaining. There was a discussion of the zoning regulations that allow the developer to obtain a variance from connecting to a municipal sewer. The Commissioners felt that this development should be allowed.

On motion (15-124) of Commissioner Moody and the second of Commissioner Murphy to approve the Motion of Recommendation for an amendment of the zoning from agriculture to rural residential for the development known as Forrest Estates South Addition as recommended by the Crawford County Planning and Zoning Board.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

CRAWFORD COUNTY, KANSAS
PLANNING AND ZONING BOARD
MOTION TO APPROVE

Re: Rezoning Motion

A motion was made by Murray Balk and seconded by Greg Murray to recommend the amendment of the zoning for the proposed development from Agriculture to Rural Residential to the County Commissioners. Said development would be Forrest Estates South Addition.

Motion stood approved.

Attest:

Kathy Flora, Chairman 2015

On motion (15-125) of Commissioner Moody and the second of Commissioner Murphy to approve the Motion of Recommendation for the adoption of a short plat for the development to be known as Forrest Estates South Addition and grant a variance from the requirement to connect to a municipal sewer as recommended by the Crawford County Planning and Zoning Board.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

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Present but not voting:

Absent or not voting:

The motion prevailed.

CRAWFORD COUNTY, KANSAS PLANNING AND ZONING BOARD

MOTION OF RECOMMENATION

Re: Development
Forrest Estates South Addition

A motion was made by Murray Balk and seconded by Dee Hough to recommend to the County Commissioners adoption of the proposed development known as Forrest Estates South Addition and that the commissioners also consider granting the sewer connection variance.

Vote: 4 ayes
2 absent
1 abstaining
2 nays

KF yes DH yes MB yes GM yes JZ no BG no

Motions carried.

Attest:

Kathy Flora, Chairman 2015

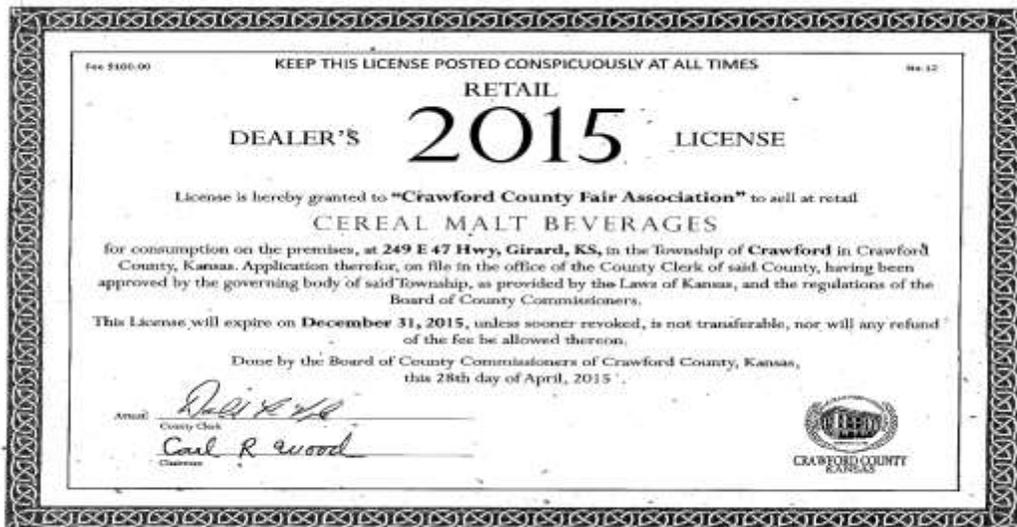
Item Two: County Emergency Management Director Eldon Bedene regarding some training that he and his assistant, Tracy, had recently received on the Emergency Operations Plan and that they will be working with the representatives from the state on some additional issues. Mr. Bedene also discussed that he and Tracy and two employees of the County Clerk's Office will be attending training in Fort Scott on May 5 to get updated on changes with the badging system. Mr. Bedene stated that the state is now pushing for the counties to enter all of the equipment from the cities and fire departments into the State Emergency Management System so that it could be quickly and easily identified for use in the case of a disaster or emergency. Mr. Bedene also discussed how the State Emergency Management Badging System works to help make it easier to track people and resources used in a disaster cleanup. Commissioner Wood was answered that all of the information for the people entered into this badging system is maintained on the state's computer system and is available through the internet and that the County Clerk's Office has the paper sheets that were filled out by the individuals. It was discussed that a card with a barcode for each dump truck or backhoe or other piece of equipment would be issued.

MESSAGES FROM ELECTED OFFICIALS

Board of Crawford County Commissioners

PROCLAMATIONS AND ORDERS OF THE BOARD NEW BUSINESS:

Item One: County Clerk Don Pyle presenting one application for 2015 Cereal Malt Beverage Licenses for “Crawford County Fair Association” 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. It was discussed that in talking with the Crawford County Fair Board and the American Legion a decision was made on the best way for CMB licenses to be issued so that they could both use the Legion Stand at the fairgrounds. Mr. Pyle stated that the Fair Board would hold a license for the entire year as they will use the stand several times at events throughout the year for fundraising and the American Legion will only use the stand during the Crawford County Fair and they will obtain a Special Event Permit in order to be able to sell cereal malt beverages from the same location at different times of the year.



On motion (15-126) of Commissioner Moody and the second of Commissioner Murphy 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.

2015 Cereal Malt Beverage Licenses

APPLICANT: “Crawford County Fair Association”

PREMISES: 249 E 47 Hwy, Girard, KS

(For consumption on the premises)

Yeas: Commissioners Moody, Murphy and Wood

Board of Crawford County Commissioners

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Two: County Clerk Don Pyle presenting the County Clerk's Report for April 2015. Mr. Pyle gave the Commissioners a copy of the County Clerk's Report for April 2015 and the March 2015 to April 2015 Change in Expenditures. Mr. Pyle discussed most of the items that caused expenses to increase in the funds. It was discussed that the rock bills paid in April were probably for rock delivered in March. The Commissioners had some comments on the expenses and wanted to review this until the next meeting.

Item Three: County Clerk Don Pyle regarding additional information received from the SEK Regional Planning Commission on the CDBG grant funding and the areas in the county that qualify for LMI Funding. Mr. Pyle stated that he was told that none of the townships qualify for the LMI Funding through their 2010 Census data and he had written in the actual LMI percentages for all of the townships in the county. It was discussed that those areas would have to do surveys of the residents in order to qualify for the LMI Funding. Mr. Pyle also stated that the CDBG applications for funding for fire and EMS equipment are not due until the fall. Commissioner Wood asked that Mr. Pyle be sure to inform the cities of these programs again.

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Special Round of CDBG Funding – Sidewalks, Community Storm Shelters, Playground Equipment and City Owned Park Improvements

For the 2015 grant year, the Kansas Department of Commerce will make available a new round of CDBG funding up to \$15 million:

- A. Up to \$12 million: Grant requests may not exceed \$350,000 or \$2,000 per beneficiary. The minimum is \$100,000.
Applications must provide 10 percent cash match:
 - I. Sidewalks
 - II. Community storm shelters
 - III. Playground equipment and city owned park improvements (tennis, basketball courts, bathrooms, open shelter houses and improvements to lighting where non currently exist)
 - IV. Combination of above
- B. Micro-loan grants up to two million dollars - \$50,000 minimum up to \$100,000 maximum grant:
 - I. Open to counties only
 - II. Counties with no Micro-loan program or CDBG County LRLF's in place may apply
- C. Regional Home Handicapped Accessibility program up to one million dollars. Minimum of \$75,000 per county up to a \$400,000 maximum grant.
 - I. Open to multi-jurisdiction (multi-county i.e. two or more)

To be eligible, projects must qualified 51% Low-to-Moderate and Preliminary Engineering Report submitted with application. Cities and townships already considered 51% Low-to-Moderate in our 12-County region using the 2010 Census are:

<u>Allen County</u> City of LaHarpe City of Mildred Humboldt Township	<u>Coffey County</u> City of Waverly Key West Township	Sheridan Township Stanton Township Valley Township
<u>Anderson County</u> City of Kincaid City of Westphalia Indian Creek Township North Rich Township Welda Township	<u>Crawford County</u> City of Arcadia City of Cherokee City of Mulberry City of Pittsburg City of Walnut	<u>Montgomery County</u> City of Cherryvale City of Havana City of Liberty
<u>Bourbon County</u> City of Bronson City of Redfield	<u>Labette County</u> City of Chetopa City of Labette City of Mound Valley Labette Township Mound Valley Township	<u>Neosho County</u> City of Stark Grant Township Ladore Township
<u>Cherokee County</u> City of Roseland City of Weir City of West Mineral Cherokee Township Lola Township Neosho Township Ross Township Salamanca Township Sheridan Township	<u>Linn County</u> City of Blue Mound City of LaCygne City of Pleasanton City of Prescott Blue Mound Township Centerville Township Scott Township	<u>Wilson County</u> City of Fredonia Chetopa Township Fall River Township Verdigris Township
	<u>Washington County</u> Baker 24.35% Crawford 21.67% Grant 8.33% Lincoln 33.12% Osage 40.00% Sheridan 39.80% Sherman 44.59% Walnut 35.88% Washington 35.12%	<u>Woodson County</u> City of Neosho Falls City of Toronto City of Yates Center Liberty Township Neosho Falls Township

Applications are due June 1, 2015 with anticipated grant announcement by July 15th. If you would like more information, please contact the Southeast Kansas Regional Planning Commission at (620) 421-0080 or visit <http://KansasCommerce.com/cdbgspecialround>.

Item Four: County Counselor Jim Emerson regarding the form and procedure to apply for the disbursement of funds that are available from KDOT through the Federal Fund Exchange Program. Mr. Emerson explained that by applying for the funds in advance, the county will only receive 90% of the funds which is the same as the county having to come up with the 10% match later. Commissioner Wood wanted these funds to be locked so that it could not be used for other purposes. Mr. Emerson stated that the Equipment Reserve Fund is already set up to allow for money to go through that fund that

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can also be used for bridge building. Commissioner Murphy wanted to be sure that we have the flexibility down the road to use these funds for roads or rock or other items in addition to building bridges.

Agreement No. 90-15

PROJECT NO. 19 C-4604-15
FUND EXCHANGE
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 (the "County").

RECITALS:

- A. Secretary has authorized a Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to Secretary.
- B. County desires to exchange all or a portion of County's annual allotment of Federal Funds for State Funds at the Exchange Rate or to bank all or a portion of its annual allotment, such amount to be used in the future for either a Federal-Aid Project or exchanged for State Funds at the Exchange Rate.
- C. Secretary and County are empowered by the laws of Kansas to enter into agreements incident to the financing, construction, and maintenance of county roads utilizing federal or state funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following 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. "County" means Crawford County, Kansas.
3. "Effective Date" means the date this Agreement is signed by the Secretary or his designee.
4. "Exchange Rate" means the exchange of Federal Funds allotment for State Funds at a rate of ninety percent (90%) of State Funds for one hundred percent (100%) of local federal obligation authority for costs incurred pursuant to this Agreement, on a reimbursement basis.

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5. **"Federal Funds"** means federal-aid transportation funds, including Surface Transportation Program funds, for use on state and local federal-aid transportation projects.
6. **"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.
7. **"Parties"** means the Secretary and KDOT, individually and collectively, and the County.
8. **"Secretary"** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
9. **"State Funds"** means State of Kansas transportation funds.

ARTICLE II

TERMS OF AGREEMENT:

1. **Secretary Authorization.** Secretary is authorized by County to take such steps as are deemed by Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this exchange.
2. **Incorporation of Program Application.** County has submitted a program application for this Federal Fund exchange, which is hereby incorporated into and made a part of this Agreement for all purposes.
3. **Exchange of Funds.**
 - (a) When the County requests to use the banked funds for a Federal-Aid Project, the Secretary will apply one hundred percent (100%) of the requested amount to said project, up to \$452,473.30 in Federal Funds.
 - (b) When the County requests to use the exchanged or banked funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
 - (i) County authorizes Secretary to retain and use \$452,473.30 of County's annual allotment of Federal Funds for federal fiscal year 2014 and 2015 in exchange for State Funds at the Exchange Rate.
 - (ii) Secretary shall reimburse County, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, up to \$407,225.97. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the County.

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- (iii) Any State Funds exchanged pursuant to this Agreement may be carried over in the next federal fiscal year by County.
- (iv) County understands that Secretary may use the retained Federal funds exchanged by County for any federally eligible purpose or project within the State.
- (v) The Secretary will make partial payments to County for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by County and any reimbursement form required by KDOT.

4. Limitations on Use of State Funds.

- (a) County shall not deposit the exchanged State Funds into the operating budget for the County.
- (b) County shall use the State Funds exchanged pursuant to this Agreement for:
 - (i) specific road and bridge projects, as pre-approved by the Secretary, which are eligible under KDOT's Federal Fund Exchange Guidelines, including but not limited to roadway construction, reconstruction or rehabilitation, pavement preservation programs, bridge construction, replacement, rehabilitation, repair and removal, construction of low water crossing, safety improvement programs; and
 - (ii) for all phases of the pre-approved road and bridge project including, but not limited to preliminary engineering, right of way acquisition, utility relocation, construction and inspection.
- (c) Upon completion of the road or bridge project, County shall notify Secretary and allow the Secretary to participate in a final review of the road or bridge project. 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.

5. Availability of State Funds. The total dollars exchanged under this Agreement are contingent upon the availability of State funds. If, in the judgment of Secretary, sufficient State Funds are not appropriated to continue the function performed in this Agreement, Secretary may terminate this Agreement without further notice. Secretary will not be responsible to County for any reduction in State Funds.

Board of Crawford County Commissioners

6. **Availability of Federal Funds.** The total dollars exchanged under this Agreement are also contingent upon the availability of Federal funds. If, due to Congressional funding restrictions, sufficient Federal funds have not been allocated to County, Secretary shall exchange funds in the amount available.
7. **Audit.** County will participate and cooperate with Secretary in an audit which will occur either annually or by project. County shall make its records and books available to representatives of 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 to the County for items considered non-participating, County shall promptly reimburse Secretary for such items upon notification by Secretary.
8. **Compliance with Federal and State Laws.** County shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.
9. **Right of Way Acquisition.** All right of way acquisition for the project shall be done in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.
10. **Legal Authority.** County shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
11. **Indemnification.** To the extent permitted by law, County agrees to defend, indemnify, hold harmless, and save Secretary and his or her 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 County or County's employees.

ARTICLE III

GENERAL PROVISIONS:

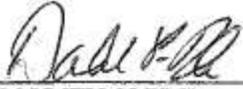
1. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

Board of Crawford County Commissioners

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon Secretary and County and their successors in office.
4. **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.
5. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.
6. **Effective Date.** This Agreement will become effective as of the date signed by Secretary or his designee.

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

ATTEST:

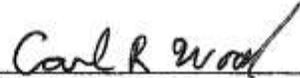
 5/1/2015

COUNTY CLERK (Date)

(SEAL)



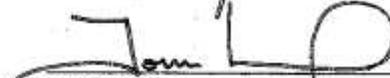
CRAWFORD COUNTY, KANSAS



CHAIRPERSON



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

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KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(Revised 9/29/11)

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Special Attachment No. 1

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- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

Board of Crawford County Commissioners

Special Attachment No. 4

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"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 thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

- Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
- Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1118; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*
- The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

On motion (15-127) of Commissioner Moody and the second of Commissioner Murphy to approve the Agreement between Michael S. King, Secretary of Transportation, Kansas Dept. of Transportation and Crawford County, Kansas, for a portion of the allotment to Crawford County under the Federal Fund Exchange Program and Authorize the Chairman to Sign.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Board of Crawford County Commissioners

Present but not voting:

Absent or not voting:

The motion prevailed.

UNDER THE HEADING OLD BUSINESS

Item One: County Clerk Don Pyle regarding a request from CLASS LTD to complete the Agreement for Services for 2015. Mr. Pyle stated that the county had not completed this form prior to the meeting with all of the organizations that are providing services to the developmentally disabled in Crawford County.

Board of Crawford County Commissioners



ASSISTING INDIVIDUALS WITH DISABILITIES ALONG LIFE'S JOURNEY

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

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this 1st day of May, 2015 by and between the Board of County Commissioners of CRAWFORD COUNTY, KANSAS, hereinafter called Commissioners and CLASS LTD, hereinafter called "Service Provider."

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

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

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

1. Term. The term of this agreement shall be for one (1) year commencing January 1, 2015 and ending December 31, 2015.

2. Consideration. The Commissioners agree to levy taxes upon all the taxable tangible property in the County as provided by K.S.A. 19-4004 for the purpose of providing revenue to pay for services for the residents with mental retardation of said county. Upon receipt of such tax money, the Commissioners shall pay the amount budgeted or actually received (whichever is less) to the Board of Directors of the Service Provider and the Board of Directors of the Service Provider is authorized to receive and expend such moneys to provide services for residents with mental retardation of said county. Payment of tax money will be schedule for tax distribution dates. The amount to be budgeted for 2015 is \$137,817.

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

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

CLASS LTD
Service Provider

By: Scott Thompson
Scott Thompson
President/CEO

COMMISSIONERS:
Board of County Commissioners
Crawford County

Carl Roward
Jan Lep
Off Murray

620-429-1212 • 620-429-8724 FAX • classltd.net

Board of Crawford County Commissioners



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

April 24, 2015

Don Pyle
Crawford County Clerk
Crawford County Court House
PO BOX 249
Girard, Kansas 66743

Dear Mr. Pyle:

Enclosed are two 2015 agreements for the commissioner to sign for CLASS LTD to provide services for individuals with mental retardation in Crawford County with county mill levy funds. The Commissioners agreed to the full amount of mill levy funding for 2015 at their April 7 meeting.

Scott Thompson, President/CEO, has signed both for your records. Please have the commissioners sign both agreements and return one to me in the enclosed envelope.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Melody White".

Melody White
Executive Assistant

Enclosures

On motion (15-128) of Commissioner Moody and the second of Commissioner Murphy to approve the Agreement For Services with CLASS LTD for services to the developmentally disabled in 2015 with funding budgeted in the amount of \$137,817.00.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

EXECUTIVE SESSION

Item One: Commissioner Wood asked for a work session to discuss personnel matters involving non-elected personnel.

On motion (15-129) of Commissioner Murphy 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 items that would be deemed privileged in the attorney client

Board of Crawford County Commissioners

relationship and to include the Board of County Commissioners and County Counselor Jim Emerson.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

The Commissioners went into Executive Session at 11:38 AM and reconvened the Open Session at 11:53 AM with no action taken except to go back into open session.

UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS FUTURE BUSINESS:

ANNOUNCEMENTS:

Item One: May 5, 2015 - The Regular Meeting of the Board of Commissioners is cancelled .

UNDER THE HEADING MOTION TO ADJOURN MOTION TO ADJOURN

Item One: Adjournment

On the motion of Commissioner Murphy and the second of Commissioner Moody to adjourn the [May 1, 2015](#) meeting of the Board of Crawford County Commissioners at 11:54 AM and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Moody, Murphy 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 5/1/15 at 11:54 AM, Amended by DPP 5/4/15 at 12:55 PM/amended BKW 05/05/2015 9:47 AM](#)