Commissioners' Journal

2018, FIFTY-FOURTH MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM

Girard, KS Tuesday, July 24, 2018, 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.

Commissioner Carl Wood was in attendance.

County Clerk Don Pyle was seated with the Board.

Vice-Chairman Moody along with the Pittsburg Little League 12-year-old All Stars led the pledge of allegiance.

UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING CONSENT AGENDA

On motion (18-271) of Commissioner Wood and the second of Commissioner Moody that the consent agenda be approved including:

1. Approval of the July 20, 2018 minutes of the Board of County Commissioners.

Yeas: Commissioners Moody and Wood Nays:

Present but not voting:

Absent or not voting: Commissioner Murphy

The motion prevailed and the consent agenda was approved.

SIGNING OF MOTIONS

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

Motion 18	267	That the consent agenda be approved including: Approval of the July 17, 2018 minutes
Motion 18	268	To approve the Equipment Lease with Purchase Option between GNBank NA and Crawford County Commissioners Crawford County Kansas for equipment for the EMS Department in the amount of \$711,691.00 for 60 months at 2.25% interest and authorize the Vice-
Motion 18	269	Chairman to sign To recess this open session and go into a closed executive session for a
	209	period of not more than 10 minutes to discuss items that would be deemed privileged in the Attorney Client Relationship and to include the Board of County Commissioners and County Counselor Jim Emerson and to reconvene by 10:42 AM

Motion 18	270	To recess this open session and go into a closed executive session for a
		period of not more than 10 minutes to discuss Non-Elected Personnel
		and to include the Board of County Commissioners and County
		Counselor Jim Emerson and to reconvene by 10:53 AM

UNDER THE HEADING NEW BUSINESS PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS MESSAGES FROM ELECTED OFFICIALS MESSAGES FROM APPOINTED OFFICIALS MESSAGES FROM THE PUBLIC

Item One: Pittsburg Little League 12-year-old All Stars requesting donation to Regional Tournament. Teams members Tyson Bennett, Jackson Turnball, Tucker Akins and Parker Johnston all addressed the Commissioners and stated their position on the team. They explained that they qualified for and will be attending the Regional tournament in Indianapolis, Indiana and asked for a donation from the Commissioners to assist with travel expenses to the tournament.

On motion (18-272) of Commissioner Moody and the second of Commissioner Wood to approve a donation of \$500 to the Pittsburg Little League 12-year-old All Stars to help with travel expenses to the Regional Tournament in Indianapolis, Indiana. Yeas: Commissioners Moody and Wood Nays: Present but not voting: Absent or not voting: Commissioner Murphy **The motion prevailed.**

Item Two: Mr. Thomas Grady addressed the Commissioners with concerns about South 200th Street. Mr. Grady stated that he resides at 793 S 200th Street and is concerned with the amount of 18-wheel semi-trucks traveling the road and the condition of the road. Mr. Wood explained how the road is shared with the City of Pittsburg. Mr. Grady stated that he would like the road overlaid. The Commissioners explained how the money is used in their districts for road maintenance and the area that Mr. Grady is concerned with is in Commissioner Murphy's district. They also discussed the cost of chip and seal versus overlaying. Mr. Grady reported on how many 18-wheel semi-trucks traveled down 200th Street during certain periods that he kept a count of. Mr. Grady explained where the No Jake Brake signs are located and stated that the signs do not seem to be working. He said that more signs should be erected and stated where he felt the signs would be effective. Mr. Grady explained that his concerns are with the condition of the road, the amount of big truck traffic and the noise. There was a discussion on lowering the speed limit on certain portions of the road. Mr. Wood stated that he will speak with Mike Peak from the Sign Department to get additional No Jake Break signs erected. There was also a discussion on the bridges and the weight limit on the county bridges on that road and Mr. Wood will check into this issue and will speak with County Counselor Jim Emerson and Commissioner Murphy about lowering the speed limit on certain portions of 200th Street.

Mr. Grady addressed concerns with Crawford County Sewer District #2 (W 4th Street) and the monthly rate increase. Mr. Wood explained that the Sewer District fund was short a few months during the last couple of years and that money was taken out of the County's General Fund to cover the sewer district expenses. Mr. Wood stated that there is a problem somewhere with surface water getting into the sewer that cannot be found and a smoke test was done 2 years ago. Ms. May Smith showed the monthly bills in 2018 and 2017 in which the sewer district did not have the funds to pay the expenses and they had to be paid out of the general fund and provided copies of the bills to Mr. Grady. Mr. Wood explained that landowners who do not pay their monthly fees will have those costs assessed to their real estate tax bill. There was a discussion on manholes and GIS Director Kyle Nelson provided Mr. Grady with a map of all the man holes in Crawford County Sewer District #2.

Item Three: A landowner on 196th Street addressed concerns with the condition of the road and Mr. Wood suggested she contact Mr. Murphy when he returns.

Item Four: Ms. Judy Strahan, 1521 Main Street Pittsburg addressed the Commissioners about Main Street between 4th Street and 20th Street. She stated that half of the road is in the City Limits of Pittsburg and half is in the County and stated that the road has not been touched in 20 years. Mr. Strahan stated that most of the homes are in the County and the ditches have been mowed by the county only once this year. Mr. Moody stated that he will have his crew mow the ditches and Ms. Strahan should contact Mr. Murphy about the condition of the road.

MESSAGES FROM OTHER GOVERNMENTAL ENTITIES PROCLAMATION AND ORDERS OF THE BOARD NEW BUSINESS

Item One: County Clerk Don Pyle presenting the Kansas Housing Resources Corporation 2018 Emergency Solutions Grant. The Commissioners requested that they be sent the information on the grants for Safehouse a little more in advance so they have the opportunity to review them before approving.



RESOURCES CORPORATION

July 13, 2018

Jim Emerson, County Counselor Crawford County (Sub-Recipient) PO Box 249 Girard, KS 66743

Kansas Housing Resources Corporation (Recipient) is pleased to announce your 2018 Emergency Solutions Grant award. These funds have been conditionally awarded. Please advise your Sub-Awardee, Safehouse Crisis Center, Inc., of this award.

2018 ESG Grant	
Street Outreach	
Emergency Shelter	\$23,150.00
Homeless Prevention	
Rapid Re-Housing	
HMIS	\$350.00
Administration	\$635.00
Total Award	\$24,135.00

Please obtain the signature of the Authorized Sub-Recipient official and return a copy of the attached Notification of Grant Award to KHRC no later than <u>August 1, 2018</u>. If you have questions or need more information, please feel free to contact me.

Cordially,

Cline

James Chiselom Program Manager, Emergency Shelter Grant Kansas Housing Resources Corportation 611 S. Kansas Ave. Suite 300 (785) 217-2046



RESOURCES CORPORATION

July 13, 2018

RE: 2018 Emergency Solutions Grant Conditional Award Technical Submission

Dear ESG Sub Recipient:

Attached below you will find the following five documents:

- 1) Contractual Provision Attachment (DA 146a)
- 2) Grant Award Conditions
- 3) Notification of Grant Award
- 4) Detailed Budget Itemization
- 5) Faith Based Agency Certification

Following are the instructions for each document:

- 1) Contractual Provisions Attachment Read, obtain an authorized signature, send copy to KHRC and place a copy in your ESG file.
- 2) Grant Award Conditions Read, obtain an authorized signature, send copy to KHRC and place a copy in your ESG file.
- Notification of Grant Award Amounts entered under Project Budget should match the amounts listed on your award letter. <u>Mail signed original to KHRC</u> and place a copy in your ESG file.
- 4) Detailed Budget Itemization PLEASE TYPE THIS FORM.
 - Fill in Sub Award agency's name and address (<u>fill one out for each sub-award agency</u>), fill out specific activities under appropriate categories (refer to the application under activities if you have questions about what activities should go under what categories).
 - Put in dollar amount of funds beside each category, (not activity), and then total under "TOTAL APPROVED ESG EXPENSES". Fill out dollar amount under appropriate Matching Funds section. Match amount is 100% of grant award NOT including administration funds. Make sure that your matching funds is the same as what was placed under "Local Matching Funds" on the "Notification of Grant Award".
 - Have the appropriate City or County official sign and date the form, place a copy in your ESG file and send a copy to KHRC by <u>Wednesday</u>, August 1, 2018.
- 5) Fair Based Agency Certification Complete, obtain authorized signature, send copy to KHRC and place a copy in your ESG file.
 - If the Sub Award Agency is Faith Based, the certification form must be completed and submitted with grant documents.

The following administrative policies for the Sub Recipient (City or County) and the Sub Award (ESG services provider) must now be submitted before ESG funds will be awarded:

- Drug Free workplace policy 2CFR 2429
- Conflict of interest policy 24 CFR 576.404

NOTE: Your conditional award is completed once you have received the signed Notification of Grant Award from our office. The contract period for these funds will be July 1, 2018, to June 30, 2019.

Cordially,

19

Cline

James Chiselom Program Manager, Emergency Shelter Grant Kansas Housing Resources Corportation 611 S. Kansas Ave. Suite 300 (785) 217-2046

State of Kansas Department of Administration DA-146a (Rev. 1-01)

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. 1-01), 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 <u>_1st_</u> day of <u>_July 2018.</u>

- <u>Terms Herein Controlling Provisions</u>: 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.
- <u>Agreement with Kansas Law</u>: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 3. <u>Termination Due To Lack Of Funding Appropriation</u>: 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, payment shall revert to contractor at the end of 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.
- <u>Disclaimer of Liability</u>: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 <u>et seq.</u>).
- 5. <u>Anti-Discrimination Clause</u>: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 <u>et seq.</u>) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-111 <u>et seq.</u>) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 <u>et seq.</u>) (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. 44-1116; (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 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 contract or supplicable provisions of ADA, such violation shall constitute a breach of contract and the 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.

Parties to this contract understand that 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.

- <u>Acceptance of Contract</u>: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. <u>Arbitration, Damages, and Warranties</u>: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay altorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 8. <u>Representative's Authority to Contract</u>: 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.
- 9. <u>Responsibility for Taxes</u>: The State of Kansas 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.
- 10. Insurance: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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 <u>et seg</u>.
- 12. <u>The Eleventh Amendment</u>: "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."

Vice-Chair

Signature and Title

7/24/2018

Date

Grant Sub Award Conditions Kansas Emergency Solutions Grant Program

- 1. The Local Government must match the amount of the State's grant dollar-for-dollar, except for the "Local Government Administration" allocation. Matching funds must be provided *after* the date of the grant sub award to the grantee. If a hardship would occur in meeting the match, exemptions may be requested in writing.
- 2. The terms of the State's grant award, the required local match, and the Local Government's expenditure of grant funds are subject to Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 24 CFR Part 84 & 85, 2 CFR Part 200 and "Emergency Solutions Grant Program" 24 CFR Part 576.
- 3. All ESG Sub Recipients must have signed the "Certification of Local Approval for Nonprofit Organizations" and the, "Local Unit of Government Emergency Solutions Grant Program FY2018 Certifications" contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
- 4. The Local Government's requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the "Notification of Grant Sub Award" and "Budget Itemization". Any request for changes must be submitted to the Kansas Housing Resources Corporation (Corporation) in writing.
- 5. When salaries are included in the State's grant sub award, concurrent with the first reimbursement of salaries, the local Government shall submit the name, title, beginning date, and qualifications of the employee(s).

14:

- 6. The State will de-obligate and recapture from the Local Government, any unexpended grant funds after the ending date of grant sub award, unless an extension is agreed to for completion of activities specified in the "Notification of Grant Sub Award" and "Budget Itemization."
- 7. The Local Government, and nonprofit organizations to which it distributes Emergency Solutions Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of five years after completion of the State's Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
- 8. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts. Any contract or agreement entered into by the Recipient shall contain language comparable to this section so as to assure access by authorized parties to the pertinent records of any sub recipient, contractor, or subcontractor.

- 9. The Local Government shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Local Government shall submit any other reports, containing such information, and at such times as may be required by the Kansas Housing Resources Corporation & 24 CFR 576.500.
- 10. The Local Government and nonprofit organizations funded under this grant sub award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Solutions Grant activities.
- 11. Special Conditions: The specific provisions found in "Contractual Provisions Attachment" (Form DA-146a), attached hereto to be executed by parties to this agreement, and are hereby incorporated into this agreement and made a part hereof.
- 12. No Local Government or nonprofit organization may participate in the ESG funded project in any capacity or be a recipient of Federal funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- Local Governments with Grant sub awards of amounts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
- 14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Local Governments that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 15. KHRC may terminate this Agreement or any Grant Sub Award upon written notice if Recipient materially breaches this Agreement and fails to correct the breach within 30 days following written notice specifying such material breach. Grant Sub Awards for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

16. Termination for Cause and for Convenience (contracts of \$10,000 or more). (a) KHRC may terminate this contract in whole, or from time to time in part, for KHRC's convenience or the failure of the Local Government to fulfill the contract obligations (cause/default). KHRC shall terminate by delivering to the Local Government a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Local Government shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KHRC all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process. (b) If the termination is for the convenience of KHRC, KHRC shall be liable only for payment for services rendered before the effective date of the termination. (c) If the termination is due to the failure of the Local Government to fulfill its obligations under the contract (cause/default), KHRC may (1) require the Local Government to deliver to it, in the manner and to the extent directed by KHRC, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Local Government shall be liable for any additional cost incurred by KHRC; and (3) withhold any payments to the Local Government, for the purpose of set-off or partial payment, as the case may be, of amounts owned by KHRC by the Local Government. In the event of termination for cause/default, KHRC shall be liable to the Local Government for reasonable costs incurred by the Local Government before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

Signature Vice-Chair Title

7/24/2018

Date

FFY2018 EMERGENCY SOLUTIONS GRANT - CDFA# 14.231 NOTIFICATION OF GRANT AWARD

State of Kansas

Kansas Housing Resources Corporation 2018 Department of Housing and Urban Development Grant Award Date -July 1, 2018 DUNS# -137043662 - FEIN# - 71-0950729 - Not R&D Indirect cost rate NA

Sub Recipient Name Crawford County, Kansas		Sub Recipient Address		
		P.O. Box 249 Girard, Kansas 66743		
Sub Recipient Federal Tax ID#	Sub Recipient Grant Number	Sub Recipient Grant Period	Sub Recipient Grant Sub Award	
48-6042132	ESG-FFY2018	From: 07/01/2018 To: 06/30/2019	_{\$} 24,135.00	

	EMERGENCY SOLUTIONS FUNDS	 PROJECT BUDGET
	Street Outreach	\$ 0.00
19	Emergency Shelter	\$ 23,150.00
	Homeless Prevention	\$ 0.00
	Rapid Re-Housing	\$ 0.00
	HMIS	\$ 350.00
	Local Government Administration (2.5%)	\$ 635.00
	TOTAL GRANT AWARD	\$ 24,135.00
	LOCAL MATCHING FUNDS	\$ 0.00
	TOTAL PROJECT COST	\$ 24,135.00

We, the undersigned, approve this grant sub award and the provisions set forth in the Grant Award Conditions and Emergency Solutions Grant Program statutes, rules, regulations, terms and conditions.

Authorized State Official			Authorized Sub-Reci	pient Off	icial	-
				\bigcap	7/24/20	18
Signature	Date	C	Signature	1	Date	
Dennis L. Mesa, Executive Di	rector		Tom Moody	Kice	e-Chair	
Printed Name Title			Printed Name	Title		(-4)

BUDGET ITEMIZATION KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM KANSAS HOUSING RESOURCES CORPORATION

Sub Recipient's Name	Sub Recipient's Address
Crawford County, Kansas	P.O. Box 249 Girard, Kansas 66743
APPR	OVED ESG EXPENSES
FO	DR SUB-AWARDEE
Safel	nouse Crisis Center, Inc.
STATE ESG FUNDS (See ESG Eligit Street Outreach (List standard	ble Amount Activities.) Sub items with planned expenses.)
	1
Emergency Shelter (List standa	rd sub items with planned expenses.) \$23,150.00
Homeless Prevention (List stan	dard sub items with planned expenses.) 0.00
	*
Rapid Re-Housing (List standa	rd sub items with planned expenses.) \$0.00
	*
HMIS. (List-standard sub items v	vith planned expenses.) 350.00

PAGE 2	
LOCAL MATCHING FUNDS	AMOUNT
Donated Materials or Buildings	\$
Value of Lease	
Value of Lease	\$
Staff Salaries	\$
Volunteer Time	\$
Other Non-ESG Sources	\$23,500.00
The Pritchett Trust \$20,000.00 Alcohol Funds, Crawford County \$3,500	•[23,300.00
FOTAL MATCHING FUNDS Must equal Total Approved ESG Expenses.)	\$ 23,500.00

BUDGET ITEMIZATION PAGE 2

I, the undersigned, approve this Budget Itemization.

no se e

Financial Officer of Sub-Recipient Responsible for ESG Account

710	7/24/2018	
Signature	Date	~
Tom Moody	Vice-Chair	
Name	Title	
620-724-6390	620-724-6841	
Telephone #	Fax #	



U.S. Department of Housing and Urban Development Great Plains Regional Office – Region VII 400 State Avenue, Room 200 Kansas City, KS 66101-2406

PROJECT NAME: Crawford County - Emergency Solutions Grant 2018

ERR FILE #: 2018ESG

Retain this form in the ERR of the subject project.

REQUIREMENTS listed at 24 CFR 58.6

1. AIRPORT RUNWAY PROTECTION ZONE / CLEAR ZONE NOTIFICATION [24 C.F.R. Part 51.303(a)(3)]

Does the project involve the sale or acquisition of property located within a Civil Airport's Runway Protection Zone or a Military Airfield's Clear Zone?

No. Cite or attach Source Document: City of Pittsburg - Airport Master Plan Update

(Project complies with 24 CFR 51.303(a)(3).)

() Yes. Notice must be provided to buyer. The notice must advise the buyer that the property is in a Runway Protection Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

2. COASTAL BARRIERS RESOURCES ACT

[Coastal Barrier Improvement Act of 1990 (16 U.S.C. 3501)]

Is the project located in a coastal barrier resource area?

(X) No. Cite or attach Source Document: <u>No CBRA in MO/KS/NE/IA http://www.fema.gov/nfip/cobra.shtm</u> (Proceed with project.)

() Yes. Federal assistance may not be used in such an area.

3. FLOOD DISASTER PROTECTION ACT [Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128)]

Does the project involve acquisition, construction or rehabilitation of structures located in a FEMAidentified Special Flood Hazard Area?

No. Cite or attach Source Document: FEMA Map Attached

(Proceed with project.)

() Yes. Cite or attach Source Document: ____

Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

() Yes. Flood Insurance under the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

() No. Federal assistance may not be used in the Special Flood Hazards Area.

XT	\square	Tom Moody, Vice-Chair	7/24/18
Responsible I	Entity Official: Si	gnature / Name / Title /Date	

On motion (18-273) of Commissioner Wood and the second of Commissioner Moody to approve the Kansas Housing Resources Corporation FY 2018 Emergency Solutions Grant and authorize the Vice-Chairman to sign.

Yeas: Commissioners Moody and Wood

Nays:

Present but not voting:

Absent or not voting: Commissioner Murphy

The motion prevailed.

Item Two: Mr. Pyle stated he received an email from Ms. Heather Spaur from FACT, Inc. requesting a Letter of Support from the Commissioners for Families and Children Togethers, Inc.'s proposal to the Kansas Department of Wildlife, Parks & Tourism Recreational Trails Program for a grant for the development of trails and restroom facilities at the Grilz Family Blue Sea Nature Preserve.

	Crawford County Courthouse PO Box 68 Girard, Kansas 66743 620-724-6115 620-724-6007 fax www.crawfordcountykansas.com	
		CRAWFORD COUN KANSAS
Heather Spaur, Chief O Families and Children T Pittsburg, KS 66762		
July 24, 2018		
Dear Ms. Spaur,		
Together, Inc.'s proposa Program (RTP). This g Blue Sea Nature Preserv benefits of participating approximately 2 miles o Wildlife Learning Sites.	oard of Commissioners wants to voice the il to the Kansas Department of Wildlife, Pr ant will fund the development of trails and re. We strongly support this grant application in outdoor recreation experiences in common f nature trails, quality restroom facilities, a Families and Children Together, Inc. will oups access, free of charge.	arks & Tourism Recreational Trails d restroom facilities at the Grilz Family ion and the focus to promote the health nunities with limited access by creating and an atmosphere similar to Outdoor
mental health services to	ogether, Inc. has been serving our commun the Crawford County Mental Health Cent w the valuable support they provide for ou	ter. As a partner with FACT, Inc., on
health in relationship to hypertension, and back and facilities at the Natu	t opportunity for people of all income leve mental health, weight, diabetes, arthritis, o pain. The mental health benefits that would re Preserve include positive effects on mor avioral disorders, reducing antisocial and o and stress management.	steoporosis, aging, heart disease, I be achieved from funding the trails od, cognitive function, anxiety,
only to health and welln	atural trails and quality restrooms availabless; they also include transportation, livabi , and historic preservation and community	lity, conservation, environment,
The Crawford County B from the development of	oard of Commissioners feels strongly that frails at the Nature Preserve and fully sup	our community would greatly benefit port FACT, Inc. in this endeavor.
Sincerely,		
Jomlf		

On motion (18-274) of Commissioner Wood and the second of Commissioner Moody to approve the Letter of Support of Families and Children Togethers, Inc.'s proposal to the to the Kansas Department of Wildlife, Parks & Tourism Recreational Trails Program for a grant for the development of trails and restroom facilities at the Grilz Family Blue Sea Nature Preserve and authorize the Vice-Chairman to sign. Yeas: Commissioners Moody and Wood Nays: Present but not voting: Absent or not voting: Commissioner Murphy

The motion prevailed.

Item Three: Commissioner Moody stated that he and Commissioner Wood will be attending a meeting with the City of Frontenac and the City of Pittsburg today at 1:30 PM at Earle's Engineering in Pittsburg to discuss the scope of services for a Wastewater Study.

UNDER THE HEADING OLD BUSINESS

Item One: Mr. Wood discussed the widener that is currently being rented.

EXECUTIVE SESSION

UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS

FUTURE BUSINESS:

Item One: July 31, 2018 – 8:30 AM Work Session to discuss 2019 Budget with District Court Administrator Mac Young attending.

Item Two: July 31, 2018 – Mr. Mac Young, Community Corrections Administrative Director presenting revised budget document for Community Corrections.

Item Three: August 3, 2018 – 8:30 AM Work Session discuss 2019 Budget.

ANNOUNCEMENTS:

Item One: July 24, 2018 -- Meeting at Earle's Engineering in Pittsburg at 1:30 PM to discuss the scope of services for a Wastewater Study. Commissioner Moody and Commissioner Wood will be in attendance.

Item Two: July 28, 2018 – 2018 Kansas Shrine Bowl at 7:00 PM at Carnie Smith Stadium, Pittsburg State University. All three Commissioners may be in attendance.

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 July 24, 2018 meeting of the Board of Crawford County Commissioners at 11:12 AM and to reconvene at the next regularly scheduled time with open doors. Yeas: Commissioners Moody and Wood Nays: Present but not voting: Absent or not voting: Commissioner Murphy **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

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This submission completed at the Crawford County Courthouse in Girard. Taken BKW 7/24/18 11:12 AM/amended BKW 7/26/18 11:45 AM