

# Board of Crawford County Commissioners

## Commissioners' Journal

2018, [SEVENTY-FOURTH](#) MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM

Girard, KS [Friday, October 12, 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 Jeff Murphy served as the presiding officer.

Commissioners Tom Moody and Carl Wood were in attendance.

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

Chairman Murphy led the pledge of allegiance.

### **UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING CONSENT AGENDA**

**On motion (18-363)** of Commissioner Moody and the second of Commissioner Wood that the consent agenda be approved including:

1. Approval of the [October 9, 2018](#) minutes of the Board of County Commissioners, and
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 18	361	That the consent agenda be approved including: Approval of the October 5, 2018 minutes
Motion 18	362	To approve the minimum bids for the properties that will be included in the Crawford County Tax Sale to be held Thursday, October 11, 2018 at 2:00 PM in the Courtroom at the Courthouse in Girard

### **UNDER THE HEADING NEW BUSINESS**

**PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS**

**MESSAGES FROM OTHER GOVERNMENTAL ENTITIES**

**MESSAGES FROM THE PUBLIC**

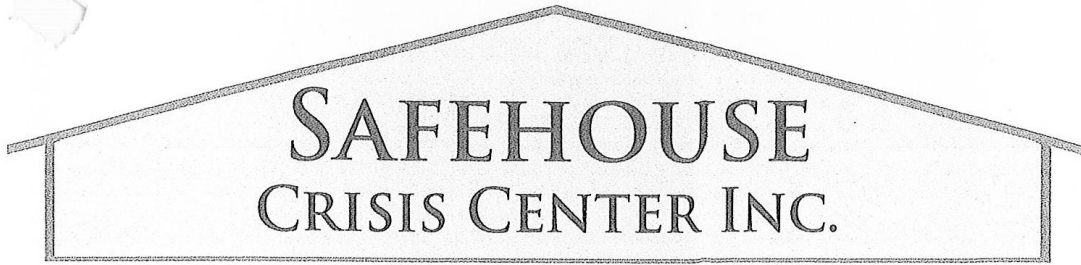
## **Board of Crawford County Commissioners**

**Item One:** Mr. Larry Raskopf, owner of Larry's Diesel Service, addressed the Commissioners in reference to the tractor bids. He stated that he spoke to Shop Foreman Greg Hite and received the information on the options the county is wanting for the tractors. He presented the Commissioners with the bid. The Commissioners stated they will review the bid.

### **MESSAGES FROM ELECTED OFFICIALS PROCLAMATION AND ORDERS OF THE BOARD NEW BUSINESS**

**Item One:** County Counselor Jim Emerson presented the Kansas Housing Resources Corporation Emergency Solutions Grant (ESG) Recipient Request for Reimbursement and Financial Status Report in the amount of \$4,701.00. Mr. Emerson stated that this is first drawdown for the new grant cycle and it covers July, August and September.

## Board of Crawford County Commissioners



Jim Emerson  
County Counselor  
Crawford County  
P.O. Box 249  
Girard, KS 66743-0249

October 4, 2018

Dear Mr. Emerson:

Please find enclosed the ESG Financial Status Report for the months of July, August, and September, 2018, for the signature of the Chair of the County Commissioners.

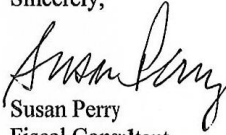
Please forward the FSR to James Chiselom at Kansas Housing Resources Corporation. Please be aware that this must be accompanied by a letter from the County with an Invoice on Letterhead, or a Cover Letter on Letter-Head that contains the following:

- 1) The Grant number of the funds being requested.
- 2) The date of the request.
- 3) The amount being requested.
- 4) Name of the authorized person making the request.
- 5) The signature of the authorized person making the request.

Mr. Chiselom has informed us that the only time we need to send the paper backup is for the First Quarter.

If you have any questions or concerns, please feel free to contact me Susan Perry, (Fiscal Consultant), or Rebecca Brubaker, Executive Director), at (620) 231-8692.

Sincerely,

  
Susan Perry  
Fiscal Consultant


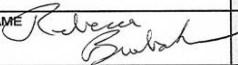
# Board of Crawford County Commissioners

<b>KANSAS HOUSING RESOURCE CORPORATION</b>		
<b>EMERGENCY SOLUTIONS GRANT (ESG)</b>		
<b>RECIPIENT REQUEST FOR REIMBURSEMENT AND FINANCIAL STATUS REPORT</b>		
SUB RECIPIENT ORGANIZATION (CITY, COUNTY)		
<b>SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY</b>		
CONTRACT NUMBER	DATE REQUEST SUBMITTED	CASH OUTLAYS FOR MONTH(S) OF
<b>ESG - FFY2018</b>	October 4, 2018	July, August, and September, 2018
<b>PART A. BUDGET CATEGORY</b>		<b>COMMENTS</b>
A. ADMINISTRATION	\$0.00	
B. STREET OUTREACH	\$0.00	
C. EMERGENCY SHELTER	\$4,351.00	
D. HMIS	\$350.00	
E. HOMELESS PREVENTION	\$0.00	
F. RAPID RE-HOUSING	\$0.00	
<b>F. SUB-TOTAL ESG FUNDS REQUESTED</b>	<b>\$4,701.00</b>	
G. LOCAL MATCH OUTLAYS	\$4,701.00	
H. TOTAL PROJECT OUTLAYS	\$9,402.00	

SUB RECIPIENT ORGANIZATION (CITY/COUNTY)							CONTRACT NUMBER		
SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY							ESG - FFY2018		
PART B. FINANCIAL STATUS REPORT									
REPORT AS OF				CONTRACT PERIOD BEGINNING:					
10/4/2018				July 01, 2018 to June 30, 2019					
COL. (1)	COL. (2)	COL. (3)	COL. (4)	COL. (5)	COL. (6)	COL. (7)	COL. (8)	COL. (9)	COL. (10)
BUDGET CATEGORY	ADMIN.	Street Outreach	Emergency Shelter	HMIS	Homeless Prevention	Rapid Re-housing	TOTAL ESG FUNDS	LOCAL MATCHING FUNDS	TOTAL PROJECT BUDGET
A. TOTAL PROJECT BUDGET							\$0.00		\$0.00
B. APPROVED BUDGET ADJUSTMENTS	\$635.00		\$23,150.00	\$350.00			\$24,135.00	\$24,135.00	\$48,270.00
C. ADJUSTED PROJECT BUDGET	\$635.00	\$0.00	\$23,150.00	\$350.00	\$0.00	\$0.00	\$24,135.00	\$24,135.00	\$48,270.00
D. CUMULATIVE CASH OUTLAYS (Line "F" from Previous report; -0- if first report)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E. CURRENT REIMBURSEMENT REQUEST (from totals on pg 3)	\$0.00	\$0.00	\$4,351.00	\$350.00	\$0.00	\$0.00	\$4,701.00	\$4,701.00	\$9,402.00
F. CUMULATIVE CASH OUTLAYS (Line "D" plus line "E")	\$0.00	\$0.00	\$4,351.00	\$350.00	\$0.00	\$0.00	\$4,701.00	\$4,701.00	\$9,402.00
G. UNLIQUIDATED OBLIGATIONS (A. Total Project Budget less F. Cash Outlays)	\$635.00	\$0.00	\$18,799.00	\$0.00	\$0.00	\$0.00	\$19,434.00	\$19,434.00	\$38,868.00
H. TOTAL CASH OUTLAYS & UNLIQUIDATED OBLIGATIONS (Lines "F" + "G")	\$635.00	\$0.00	\$23,150.00	\$350.00	\$0.00	\$0.00	\$24,135.00	\$24,135.00	\$48,270.00

# Board of Crawford County Commissioners

SUB RECIPIENT ORGANIZATION (CITY/COUNTY)		TOTAL PAGE OF SUB-AWARDEE		CONTRACT NUMBER
SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY				ESG - FFY2018
DETAILED BREAKDOWN OF EXPENDITURES SUMMARY (list expenditures by categories for which reimbursement is requested)				
<b>A. ADMINISTRATION</b>		<b>D. HOMELESS PREVENTION</b>		
Eligible Admin Expenses	\$0.00	Rental Assistance (short term)		\$0.00
Other	\$0.00	Rental Assistance (medium term)		\$0.00
<b>TOTAL ADMINISTRATION</b>		Rental Assistance (arrears)		\$0.00
(Amount should match Page 2, Line E, Col. 2)	\$0.00	Housing Relocation & Stabilization Services/Financial Assistance		
<b>B. STREET OUTREACH</b>		Moving costs		\$0.00
Engagement	\$0.00	Rental application fees		\$0.00
Case management	\$0.00	Security deposits		\$0.00
Emergency Health / Mental Health	\$0.00	Last month's rent		\$0.00
Transportation	\$0.00	Utility deposits		\$0.00
Other (Specify)	\$0.00	Utility payments		\$0.00
<b>TOTAL STREET OUTREACH</b>		Services		
(Amount should match Page 2, Line E, Col. 3)	\$0.00	Housing search & placement		\$0.00
<b>C. EMERGENCY SHELTER</b>		Housing stability case management		\$0.00
Essential Services		Mediation		\$0.00
Case management	\$1,635.00	Legal services		\$0.00
Life skills	\$0.00	Credit repair		\$0.00
Child care	\$0.00	<b>TOTAL HOMELESS PREVENTION</b>		
Health-Mental Health/Substance Abuse	\$0.00	(Amount should match Page 2, Line E, Col. 6)		\$0.00
Education Services	\$0.00	<b>D. RAPID RE-HOUSING</b>		
Employment/Job training	\$0.00	Rental Assistance (short term)		\$0.00
Transportation	\$0.00	Rental Assistance (medium term)		\$0.00
Legal services	\$0.00	Rental Assistance (arrears)		\$0.00
Operations		Housing Relocation & Stabilization Services/Financial Assistance		
Maintenance (minor or routine)	\$0.00	Moving costs		\$0.00
Rent	\$0.00	Rental application fees		\$0.00
Staff Costs	\$0.00	Security deposits		\$0.00
Insurance	\$0.00	Last month's rent		\$0.00
Utilities	\$2,716.00	Utility deposits		\$0.00
Food	\$0.00	Utility payments		\$0.00
Hotel/motel	\$0.00	Services		
Supplies	\$0.00	Housing search & placement		\$0.00
<b>TOTAL EMERGENCY SHELTER</b>		Housing stability case management		\$0.00
(Amount should match Page 2, Line E, Col. 4)	\$4,351.00	Mediation		\$0.00
<b>D. HMIS</b>		Legal services		\$0.00
Hardware/Software	\$0.00	Credit repair		\$0.00
Data collection	\$350.00	<b>TOTAL RAPID RE HOUSING</b>		
Data quality/Data analysis	\$0.00	(Amount should match Page 2, Line E, Col. 7)		\$0.00
Training	\$0.00	<b>TOTAL PROJECT OUTLAYS</b>		
<b>TOTAL HMIS</b>		(REQUEST FOR REIMBURSEMENT)		\$4,701.00
(Amount should match Page 2, Line E, Col. 5)	\$350.00	(Amount should match Page 2, Line E, Col. 8)		

RECIPIENT ORGANIZATION (CITY/COUNTY)		CONTRACT NUMBER	
SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY		ESG - FFY2018	
<b>PART C. CERTIFICATION STATEMENT</b>		<b>PART D. FOR KANSAS HOUSING RESOURCES CORPORATION ONLY</b>	
<p>I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.</p>		DATE REIMBURSEMENT REQUEST RECEIVED	
		AMOUNT AUTHORIZED FOR PAYMENT	
		AUTHORIZED BY (ESG COORDINATOR)	
		DATE SUBMITTED TO FISCAL FOR PAYMENT	
		VOUCHER NUMBER AND DATE	
		DATE CHECK MAILED TO RECIPIENT ORGANIZATION	
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		OTHER (NOTE REASONS FOR VARIANCES AND/OR OTHER INFORMATION REGARDING PAYMENT)	
TYPED OR PRINTED NAME			
TYPED OR PRINTED TITLE			
DATE			
<b>PREPARED BY</b>			
PREPARER'S SIGNATURE			
 TYPED OR PRINTED NAME Rebecca Brubaker			
 TYPED OR PRINTED TITLE Susan Perry			
TYPED OR PRINTED TITLE			
Executive Director			
Fiscal Consultant			
TELEPHONE NUMBER			
620-231-8692			

**On motion (18-364)** of Commissioner Moody and the second of Commissioner Wood to approve the Kansas Housing Resources Corporation Emergency Solutions Grant (ESG) Recipient Request for Reimbursement and Financial Status Report in the amount of \$4,701.00 and authorize the Chairman to sign.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

## **Board of Crawford County Commissioners**

Absent or not voting:

**The motion prevailed.**

**Item Two:** Commissioner Moody stated that he had asked County Appraiser Zac Edwards and Deputy County Appraiser John Macary to address the values of the Triple T Dog Food Plant and the Sugar Creek Bacon Plant. Mr. Edwards explained the values of the plants and the increases in value for the 2018 tax year. He also addressed the increases that will take place in the next tax year. Mr. Edwards discussed Sugar Creek protesting their values in prior years. Mr. Macary and Mr. Edwards explained how the Appraiser's Office values the buildings and the land. Mr. Edwards discussed the Marshall and Swift cost analysis that his office uses and stated that many counties in Kansas also uses this method of cost analysis.

**Item Three:** Mr. Moody discussed the casino gaming revenue. County Clerk Don Pyle displayed the fund sheet for the Commissioners to view. There was a discussion of the monthly revenue amounts.

**Item Four:** Commissioner Wood addressed the tractors and equipment and the skid-steerer bids. The Commissioners discussed the bids they currently have and the trade in allowance for the county's Kubota tractor. Shop Foreman Greg Hite addressed the tractors and stated that he recommends going with John Deere. He explained that the department is familiar with John Deere and have had good luck with them in the past. Mr. Hite stated that he has looked over the information on the Kioti tractors but still recommends the John Deere. There was a discussion on the bids and options and the protection plan on the John Deere tractors. The Commissioners stated they will look over all the information and decide at a later date.

Mr. Hite discussed the pickups to be sold on Purple Wave. He also discussed selling some old mowers on Purple Wave.

### **UNDER THE HEADING OLD BUSINESS**

**Item One:** Mr. Pyle discussed the meeting he attended on the Regional Wastewater Treatment Plant Study in Frontenac yesterday. He informed the Commissions on who was present at the meeting. He presented the Commissioners with notes he took and went through what was discussed in the meeting. He addressed the scope of work and said that he stated concerns at the meeting with people on septic systems being forced into hooking on to a sewer system. He explained that the main focus of the study is to determine the needs of local communities to see if they are ready for industry over the next 30 to 50 years. He discussed the cost of the plan and how it would be paid for. Mr. Pyle stated that there will be a conference call today with the state pertaining to the study at 2:00 PM and he will be participating. He gave the Commissioners information on how to log into the conference call if they wish. Mr. Murphy stated that he would like to know the process that was taken in selecting Earle's Engineering, the engineering firm that is writing the scope of study on this project.

### **EXECUTIVE SESSION**

## **Board of Crawford County Commissioners**

**Item One:** Commissioner Wood requested an executive session for 5 minutes to discuss items that would be deemed privileged in the Attorney-Client Relationship.

**On motion (18-365)** of Commissioner Moody 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 5 minutes to discuss items that would be deemed privileged in the Attorney-Client Relationship and to include the Board of County Commissioners, County Counselor Jim Emerson and County Clerk Don Pyle and to reconvene by 11:02 AM.

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 10:55 AM and reconvened the Open Session at 11:00 AM with no action taken except to go back into open session.

### **UNDER THE HEADING OLD BUSINESS continued**

**Item One continued:** Mr. Murphy requested that Mr. Pyle contact the City of Pittsburg and the City of Frontenac and have them explain the selection process in picking an engineering firm for the Regional Wastewater Treatment Plant Study.

**Item Two:** Mr. Pyle stated that his office is in the process of preparing advance ballots for mailing. He stated that the last day to register to vote or to change your registration is October 16, 2018. He also stated that the first day to mail advanced ballots is October 17, 2018. Mr. Pyle informed the Commissioners on the dates and places of the early voting centers and that advance voting opens in the County Clerk's office on October 17, 2018. Mr. Wood addressed residences that may have multiple voters registered at that address and Mr. Pyle stated that a report can be generated to list this information. Mr. Pyle explained the process in registering to vote and signing the application certifying that they live at that address and stated that the applicant is committing a crime by registering at a false address. He also addressed the checks that are in place to make sure voters are not registered in duplicate or registered to vote in multiple States.

**Item Three:** County Counselor Jim Emerson stated that there is some road and bridge bond issue money sitting in a bond issue account and he needs permission to move the money into the road and bridge equipment reserve fund. The Commissioners agreed.

**Item Four:** Mr. Emerson addressed the Local Road Safety Plan agreement between KDOT & Crawford County. He stated that with this agreement, KDOT will look at the county roads and present a plan. He explained that the benefit of the agreement is that when more funding is available, if you have a plan in place you will be eligible for funds before a county that does not have a plan in place. Mr. Emerson stated that the state covers 90% and it is a 90/10 match and the county's financial obligation is \$5,043.93 along with 19 other counties paying the same amount. He stated that 60 days after the execution of the contract the county has to deposit their obligated amount of \$5,043.93.

# Board of Crawford County Commissioners

Agreement No. 198-18

PROJECT NO. 106 C-4790-02  
HSIP-C479(002)  
LOCAL ROAD SAFETY PLAN  
CRAWFORD COUNTY, KANSAS

## AGREEMENT

This Agreement is by and among the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary"), and Crawford County, Kansas ("County"), **collectively**, the "Parties."

### RECITALS:

- A. The Secretary has authorized a federal-aid Project, as further described in this Agreement.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for obtaining consultant services to develop Local Road Safety Plans for the purpose of reducing the number of fatalities and injuries on roads owned by local public authorities.
- C. The Secretary and the County desire to participate cooperatively in a study and to cause the preparation of a local road safety plan that will serve as guidance for County efforts to improve safety.
- D. Counties are, under certain circumstances, entitled to receive assistance in the preparation of transportation and road related plans, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with applicable Kansas and federal laws.

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

### ARTICLE I

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

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **"Consultant"** means any engineering firm or other entity retained to perform services for the Study.
3. **"Consultant Contract"** means the agreement between the Secretary and the Consultant, as amended from time to time in accordance with its terms, pursuant to which the Consultant will develop the Study for the Parties.
4. **"Contract Amount"** means the amount specified in the Consultant Contract to be paid for the Study to be performed by the Consultant.
5. **"County"** means Crawford County, with its place of business at 111 E. Forest, 2<sup>nd</sup> Floor Courthouse, Girard, Kansas 66743.



# Board of Crawford County Commissioners

Agreement No. 198-18

6. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.
7. **"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.
8. **"Non-Participating Costs"** means expenditures for items or services which are not integral to the development of the Study, including but not limited to costs incurred by one of the Non-KDOT Parties on its own initiative to enhance a portion of the Study for its benefit, but which does not benefit all Parties.
9. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
10. **"Secretary"** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
11. **"Study"** means the studies, designs, plans, estimates, surveys, and any necessary investigations to be undertaken, developed, made or provided by the Consultant for the development of the Study of Potential Safety Improvements on all major collectors and other paved roads under the County's jurisdiction, with the exception of subdivisions with speed limits lower than 35 mph.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Contract Administration by KDOT.** The Secretary agrees to enter into a contract, on behalf of the County, with the Consultant selected by the Secretary to perform the Study. The Secretary agrees to determine the scope of the Study and the deliverables, to monitor the process of the consultant's work, and to verify the provision of the final deliverables, as described in the agreed-upon project scope in the Consultant Contract. The Secretary further agrees to administer the payments due the Consultant pursuant to the Consultant Contract, including any portion of cost borne by the County pursuant to this Agreement.
2. **Consultant Contract Language.** The Secretary agrees to require the Consultant to indemnify, hold harmless, and save the Parties from personal injury and property damage claims arising out of the acts or omissions of the Consultant, the Consultant's agent, sub-consultants (at any tier), or suppliers (at any tier). If the Parties are required to defend a third party's claim, the Consultant shall indemnify the Parties for damages paid to the third party and all related expenses that the Parties incur in defending the claim.
3. **Study Retention.** The Secretary agrees to furnish or have the Consultant furnish to the County one (1) paper copy and one (1) electronic copy of the final Study for the County's records.
4. **Designated Representative.** The Secretary will designate a representative to attend meetings organized by the Parties to discuss the progress of the Study and the quality of the materials being prepared.
5. **Payment of Costs.** The Secretary will be responsible for ninety percent (90%) of the Contract Amount, as set forth in the Consultant Contract for the Study.

# Board of Crawford County Commissioners

Agreement No. 198-18

6. **Final Billing.** After receipt of the Consultant's final voucher claim, the Secretary's Chief of Fiscal Services, will prepare a complete and final billing of all costs incurred pursuant to the Consultant Contract, for which the County is responsible, and shall then transmit the complete and final billing to the County.

## ARTICLE III

### COUNTY RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the County to take such steps as are deemed necessary or advisable for the purpose of securing the benefits of the current Federal-Aid for this Study. The Secretary is authorized to determine the scope of the Study and the deliverables and it shall be undertaken, prosecuted and completed for and on behalf of the County by the Secretary. All things hereinafter done by the Secretary in connection with the Study are hereby authorized by the County, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the County acting in its own individual corporate capacity.

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

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

4. **Financial Obligation.** The County, in combination with nineteen (19) other counties, will be responsible for ten percent (10%) of the total actual costs of the Contract Amount for the Study. The County's maximum contribution towards the 10% of total actual costs of the Contract Amount for the Study will be \$5,043.93.

5. **Payment Withholding.** The County authorizes the Secretary to withhold or not make payment for work performed by the Consultant pursuant to the Consultant Contract that, in the opinion of the Secretary, is not in substantial compliance with the agreed upon scope, is not performed in accordance with generally recognized professional standards, or is not based on sound engineering and planning judgment.

6. **Non-Participating Costs.** If any items are found to be Non-Participating Costs by the Secretary, acting on the Secretary's own behalf, the total cost of these items will be paid for by the County.

7. **Remittance of Estimated Share.** The County will deposit with the Secretary its estimated share of the costs to be incurred pursuant to the Consultant Contract. The date indicated for County to deposit its estimated share of the total Study expenses is sixty (60) days after the date of execution by the Secretary of this Agreement.

8. **Accounting.** Upon the request of the Secretary and in order to enable the Secretary to report all costs of the Study to the legislature, the County will provide the Secretary an accounting of all

# Board of Crawford County Commissioners

actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary for any other major expense associated with the Study.

9. **Audit.** The County will participate and cooperate with the Secretary in an annual audit of Study costs. The County shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement and, if any such audits reveal payments that have been made to the Consultant for items considered Non-Participating Costs, the County shall promptly reimburse the Secretary for those items upon notification by the Secretary.

## ARTICLE IV

### STUDY REQUIREMENTS:

1. **Study Objectives.** The Study will focus on developing a Local Road Safety Plan for the County, with the minimum Study objectives being to:
  - Select safety emphasis areas by identifying the types of crashes that offer the greatest opportunity for crash reduction;
  - Identify a short list of countermeasures most appropriate for the Study routes based on strategies that have been demonstrated to effectively reduce the identified priority crash types; and
  - Identify the intersections, segments, and/or curves that are the highest priority candidates for safety investment in a prioritized manner by route and location, including information sufficient to apply for safety funding.

## ARTICLE V

### GENERAL PROVISIONS:

1. **Responsibility for Adequacy of Study.** The Consultant shall have the sole responsibility for the adequacy and accuracy of the Study. Any review of these items performed by the County or the Secretary or their representatives is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide an adequate and accurate Study. Reviews by the Secretary are not done for the benefit of the Consultant, the construction contractor, the County, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Study, or any other work performed by the Consultant or the County.
2. **Compliance with Federal and State Laws.** The Study will comply with all appropriate state and federal laws and regulations.
3. **Prior Costs Incurred.** Each Party will be individually responsible for one hundred percent (100%) of any costs related to the Study incurred by that Party prior to the execution of the Consultant Contract or the supplement to the Consultant Contract entailing the Study, as applicable.
4. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

# Board of Crawford County Commissioners

Agreement No. 198-18

6. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to fulfill the payment obligations of the Secretary, the Secretary may terminate this Agreement at the end of the then current fiscal year; provided that, the Secretary will participate in all approved Consultant Contract costs incurred prior to the termination of the Agreement.

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

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

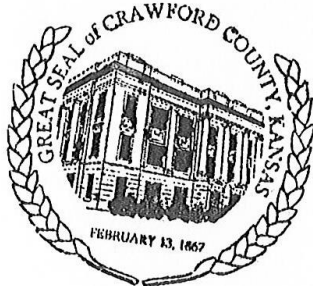
9. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. **Party Relationship.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed, in any manner or under any circumstances whatsoever, as creating or establishing the relation of co-partners or creating or establishing the relationship of joint venture between the Parties.

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

ATTEST:


  
\_\_\_\_\_  
COUNTY CLERK  
(SEAL)



CRAWFORD COUNTY, KANSAS

  
\_\_\_\_\_  
CHAIRPERSON

  
\_\_\_\_\_  
MEMBER

  
\_\_\_\_\_  
MEMBER

Kansas Department of Transportation  
Secretary of Transportation

By: \_\_\_\_\_  
Catherine M. Patrick, P.E. (Date)  
State Transportation Engineer

**On motion (18-366)** of Commissioner Moody and the second of Commissioner Wood to approve the Local Road Safety Plan agreement between KDOT and Crawford County.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

## **Board of Crawford County Commissioners**

**Item Five:** Commissioner Murphy stated that he asked Zoning Administrator to supply the Commissioners with a 2018 Current Nuisance List as of 9/30/2018. Mr. Moody stated that the list is helpful.

**Item Six:** Mr. Murphy addressed the Silverback Landing Development Project. He presented information he received from Mr. Frank Young, Ag Engineering. Mr. Murphy stated that Mr. Young was scheduled to attend the meeting on October 19, 2018 but is unable to attend that day and would like to reschedule to October 16, 2018. Mr. Moody stated that the Commission Meeting scheduled for October 16, 2018 is cancelled due to KAC. Mr. Pyle stated that the October 25, 2018 is the deadline for a response. Mr. Young was contacted via conference call to see when he will be able to attend a Commission Meeting. Mr. Young stated that an engineer from Earle's Engineering has offered to come to the Commission meeting when he is scheduled to answer any questions the Commissioners may have. Mr. Wood stated that he is not in favor of the engineer from Earle's Engineering being present during Mr. Young's presentation. Mr. Moody stated that he does not mind the engineer attending and it is a public meeting. Mr. Murphy felt it would be a good idea to have him present to answer questions. Mr. Moody agreed and stated that he could also answer questions that Mr. Young might need clarification on. The Commissioners decided to schedule a Regular Session of the Board on October 18, 2018 at 9:00 AM and to cancel the meeting on October 19, 2018. Mr. Young will attend the meeting on October 18. Commissioner Murphy asked Mr. Young about the pipe coming out of the retention pond. Mr. Young explained this to the Commissioners and Mr. Young discussed the plans for the retention ponds.

**Item Seven:** Mr. Wood addressed the 2018 Current Nuisance List and stated that he feels that the county is being too lenient. Mr. Wood discussed some of the properties on the list. Mr. Murphy requested that Mr. Graham address the Commissioners. Mr. Wood asked Mr. Graham about one of the properties on the list that has been in Codes Court. Mr. Wood stated that these nuisances are dragging out for too long and something needs to be done sooner. Mr. Graham explained that once the case goes to Codes Court it is then the judge's decision on fines and the process to follow after being fined. Mr. Graham also stated that some of the properties are cleaned and then inspected and then the property goes right back to being a nuisance after being cleaned. Mr. Graham explained that some of the properties he feels are successful as the landowners were threatened with Codes Court and the property owners took care of the situation. Mr. Graham and the Commissioners discussed the nuisance regulations. The Commissioners and Mr. Graham also discussed some of the properties on the list and what the next steps will be. Mr. Graham stated that a big problem with notifying the landowners is getting them served. He gave the Commissioners information on the next case to appear in Codes Court. Mr. Emerson explained that the first appearance in codes court is a guilty or not guilty plea and then another court date is set in 30 days. Mr. Wood requested a list from Mr. Graham of the nuisances that have been taken care of after being threatened with Codes Court.

### **UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS**

#### **FUTURE BUSINESS:**

## Board of Crawford County Commissioners

**Item One: October 18, 2018** – Mr. Frank Young, Ag Engineering discussing Silverback Landing Development Project.

### ANNOUNCEMENTS:

**Item One: October 16, 2018** – The Regular Session of the Board of County Commission is cancelled due to all three Commissioners attending the KAC Conference.

**Item Two: October 18, 2018** – The Board of Crawford County Commission will meet in regular session at 9:00 AM

**Item Three: October 19, 2018** – The Regular Session of the Board of Crawford County Commission is cancelled.

### 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 [October 12, 2018](#) meeting of the Board of Crawford County Commissioners at 11:59 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.**

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**Don Pyle**

County Clerk

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**This submission completed at the Crawford County Courthouse in Girard.**

[Taken BKW 10/12/18 11:59 AM/amended BKW 10/17/18 1:32 PM](#)