

Board of Crawford County Commissioners

Commission Meeting Agenda

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS Friday, August 13, 2019, 10:00AM.

- I. **Meeting called to order**
 - a. Pledge of Allegiance
- II. **Business from a previous meeting**
 - a. **Approval of consent agenda**
 - i. Consent agenda additions or deletions
 - 1. Approval of the August 9, 2019 minutes of the Board of County Commissioners.
 - b. **Signing of motions from the previous meeting**

| | | |
|-----------|-----|---|
| Motion 19 | 238 | That the consent agenda be approved including: Approval of the August 6, 2019 minutes |
| Motion 19 | 239 | To recess this open session and go into a closed executive session for a 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 11:23 AM |
| Motion 19 | 240 | 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 Relationship and to include the Board of County Commissioners and County Counselor Jim Emerson and to reconvene by 11:37 AM |

- III. **New Business**
 - a. Scheduled public hearings and opening of announced bids
 - b. Proclamations and orders of the Board
 - c. Messages from the Crawford County Local Board of Health
 - d. **Messages from the public**
 - i. Mr. Terry Sercer, CPA, Diehl Banwart Bolton CPAs PA addressing the 2018 Audit of Financial Statements.
 - e. Messages from appointed officials
 - f. Messages from other governmental entities
 - g. Messages from elected officials
 - h. **New Business**
 - i. Mr. Pyle, County Clerk
 - ii. **Mr. Emerson, County Counselor**
 - 1. Presenting notice from KDOT on Bridge Project #19 C-4911-01.
 - 2. Presenting the Kansas Housing Resources Corporation 2019 Emergency Solution Grant award.

Board of Crawford County Commissioners

3. Presenting a Notice of Intent to vacate platted roads & alleys.
 - iii. Chairman Moody, Commissioner
 - iv. Mr. Johnson, Commissioner
 - v. Mr. Blair, Commissioner
- IV. Old Business**
- a. **Old Business**
 - i. Mr. Pyle, County Clerk
 - ii. Mr. Emerson, County Counselor
 - iii. Chairman Moody, Commissioner
 - iv. Mr. Johnson, Commissioner
 - v. Mr. Blair, Commissioner
- V. Future Business and Announcements**
- a. **Future Business**
 - i. **August 20, 2019 – 10:00 AM** Public Hearing on the Crawford County 2020 Budget.
 - ii. **August 20, 2019 – 10:00 AM** Public Hearing on the Crawford County Fire District #1, Fire District #2, Fire District #3 and Fire District #4 2020 Budgets.
 - b. **Announcements**
- VI. Motion for adjournment**

Individuals who wish to have their name listed on the official meeting agenda should please call the County Clerk's Office (620-724-6115) by 12:00 p.m. on the day preceding the meeting at which they wish to appear. Individuals are welcome to appear without their name on the agenda. Advance notification simply makes it easier for the County Clerk's Office to prepare the agenda. Thank you. If you are an individual with special needs, please contact the County Clerk's Office in advance of your attendance at the meeting so any necessary arrangements can be made.

KANSAS HOUSING
RESOURCES CORPORATION

August 2, 2019

Jim Emerson
Crawford County
PO Box 249
Girard, KS 66743

Sub Recipient- Crawford County
Sub Awardee- Safehouse Crisis Center

Kansas Housing Resources Corporation (KHRC) (Recipient) is pleased to announce your 2019 Emergency Solutions Grant (ESG) award. Funding levels for the 2019 ESG award represent a 5% across the board decrease from the 2018 ESG awards. These funds have been conditionally awarded. Please advise your Sub-Awardee, Safehouse Crisis Center, Inc., of this award.

| Activity | 2018 ESG | 2019 ESG | 2019 Total Award |
|---------------------|-----------------|--------------------|--------------------|
| Street Outreach | | | |
| Emergency Shelter | \$350.00 | \$20,542.00 | \$20,892.00 |
| Homeless Prevention | | | |
| Rapid Re-Housing | | | |
| HMIS | | | |
| Administration | | \$555.00 | \$555.00 |
| Total Award | \$350.00 | \$21,097.00 | \$21,447.00 |

The 2019 total award includes funding from the 2018 ESG. The funds awarded from 2018 must be expended by January 20, 2020.

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 August 16, 2019. If you have questions or need more information, please feel free to contact me. Thank you for your support of the ESG in Kansas.

Cordially,



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

KANSAS  **HOUSING**
RESOURCES CORPORATION

July 23, 2019

RE: 2019 Emergency Solutions Grant Conditional Award Technical Submission

Dear ESG Sub Recipient:

Attached 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 a copy to KHRC and place a copy in your ESG file.
- 2) **Grant Award Conditions** – Read, obtain an authorized signature, send a copy to KHRC and place a copy in your ESG file.
- 3) **Notification of Grant Award** – Amounts entered under Project Budget should match the amounts listed on your award letter. Mail signed original to KHRC 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 (fill one out for each sub-award agency), 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. Your matching funds amount should be the same as what was placed under "Local Matching Funds" on the "Notification of Grant Award".
 - The Sub-Recipient will sign and date the form, place a copy in your ESG file and send a copy to KHRC by Wednesday, August 16, 2019.
- 5) **Faith Based Agency Certification** – Complete, obtain Sub-Recipient signature, send a copy to KHRC and place a copy in your ESG file.

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 - 2 CFR 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, 2019, to June 30, 2020.

Thank you for your support of the ESG in Kansas.

Cordially,

A handwritten signature in blue ink, appearing to read "J. Chiselom".

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

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 1st day of July 2019.

1. **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.
2. **Agreement with Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **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 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.
4. **Disclaimer of Liability:** 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 et seq.).
5. **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. 44-1116; (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 (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.
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.
6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, and Warranties:** 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 attorney 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. **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.
9. **Responsibility for Taxes:** 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.
11. **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.
12. **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."

Chairman

08/13/2019

Signature and Title

Date

Grant Award Conditions
Kansas Emergency Solutions Grant Program

1. The Sub Recipient must match the amount of the State's grant dollar-for-dollar, except for the "Sub-Recipient 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 Sub Recipient's expenditure of grant funds are subject to Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Sub Recipients," 24 CFR Part 84 & 85, 2 CFR Part 200, "Emergency Solutions Grant Program" 24 CFR Part 576, and the ESG handbook.
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 FY2019 Certifications" contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
4. The Sub Recipient 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 (KHRC) in writing.
5. When salaries are included in the State's grant Sub Award, concurrent with the first reimbursement of salaries, the Sub Recipient shall submit the name, title, beginning date, and qualifications of the employee(s).
6. The State will de-obligate and recapture from the Sub Recipient, 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 Sub Recipient, and Sub Awardee 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 KHRC, 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 Sub Recipient 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, Sub Awardee, contractor, or subcontractor.

9. The Sub Recipient shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Sub Recipient 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 Sub Recipient and Sub Awardee's 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 Sub Recipient or Sub Awardee 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."
13. Sub Recipient 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)—Sub Recipients 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 Sub 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 Sub Recipient to fulfill the contract obligations (cause/default). KHRC shall terminate by delivering to the Sub Recipient a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Sub Recipient 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 Sub Recipient to fulfill its obligations under the contract (cause/default), KHRC may (1) require the Sub Recipient 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 Sub Recipient shall be liable for any additional cost incurred by KHRC; and (3) withhold any payments to the Sub Recipient for the purpose of set-off or partial payment, as the case may be, of amounts owned by KHRC by the Sub Recipient. In the event of termination for cause/default, KHRC shall be liable to the Sub Recipient for reasonable costs incurred by the Sub Recipient before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

08/13/2019

Signature

Date

Chairman

Title

FFY2019
EMERGENCY SOLUTIONS GRANT - CDFA# 14.231
NOTIFICATION OF
GRANT AWARD

State of Kansas
Kansas Housing Resources Corporation
 2015 Department of Housing and Urban Development Grant Award Date -
 DUNS# -137043662 - FEIN# - 71-0950729 - Not R&D
 Indirect cost rate NA

| Sub Recipient Name | | Sub Recipient Address | |
|----------------------------------|-------------------------------|--------------------------------------|----------------------------------|
| Crawford County | | 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-FFY2019 | From: 07/01/2019 To: 06/30/2020 | \$ 21,447.00 |

| EMERGENCY SOLUTIONS FUNDS | PROJECT BUDGET | | |
|--|------------------|---------------------|---------------------|
| | 2018 Funding | 2019 Funding | Total |
| Street Outreach | \$ | \$ | \$ 0.00 |
| Emergency Shelter | \$ 350.00 | \$ 20,542.00 | \$ 20,892.00 |
| Homeless Prevention | \$ | \$ | \$ 0.00 |
| Rapid Re-Housing | \$ | \$ | \$ 0.00 |
| HMIS | \$ | \$ | \$ 0.00 |
| Local Government Administration (2.5%) | \$ | \$ 555.00 | \$ 555.00 |
| TOTAL GRANT AWARD | \$ 350.00 | \$ 21,097.00 | \$ 21,447.00 |
| LOCAL MATCHING FUNDS | \$ | \$ 0.00 | \$ 0.00 |
| TOTAL PROJECT COST | \$ 350.00 | \$ 21,097.00 | \$ 21,447.00 |

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 Recipient Official

Signature

Date

Ryan Vincent, Executive Director

Printed Name

08/13/2019

Signature

Date

Tom Moody

Printed Name

BUDGET ITEMIZATION
 KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM
 KANSAS HOUSING RESOURCES CORPORATION

| Sub Recipient's Name | Sub Recipient's Address |
|----------------------|-------------------------------------|
| Crawford County | PO. Box 249 Girard, Kansas 66743 |

APPROVED ESG EXPENSES

FOR SUB-AWARDEE

Safehouse Crisis Center, Inc.

STATE ESG FUNDS (See ESG Eligible Amount Activities.)

| | | |
|--|-----------|------------------|
| Street Outreach <i>(List standard sub items with planned expenses.)</i> | \$ | |
| | | |
| Emergency Shelter <i>(List standard sub items with planned expenses.)</i> | \$ | 20,892.00 |
| Salary and benefits \$14,000 Utilities, trash service, alarms/security, and pest control, \$6,892 | | |
| Homeless Prevention <i>(List standard sub items with planned expenses.)</i> | \$ | |
| | | |
| Rapid Re-Housing <i>(List standard sub items with planned expenses.)</i> | \$ | |
| | | |
| HMIS <i>(List standard sub items with planned expenses.)</i> | \$ | |
| | | |
| TOTAL APPROVED ESG EXPENSES | \$ | 20,892.00 |

BUDGET ITEMIZATION
PAGE 2

| LOCAL MATCHING FUNDS | AMOUNT |
|--|---|
| Donated Materials or Buildings | \$ <input style="width: 150px; height: 20px;" type="text"/> |
| <input style="width: 550px; height: 40px;" type="text"/> | |
| Value of Lease | \$ <input style="width: 150px; height: 20px;" type="text"/> |
| <input style="width: 550px; height: 40px;" type="text"/> | |
| Staff Salaries | \$ 10,892.00 |
| State General Fund Award Salary, Upkeep Technician, Shelter Services | |
| Volunteer Time | \$ <input style="width: 150px; height: 20px;" type="text"/> |
| <input style="width: 550px; height: 40px;" type="text"/> | |
| Other Non-ESG Sources | \$ 10,000.00 |
| UW of SW Missouri and SE Kansas, \$10,000.00 | |
| TOTAL MATCHING FUNDS (Must equal Total Approved ESG Expenses.) | \$ 20,892.00 |

I, the undersigned, approve this Budget Itemization.

Financial Officer of Sub-Recipient Responsible for ESG Account

08/13/2019

| | |
|--------------|--------------|
| Signature | Date |
| Tom Moody | Chairman |
| Name | Title |
| 620-724-6115 | 620-724-6841 |
| Telephone # | Fax # |

EMERGENCY SOLUTIONS GRANT – FAITH BASED AGENCY CERTIFICATION

| | |
|-------------------------------|-------------------------|
| Name of Sub Recipient: | Crawford County, Kansas |
| Name of Sub Award: | ESG FFY 2019 |

| | |
|---|--|
| Faith-Based Activities: Does subrecipient ensure that the Sub Award does not engage in inherently religious activities as part of the programs or services funded under ESG? If the Sub Award conducted these activities, were they offered separately, in time or location, from the programs or services funded under ESG, and was participation voluntary for all program participants? | <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Yes No N/A |
|---|--|

| | |
|---|--|
| Faith-Based Activities: Does subrecipient ensure that the Sub Award does not discriminate against a program participant or prospective program participant on the basis of religion or religious belief? | <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Yes No N/A |
|---|--|

| | |
|---|---|
| Faith-Based Activities (Rehabilitation): Does subrecipient ensure that ESG funds will not be used for the rehabilitation of sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship? | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A |
|---|---|

| | |
|---|--|
| Faith-Based Activities (Rehabilitation): If a structure is used for both eligible and inherently religious activities, does the subrecipient ensure that the amount of ESG funds the Sub Award used will be limited to the costs of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds? | <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Yes No N/A |
|---|--|

Signature of Sub Recipient Official: _____

Date: 08/13/2019



PROJECT NAME: Crawford County, Kansas - ESG 2019

ERR FILE #: 2019 ESG 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?

No. Cite or attach Source Document: No CBRA in MO/KS/NE/IA <http://www.fema.gov/nfip/cobra.shtm>
(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 FEMA-identified 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.**

Tom Moody, Chairman

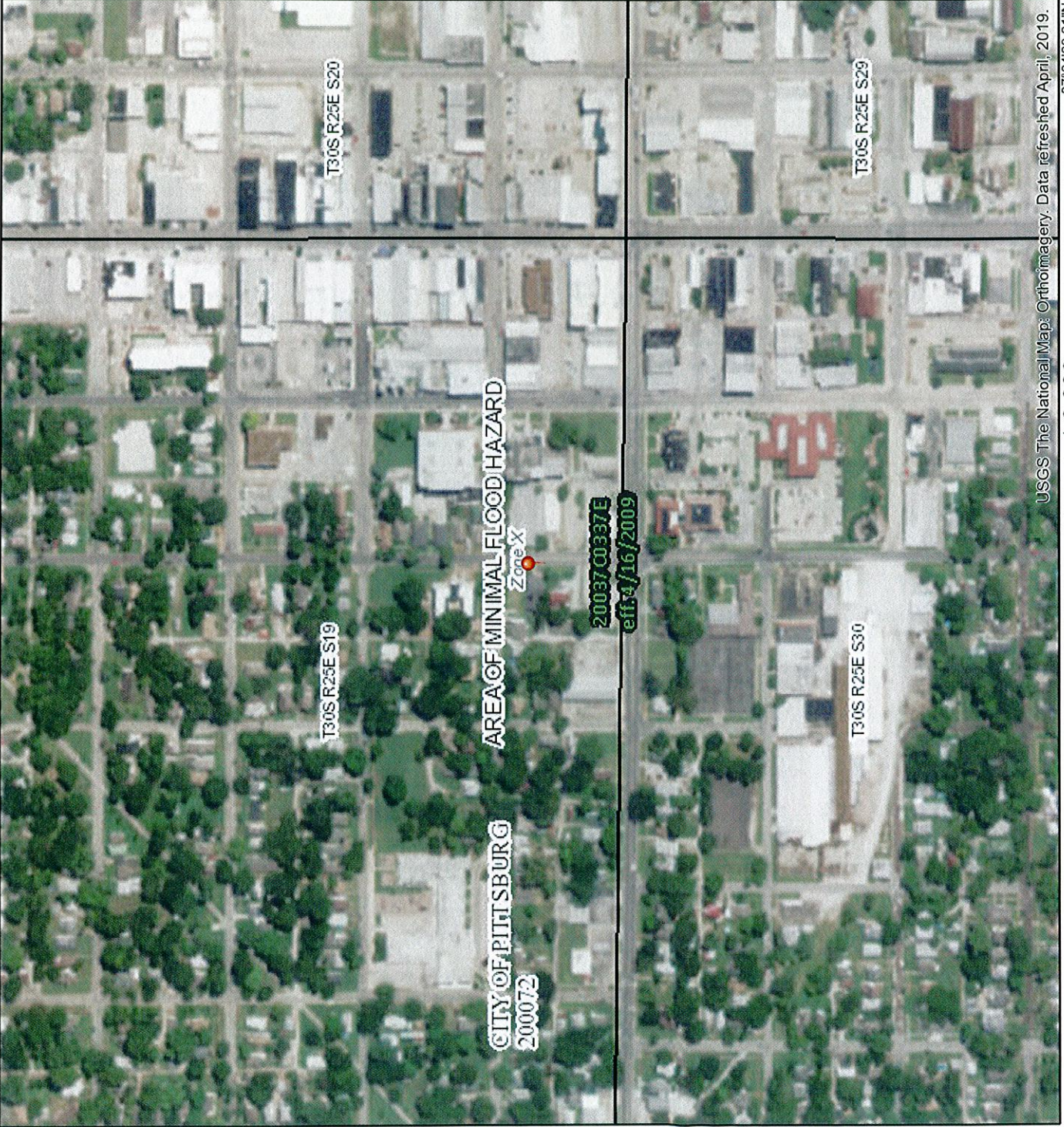
08/13/2019

Responsible Entity Official: Signature / Name / Title /Date

National Flood Hazard Layer FIRMette



37°24'56.78"N



USGS The National Map: Orthoimagery. Data refreshed April, 2019.
37°24'28.21"N



94°42'9.59"W

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone 2)
- Future Conditions 1% Annual Chance Flood Hazard (Zone X)
- Area with Reduced Flood Risk due to Levee. See Notes, Zone X
- Area with Flood Risk due to Levee (Zone D)

OTHER AREAS

- Area of Minimal Flood Hazard (Zone X)
- Effective LOMRs
- Area of Undetermined Flood Hazard (Zone 2)

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

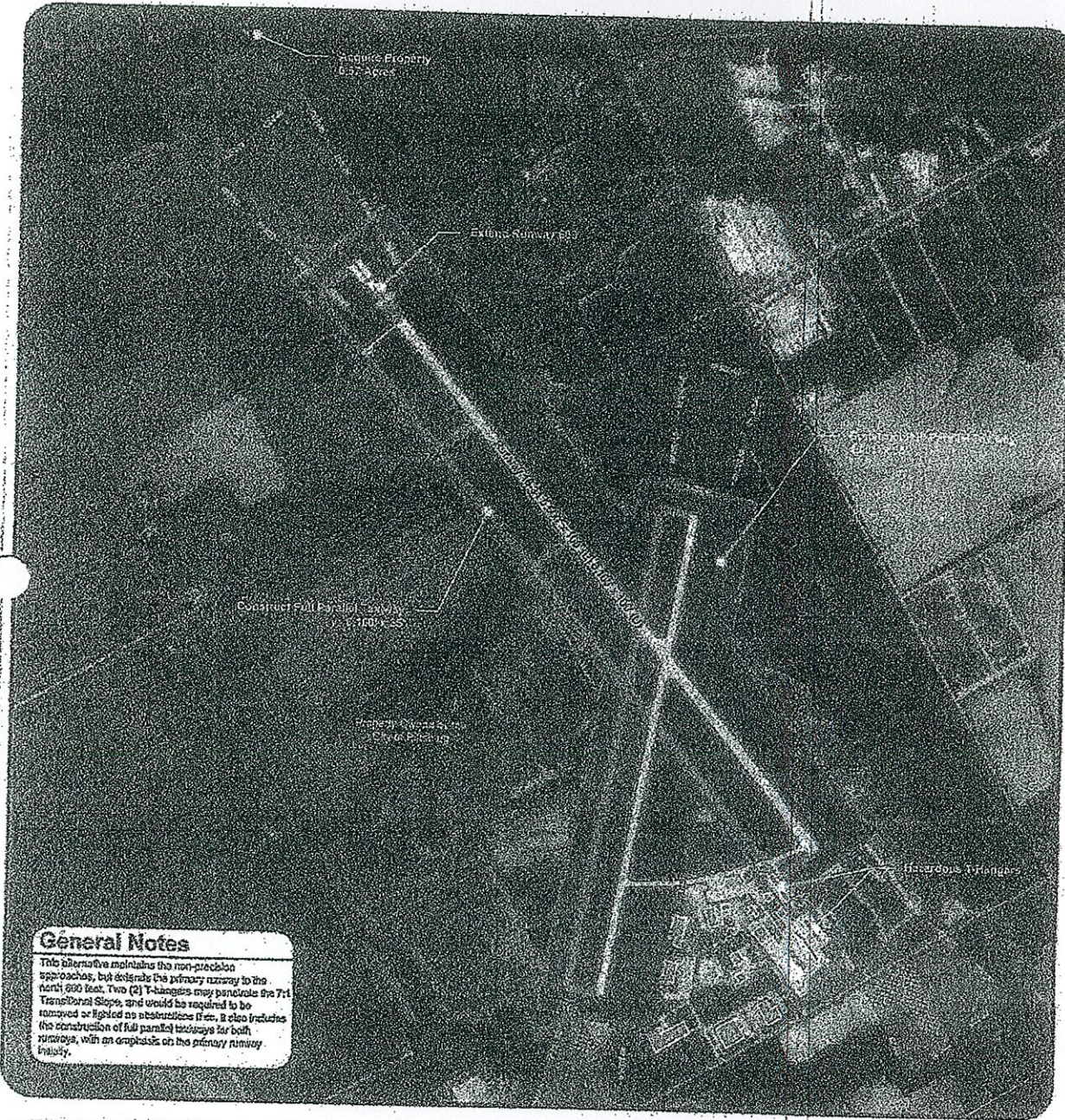
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/12/2019 at 11:00:22 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRW panel number, and FIRW effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

Exhibit 4.1

Preferred Primary Runway Development Alternative



General Notes

This alternative maintains the non-precision approaches, but extends the primary runway to the north 600 feet. Two (2) T-junctions may penetrate the 7th Transitional Slope, and would be required to be removed or lighted as obstructions if so. It also includes the construction of full parallel taxiways for both runways, with an emphasis on the primary runway facility.

Aerial Source: Google Earth, 2019

Legend

- Existing Property Line - [dashed line]
- Restricted Building Use Area - [hatched area]
- Avigation Easement - [solid line]

- Runway Protection Zone - [dashed line]
- Approach Slope - [solid line]

* Shelter is located outside this mapped area to the South & East.

NOT TO SCALE



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



Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.org

Julie L. Lorenz, Secretary
Michael J. Stringer, P.E., Chief

Laura Kelly, Governor

August 06, 2019

**Project Number: 019 C-4911-01
STP-C491(101)**

Crawford County
Ms. Alyssa Edwards
Office Manager
111 E. Forest, 2nd Floor Courthouse
Girard, KS 66743-

Dear Ms. Edwards:

Due to fluctuations in construction cost, it is considered desirable to review all projects prior to their advertisement with reference to the approximate amount of matching funds required for the improvement.

From our recent review of this project using a 80/20 matching ratio to participating costs, it is estimated by the Bureau of Local Projects that the maximum County matching funds plus non-participating costs required will be approximately \$90,000. These estimates, while not the official KDOT estimates, should be kept confidential and for your information only.

If you are receptive to proceeding with such a possible matching share, please give your approval by signing in the space provided below and promptly returning the original to this office by 8/20/2019 as this project is included in the 9/18/2019 Kansas Department of Transportation letting.

Attached to this letter is a form for the recording of non-participating costs to the project. Please refer to BLP memo 99-11, dated December 16, 1999, for details and complete this form and return it with this letter.

Michael J. Stringer, P.E., Chief
Bureau of Local Projects

Lisa M. Roth
Digitally signed by Lisa M. Roth
DN: cn=Lisa M. Roth,
ou=Bureau of Local Projects,
o=Kansas Department of
Transportation, c=United
States of America
Date: 2019.08.06
12:31:47-0500

for Tod L. Salfrank
Assistant Bureau Chief

mjs/tls/lmr
Enclosure

Office Manager

Date

KDOT Project No. 019 C-4911-01
Crawford County

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total actual costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that included any non-participating, pre-construction local agency cost for preliminary engineering (plan design), rights of way and utility adjustments.

Please record below your agency's total actual costs of any of the following non-participating work phases:

Preliminary Engineering (PE) - Please include only the total actual payments made to your consultant. If your agency performed its own PE, include your direct costs plus overhead.

Rights of Way (R/W) - Please include only the total actual payments made to landowners.

Utility Adjustments (Utilities) - Please include only total actual payments made to utility companies for adjustments to utilities located on private easement.

Construction Engineering (CE) - Please include only the total payment made to your consultant. If your agency performed its own CE, include your direct cost plus overhead.

Actual Cost (\$)

| Project Number | PE | R/W | Utilities | CE |
|----------------|----|-----|-----------|----|
| 019 C-4911-01 | | | | |

NOTICE OF INTENT TO VACATE A PLATTED ALLEY

Pursuant to K.S.A. §58-2613, notice is hereby given that the Board of County Commissioners of Crawford County, Kansas proposes to close and vacate the following platted streets and alleys, to-wit:

An alley located adjacent to and South of Lots One (1) through Four (4) and North of Lots Five (5) through Eight (8) all in Block Five(5) in the Girard Coal Company Original Town of Radley, Crawford County, Kansas, according to the recorded Plat thereof.

An alley located adjacent to and South of Lots One (1) through Four (4) and North of Lots Five (5) through Eight (8) all in Block Six (6) in the Original Town of Radley, Crawford County, Kansas, according to the recorded Plat thereof.

An alley located adjacent to and South of Lots One (1) through Five (5) and North of Lots Six (6) through Ten (10) all in Block Three (3) in the Original Town of Radley, Crawford County, Kansas, according to the recorded Plat thereof.

A portion of First Street (now known as West Costello Road under the E 911 system) located adjacent to and South of Lots Five (5) through Eight (8) Block Six (6) and Lots One (1) through Four (4) in Block Five (5) in Girard Coal Company's First Addition to Radley, Crawford County, Kansas, according to the recorded plat thereof.

A portion of Second Street (now known as West Emerson Drive under the E 911 system) located adjacent to and South of Lots Five (5) through Eight (8) Block Seven (7) and Lots One (1) through Four (4) in Block Six (6) in Girard Coal Company's First Addition to Radley, Crawford County, Kansas, according to the recorded plat thereof.

A public hearing regarding said proposed road vacation will be held on Friday, September 13, 2019 at 10:00 a.m. in the Crawford County Courthouse, 2nd Floor, Commission Room, Girard,

Kansas. All interested persons are encouraged to attend the public hearing.

If the Board of County Commissioners determines that the above-described platted streets and alleys are no longer required, or cannot be prudently be used for public purposes, the land comprising said streets and alleys shall revert to the adjoining landowners as originally taken for One Dollar (\$1.00), in the Commission Room at the Crawford County Courthouse, Girard, Kansas, on Friday, September 13, 2019 at 10:00 a.m.

Individuals needing reasonable accommodation to attend said public hearing should contact the County Clerk's office at least 24 hours prior to the public hearing at (620) 724-6115.

This notice shall be published one time in an official County newspaper.

Dated this 13th day of August, 2019.

BOARD OF COUNTY COMMISSIONERS
CRAWFORD COUNTY, KANSAS

By: Tom Moody, Chairman

ATTEST:

Donald P. Pyle, County Clerk
Published in the Pittsburg Morning Sun on Sunday, August 18, 2019.



545(s)

1.02
1.5Ac

PATTON'S 1ST
ADDN TO
RADLEY KANSAS

PATTON'S 3RD
ADDN TO
RADLEY KANSAS

PATTON'S 5TH
ADDN TO
RADLEY

2 105'

06'

27

34

8

(UNOPENED)

(UNOPENED) W TYLEK ST

GIRARD COAS EMERSON DR

RADLEY

W COSTELLO RD
COSTELLO STREET

W RADLEY AVE
RADLEY AVENUE

W HARRISON ST

W COSTELLO RD

PRESLEY STREET

EMERSON DR

RADLEY AVENUE

W HARRISON ST

1
10
9
11 AC

1
10
11 AC

180'

120'

300'

170'

1